



FRANCHISE DISCLOSURE DOCUMENT
TACO BELL FRANCHISOR, LLC
A Delaware Limited Liability Company
1 Glen Bell Way
Irvine, California 92618
(949) 863-4500
www.tacobell.com/company
Email: recruiting@tacobell.com

The franchisee will operate a single-brand Taco Bell Unit offering inexpensively priced, quality Mexican-style food for take-out and on-premises eating.

The initial investment necessary to begin operation of a new Traditional Unit or a Power Pumper is from \$1,298,600 to \$3,360,100 including \$45,000 that must be paid to the franchisor and for the first unit only, \$27,250 that must be paid to an affiliate. The total investment necessary to begin operation of a new In-Line or End-Cap is from \$575,600 to \$1,405,100 including \$25,000 that must be paid to the franchisor and, for the first unit only, \$27,250 that must be paid to an affiliate. The total investment necessary to begin operation of an existing Unit ranges from \$175,000 to \$1,800,000 or more, excluding real property, all of which must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Recruiting, 1 Glen Bell Way, Irvine, CA 92618 or 949-863-4433.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agencies about them.

Issuance date: March 26, 2021

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION | WHERE TO FIND INFORMATION |
|--|---|
| How much can I earn? | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I. |
| How much will I need to invest? | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| Does the franchisor have the financial ability to provide support to my business? | Item 21 or Exhibit J includes financial statements. Review these statements carefully. |
| Is the franchise system stable, growing or shrinking? | Item 20 summarizes the recent history of the number of company-owned and franchise outlets. |
| Will my business be the only Taco Bell business in my area? | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What's it like to be a Taco Bell franchisee? | Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences. |
| What else should I know? | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information provided in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risk(s) to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Orange County, California. Out of state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to sue the franchisor in Orange County, California than in your home state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

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Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor and its Parents

Taco Bell Franchisor, LLC is the franchisor and is referred to as “we” or “us.” The buyer of a franchise will be referred to as “you” or “Franchisee,” including if you are an approved assignee corporation, limited liability company, partnership, or other entity, and includes the entity’s owners.

Disclosure laws require all disclosure documents to be written in “plain English.” The use of different words in this disclosure document, which we will sometimes refer to as the “FDD,” from the words used in the agreements themselves to describe the parties’ rights and obligations is not intended to diminish or modify in any way the rights and obligations stated in the agreements themselves.

We are a Delaware limited liability company formed on February 23, 2016. We conduct business under the names Taco Bell and Taco Bell Express. Our principal business address is 1 Glen Bell Way, Irvine, California 92618.

Our predecessor and intermediate corporate parent is Taco Bell Corp. (“TBC”), a corporation organized in the state of California in 1962. TBC also conducts business under the names Taco Bell and Taco Bell Express. TBC’s principal business address is 1 Glen Bell Way, Irvine, California 92618. TBC has been in the quick-service restaurant business for over 55 years, has operated Taco Bell Units since 1962 (when the first such Unit opened) and has operated Taco Bell Express Units since 1991 (when the first such Express Unit opened). TBC had offered and sold franchises in the United States between 1964 and the date on which the financing transaction described below was consummated, which was on May 11, 2016. On that date, we became the franchisor of Taco Bell and Taco Bell Express Units in the United States.

Our other intermediate corporate parent is Taco Bell Funding, LLC, a Delaware limited liability company formed on February 23, 2016 in connection with the financing transaction described below. The principal business address of Taco Bell Funding, LLC is 1 Glen Bell Way, Irvine, California 92618.

Our direct corporate parent is Taco Bell Franchisor Holdings, LLC (“TB Holder”), a Delaware limited liability company formed on March 10, 2016 in connection with the financing transaction described below. The principal address of TB Holder is 1 Glen Bell Way, Irvine, California 92618.

Our ultimate corporate parent is YUM! Brands, Inc. (“YUM”). YUM’s offices are located at 1441 Gardiner Lane, Louisville, Kentucky 40213.

Our agents for service of process are listed in Exhibit A to this disclosure document.

Our Affiliates and Parents that Offer Franchises/Licenses or Provide Products/Services

The following are our affiliates that either (a) offer franchises or licenses within the United States or (b) provide products or services to you if you are located in the United States.

The number of restaurants that each affiliate operates or franchises, as described in the following table, includes multi-brand restaurants in which more than one brand is operated.

| Name and Address | Business |
|--|--|
| Taco Bell Corp. (“TBC”) 1 Glen Bell Way Irvine, CA 92618 | Formed in 1962, our predecessor and intermediate corporate parent company provides certain services and, acting on our behalf as our designated manager and predecessor pursuant to a Management Agreement (as described in more detail below), fulfills certain of our obligations and duties to you under your Taco Bell Franchise Agreement. |
| Yum Restaurant Services Group, LLC (“YRSG”) 7100 Corporate Drive Plano, TX 75024 | Formed on November 18, 1996, YRSG provides and consolidates common services to YUM’s restaurant companies and its subsidiaries, including us, such as accounting, data processing, purchasing, restaurant and nontraditional development. |
| YUM! Brands, Inc. (“YUM”) 1441 Gardiner Lane Louisville, KY 40213 | Our ultimate parent company provides certain services to us and our subsidiaries on a consolidated basis, and also provides certain services to our franchisees and licensees. |
| Pizza Hut, LLC (“Pizza Hut”) 7100 Corporate Drive Plano, TX 75024 | A Delaware limited liability company organized on May 20, 2016, Pizza Hut operates and franchises “Pizza Hut” restaurants, which specialize in the pizza distribution business. As of December 28, 2020, Pizza Hut operated 22 traditional Pizza Hut restaurants, 102 franchisees operated 5,323 traditional restaurants and 160 licensees operated a total of 1,308 express restaurants. Pizza Hut has not offered franchises in any other line of business, with the exception of the WingStreet franchises, but may do so in the future. |
| KFC US, LLC (“KFC”) and subsidiaries 1900 Colonel Sanders Lane Louisville, KY 40213 | Together with its predecessors, have operated and franchised KFC restaurants that specialize in quick-service chicken entrée items and side items since 1952. As of December 28, 2020, KFC and its subsidiaries operated 47 traditional KFC restaurants, 620 franchisees operated 3,860 traditional restaurants and 26 licensees operated a total of 36 non-traditional restaurants. During the past ten-year period immediately preceding the date of this disclosure document, KFC has not offered franchises in any other line of business. |
| The Habit Restaurants, Inc. and its subsidiaries, The Habit Restaurants, LLC and HBG Franchise, LLC 17320 Red Hill Ave. Suite 140 Irvine, CA 92614 | A Delaware limited liability company organized on February 13, 2013. HBG franchises, and through its affiliates operates “Habit Burger Grill” restaurants offering made-to-order chargrilled burgers, sandwiches and more for take-out and on-premises seating. As of December 29, 2020, HBG’s affiliate operated 254 Habit Burger Grill restaurants. A total of 17 traditional Habit Burger Grill restaurants were operated by 4 franchisees and 7 non-traditional restaurants were operated by 6 licensees. HBG has not offered franchises in any other line of business, but may do so in the future. |
| GCTB, LLC | Our affiliate and a wholly owned subsidiary of TBC, GCTB, LLC, manages the Taco Bell Gift Card Program. |

We have a number of additional affiliates that offer franchises, including “Taco Bell” franchises, in foreign countries, and affiliates that provide certain products and services to franchisees who are located and do business in such foreign countries. During the ten-year period immediately preceding the date of this disclosure document, neither we nor our predecessor, TBC, have offered franchises in any other line of business. Unless otherwise stated, the information in this disclosure document does not concern international operations or franchising of Taco Bell restaurants. Additionally, franchise opportunities in Hawaii, if any, are offered under a separate franchise disclosure document.

The Financing Transaction and the Management Agreement

On May 11, 2016, our predecessor, TBC, engaged in a securitization transaction to repay, or to

fund a deposit for the payment in full of, certain outstanding indebtedness of affiliates of TBC and to terminate all commitments thereunder. Taco Bell Funding, LLC arranged for an initial deposit and/or for the issuance of an interest reserve letter of credit to fund an initial senior notes interest reserve deposit. Any additional net proceeds were distributed to TBC to pay certain transaction-related expenses, for general corporate purposes and may also be used to return capital to shareholders of Yum! Brands Inc.

A securitization transaction involving a franchisor, such as our predecessor TBC, requires that the franchisor restructure itself and form new entities. Thus, immediately upon the closing of the securitization financing, we became the new “franchisor” of the Taco Bell franchise system with respect to the franchised Taco Bell restaurants in the United States. Also immediately upon the closing of the securitization financing, our affiliate, Taco Bell IP Holder, LLC, had contributed to it and became the owner of substantially all existing and thereafter acquired United States intellectual property related to the Taco Bell brand (including substantially all trademarks, service marks, patents, copyrights, trade secrets, confidential or proprietary information, all social media account names or identifiers and all registrations related thereto (see Items 13-14 of this disclosure document for detailed information regarding the Taco Bell trademarks, service marks, patents, copyrights and proprietary information)). Taco Bell IP Holder, LLC has granted to us a license to use and to sublicense such Taco Bell intellectual property in connection with franchised Taco Bell restaurants.

As a result of the securitization financing transaction, and pursuant to a Management Agreement between TBC, us and certain affiliates, TBC (at all times acting on our behalf) carries out all of our duties and obligations under Taco Bell Franchise and License Agreements governing Taco Bell restaurants situated in the United States. These designated duties include: discharging all of our obligations to franchisees and licensees; managing the Taco Bell system; marketing, offering and negotiating new and renewal Taco Bell Franchise and License Agreements (in TBC’s capacity as our “franchise broker”); furnishing assistance to our franchisees and licensees in the United States; establishing and/or providing our quality assurance programs; and otherwise, on our behalf, fulfilling all duties which we owe under Taco Bell Franchise and License agreements governing Taco Bell restaurants in the United States. As the post-securitization manager of the Taco Bell network, TBC also administers the Taco Bell national advertising fund governing entity, National Advertising Fund Administration (“NAFA”).

If, at any time, TBC fails to perform its obligations to Taco Bell franchisees or licensees pursuant to the Management Agreement between TBC and us, then TBC may be replaced as manager of the Taco Bell franchise network. However, as franchisor, we will always be ultimately responsible for ensuring that all duties and obligations owed to Taco Bell franchisees and licensees under Taco Bell Franchise and License Agreements, respectively, are fulfilled.

Our Business and the Franchise Offered

We grant non-exclusive rights ("franchises") to you to operate, by utilizing the Taco Bell name, trademarks, tradenames, trade secrets, logotypes, commercial symbols, service marks, and other intellectual property (the "Trademarks"), a variety of quick-service consumer feeding facilities presenting various items of inexpensively priced, quality Mexican-style food for take-out and on-premises eating by the general public. We and our affiliates operate facilities of the same kind, as well as other types of feeding facilities. You will be an independent business person and will assume all business risk associated with operating a Taco Bell facility.

The different types of facilities for which we grant franchises include free-standing, permanent buildings of various sizes and configurations that offer the full Taco Bell menu. The buildings include a kitchen facility where food is prepared and assembled, a counter where orders are placed, paid for and food is delivered, tables and seats for customers and, frequently, an automobile drive thru ("Traditional Units"). Franchises are also granted for buildings with several of the above features that share a facility with a gas

and convenience store (“Power Pumpers”) and for in-line locations (“In-Lines”) with or without a drive thru that also include the other above features. In-Line units with a drive thru are referred to as “End-Caps.” We also offer franchises for different types of less elaborate facilities known as Taco Bell Express Units. The Express Units offer a limited selection of the items found in the full Taco Bell menu and are described as “Custom Facades.” The Custom Facades include stand-alone units constructed on sites within larger buildings and permanently constructed installations of various configurations taking advantage of available space in various types of locations.

In this disclosure document we offer franchises for the Traditional Units, Power Pumpers, In-Lines, and End-Caps which we will occasionally refer to as the Unit. We offer licenses for Taco Bell Express Units, Custom Facades and in certain instances, in our discretion, Express Power Pumpers and In-Line locations, under a separate disclosure document pertaining to licenses.

The standard terms and conditions for the operation of Traditional Units, Power Pumpers, In-Lines and End-Caps are described in the Franchise Agreement (the "Franchise Agreement") (see Exhibit B-1). As specified in the Franchise Agreement, you will have the right to use some or all of our Trademarks and to operate a Unit for a limited period of time. Other than the length of the term, the initial franchise fee, and certain incentives as described below, the terms and conditions of the Franchise Agreement are the same for the Units offered in this disclosure document.

The length of the term is 25 years for new freestanding Traditional Units, 20 years for new Power Pumpers, and 10 years for new In-Lines and End-Caps. If you buy an existing Unit from us or one of our affiliates, the length of the term of the Franchise Agreement may either be the length of your lease, if the property is leased, a shorter time as we may determine based on the type and age of the Unit, or the term applicable to the specific type of Unit, as described above.

The initial franchise fee is \$45,000 for new freestanding Traditional Units, Power Pumpers and existing Units purchased from us or one of our affiliates, and \$25,000 for new In-Lines and End-Caps. If you buy an existing Unit from us, one of our affiliates or another franchisee, you may be required to enter into a Development Agreement for the development of one or more new Units. We reserve the right to offer Franchise Agreements on varying terms in our sole discretion.

To incentivize franchisees to develop we currently offer three incentive programs: i) the Urban Test Incentive Program to incentivize development in urban trade areas, ii) the National Incentive Program to encourage franchisees to develop stand-alone drive thru restaurants during 2021 and 2022, and iii) the Walmart Test Incentive to encourage development at these captive locations that pose a large opportunity for incremental restaurant growth at a lower investment than traditional freestanding development. Because the restaurants at Walmart locations will operate under a license agreement rather than a franchise agreement, they are offered under a separate disclosure document pertaining to licenses; however, these restaurants, if open by December 28, 2021, will count towards determining net new unit growth for National Incentive Program tiers.

Units that otherwise meet the qualifications for any of these three programs are not eligible to receive the incentives under the following scenarios: (i) Units that you develop pursuant to a Development Agreement (See Item 12) and/or (ii) Units currently under development by us that are included in your purchase of existing restaurants from us or our affiliates (See Item 5).

To qualify for the Urban Test Incentive Program, you must register a restaurant site for an In-Line Unit that has at least 20,000 people within a 0.5 mile radius, and open the restaurant no later than December 28, 2021. You must also waive any impact protection under our then-current Integrated Expansion Policy, if any (See Item 12), to which you may be entitled under the Franchise Agreement for the In-Line Unit.

If you qualify for the Urban Test Incentive Program and open the qualifying restaurant by December 28, 2021, we will: (i) waive what would otherwise be an initial franchise fee of \$25,000; (ii) reduce your period franchise fee from 5.5% of Gross Sales to 2.75% of Gross Sales, for the period commencing upon the opening date of your Unit until December 28, 2021; (iii) waive the marketing fees for the first two years that your Unit is open; and (iv) provide you with a Franchise Agreement with a 10-year term.

To qualify for the National Incentive Program, you must register a restaurant site for a stand-alone drive thru Unit and open the restaurant by December 28, 2021. Registered sites that are Under Construction in our system as of the end of August 17, 2020 will not qualify for the National Incentive. All other currently registered sites will be evaluated for eligibility for this incentive program.

The National Incentive cannot be combined with other incentive programs. If a store qualifies for the Urban Test Incentive or the Walmart Test Incentive, those units will receive the incentive package under those stated programs and not under this program. However, they will count toward determining Net New Units/Growth during the time period they are open (meaning these units can help accelerate you to the next National Incentive Tier).

If you qualify for the National Incentive Program and open the qualifying restaurant(s) by December 28, 2021, depending on the size of your Taco Bell Restaurant Portfolio on December 31, 2020 and the tier level that is achieved, we will (i) waive what would otherwise be an initial franchise fee of \$45,000 and (ii) waive the marketing fees for one to four years after the opening date.

IF YOUR TACO BELL PORTFOLIO IS LESS THAN 30 UNITS:

| Franchisees < 30 Units | | |
|---------------------------------------|----------------------------|--|
| Per Store Growth by December 28, 2021 | | |
| Tier | Bronze: 1st Unit | Initial Fee Waiver + 1 Yr NAFA Waiver |
| | Silver: 2 Net New Units | Initial Fee Waiver + 2 Yrs NAFA Waiver |
| | Gold: 3 Net New Units | Initial Fee Waiver + 3 Yrs NAFA Waiver |
| | Platinum: 4+ Net New Units | Initial Fee Waiver + 4 Yrs NAFA Waiver |

IF YOUR TACO BELL PORTFOLIO IS 30 UNITS OR GREATER:

| Franchisees \geq 30 Units | | |
|---------------------------------------|-----------------------------|--|
| & Net New Growth by December 28, 2021 | | |
| Tier | Silver: 2% Net New Growth | Initial Fee Waiver + 2 Yrs NAFA Waiver |
| | Gold: 3.5% Net New Growth | Initial Fee Waiver + 3 Yrs NAFA Waiver |
| | Platinum: 5% Net New Growth | Initial Fee Waiver + 4 Yrs NAFA Waiver |

Once a new tier is achieved, all new units opened in the specified 2021 and 2022 time periods will retroactively receive that tier incentive. The above incentives will also be available in 2022, with the following caveats:

- Net New Growth and Net New Units are calculated per year. See Note 2 below.
- For Franchisees \geq 30 Units, in order to qualify for the Gold or Platinum tiers in 2022, they must have achieved Gold or Platinum in 2021.

Additionally, a cash incentive will be provided to help mitigate high predicted self-impact to your existing units from your new opening. You must qualify for a National Incentive tier in order to receive any

cash incentive.

| For openings by December 28, 2021 | | For openings by December 27, 2022 | |
|-----------------------------------|-----------|-----------------------------------|-----------|
| Cumulative Self Impact 15-30% | \$100,000 | Cumulative Self Impact 15-30% | \$50,000 |
| Cumulative Self Impact > 30% | \$150,000 | Cumulative Self Impact > 30% | \$100,000 |

National Incentive Program Notes:

1. For purposes of determining whether your portfolio of Taco Bell is less than 30 units or 30 and greater, the number of units in your Taco Bell portfolio will be determined on or before December 31 of each prior year, based on the number of (a) Taco Bell franchise units of a type offered under this Disclosure Document, (b) multi-brand units, and (c) Taco Bell license units of a type offered under our separate Disclosure Document for Taco Bell Express, are owned based on the principal franchisee (commonly known as the YUM Control). In addition, Taco Bell in its sole discretion will determine how franchisees with multiple individuals and entities will be categorized for purposes of store count.
2. Net New Units/Growth means the number of new restaurants open to the public in the specified time periods minus the number of Taco Bell restaurants that you (the franchisee) permanently close during the same time period. Net New Units/Growth does not include any new multi-brand units, acquired units or successor units to existing restaurants. Net New % will be rounded to the nearest whole number using conventional rounding methodology.
3. Cumulative self-impact is based on predictive models and not actual impact following opening. The current Impact Worksheet we provide at time of site registration will be used to determine cumulative self-impact for purposes of determining which incentive will apply to your new restaurant upon opening. No other methodology will be used. Only your closest 3 units within 10 miles will be assessed based on Yum Control.
4. If you qualify for any of the above incentives, it will be effective as of the first day of P5 of the fiscal year following the time period in which you opened the qualifying number of Net New Restaurants.

We are not currently approving new multi-brand unit development, but you may be approved to purchase an existing multi-brand restaurant from us or one of our affiliates. You will be required to sign the then-current form of franchise or license agreement for each brand included in the unit. If the existing multi-brand restaurant is a KFC/Taco Bell unit (“KT”) operated by us or one of our affiliates, we may issue to you a license agreement rather than a franchise agreement, which is described in a separate disclosure document. Upon the expiration of the license agreement, and subject to your meeting specified operational, financial and Unit upgrade requirements, you may be approved to ‘flip’ your agreement from a license agreement to a franchise agreement and enter into a successor franchise agreement (“KT Successor Franchise Agreement”) (see Exhibit B-1.5) for the continued operation of the Taco Bell portion of the KT for a term of 10 years. Additionally, if you currently operate a KT Unit under a Franchise Agreement, a successor agreement, if issued, will be in the form of the KT Successor Franchise Agreement. You should also review the applicable Franchise Disclosure Document provided by the other brands for additional information.

To incentivize franchisees to remodel early, we currently allow you to retain between one to five years of remaining franchise term when completing an early scrape, offset or remodel as noted:

- Successor Remodels: If the remodel is completed one to five years early, the 20-year successor

term will be added on top of the term remaining under your current franchise agreement not to exceed a total term of 25 years.

- Scraps: If the scrape is completed one to five years early, the 25-year successor term will be added on top of the term remaining under your current franchise agreement not to exceed a total term of 30 years.
- Offsets: If the offset is completed one to five years early, the 25-year successor term will be added on top of the term remaining under your current franchise agreement not to exceed a total term of 30 years.

You can complete these upgrades earlier than five years before you are required to do so by the Franchise Agreement, but only a maximum of five years can be retained. Mid-term upgrades are not eligible to be completed early and no asset KT upgrades, KT decouples, any asset obligation separate from a standard successor obligation or any license upgrades are eligible to retain term.

Both we and KFC are currently offering existing franchisees various incentives to de-couple existing KT Units (each, a “De-Coupling Incentive Program”). To qualify for a De-Coupling Incentive Program, you must first be approved by KFC for one of the following four options. The below options set forth the various approval requirements and incentives you will receive from us under the De-Coupling Incentive Program. You should review the applicable Franchise Disclosure Document provided by KFC for additional information regarding KFC approval requirements and KFC associated incentives.

Option 1. If by December 28, 2021 you upgrade your existing KT Unit to a single-brand KFC restaurant and build and open a new single-brand Taco Bell restaurant within the same trade area as your existing KT Unit, we will: (i) waive what would otherwise be a successor fee of \$22,500; (ii) reduce the marketing fee from 4.25% to 2.25% of Gross Sales for a one year period commencing upon the opening of your Taco Bell restaurant; and (iii) pay you a one-time payment of \$50,000 within 30 days of opening.

Option 2. If by December 28, 2021 you upgrade your existing KT Unit to a single-brand Taco Bell Unit and build and open a new, single-brand KFC restaurant within the same trade area as your existing KT Unit, we will: (i) waive what would otherwise be a successor fee of \$22,500, and (ii) reduce the marketing fee from 4.25% to 2.25% of Gross Sales for a one year period commencing upon the completion of the converted Unit.

Option 3. If by December 28, 2021 you upgrade your existing KT Unit to a single-brand KFC restaurant without building a new Taco Bell restaurant, we will agree to terminate your license or franchise agreement and waive the pre-term closure fee typically associated with closing a Taco Bell restaurant prior to the contractual expiration date.

Option 4. If by December 28, 2021 you upgrade an existing KT Unit to a single-brand Taco Bell restaurant, without building a new KFC restaurant, we will: (i) waive what would otherwise be a successor fee of \$22,500; and (ii) reduce the marketing fee from 4.25% to 2.25% of Gross Sales for a one year period commencing upon the date the upgraded Unit opens as a single-brand Taco Bell restaurant.

You must operate your facilities according to methods, standards, and procedures (the "System") that we provide in minute detail. The System is the sole property of us and our affiliates and is embodied in the Franchise Operations Manual, commonly referred to as the Answer System (the "Manual"). We will provide the Manual to you via electronic access to a confidential website, which website also contains our on-line training courses, commonly referred to as OneSource. You agree that it is your responsibility to provide access to the website to those of your employees (but no other persons) for whom the website is

intended by us. Your failure to follow the System as described in the Manual is a breach of the Franchise Agreement.

We may periodically revise and update the System as we deem advisable, and with each revision you must follow the System as it is revised. The revisions may have the effect of requiring you, without your consent, to alter fundamentally the way in which you operate your Unit.

A number of factors increase the business risk to the successful operation of Taco Bell Units over and above the competition from other feeding facilities. We give no assurance that a Taco Bell Unit will be successful, yield positive cash flow, or operate at a profit.

Competition and Regulation

The foodservice industry in which Taco Bell Units compete is characterized by rigorous competition, and the sales made by new feeding facilities must often come at the expense of the sales previously made by existing ones. The industry is sensitive to economic upturns and downturns and to many other factors both within and beyond the control of restaurant operators, *e.g.*, ingredient and capital costs and the availability of labor and supplies. The skill and acumen of the restaurant's operator and staff are critically important. Many ventures fail.

The Taco Bell Units operated by us and/or our affiliates, and the Units operated by you, compete directly for business with virtually all other forms of consumer feeding: with other Mexican-style restaurants (both quick-service and other), with other non-Mexican quick-service restaurants and with traditional restaurants of all types. In general, all restaurants, including Taco Bell Units, also compete with the sellers of food that is intended to be prepared and eaten at home.

Taco Bell Units also compete with facilities operated or franchised by YUM's other food service concepts, KFC, Pizza Hut, and Habit Burger Grill. Periodically, KFC, Pizza Hut, and Habit Burger Grill share information with each other and with us about these businesses that may not be available to you or to the general public.

The Franchise Agreement does not provide territorial protection or exclusivity for you, although we may grant such rights in separate transactions or by policy on a temporary basis. Our Integrated Expansion Policy describes conditions that in some instances could limit or restrict site registrations and restaurant development. The granting of a franchise does not imply that we will grant additional franchises to you. Except as stated above, we may establish additional facilities anywhere, use the Trademarks anywhere in other ways that may compete with Units operated by you, and establish facilities that have the effect of reducing the sales or profits of facilities operated by you. Likewise, facilities of the KFC and Pizza Hut chains and other chains that in the future may come to be controlled in whole or in part by YUM or its divisions and subsidiaries may be established at any location, regardless of the proximity to your Unit.

A variety of regulations, laws, and ordinances govern the operation of a restaurant business. Examples include laws relating to the sale of alcoholic beverages; health and sanitation codes; driver regulations; state and local codes and ordinances covering the discharge of waste and emissions; laws, rules and regulations concerning "Truth in Menu" (concerning menu item names and product labeling); laws, rules and regulations concerning "Menu Labeling" (requiring nutritional information on menus, menu boards and products); laws, rules and regulations concerning nutritional claims; and the Americans with Disabilities Act of 1990 ("ADA") governing public accommodations. There may be other laws applicable to your business and we urge you to make further inquiries about these laws. You must comply with all local, state, and federal laws and regulations in the operation of your restaurants.

COVID-19 has disrupted and continues to significantly disrupt local, regional and global economies and businesses. The situation regarding COVID-19 is changing rapidly and subject to change. You must, at all times, comply with all applicable laws, rules and orders of any government authority concerning the outbreak and your response. Disruptions to normal economic activity in the coming weeks and months cannot be predicted. We reserve the right to make any adjustments to our services as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually.

Item 2

BUSINESS EXPERIENCE

Chief Executive Officer: Mark King

Mark King was appointed our Chief Executive Officer effective August 5, 2019. Since July 2018 Mr. King has served as Executive Emeritus for Adidas Group North America, Portland, Oregon where he served as President from June 2014 to June 2018.

President, Global Chief Operating Officer: Mike Grams

Mr. Grams was appointed our President, Global Chief Operating Officer in January 2020. From April 2018 to January 2020, Mr. Grams served as Global Chief Operating Officer and General Manager of North America. Prior to that, he served as Chief Operating Officer & Development Officer of TBC from February 2015 to April 2018 and as Chief Operating Officer of TBC from December 2013 to February 2015. Mr. Grams has been based in Irvine, CA for all of these positions.

Chief Strategy and Finance Officer: Scott Mezvinsky

Scott Mezvinsky was appointed our Chief Strategy and Finance Officer effective February 15, 2021. Prior to that he served as General Manager of KFC Iberia based in Madrid, Spain from June 2018 to February 2021. From August 2016 to June 2018 Mr. Mezvinsky was Vice President of Development and Operations for KFC Latin America and Caribbean based in Ft. Lauderdale, Florida. From September 2014 to August 2016 Mr. Mezvinsky served as Chief Development Officer, KFC Latin America and Caribbean based in Ft. Lauderdale, FL.

Global Chief Legal Officer, Secretary and Director: Julie Davis

Ms. Davis was appointed our Global Chief Legal Officer in October 2018, was appointed to the Board of Directors of Taco Bell in March 2018, and she has served in those positions since those respective times. She has also served as our Secretary since February 2018. Ms. Davis served as our Vice President and Acting General Counsel from February 2018 to October 2018. Prior to that, she served as our Assistant Secretary from March 2016 to February 2018. Ms. Davis served as our Vice President, Global Franchising, Employment & Compliance Counsel from January 2018 to February 2018; as Senior Director, Global Franchise & HR Counsel of TBC from February 2016 to December 2017; and, as Director, Franchise & HR Counsel of TBC from April 2013 until February 2016. Ms. Davis has been based in Irvine, CA for all of these positions.

Item 3

LITIGATION

Our Actions

No litigation is required to be disclosed.

Predecessor, Parent and Affiliate Actions

No litigation is required to be disclosed.

Franchisor-Initiated Actions Against Franchisees: None.

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5

INITIAL FEES

We charge an initial franchise fee of \$45,000 for a new Traditional Unit or Power Pumper. The initial franchise fee for a new In-Line or End-Cap is \$25,000. The initial franchise fee is part of our general revenues and is not set aside for any particular purpose. The initial franchise fee is not refundable unless after receipt of payment from the franchisee, we determine that the franchisee and the restaurant qualify for a waiver or reduction in the initial fee.

As described in Item 1, we currently offer to qualifying franchisees an Urban Test Incentive Program for the development of In-Line Units; a National Program Incentive for the development of Traditional Units with drive-thrus; and a De-Coupling Incentive Program for the de-coupling of existing KT Units. Franchisees who qualify for one of these incentive programs will benefit from a number of incentives, one of which may be the waiver of what would otherwise be an initial franchise fee of \$45,000 or \$25,000, or a successor fee of \$22,500, as applicable.

In the past, TBC occasionally waived or discounted the initial franchise fee paid by existing and new franchisees and we reserve the right to similarly do so in the future. During fiscal year 2020, the initial franchise fees paid ranged from \$0 to \$45,000 per Unit.

You apply for a franchise for a specific location by registering the site on MYTACOBELL, which web site will be made available once you are approved by us as eligible to become a franchisee, and paying a \$10,000 deposit towards the initial franchise fee. The deposit as well as other fees due to us is to be paid electronically via K-Rise in the MYTACOBELL website. The deposit is not refundable unless after receipt of payment from the franchisee, we determine that the franchisee and the restaurant qualify for a waiver or reduction in the initial fee.

After your receipt of notification that we have approved your location and upon ground break of the Unit, the balance of the initial franchise fee is due. After receipt of payment, we will prepare and send to you for your execution the Franchise Agreement and Release (See Exhibits B-1 and D); if applicable, the In-Line 10+10 Addendum (See Exhibit B-4); and, if we have authorized the transfer of the individual interests in the franchise to a corporation, partnership, or limited liability company, an assignment and personal guaranty in a form substantially similar to that attached as Exhibit B-2. If the initial franchise fee is not paid in full or the franchise documents are not timely signed and returned to us, we will not approve the opening of the Unit.

Where the franchise is intended for an existing restaurant operated by us or one of our affiliates, the total purchase price for the restaurant may exceed \$1,800,000, excluding real property, and will include the per Unit initial franchise fee as well as amounts representing the value of the building, equipment, signs

and inventory. The purchase price for the sale of one or more existing restaurants varies and is typically based on a multiple of cash flow. If the sale includes a multi-brand restaurant, the initial franchise fee for the other brand is not included in the purchase price and must be paid separately and you will be required to comply with the other brand's standards and sign additional documentation. You will enter into an Asset Purchase Agreement ("APA") with us in a format substantially similar to that attached as Exhibit L. The APA will define the purchase price and other expenditures and obligations you are to pay or assume to purchase the Taco Bell restaurants covered by the APA. You will be required to pay a deposit that will vary in amount depending on the size of the transaction, but which is generally 2% of the purchase price. The deposit is refundable only in certain situations as specified in the APA. You may be required to enter into a Development Agreement, in a form similar to that included in the APA (See Exhibit G to the APA), for the development of one or more new Units. If you purchase any existing KT restaurants operated by us or one of our affiliates, you may be issued a license agreement rather than a franchise agreement for the Taco Bell portion of the Unit. License agreements are described in a separate franchise disclosure document pertaining to Express units.

When more than one Unit is being sold, the Units are not individually priced but are sold as a group and may or may not include the purchase of the real property. Over the last 3 years, 2018 through 2020, our affiliate, Taco Bell of America, LLC, and/or its affiliates, sold groups of restaurants, ranging from 5 to 25 restaurants with the sales prices ranging from \$6,400,000 to \$67,300,000 per group.

Our affiliate, Yum Restaurants Services Group, LLC ("YRSG"), offers real estate and construction development services (commonly referred to as TDS, or Taco Bell Development Services), with additional services being available at an hourly rate. Fees paid to YRSG may be paid by check or via wire as described on the invoice and are not refundable. YRSG's services are described below.

The real estate services and construction services currently available through YRSG are the following:

Real Estate Services - YRSG (or its designee) will conduct a trade area analysis and source a site location within a specified trade area, prepare a site submittal package, and pursue YRSG's corporate approval of the site.

Construction Services:

1. **Design:** YRSG (or its designee) will coordinate with Franchisee's consultant to order and review geo-technical and environmental soils testing, to order and review the completion of an ALTA survey, and will manage the Project architect or engineer and other consultants in preparing plans and specifications for the permitting and construction and prepare and monitor a project schedule for completion of the design activities.

If the restaurant is a cantina/urban in-line the design services do not include geo-technical or environmental soils testing nor the completion or review of an ALTA survey. You shall retain an environmental firm to perform testing and investigative services as required which may include but are not limited to testing for hazardous materials.

2. **Feasibility:** YRSG (or its designee) will coordinate with Franchisee's consultants to complete a feasibility summary including a construction, zoning and on-site analysis of the property, and to develop a site sketch and assist to obtain approval of it. Franchisor's A&D Brand Designer will recommend a building type and equipment package and will work with Franchisee's consultant to develop a project budget and schedule.

If the restaurant is a cantina/urban in-line the feasibility services do not include

recommending a building type.

3. Permitting: YRSG (or its designee) will coordinate with Franchisee's consultant to complete utility company plan submittals, submit all applicable permit applications, arrange for representation at municipal/public hearings, manage consultant activities such as traffic engineers, attorneys and permit expediter, prepare and monitor the project schedule for completion of permit activities.

If the restaurant is a cantina/urban in-line you shall be responsible for sourcing and securing any necessary liquor licenses or permits.

4. Construction Management: YRSG (or its designee) will recommend general contractors, coordinate with Franchisee's consultant to prepare bid packages and conduct a pre-bid meeting, secure a construction contract (subject to review and approval by you and your attorney), coordinate with Franchisee's consultant to communicate construction start date to applicable parties, keep you informed of construction progress, conduct periodic site inspections, review with the architect change orders and payment requests, coordinate with the general contractor delivery and equipment installation, review with the architect punch list items and assist in close out activities.

For the first Unit that you open, we require that you enter into a Development Services Agreement (see Exhibit F) with YRSG for construction services to be provided by YRSG (or its designee) at a cost of \$25,000. You will be required to submit payment by check or via wire prior to your submission of a site for approval. You must also pay YRSG directly for all ADA inspection costs (which are estimated to cost \$2,250). YRSG (or its designee) also provides real estate services, as described above, which are optional, at a cost of \$10,000.

For the first Unit that you open, you are also required to use one of three Preferred National A&E Consultants to do the A&E work, the names of which will be provided to you once you are approved by us as eligible to become a franchisee and the estimated cost for which is included in the Permits, Licenses, Security Deposits estimated costs listed in Item 7, Estimated Initial Investment.

For your second and subsequent Units, you are not required to, but may, sign a Development Services Agreement with YRSG for construction and/or real estate services to be provided by YRSG (or its designee), at the costs provided above, or you may use an approved third party construction management firm.

Item 6

OTHER FEES

| Column 1 Type of Fee (Note A) | Column 2 Amount | Column 3 Due Date | Column 4 Remarks |
|--|---|--|--|
| Grand Opening Expense (Note B)(i) | \$5,000 to be spent by you for advertising and promoting the opening of the Unit. | Within 6 months of opening, you must spend \$5,000 | Provided that all paid invoices or other proofs of expenditure are submitted to us within 9 months of the opening date, we will reimburse you for amounts not to exceed \$5,000. |

| Column 1 Type of Fee (Note A) | Column 2 Amount | Column 3 Due Date | Column 4 Remarks |
|--|---|--|---|
| Period Franchise Fee (Note B)(ii) (Note C) | 5.5% of the Unit's Gross Sales | On or before the 5th business day immediately following the accounting period in which the sales were made | “Gross Sales” means all payments received for sales and services of any nature excluding only sales taxes, employee meals, overrings and refunds to customers. |
| Period Marketing Fee (Note B)(ii) (Note C) | 4.25% of the Unit's Gross Sales | On or before 5th business day immediately following the accounting period in which sales were made | Used to help defray our costs of advertising. |
| Late charges | The lesser of 18% per annum or the highest rate permitted by New York law, plus the then-customary administrative charge. | As billed | Payable on any fees that are not paid when due. |
| BOH & Support Services (Note D) | \$1,651 per year | As billed | Payable to us or an affiliate. |
| FOH & Support Services (Note D) | \$2,093 per year | As billed | Payable to us or an affiliate. |
| All Access Fee (Note D) | \$1,500 per year | As billed | Payable to us or an affiliate. |
| Additional Trainee Fee | \$350 per person | Before beginning of training. | The cost of the training program is included for you (if an individual) and your restaurant manager. However, we may charge the fee set forth in column 2 for any additional trainees, and may also charge tuition for training courses that are not mandatory. |
| Training materials | As established by us. | As billed | We may develop materials for your use for in-store training. You are not required to purchase all of the training materials from us. |
| Cost of audit of your books | Any and all costs incurred in connection with the inspection or audit, including reasonable accounting and legal fees. | As billed | Only due if we inspect your books and find you have understated Gross Sales by 2% or more. |

| Column 1 Type of Fee (Note A) | Column 2 Amount | Column 3 Due Date | Column 4 Remarks |
|-------------------------------------|---|---|---|
| Transfer Fee | <p>A transfer of all or a portion of your interest in any Unit is subject to a transfer fee. Minimum fees are listed below and are subject to increase for costs incurred by us, including but not limited to outside counsel fees, in connection with reviewing and effecting the transfer.</p> <p>- <u>3rd party (non-private equity) transfers:</u> 1-5 units: \$7,500/transfer 6 or more units: \$1,500/unit</p> <p>- <u>3rd party transfers involving private equity:</u> Greater of non-private equity transfer fee or \$150,000</p> <p>- <u>Entity restructures:</u> \$2,500 total unless changes to the franchise agreement(s) are required, in which case the transfer fee shall be the 3rd party transfer fee.</p> <p>Additionally, unique or complex restructures may necessitate a higher fee.</p> | <p>Payable via a wire transfer only at least 2 days prior to the closing date of the proposed transfer.</p> <p>For non-private equity transfers a 50% non-refundable deposit of the appropriate transfer fee payable via a wire transfer may be required upon written notice from Taco Bell to you following Taco Bell's initial review of the purchase and sale agreement.</p> <p>For private equity transfers, a 50% non-refundable deposit shall be payable via a wire transfer to Taco Bell with the submittal of the fully-executed purchase and sale agreement between the parties.</p> | Transfer of your franchise is subject to our prior written approval. |
| Reimbursement of insurance expense | Actual cost of insurance. | As billed | If you fail to obtain insurance as required, we may purchase it for you and bill you for the cost. |
| Mid-Term Upgrade (Note B)(iii) | \$130,000 | As billed | Payable to 3 rd party vendors. |
| Successor Fees (Note B)(iv) | For Traditional Units, the greater of \$22,500 or ½ of then-current initial franchise fee. For Power Pumpers, In-Lines and End-Caps, the greater | Upon execution of the successor agreement | The Franchise Agreement does not provide you with renewal rights, but we have a Franchise Agreement Expiration Policy |

| Column 1 Type of Fee (Note A) | Column 2 Amount | Column 3 Due Date | Column 4 Remarks |
|---|---|---|--|
| | <p>of \$12,500 or ½ of applicable then-current initial franchise fee. Additionally, you will be required at your expense to complete an offset, scrape/rebuild, or major remodel of the Unit as a condition to obtaining a successor agreement.</p> <p>For KT Units and for Units that are being ‘flipped’ from a license agreement to a franchise agreement, the greater of \$22,500 or ½ of the then-current initial franchise fee for a Traditional Unit.</p> <p>For KT Units that are currently operating under a franchise agreement, the greater of \$11,250 or ½ of the then-current successor franchise fee for a Traditional Unit.</p> | | <p>currently in effect, subject to modification or cancellation at any time. In addition, under limited situations applicable to certain In-Line Units, we may offer you the right to enter into an In-Line 10+10 Addendum which provides you the right, upon the satisfaction of certain terms and conditions (including your payment of the successor fee), to enter into our then-current successor agreement being used in connection with franchisees operating under the In-Line 10+10 Addendum.</p> <p>The KT Successor Franchise Agreement does not provide you with renewal rights but we have a KT Successor Expiration Policy currently in effect, subject to modification or cancellation at any time.</p> |
| Extension Fee (Note B)(v) | <p>\$750.00 for a 3 -month extension</p> <p>\$2,250 for a 6 -month extension plus \$1,000 for each additional month beyond 6 months</p> | Upon execution of Amendment to Franchise Agreement | Only applicable if we agree to temporarily extend term of the Franchise Agreement to allow you additional time to complete remodel or relocation of Unit. |
| De-identification costs | Actual cost of de-identifying Unit. | As billed | Payable to third party vendor, unless you fail to de-identify your Unit as required upon expiration or earlier termination of the Franchise Agreement, then we may do it for you and bill you for the costs. |
| Attorneys' fees | Prevailing party in any litigation is entitled to reasonable attorneys' fees and costs paid by other party. Outside counsel fees may also be due in connection with review and approval of a transfer of interest. | You must pay us for attorneys' fees, as they are accrued. In the case of a transfer, fees may be payable by you directly to outside counsel | Applicable to litigation proceedings under the Franchise Agreement and in certain instances to transfer of interest reviews. |
| Liquidated Damages | If Franchise Agreement is terminated for certain specified reasons, you must pay liquidated damages equal to greater of 11% of | You must pay us liquidated damages upon termination of the | |

| Column 1 Type of Fee (Note A) | Column 2 Amount | Column 3 Due Date | Column 4 Remarks |
|---|---|--|--|
| | Unit's Gross Sales for last 12 months of operation or \$100,000. If you enter into a Relationship Agreement with us or into an Asset Purchase Agreement to purchase existing restaurants from us, and you fail to use our BOH system at each restaurant that is subject to a Relationship Agreement or an Asset Purchase Agreement, for at least 24 months after the date the BOH system was installed at each such restaurant, you will be subject to paying us \$60,000, which represents both a penalty and liquidated damages. | Franchise Agreement. You must pay us liquidated damages upon failure to comply with the terms of use of the BOH system. | Regarding liquidated damages under the Relationship Agreement, see Exhibit E, Section II.N. Regarding liquidated damages under the Asset Purchase Agreement, see Exhibit L, Section 44. |
| Development Fee (Development Agreement) (Note B) (vi) | If you purchase existing Units from us, one of our affiliates, or another franchisee and enter into a Development Agreement, and you fail to timely open required Units, you must pay us the \$45,000 initial franchise fee and periodic payments of \$4,231 until the actual opening date of each new Unit or 10 years from the missed opening date, whichever first occurs | \$45,000 due within 5 days of scheduled opening date that is missed for new Unit. \$4,231/period due within 7 days after last day of each applicable accounting period. | |

Notes:

(A) All fees are uniformly imposed by us and are payable to us electronically via MYTACOBELL, unless otherwise stated. They are not refundable. Fees paid to us are to be net of any and all withholding, excise, gross receipts, sales, use and other similar taxes (other than state or federal corporate income tax). If any governmental entity imposes a tax, the tax will be due and payable by you to us when you pay the fee.

(B) (i) There is no Grand Opening Expense obligation or reimbursement for Successor Agreements or for Units that 'flip' from a license agreement to a franchise agreement or to a KT Successor Franchise Agreement. Although there is a Grand Opening Expense obligation for franchisees that operate a Unit that has qualified for the Urban Test Incentive Program or the National Incentive Program (see Item 1), as well as for franchisees that operate a Unit pursuant to a Franchise Agreement with an In-Line 10 + 10 Addendum, we do not reimburse those franchisees, or any other franchisee who receives a waiver of or reduction in the initial franchise fee, for any money spent by them to fulfill the \$5,000 expenditure obligation.

(ii) In late 2012 our predecessor, TBC, made changes to the franchise agreement resulting in the form included as Exhibit B-1. This form of Franchise Agreement is offered for all new or successor units, except for KT Units, (which operate under either a license agreement or a KT Successor Franchise Agreement), for both existing and new franchisees. Existing franchisees were allowed to choose to accept

or not the revised marketing provisions of the attached Franchise Agreement and those who opted not to change have a marketing contribution of 4.5% of gross sales of which 1.5% of Gross Sales is allocated to local store marketing expenditures. No franchisee in any local association can be required without its consent to increase the franchisee's obligation in excess of the required obligation under the franchisee's franchise agreement.

Franchisees who qualify for Urban Test Incentive Program(see Item 1) will benefit from a number of incentives, including the waiver of the requirement to pay any marketing fees for the first two years that the Unit is open and the reduction of the period franchise fee from 5.5% of Gross Sales to 2.75% of Gross Sales for the period commencing on the Unit's opening until December 28, 2021. Franchisees who qualify for the National Incentive Program (see Item 1) will benefit from a number of incentives including the waiver of the requirement to pay any marketing fees for one to four years, depending on the size of their Taco Bell restaurant portfolio and the program's tier level reached. Franchisees who qualify for the De-Coupling Incentive Program (see Item 1) will benefit from a number of incentives, one of which is a reduction of the required payment of period marketing fees from 4.25% of Gross Sales to 2.25% of Gross Sales for the first year the Unit is open or for the one -year period following the completion of the Unit's conversion or upgrade, as applicable.

(iii) The Franchise Agreement provides for a mid-term upgrade obligation. The initial costs for the required mid-term upgrade for a Unit were estimated to be \$100,000 based on January 1, 2012 material/labor costs for a Unit in Dallas, TX. We reserve the right to increase or decrease this cost estimate based on the adjustment to Dallas, TX material/labor costs to account for time and geographical differences per the Building Cost Inflation Index published by Engineering News Record. The current estimate of \$130,000 is a result of the higher than originally estimated inflation under the index in 2020 in addition to the most recent year-over-year adjustment of 4%. Should you and we enter into a Franchise Agreement with an In-Line 10 + 10 Addendum, there is a required mid-term upgrade between years 5 and 6 of the initial 10-year term as well as a required mid-term upgrade between years 5 and 6 of the successor 10-year term. The above estimate of a mid-term upgrade is not applicable to Franchise Agreements with an In-Line 10 + 10 Addendum. Currently, we do not estimate the costs of these upgrades.

(iv) Existing franchisees may request a successor franchise, which we may grant at our sole discretion. One condition of a grant of a successor franchise under the current Franchise Agreement Expiration Policy, which we may modify or cancel at any time in our sole discretion, is franchisee's timely completion to our satisfaction of an upgrade to the Unit by doing an offset, a scrape/rebuild, or a major remodel, as we may decide. For a Traditional Unit, the term of a Successor Agreement is 25 years after an offset or a scrape/rebuild action and 20 years after a major remodel. For Power Pumper, In-Line and End-Cap Units, the term of a Successor Agreement is 10 years.

We will provide you with the requirements for an offset, a scrape/rebuild and remodel. The costs for an offset or a scrape/rebuild are currently comparable to the cost of developing a new unit as described in Item 7, if done today. The initial costs for a major remodel were estimated to be \$250,000 based on January 1, 2012 material/labor costs in Dallas, Texas. We reserve the right to increase or decrease this cost estimate based on adjustments to Dallas, TX material/labor costs to account for time and geographical differences per the Building Cost Inflation Index published by Engineering News Record. The current estimate of \$324,000 is a result of the higher than originally estimated inflation under the index in 2020 in addition to the most recent year-over-year adjustment of 4%.

Should you and we enter into a Franchise Agreement with an In-Line 10 + 10 Addendum, there is a required successor upgrade at the end of the initial 10-year term. The above estimate of a successor upgrade is not applicable to Franchise Agreements with an In-Line 10 + 10 Addendum. Currently, we do not estimate the costs of these upgrades.

Other conditions to obtaining a successor franchise include, without limitation, your receipt of prior written growth approval, execution of the then-current Successor Agreement and payment of a nonrefundable successor fee in the amount equal to the greater of \$22,500 or one-half of the applicable then-current initial franchise fee (for Traditional Units) and the greater of \$12,500 or one-half of the applicable then-current initial franchise fee (for Power Pumpers, In-Lines and End-Caps). Occasionally, our predecessor, TBC, waived or discounted the successor fee and we reserve the right to do so in the future.

Existing franchisees of a KT Unit may request a successor franchise, which we may grant at our sole discretion and in accordance with the then-current KT Successor Expiration Policy, under which we might agree to enter into a successor agreement with you for a term of 10 years subject to certain conditions, including the Unit's having attained specified minimum annual sales and your completion of certain upgrades.

In addition, under limited situations applicable to In-Line Units, we may offer you the right to enter into an In-Line 10+10 Addendum granting you the right, upon the satisfaction of certain terms and conditions (including your payment of the successor fee), to enter into our then-current successor agreement being used in connection with franchisees operating under the In-Line 10+10 Addendum for the operation of one additional 10-year term. The terms and conditions you will be required to satisfy, pursuant to the In-Line 10+10 Addendum, in order to qualify for the 10 year successor term include, without limitation, your qualification by us as growth approved, your timely completion of the mid-term upgrade, your completion (to our satisfaction) of an upgrade to the Unit at the end of the initial 10 year term, and your payment of a successor fee.

(v) Prior to the issuance of a successor agreement, we may, at our sole discretion, agree to temporarily extend the term of the Franchise Agreement or the KT Successor Franchise Agreement to allow you additional time to complete the required upgrade of the Unit, in which case you will be required to pay an extension fee equal to \$750.00 for each 3-month period of the extension (See Amendment of Franchise Agreement/KT Successor Franchise Agreement, Exhibit B-3.)

(vi) Alternatively, we may choose to require that you pay a development fee calculated by multiplying the aggregate number of new Units you are required to develop and operate under the Development Agreement by the sum of \$45,000. We will credit the portion of the development fee attributable to a new Unit against the initial fee for such new Unit so long as such new Unit is opened in accordance with the Development Agreement. As stated in the above table, in the event that you miss an opening date, payments of \$4,231 for each four- or five -week accounting period of our pertinent financial calendar will be due until the date that you actually open the new Unit or 10 years following the missed opening date, which first occurs.

(C) If a state or local law in which your Unit is located prohibits or restricts in any way your ability to pay and our ability to collect the period franchise fee or period marketing fee derived from the sale of alcoholic beverages at your Unit (an "Alcohol Restriction Law"), you will be required to pay whatever increased percentages of all Gross Sales not deriving from the sale of alcohol are necessary so that the period franchise fee or period marketing fee you pay equals the period franchise fee or period marketing fee you would make if you were not subject to an Alcohol Restriction Law.

(D) These fees are further described in Item 11 under the section entitled Computer and Electronic Technology Equipment.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TRADITIONAL UNITS AND POWER PUMPERS

| Column 1 Type of Expenditure (A) | Column 2 Amount | Column 3 Method of Payment | Column 4 When Due | Column 5 To Whom Payment is to Be Made |
|--|----------------------------------|--|---|--|
| Background Check Fee (B) | \$350-\$600 per person | Lump Sum | Upon application | Approved third parties |
| Initial Franchise Fee (B) | \$45,000 | Lump Sum | \$10,000 due upon registration with balance on ground break | Us or our designated affiliates |
| First Unit Construction Services (C) | \$27,250 | Installments | As provided in the Development Services Agreement | Approved third parties or YRSG |
| Optional Real Estate Services (C) | \$0 - \$37,250 | Installments | As provided in the Development Services Agreement | YRSG |
| * Permits, Licenses, Security Deposits (D) | \$74,000 - \$125,000 | Lump sum | As Agreed | Various third parties |
| *Real Property (E) | \$175,000 - \$1,400,000 | As Agreed | As Agreed | See Note (E) |
| **Building/Site Construction (F) | \$550,000 - \$1,200,000 | As Agreed | As Agreed | Various third parties |
| **Equipment / Signage/Decor/POS | \$375,000 - \$450,000 | As Agreed | As Agreed | Vendor |
| *Initial Inventory (G) | \$7,000 - \$10,000 | As Agreed | As Agreed | Vendor |
| Grand Opening Expense (H) | \$5,000 | As Agreed | As Agreed | Various Third Parties |
| *Additional Funds – 3 months (I) | \$40,000 - \$60,000 | As Agreed | As Agreed | Various Third Parties |
| TOTAL | \$1,298,600 - \$3,360,100 | | | |

Notes:

- * These expenditures represent an estimated range of costs across the United States.
- ** These expenditures represent the estimated costs for constructing and equipping the restaurant building for various sized Taco Bell building types in the Dallas, Texas market. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. See Note D below.

This table lists average costs for a traditional unit and the restaurant portion of a power pumper. Note, however, that it does not take into consideration restaurant parking configurations, which may differ at a gas and convenience store location. Nor does it include any of the costs of development of the gas and

convenience store portions of the power pumper building, as those portions are separate and distinct from the power pumper Unit.

- (A) Certain Security Deposits may be refundable. None of the other Expenditures are refundable.
- (B) Franchisees of Traditional Units who qualify for the National Incentive Program (see Item 1) will benefit from a number of incentives, one of which is the waiver of what would otherwise be an initial franchise fee of \$45,000. Franchisees of KT Units who qualify for the De-Coupling Incentive Program (see Item 1) may benefit from a number of incentives, one of which is the waiver of what would otherwise be a successor fee of \$22,500.
- (C) For the first Unit that you open, we require that you enter into a Development Services Agreement (see Exhibit F) with YRSG for construction services to be provided by YRSG (or its designee) at a cost of \$25,000. You must also pay YRSG directly for ADA inspection costs (which are estimated to cost \$2,250, as reflected in the above \$27,250 estimate for the cost of First Unit Construction Services). YRSG (or its designee) also provides real estate services, which are optional, at a cost of \$10,000. For your second and subsequent Units, you are not required to, but may, sign a Development Services Agreement with YRSG for construction and/or real estate services to be provided by YRSG (or its designee), at the costs provided above, or you may use an approved third party construction management firm. See Item 5. For additional on-site visits, beyond the construction management phase of the development services, due to circumstances beyond YRSG's control and necessary to complete the project, you will be charged \$1,600 per day on site if YRSG has two weeks' prior notice or \$2,000 per day on site if YRSG has less than two weeks' prior notice. See Exhibit F.
- (D) This amount includes costs for a required Preferred National A&E Consultant to do the A&E work as described in Item 5, geotechnical services, material testing, architectural services, civil services, permit processing, inspection, utility fees, special impact fees, etc. You will need to adjust your projected costs based on the location where you plan to build, as actual costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, size and condition of the site. This figure is an estimate, and we cannot guarantee that you will not have additional expenses starting the business.
- (E) Land costs vary, depending on size and location and whether you purchase or lease the site. The estimates given are for purchased sites. Base rent may range from \$20,000 to \$135,000 or more per year for a ground lease; costs will be higher if the lease includes percentage rent. Base rent does not include taxes, insurance, and other applicable fees associated with leasing the site. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.
- (F) The building and site construction cost estimates are based on development in Dallas, Texas. You will need to adjust your projected costs based on the location where you plan to build, as actual costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, size and condition of the site. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.
- (G) Opening inventory figures are based on costs for the first week of operation. Costs will vary depending on your actual sales.
- (H) You must spend \$5,000 within the first 6 months of opening in advertising and promoting the restaurant in accordance with our opening procedures although you may spend more. Provided that all paid invoices or other proofs of expenditure are submitted to us within 9 months of the opening date, we will reimburse you for amounts not to exceed \$5,000. Currently, this \$5,000 expenditure is neither required nor reimbursable should we enter with you into a Successor Franchise Agreement or should we issue a

Franchise Agreement for a Unit that ‘flips’ from a license agreement to a franchise agreement. Additionally, although the \$5,000 expenditure is required for franchisees that operate a Unit that has qualified for the Urban Test Incentive Program or the National Incentive Program (see Item 1), as well as for franchisees that operate a Unit pursuant to a Franchise Agreement with an In-Line 10 + 10 Addendum, we do not reimburse those franchisees, or any other franchisee who receives a waiver of or reduction in the initial franchise fee, for any money spent by them to fulfill the \$5,000 expenditure obligation.

(I) The Additional Funds category includes an estimate of the funds needed to cover incremental operating expenses for the initial three months of business, *i.e.*, costs and expenses that generally occur in the startup period of the business above and beyond the standard costs of operation. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Both operating costs and incremental costs associated with the startup phase of the business depend on many factors, including your management skill, experience, and business acumen, the developing experience and efficiency of the crew members, local economic conditions, local market conditions, prevailing wage rates in your community, competition, and the sales level reached in the period covered. Additionally, you are responsible for all costs and expenses associated with the required training, including travel and living expenses, etc. for your employees. See Item 11.

We relied on our and our predecessor’s over 50 years of experience to compile these estimates for Traditional and Power Pumper Units. You should review these figures carefully with a business advisor before you decide to purchase the franchise. Except as outlined in Item 10 below, we do not offer financing directly or indirectly for any part of the initial investment. Your ability to obtain financing will depend on a number of factors, such as the general availability of financing, your credit worthiness, collateral you may have, and lending policies of individual financial institutions. Other than the late charges specified in Item 6, these estimates do not include any finance charges, interest, or debt service payments.

IN-LINES AND END-CAPS

| Column 1 Type of Expenditure (A) | Column 2 Amount | Column 3 Method of Payment | Column 4 When Due | Column 5 To Whom Payment is to Be Made |
|--|------------------------|----------------------------------|--|--|
| Background Check Fee (B) | \$350-\$600 per person | Lump Sum | Upon application | Approved third parties |
| Initial Franchise Fee (B) | \$25,000 | Lump Sum | \$10,000 due upon site registration with balance due on groundbreaking | Us or our designated affiliates |
| First Unit Construction Services (C) | \$27,250 | Installments | As provided in the Development Services Agreement | Approved third parties or YRSG |
| Optional Real Estate Services (C) | \$0 - \$37,250 | Installments | As provided in the Development Services Agreement | YRSG |
| * Permits, Licenses, Security Deposits (D) | \$74,000 - \$125,000 | Lump sum | As Agreed | Various third parties |
| *Real Property (E) | \$20,000 - \$75,000 | As Agreed | As Agreed | See Note (D) |
| **Building/Site Construction (F) | \$177,000-\$650,000 | As Agreed | As Agreed | Various third parties |

| Column 1 Type of Expenditure (A) | Column 2 Amount | Column 3 Method of Payment | Column 4 When Due | Column 5 To Whom Payment is to Be Made |
|---|---------------------------------|---|------------------------------|---|
| **Equipment / Signage/Decor/ POS | \$200,000-\$390,000 | As Agreed | As Agreed | Vendor |
| *Initial Inventory (G) | \$7,000 - \$10,000 | As Agreed | As Agreed | Vendor |
| Grand Opening Expense (H) | \$5,000 | As Agreed | As Agreed | Various Third Parties |
| *Additional Funds – 3 months (I) | \$40,000 - \$60,000 | As Agreed | As Agreed | Various Third Parties |
| TOTAL | \$575,600 to \$1,405,100 | | | |

Notes:

- The above table lists the average costs for an In-Line unit with or without a drive thru.
- * These expenditures represent an estimated range of costs across the United States.
- ** These expenditures represent the estimated costs for constructing and equipping the restaurant building for different Taco Bell building types in the Dallas, Texas market. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. See Note E below.

- (A) Certain Security Deposits may be refundable. None of the other Expenditures is refundable.
- (B) The initial franchise fee is \$25,000 for In-Lines and End Caps. Franchisees of In-Line Units who qualify for the Urban Test Incentive Program (see Item 1) will benefit from a number of incentives, one of which is the waiver of what would otherwise be an initial franchise fee of \$25,000. Franchisees of KT Units who qualify for the De-Coupling Incentive Program (see Item 1) may benefit from a number of incentives, one of which is the waiver of what would otherwise be a successor fee of \$22,500.
- (C) For the first Unit that you open, we require that you enter into a Development Services Agreement (see Exhibit F) with YRSG for construction services to be provided by YRSG (or its designee) at a cost of \$25,000. You must also pay YRSG directly for ADA inspection costs (which are estimated to cost \$2,250, as reflected in the above \$27,250 estimate for the cost of First Unit Construction Services). YRSG (or its designee) also provides real estate services, which are optional, at a cost of \$10,000. For your second and subsequent Units, you are not required to, but may, sign a Development Services Agreement with YRSG for construction and/or real estate services to be provided by YRSG (or its designee), at the costs provided above, or you may use an approved third party construction management firm. See Item 5.
- (D) This amount includes costs for a required Preferred National A&E Consultant to do the A&E work as described in Item 5, geotechnical services, material testing, architectural services, civil services, permit processing, inspection, utility fees, special impact fees, etc. You will need to adjust your projected costs based on the location where you plan to build, as actual costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, size and condition of the site. This figure is an estimate, and we cannot guarantee that you will not have additional expenses starting the business.
- (E) The estimates given are for leased sites. Base rent may range from \$20,000 to \$75,000 or more per year for an inline lease; costs will be higher if the lease includes percentage rent. Base rent does not include taxes, insurance, and other applicable fees associated with leasing the site. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.

(F) The building and site construction cost estimates are based on development in Dallas, Texas. You will need to adjust your projected costs based on the location where you plan to build, as actual costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, size and condition of the site. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.

(G) Opening inventory figures are based on costs for the first week of operation. Costs will vary depending on your actual sales.

(H) You must spend \$5,000 within the first 6 months of opening in advertising and promoting the restaurant in accordance with our opening procedures although you may spend more. Provided that all paid invoices or other proofs of expenditure are submitted to us within 9 months of the opening date, we will reimburse you for amounts not to exceed \$5,000. Currently, this \$5,000 expenditure is neither required nor reimbursable should we enter with you into a Successor Franchise Agreement or should we issue a Franchise Agreement for a Unit that ‘flips’ from a license agreement to a franchise agreement. Additionally, although the \$5,000 expenditure is required for franchisees that operate a Unit pursuant to a Franchise Agreement with an In-Line 10 + 10 Addendum, Urban Test Incentive Program or National Incentive Program (see Item 1), we do not reimburse those franchisees, or any other franchisee who receives a waiver of or reduction in the initial franchise fee, for any money spent by them to fulfill the \$5,000 expenditure obligation.

(I) The Additional Funds category includes an estimate of the funds needed to cover incremental operating expenses for the initial three months of business, *i.e.*, costs and expenses that generally occur in the startup period of the business above and beyond the standard costs of operation. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Both operating costs and incremental costs associated with the startup phase of the business depend on many factors, including your management skill, experience, and business acumen, the developing experience and efficiency of the crew members, local economic conditions, local market conditions, prevailing wage rates in your community, competition, and the sales level reached in the period covered. Additionally, you are responsible for all costs and expenses associated with training, including travel and living expenses, etc. for yourself and your employees. See Item 11.

You should review these figures carefully with a business advisor before you decide to purchase the franchise. Except as outlined in Item 10 below, we do not offer financing directly or indirectly for any part of the initial investment. Your ability to obtain financing will depend on a number of factors, such as the general availability of financing, your credit worthiness, collateral you may have, and lending policies of individual financial institutions. Other than the late charges specified in Item 6, these estimates do not include any finance charges, interest, or debt service payments.

PURCHASE OF EXISTING RESTAURANTS FROM US OR AN AFFILIATE

| Column 1 Type of Expenditure | Column 2 Amount | Column 3 Method of Payment | Column 4 When Due | Column 5 To Whom Payment is to Be Made |
|---|----------------------------------|---|------------------------------|---|
| Initial Franchise Fee | \$25,000 to \$45,000 | Lump Sum | At Closing | Us or our designated affiliates |
| Building, Equipment, Signs, and Inventory | \$150,000 to \$1,755,000 or more | Lump Sum | At Closing | Us or an affiliate |

| Column 1 Type of Expenditure | Column 2 Amount | Column 3 Method of Payment | Column 4 When Due | Column 5 To Whom Payment is to Be Made |
|--|----------------------------------|---|------------------------------|---|
| Any Leasehold or Other Real Property Interests | Varies | Varies | At Closing | Us or an affiliate |
| Total Purchase Price | \$175,000 to \$1,800,000 or more | | | |

Where the franchise is intended for an existing restaurant operated by us or one of our affiliates, the total purchase price for the restaurant may exceed \$1,800,000, excluding real property, and will include the per Unit initial franchise fee as well as amounts representing the value of the building, equipment, signs and inventory. When more than one Unit is being sold, the Units are not individually priced but are sold as a group and may or may not include purchase of the real property. The purchase price for the sale of one or more existing restaurants varies and is typically based on a multiple of cash flow. If you enter into an asset purchase agreement ("APA") (See Exhibit L) with us or one of our affiliates for the purchase of existing restaurants, you will be required to pay a deposit that will vary in amount depending on the size of the transaction, but which is generally 2% of the purchase price. The deposit is refundable only in certain situations as specified in the APA. The APA will define the purchase price and other expenditures and obligations you are to pay or assume to purchase the restaurants covered by the APA. See Item 5 for additional information related to the purchase of existing restaurants.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are not currently required to purchase or lease the products for the establishment and operation of your Unit from us; however, you must purchase or lease certain products according to our specifications and from suppliers approved by us. Essentially, 100% of your purchases and/or leases of furniture, fixtures, equipment, smallwares, food and paper products in connection with the establishment and operation of the Unit must be made in accordance with our specifications.

We have established quality standards and/or specifications for the food, paper goods, packaging, point-of-sale materials, signs, equipment, smallwares, fixtures and other goods, supplies and related services ("Products") that are used in the operation of the Units. You are not allowed to use Products from any vendor, manufacturer, grower or assembler (together referred to as "Vendors") or any dealer, distributor, common carrier, wholesaler, retailer or warehouseman (together referred to as "Distributors"), unless the Vendor or Distributor has been approved in advance by us. McLane Foodservice, Inc. ("McLane") is currently the authorized Distributor of food/supply items to us and our affiliates throughout the country; there may also be regionally approved Distributors of food/supply items depending on your location. Wasserstrom and RSCS Equipment Sales and Services are approved Distributors for equipment and smallwares as well as certain Computer and Information Technology hardware. Neither we nor our affiliates are currently approved suppliers or the only approved supplier for any Products or services, except for YRSG as described in Item 5. YRSG provides required construction services to you for your first unit under a Development Services Agreement under which all consultants, vendors, suppliers and service providers involved are subject to YRSG's reasonable approval. With the exception of certain training materials that you must purchase from McLane, you may purchase Products or services from any approved Vendor or Distributor.

In 2020, the revenues earned by YRSG for development services provided to Taco Bell franchisees were \$174,900. No revenues were earned by Yum! Brands' Architecture and Engineering Department for

development services provided to Taco Bell licensees.

None of our officers or any other person identified in Item 2 directly or indirectly owns any interest in or controls any approved Vendor or Distributor, other than those who may own, for investment purposes only, up to 5% of the capital stock of an approved Vendor or Distributor that is a publicly held business entity whose shares are listed and traded on a national or regional stock exchange or through the National Association of Securities Dealers Automated Quotation System (“NASDAQ”) where this ownership does not give the person any ability to control or influence the Vendor or Distributor.

You must use only Products that meet or exceed our specifications. The specifications for the point-of-sale materials, signs, equipment, smallwares and fixtures are provided to us for distribution to you by the equipment Distributors. Your use of inferior or non-specification Products, or any Products from an unapproved Distributor or Vendor, regardless of the source, is a very serious and material failure to perform the obligations of the Franchise Agreement and can lead to the loss of the franchise. Where specifications have not been published, you must still take care to use only Products which are at least of equal quality to those used by us. Published specifications for food products are available upon request from our designated Quality Assurance Department and are supplied to the approved Vendors and Distributors as appropriate in order to help preserve their confidentiality. Taco Bell Global Engineering provides the specifications for the equipment and Taco Bell Architectural and Engineering provides specifications for the fixtures. Specifications for Products are set by our designated Quality Assurance Department to ease the burden of product selection by you and to ensure that quality of foodservice will be consistently high across all Units. All specifications are subject to our review and modification at any time. We estimate that the required purchases and/or leases are approximately 43% to 68% of the cost to establish a Unit and approximately 42% of operating expenses.

Approval/Disapproval of Distributors

We have the right under the Franchise Agreement and the Manual to approve or disapprove in advance any Vendor or Distributor from whom you would purchase or lease the Products. We currently allow you to purchase Products from any Distributor or Vendor approved by us, whether or not we purchase Products from that Distributor or Vendor. We will provide you with a list of approved Vendors and Distributors upon request. We reserve the right to change the approved Vendors and Distributors at any time and to designate ourselves, our affiliates, or a third party as an approved Vendor or Distributor or the exclusive approved Vendor or Distributor for any particular Product. We are prepared to consider applications for the approval of new Vendors and Distributors, as described below, and will notify the Vendor or Distributor of our approval or disapproval, in our sole discretion, within 60 days of our receipt of all requested information.

We will approve additional Vendors and Distributors based upon several factors, including the effect, if any, on the Units and System, the quality of the Products offered, the total number of Vendors and Distributors that are needed in a region, the business reputation and financial stability of the applicant, the applicant's ability to fill orders timely and accurately, to adhere to our schedules, to maintain confidentiality and other factors as we decide are appropriate. We may also impose additional obligations at the applicant's expense, such as training for employees or equipment upgrades, as conditions for our approval. We may charge the Vendors and Distributors a fee to cover the costs of the approval process, including inspections and investigations. You are not required to pay to us any fees in connection with our approval of an additional Vendor or Distributor.

We understand that Vendors and Distributors may treat these charges as part of their costs in providing the Products, and pass along that cost to their customers, including you, in the form of higher prices for Products. We also understand that the imposition of these charges may discourage some from applying for our approval. We do not directly derive any revenue from Vendors or Distributors as a result

of sales to you. We do not receive lower prices or discounts from Vendors or Distributors because of purchases by you. Neither we nor our affiliates derive any revenue from the sale of required products to you. However, we do receive royalties from third-party aggregator companies in consideration of our licensing their use of the Taco Bell Trademarks for the aggregators to provide services to restaurants, as described below. We do not provide material benefits to you based on your use of designated or approved sources.

We may, at any time, review the performance of any approved Vendor or Distributor to determine whether this policy is being followed. We may inspect at any time during regular business hours, without advance notice, any facility used or operated by an approved Vendor or Distributor for its Taco Bell business to check for compliance with this policy. We may, upon five days' advance notice in writing, audit the business records (including records which would show the quality, specification and source of goods purchased) of any approved Vendor or Distributor to verify compliance. We may revoke our approval immediately upon notice in the event we judge that our policies are not being followed.

In addition, it should be noted that the beverages of The Coca Cola Company are not approved for sale by you in your Unit.

Pepsi-Cola Company Agreement

Through our ultimate corporate parent, YUM, we are bound to an agreement with the Pepsi-Cola Company (“Pepsi”), under which we are obligated, subject to certain exceptions, to serve only soft drinks licensed by Pepsi and/or by the Pepsi/Lipton Tea Partnership (“Partnership”) through December 31, 2026. If you purchase an existing System restaurant from TBC or its subsidiaries or affiliates, you must assume this obligation by entering into the franchisee version of the Pepsi-Cola Beverage Supply and Marketing Agreement, a copy of which will be provided to you prior to your entering into the APA for the purchase of any existing units. Further, all YUM franchisees, regardless of whether they purchase an existing System restaurant from TBC or one of its subsidiaries or affiliates, are required to exclusively sell products licensed by Pepsi and/or the Partnership, subject to certain exceptions. The terms of your contract with Pepsi will be on substantially the same terms as the contract under which we are bound.

Third-Party Aggregator Programs

TBC and its affiliates have entered into agreements with third-party aggregators, including Grubhub Holdings Inc. (“Grubhub”), Uber Eats, Doordash, and Postmates, to provide restaurants owned by us, our affiliates, our franchisees or our licensees with online ordering, pickup and/or delivery capabilities. These agreements are negotiated by us for the benefit of the System including franchisees. Should you choose to participate in these programs, you must enter into a contract with the corresponding third parties. We may receive royalty payments from the third-party aggregators for licensing the Taco Bell brand and certain Trademarks to those third parties to provide services to System outlets.

Restaurant Supply Chain Solutions, LLC

Purchasing activities for food, packaging and equipment used in the System are conducted primarily through Restaurant Supply Chain Solutions, LLC (“RSCS”), formerly known as Unified Foodservice Purchasing Co-op, LLC or UFPC. The members of RSCS are the Taco Bell National Purchasing Co-op, Inc. (the “Taco Bell Co-op”), which is described in more detail below, and similar co-ops of our sister companies and their franchisees (Pizza Hut National Purchasing Co-op, Inc. and KFC National Purchasing Co-op, Inc.). By contract, RSCS also provides purchasing programs and program management services for A&W National Purchasing Co-op, Inc. (which together with the Taco Bell Co-op, Pizza Hut National Purchasing Co-op, Inc. and KFC National Purchasing Co-op, Inc., are collectively referred to below as the “Concept Co-ops”). Because RSCS is a shared resource organization, allocation

costs and sourcing fees attributable to the Taco Bell Co-op, Pizza Hut National Purchasing Co-op, Inc. and/or KFC National Purchasing Co-op, Inc. may increase if RSCS's contract with A&W National Purchasing Co-op, Inc. is terminated for any reason. RSCS and the Concept Co-ops are organized in accordance with federal tax laws relating to entities operating on a cooperative basis. In accordance with those laws, each Concept Co-op has historically distributed substantially all of its net income not required for working capital or reserves to its members each year as a "patronage dividend." RSCS acts as a purchasing agent for the Concept Co-ops and is the exclusive purchasing agent for the Taco Bell company-owned and franchised restaurants in the United States.

The Taco Bell Co-op was formed to allow us, our affiliates and our franchisees to conduct a purchasing program through RSCS. The Taco Bell Co-op is a member of RSCS and operates as a cooperative under Subchapter T of the Internal Revenue Code. RSCS and the Taco Bell Co-op are not affiliated with us, TBC or YUM, and both are organized and operated independently from us, TBC and YUM. However, TBC is a stockholder member of the Taco Bell Co-op and is entitled to elect two members of the Taco Bell Co-op Board of Directors.

The Taco Bell Co-op is governed by a Board of Directors consisting of 8 voting members plus the President of RSCS, who is a non-voting ex officio member. Franchisees who are stockholder members are entitled to elect 5 members of the Taco Bell Co-op Board of Directors (chosen by region); TBC is entitled to elect 2 members of the Board; and the Taco Bell Franchise Management Advisory Council ("FRANMAC") is entitled to elect one Board member. Two directors of the Taco Bell Co-op are appointed annually as voting directors of the RSCS Board of Directors.

Once you obtain a franchise from us, you will be eligible to join the Taco Bell Co-op. (Only those licensees that are also franchisees or that operate 25 or more Units are eligible to join the Taco Bell Co-op.) To join the Taco Bell Co-op, you must buy from the Taco Bell Co-op one share of "Membership Common Stock" (currently priced at \$10), plus one share of "Store Common Stock" for each traditional and two non-traditional Taco Bell restaurants that you own and operate (currently priced at \$400 per share). If you later sell some or all of your restaurants (or otherwise become ineligible for membership), you may not sell or transfer your shares to third parties, although the Taco Bell Co-op may redeem your shares of Store Common Stock at your original purchase price and, if you become ineligible for membership, will redeem your share of Membership Common Stock for \$10.

Your membership in the Taco Bell Co-op makes you eligible to participate in RSCS's purchasing programs. Under the Bylaws of the Taco Bell Co-op, while you are a member, you must purchase virtually all goods and equipment you use in your restaurants through the purchasing programs of RSCS and the Taco Bell Co-op. Also, RSCS and the Taco Bell Co-op may collect sourcing fees directly or indirectly (from distributors or suppliers) from each stockholder member to fund the purchasing programs and services of RSCS and the Taco Bell Co-op.

We do not require that you join the Taco Bell Co-op. Subject to the limitations described below, you may purchase through RSCS and the Taco Bell Co-op as a non-member (in which case you will have no voting rights and will not be entitled to receive patronage dividends). The Taco Bell Co-op's Bylaws require that the Taco Bell Co-op conduct more than 90% of the value of its business with its stockholder members. In implementation of that rule, RSCS reserves the right to refuse to do business with Taco Bell franchisees who are not members of the Taco Bell Co-op.

For additional information about Restaurant Supply Chain Solutions and the Taco Bell Co-op, contact Kirsten Michulka, Senior Vice President Supply Chain and General Manager of the Taco Bell Co-op, 1 Glen Bell Way, Irvine, CA 92618 at 502/891-2741, and request a copy of the "Membership Information Packet" for the Taco Bell Co-op.

Gift Cards

Our affiliate, GCTB, LLC, manages the Taco Bell Gift Card Program. All Units must sell gift cards and accept gift cards as payment. Gift cards are processed in the same manner as existing credit and debit cards which system requirements are addressed in Item 11 under the heading Computer and Electronic Point of Sale System. For any approved authorizations from a Taco Bell gift card, settlement will be included in the normal process with the restaurant's merchant processing provider account, as with any other payment card transaction. Several states require gift cards to "cash out" the remaining value if under a specific value. GCTB, LLC has issued cash out procedures with which you must comply. You are permitted to exclude from your calculation of "Net Sales" all proceeds from the sale of gift cards, and therefore the proceeds are not subject to the franchise royalty and advertising fees. However, both franchise royalty and advertising fees must be paid on all gift card redemptions. Gift cards that are ordered and shipped in the Marketing Window POP are not subject to shipping or handling charges; if ordered otherwise, shipping and handling charges will apply.

Franchisees are not permitted to sell any other gift certificates, scrip or coupons, though they may continue to redeem those already in circulation.

Insurance

You must obtain and maintain at your own expense insurance policies with insurers satisfactory to us covering workers' compensation, employer's liability, commercial general liability, products liability, liquor liability and all-risk property insurance. If you do not maintain the required insurance coverage, we may purchase it for you and charge the cost to you as described in Item 6.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise and other Agreements. It will help you find more detailed information about your obligations in these agreements and in other Items in this disclosure document. (FA=Franchise Agreement; KTSFA=KT Successor Franchise Agreement; DSA=Development Services Agreement; APA=Asset Purchase Agreement; DA=Development Agreement; RA=Relationship Agreement; RAQ=Guaranty)

| Obligation | Section in Agreement | Item in Disclosure Document |
|--|--|-----------------------------|
| (a) Site selection and acquisition/lease | FA & KTSFA: 5.3, 15.3(b), 16.8 DSA: 2 APA: 1, 5.1, 8.5, 9.4 DA: 4,5 RA: Not applicable RAQ: Not applicable | 5, 11 |
| (b) Pre-opening purchases/leases | FA & KTSFA: 4.4, 5.3, 11, 15.3(b), 16.8 DSA: 2, 3, 4 APA: 8 DA: Not Applicable RA: Not applicable RAQ: Not applicable | 5, 8 |

| Obligation | Section in Agreement | Item in Disclosure Document |
|---|---|------------------------------------|
| (c) Site development and other pre-opening requirements | FA & KTSFA: 3.0, 4.1, 11 DSA: 2, 3, 4, 5, 6, 7 APA: 5.1 DA: Not Applicable RA: Not applicable RAQ: Not applicable | 5, 6, 7,11 |
| (d) Initial and ongoing training | FA & KTSFA: 4, 13.0 (d) DSA: Not Applicable APA: Not Applicable DA: Not Applicable RA: Not applicable RAQ: Not applicable | 11 |
| (e) Opening | FA & KTSFA: 2.0, 3.0, 7.0 (a) DSA: Not Applicable APA: Not Applicable DA: 4, 5, 8, 10 RA: Not applicable RAQ: Not applicable | 11 |
| (f) Fees | FA: 4.4, 6.1(a), 7, 8.5, 10.1, 11, 13.0 (c) 15.4, and, if an In-Line 10 + 10 Addendum is included, Section 2 of the Addendum KTSFA: 4.4, 6.1(a), 7, 8.5, 10.1, 11, 13.0 (c) 15.4 DSA: Preamble, 2, 3, 4, 5, 6, 7, 8 APA: 1, 2, 3, 4, 7.5, 14, 18, 19, 27 DA: 4, 10, 11 RA: Not applicable RAQ: Not applicable | 5, 6, 7 |
| (g) Compliance with standards and policies/Operating Manual | FA & KTSFA: 1.1, 3, 4.3, 5.1, 5.2, 6.3, 8, 9.0 DSA: 1, 5 APA: Not Applicable DA: Not Applicable RA: II.A(1), II.B RAQ: I.1 | 8, 11, 14, 15 |
| (h) Trademarks and proprietary information | FA & KTSFA: 3, 14, 15, Appendix DSA: Not Applicable APA: 1 DA: Not Applicable RA: II.B(1,2,3,4,6) RAQ: Not Applicable | 13, 14 |

| Obligation | Section in Agreement | Item in Disclosure Document |
|---|--|------------------------------------|
| (i) Restrictions on products/services offered | FA & KTSFA: 3.5 DSA: Not Applicable APA: Not Applicable DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 11, 16 |
| (j) Warranty and customer service requirements | FA & KTSFA: Not Applicable DSA: 9 APA: 11, 12 DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | Not Applicable |
| (k) Territorial development and sales quotas | FA & KTSFA: Not Applicable DSA: Not Applicable APA: 41 DA: 5, 9, 10 RA: Not Applicable RAQ: Not Applicable | 12 |
| (l) Ongoing product/service purchases | FA & KTSFA: 3.5 DSA: Not Applicable APA: Not Applicable DA: Not Applicable RA: II.B(4) RAQ: Not Applicable | 8 |
| (m) Maintenance, appearance and remodeling requirements | FA & KTSFA: 3.2, 5 DSA: Not Applicable APA: 2.2, 18 DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 10, 11,17 |
| (n) Insurance | FA & KTSFA: 11 DSA: 6.2, 9.21 APA: Not Applicable DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 6, 7, 8 |
| (o) Advertising | FA & KTSFA: 3.0, 3.1(c), 6, 7 DSA: Not Applicable APA: Not Applicable DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 6, 7, 11 |

| Obligation | Section in Agreement | Item in Disclosure Document |
|---|---|------------------------------------|
| (p) Indemnification | FA & KTSFA: 10 DSA: 9.4, 9.5 APA: 16, 17 DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 6 |
| (q) Owner's participation/ management/staffing | FA & KTSFA: 3.1, 4 DSA: Not Applicable APA: 15 DA: Not Applicable RA: II.C,E,F RAQ: Not Applicable | 11, 15 |
| (r) Records/reports | FA & KTSFA: 8 DSA: 6 APA: Not Applicable DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 6 |
| (s) Inspections, audits | FA & KTSFA: 8.5, 9 DSA: Not Applicable APA: 8.6, 8.7 DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 6 |
| (t) Transfer | FA & KTSFA: 13 DSA: 9.2 APA: 28, 38 DA: 13 RA: II.B(7), II.D RAQ: I.2(d) | 17 |
| (u) Renewal | FA: 2.0 and, if an In-Line 10 + 10 Addendum is included, Sections 2.2 and 3 of the Addendum DSA: Not Applicable APA: Not Applicable DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | 17 |
| (v) Post-termination obligations | FA & KTSFA: 3.8, 15 DSA: Not Applicable APA: Not Applicable DA: 11 RA: III.A, II.B.8 RAQ: I.7, II | 17 |

| Obligation | Section in Agreement | Item in Disclosure Document |
|---|---|-----------------------------|
| (w) Non-competition covenants | FA & KTSFA: 3.8 DSA: Not Applicable APA: Not Applicable DA: Not Applicable RA: II.B(8) RAQ: Not Applicable | 15, 17 |
| (x) Dispute resolution | FA & KTSFA: 15.2, 16.4 DSA: 9.19 APA: 32 DA: 12 RA: IV.F RAQ: I.6, III.F | 17 |
| (y) Other: Acquisition and development restrictions on acquiring additional Taco Bell branded restaurants | RA: II.M | 17 |
| (z) Other: Indebtedness limitations | RA: II.P | 17 |

Item 10

FINANCING

We may attempt periodically to identify lenders willing to extend financing to you. Our assistance in identifying lenders is not an approval or endorsement by us of any of the lenders or of the financing arrangements. The terms of any such financing arrangements will be agreed upon between you and the lender and may vary widely.

Provided your accounts are in good standing, we do not currently require you to execute notes, contracts, or other instruments containing waivers of defenses or confessions of judgment under ordinary circumstances.

If you purchase an existing restaurant from us or one of our affiliates, we may either lease or sublease the land and building to you under a triple net lease in the form then currently being used by us.

TBC had no past practice, and we have no present practice, of selling, assigning or discounting your obligations under the Franchise Agreement to third parties. However, in the past, TBC sold the promissory notes of franchisees and assigned its right to receive rents under leases with franchisees to third parties. We may continue this practice if we deem it to be in our best interest.

Except as described below, we do not offer, directly or indirectly, any arrangements for financing your initial investment or the continuing operation of your Taco Bell business. We are unable to predict whether you will be able to obtain financing for any part of or all of your investment and, if you are able to obtain financing, we cannot predict the terms of such financing.

YUM Minority Lending Assistance Program

YUM offers an optional lending assistance program for qualified minorities (the “YUM Minority Lending Assistance Program”). The term “minorities” is defined by the United States Small Business Administration for its business development programs at 15 U.S.C. Section 631(f)(1)(C) and it includes Black Americans, Hispanic Americans, Native Americans, Indian tribes, Asian Pacific Americans and other

minorities.

If you are a qualified minority, you may apply to YUM for lending assistance for your franchised business under the YUM Minority Lending Assistance Program. YUM is not obligated to provide lending assistance to your franchised business and it may deny your application for any reason. If you meet YUM's criteria for the YUM Minority Lending Assistance Program and YUM, in its sole discretion, agrees to allow you to participate, then YUM's lending assistance will take the form of YUM guaranteeing 25% of the principal of your franchised business loan, up to a maximum of \$3,000,000 per loan or franchisee.

In order to be qualified to participate in the YUM Minority Lending Assistance Program, you must meet the following criteria:

Individual Applicant Requirements

- You are a new minority franchisee applicant.
- You are purchasing an existing Taco Bell restaurant from YUM (or one of its affiliates) or an existing Taco Bell restaurant from a franchisee or financing a new development.
- You are an experienced restaurant operator with a successful track record and you meet all of our criteria for operating a Taco Bell restaurant, including successfully passing YUM's and/or our background check.
- You must possess liquid assets in excess of \$750,000 and a net worth of at least \$1.5 million.
- You must agree to make an initial down payment of at least 20% (equity or cash) of the total initial investment at the time of closing; and, immediately following closing, you will possess initial working capital cash at least in the amount of 4% of the total purchase price.

Operational Requirements

- You must maintain or introduce all menu items and menu boards or other equipment that are used in one or more of our restaurants.
- Upon our reasonable request, you must agree to participate in test market projects and you must sign our then-current Test Market Agreement.
- You must notify YUM (or its designee) immediately of any event of default under the loan.

Required Terms of the Loan

- The term of the loan must not exceed twelve years for leasehold sites and fifteen years for fee-simple sites.
- For fee-simple sites, you must sign a note and mortgage giving the lender a first-lien priority or security interest on each of your fee-simple sites on which you will operate a Taco Bell restaurant.
- For leasehold sites, you must sign a note and leasehold mortgage giving the lender a security interest on each of your leasehold sites on which you will operate a Taco Bell restaurant.
- If, before the natural expiration of either a fee-simple mortgage or leasehold mortgage (as applicable), any fee-simple site or leasehold site (as applicable) that acts as collateral for that mortgage is sold or permanently closed, you must pay the lender the principal still owed under the mortgage for those sold or closed sites, plus any applicable interest.
- A default under the loan made to you will be deemed to be a default under your franchise agreement.
- Your owners will be required to personally guaranty the loan.
- YUM must be notified if a loan is more than thirty days past due.
- In the event of a default under the loan, YUM (or its designee) will have the right, but not the obligation, to buy out any franchisee loan at any time for the then-outstanding principal balance of the loan plus the accrued interest.

Even if you meet all of the requirements set forth above, YUM may decide to not permit you to participate in the YUM Minority Lending Assistance Program. In addition, YUM can discontinue the YUM Minority Lending Assistance Program at any time.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

(1) At least six months prior to ground break, you must submit the following documents to your brand designer for brand review sign off: site sketch, extended site plan, exterior elevations and seating/equipment plan. We will review trade areas and possible sites, consider sites for approval, advise you about general procedures involved in acquiring the property, and provide you with the standard plans for a Unit.

(2) The Franchise Operations Manual, commonly referred to as the Answer System (the "Manual") will be provided to you via electronic access to a confidential website, which also includes our on-line training courses and is commonly referred to as OneSource. Because the Manual is provided electronically, the pagination thereof may differ than if it were provided in hard copy form. We estimate the Manual to be approximately 4,500 pages. Exhibit G lists the Table of Contents of the OneSource library folders, by name and number of pages, that comprise the Manual.

(3) We will make available to you and to one manager its operations training course (Exhibit B-1, Section 4.0). We require that you and one manager successfully complete its training program to our satisfaction. The training program is further described below.

(4) We will provide a representative, who will assist in coordinating pre-opening activities and be available to assist with Unit operations throughout the opening week, as reasonably needed (Exhibit B-1, Section 3.0).

(5) We will develop and present to you an advertising program designed for the initial opening of the Unit (Exhibit B-1, Section 3.0).

Certain of the pre-opening services described above are not applicable when you purchase an existing Unit. In those circumstances, we do not provide the services described above, except furnishing of a Manual and training course.

Continuing Obligations

(1) Furnish you, as we deem appropriate, with advice and assistance in managing and operating the Unit, including local visits by our representatives. (Exhibit B-1, Section 3.0.)

(2) Delete from and add to the System and the Manual to reflect changes and updates. We will provide such revisions, deletions, and additions to you. (Exhibit B-1, Section 3.3)

(3) Develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of Units and establish and maintain a marketing fund as described below. (Exhibit B-1, Sections 6.0 and 6.1 (a), (b), (c).)

Location Selection

Each location, whether located by our representative or by you, is subject to our market plan approval. Except as provided in our current Integrated Expansion Policy described in Item 1 above, we can approve or disapprove locations within our sole discretion and in consideration of any factors, such as area population, residents' ages and incomes, traffic counts, convenience of ingress and egress, existing restaurants in the area, anticipated land acquisition costs and construction costs, the operating results of existing restaurants in similar or nearby areas, and any other factors, both objective and subjective, which in our view might bear upon the probability of a successful restaurant development and operation. We typically notify you of approval or disapproval of a site within 30 to 60 days of your submission of a complete site package. If you and we do not agree on a site, you must not build. If we do not approve a site, we will not issue a Franchise Agreement.

We estimate the length of time between your payment of the initial franchise fee deposit, which is due upon your registration of a site, and the opening of the Unit will be approximately 18 to 24 months. Many factors may affect this length of time, such as obtaining the necessary governmental permits and approvals, weather conditions and labor difficulties during land development and building construction, and delivery of all necessary signs and equipment, among other things.

Training Program

We require that all new franchisees attend our Starting Bell brand immersion course at our Restaurant Support Center in Irvine, CA. This course is additional to and separate from the required restaurant training described in the table below. It is a 3 -day course at which new franchisees will develop the tools and know how to become a successful Taco Bell franchisee, experience and become champions of the Taco Bell Brand Soul, learn about our growth strategy and meet and develop relationships with Business and Operations support teams and other franchisees.

Additionally, we require that you and one manager successfully complete the training program to our satisfaction. Our management training program, offered on an as-needed basis, is a minimum of 7 weeks. Depending on the size and the geographical location of your restaurant/organization, the training may be extended to 8 weeks. If the restaurant/organization is multibrand, additional time for the other brand's training is required. The training consists of web-based or e-learning training, as well as on-the-job and classroom training. The instructional materials may include the Manual, paper-based materials, e-learning and other course specific handouts. Training is conducted by a restaurant training manager we certify, in an approved company owned restaurant that is geographically convenient to the attendees whenever possible and, for franchise applicants, should be scheduled to finish 4 to 6 weeks prior to the scheduled opening of your Unit. This program, as well as any other required ongoing training courses that we may choose to offer to existing franchisees in connection with new product roll-outs or other System changes, is tuition-free for you and your restaurant manager. Additional people can be trained at a fee, which was \$350 per person as of our last fiscal year. We may also charge tuition for training courses that are not mandatory. You are responsible for all other training costs, including travel and living expenses for yourself and your employees, etc. **Please note that we may terminate or decline to issue the Franchise Agreement for your first Unit if you fail to successfully complete this training course (Exhibit B-1, Section 4.1).**

The basic franchise management training program is continually subject to refinement and change as we deem appropriate. The following table provides a description of the training program as of the end of our last fiscal year.

TRAINING PROGRAM

| Column 1 Subject | Column 2 Hours of Classroom Training | Column 3 Hours of On- The-Job Training* | Column 4 Location |
|--|---|--|---|
| Team Member Basics & Service Champion | | Week 1 – 50 hours | Approved Company Owned Restaurant |
| Food Champion and Managing a Shift | | Week 2 – 50 hours | Approved Company Owned Restaurant |
| Team Trainer Managing a Shift | | Week 3 – 50 hours | Approved Company Owned Restaurant |
| Managing a Shift | | Week 4 – 50 hours | Approved Company Owned Restaurant |
| AGM Activities and Leading a Restaurant - GM Curriculum | | Week 5 – 50 hours | Approved Company Owned Restaurant |
| Leading a Restaurant - GM Curriculum | | Week 6 – 50 hours | Approved Company Owned Restaurant |
| Leading Multiple Restaurants with: - Operations Consultant - Area Coach Curriculum | | Week 7 – 50 hours | Approved Company Owned Restaurant |
| Above Restaurant Leader Processes and Realistic Job Preview | | Week 8 – 50 hours | DMA Tour with Operations Consultant New franchisee shadows the Company Operations Leader |
| Food Safety Certification Training** (Classroom or online learning through OneSource) | 8 hours or as appropriate to meet state and local Food Safety training requirements | Or Online course is 8 to 10 hours | Local classroom or on-line learning |

*Hours of On-The-Job Training include in-restaurant training through Taco Bell OneSource.

**Food Safety Certification training is required for at least one manager per restaurant at your expense. Training can be completed through Taco Bell OneSource, ServSafe or other approved vendor that meets state/local Food Safety training requirements. Re-certification of this training must occur every 3 years.

All restaurant employees are required to be certified in their specific job role by successfully completing OneSource e-learning courses and on-the-job requirements for their specific job role (TM-Area Coach-GM). Once certified, restaurant employees are required to recertify during each Marketing Experience by completing OneSource e-learning courses and on-the-job requirements.

In addition to the above required training, optional classroom training is available at your expense, e.g., Achieving Breakthrough Results, the Mark, the Quest.

All training instructors and training restaurants are subject to our approval. All training instructors have a minimum of one-year prior training and operations experience in the subjects covered above. Currently, the training program is supervised by Kelly McCulloch, Chief People Officer since January 2020.

The initial training program for a KT restaurant will include training on KFC/Taco Bell combined operations and issues specific to the operation of multi-brand restaurants. You should consult the applicable Franchise Disclosure Document provided by the other brands for additional information related to operating a multi-brand restaurant.

Computer and Electronic Technology Equipment

The computer and electronic technology equipment used in the Unit, including (without limitation) computer and point of sale (“POS”) equipment, kitchen and credit card/gift card processing equipment, Order Confirmation Board (“OCB”) equipment, Back of House (“BOH”) equipment, broadband internet access equipment and training access equipment, must meet or exceed our specifications.

Front of House Technology

Point of Sale System

Our POS System currently requires you to utilize PAR or Toshiba cash register terminals, which record sales transactions (such as capturing sales, ticket data and product ordering data) and provide support functions (such as POS operations and order routing). There is no contractual limit on our right to access this information and data. In addition, you are currently required to use the POS terminals developed by Xenial’s XPIENT solution. The POS equipment also requires kitchen equipment and software to display and process orders through assembly/delivery in the kitchen. QSR is currently an approved vendor for the Kitchen Display System (“KDS”). POS/KDS costs vary depending on the hardware system and configuration you purchase; however, the estimated costs associated therewith are set forth in the below chart.

Secure Credit Card Payments

All Units must utilize credit card processing equipment (including the secure credit card terminals and all connectors required to be used in conjunction with the POS System) from Verifone Secure Payment (SCA). Verifone P400 terminals must be utilized in connection with drive-thru payment processing POS terminals and Verifone MX915 terminals must be utilized in connection with front-counter and kiosk POS terminals. A typical Unit will require four Verifone MX915 terminals and one Verifone P400 terminal. Optionally, the Verifone e285 mobile device can be used for line-busting if leveraged in the Unit. In addition, you must obtain credit card processing services from Fiserv. The fees/costs associated with debit/credit card transactions vary and are typically calculated based on the total purchase price amount (including tax); however, the estimated costs associated therewith are set forth below in the chart.

Order Confirmation Boards

To support our POS System, we require you to use one of the two following approved OCB manufacturers: (i) Delphi and (ii) Acrelec. The cost of the OCB hardware varies; however, the estimated

costs associated therewith are set forth in the below chart.

If you have installed a digital menu board, the OCB is integrated in the screen itself and a separate OCB is not required.

Digital Menu Boards

Our digital menu board system (interior and exterior) requires you to use Stratacache enclosures and media players, and all of these components are orderable through RSCS. This solution is dependent on the POS equipment highlighted above to function properly. The menu boards must be powered on at all times in order for important updates to be sent to the menu boards. All current hardware costs are available from RSCS, but approximate costs are listed in the below chart. There are additional software fees that must be paid directly to Stratacache and Taco Bell when these boards are installed. Please see below for details on these fees. Please note: Interior DMBs are required for all remodels and new builds. Exterior DMBs are required only for new builds and major remodels at this time.

Kiosks

Our kiosk system requires you to use EloTouch tablets, VeriFone MX915 payment terminals, Storm Audio Navigation Devices, and mount fixtures provided by IDx. These devices allow customers to input orders directly into the system and complete their transactions via card payment or opt to complete the transaction at the traditional Point of Sale. There is no contractual limit on our right to access this information and data. The kiosk solution is dependent on the POS equipment highlighted above to function properly. The kiosks must be powered on at all times while the dining room is open, unless prior approval from Taco Bell has been provided. The kiosks must be free of any signs or other items that are not described herein (e.g.: tables/chairs/signage blocking or impeding access to the kiosks). Use of kiosks is subject to the transaction fee outlined in the Taco Bell All Access Policy.

Back of House Technology

Broadband

Comcast is the single managed service provider for broadband services. As the broadband service provider, Comcast will manage the provisioning of all circuits, hardware installation, maintenance and monitoring. Instead of obtaining broadband service from Comcast, you may (subject to certain exceptions) choose a Bring Your Own Broadband (“BYOB”) option; however, any such BYOB option must meet the minimum requirements we set forth and must be approved by us in advance. You must sign a managed service contract with Comcast, even in connection with a BYOB option, so that Comcast can install and manage the requisite network hardware in the Unit. Broadband pricing will depend on the local cable provider and whether a restaurant requires an alternative solution (e.g., DSL, 4G, Satellite) due to the unavailability of cable/fiber.

Training Access

Each Unit is required to have a computer or mobile tablet to access the e-learning training classes in OneSource.

Back of House Computer

Our BOH system includes the e*Restaurant software from Altametrics, a Hewlett Packard computer and a Brother printer. If you do not elect to use our BOH system, you must obtain a system which meets or exceeds all of our current BOH system specifications for reporting, tracking, capabilities,

compatibility, and functionality and you must ensure that all data from your BOH system is shared with Taco Bell on a regular basis for measurements on performance and accuracy. SmartLynx SabreTooth Technologies is currently the only approved alternative BOH system; however, we do not provide support for the SmartLynx SabreTooth Technologies system. The fees associated with the BOH system will vary based on the software and related equipment configuration; however, the estimated costs associated therewith are set forth in the below chart.

BOH Speed of Service Timer & Headsets

Each drive-thru Unit must obtain and maintain BOH Speed of Service Timers and Headsets for taking orders. HME Electronics, Inc. is currently our approved vendor for BOH Speed of Service Timer & Headset equipment and maintenance.

Other Technology & Services

Taco Bell IT Service Desk

The Taco Bell IT Service Desk currently provides support for certain “certified” in-restaurant hardware and software obtained from our supported vendors (as set forth in the chart below). You must pay us an annual fee in connection with the Taco Bell IT Service Desk providing this support. All other hardware, software, and services must be maintained and supported by your own vendors and the costs are your responsibility.

Technology Maintenance & Updates

You must maintain your POS system and all your computer systems and electronics in good repair. Upon our request you must replace and upgrade the equipment in the Unit. (Exhibit B-1, Sections 3.3, 5.0 and 5.2). We can access the information stored in your system, and there is no contractual limitation on our right to do so. Except as otherwise indicated, neither we nor our affiliates nor any third parties currently have any obligation to provide ongoing maintenance, repairs, upgrades or support for your computer systems unless you have made arrangements with them to do so, and we cannot estimate the cost of maintaining, updating or upgrading your computer systems or its components as the cost will depend on your repair history, local costs of computer maintenance services in your area and technological advances.

You will be required, by certain specified dates, to update your Unit to comply with our then-current technology specifications, including network broadband and all FOH & BOH technologies. Costs to upgrade hardware are currently in line with the estimated costs set forth below, and these costs will be your responsibility. Costs for future upgrades will also be your responsibility. Such upgrades may require you to purchase new technologies, as well as improvements to or modifications of existing technologies, from us, our affiliates, or designated third parties and to enter into related license and support agreements with us, our affiliates, or designated third parties and pay all related fees, including fees to support any online and smartphone “app” ordering systems. If you must purchase from us or our affiliates, we and our affiliates reserve the right to state license, support, maintenance and other technology fees separately or in the aggregate and to change the basis of the allocation of any fees from time to time to reflect: (i) any increase or decrease in the costs and expenses of providing the applicable services, or (ii) any change in the competitive needs of the System, including the right to change the basis for charging such fees, so long as the charges are computed on a fair and consistent basis among similarly situated Units receiving the services for utilizing the applicable systems.

PCI Security & Compliance

You are required to have on file with your bank, a current certificate of PCI compliance covering

all of your Taco Bell restaurants. Your bank will notify you of their reporting and filing requirements. We or our designee may provide certain security services to your Taco Bell restaurants on your behalf; however, the responsibility to file and maintain PCI compliance is incumbent upon you.

Tech Check

In addition to maintaining a certificate of PCI compliance, you may be required to complete an annual Taco Bell Security Assessment in order to document and certify the effectiveness of cybersecurity controls in your restaurants. If you elect to utilize our FOH, BOH, network broadband, and payment terminal systems, we or our designee will attest to the applicable controls on your behalf (although some specific information about your operating environment will be required from you). If you choose not to utilize all of our supplied systems, you will be required to undergo a formal assessment by a Taco Bell-approved assessor at your own expense. Costs associated with this assessment may vary depending on which approved assessor you choose to contract with, however the estimated costs associated therewith are set forth in the chart below.

Estimated Costs for Computer and Electronic Technology Equipment in New Units:

| | <u>Certified Technology</u> | <u>Supported Vendor</u> | <u>One-Time Cost</u> | <u>Annual Cost</u> |
|---------------|--|--|---|--------------------------------------|
| FOH Equipment | POS / KDS | PAR or Toshiba/QSR | \$10,000 to \$15,000 + Installation | N/A |
| | HME Timer (with headset, system, and installation) | HME | \$8,000 to \$9,000 | N/A |
| | Secure Pay Hardware & Installation | Verifone | \$2,000 to \$2,500 | \$156 |
| | Kiosk | Elo, IDX, PAR | \$6,000 incl installation | N/A |
| | DMB | Stratacache | \$ 4500 to 6500 + Installation – Interior \$13,000 + Installation - Exterior | N/A |
| FOH Software | POS Software | XPIENT by Xenial | \$1,250 | \$300 |
| | Mobile Connector Maintenance, Secure Pay Encryption, Tokenization & Connectors Maintenance | Verifone, XPIENT by Xenial, TransArmor | \$300 to \$400 | \$250 to \$350 |
| | DMB Maintenance, warranty, license, DMB support fee | Stratacache | \$990 - Interior \$990 - Exterior | \$845 – Interior \$975 - Exterior |
| BOH | PC Equipment& Installation | HP | \$1,600 | N/A |
| | Printer & 2 Year Warranty | Brother | \$300 | N/A |

| | | | | |
|----------------|--|-------------|----------------|---|
| | Windows 10 & Email License | Microsoft | N/A | \$96 |
| | Altametrics Activation Fee | Altametrics | \$300 | N/A |
| | e*Restaurant Setup Fee | Altametrics | \$600 | N/A |
| Support | BOH and Support Services | TBC | N/A | \$1,651 |
| | FOH and Support Services | TBC | N/A | \$2,093 |
| Other | OneSource Tablet w/ Taco Bell Image | Samsung | \$600 to \$900 | \$60 |
| | Broadband | Comcast | N/A | \$3,000 to \$4,000 |
| All Access | All Access Fee | Us or TBC | N/A | \$1,500 |
| Cyber Security | Tech Check Security Assessment based on Unit's configuration | Protiviti | N/A | Estimated to be: \$8,000 for the first 30 Units plus an additional \$2,000 for each additional 10 Units |

These costs are estimates and are subject to change. They do not include taxes or shipping. RSCS (Restaurant Supply Chain Solutions) facilitates the acquisition of the majority of our approved and certified technologies. Their sourcing fees are included in the cost estimates above where applicable.

Advertising

You must contribute to the Taco Bell marketing fund a marketing fee equal to 4.25% of Gross Sales of the Unit, which is deposited in the accounts of the Taco Bell National Advertising Fund Administration ("NAFA"). You must pay the fee by electronic funds transfer on or before the fifth business day immediately following the accounting period (as designated by us) in which the sales were made. Currently, we and/or our affiliates also contribute 4.25% of the Gross Sales from company-owned Taco Bell restaurants in the United States.

Franchisees who qualify for the Urban Test Incentive Program (see Item 1) will benefit from a number of incentives, one of which is the waiver of the requirement to pay any marketing fees for the first two years the Unit is open. Franchisees who qualify for the National Incentive Program (see Item 1) will benefit from a number of incentives including the waiver of the requirement to pay any marketing fees for 1 to 4 years, depending on the size of their Taco Bell restaurant portfolio and the program's tier level reached. Franchisees who qualify for the De-Coupling Incentive Program (See Item 1) will benefit from a number of incentives, one of which is a reduction of the required payment of period marketing fees from 4.25% of Gross Sales to 2.25% of Gross Sales for the first year the Unit is open or for the one-year period following the completion of its conversion or upgrade, as applicable.

Marketing fees are expended to help defray our costs of advertising the Taco Bell brand and are allocated under the current form of franchise agreement to the Marketing Fund. The Marketing Fund may be used by us, as we determine in good faith, to disseminate, improve and support public awareness of the Taco Bell brand and System, to increase System-wide sales, to purchase advertising under the Marketing Fund Policy effective January 1, 2013, and to pay for the development, support, and dissemination of marketing and media programs on a regional or national basis. The practices and procedures under which

these monies are collected, held, and dispersed are described in the Taco Bell Marketing Funds Policy, which may occasionally be revised according to the procedure stated in the Franchise Agreement, Section 6.1(b).

NAFA collects, maintains, and disburses the marketing funds under the Marketing Funds Policy. Until late 2012, the prior form of franchise agreement required that franchisees contribute to a Universal Fund a marketing fee equal to 4.5 % of Gross Sales of the Unit which funds were allocated to the local advertising cooperatives around the country in which both our predecessor, TBC, and franchisees participated, as follows: one third (1.5%) of the 4.5% paid to the Universal Fund was made available to reimburse the local associations for advertising placed in local media under the Taco Bell Marketing Funds Policy dated January 1, 2006 ("Prior Policy"). NAFA may continue to maintain the local funds accounts under the Prior Policy ("Old Accounts") so long as franchise agreements that reference such Old Accounts remain in effect.

During the fiscal year ended December 29, 2020, NAFA spent 24.4% of its funds on the production of advertisements and other promotional materials, 74.3% for media placement, 0.2% for general and administrative expenses, and 1.1% for other expenses.

No marketing funds are used for the solicitation or the sale of franchises. NAFA maintains books and records setting forth all of its financial transactions and provides to FRANMAC an annual accounting of the marketing fund, prepared by an independent auditor selected according to procedures agreed upon by us and FRANMAC. You may obtain a copy of the annual accounting from FRANMAC. Except for this annual accounting to FRANMAC, we have no obligation to make the NAFA financial statements available to franchisees. NAFA may spend more or less than the total contribution from all Taco Bell restaurants and may borrow from any sources at commercially reasonable rates and terms. If any funds are not spent during the year in which they were collected, they will be used to pay for expenditures incurred in the next year.

We may invest the marketing fund monies as we see fit, and the income from these investments may be taken and spent by us to defray the costs (out-of-pocket or internal) of administering the marketing fund. The Franchise Agreement does not impose the duties of a fiduciary, or any other heightened standard, upon us with respect to our handling of the marketing fund.

It is of critical importance to the ability of both you and us to compete in our industry that advertising and marketing programs always present to the general public a unified, coherent and consistent approach and image for the Taco Bell brand. Therefore, it is required that all advertising undertaken for Taco Bell Units be approved in advance by us. Our decision is final. You must pay a portion of the costs of the advertising programs. While we do permit you a limited degree of latitude in how precisely you follow our lead in the execution of these advertising and sales programs, you must make your contractual contributions whether or not you choose to adhere to the programs that are paid for with the funds.

Although we will endeavor to utilize the marketing fund to develop advertising and marketing materials and programs and to place advertising that will benefit the Taco Bell System generally, we do not ensure that expenditures by the marketing fund will benefit your Unit directly or in proportion to your contribution.

There currently is a franchisee advisory council, "FRANMAC," that works strictly in an advisory capacity with us on various policies and procedures, including advertising. Each member of FRANMAC is elected by the other franchisees in the member's geographic area or "zone." Currently there are 15 FRANMAC representatives. FRANMAC meets quarterly and, in addition, conducts one meeting per year that is open to all franchisees. We have no power to change or dissolve the council.

Item 12

TERRITORY

The Franchise Agreement does not provide territorial protection or exclusivity for you, although we may grant such rights in separate transactions or by policy on a temporary basis. There are no exclusive areas or territories granted to you in the Franchise Agreement. The Franchise Agreement licenses the use of the Trademarks in connection with the operation of a Unit at a specified location. Your rights under the Franchise Agreement are non-exclusive and do not include the right to prevent any other uses by any persons or entities of the Trademarks or the System *regardless of how close they are or will be to the Unit.*

You will not receive an exclusive territory under the Franchise Agreement. You may face competition from other franchisees or licensees, from Units that we own, or from other channels of distribution or competitive brands that we or our affiliates control. Our Integrated Expansion Policy describes conditions that in some instances limit or restrict site registrations and restaurant development after consideration of the type of restaurants proposed and the proximity of other Units. If you purchase one or more existing Units from us or one of our affiliates, you may be required to waive any impact protection under our then-current Integrated Expansion Policy, if any, to which you may be entitled under the franchise agreements for the purchased Units, which waiver shall be effective for the entire term of the franchise agreements.

If you purchase existing Units, you may also be required to develop one or more new Units according to a Development Agreement in a form similar to that attached as Exhibit C. You may be required to develop the Units within a one-half mile radius of certain intersections that we designate, or we may choose to designate an entire geographic region or part of it as the development area. The Development Agreement will specify the dates by which each of these Units must be open for business. You will be required to pay to us a development fee of \$45,000 for each new Unit, \$10,000 of which is payable upon registration and the balance of which is due upon the Unit's groundbreaking. If the Development Agreement is being issued in connection with your purchase of restaurants from an existing franchisee, any Unit that was registered by the prior franchisee shall not count as a new Unit under your Development Agreement, even if such Unit opens during the term of your Development Agreement. If you fail to develop and open a Unit on time, upon the missed opening date you must pay to us: a) within 5 days of the missed deadline, a lump sum payment of \$45,000 or the balance of the development fee if you have previously made a \$10,000 deposit, which \$45,000 total fee shall be applied towards the initial franchise fee under the franchise agreement for the new Unit to the extent the new Unit is opened during the term of the Development Agreement; and b) payments of \$4,231 for each four or five week accounting period of our pertinent financial calendar until the earlier of the date i) you open the new Unit or ii) that is 10 years from the required Opening Date as defined in the Development Agreement. Alternatively, we may choose to require that you pay a development fee calculated by multiplying the aggregate number of new Units you are required to develop and operate thereunder by the sum of \$45,000 in which case we will credit the portion of the development fee attributable to a new Unit against the initial fee for such new Unit so long as such new Unit is opened in accordance with the Development Agreement. As stated above, payment of \$4,231 for each four or five week accounting period of our pertinent financial calendar would be due until the earlier of the date i) you open the new Unit or ii) that is 10 years from the required Opening Date as defined in the Development Agreement. In the event that the new Unit does not open, these fees are not refundable or applicable to other Units. The standard term of the Development Agreement is five (5) years, though the term may be for a shorter or longer period depending on the location and the number of new Units to be opened.

We and/or our affiliates operate many Taco Bell Units and we permit many other franchisees and third parties to use the Trademarks and System. We will likely permit additional uses in the future, and we may allow them to locate themselves anywhere without regard to their proximity to your Unit, except as

stated above. The Franchise Agreements do not restrict our and our affiliates' right to locate our and our affiliates' own Taco Bell Units without regard to their proximity to your Unit. Pizza Hut and KFC, as well as any chains acquired or developed by YUM or its subsidiaries and divisions in the future, also may locate their Units anywhere without regard to their proximity to your Unit. If any problems arise due to the proximity of a Taco Bell Unit or a Unit owned or franchised by YUM or its divisions or subsidiaries, we will act as we determine is appropriate under the circumstances. We have no obligation to relocate our or our affiliates' Units, attempt to relocate any units owned or franchised by YUM or its divisions or subsidiaries, or allow you to relocate your Unit or to compensate you in any way, unless the Franchise Agreement is terminated prior to the end of the specified term due to condemnation proceedings or other action not within the control of you or us.

The Franchise Agreement licenses the use of the Trademarks only in connection with the operation of a Unit at a specified location. We do not grant you any right or authority to pre-package or to sell pre-packaged food products or beverages under the Trademarks through any channel of distribution (including "alternative channels of distribution," as described below) or to sell non-prepackaged food products, beverages, or other products under the Trademarks through any alternative channels of distribution, such as the internet/worldwide web and other forms of electronic commerce, "800" or similar toll-free telephone numbers, catalogs, telemarketing or other direct marketing sales, or, any channel of distribution other than in connection with the operation of a Unit at a specified location. You may not prepare food at the Unit for delivery or sale elsewhere without our prior written consent.

All the territorial protections described above are limited. Subject to the terms of any licenses it may enter into, we have the exclusive, unrestricted right to produce, distribute, or sell pre-packaged and other food products and beverages containing the licensed Trademarks, such as tacos, taco shells, snack foods, sauces and fillings, and other Mexican-style food products, and to use in connection with these the various identifying characteristics developed or used by us. We reserve the right to do so through any channel of distribution, including alternative channels of distribution, such as the internet/worldwide web and other forms of electronic commerce, "800" or similar toll-free telephone numbers, catalogs, telemarketing or other direct marketing sales, or, any other channel of distribution. You will be entitled to no compensation in connection with any such sales.

You have no options, rights of first refusal, or similar rights to acquire additional franchises.

Item 13

TRADEMARKS

Our affiliate, Taco Bell IP Holder, LLC, owns a number of trademarks and service marks, including the active Trademarks set forth below, which are registered with the United States Patent and Trademark Office. Taco Bell IP Holder, LLC has granted us a 99 year license to use and sublicense the Trademarks to franchisees.

| | <u>Registration Number</u> | <u>Registration Date</u> | <u>Renewed</u> |
|--|----------------------------|--------------------------|----------------|
| TACO BELL (in block or stylized letters) | 820,073 | 12/06/66 | Yes |
| | 879,582 | 10/28/69 | Yes |
| | 1,322,739 | 02/26/85 | Yes |
| | 1,874,786 | 01/17/95 | Yes |
| | 1,924,335 | 10/03/95 | Yes |

| | | | |
|---------------------------------|-----------|----------|-----|
| | 2,114,014 | 11/18/97 | Yes |
| | 3,501,311 | 09/16/08 | Yes |
| | 3,676,436 | 09/01/09 | Yes |
| | 4,780,421 | 07/28/15 | No |
| TACO BELL & Bell Design | 1,322,738 | 02/26/85 | Yes |
| | 2,105,501 | 10/14/97 | Yes |
| | 2,816,454 | 02/24/04 | Yes |
| | 4,102,936 | 02/21/12 | No |
| | 4,873,041 | 12/22/15 | No |
| TACO BELL with Mission Window | 4,295,975 | 02/26/13 | No |
| THE BELL (in block letters) | 1,765,386 | 04/13/93 | Yes |
| BELL DESIGN | 1,322,737 | 02/26/85 | Yes |
| | 1,330,236 | 04/09/85 | Yes |
| | 2,006,124 | 10/08/96 | Yes |
| | 2,105,502 | 10/14/97 | Yes |
| | 3,629,938 | 06/02/09 | Yes |
| LIVE MÁS | 4,243,633 | 11/13/12 | No |
| | 4,397,009 | 09/03/13 | No |
| | 5,146,760 | 02/21/17 | No |
| TACO BELL and Bell Design No. 7 | 4,382,469 | 08/13/13 | No |
| with LIVE MÁS | 4,923,059 | 03/22/16 | No |

These are the primary Trademarks. Others have also been registered and are described in the Appendix to the Franchise Agreement.

All required affidavits of continued use have been filed. There are presently no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state, or any court, nor is there any pending infringement, opposition or cancellation proceeding, nor any pending material litigation involving any of the above Trademarks that may be relevant to their use in this state or in any other state.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Trademarks in any manner material to the franchise. We are not aware of either superior prior rights or infringing uses that could materially affect your use of the Trademarks.

All of the above registrations, which are on the principal register, are licensed nonexclusively to franchisees and licensees of Traditional and Express Units as appropriate. You will be notified of the Trademarks that can be utilized for your business. Except as provided for in Item 12 (Territory), we may, in our sole and absolute discretion, grant any other person(s) the license, in addition to any license(s) already granted, to use all or any part of the Trademarks, both within and outside your restaurant trading area.

Our affiliate, Taco Bell IP Holder, LLC, is the sole and exclusive owner of the Trademarks. You may not directly or indirectly object to, attack, or contest or aid in contesting the validity, ownership, or use of the Trademarks by Taco Bell IP Holder, LLC, or by us or our other affiliates. The Franchise Agreement does not vest you with any right, title, or interest in or to the Trademarks, the goodwill now or hereafter associated therewith, or any right in the design of any restaurant building, other than the limited license granted. All goodwill now or in the future associated with and/or identified by the Trademarks (including any goodwill arising out of your use of the Trademarks) will inure directly and exclusively to the benefit of Taco Bell IP Holder, LLC, us or our other affiliates.

You must exercise caution in your use of the Trademarks to ensure that the Trademarks and the goodwill associated with them are not jeopardized in any manner. You may not use the Trademarks in any manner or in connection with any statement or material that is, in our sole judgment, in bad taste or inconsistent with the Taco Bell public image, or that could tend to bring disparagement, ridicule, or scorn upon us, the Trademarks, the System, the products or services of the System, or the goodwill associated with the Trademarks. You will not adopt, use, or register (by filing a certificate or articles of incorporation, a fictitious business name statement, or otherwise) any trade or business, name, style, or design that includes, or is similar to, any of the Taco Bell trademarks, service marks, trade names, logos, insignia, slogans, emblems, symbols, designs, or other identifying characteristics.

We may designate new Trademarks on any such terms and conditions as we deem appropriate. We will have the right at any time and upon notice to you to make additions to, deletions from, and changes in the Trademarks, all of which additions, deletions, and changes will be subject to the terms of the Franchise Agreement. All such additions, deletions, and changes will be made in good faith, on a reasonable basis, and with a view toward the overall best interest of the Taco Bell System.

You must immediately notify us of any claims or charges of trademark infringement against you, us or Taco Bell IP Holder, LLC, as well as any information you may have of any suspected trademark infringement by a third party. We will use reasonable efforts to protect and preserve the integrity and validity of the Trademarks, including the taking of actions we deem appropriate in the event of any apparent infringement of the Trademarks. You may not, however, take any action with respect to any challenges against your use of the Trademarks, or any known or suspected infringements of the Trademarks by other parties, without our prior, written approval. Whenever requested to do so by us, you will cooperate fully in any such action. There is no written obligation, in the Franchise Agreements or otherwise, to protect any rights that you have to use the Trademarks or to protect you against claims of infringement or unfair competition with respect to the same. We, Taco Bell IP Holder, LLC and/or our affiliates have the right to control any administrative proceedings or litigation involving any of the Trademarks licensed to you.

You must adopt and use the Trademarks strictly according to the terms and conditions of the Franchise Agreement.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or copyrights that are, in our opinion, material to the franchise. However, we claim copyright protection of the Manual and related materials, although these materials have not been registered with the United States Registrar of Copyrights. We do own copyrights in a variety of radio and television commercials, manuals, and reports. You may use these copyrighted materials to operate the Unit without additional charge, except that you have to purchase and pay for the materials containing them (*e.g.*, signs and posters).

Information disclosed to you and your employees concerning the development and operation of Taco Bell units includes valuable proprietary information and trade secrets and is considered our property. You may use this information only as provided in the Franchise Agreement and you must execute the Confidentiality Agreement (Exhibit H). If you sign a Relationship Agreement with us (Exhibit E), each member of your governing body must also sign a confidentiality agreement with us on a form reasonably acceptable to us. You may not use our confidential information in any unauthorized manner and you must take reasonable steps to prevent its disclosure to others.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must devote your full time, best efforts, and constant personal attention to the day-to-day operations of the Unit. If we have authorized you to name an employee as the supervisor of the Unit, then that person must successfully complete our training program and is required to devote his or her full time, best efforts, and constant personal attention to the day-to-day operations. The authorized employee is not required to hold an equity interest in the business. If we have approved the transfer of the individual interests in the franchise to a corporation, partnership, or limited liability company (see Exhibit B-2), you remain obliged to devote your full time, best efforts and constant personal attention to the day-to-day operations of the Unit, unless otherwise agreed between you and us.

Except as otherwise provided in the Franchise Agreement, you or a qualified restaurant manager must maintain their personal residence within a driving time of approximately one hour from the Unit. You are personally responsible to us under the Franchise Agreement, and we look to you for the performance of all duties, liabilities, and obligations described in the Franchise Agreement. If you are an entity other than a natural person, such as an approved assignee corporation, partnership, or limited liability company, we require that all of your legal and/or beneficial holders of equity personally guarantee (see Exhibit B-2) the performance of your obligations under the Franchise Agreement, except your spouse who holds a beneficial equity interest solely because of marriage to you is not required to execute the personal guarantee.

During the term of the Franchise Agreement, you and your immediate family, employees, shareholders, and others associated with you or the franchise, must not engage in the service of Mexican-style menu or food items at the Unit or anywhere else, except for our own brand of Mexican-style menu or items. Additionally, as described in Item 14, you must execute the Confidentiality Agreement, and if you sign a Relationship Agreement with us (Exhibit E), each member of your governing body must also sign a confidentiality agreement with us on a form reasonably acceptable to us.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell all and only the food, beverages, and other products described in the Manual. Item 8 above describes restrictions on goods that may be sourced and incorporated into the goods and services offered by you at the Unit. We have the unlimited right to change the types of authorized goods and services. No trademarks or service marks other than those authorized in writing by us may be used in connection with the operation of the Unit. For instance, the products of The Coca-Cola Company may not be sold from the Unit.

You may not use the Trademarks to conduct business anywhere other than a Unit for which there is a valid Franchise Agreement, nor may you prepare food at the Unit for delivery or sale elsewhere without our prior written consent in the form of an amendment to the Franchise Agreement.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list certain important provisions of the Franchise and related Agreements pertaining to renewal, termination, transfer, and dispute resolution. You should read these provisions in the agreements attached to this Disclosure Document. See Exhibits B, C, E, F, and L.

Franchise Agreement (“FA”) and KT Franchise Agreement (“KTFA”)

| Provision | Section in Agreement | Summary |
|--------------------------------------|----------------------|--|
| (a) Length of the franchise term | 2.0 | <p>FA: 25-year term for a new Traditional Unit; 20-year term for a new Power Pumper; 10-year term for a new In-Line or End-Cap. If you buy an existing Unit from us or one of our affiliates, the length of term of the Franchise Agreement may vary from the length of your lease, if the property is leased, or such shorter time as we may determine based on the type and age of the Unit.</p> <p>KTFA: 10-yr term for KT Unit that is granted a successor agreement or switches from a license agreement to a franchise agreement.</p> <p>Notwithstanding the above, we reserve the right in our absolute discretion to offer a 5-year term for atypical locations or unusual development or operational circumstances.</p> |
| (b) Renewal or extension of the term | 2.0 | <p>FA: No renewal rights are granted to you under the Franchise Agreement (unless you sign an In-Line 10+10 Addendum granting you one 10-year successor term pursuant to certain specified conditions) but we have a Franchise Agreement Expiration Policy currently in effect, subject to modification or cancellation at any time, under which we might agree to enter into a new agreement with you with a term ranging from 10 to 25 years depending on the type of restaurant and the required asset upgrade. Additionally, we may agree to enter into an Amendment to your Franchise Agreement to temporarily extend the term to allow you additional time to complete a remodel or relocation of the Unit.</p> <p>KTFA: No renewal rights are granted to you under the Franchise Agreement but we have a KT Successor Policy currently in effect, subject to modification or cancellation at any time, under which we might agree to enter into a new agreement with you for a term of 10 years subject to the Unit's having attained sales in excess of the minimum required for a renewal and completion of certain</p> |

| Provision | Section in Agreement | Summary |
|---|----------------------|--|
| | | upgrades. Additionally, we may agree to enter into an Amendment to your Franchise Agreement to temporarily extend the term to allow you additional time to complete a remodel or align your term with the KFC franchise agreement. |
| (c) Requirements for you to renew or extend | See (b) above | <p>FA: See (b) above. You must be operationally and financially approved, upgrade or relocate the Unit, and pay a successor fee. You must sign a release and you may be required to sign a contract with materially different terms and conditions than your original contract. If you are approved for an extension, you must execute an amendment to the Agreement that modifies the term and pay an extension fee.</p> <p>KTFA: You must be operationally and financially approved, meet certain minimum sales requirements, upgrade the Unit, and pay a successor fee. You must sign a release and you may be required to sign a contract with materially different terms and conditions than your original contract. You must also meet KFC's then-current standard requirements for obtaining a successor agreement. If you are approved for an extension, you must execute an amendment to the Agreement that modifies the term and pay an extension fee.</p> |
| (d) Termination by you | 15.4 | Termination by you without material breach by us is a default. In addition to any other remedy or right that we may have, you must pay us liquidated damages in the amount of \$100,000 or 11% of the Unit's Gross Sales for the past 12 months, whichever amount is greater. |
| (e) Termination by us without cause | 16.2 | If a portion of the Franchise Agreement relating to your payment of fees to us, or the preservation of Trademarks is declared invalid or unenforceable, we have the option to terminate upon written notice to you. |
| (f) Termination by us with cause | 15 | We can terminate if you commit any one of several listed violations, including any material breach of the Franchise Agreement. |
| (g) "Cause" defined - defaults which can be cured | 15.0 | You have 30 days to cure certain monetary or operational defaults. |
| (h) "Cause" defined – non-curable defaults | 15.0 | FA: Certain specified breaches of the Agreement, such as an untrained Unit Manager, denial of our right to access the Unit, unauthorized transfer, loss of possession of Unit, felony conviction, material misrepresentation in application, petition in bankruptcy, pattern of repeated defaults, failure to timely or satisfactorily complete the required Mid-Term Upgrade, etc. The provision in the Franchise |

| Provision | Section in Agreement | Summary |
|---|----------------------|---|
| | | <p>Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).</p> <p>KTFA: In addition to those defaults listed above, if the Unit is a KT, termination of the KFC franchise agreement by KFC is an incurable breach of the Taco Bell Franchise Agreement.</p> |
| (i) Your obligations on termination/nonrenewal | 15 | <p>Stop using trademarks and System, de-identify Unit, pay liquidated damages if applicable.</p> |
| (j) Assignment of contract by us | 13 | <p>No restriction on our right to assign. However, no assignment will be granted except to an assignee who, in our good faith and judgment, is willing and able to assume our obligations under the franchise agreement.</p> |
| (k) "Transfer" by you | 13 | <p>Includes sale, assignment, transfer or encumbrance of, as well as granting a lien or security interest in, Franchisee's rights and interests under the Franchise Agreement and/or Franchisee's interest in any of the restaurant land, building, equipment, fixtures or other things which are subject to the provisions of the Franchise Agreement.</p> |
| (l) Our review of transfer by you | 13 | <p>We have the right to disapprove any transfers, our consent not to be unreasonably withheld.</p> |
| (m) Condition for our approval of transfer | 13 | <p>No existing default, all amounts due us are paid current, franchisees must sign a release, transfer fee is paid, proposed transferee satisfactorily completed training, provided biographical and financial information, and executed then-current contract. If a transfer to an entity by the franchisee or any of the owners of the franchisee, entity organizational documents are subject to our review and approval and must provide, among other things, that the entity will not engage in any other business activity and that the shares of stock or certificates of ownership contain a restrictive transfer legend. In addition to the above requirements, if the franchise entity or one of the entity owners is a private equity company, owners must execute a relationship agreement, letter of credit, and guaranty in a form similar to that attached as Exhibit E.</p> |
| (n) Our right of first refusal to acquire your business | 13 | <p>We have 30 days from receipt of a binding agreement, current financial statements and other information, to accept or reject the offer to transfer to any party any interest in the Unit or Franchise.</p> |
| (o) Our option to purchase your business | 13, 15.3 | <p>We have the option upon termination to purchase the premises and equipment if owned by you, or purchase your interests in equipment and leasehold improvements if leased by you, at fair market value. Additionally, we have option to purchase the</p> |

| Provision | Section in Agreement | Summary |
|--|-----------------------------|--|
| | | business in the event a transfer is not finalized per the terms of the Franchise Agreement after your death or disability. See the following subsection (p). |
| (p) Your death or disability | 13 | Heirs or legal representatives must notify us within 120 days that they elect to perform your obligations and we have the right to approve or disapprove. If we disapprove, your heirs have 6 months to sell interest. If transfer that meets the requirements of the Franchise Agreements is not completed within 6 months, we have the option to purchase the business at fair market value. |
| (q) Non-competition covenants during the term of the franchise | 3.8 | No interest in a restaurant business which prepares or sells Mexican style food products, except for not more than a 10% ownership in stock of publicly-traded company. |
| (r) Non-competition covenants after the franchise is terminated or expires | 3.8 | Same as above for one year following termination by us due to your breach, but only with respect to similar businesses operated within a 10-mile radius of the franchise. |
| (s) Modification of the agreement | 16.10 | All changes must be mutually agreed to and in writing (except changes to the Manual or to the Trademarks) signed by one of our officers. |
| (t) Integration/merger clause | 16.9 | Only the terms of the Franchise Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement and agreements signed with it may not be enforceable. |
| (u) Dispute resolution by arbitration or mediation | Not Applicable | Not Applicable. |
| (v) Choice of forum | 16.4 | Any suits must be brought in federal or state courts in Orange County, California. |
| (w) Choice of law | 16.3 | New York law applies. |

Notes:

See also Exhibit K, State Addenda to the Disclosure Document and Franchise Agreement, for laws in your state that may supersede the Franchise Agreement in your relationship with us.

Development Services Agreement (DSA), Asset Purchase Agreement (APA), Development Agreement (DA) and Relationship Agreement (RA) and Guaranty (RAQ).

| Provision | Section in DSA, APA and DA | Summary |
|---|--|--|
| (a) Length of the agreement term | DSA: 2, 3 APA: Not Applicable DA: 2 RA: III RAQ: II | DSA: As needed for the conduct of services for each phase. DA: Varies RA & RAQ: Last to occur of expiration of 1 year following Obligor's or Guarantor's obligations or release from obligations by us. |
| (b) Renewal or extension of the term | Not Applicable | |
| (c) Requirements for you to renew or extend | Not Applicable | |
| (d) Termination by you | DSA: 8.1, 8.2 APA: 5.1, 8, 18.1 DA: Not Applicable RA & RAQ: Not Applicable | DSA: You may terminate the agreement upon 7 days prior written notice if YRSG fails to perform its obligations or if the project is abandoned. You may terminate the agreement on any grounds available by law. APA: Either party may terminate if parties are unable to obtain consent required under lease or sublease or unable to agree on reasonable terms of lease or sublease, if we choose not to remedy certain title or property conditions, if we fail to satisfy a condition precedent, or if closing does not occur by specified date. |
| (e) Termination by YRSG or us without cause | Not Applicable | |
| (f) Termination by YRSG or us with cause | DSA: 8.1, 8.2, 8.3, 8.4 APA: 8, 18.1 DA: 9 RA & RAQ: Not Applicable | DSA: YRSG may terminate the Agreement upon 7 days prior written notice if you fail to perform your obligations or if you fail to make payments as required. APA: We may terminate if you fail to satisfy a condition precedent or if closing does not occur by an agreed date DA: We may terminate if you fail to satisfy any conditions precedent or pay fees within 10 days of written demand |
| (g) "Cause" defined - defaults which can be cured | DSA: Not Applicable APA: Not Applicable DA: 9 RA & RAQ: Not Applicable | DA: You have 30 days (10 days for monetary breaches) in which to cure a breach relating to your failure to remain financially and operationally approved for development or remain in good standing |
| (h) "Cause" defined - non-curable defaults | DSA, DA, & RAQ: Not Applicable RA: II.N APA: 18 | RA and APA: If you default, you must pay us liquidated damages. |

| Provision | Section in DSA, APA and DA | Summary |
|---|--|--|
| (i) Your obligations on termination/non-renewal | DSA: 8.4 RA & RAQ: Not Applicable APA: 18 DA: 8, 9 | DSA: You are responsible to pay YRSG for all services performed prior to the date of termination. APA: If you default, you must pay us liquidated damages. DA: You are responsible to pay us for all amounts due, if any, for the purchased restaurants. |
| (j) Assignment of contract by us or YRSG | DSA: 9.2 DA: Not Applicable APA: 28 RA: IV.B RAQ: III.B | DSA: YRSG may not assign without your written consent. APA: We may assign to any of our affiliates RA & RAQ: We may assign without other party's consent |
| (k) "Transfer" by you | DSA: 9.2 APA: 28, 38.1 DA: 11 RA: II.D, II.P, IV.C RAQ: III.C | DSA: You may not assign without the written consent of YRSG. APA: You may not transfer except with our prior written consent. For 5 years following the closing of the transaction, you may not transfer any assets purchased from us without our consent which may withheld in our sole discretion. DA: You may not transfer RA: Neither Obligors nor guarantors may transfer an interest in the franchisee without our prior written approval, provided that individual investors may transfer interests to a "Qualified Transferee" (defined in detail in RA) if done in compliance with all laws and if not an initial public offering or distribution of securities. Other than debt in connection with the RA, may not incur debt over \$1 million or guaranty another's debt (other than a subsidiary), without our prior consent. RAQ: Neither Obligors or Guarantors may assign |
| (l) YRSG's or our approval of transfer by you | DSA: Not Applicable. APA: 28, 38.1 DA: Not Applicable RA: IV.D RAQ: Not Applicable | APA: You may not transfer except with our prior written consent. For 5 years following the closing of the transaction, you may not transfer any assets purchased from us without our consent which may withheld in our sole discretion. RA: Neither Obligors nor guarantors may transfer an interest in the franchisee without our prior written approval, provided that individual investors may transfer interests to a "Qualified Transferee" (defined in detail in RA) if done in compliance with all laws and if not an initial public offering or distribution of securities. |

| Provision | Section in DSA, APA and DA | Summary |
|--|--|--|
| (m) Condition for YRSG's or our approval of transfer | DSA: Not Applicable. APA: 28, 38.1 DA: Not Applicable RA: II.M RAQ: Not Applicable | APA: You may not transfer except with our prior written consent. For 5 years following the closing of the transaction, you may not transfer any assets purchased from us without our consent which may withheld in our sole discretion. RA: For 6 months after date of an RA, we need not consent to any acquisition of Taco Bell branded restaurants by that franchisee or its affiliates, and during such period the Obligors under that RA may not negotiate or agree to any such acquisitions without our prior written consent. |
| (n) YRSG's or our right of first refusal to acquire your business | DSA: Not Applicable. APA: 38.2 DA: Not Applicable RA: Not Applicable RAQ: Not Applicable | APA: For 5 years following the closing of the transaction, we have the right of first offer to purchase any assets that you have purchased from us in the event that you decide to transfer. |
| (o) YRSG's or our option to purchase your business | DSA: Not Applicable. APA: 38.2 DA: Not Applicable RA: II.L, Ex. B RAQ: Not Applicable | APA: For 5 years following the closing of the transaction, we have the right of first offer to purchase any assets that you have purchased from us in the event that you decide to transfer. RA: If Obligor or the franchisee changes corporate structure without our prior written approval where required, or if the Principal Operator departs and no successor is timely designated, we or our designee have the option to (A) purchase for cash all equity in the franchisee from your holding company; (B) purchase for cash all restaurants from the franchisee; or (C) take no such action. Purchase would be at 95% of fair market value. |
| (p) Your death or disability | Not Applicable. | |
| (q) Non-competition covenants during the term of the franchise | DSA, APA, DA, RAQ: Not Applicable RA: II.B.(8) | RA: Obligors may have no interest in or perform services for any quick service restaurant business, Mexican casual dining business or Mexican quick casual dining business, other than the restaurants or any Yum! Brands concept, and with exceptions for certain types of passive investments by natural persons. |
| (r) Non-competition covenants after the franchise is terminated or expires | DSA, APA, DA, RAQ: Not Applicable. RA: II.B.(8), II.O | RA: For one year following Obligor's approved sale or disposition of all its interests in the franchisee (and extended if Obligor retains decision-making in the franchisee or its parent as long as there are uncured |

| Provision | Section in DSA, APA and DA | Summary |
|--|---|---|
| | | defaults), Obligors may have no interest in or perform services for any quick service restaurant business, Mexican casual dining business or Mexican quick casual dining business, other than the restaurants or any Yum! Brands concept, and with exceptions for certain passive investments by natural persons. |
| (s) Modification of the Agreement | DSA: 9.3 APA: 33 DA: 11 RA: IV.E RAQ: III.E | DSA: May be amended only be written instrument signed by you and YRSG. APA, DA: May be amended only in writing by you and us RA & RAQ: May be amended only in writing by Obligor or Guarantor and us |
| (t) Integration/merger clause | DSA: 9.3 DA, RA & RAQ: Not Applicable APA: 33 | DSA, APA: Only the terms of the respective agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the disclosure document and the respective agreement may not be enforceable. |
| (u) Dispute resolution by arbitration or mediation | DSA: 9.19 RA & RAQ: Not Applicable. APA: 32 DA: 10 | DSA: If parties cannot resolve issues, controversy shall be settled by arbitration APA, DA: Parties agree to mediate |
| (v) Choice of forum | DSA: 9.19 APA: 32 DA: 10 RA: IV.F RAQ: III.F | DSA: Arbitration shall occur in Jefferson County, KY APA: Mediation shall occur in Orange County, CA DA: Arbitration shall occur in Irvine, CA RA & RAQ: California courts |
| (w) Choice of law | DSA: 9.1 APA: 31 DA: 10 RA: IV.F RAQ: III.F | DSA: Law of the place where the project is located applies. APA, DA, RA & RAQ: New York law. |

Item 18

PUBLIC FIGURES

We do not use any public figure to endorse or recommend the franchise in advertisements, except insofar as performing artists may appear periodically as performers in our consumer advertising. Also, you do not have any right to use the name of a public figure in your promotional effort and advertising, except to the extent just mentioned.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis in fact for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing Unit you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

With the limited exception of use of the Carto Tool on a test basis for some franchisees, as described below, we do not make any representations about future financial performance or the past financial performance of any company-owned or franchise Units. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Taco Bell Unit, however, we may provide you with the actual records of that Unit. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Eric Hayden, Director, Global Franchise Counsel, at Taco Bell Franchisor, LLC, 1 Glen Bell Way, Irvine, California 92618, Phone: 949-863-4500, the Federal Trade Commission, and the appropriate state regulatory agencies.

Carto Forecasting Tool

On a limited test basis to a subset of franchisees, Taco Bell is rolling out access to a special tool developed in conjunction with Bain & Company and in partnership with FRANMAC. This tool, called "Carto" is a mapping system that provides the ability to run sales forecasts for potential Taco Bell restaurants. These forecasts, which are based on a new and untested model and which have large margins of error, should not take the place of the franchisee's independent judgment and analysis of the surrounding market for purposes of development to determine whether a particular restaurant will be profitable to the franchisee in the future.

Background:

The tool was created using data provided by Taco Bell and based on an analysis of hundreds of data variables ranging from geographic, demographic, competitor, and generator data in order to build a multivariable forecast model to project sales performance given a specific location in the United States. As part of this analysis, the tool was developed using existing franchisee store data to calculate projected Cash on Cash return thresholds based on geography.

This model was used to conduct a whitespace analysis to find trade areas that could meet certain desired Cash on Cash thresholds and that were projected as likely to pass sales impact thresholds, as determined by a separate sales impact model developed as part of this workstream. These trade areas have been loaded into the Carto platform in order to visualize. As with the other aspects of this tool, the whitespace model is informational and should not substitute for the franchisee's independent judgment and analysis of the potential profitability of a site.

Carto also allows users to run this sales projection model for any given latitude/longitude to understand sales projection and project Cash on Cash return. These projections are by no means guaranteed, but in fact are a new as yet untested model subject to a substantial margin of error.

Carto Functionality:

As noted above, the Carto tool can be used to run sales forecasts for a potential new restaurant given a particular location and to view whitespace trade areas, as explained above.

Access will be provided to some franchisees on a test basis. Franchisees will only be allowed to see trade areas in their DMAs in order to run sales and cash on cash forecasts.

When running the model, the franchisee will be able to see a sales forecast range of \$100,000 (e.g. \$1.4M-\$1.5M) and a cash on cash projection (e.g. 17%) based on the information put into the model.

Carto Model Margin of Error:

The sales projection model has a margin of error of +/- 20% with a 65% confidential interval. Approximately 35% of the time, the projection is off by more than 20%. The margin of error on the Cash on Cash return is therefore much larger.

To provide an illustrative example, if the model project a restaurant's annual sales to be \$1,000,000 to \$1,100,000, then there is a 65% chance that the restaurant's annual sales, based on the market model, will be between \$800,000 and \$1,320,000. There is a 35% chance that the sales number will not fall into this range at all, but may in fact be much lower. For this reason, franchisees should not substitute this model for their own analysis and independent judgment of the likely sales for a particular location, as the margin of error alone may mean the difference between a profitable or not-profitable restaurant.

Cash on Cash is based on a model of generated EBITDA using the sales forecast described above and therefore accuracy of the forecasted Cash on Cash percentage will shift dramatically based on the margin of error of the sales forecast model.

In addition, as this is a new model that has just been created, the margins of error and confidence intervals are based on back-testing the model against previously opened restaurants, and not based on actual usage of the model by franchisees or the company over time. Franchisees should likewise take into account that the model has not been yet used for existing franchisees in making development decisions, so post-audit information for accuracy is not available.

Your individual financial results may differ from the result stated in any Carto sales projection model.

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2018 to 2020

| Column 1 Outlet Type | Column 2 Year | Column 3 Outlets at the Start of the Year | Column 4 Outlets at the End of the Year | Column 5 Net Change |
|--------------------------------|-------------------------|---|---|-------------------------------|
| Franchised | 2018 | 6117 | 6446 | 329 |
| | 2019 | 6446 | 6622 | 176 |
| | 2020 | 6622 | 6679 | 57 |
| Company-Owned | 2018 | 647 | 462 | -185 |
| | 2019 | 462 | 467 | 5 |
| | 2020 | 467 | 475 | 8 |
| Total | 2018 | 6764 | 6908 | 144 |
| | 2019 | 6908 | 7089 | 181 |
| | 2020 | 7089 | 7154 | 65 |

Table No. 2
Transfers of Franchised Outlets to New Owners (Other than the Franchisor)
For Years 2018 to 2020

| Column 1 State | Column 2 Year | Column 3 Number of Transfers |
|--------------------------|-------------------------|--|
| Alabama | 2018 | 1 |
| | 2019 | 12 |
| | 2020 | 0 |
| Alaska | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Arizona | 2018 | 0 |
| | 2019 | 6 |
| | 2020 | 64 |
| Arkansas | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| California | 2018 | 6 |
| | 2019 | 16 |
| | 2020 | 6 |
| Colorado | 2018 | 0 |
| | 2019 | 12 |
| | 2020 | 27 |
| Connecticut | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Delaware | 2018 | 0 |

| Column 1 | Column 2 | Column 3 |
|-----------------|-----------------|----------------------------|
| State | Year | Number of Transfers |
| | 2019 | 0 |
| | 2020 | 0 |
| Florida | 2018 | 0 |
| | 2019 | 25 |
| | 2020 | 0 |
| Georgia | 2018 | 1 |
| | 2019 | 5 |
| | 2020 | 1 |
| Hawaii | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Idaho | 2018 | 17 |
| | 2019 | 0 |
| | 2020 | 0 |
| Illinois | 2018 | 0 |
| | 2019 | 57 |
| | 2020 | 1 |
| Indiana | 2018 | 3 |
| | 2019 | 0 |
| | 2020 | 1 |
| Iowa | 2018 | 0 |
| | 2019 | 13 |
| | 2020 | 15 |
| Kansas | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Kentucky | 2018 | 17 |
| | 2019 | 8 |
| | 2020 | 7 |
| Louisiana | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Maine | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 12 |
| Maryland | 2018 | 0 |
| | 2019 | 2 |
| | 2020 | 0 |
| Massachusetts | 2018 | 0 |
| | 2019 | 2 |
| | 2020 | 0 |
| Michigan | 2018 | 2 |
| | 2019 | 2 |
| | 2020 | 1 |
| Minnesota | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 1 |

| Column 1 | Column 2 | Column 3 |
|-----------------|-----------------|----------------------------|
| State | Year | Number of Transfers |
| Mississippi | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 1 |
| Missouri | 2018 | 0 |
| | 2019 | 4 |
| | 2020 | 0 |
| Montana | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Nebraska | 2018 | 0 |
| | 2019 | 4 |
| | 2020 | 3 |
| Nevada | 2018 | 0 |
| | 2019 | 5 |
| | 2020 | 0 |
| New Hampshire | 2018 | 0 |
| | 2019 | 3 |
| | 2020 | 0 |
| New Jersey | 2018 | 2 |
| | 2019 | 3 |
| | 2020 | 0 |
| New Mexico | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| New York | 2018 | 3 |
| | 2019 | 3 |
| | 2020 | 0 |
| North Carolina | 2018 | 0 |
| | 2019 | 8 |
| | 2020 | 19 |
| North Dakota | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 11 |
| Ohio | 2018 | 26 |
| | 2019 | 3 |
| | 2020 | 1 |
| Oklahoma | 2018 | 1 |
| | 2019 | 0 |
| | 2020 | 0 |
| Oregon | 2018 | 13 |
| | 2019 | 0 |
| | 2020 | 0 |
| Pennsylvania | 2018 | 8 |
| | 2019 | 0 |
| | 2020 | 2 |
| Rhode Island | 2018 | 0 |
| | 2019 | 0 |

| Column 1 | Column 2 | Column 3 |
|----------------------|-----------------|----------------------------|
| State | Year | Number of Transfers |
| South Carolina | 2020 | 0 |
| | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 4 |
| South Dakota | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 2 |
| Tennessee | 2018 | 17 |
| | 2019 | 0 |
| | 2020 | 3 |
| Texas | 2018 | 81 |
| | 2019 | 8 |
| | 2020 | 1 |
| Utah | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Vermont | 2018 | 0 |
| | 2019 | 3 |
| | 2020 | 0 |
| Virginia | 2018 | 22 |
| | 2019 | 0 |
| | 2020 | 0 |
| Washington | 2018 | 1 |
| | 2019 | 0 |
| | 2020 | 3 |
| West Virginia | 2018 | 2 |
| | 2019 | 1 |
| | 2020 | 0 |
| Wisconsin | 2018 | 0 |
| | 2019 | 9 |
| | 2020 | 6 |
| Wyoming | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| District of Columbia | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Total | 2018 | 223 |
| | 2019 | 214 |
| | 2020 | 192 |

[remainder of this page intentionally left blank]

Table No. 3
Status of Franchised Outlets
For Years 2018 to 2020

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termin- ations | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations Other Reasons | Col. 9 Outlets at End of the Year |
|-----------------|-------------------|--|-----------------------------|-----------------------------|----------------------------|--|--|--|
| Alabama | 2018 | 126 | 3 | 0 | 1 | 0 | 1 | 127 |
| | 2019 | 127 | 8 | 0 | 0 | 0 | 1 | 134 |
| | 2020 | 134 | 3 | 0 | 2 | 0 | 1 | 134 |
| Alaska | 2018 | 14 | 1 | 0 | 0 | 0 | 0 | 15 |
| | 2019 | 15 | 1 | 0 | 0 | 0 | 0 | 16 |
| | 2020 | 16 | 0 | 1 | 0 | 0 | 0 | 15 |
| Arizona | 2018 | 175 | 2 | 0 | 1 | 0 | 0 | 176 |
| | 2019 | 176 | 3 | 0 | 1 | 0 | 0 | 178 |
| | 2020 | 178 | 1 | 0 | 0 | 0 | 1 | 178 |
| Arkansas | 2018 | 98 | 2 | 0 | 0 | 0 | 0 | 100 |
| | 2019 | 100 | 4 | 0 | 0 | 0 | 3 | 101 |
| | 2020 | 101 | 2 | 0 | 1 | 0 | 0 | 102 |
| California | 2018 | 776 | 11 | 0 | 4 | 0 | 2 | 781 |
| | 2019 | 781 | 15 | 0 | 0 | 0 | 2 | 794 |
| | 2020 | 794 | 16 | 0 | 3 | 0 | 11 | 796 |
| Colorado | 2018 | 153 | 4 | 1 | 1 | 0 | 1 | 154 |
| | 2019 | 154 | 1 | 0 | 1 | 0 | 1 | 153 |
| | 2020 | 153 | 1 | 0 | 1 | 0 | 2 | 151 |
| Connecticut | 2018 | 42 | 3 | 0 | 0 | 0 | 0 | 45 |
| | 2019 | 45 | 0 | 0 | 0 | 0 | 0 | 45 |
| | 2020 | 45 | 0 | 0 | 0 | 0 | 0 | 45 |
| Delaware | 2018 | 12 | 1 | 0 | 1 | 0 | 0 | 12 |
| | 2019 | 12 | 3 | 0 | 0 | 0 | 0 | 15 |
| | 2020 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| Florida | 2018 | 341 | 14 | 0 | 0 | 0 | 2 | 353 |
| | 2019 | 353 | 19 | 0 | 1 | 0 | 1 | 370 |
| | 2020 | 370 | 7 | 0 | 0 | 0 | 3 | 374 |
| Georgia | 2018 | 206 | 7 | 1 | 0 | 0 | 3 | 209 |
| | 2019 | 209 | 5 | 0 | 0 | 0 | 0 | 214 |
| | 2020 | 214 | 0 | 0 | 1 | 0 | 2 | 211 |
| Hawaii | 2018 | 30 | 0 | 0 | 0 | 0 | 1 | 29 |
| | 2019 | 29 | 1 | 0 | 0 | 0 | 0 | 30 |
| | 2020 | 30 | 0 | 0 | 0 | 0 | 0 | 30 |
| Idaho | 2018 | 29 | 1 | 0 | 0 | 0 | 0 | 30 |
| | 2019 | 30 | 0 | 0 | 0 | 0 | 0 | 30 |
| | 2020 | 30 | 0 | 0 | 0 | 0 | 0 | 30 |
| Illinois | 2018 | 249 | 9 | 0 | 1 | 0 | 2 | 255 |
| | 2019 | 255 | 9 | 0 | 2 | 0 | 1 | 261 |
| | 2020 | 261 | 4 | 0 | 0 | 0 | 2 | 263 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termin- ations | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations Other Reasons | Col. 9 Outlets at End of the Year |
|-----------------|-------------------|--|-----------------------------|-----------------------------|----------------------------|--|--|--|
| Indiana | 2018 | 160 | 27 | 0 | 0 | 0 | 0 | 187 |
| | 2019 | 187 | 5 | 0 | 0 | 0 | 3 | 189 |
| | 2020 | 189 | 7 | 0 | 1 | 0 | 1 | 194 |
| Iowa | 2018 | 55 | 3 | 1 | 0 | 0 | 1 | 56 |
| | 2019 | 56 | 1 | 0 | 0 | 0 | 2 | 55 |
| | 2020 | 55 | 0 | 0 | 1 | 0 | 2 | 52 |
| Kansas | 2018 | 88 | 3 | 0 | 0 | 0 | 1 | 90 |
| | 2019 | 90 | 1 | 0 | 0 | 0 | 0 | 91 |
| | 2020 | 91 | 0 | 0 | 0 | 0 | 1 | 90 |
| Kentucky | 2018 | 114 | 26 | 0 | 0 | 0 | 1 | 139 |
| | 2019 | 139 | 4 | 0 | 0 | 0 | 0 | 143 |
| | 2020 | 143 | 4 | 0 | 0 | 0 | 0 | 147 |
| Louisiana | 2018 | 114 | 19 | 0 | 1 | 0 | 0 | 132 |
| | 2019 | 132 | 6 | 0 | 2 | 0 | 1 | 135 |
| | 2020 | 135 | 0 | 0 | 0 | 0 | 1 | 134 |
| Maine | 2018 | 22 | 0 | 0 | 2 | 0 | 1 | 19 |
| | 2019 | 19 | 5 | 4 | 0 | 0 | 0 | 20 |
| | 2020 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| Maryland | 2018 | 80 | 3 | 0 | 0 | 0 | 0 | 83 |
| | 2019 | 83 | 7 | 0 | 0 | 0 | 0 | 90 |
| | 2020 | 90 | 2 | 0 | 0 | 0 | 0 | 92 |
| Massachusetts | 2018 | 61 | 2 | 0 | 0 | 0 | 0 | 63 |
| | 2019 | 63 | 3 | 0 | 0 | 0 | 0 | 66 |
| | 2020 | 66 | 2 | 0 | 0 | 0 | 0 | 68 |
| Michigan | 2018 | 208 | 7 | 0 | 0 | 0 | 0 | 215 |
| | 2019 | 215 | 3 | 0 | 0 | 0 | 1 | 217 |
| | 2020 | 217 | 0 | 0 | 1 | 0 | 1 | 215 |
| Minnesota | 2018 | 80 | 1 | 0 | 0 | 0 | 1 | 80 |
| | 2019 | 80 | 5 | 0 | 2 | 0 | 0 | 83 |
| | 2020 | 83 | 2 | 0 | 0 | 0 | 0 | 85 |
| Mississippi | 2018 | 64 | 17 | 0 | 0 | 0 | 0 | 81 |
| | 2019 | 81 | 1 | 0 | 0 | 0 | 0 | 82 |
| | 2020 | 82 | 0 | 0 | 0 | 0 | 0 | 82 |
| Missouri | 2018 | 185 | 19 | 0 | 1 | 0 | 1 | 202 |
| | 2019 | 202 | 8 | 0 | 0 | 0 | 2 | 208 |
| | 2020 | 208 | 1 | 0 | 0 | 0 | 1 | 208 |
| Montana | 2018 | 19 | 1 | 0 | 0 | 0 | 0 | 20 |
| | 2019 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| | 2020 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| Nebraska | 2018 | 20 | 22 | 1 | 0 | 0 | 0 | 41 |
| | 2019 | 41 | 0 | 0 | 0 | 0 | 0 | 41 |
| | 2020 | 41 | 2 | 0 | 1 | 0 | 0 | 42 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termin- ations | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations Other Reasons | Col. 9 Outlets at End of the Year |
|-----------------|-------------------|--|-----------------------------|-----------------------------|----------------------------|--|--|--|
| Nevada | 2018 | 74 | 3 | 0 | 0 | 0 | 0 | 77 |
| | 2019 | 77 | 2 | 0 | 0 | 0 | 0 | 79 |
| | 2020 | 79 | 0 | 1 | 0 | 0 | 0 | 78 |
| New Hampshire | 2018 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| | 2019 | 20 | 0 | 0 | 0 | 0 | 1 | 19 |
| | 2020 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| New Jersey | 2018 | 84 | 4 | 0 | 1 | 0 | 0 | 87 |
| | 2019 | 87 | 6 | 0 | 0 | 0 | 1 | 92 |
| | 2020 | 92 | 2 | 0 | 0 | 0 | 1 | 93 |
| New Mexico | 2018 | 52 | 0 | 0 | 0 | 0 | 0 | 52 |
| | 2019 | 52 | 1 | 0 | 0 | 0 | 0 | 53 |
| | 2020 | 53 | 0 | 0 | 0 | 0 | 1 | 52 |
| New York | 2018 | 112 | 11 | 0 | 0 | 0 | 1 | 122 |
| | 2019 | 122 | 20 | 0 | 0 | 0 | 1 | 141 |
| | 2020 | 141 | 10 | 0 | 0 | 0 | 0 | 151 |
| North Carolina | 2018 | 221 | 1 | 1 | 0 | 0 | 0 | 221 |
| | 2019 | 221 | 2 | 0 | 0 | 0 | 2 | 221 |
| | 2020 | 221 | 5 | 0 | 1 | 0 | 2 | 223 |
| North Dakota | 2018 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2019 | 12 | 0 | 0 | 0 | 0 | 1 | 11 |
| | 2020 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| Ohio | 2018 | 287 | 25 | 0 | 1 | 0 | 1 | 310 |
| | 2019 | 310 | 13 | 0 | 0 | 0 | 2 | 321 |
| | 2020 | 321 | 7 | 0 | 0 | 0 | 2 | 326 |
| Oklahoma | 2018 | 102 | 4 | 0 | 0 | 0 | 0 | 106 |
| | 2019 | 106 | 3 | 0 | 1 | 0 | 0 | 108 |
| | 2020 | 108 | 1 | 0 | 0 | 0 | 2 | 107 |
| Oregon | 2018 | 108 | 1 | 0 | 0 | 0 | 0 | 109 |
| | 2019 | 109 | 1 | 0 | 0 | 0 | 0 | 110 |
| | 2020 | 110 | 0 | 0 | 0 | 0 | 0 | 110 |
| Pennsylvania | 2018 | 150 | 18 | 0 | 0 | 0 | 0 | 168 |
| | 2019 | 168 | 8 | 0 | 2 | 0 | 1 | 173 |
| | 2020 | 173 | 9 | 0 | 2 | 0 | 2 | 178 |
| Rhode Island | 2018 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2019 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2020 | 16 | 0 | 0 | 0 | 0 | 1 | 15 |
| South Carolina | 2018 | 100 | 2 | 0 | 0 | 0 | 0 | 102 |
| | 2019 | 102 | 4 | 0 | 1 | 0 | 1 | 104 |
| | 2020 | 104 | 4 | 0 | 2 | 0 | 0 | 106 |
| South Dakota | 2018 | 17 | 0 | 0 | 1 | 0 | 0 | 16 |
| | 2019 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2020 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Termin- ations | Col. 6 Non- Renewals | Col. 7 Reacquired by Franchisor | Col. 8 Ceased Operations Other Reasons | Col. 9 Outlets at End of the Year |
|----------------------|-------------------|--|-----------------------------|-----------------------------|----------------------------|--|--|--|
| Tennessee | 2018 | 194 | 21 | 0 | 0 | 0 | 1 | 214 |
| | 2019 | 214 | 6 | 0 | 0 | 0 | 0 | 220 |
| | 2020 | 220 | 5 | 0 | 0 | 0 | 1 | 224 |
| Texas | 2018 | 524 | 47 | 0 | 1 | 0 | 1 | 569 |
| | 2019 | 569 | 12 | 0 | 0 | 0 | 1 | 580 |
| | 2020 | 580 | 11 | 0 | 0 | 0 | 5 | 586 |
| Utah | 2018 | 59 | 1 | 0 | 1 | 0 | 0 | 59 |
| | 2019 | 59 | 1 | 0 | 0 | 0 | 2 | 58 |
| | 2020 | 58 | 1 | 0 | 0 | 0 | 0 | 59 |
| Vermont | 2018 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2019 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2020 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Virginia | 2018 | 144 | 9 | 0 | 0 | 0 | 1 | 152 |
| | 2019 | 152 | 18 | 0 | 0 | 0 | 0 | 170 |
| | 2020 | 170 | 6 | 0 | 0 | 0 | 2 | 174 |
| Washington | 2018 | 124 | 20 | 0 | 1 | 0 | 1 | 142 |
| | 2019 | 142 | 3 | 0 | 1 | 0 | 2 | 142 |
| | 2020 | 142 | 2 | 0 | 0 | 0 | 0 | 144 |
| West Virginia | 2018 | 52 | 2 | 0 | 0 | 0 | 1 | 53 |
| | 2019 | 53 | 6 | 0 | 0 | 0 | 0 | 59 |
| | 2020 | 59 | 4 | 0 | 0 | 0 | 0 | 63 |
| Wisconsin | 2018 | 128 | 1 | 0 | 1 | 0 | 0 | 128 |
| | 2019 | 128 | 3 | 0 | 0 | 0 | 0 | 131 |
| | 2020 | 131 | 3 | 0 | 0 | 0 | 0 | 134 |
| Wyoming | 2018 | 11 | 1 | 0 | 0 | 0 | 0 | 12 |
| | 2019 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2020 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| District of Columbia | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 2018 | 6117 | 379 | 5 | 20 | 0 | 25 | 6446 |
| | 2019 | 6446 | 227 | 4 | 14 | 0 | 33 | 6622 |
| | 2020 | 6622 | 124 | 2 | 17 | 0 | 48 | 6679 |

Note: In some cases, the number of outlets opened listed in Column 4 include units sold by the Company to franchisees. The exact number of these units is listed in the following Table No. 4 in Column 7.

[remainder of this page intentionally left blank]

Table No. 4
Status of Company-Owned Outlets
For Years 2018 to 2020

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Outlets Reacquired from Franchisee | Col. 6 Outlets Closed | Col. 7 Outlets Sold to Franchisee | Col. 8 Outlets at End of the Year |
|------------------------|-----------------------|---|-------------------------------------|---|-------------------------------------|---|---|
| Alabama | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Alaska | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Arizona | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Arkansas | 2018 | 1 | 0 | 0 | 0 | 1 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| California | 2018 | 29 | 0 | 0 | 0 | 0 | 29 |
| | 2019 | 29 | 0 | 0 | 0 | 0 | 29 |
| | 2020 | 29 | 0 | 0 | 0 | 0 | 29 |
| Colorado | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Connecticut | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Delaware | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Florida | 2018 | 61 | 1 | 0 | 0 | 0 | 62 |
| | 2019 | 62 | 4 | 0 | 0 | 0 | 66 |
| | 2020 | 66 | 1 | 0 | 0 | 0 | 67 |
| Georgia | 2018 | 30 | 0 | 0 | 0 | 0 | 30 |
| | 2019 | 30 | 2 | 0 | 0 | 0 | 32 |
| | 2020 | 32 | 0 | 0 | 0 | 0 | 32 |
| Hawaii | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Idaho | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Illinois | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Outlets Reacquired from Franchisee | Col. 6 Outlets Closed | Col. 7 Outlets Sold to Franchisee | Col. 8 Outlets at End of the Year |
|-----------------|----------------|--|-----------------------------|---|-----------------------------|--|--|
| Indiana | 2018 | 58 | 1 | 0 | 0 | 23 | 36 |
| | 2019 | 36 | 1 | 0 | 0 | 0 | 37 |
| | 2020 | 37 | 0 | 0 | 0 | 0 | 37 |
| Iowa | 2018 | 3 | 0 | 0 | 0 | 3 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Kansas | 2018 | 2 | 0 | 0 | 0 | 2 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Kentucky | 2018 | 24 | 0 | 0 | 0 | 24 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Louisiana | 2018 | 14 | 0 | 0 | 0 | 14 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Maine | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Maryland | 2018 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019 | 3 | 0 | 0 | 0 | 3 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Massachusetts | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Michigan | 2018 | 67 | 4 | 0 | 0 | 1 | 70 |
| | 2019 | 70 | 2 | 0 | 0 | 0 | 72 |
| | 2020 | 72 | 3 | 0 | 0 | 0 | 75 |
| Minnesota | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mississippi | 2018 | 15 | 0 | 0 | 0 | 15 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Missouri | 2018 | 14 | 0 | 0 | 0 | 14 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Montana | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Nebraska | 2018 | 22 | 0 | 0 | 0 | 22 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Outlets Reacquired from Franchisee | Col. 6 Outlets Closed | Col. 7 Outlets Sold to Franchisee | Col. 8 Outlets at End of the Year |
|-----------------|----------------|--|-----------------------------|---|-----------------------------|--|--|
| Nevada | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| New Hampshire | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| New Jersey | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| New Mexico | 2018 | 4 | 0 | 0 | 0 | 0 | 4 |
| | 2019 | 4 | 0 | 0 | 0 | 0 | 4 |
| | 2020 | 4 | 0 | 0 | 0 | 0 | 4 |
| New York | 2018 | 36 | 3 | 0 | 0 | 0 | 39 |
| | 2019 | 39 | 1 | 0 | 0 | 0 | 40 |
| | 2020 | 40 | 2 | 0 | 0 | 0 | 42 |
| North Carolina | 2018 | 25 | 0 | 0 | 0 | 0 | 25 |
| | 2019 | 25 | 1 | 0 | 0 | 0 | 26 |
| | 2020 | 26 | 0 | 0 | 0 | 0 | 26 |
| North Dakota | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ohio | 2018 | 60 | 0 | 0 | 0 | 14 | 46 |
| | 2019 | 46 | 1 | 0 | 0 | 0 | 47 |
| | 2020 | 47 | 0 | 0 | 0 | 0 | 47 |
| Oklahoma | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Oregon | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Pennsylvania | 2018 | 2 | 0 | 0 | 0 | 2 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Rhode Island | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| South Carolina | 2018 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019 | 3 | 1 | 0 | 0 | 0 | 4 |
| | 2020 | 4 | 1 | 0 | 0 | 0 | 5 |
| South Dakota | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |

| Col. 1 State | Col. 2 Year | Col. 3 Outlets at Start of Year | Col. 4 Outlets Opened | Col. 5 Outlets Reacquired from Franchisee | Col. 6 Outlets Closed | Col. 7 Outlets Sold to Franchisee | Col. 8 Outlets at End of the Year |
|----------------------|----------------|--|-----------------------------|---|-----------------------------|--|--|
| Tennessee | 2018 | 27 | 0 | 0 | 0 | 16 | 11 |
| | 2019 | 11 | 1 | 0 | 0 | 0 | 12 |
| | 2020 | 12 | 0 | 0 | 0 | 0 | 12 |
| Texas | 2018 | 97 | 2 | 0 | 0 | 31 | 68 |
| | 2019 | 68 | 1 | 0 | 0 | 0 | 69 |
| | 2020 | 69 | 0 | 0 | 0 | 0 | 69 |
| Utah | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vermont | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Virginia | 2018 | 34 | 2 | 0 | 0 | 0 | 36 |
| | 2019 | 36 | 1 | 0 | 0 | 8 | 29 |
| | 2020 | 29 | 1 | 0 | 0 | 0 | 30 |
| Washington | 2018 | 16 | 0 | 0 | 0 | 16 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| West Virginia | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Wisconsin | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Wyoming | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| District of Columbia | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 2018 | 647 | 13 | 0 | 0 | 198 | 462 |
| | 2019 | 462 | 16 | 0 | 0 | 11 | 467 |
| | 2020 | 467 | 8 | 0 | 0 | 0 | 475 |

[remainder of this page intentionally left blank]

Table No. 5
Projected Openings as of December 29, 2020

| Col. 1 State | Column 2 Franchise Agreements Signed But Outlet Not Opened | Column 3 Projected New Franchised Outlet in the Next Fiscal Year | Column 4 Projected New Company-Owned Outlet in the Next Fiscal Year |
|---------------------|---|---|--|
| Alabama | 0 | 10 | 0 |
| Alaska | 0 | 0 | 0 |
| Arizona | 0 | 6 | 0 |
| Arkansas | 0 | 2 | 0 |
| California | 0 | 17 | 0 |
| Colorado | 0 | 4 | 0 |
| Connecticut | 0 | 1 | 0 |
| Delaware | 0 | 1 | 0 |
| Florida | 0 | 17 | 3 |
| Georgia | 0 | 5 | 1 |
| Hawaii | 0 | 0 | 0 |
| Idaho | 0 | 0 | 0 |
| Illinois | 0 | 11 | 0 |
| Indiana | 0 | 3 | 2 |
| Iowa | 0 | 0 | 0 |
| Kansas | 0 | 2 | 0 |
| Kentucky | 0 | 6 | 0 |
| Louisiana | 0 | 1 | 0 |
| Maine | 0 | 0 | 0 |
| Maryland | 0 | 3 | 0 |
| Massachusetts | 0 | 1 | 0 |
| Michigan | 0 | 7 | 0 |
| Minnesota | 0 | 2 | 3 |
| Mississippi | 0 | 1 | 0 |
| Missouri | 0 | 5 | 0 |
| Montana | 0 | 2 | 0 |
| Nebraska | 0 | 2 | 0 |
| Nevada | 0 | 2 | 0 |
| New Hampshire | 0 | 0 | 0 |
| New Jersey | 0 | 12 | 0 |
| New Mexico | 0 | 2 | 0 |
| New York | 0 | 28 | 1 |
| North Carolina | 0 | 6 | 0 |
| North Dakota | 0 | 0 | 0 |
| Ohio | 0 | 10 | 1 |
| Oklahoma | 0 | 3 | 0 |
| Oregon | 0 | 4 | 0 |
| Pennsylvania | 0 | 16 | 0 |
| Rhode Island | 0 | 0 | 0 |
| South Carolina | 0 | 1 | 0 |
| South Dakota | 0 | 0 | 0 |
| Tennessee | 0 | 6 | 0 |

| Col. 1 | Column 2 | Column 3 | Column 4 |
|----------------------|--|--|---|
| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlet in the Next Fiscal Year | Projected New Company-Owned Outlet in the Next Fiscal Year |
| Texas | 0 | 14 | 0 |
| Utah | 0 | 3 | 0 |
| Vermont | 0 | 0 | 0 |
| Virginia | 0 | 6 | 0 |
| Washington | 0 | 4 | 0 |
| West Virginia | 0 | 2 | 0 |
| Wisconsin | 0 | 5 | 0 |
| Wyoming | 0 | 0 | 0 |
| District of Columbia | 0 | 0 | 1 |
| Total | 0 | 233 | 12 |

Note: Taco Bell does not countersign Agreements until the restaurants open.

The data in the tabular charts above only includes franchises under this offering, including franchises that operate in the multi-brand format, in which case the unit will also be listed in the other brand's FDD. It does not include information on licenses offered under the Taco Bell Express disclosure document.

Exhibit I lists the name, address, and phone number of the franchise Units in operation as of December 29, 2020.

Exhibit I also includes a list, by name, city, state, business telephone number or, if unavailable, last known home telephone number, of every franchisee who has had a Unit terminated, canceled, not renewed, or otherwise voluntarily ceased to do business under the Agreement during the year ended December 29, 2020 or who had not communicated with us within 10 weeks of the issuance date of this disclosure document. Of the 73 franchisees listed in the closure/transferred section of Exhibit I, 25 are no longer Taco Bell franchisees. The other franchisees listed continue to have open Taco Bell restaurants and current Franchise Agreements with us.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no trademark-specific franchisee organizations associated with the Taco Bell franchise system that we have created, sponsored or endorsed. There are no trademark-specific franchisee organizations associated with the Taco Bell franchise system that are incorporated or otherwise organized under state law and that have asked us to be included in our disclosure document during the next fiscal year.

During the last three fiscal years we have not signed any confidentiality clauses with a current or former franchisee in a Franchise Agreement, settlement agreement, or any other contract restricting his or her ability to speak to you openly about his or her experience with the Taco Bell System.

Item 21**FINANCIAL STATEMENTS**

We were formed on February 23, 2016. Exhibit J contains our audited balance sheets as of fiscal years ended December 29, 2020 and December 31, 2019 and the related statements of income, member's equity, and cash flows for each of the fiscal years in the three-year period ended December 29, 2020, and the related notes to the financial statements.

Item 22**CONTRACTS**

The following Agreements are attached as exhibits to this Disclosure Document:

- Exhibit B-1: Franchise Agreement
- Exhibit B-1.5: KT Successor Franchise Agreement
- Exhibit B-2: Franchise Agreement Assignment and Release, Acceptance of Assignment, Consent to Assignment, Personal Guaranty and Owners' Agreement
- Exhibit B-3: Amendment to Franchise Agreement/KT Successor Franchise Agreement
- Exhibit B-4: In-Line 10+10 Addendum
- Exhibit C: Development Agreement
- Exhibit D: Release
- Exhibit E: Relationship Agreement, Letter of Credit, and Guaranty
- Exhibit F: Development Services Agreement
- Exhibit H: Confidentiality Agreement
- Exhibit K: State Addenda to Franchise Agreement
- Exhibit L: Asset Purchase Agreement

Item 23**RECEIPTS**

Exhibit N contains two copies of a detachable receipt.

EXHIBIT A

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES

CALIFORNIA

California Commissioner of the
Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(866) 275-2677

ILLINOIS

Franchise Division
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Franchise Section
Indiana Securities Commission
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Williams Building
525 W. Ottawa Street
Lansing, Michigan 48913

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl.
New York, New York 10005

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard, Fifth Floor
Bismarck, North Dakota 58505

RHODE ISLAND

Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804-371-9051)

WASHINGTON

Securities Division
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, WA 98501

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
201 W. Washington Avenue – 3rd Fl.
Madison, Wisconsin 53703

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

California Commissioner of the Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
6586 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

Commissioner of Securities
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

Secretary of State of the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

Securities Commissioner, State of North Dakota
600 East Boulevard, Fifth Floor
Bismarck, North Dakota 58505

RHODE ISLAND

Director of Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
(804-371-9733)

WASHINGTON

Director of the Securities Division
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, WA 98501

WISCONSIN

Commissioner of Securities
201 W. Washington Avenue – 3rd Fl.
Madison, Wisconsin 53703

EXHIBIT B-1

FRANCHISE AGREEMENT

TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT

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TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT

THIS AGREEMENT is made date, by and between TACO BELL FRANCHISOR, LLC, a Delaware limited liability company (the "Company"), and names (the "Franchisee").

RECITALS

A. The Company is the originator of a distinctive concept for the marketing, preparation and sale of certain Mexican and other style food products (the "TACO BELL RESTAURANTS" or the "Restaurants").

B. The Company owns or controls various trademarks, service marks, trade names, trade dress, designs (including product package designs), symbols, emblems, logos, insignias, external and internal building designs and architectural features and combinations of the foregoing (collectively, the "Trademarks"), which are used by it, its franchisees and its licensees in offering, selling and distributing its products and services. Some of the Trademarks are set forth and described on Appendix 1 to this Agreement.

C. The Company has developed, owns and has adopted for its own use and the use of its franchisees and licensees a unique system of quick service restaurant operation (the "Taco Bell System" or the "System"), consisting of a variety of distinctive sign and facility designs, equipment specifications and layouts, recipes, methods of food presentation and service, business techniques, copyrighted manuals and other materials, trade secrets, know-how and technology.

D. The Company has established, and is continuing to develop and operate, a chain of quick service "Taco Bell" and "Taco Bell Express" restaurants or units which are fundamentally uniform in image and in food style and which share many fundamental menu items and methods of operation (the "Taco Bell Chain").

E. The Taco Bell Chain enjoys widespread public acceptance due in part to (1) uniform high standards for the preparation, presentation and service of Taco Bell food; (2) an essentially uniform menu, image, appearance and methods of operation in all Restaurants and units; (3) uniform use of the System and the valuable and distinctive Trademarks; and (4) the Taco Bell franchisees' and licensees' commitments to maintain and enhance the goodwill and public acceptance of Taco Bell products, services and Restaurants by strict adherence to these uniform standards as they now exist and may be revised from time to time pursuant to this Agreement.

F. The Franchisee, aware of the above, has applied for a franchise and desires to establish and operate a Taco Bell Restaurant upon the terms and conditions set forth in this Agreement.

WITNESSETH

The parties hereby act and agree as follows:

SECTION 1: GRANT OF LICENSE

1.0 The Company hereby grants to the Franchisee a limited license to use the Trademarks solely in direct connection with the sale of the food, beverage and other products referred to in Subsection 3.5 from the TACO BELL RESTAURANT to be established pursuant to this Agreement at the following location:

Unit No. unit
address
city state zip
(the "Restaurant")

The grant of this limited license to use the Trademarks is further subject to the terms, conditions and limitations hereinafter set forth; including, among others, those contained in Section 14 entitled "TRADEMARKS."

1.1 Throughout the Term of this Agreement (as defined below), Franchisee shall operate the Restaurant in strict accordance with the terms of this Agreement and shall perform all other obligations of the Franchisee provided for by this Agreement.

SECTION 2: TERM

2.0 This Agreement shall continue for a term of _____ years, unless earlier terminated in accordance with Subsection 5.1 or any of the other conditions and provisions hereof (the "Term"), commencing with the date on which the Restaurant is opened for business to the public (if a writing stating the opening date and signed by the Parties is attached hereto) or forty-five days from date, whichever is earlier (the "Date of Grant"). Upon and after expiration of the Term (a) the Franchisee shall have no expectation or right to continue, extend, renew, or otherwise replace the license granted in Section 1 of this Agreement or to continue to operate the Restaurant, and (b) the Company shall have no expectation or right to require the Franchisee to continue to operate the Restaurant.

SECTION 3: RESTAURANT SYSTEM AND PROCEDURES

3.0 To the extent deemed appropriate by the Company in its sole discretion, based on the Franchisee's experience and performance at any particular time during the Term, the Company will use commercially reasonable efforts to furnish the Franchisee with advice and assistance in managing and operating a TACO BELL RESTAURANT, including periodic visits by the Company's representatives. A Company representative will assist the Franchisee in coordinating the Restaurant pre-opening activities, and will be available to assist with Restaurant operations throughout the opening week, as reasonably needed. In addition, the Company will develop and present to the Franchisee, and the Franchisee and the Company shall carry out, an advertising program designed for the initial opening of the Restaurant.

3.1 The Franchisee shall devote his or her full time, best efforts and constant personal attention to the day to day operation of the Restaurant. In order to facilitate the devotion of such personal attention, either the Franchisee or a qualified manager of the Restaurant shall maintain his or her personal principal residence within a usual driving time of approximately one hour from the Restaurant. Unless the Company shall have given its prior advance written approval, the Franchisee shall have the Restaurant open for business during such hours as are specified by the Company in the Manual described in Subsection 3.2 below (the "Manual"). In addition, and without limiting the generality of the foregoing responsibilities, the Franchisee shall:

- (a) Operate the Restaurant in a clean, safe and orderly manner, providing courteous, first-class service to the public;
- (b) Diligently promote and make every reasonable effort to increase the business of the Restaurant;
- (c) Advertise the business of the Restaurant by the use of the Trademarks and such other insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or established from time to time by the Company and included in the Manual; and
- (d) Prevent the use of the Restaurant for any immoral or illegal purpose, or for any other purpose, business activity, use or function which is not expressly authorized hereunder or in the Manual.

3.2 The Franchisee hereby acknowledges receipt and loan of a copy of the Company's Franchise Operations Manual, and shall faithfully, completely and continuously perform, fulfill, observe and follow all instructions, requirements, standards, specifications, systems and procedures contained therein; including, those dealing with the selection, purchase, storage, preparation, packaging, service and sale (including menu content and presentation) of all food and beverage products, and the maintenance and repair of Restaurant buildings, grounds, furnishings, fixtures, and equipment, as well as those relating to employee uniforms and dress, accounting, bookkeeping, record retention and other business systems, procedures and operations. By this reference, the Company's Franchise Operations Manual, as presently constituted and as it may hereafter be amended and supplemented by the Company from time to time (the "Manual") is incorporated in and made part of this Agreement. The Franchisee acknowledges that the materials contained in the Manual are integral, necessary and material elements of the System.

3.3 The Company shall have the right at any time and from time to time, in the good faith exercise of its reasonable business judgment, consistent with the overall best interests of TACO BELL RESTAURANTS generally, to revise, amend, delete from and add to the System and the material contained in the Manual. The Franchisee shall promptly comply with all such revisions, amendments, deletions and additions.

3.4 The Franchisee understands, acknowledges and agrees that strict conformity with the System, including the standards, specifications, systems, procedures, requirements and instructions contained in this Agreement and in the Manual, is vitally important to the success not only of the Company, but to the collective success of all Taco Bell franchisees, including the Franchisee, by reason of the benefits all franchisees and the Company will derive from chain uniformity in food products, identity, quality, appearance, facilities and service among all TACO BELL RESTAURANTS. Any failure to adhere to the standards, specifications, requirements or instructions contained in this Agreement or in the Manual shall constitute a material breach of this Agreement.

3.5 The Franchisee shall offer for sale only from the Restaurant premises and at all times when the Restaurant is open for business all and only the food, beverages and other products expressly described in the Manual, unless the Franchisee shall have received the Company's prior written consent to any exception. No food, beverage or other products shall be offered or sold at or from the Restaurant under or in connection with any trademark or service mark other than the Trademarks without the prior written authorization of the Company in each case.

3.6 The Franchisee further understands, acknowledges and agrees that the Company is the owner of all rights in and to the System, including the information and materials described or contained in the Manual, and that the System, including such information and materials, constitutes trade secrets of the Company which are revealed to the Franchisee in confidence, and that no right is given to or acquired by the Franchisee to disclose, duplicate, license, sell or reveal any portion thereof to any person, other than an employee of the Franchisee required by his work to be familiar with relevant portions thereof. The Franchisee hereby represents, warrants and promises to keep and respect such confidences extended by the Company to the Franchisee, to obtain from each of its Restaurant managers an agreement to keep and respect such confidences, and to be responsible for compliance by said employees with such agreements.

3.7 The Manual and all such other materials furnished to the Franchisee hereunder are and shall remain the property of the Company and shall be returned by the Franchisee to the Company immediately upon the expiration or earlier termination of this Agreement for any reason.

3.8 During the term of this Agreement, the Franchisee shall not, without the prior express written consent of the Company, directly or indirectly, perform any services for, engage in or acquire any financial, beneficial or equity interest in, any business similar to that of the Restaurant. In the event this Agreement is terminated by the Company for breach by the Franchisee, the same restrictions shall apply for a period of one year following such termination, but only with respect to similar businesses operated within a ten mile radius of the Restaurant. For purposes of this subsection, a "similar business" is a restaurant business which prepares or sells Mexican style food products. Notwithstanding the foregoing, the Franchisee and his family, collectively, may own up to ten percent (10%) of the stock of a publicly traded company engaged in a similar business. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this subsection determines that it would be invalid or unenforceable as written, then in such event the provisions hereof shall be deemed modified to the extent necessary to be valid and enforceable.

SECTION 4: TRAINING

4.0 The Company shall make available to the Franchisee and one Restaurant manager, the Company's TACO BELL RESTAURANT operations training course.

4.1 Before the Restaurant shall open for business, one person from the Franchisee's organization who is designated to be the initial manager of the Restaurant shall either: (a) attend, for such period of time as the Company shall deem reasonably necessary, and complete the Company's training course to the reasonable satisfaction of the Company, or (b) otherwise be approved by the Company to manage the Restaurant. In the event this Agreement is the first franchise agreement between the Company and the Franchisee, then before the Restaurant shall open for business, the Franchisee shall also attend, for such period of time as the Company shall deem reasonably necessary, and complete the Company's training course to the reasonable satisfaction of the Company. If the Franchisee fails to successfully complete the Company's training course, then at the option of the Company this Agreement may be terminated.

4.2 The Franchisee and at least one Restaurant manager shall, from time to time as reasonably required by the Company, personally attend and complete a Company-provided refresher course in TACO BELL RESTAURANT operations.

4.3 The Franchisee shall be responsible for the compliance of Restaurant operations with the standards, methods, techniques and material taught at the Company's operations training course, and shall cause the Restaurant employees to be trained in such standards, methods and techniques as are relevant to the performance of their respective duties.

4.4 Attendance of the Franchisee and one manager of the Restaurant shall be tuition-free at all training courses, but at the Franchisee's sole cost and expense, including, without limitation, the cost of travel, lodging, meals and other related and incidental expenses.

SECTION 5: RESTAURANT MAINTENANCE

5.0 The Franchisee shall, at the Franchisee's sole cost and expense, maintain and repair the Restaurant, related equipment, signage, improvements, landscaping and the Restaurant premises in conformity with the standards, specifications and requirements of the System, as the same may be designated by the Company from time to time, and as appropriate replace any or all of such items (other than the Restaurant building or premises). The Franchisee shall replace equipment as necessary or desirable at the Franchisee's cost and expense and obtain at his cost and expense any new or additional equipment as may be reasonably required by the Company for new products, procedures, administration, marketing or communication. Except as may be expressly provided in the Manual, no alterations or improvements, or changes of any kind in design, equipment or decor shall be made in, on or about the Restaurant or Restaurant premises without the prior written approval of the Company in each instance. The Franchisee shall at the Franchisee's sole cost and expense, replace as necessary such equipment, signage, improvements and landscaping in conformity with such standards, specifications and requirements of the System.

5.1 As a condition of continuing this Agreement after the [eleventh anniversary of the Date of Grant, the Franchisee shall, between the tenth and eleventh anniversaries of the Date of Grant] [thirteenth anniversary of the Date of Grant, the Franchisee shall, between the twelfth and the thirteenth anniversaries of the Date of Grant], upgrade the Restaurant in accordance with the Manual ("Mid-Term Upgrade"). The scope of the Mid-Term Upgrade shall be defined in the Manual and generally shall include an interior

refresh (including paint, counters, seats, settees, chairs, tables, soffits, and lighting), an exterior refresh (including paint and the addition of, modification to, or incorporation of any new critical design elements), and a signage upgrade. The Franchisee must obtain the Company's prior written approval of the exact scope of the Mid-Term Upgrade pursuant to the procedures stated in the Manual. In the event the Franchisee fails to obtain the Company's prior written approval or complete timely the Mid-Term upgrade pursuant to this section, Franchisor may terminate this Agreement pursuant to Section 15.

5.2 In order to assure the continued success of the Restaurant, the Franchisee shall, from time to time as reasonably required by the Company (taking into consideration the cost and then remaining term of this Agreement), modernize or modify the image of the Restaurant building, premises and equipment to the Company's then current, reasonable standards and specifications. The Franchisee's obligations under this subsection are in addition to, and shall not relieve the Franchisee from, any of its other obligations under this Agreement, including those contained in the Manual. However, no such modernization or re-imaging shall be required by the Company unless and until the Company has at that time committed to implement such standards and specifications within the then current or following calendar year in at least twenty-five percent (25%) of those TACO BELL RESTAURANTS then operated by the Company within the United States.

5.3 If the Franchisee is or becomes a lessee of the Restaurant premises, the Franchisee shall provide the Company with a true and correct, complete copy of any such lease, and shall have included therein provisions, in form satisfactory to the Company, expressly permitting both the Franchisee and the Company reasonable opportunity to take all actions and make all alterations referred to under Subsection 15.2(b). Any such lease shall also require the lessor thereunder to give the Company reasonable notice of any contemplated termination and a reasonable time in which to take and make the above actions and alterations and provide that the Franchisee has the unrestricted right to assign such lease to the Company.

SECTION 6: ADVERTISING AND PUBLICITY

6.0 The Company shall develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all TACO BELL RESTAURANTS. It is expressly understood, acknowledged and agreed that in all phases of such advertising and promotion, including, without limitation, type, quantity, timing, placement and choice of media, market areas and advertising agencies, the decisions of the Company made in good faith shall be final and binding. The Franchisee shall have the right to participate actively in all such advertising and sales promotion programs, but only in full and complete accordance with such terms and conditions as may be established by the Company for each such program.

6.1 (a) The Company will establish and maintain a fund (the "Marketing Fund") separate from any Company accounts. The Company will deposit into the Marketing Fund all marketing fees received from the Franchisee pursuant to Subsection 7.0(c) below and an amount equal to four and one-quarter percent (4.25%) of the Gross Sales (as defined below) from Company operations of TACO BELL RESTAURANTS in the United States (except Hawaii). The Company will provide an accounting of the Marketing Fund to the Taco Bell franchise advisory council ("FRANMAC") pursuant to the Marketing Fund Policy.

(b) The Company has and will in consultation with FRANMAC develop, publish and modify from time to time as necessary a Marketing Fund Policy, which shall be part of the Manual and will set forth procedures and guidelines for disbursements and expenditures from the Marketing Fund. All monies in the Marketing Fund, including any interest or other income earned from the investment of such monies must be spent and disbursed only in accordance with this Agreement and the Marketing Fund Policy. The Franchisee hereby agrees that the Company can shift into the Marketing Fund any excess funds remaining in funds, sub-funds, or other accounts established or maintained in connection with prior forms of franchise agreement or marketing fund policies, including fees or monies that Franchisee paid, or that were collected from Franchisee, in connection with prior franchise agreements between the Franchisee and the Company.

(c) The Company shall use the Marketing Fund in its good faith determination to disseminate, improve and support the public awareness and image of the Taco Bell brand, the Taco Bell System and its goods and services available to the public, to increase System-wide sales, to purchase advertising, to pay for the development, support, and dissemination of other marketing and media programs on a regional or national basis (including but not limited to promotions, public relations, event marketing, research and clearance of programs, talent and residuals), to pay for the creation and production of advertising, and as otherwise permitted by the Marketing Fund Policy; provided, however, in any given calendar year not more than one-quarter of the aggregate of all marketing fees contributed to the Marketing Fund from franchise and Company Restaurants in the United States (except Hawaii) shall be spent on the production and creation of advertising.

6.2 The Company may temporarily invest any or all of the monies held in the Marketing Fund from time to time at the sole discretion of the Company in accordance with the Marketing Fund Policy. All interest or other income received from such investments may be used by the Company to pay for the expenses of administering the Marketing Fund. Any such amounts not used for this purpose shall be designated Marketing Funds and disbursed according to the Marketing Fund Policy.

6.3 All advertising copy and other materials shall be in strict accordance and conformity with the standards, formats and specimens contained in the Manual. In the event the Franchisee wishes to depart from the materials contained in the Manual, the Franchisee shall submit, in each instance, the proposed advertising copy and materials to the Company for approval in advance of publication, and shall use only such advertising copy and materials as have been approved in writing by the Company. In no event shall the Franchisee's advertising contain any statement or material which may be considered (a) in bad taste or offensive to the public or to any group of persons, or (b) defamatory of any person or an attack on any competitor.

6.4 In order to maintain the high reputation of the Taco Bell System and for the benefit of all of its operators, the Franchisee shall report immediately by telephone to the Company the occurrence of any incident at or concerning the Restaurant or the business conducted there which is or is likely to become the subject of publicity through the news media or otherwise. The Franchisee hereby acknowledges that the Company alone is authorized to speak or make statements, public or private, on behalf of the Taco Bell brand or the Taco Bell System, and the Franchisee shall in every instance consult and coordinate with the Company in advance of communicating with the media or of creating publicity for the brand or System outside the normal course of business.

SECTION 7: FEES

7.0 As partial consideration for the rights granted hereunder, the Franchisee shall pay the Company throughout the Term:

(a) An initial franchise fee of _____ Dollars (\$_____) due upon execution hereof. The Franchisee acknowledges that the granting of this franchise is the only consideration for the payment of this initial franchise fee. The Franchisee shall spend five thousand dollars (\$5,000.00) within six (6) months of opening the Restaurant in advertising and promoting the opening of the Restaurant in accordance with the Company's opening procedures for franchised restaurants. Upon receipt of paid invoices or other proofs of expenditure, the Company will reimburse the Franchisee for the grand opening expenses in an amount not to exceed \$5,000.00. Any and all such paid invoices or other proofs of expenditure must be submitted to the Company within nine (9) months from the opening date of the Restaurant. In the event that the Franchisee and the Restaurant qualify for or otherwise receive a waiver of or reduction in the initial franchise fee, the Franchisee shall still spend and provide the Company with proof of the grand opening expenses as noted above; however, the Company will not reimburse the Franchisee for any grand opening expenses;

(b) A franchise fee for each of the Company's four-week accounting periods (or five-week accounting periods, as determined from time to time by the Company, each whether four or five weeks an "accounting period") equal to five and one-half percent (5.5%) of Gross Sales (as defined below); and

(c) A marketing fee for each of the accounting periods equal to four and one-quarter percent (4.25%) of Gross Sales (as defined below).

(d) Notwithstanding the foregoing, if a federal, state or local law in which the Restaurant is located prohibits or restricts in any way the Franchisee's ability to pay and/or the Company's ability to collect that portion of the period franchise fee (identified in "(b)" above) or period marketing fee (identified in "(c)" above) related to Gross Sales deriving from the sale of alcoholic beverages at the Restaurant (an "Alcohol Restriction Law"), then the Franchisee instead will be required to pay as the period franchise fee and period marketing fee whatever increased percentages of the Restaurant's non-alcoholic beverage Gross Sales (that is, total period Gross Sales minus the amount of Gross Sales derived from the Franchisee's sale of alcoholic beverages) as will result in the Franchisee's paying the period franchise fee and period marketing fee which would otherwise pertain if Franchisee were not subject to an Alcohol Restriction Law.

7.1 Due Dates. Until notified otherwise by the Company, the periodic fees required pursuant to Subsection 7.0 shall be paid by check mailed and postmarked on or before the fifth (5th) business day immediately following the four (or five) week accounting period (as designated by the Company) in which such sales were made. When so notified by the Company, the periodic fees required pursuant to Subsection 7.0 shall be paid by electronic funds transfer received on or before the fifth (5th) business day immediately following the last day of the pertinent accounting period (as designated by the Company) in which such sales were made. Any payment which is not paid when due shall incur the then-customary administrative charge and shall bear interest from and after the due date at the rate of (i) eighteen percent (18%) per annum or (ii) the highest rate permitted by law, whichever is less.

7.2 Definition. The term "Gross Sales" as used in this Agreement shall mean the total of all cash or other payments received for the sale of food, beverages and other tangible property of every kind sold at, in, upon, or from the Restaurant, and all amounts which shall be received as compensation for any services rendered therefrom, excluding only sales taxes, employee meals, overrings and refunds to customers.

7.3 Taxes. All fees paid by the Franchisee to the Company pursuant to this Agreement shall be paid to the Company net of any and all withholding, excise, gross receipts, sales, use and other similar taxes (other than state or federal corporate income tax of the Company), so that, for example, in the event any governmental entity would impose a tax of 5% on royalties paid by the Franchisee hereunder, then the Franchisee would pay to the Company 5.79% of the Restaurant's Gross Sales as the franchise fee instead of the 5.5% of Gross Sales payable without any such tax.

SECTION 8: RECORD KEEPING

8.0 From time to time, the Company may provide the Franchisee with a TACO BELL RESTAURANT record keeping system and forms, and the Franchisee shall employ such system, without modification, in connection with the business of the Restaurant.

8.1 The Franchisee shall complete and submit to the Company on a regular, continuous basis:

(a) Weekly Restaurant Reports, on or before the fifth business day after each week in each accounting period;

- (b) Period Restaurant Reports, on or before the fifth business day after expiration of each accounting period; and
- (c) Annual Restaurant Reports, on or before 90 days following the end of each calendar year or the end of the Franchisee's fiscal year, whichever is pertinent.

8.2 The Annual Restaurant Reports referred to above shall include a balance sheet dated as of the end of the pertinent year and a profit and loss statement for such year, together with such additional financial information as the Company may reasonably request, all prepared in accordance with generally accepted accounting principles. Such balance sheet and profit and loss statement must be reviewed by an independent certified public accountant and be in accordance with Statements on Standards for Accounting and Review Services and must contain a signed opinion by such accountant to that effect. If the Franchisee fails to provide the Company with any such financial statement, the Company shall have the right to have an independent audit made of the Franchisee's books and records, and the Franchisee shall promptly reimburse the Company for the cost thereof.

8.3 Each of the Reports referred to in this section shall be completed by the Franchisee or the Franchisee's accountant in the respective specimen forms, and in accordance with the instructions, contained in the Manual. Time is of the essence with respect to completion and submission of each such Report. Franchisee hereby consents to the Company's release of information regarding the Restaurant's sales to associations of franchisees, to consultants of the Company, to advertising agencies and to other parties considered appropriate by the Company.

8.4 If the Franchisee is a corporation, it shall maintain an accurate stock register. In the event that the beneficial ownership of the Franchisee's stock differs in any respect from record ownership, the Franchisee shall also maintain a list of the names, addresses and interests of all beneficial owners of its stock. The Franchisee shall produce its stock register and any list of beneficial owners, certified by the corporation's secretary to be correct, at the Restaurant at any reasonable time and from time to time after ten days' prior written request by the Company. Company representatives shall have the right to examine the stock register and any list of beneficial owners and to reproduce all or any part thereof. In addition, all record and beneficial stock holders of the Franchisee shall jointly and severally guaranty the full and faithful performance of all agreements, duties and obligations required to be performed, fulfilled or observed by the Franchisee under this Agreement.

8.5 Without limiting the generality of Subsection 9.0, below, Company representatives shall have the right at all times during normal business hours to confer with Restaurant employees and customers, and to inspect the Franchisee's books, records and tax returns, or such portions thereof as pertain to the operation of the Restaurant business. All such books, records and tax returns shall be kept and maintained at the Restaurant premises or such other place as may be agreed to from time to time in writing by the parties. If any such inspection reveals that the Gross Sales reported in any report or statement are less than the actual Gross Sales ascertained by such inspection, then the Franchisee shall immediately pay the Company the additional amount of fees owing by reason of the understatement of Gross Sales previously reported, together with interest and administrative charges as provided in Subsection 7.1. In the event that any report or statement understates Gross Sales by more than two percent (2%) of the actual Gross Sales ascertained by the Company's inspection, the Franchisee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse the Company for any and all expenses incurred in connection with its inspection, including, but not limited to, reasonable accounting and legal fees. Such payments shall be without prejudice to any other rights or remedies the Company may have under this Agreement or otherwise.

SECTION 9: RESTAURANT INSPECTION

9.0 The Company shall have the right at any time and from time to time without notice to have its representatives enter the Restaurant premises for the purpose of inspecting the condition thereof and the operation of the Restaurant for compliance with the standards, specifications, requirements and instructions contained in this Agreement and in the Manual, and for any other reasonable purpose connected with the operation of the Restaurant.

SECTION 10: RELATIONSHIP OF PARTIES AND INDEMNIFICATION

10.0 The Franchisee is not, and shall not represent or hold itself out as, an agent, legal representative, joint venturer, partner, employee or servant of the Company for any purpose whatsoever and, where permitted by law to do so, shall file a business certificate to such effect with the proper recording authorities. The Franchisee is an independent contractor and is not authorized to make any contract, agreement, commitment, warranty or representation on behalf of the Company, or to create any obligation express or implied on behalf of the Company. The Franchisee agrees that the Company is not, and the Franchisee hereby covenants not to claim that the Company is, in any way a "fiduciary" as regards the Franchisee. The Franchisee shall not use the name TACO BELL or any similar words as part of or in association with any trade name or name of any business entity directly or indirectly associated with the Franchisee.

10.1 Franchisee agrees that it will, at its sole cost, at all times indemnify, defend and hold harmless the Company; any of the Company's parents, affiliates, subsidiaries, successors, assigns and designees; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of each of the foregoing (the Company and all others referenced above being the "Company Parties"), to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, is related in any way to any element of the Franchisee's establishment, design, construction, conversion, opening, remodeling, renovation and/or operation of the Restaurant and/or Franchisee's franchised business, including (without limitation) (i) any personal injury, death, or property damage

suffered by any customer, visitor, operator, vendor, contractor, subcontractor, employee or guest of the Restaurant and/or Franchisee's franchised business and (ii) all acts, errors, neglects or omissions of Franchisee or Franchisee's franchised business and/or any of its or their owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives (or any third party acting on Franchisee's behalf or direction) related to the operation of the restaurant; the preparation, offer and sale of food and beverage items thereat; and, all liabilities directly or indirectly arising from or related to any sale at or from the restaurant of beer, wine and/or other alcoholic beverages (including "dram shop" liabilities). As used above, the phrase "claims, losses, liabilities and costs" includes all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory, or punitive damages or liabilities; costs of investigation; court costs and expenses; actual attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to the Company's reputation and goodwill; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by the Company Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. Franchisee agrees to give the Company written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Company Party within three days of Franchisee's actual or constructive knowledge of it. At Franchisee's sole expense and risk, The Company may elect to assume the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. The Company's undertaking of defense and/or settlement will in no way diminish Franchisee's indemnification obligations hereunder.

Franchisee agrees that any failure by the Company Parties to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by the Company Parties from Franchisee. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

10.2 Franchisee hereby irrevocably affirms, attests and covenants its understanding that Franchisee's employees are employed exclusively by Franchisee and in no fashion is any such employee either employed, jointly employed or co-employed by the Company. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of the Franchisee and never under the direct or indirect control of the Company in any fashion whatsoever. The Company and Franchisee hereby agree that, with respect to the employees working at or in the Restaurant, Franchisee alone has the right and obligation, and the Company has absolutely no right or obligation, to:

- (a) hire the employees;
- (b) determine the employees' compensation and other benefits;
- (c) establish the employees' schedules;
- (d) pay all salaries, benefits, and employee-related liabilities, e.g., workers' compensation; payroll taxes;
- (e) discipline or terminate the employees;
- (f) determine the number of employees working at the Restaurant (subject to any minimum staffing guidelines the Company may publish for the purpose of ensuring Franchisee has the capability at all times to satisfy the Company's food safety and product quality standards);
- (g) train the employees as it sees fit (subject to the use of the Company's training materials, developed to ensure customers receive a consistent brand experience, and full compliance with the Company's food safety and product quality standards).

Finally, should it ever be asserted that the Company is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist the Company in defending said allegation, including (if necessary) appearing at any venue requested by the Company to testify on the Company's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that the Company is the employer, joint employer or co-employer of any of Franchisee's employees). To the extent the Company is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by the Company, it will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

SECTION 11: INSURANCE

11.0 The Franchisee shall procure before the commencement of Restaurant operations and maintain in full force and effect during the entire term of this Agreement, at its sole cost and expense, an insurance policy or policies protecting the Franchisee and the Company against any and all loss, liability or occurrence, arising out of or in connection with the condition, operation, use or occupancy of the Restaurant or Restaurant premises. The Company shall be named as an additional insured in all such policies, workers' compensation excepted. Such policy or policies shall be written by an insurance company or companies satisfactory to the Company and with a minimum Best's Rating of A- or other such comparable rating and shall include coverage in at least the following types and amounts:

| KIND OF INSURANCE | MINIMUM LIMITS OF LIABILITY |
|------------------------------|--|
| Workers' Compensation | Statutory |
| Employers' Liability | \$2,000,000 per occurrence |
| Commercial General Liability | \$2,000,000 per occurrence |
| Products Liability | \$5,000,000 annual aggregate per occurrence included in Commercial General Liability, |
| Liquor Liability Insurance | separate annual aggregate of \$5,000,000 \$3,000,000 annual aggregate per common cause and as further set out below |

The insurance afforded by the policy or policies shall be primary with respect to insurance maintained by the Company and shall not be limited in any way by reason of any insurance which may be maintained by the Company. Subject to the express prior written approval of the Company (which the Company may withhold in its good faith discretion), that such program would not put the Company at any greater risk or exposure than would coverage from insurers described above, and to the Franchisee's full compliance with all pertinent laws and regulations, the Franchisee may satisfy its obligations with respect to Workers' Compensation coverage through a self-insurance program. Franchisee is only required to maintain Liquor Liability Insurance if serving alcoholic beverages at the Restaurant. Franchisee is required to maintain such Liquor Liability Insurance with limits of not less than the equivalent of \$3,000,000.00 each common cause and \$3,000,000.00 annual aggregate covering bodily injury and property damage if liability for either bodily injury or property damage is imposed by reason of the selling, serving or furnishing of any alcoholic beverage by Franchisee.

11.1 Within thirty (30) days after the execution of this Agreement, but in no event later than one week before the Restaurant opens for business, Certificates of Insurance showing compliance with the requirements of Subsection 11.0 shall be furnished by the Franchisee to the Company for approval. Such certificates shall state that the policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to the Company. Maintenance of such insurance and the performance by the Franchisee of its obligations under this Section 11 shall not relieve the Franchisee of liability under the indemnity provisions of this Agreement or limit such liability.

11.2 The Franchisee shall maintain an all-risk property insurance (fire) policy on the Restaurant buildings and other improvements, equipment, furnishings, fixtures, signage and any additions. The policy shall be written on the basis of replacement cost of the property and shall include a minimum of six months' coverage for business interruption. Such policy or policies shall be written by an insurance company with a minimum Best's Rating of A- or other such comparable rating.

11.3 Should the Franchisee, for any reason, not timely procure and maintain the insurance coverage required by this section, then the Company shall have the right and authority to immediately procure such insurance coverage as part of or separate from its own policies, in its sole discretion, and to charge the cost thereof to the Franchisee, which charges shall be paid immediately upon notice and shall be subject to charges for late payments in the manner set forth in Subsection 7.1.

11.4 The Franchisee's insurance shall be endorsed to add the Company and each of its parents, subsidiaries, affiliates, officers, shareholders, members, directors, and employees as additional insureds.

SECTION 12: DEBTS AND TAXES

12.0 The Franchisee shall pay promptly when due all obligations incurred directly or indirectly in connection with the Restaurant and its operation, including, without limitation, all taxes and assessments that may be assessed against the Restaurant land, building and other improvements, equipment, fixtures, signs, furnishings and other property, and all liens and encumbrances of every kind and character created or placed upon or against any of said property (subject, however, to any conflicting provisions of any arms length, bona fide lease or leases of any of the foregoing property), and all accounts and other indebtedness of every kind and character incurred by or on behalf of the Franchisee in the conduct of the Restaurant business.

SECTION 13: SALE AND ASSIGNMENT

13.0 The Franchisee's rights and interests under this Agreement and any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement shall not be subject to sale, assignment, transfer or encumbrance, including the granting of any lien or security interest (all of which are hereinafter included within the term "transfer") in whole or in part in any manner whatsoever without the prior express written consent of the Company. The Company will not, however, unreasonably withhold its consent to any proposed sale or assignment. In considering a request for transfer, the Company will consider, among other things, the qualifications, apparent ability and credit standing of the proposed transferee as if the same were a prospective, direct franchisee of the Company. In addition, the Company shall require as a condition precedent to the granting of its consent with respect to any transfer that:

(a) there shall be no existing default in the performance or observance of any of the Franchisee's obligations under this Agreement or any other agreement with the Company and the Restaurant shall be in condition and appearance satisfactory to the Company and in accordance with its standards at that time;

(b) the Franchisee shall have settled all outstanding accounts with the Company and its affiliates and executed

a Release in a form satisfactory to the Company;

(c) the Franchisee shall have paid the Company its then current transfer fee applicable to the type of transfer proposed. The amount of the transfer fee will be set by the Company from time to time and will be limited to the Company's good faith estimate of its costs and expenses expected to be incurred in connection with investigating the qualifications of the proposed transferee, training the proposed transferee and the direct administrative costs of reviewing and effecting the transfer;

(d) unless already a Taco Bell franchisee, the proposed transferee shall have personally attended and satisfactorily completed the Company's tuition-free training program; and

(e) the proposed transferee shall have executed the Company's then current form of Franchise Agreement for a term equal to the remaining term of this Agreement but requiring no initial franchise fee and requiring no greater periodic franchise fee than the applicable fee set forth in Subsection 7.0(b) above;

except that the items described in clauses (c) and (d) above shall not be required with respect to a proposed transferee that is only to receive the benefits of a lien or security interest or borrowed money. Neither this Agreement nor any of the rights or interests conferred on the Franchisee hereunder shall be retained by the Franchisee as security for the payment of any obligation that may arise by reason of any such transfer.

13.1 It is acknowledged and agreed that a material part of the consideration for the Company's entering into this Agreement is the personal confidence reposed in the Franchisee, and no person shall succeed to any of the rights of the Franchisee under this Agreement by virtue of any voluntary or involuntary proceeding in foreclosure, bankruptcy, receivership, attachment, execution, assignment for the benefit of creditors or other legal process.

13.2 Except as expressly provided for herein, any attempt by the Franchisee to transfer any of its rights or interests under this Agreement shall constitute a material breach of this Agreement and the Company shall have the right to terminate this Agreement. The Company shall not be bound by any attempted sale, assignment, transfer, conveyance or encumbrance in any manner whatsoever, by law or otherwise, of any of the Franchisee's rights or interests under this Agreement.

13.3 If the Franchisee desires to conduct business in a corporate capacity, the Company will consent to the assignment of this Agreement to a corporation approved by the Company, provided that the Franchisee complies with the provisions hereinafter specified and any other condition which the Company may require, including restrictions on the number, identity and legal status of stockholders of the assignee corporation. Such assignee corporation shall be closely held and shall not engage in any business activity other than that directly related to the operation of TACO BELL RESTAURANTS franchised by the Company.

If the Franchisee's rights are assigned to a corporation, the individual Franchisee named herein or otherwise expressly designated in writing by the Company shall at all times be the legal and beneficial owner of at least 51% of the stock of the assignee corporation, and shall act as such corporation's principal officer; provided, however, subject to the express prior written consent of the Company, such stock may be held in trust by a trustee under a trust indenture, with each trustee and beneficiary of such trust personally guaranteeing all of the obligations of the Franchisee hereunder. Any issuance or transfer of stock in such corporation shall be treated for the purposes of this Agreement as a transfer of the Franchisee's rights under this Agreement requiring the Company's consent as provided herein. The Franchisee must prior to any issuance or transfer of any stock furnish the Company with a written notice containing the details of such proposed issuance or transfer in advance thereof. The Articles of Incorporation and the By-Laws of the assignee corporation shall reflect that the issuance and transfer of shares of stock are restricted, and all stock certificates shall bear the following legend, which shall be printed legibly and conspicuously on the face of each stock certificate:

"The transfer of this stock is subject to the terms and conditions of a franchise agreement with Taco Bell Franchisor, LLC and certain restrictions set forth in the charter and bylaws of this corporation, and no such transfer shall be valid unless Taco Bell Franchisor, LLC has consented thereto."

The Franchisee acknowledges that the purpose of the aforesaid restriction is to protect the Company's trademarks, service marks, trade secrets and operating procedures as well as the Company's general, high reputation and image, and is for the mutual benefit of the Company, the Franchisee and other franchisees of the Company. The Company shall not unreasonably restrict the issuance or transfer of shares of stock, provided that in no event shall any share of stock of such assignee corporation be sold, transferred or assigned to a business competitor of the Company.

13.4 The Franchisee shall at all times throughout the term of this Agreement have on file with the Company the name of a designated successor agent, approved by the Company, and authorized by the Franchisee to make, subject to and immediately upon the death or legal incapacity of the Franchisee (or if the Franchisee is not an individual, its designated agent), all operating decisions with respect to the Restaurant business (including but not limited to hiring and severance of employment, voting in the Local Association, purchasing, maintenance, etc.). Not less often than once each calendar year, the Franchisee shall confirm or change in writing such designated successor agent.

In the event of the death or legal incapacity of the Franchisee or, where the Franchisee is a corporation, any person owning the legal or beneficial interest in 10% or more of the outstanding stock of the Franchisee, the rights and obligations of the Franchisee or of such stockholder hereunder shall inure to the benefit of such of the executors, administrators, heirs, conservators or legatees of the Franchisee or such stockholder (collectively the "Legatee") as shall (i) elect, in a written notice received by the Company within one hundred twenty

(120) days after the date of death, or the judicial determination of legal incapacity, to perform all of the duties and obligations required to be performed, fulfilled and observed by the Franchisee under this Agreement and (ii) be determined by the Company, in its good faith discretion, to be able to perform such duties and obligations. In the event the Company determines that the Legatee is not capable of performing all of the duties and obligations required to be performed by the Franchisee under this Agreement, the Legatee shall use best efforts within the six (6) months from the date of written notice from the Company to sell the subject interest hereunder to a bona fide purchaser in accordance with and subject to all of the provisions of this Section 13. If by the end of such six month period, the Legatee has not effectuated a transfer of such interest in a transaction which meets the requirements of this Section 13, the Company shall have the option to purchase the subject interest in the Restaurant and franchise at the fair market value thereof as determined in good faith through negotiation or, failing that, upon written demand of either party, by three appraisers, with the Company and the Legatee each selecting one appraiser and the two appraisers so chosen selecting the third appraiser, with their cost to be shared equally between Legatee and the Company.

13.5 Notwithstanding anything contained in this Agreement to the contrary, if the Franchisee decides to transfer in any manner whatsoever, any interest in or under this Agreement, or any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement, or both, the Franchisee shall give at least ten (10) business days written notice thereof to the Company before disclosing his decision to any third party (including any prospective purchaser). The Franchisee shall at no time offer (or contract) to transfer any interest in or under this Agreement (or any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement) where the transfer would in any manner be tied to the transfer of any interest or obligation other than an interest in this Agreement or the ownership, possession, use or operation of the Restaurant or the assets or business pertaining thereto. In addition, the Company shall have a first right of refusal such that before consummation of a transfer to any third party, the Franchisee shall submit a copy of all such transfer documentation (signed by the parties, but expressly by its own terms subject to the Company's right of first refusal, together with all ancillary documentation provided to the third party for evaluation of the proposed transfer) to the Company at least thirty (30) days in advance of any proposed consummation or closing date for the Company's review and comparison with the offer previously submitted to it. In the event the consideration to the Franchisee under any such offer or contract with a third party is other than cash, the Company may at its election pay the reasonable equivalent in cash of such other consideration. The Company's right of first refusal shall be unrestricted and absolute; the Company shall in all cases have thirty (30) days to consider and act on each offer or any change in terms and conditions of offer; and, in all cases, the Company shall have not less than thirty (30) days after its acceptance of such offer to consummate the transaction. Nothing contained in this Subsection 13.5 shall in any way be deemed to impair the Company's discretion in considering, approving or disapproving any request to transfer any interest under this Agreement.

13.6 The Company has the right to assign all of its rights and privileges under this Agreement to any person or business entity. If the Company assigns this Agreement, the Franchisee expressly agrees that immediately upon and following such assignment, the Company no longer will have any obligation -- directly, indirectly or contingently -- to perform or fulfill any duties or obligations imposed upon the "Company" hereunder. Instead, all such duties and obligations will be performed solely by the Company's assignee, and the Franchisee agrees never to assert otherwise.

The Franchisee agrees and affirms that the Company may undertake a refinancing, recapitalization, or other economic or financial restructuring. The Franchisee expressly waives any and all claims, demands or damages arising from or related to such activities.

SECTION 14: TRADEMARKS

14.0 The Franchisee acknowledges the sole and exclusive right of the Company (except for rights granted under existing and future franchise and license agreements) to use the Trademarks in connection with the products and services to which they are or may be applied by the Company, and represents, warrants and agrees that neither during the Term of this Agreement nor after the expiration or other termination hereof, shall the Franchisee directly or indirectly contest or aid in contesting the validity, ownership or use of the Trademarks by the Company or take any action whatsoever in derogation of the rights claimed therein by the Company.

14.1 The license granted to the Franchisee under this Agreement to use the Trademarks is non-exclusive and the Company, in its sole and absolute discretion, has the right to grant other licenses in, to and under the Trademarks in addition to those licenses already granted, both within and outside the Restaurant trading area, and to develop and license other names and marks on any such terms and conditions as the Company deems appropriate.

14.2 The Franchisee understands and expressly acknowledges and agrees that the Company has the exclusive, unrestricted right to engage directly and indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, within the Restaurant trading area and elsewhere, in (a) the production, distribution and sale of food products and beverages (including, without limitation, tacos, taco shells, sauces and fillings, and other Mexican style food products) under the Trademarks licensed hereunder or other marks; and (b) the use, in connection with such production, distribution and sale, of any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by the Company, whether or not included in Appendix 1.

14.3 Except as expressly permitted by this Agreement and the Manual, the license granted under this Agreement does not include any right or authority of any kind whatsoever to pre-package or sell pre-packaged food products or beverages under the Trademarks.

14.4 Nothing contained in this Agreement shall be construed to vest in the Franchisee any right, title or interest in or

to the Trademarks, the goodwill now or hereafter associated therewith, or any right in the design or any restaurant building, other than the rights and license expressly granted herein for the Term. Any and all use of the Trademarks as well as the goodwill associated with or identified by the Trademarks shall inure directly and exclusively to the benefit of the Company, including without limitation any goodwill resulting from operation and promotion of the Restaurant.

14.5 The Franchisee shall not use the Trademarks or refer to the Company or the System in connection with any statement or material, or do or fail to do anything else, which may, in the judgment of the Company, be in bad taste or inconsistent with the Company's public image, or tend to bring disparagement, ridicule or scorn upon the Company, the System, the products or services of the System, or the Trademarks or the goodwill associated therewith. The Franchisee, whether doing business as a proprietorship, partnership, corporation or other entity, shall not adopt, use or register (by filing a certificate or articles of incorporation, a fictitious business name statement, or otherwise) any trade or business name, style or design which includes, abbreviates, or is similar to, any of the Company's trademarks, service marks, trade names, logos, insignia, slogans, emblems, symbols, designs or other identifying characteristics.

14.6 The Company shall have the right at any time and from time to time upon notice to the Franchisee to make additions to, deletions from, and changes in the Trademarks, or any of them, all of which additions, deletions and changes shall be as effective as if they were incorporated in this Agreement. All such additions, deletions and changes shall be made in good faith, on a reasonable basis and with a view toward the overall best interest of the Taco Bell System. The Company will use commercially reasonable efforts to protect and preserve the integrity and validity of the Trademarks, including the taking of actions deemed by the Company to be appropriate in the event of any apparent infringement of the Trademarks.

14.7 The Franchisee shall notify the Company promptly of any claims or charges of trademark infringement against the Company or the Franchisee, as well as any information the Franchisee may have of any suspected infringement of the Trademarks. The Franchisee shall take no action with regard to such matters without the prior written approval of the Company, but shall cooperate fully with the Company in any such action.

14.8 The Franchisee shall adopt and use the Trademarks only in the manner expressly approved by the Company from time to time during the Term.

SECTION 15: EXPIRATION AND TERMINATION

15.0 This Agreement shall immediately terminate without notice if a petition in bankruptcy, an arrangement for the benefit of creditors, a petition for reorganization is filed by or against the Franchisee, or if the Franchisee shall make any assignment for the benefit of creditors, or if a receiver or trustee is appointed for the Restaurant;

15.1 The Company shall have the right to terminate this Agreement immediately:

- (a) in the event of any breach or default under Subsections 4.1, 5.1, 9.0, 13.2, 13.5, or 14.0;
- (b) if the Franchisee for any reason loses its right to possession of the Restaurant premises;
- (c) if the Company discovers that the Franchisee has made any material misrepresentation or omitted any material fact in the information furnished by the Franchisee in connection with the grant of this Taco Bell franchise;
- (d) if the Franchisee (or any shareholder if the Franchisee is a corporation) is convicted of any felony or any crime involving moral turpitude.

Any default or breach by Franchisee, Franchisee's Affiliates, Franchisee's Owners, or Obligors of any agreement between the Company or the Company's Affiliates and Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors will be deemed a breach and default under this Agreement, and any breach or default of this Agreement by Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors will be deemed a breach of any other agreement between the Company or the Company's Affiliates and Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors. If the nature of the default under any agreement would have permitted the Company or the Company's Affiliate to terminate this Agreement if the default had occurred under this Agreement, then the Company will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. For purposes of this Section 15, "Affiliates" means any persons or entities controlling, controlled by or under common control with another person or entity, "Owners" means any persons or entities who own or hold some interest or perform some role or function in Franchisee, and "Obligors" means Owners who are party to a relationship agreement among the Company, Franchisee and others.

If the Franchisee defaults in the performance or observance of any of its other obligations hereunder or under any other franchise agreement with the Company, and such default continues for a period of thirty (30) days after written notice to the Franchisee, the Company may at any time thereafter terminate this Agreement as well as any other such franchise agreement. A repetition within a one-year period of any default shall justify the Company in terminating this Agreement without allowance for any curative period. The foregoing provisions of this Subsection 15.1 are subject to the provisions of any statutes or regulations which may prohibit the Company from terminating this Agreement without good cause or without giving the Franchisee additional prior written notice of termination and opportunity to cure any default. In the event of any termination for failure of the Franchisee to successfully complete the Company's TACO BELL RESTAURANT operations training course pursuant to Subsection 4.1, the Company shall refund to the Franchisee the initial

franchise fee payment referred to in Subsection 7.0(a), less any expenses incurred and damages sustained by the Company in connection with its performance hereunder prior to the date of such termination.

15.2 Upon the expiration or earlier termination of this Agreement for any reason, the Franchisee shall:

(a) immediately discontinue the use of the System and Trademarks;

(b) if the Restaurant premises are owned by the Franchisee or leased from a third party, upon demand by the Company, remove the Trademarks from all buildings, signs, fixtures and furnishings, remove and dispose of all proprietary smallwares and equipment, including the production lines, in the manner specified by the Company, and alter and paint all buildings and other improvements maintained pursuant to this Agreement to a design and color which is basically different from any of the Company's authorized building designs and painting schedules.

If the Franchisee shall fail to make or cause to be made any such removal, alteration or repainting within thirty (30) days after written notice, then the Company shall have the right to enter upon the Restaurant premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal, alterations and repainting at the reasonable expense of the Franchisee, which expense the Franchisee shall pay the Company upon demand; and

(c) not thereafter use any trademark, trade name, service mark, logo, insignia, slogan, emblem, symbol, design or other identifying characteristic that is in any way associated with the Company or similar to those associated with the Company, or operate or do business under any name or in any manner that might tend to give the public the impression that the Franchisee is or was a licensee or franchisee of, or otherwise associated with, the Company.

15.3 In the event that either party initiates any legal proceeding to construe or enforce the terms, conditions and provisions of this Agreement, including its termination provisions, or to obtain damages or other relief to which either may be entitled by virtue of this Agreement, the prevailing party shall be paid its reasonable attorneys' fees and costs by the other party.

If the Franchisee refuses to comply with a notice of termination given by the Company and a court later upholds such termination of this Agreement, operation of the Restaurant by the Franchisee from and after the date of termination stated in such notice shall constitute trademark infringement by the Franchisee and the Franchisee shall be liable to the Company for damages resulting from such infringements in addition to any royalties paid or payable hereunder, including, without limitation, any profits of the Franchisee at the Restaurant level (without deduction from sales revenues for any compensation or charges payable to the Franchisee or any entity owned or controlled by the Franchisee), which profits in no event shall be calculated as less than ten percent (10%) of the Franchisee's Gross Sales. No such payment or obligation for payment shall in any way imply or be construed to imply or reflect any right of the Franchisee to operate the Restaurant after expiration or termination of this Agreement.

15.4 (a) In the event that the premises at which the Franchisee operates the Restaurant are owned by the Franchisee, then, upon termination of this Agreement, whether it is terminated by the Franchisee or by the Company, the Company shall have the option of immediately purchasing said premises from the Franchisee. If the Company elects to exercise that option, the purchase price to be paid by the Company to the Franchisee shall be the fair market value of the Restaurant land, buildings, furnishings, and equipment owned by the Franchisee. In the event that the parties are unable to agree as to such amount or any other terms of purchase within thirty (30) days following cessation of the Franchisee's operation of the licensed Restaurant at the premises, the amount or other terms of purchase as to which the parties are unable to agree shall be determined by three (3) appraisers, with each party selecting one appraiser and the two appraisers so chosen selecting the third appraiser. If appraisal occurs pursuant to this provision, following the announcement of the appraiser's decision the Company shall have thirty (30) days within which to elect whether or not to purchase the premises.

(b) In the event that the premises at which the Franchisee operates the Restaurant are leased by the Franchisee from a third party, such lease and any subsequent lease of those premises shall give the Franchisee the right to assign such lease to the Company. Upon termination of this Agreement, whether it is terminated by the Company or by the Franchisee, the Franchisee's rights and obligations under said lease shall, if the Company so elects, automatically be assigned to the Company. If the Company exercises this option, the Franchisee shall immediately vacate the premises, and the Company shall be entitled to take possession of said premises, including all fixtures and leasehold improvements. In such event the Company shall pay to Franchisee the fair market value of the interests owned by the Franchisee in the Restaurant's furnishings and equipment. Fair market value shall be determined in the same manner as set forth in the immediately preceding paragraph.

15.5 If this Agreement is terminated as a result of repudiation, default or other action by the Franchisee without material breach hereof by the Company, the Franchisee (in addition to any other remedy or right the Company may have) shall pay to the Company in lump sum as liquidated damages the greater of the amount of eleven percent (11%) times the Restaurant's Gross Sales (as defined in Subsection 7.2 above) for the twelve months immediately preceding termination of this Agreement or \$100,000.00. The parties hereby acknowledge and agree that the precise amount of the Company's actual damages in such event would be extremely difficult to ascertain and that the foregoing sum represents a reasonable estimate of such actual damages, based upon the approximate time it would take the Company to open another TACO BELL RESTAURANT in the vicinity. Such liquidated damages shall not apply if the Company exercises one of the options set forth in Subsection 15.4 above and either the Company or another Taco Bell franchisee continues operation of the Restaurant as a TACO BELL RESTAURANT following termination of this Agreement.

15.6 In the event that this Agreement is terminated prior to the end of the term set forth in Section 2 hereof as a result of condemnation proceedings or other action not within the control of the Franchisee or the Company, the Company shall use commercially reasonable efforts to assist the Franchisee in locating an alternative location for the Restaurant in the same area to be used for the balance of the Term upon the same terms and conditions as contained herein, and without the payment of any additional initial franchise fee. This provision shall not be construed to limit the Franchisee from receiving the full amount of any condemnation award or damages relating to the closing of the Restaurant.

15.7 The Franchisee acknowledges that termination and money damages alone are not an adequate remedy for any breach by the Franchisee of any provision of this Agreement, including continuing to operate the Restaurant or to use the Trademarks following expiration or termination of this Agreement, each of which operation or use shall be deemed to inflict irreparable harm upon the Company for which there may be no adequate remedy at law. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by the Franchisee, including continuing to operate the Restaurant or to use the Trademarks following expiration or termination of this Agreement (each of which the Franchisee acknowledges shall constitute trademark infringement), the Company, in addition to all other remedies, shall have the right to immediately seek, obtain and enforce temporary and permanent injunctive relief prohibiting the breach, or to compel specific performance, without the need to post any bond or for any other undertaking, including without limitation proving the inadequacy of monetary damages or that due cause existed for the termination.

SECTION 16: MISCELLANEOUS

16.0 Waiver. The waiver by the Company of any breach or default, or series of breaches or defaults, of any term, covenant or condition herein or of any same or similar term, covenant or condition in any other agreement between the Company and any franchisee or licensee, shall not be deemed a waiver of any subsequent or continuing breach or default of the same or any other term, covenant or condition contained in this Agreement, or in any other agreement between the Company and any franchisee or licensee.

16.1 Cumulative Remedies. All rights and remedies of the Company shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. The rights and remedies of the Company shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release the Franchisee from any liability or obligation then accrued or any liability or obligation continuing beyond or arising out of the expiration or earlier termination of this Agreement.

16.2 Partial Invalidity. If any part of this Agreement shall for any reason be declared invalid, unenforceable or impaired in any way, the validity of the remaining portions shall not be affected thereby and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portions which might be declared invalid; provided, however, that in the event any part hereof relating to the payment of fees to the Company, or the ownership or preservation of the Trademarks, trade secrets or secret formulae licensed or disclosed hereunder is for any reason declared invalid or unenforceable, then the Company shall have the option of terminating this Agreement upon written notice to the Franchisee.

16.3 Choice of Law. The Franchisee acknowledges that the Company will grant numerous licenses throughout the United States on terms and conditions similar to those set forth in this Agreement and that it is of mutual benefit to the Franchisee and to the Company that these terms and conditions be uniformly interpreted. This Agreement; all relations between the parties; and, any and all disputes between Franchisee and Company, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York, and if Franchisee's franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity or similar law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.

16.4 Jurisdiction and Venue. With respect to any court proceeding between the Franchisee and the Company concerning the enforcement, construction or alleged breach or termination of this Agreement, the Franchisee hereby submits to the personal jurisdiction and venue of the federal and California state courts located in Orange County, California, for all such matters, and promises not to commence against the Company any court proceeding concerning such matters in any other courts.

16.5 Notices. Any notice from the Company that is required hereunder to be given in writing, and all notices from the Franchisee to be given hereunder, shall be in writing and shall be deemed given when first tendered or received, whether in person, through United States mail or through reputable private delivery service, during normal business hours for the locale of the addressee at the appropriate address set forth below, or such other address as one party may hereafter provide to the other with not less than three (3) days' notice.

THE COMPANY: TACO BELL FRANCHISOR, LLC
 1 Glen Bell Way
 Irvine, California 92618
 Attn: General Counsel

THE FRANCHISEE: _____
 name _____
 address _____
 city state zip _____

16.6 Terms and Headings. Whenever any word is used in this Agreement in one gender, it shall also be construed as being used in the other genders, and singular usage shall include the plural and vice versa, all as the context shall reasonably require. The headings inserted in this Agreement are for reference purposes only and shall not affect the construction of this Agreement or limit the generality of any of its provisions.

16.7 Compliance with Laws. The Franchisee shall at its own cost and expense, promptly comply with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and offices thereof. Without limiting the generality of the foregoing, the Franchisee shall abide by all applicable rules and regulations of any Public Health Department having jurisdiction over the Restaurant.

16.8 Lease of Land and Building. In the event that the parties have executed a lease of land or building relating to the premises described in Subsection 1.0 (the "Lease"), such Lease is hereby incorporated in this Agreement by reference, and any failure on the part of the Franchisee (lessee therein) to perform, fulfill or observe any of the covenants, conditions or agreements contained therein shall constitute a material breach of this Agreement. It is expressly understood, acknowledged and agreed by the Franchisee that any termination of the Lease resulting in the Franchisee's loss of possession of the Restaurant shall result in immediate termination of this Agreement without further notice.

16.9 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties and supersede and cancel any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof. Nothing in the preceding sentence, however, is intended to disclaim the representations the company made in the franchise disclosure document that the company has provided to the Franchisee. THE FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS FRANCHISE AGREEMENT AS A RESULT OF ITS OWN INDEPENDENT INVESTIGATION AND AFTER CONSULTATION WITH ITS OWN ATTORNEY, AND NOT AS A RESULT OF ANY REPRESENTATIONS OF THE COMPANY, ITS AGENTS, OFFICERS OR EMPLOYEES, EXCEPT AS CONTAINED HEREIN AND IN THE COMPANY'S FRANCHISE DISCLOSURE DOCUMENT.

16.10 Amendment or Modification. Except as expressly authorized herein, no amendment or modification of this Agreement shall be binding unless executed in writing by both the Company and the Franchisee.

IN WITNESS WHEREOF, the parties personally or through their duly authorized signatories have executed this Agreement in duplicate on the day and year written below.

TACO BELL FRANCHISOR, LLC

By _____
 Its _____

Date: _____

FRANCHISEE

Name _____ Date _____

Name _____ Date _____

APPENDIX 1
TRADEMARKS

The Company has registered with the United States Patent and Trademark Office the following active trademarks:

| <u>Mark</u> | <u>Reg. No.</u> | <u>Req. Date</u> |
|---|------------------------|-------------------------|
| Taco Bell (Class 42) | 820,073 | 12/06/66 |
| Taco Bell within Tumbling Blocks (Class 42) | 856,207 | 09/03/68 |
| Taco Bell (Class 30) | 879,582 | 10/28/69 |
| Burrito Supreme (Class 29) | 1,050,189 | 10/12/76 |
| Bell Design No. 2 (Class 42) | 1,322,737 | 02/26/85 |
| Taco Bell and Bell Design No. 2 in 1984 Logo (Class 43) | 1,322,738 | 02/26/85 |
| Taco Bell in 1984 Logo Distinctive Lettering (Class 42) | 1,322,739 | 02/26/85 |
| Bell Design No. 2 in color (Class 42) | 1,330,236 | 04/09/85 |
| Soft Taco Supreme (Class 30) | 1,551,516 | 08/08/89 |
| MexiMelt (Class 30) | 1,528,496 | 03/07/89 |
| The Bell (Class 42) | 1,765,386 | 04/13/93 |
| Taco Bell (Class 30) | 1,874,786 | 01/17/95 |
| Taco Supreme (Class 30) | 1,920,011 | 09/19/95 |
| Taco Bell (Class 42) | 1,924,335 | 10/03/95 |
| Bell Design No. 6 (Class 42) | 2,006,124 | 10/08/96 |
| Double Decker (Class 30) | 2,090,212 | 08/19/97 |
| Taco Bell and Bell Design No. 6 Logo No. 2 (Class 42) | 2,105,501 | 10/14/97 |
| Taco Bell and Bell Design No. 6 Logo No. 1 (Class 29) | 2,105,502 | 10/14/97 |
| Taco Bell (Class 30) | 2,114,014 | 11/18/97 |
| Gordita Baja (Class 30) | 2,470,151 | 01/17/01 |
| Taco Bell and Design No. 7 (in color) (Class 30, 43) | 2,816,454 | 02/24/04 |
| Double Decker (Class 30) | 2,860,026 | 06/07/04 |
| Think Outside The Bun with Taco Bell and Bell Design No. 7 (Class 30, 43) | 3,020,103 | 11/29/05 |
| Think Outside The Bun (Class 30, 43) | 3,020,149 | 11/29/05 |
| Crunchwrap Supreme (Class 30) | 3,102,200 | 06/06/06 |
| Crunchwrap (Class 30) | 3,108,135 | 06/20/06 |
| Taco Bell (in color) (Class 43) | 3,501,311 | 09/16/08 |
| Taco Bell (Class 36) | 3,676,436 | 03/05/09 |
| Bell Design No. 6 (in color) (Class 43) | 3,629,938 | 06/02/09 |
| Feed the Beat (Class 35,41) | 3,735,825 | 01/12/10 |
| Bong (Sound Mark) (Class 43) | 3,736,968 | 01/12/10 |
| Taco Bell & Bell Design No. 7 (Class 9) | 4,102,936 | 02/21/12 |
| Happier Hour (Class 32) | 4,238,926 | 02/21/12 |
| GCTB (Class 9, 35) | 4,176,296 | 07/17/12 |
| Live Más (Class 43) | 4,243,633 | 11/13/12 |
| Bell Design with Mission Window (Class 43) | 4,295,975 | 02/26/13 |
| Taco Bell & Bell Design #7 with Live Más Horizontal (Class 43) | 4,382,469 | 08/13/13 |
| Loaded Grillers (Class 30) | 4,468,046 | 01/14/14 |
| \$1 Cravings Menu (Class 43) | 4,465,403 | 01/14/14 |
| Happier Hour (Class 32) | 4,651,267 | 12/09/14 |
| Bell Design No. 6 (Class 43) | 4,682,267 | 02/03/15 |
| Dollar Cravings Menu (Class 43) | 4,764,861 | 06/30/15 |
| Taco Bell (Class 29, 30, 32 & 43) | 4,780,421 | 07/28/15 |
| Taco Bell and Bell Design No. 7 (in Color) (Class 43) | 4,873,041 | 12/22/15 |
| Cantina Power Menu (Class 43) | 4,909,527 | 03/01/16 |
| Taco Bell and Bell Design #7 with LIVE MÁS Vertical (Class 43) | 4,923,059 | 03/22/16 |
| TA.CO with Mission Window Design | 4,964,550 | 05/24/16 |

| | | |
|--|-----------|------------|
| Quesalupa (Class 30) | 5,037,135 | 09/06/16 |
| Wake Up Live Más with Taco Bell & Bell Design No. 6 Version 2 (Class 43) | 5,068,972 | 10/25/16 |
| Taco Bell Explore (Class 35) | 5,073,835 | 11/01/16 |
| Live Más (with accent over "A") (Class 25) | 5,146,760 | 02/21/17 |
| Your Dream On Our Dime (Class 36) | 5,128,967 | 08/11/17 |
| Taco Bell Cantina (Logo) (Class 43) | 5,365,441 | 12/26/17 |
| Nachos BellGrande (Class 30) | 5,437,137 | 04/03/18 |
| TACO BELL & Bell Design No. 8 in color (Class 43) | 5,592,983 | 10/30/18 |
| Crunchwrap (Class 30) | 5,961,689 | 01/14/2020 |
| Steal A Base, Steal A Taco (Class 41) | 6,029,220 | 04/07/2020 |
| Taco Bell (Class 9) | 6,051,763 | 05/12/2020 |
| Triplelupa (Class 30) | 6,092,678 | 06/30/2020 |
| Whip Freeze stylized (Class 32) | 6,176,985 | 10/13/2020 |
| Cravings Pack (Class 30) | 6,245,606 | 01/12/2021 |

There are also trademarks that have been applied for by the Company but have not yet been registered. Those marks are as follows:

| Mark | Application No. | Application Date |
|---|------------------------|-------------------------|
| Taco Bell Supreme (Class 9,35) | 88486142 | 06/24/19 |
| Taco Bell Supreme Logo (Class 9,35) | 88486262 | 06/24/19 |
| Fourthmeal | 88493414 | 06/28/19 |
| Popperpeño (class 29,30) | 88601870 | 09/03/19 |
| Steak Firecracker Fries (Class 29) | 88656080 | 10/16/19 |
| Crispy Tortilla Cheese Popper (Class 29) | 88693971 | 11/15/19 |
| Live Más (Class 30,32) | 88802901 | 02/19/2020 |
| Taco Bell (Class 3, 9, 14, 16, 18, 20, 21, 25, 26 & 28) | 90000049 | 06/13/2020 |
| Taco Night (Class 29) | 90020989 | 06/25/2020 |
| Veggie Mode (Class 30) | 90022512 | 06/26/2020 |
| Go Mobile (Class 9, 29, 30 & 43) | 90144967 | 08/28/2020 |
| Cantina & Bell Design logo #8 (Class 29, 30 & 43) | 90222457 | 09/30/2020 |
| Bell Stop (Class 43) | 90257847 | 10/15/2020 |
| Taco Bell (Class 18, 21, 25, 26 & 28) | 90281307 | 10/27/2020 |

Updated 01/29/21

EXHIBIT B-1.5

KT SUCCESSOR FRANCHISE AGREEMENT

TACO BELL FRANCHISOR, LLC
KT SUCCESSOR FRANCHISE AGREEMENT

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**TACO BELL FRANCHISOR, LLC
KT SUCCESSOR FRANCHISE AGREEMENT**

THIS AGREEMENT is made date, by and between TACO BELL FRANCHISOR, LLC, a Delaware limited liability company (the "Company"), and names (the "Franchisee").

RECITALS

A. The Company is the originator of a distinctive concept for the marketing, preparation and sale of certain Mexican and other style food products (the "TACO BELL RESTAURANTS" or the "Restaurants").

B. The Company owns or controls various trademarks, service marks, trade names, trade dress, designs (including product package designs), symbols, emblems, logos, insignias, external and internal building designs and architectural features and combinations of the foregoing (collectively, the "Trademarks"), which are used by it, its franchisees and its licensees in offering, selling and distributing its products and services. Some of the Trademarks are set forth and described on Appendix 1 to this Agreement.

C. The Company has developed, owns and has adopted for its own use and the use of its franchisees and licensees a unique system of quick service restaurant operation (the "Taco Bell System" or the "System"), consisting of a variety of distinctive sign and facility designs, equipment specifications and layouts, recipes, methods of food presentation and service, business techniques, copyrighted manuals and other materials, trade secrets, know-how and technology.

D. The Company has established, and is continuing to develop and operate, a chain of quick service "Taco Bell" and "Taco Bell Express" restaurants or units which are fundamentally uniform in image and in food style and which share many fundamental menu items and methods of operation (the "Taco Bell Chain").

E. The Taco Bell Chain enjoys widespread public acceptance due in part to (1) uniform high standards for the preparation, presentation and service of Taco Bell food; (2) an essentially uniform menu, image, appearance and methods of operation in all Restaurants and units; (3) uniform use of the System and the valuable and distinctive Trademarks; and (4) the Taco Bell franchisees' and licensees' commitments to maintain and enhance the goodwill and public acceptance of Taco Bell products, services and Restaurants by strict adherence to these uniform standards as they now exist and may be revised from time to time pursuant to this Agreement.

F. The Franchisee, aware of the above, has applied for a successor franchise and desires to establish and operate a Taco Bell Restaurant, as part of a multibrand Kentucky Fried Chicken/Taco Bell restaurant, upon the terms and conditions set forth in this Agreement.

WITNESSETH

The parties hereby act and agree as follows:

SECTION 1: GRANT OF LICENSE

1.0 The Company hereby grants to the Franchisee a limited license to use the Trademarks solely in direct connection with the sale of the food, beverage and other products referred to in Subsection 3.5 from the TACO BELL RESTAURANT to be established pursuant to this Agreement at the following location:

Unit No. unit
address
city state zip
(the "Restaurant")

The grant of this limited license to use the Trademarks is further subject to the terms, conditions and limitations hereinafter set forth; including, among others, those contained in Section 14 entitled "TRADEMARKS."

1.1 Throughout the Term of this Agreement (as defined below), Franchisee shall operate the Restaurant in strict accordance with the terms of this Agreement and shall perform all other obligations of the Franchisee provided for by this Agreement.

SECTION 2: TERM

2.0 This Agreement shall continue for a term of _____ years, unless earlier terminated in accordance with Subsection 5.1 or any of the other conditions and provisions hereof (the "Term"). Upon and after expiration of the Term (a) the Franchisee shall have no expectation or right to continue, extend, renew, or otherwise replace the license granted in Section 1 of this Agreement or to continue to operate the Restaurant, and (b) the Company shall have no expectation or right to require the Franchisee to continue to operate the Restaurant.

SECTION 3: RESTAURANT SYSTEM AND PROCEDURES

3.0 To the extent deemed appropriate by the Company in its sole discretion, based on the Franchisee's experience and performance at any particular time during the Term, the Company will use commercially reasonable efforts to furnish the Franchisee with advice and assistance in managing and operating a TACO BELL RESTAURANT, including periodic visits by the Company's representatives. A Company representative will assist the Franchisee in coordinating the Restaurant pre-opening activities, and will be available to assist with Restaurant operations throughout the opening week, as reasonably needed. In addition, the Company will develop and present to the Franchisee, and the Franchisee and the Company shall carry out, an advertising program designed for the initial opening of the Restaurant.

3.1 The Franchisee shall devote his or her full time, best efforts and constant personal attention to the day to day operation of the Restaurant. In order to facilitate the devotion of such personal attention, either the Franchisee or a qualified manager of the Restaurant shall maintain his or her personal principal residence within a usual driving time of approximately one hour from the Restaurant. Unless the Company shall have given its prior advance written approval, the Franchisee shall have the Restaurant open for business during such hours as are specified by the Company in the Manual described in Subsection 3.2 below (the "Manual"). In addition, and without limiting the generality of the foregoing responsibilities, the Franchisee shall:

- (a) Operate the Restaurant in a clean, safe and orderly manner, providing courteous, first-class service to the public;
- (b) Diligently promote and make every reasonable effort to increase the business of the Restaurant;
- (c) Advertise the business of the Restaurant by the use of the Trademarks and such other insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or established from time to time by the Company and included in the Manual; and
- (d) Prevent the use of the Restaurant for any immoral or illegal purpose, or for any other purpose, business activity, use or function which is not expressly authorized hereunder or in the Manual.

3.2 The Franchisee hereby acknowledges receipt and loan of a copy of the Company's Franchise Operations Manual, and shall faithfully, completely and continuously perform, fulfill, observe and follow all instructions, requirements, standards, specifications, systems and procedures contained therein; including, those dealing with the selection, purchase, storage, preparation, packaging, service and sale (including menu content and presentation) of all food and beverage products, and the maintenance and repair of Restaurant buildings, grounds, furnishings, fixtures, and equipment, as well as those relating to employee uniforms and dress, accounting, bookkeeping, record retention and other business systems, procedures and operations. By this reference, the Company's Franchise Operations Manual, as presently constituted and as it may hereafter be amended and supplemented by the Company from time to time (the "Manual") is incorporated in and made part of this Agreement. The Franchisee acknowledges that the materials contained in the Manual are integral, necessary and material elements of the System.

3.3 The Company shall have the right at any time and from time to time, in the good faith exercise of its reasonable business judgment, consistent with the overall best interests of TACO BELL RESTAURANTS generally, to revise, amend, delete from and add to the System and the material contained in the Manual. The Franchisee shall promptly comply with all such revisions, amendments, deletions and additions.

3.4 The Franchisee understands, acknowledges and agrees that strict conformity with the System, including the standards, specifications, systems, procedures, requirements and instructions contained in this Agreement and in the Manual, is vitally important to the success not only of the Company, but to the collective success of all Taco Bell franchisees, including the Franchisee, by reason of the benefits all franchisees and the Company will derive from chain uniformity in food products, identity, quality, appearance, facilities and service among all TACO BELL RESTAURANTS. Any failure to adhere to the standards, specifications, requirements or instructions contained in this Agreement or in the Manual shall constitute a material breach of this Agreement.

3.5 The Franchisee shall offer for sale only from the Restaurant premises and at all times when the Restaurant is open for business all and only the food, beverages and other products expressly described in the Manual, unless the Franchisee shall have received the Company's prior written consent to any exception. No food, beverage or other products shall be offered or sold at or from the Restaurant under or in connection with any trademark or service mark other than the Trademarks without the prior written authorization of the Company in each case.

3.6 The Franchisee further understands, acknowledges and agrees that the Company is the owner of all rights in and to the System, including the information and materials described or contained in the Manual, and that the System, including such information and materials, constitutes trade secrets of the Company which are revealed to the Franchisee in confidence, and that no right is given to or acquired by the Franchisee to disclose, duplicate, license, sell or reveal any portion thereof to any person, other than an employee of the Franchisee required by his work to be familiar with relevant portions thereof. The Franchisee hereby represents, warrants and promises to keep and respect such confidences extended by the Company to the Franchisee, to obtain from each of its Restaurant managers an agreement to keep and respect such confidences, and to be responsible for compliance by said employees with such agreements.

3.7 The Manual and all such other materials furnished to the Franchisee hereunder are and shall remain the property of the Company and shall be returned by the Franchisee to the Company immediately upon the expiration or earlier termination of this Agreement for any reason.

3.8 During the term of this Agreement, the Franchisee shall not, without the prior express written consent of the Company, directly or indirectly, perform any services for, engage in or acquire any financial, beneficial or equity interest in, any business similar to that of the Restaurant. In the event this Agreement is terminated by the Company for breach by the Franchisee, the same restrictions shall apply for a period of one year following such termination, but only with respect to similar businesses operated within a ten mile radius of the Restaurant. For purposes of this subsection, a "similar business" is a restaurant business which prepares or sells Mexican style food products. Notwithstanding the foregoing, the Franchisee and his family, collectively, may own up to ten percent (10%) of the stock of a publicly traded company engaged in a similar business. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this subsection determines that it would be invalid or unenforceable as written, then in such event the provisions hereof shall be deemed modified to the extent necessary to be valid and enforceable.

SECTION 4: TRAINING

4.0 The Company shall make available to the Franchisee and one Restaurant manager, the Company's TACO BELL RESTAURANT operations training course.

4.1 Before the Restaurant shall open for business, one person from the Franchisee's organization who is designated to be the initial manager of the Restaurant shall either: (a) attend, for such period of time as the Company shall deem reasonably necessary, and complete the Company's training course to the reasonable satisfaction of the Company, or (b) otherwise be approved by the Company to manage the Restaurant. In the event this Agreement is the first franchise agreement between the Company and the Franchisee, then before the Restaurant shall open for business, the Franchisee shall also attend, for such period of time as the Company shall deem reasonably necessary, and complete the Company's training course to the reasonable satisfaction of the Company. If the Franchisee fails to successfully complete the Company's training course, then at the option of the Company this Agreement may be terminated.

4.2 The Franchisee and at least one Restaurant manager shall, from time to time as reasonably required by the Company, personally attend and complete a Company-provided refresher course in TACO BELL RESTAURANT operations.

4.3 The Franchisee shall be responsible for the compliance of Restaurant operations with the standards, methods, techniques and material taught at the Company's operations training course, and shall cause the Restaurant employees to be trained in such standards, methods and techniques as are relevant to the performance of their respective duties.

4.4 Attendance of the Franchisee and one manager of the Restaurant shall be tuition-free at all training courses, but at the Franchisee's sole cost and expense, including, without limitation, the cost of travel, lodging, meals and other related and incidental expenses.

SECTION 5: RESTAURANT MAINTENANCE

5.0 The Franchisee shall, at the Franchisee's sole cost and expense, maintain and repair the Restaurant, related equipment, signage, improvements, landscaping and the Restaurant premises in conformity with the standards, specifications and requirements of the System, as the same may be designated by the Company from time to time, and as appropriate replace any or all of such items (other than the Restaurant building or premises). The Franchisee shall replace equipment as necessary or desirable at the Franchisee's cost and expense and obtain at his cost and expense any new or additional equipment as may be reasonably required by the Company for new products, procedures, administration, marketing or communication. Except as may be expressly provided in the Manual, no alterations or improvements, or changes of any kind in design, equipment or decor shall be made in, on or about the Restaurant or Restaurant premises without the prior written approval of the Company in each instance. The Franchisee shall at the Franchisee's sole cost and expense, replace as necessary such equipment, signage, improvements and landscaping in conformity with such standards, specifications and requirements of the System.

5.1 As a condition of continuing this Agreement after the [tenth anniversary of the Date of Grant, the Franchisee shall, between the tenth and eleventh anniversaries of the Date of Grant] [thirteenth anniversary of the Date of Grant, the Franchisee shall, between the twelfth and the thirteenth anniversaries of the Date of Grant], upgrade the Restaurant in accordance with the Manual ("Mid-Term Upgrade"). The scope of the Mid-Term Upgrade shall be defined in the Manual and generally shall include an interior refresh (including paint, counters, seats, settees, chairs, tables, soffits, and lighting), an exterior refresh (including paint and the addition of,

~~modification to, or incorporation of any new critical design elements), and a signage upgrade. The Franchisee must obtain the Company's prior written approval of the exact scope of the Mid-Term Upgrade pursuant to the procedures stated in the Manual. In the event the Franchisee fails to obtain the Company's prior written approval or complete timely the Mid-Term upgrade pursuant to this section, Franchisor may terminate this Agreement pursuant to Section 15.~~

5.2 In order to assure the continued success of the Restaurant, the Franchisee shall, from time to time as reasonably required by the Company (taking into consideration the cost and then remaining term of this Agreement), modernize or modify the image of the Restaurant building, premises and equipment to the Company's then current, reasonable standards and specifications. The Franchisee's obligations under this subsection are in addition to, and shall not relieve the Franchisee from, any of its other obligations under this Agreement, including those contained in the Manual. However, no such modernization or re-imaging shall be required by the Company unless and until the Company has at that time committed to implement such standards and specifications within the then current or following calendar year in at least twenty-five percent (25%) of those TACO BELL RESTAURANTS then operated by the Company within the United States.

5.3 If the Franchisee is or becomes a lessee of the Restaurant premises, the Franchisee shall provide the Company with a true and correct, complete copy of any such lease, and shall have included therein provisions, in form satisfactory to the Company, expressly permitting both the Franchisee and the Company reasonable opportunity to take all actions and make all alterations referred to under Subsection 15.2(b). Any such lease shall also require the lessor thereunder to give the Company reasonable notice of any contemplated termination and a reasonable time in which to take and make the above actions and alterations and provide that the Franchisee has the unrestricted right to assign such lease to the Company.

SECTION 6: ADVERTISING AND PUBLICITY

6.0 The Company shall develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all TACO BELL RESTAURANTS. It is expressly understood, acknowledged and agreed that in all phases of such advertising and promotion, including, without limitation, type, quantity, timing, placement and choice of media, market areas and advertising agencies, the decisions of the Company made in good faith shall be final and binding. The Franchisee shall have the right to participate actively in all such advertising and sales promotion programs, but only in full and complete accordance with such terms and conditions as may be established by the Company for each such program.

6.1 (a) The Company will establish and maintain a fund (the "Marketing Fund") separate from any Company accounts. The Company will deposit into the Marketing Fund all marketing fees received from the Franchisee pursuant to Subsection 7.0(c) below and an amount equal to four and one-quarter percent (4.25%) of the Gross Sales (as defined below) from Company operations of TACO BELL RESTAURANTS in the United States (except Hawaii). The Company will provide an accounting of the Marketing Fund to the Taco Bell franchise advisory council ("FRANMAC") pursuant to the Marketing Fund Policy.

(b) The Company has and will in consultation with FRANMAC develop, publish and modify from time to time as necessary a Marketing Fund Policy, which shall be part of the Manual and will set forth procedures and guidelines for disbursements and expenditures from the Marketing Fund. All monies in the Marketing Fund, including any interest or other income earned from the investment of such monies must be spent and disbursed only in accordance with this Agreement and the Marketing Fund Policy. The Franchisee hereby agrees that the Company can shift into the Marketing Fund any excess funds remaining in funds, sub-funds, or other accounts established or maintained in connection with prior forms of franchise agreement or marketing fund policies, including fees or monies that Franchisee paid, or that were collected from Franchisee, in connection with prior franchise agreements between the Franchisee and the Company.

(c) The Company shall use the Marketing Fund in its good faith determination to disseminate, improve and support the public awareness and image of the Taco Bell brand, the Taco Bell System and its goods and services available to the public, to increase System-wide sales, to purchase advertising, to pay for the development, support, and dissemination of other marketing and media programs on a regional or national basis (including but not limited to promotions, public relations, event marketing, research and clearance of programs, talent and residuals), to pay for the creation and production of advertising, and as otherwise permitted by the Marketing Fund Policy; provided, however, in any given calendar year not more than one-quarter of the aggregate of all marketing fees contributed to the Marketing Fund from franchise and Company Restaurants in the United States (except Hawaii) shall be spent on the production and creation of advertising.

6.2 The Company may temporarily invest any or all of the monies held in the Marketing Fund from time to time at the sole discretion of the Company in accordance with the Marketing Fund Policy. All interest or other income received from such investments may be used by the Company to pay for the expenses of administering the Marketing Fund. Any such amounts not used for this purpose shall be designated Marketing Funds and disbursed according to the Marketing Fund Policy.

6.3 All advertising copy and other materials shall be in strict accordance and conformity with the standards, formats and specimens contained in the Manual. In the event the Franchisee wishes to depart from the materials contained in the Manual, the Franchisee shall submit, in each instance, the proposed advertising copy and materials to the Company for approval in advance of publication, and shall use only such advertising copy and materials as have been approved in writing by the Company. In no event shall the Franchisee's advertising contain any statement or material which may be considered (a) in bad taste or offensive to the public or to any group of persons, or (b) defamatory of any person or an attack on any competitor.

6.4 In order to maintain the high reputation of the Taco Bell System and for the benefit of all of its operators, the Franchisee shall report immediately by telephone to the Company the occurrence of any incident at or concerning the Restaurant or the business conducted there which is or is likely to become the subject of publicity through the news media or otherwise. The Franchisee hereby acknowledges that the Company alone is authorized to speak or make statements, public or private, on behalf of the Taco Bell brand or the Taco Bell System, and the Franchisee shall in every instance consult and coordinate with the Company in advance of communicating with the media or of creating publicity for the brand or System outside the normal course of business.

SECTION 7: FEES

7.0 As partial consideration for the rights granted hereunder, the Franchisee shall pay the Company throughout the Term:

(a) A successor franchise fee equal to _____ Dollars (\$_____), due upon execution hereof. The Franchisee acknowledges that the granting of this franchise is the only consideration for the payment of this successor franchise fee. ~~The Franchisee shall spend five thousand dollars (\$5,000.00) within six (6) months of opening the Restaurant in advertising and promoting the opening of the Restaurant in accordance with the Company's opening procedures for franchised restaurants. Upon receipt of paid invoices or other proofs of expenditure, the Company will reimburse the Franchisee for the grand opening expenses in an amount not to exceed \$5,000.00. Any and all such paid invoices or other proofs of expenditure must be submitted to the Company within nine (9) months from the opening date of the Restaurant;~~

(b) A franchise fee for each of the Company's four-week accounting periods (or five-week accounting periods, as determined from time to time by the Company, each whether four or five weeks an "accounting period") equal to five and one-half percent (5.5%) of Gross Sales (as defined below); and

(c) A marketing fee for each of the accounting periods equal to four and one-quarter percent (4.25%) of Gross Sales (as defined below).

(d) Notwithstanding the foregoing, if a federal, state or local law in which the Restaurant is located prohibits or restricts in any way the Franchisee's ability to pay and/or the Company's ability to collect that portion of the period franchise fee (identified in "(b)" above) or period marketing fee (identified in "(c)" above) related to Gross Sales deriving from the sale of alcoholic beverages at the Restaurant (an "Alcohol Restriction Law"), then the Franchisee instead will be required to pay as the period franchise fee and period marketing fee whatever increased percentages of the Restaurant's non-alcoholic beverage Gross Sales (that is, total period Gross Sales minus the amount of Gross Sales derived from the Franchisee's sale of alcoholic beverages) as will result in the Franchisee's paying the period franchise fee and period marketing fee which would otherwise pertain if Franchisee were not subject to an Alcohol Restriction Law.

7.1 Due Dates. Until notified otherwise by the Company, the periodic fees required pursuant to Subsection 7.0 shall be paid by check mailed and postmarked on or before the fifth (5th) business day immediately following the four (or five) week accounting period (as designated by the Company) in which such sales were made. When so notified by the Company, the periodic fees required pursuant to Subsection 7.0 shall be paid by electronic funds transfer received on or before the fifth (5th) business day immediately following the last day of the pertinent accounting period (as designated by the Company) in which such sales were made. Any payment which is not paid when due shall incur the then-customary administrative charge and shall bear interest from and after the due date at the rate of (i) eighteen percent (18%) per annum or (ii) the highest rate permitted by law, whichever is less.

7.2 Definition. The term "Gross Sales" as used in this Agreement shall mean the total of all cash or other payments received for the sale of food, beverages and other tangible property of every kind sold at, in, upon, or from the Restaurant, and all amounts which shall be received as compensation for any services rendered therefrom, excluding only sales taxes, employee meals, overrings and refunds to customers.

7.3 Taxes. All fees paid by the Franchisee to the Company pursuant to this Agreement shall be paid to the Company net of any and all withholding, excise, gross receipts, sales, use and other similar taxes (other than state or federal corporate income tax of the Company), so that, for example, in the event any governmental entity would impose a tax of 5% on royalties paid by the Franchisee hereunder, then the Franchisee would pay to the Company 5.79% of the Restaurant's Gross Sales as the franchise fee instead of the 5.5% of Gross Sales payable without any such tax.

SECTION 8: RECORD KEEPING

8.0 From time to time, the Company may provide the Franchisee with a TACO BELL RESTAURANT record keeping system and forms, and the Franchisee shall employ such system, without modification, in connection with the business of the Restaurant.

8.1 The Franchisee shall complete and submit to the Company on a regular, continuous basis:

- period;
- period; and
- (a) Weekly Restaurant Reports, on or before the fifth business day after each week in each accounting period;
 - (b) Period Restaurant Reports, on or before the fifth business day after expiration of each accounting period;
 - (c) Annual Restaurant Reports, on or before 90 days following the end of each calendar year or the end of

the Franchisee's fiscal year, whichever is pertinent.

8.2 The Annual Restaurant Reports referred to above shall include a balance sheet dated as of the end of the pertinent year and a profit and loss statement for such year, together with such additional financial information as the Company may reasonably request, all prepared in accordance with generally accepted accounting principles. Such balance sheet and profit and loss statement must be reviewed by an independent certified public accountant and be in accordance with Statements on Standards for Accounting and Review Services and must contain a signed opinion by such accountant to that effect. If the Franchisee fails to provide the Company with any such financial statement, the Company shall have the right to have an independent audit made of the Franchisee's books and records, and the Franchisee shall promptly reimburse the Company for the cost thereof.

8.3 Each of the Reports referred to in this section shall be completed by the Franchisee or the Franchisee's accountant in the respective specimen forms, and in accordance with the instructions, contained in the Manual. Time is of the essence with respect to completion and submission of each such Report. Franchisee hereby consents to the Company's release of information regarding the Restaurant's sales to associations of franchisees, to consultants of the Company, to advertising agencies and to other parties considered appropriate by the Company.

8.4 If the Franchisee is a corporation, it shall maintain an accurate stock register. In the event that the beneficial ownership of the Franchisee's stock differs in any respect from record ownership, the Franchisee shall also maintain a list of the names, addresses and interests of all beneficial owners of its stock. The Franchisee shall produce its stock register and any list of beneficial owners, certified by the corporation's secretary to be correct, at the Restaurant at any reasonable time and from time to time after ten days' prior written request by the Company. Company representatives shall have the right to examine the stock register and any list of beneficial owners and to reproduce all or any part thereof. In addition, all record and beneficial stock holders of the Franchisee shall jointly and severally guaranty the full and faithful performance of all agreements, duties and obligations required to be performed, fulfilled or observed by the Franchisee under this Agreement.

8.5 Without limiting the generality of Subsection 9.0, below, Company representatives shall have the right at all times during normal business hours to confer with Restaurant employees and customers, and to inspect the Franchisee's books, records and tax returns, or such portions thereof as pertain to the operation of the Restaurant business. All such books, records and tax returns shall be kept and maintained at the Restaurant premises or such other place as may be agreed to from time to time in writing by the parties. If any such inspection reveals that the Gross Sales reported in any report or statement are less than the actual Gross Sales ascertained by such inspection, then the Franchisee shall immediately pay the Company the additional amount of fees owing by reason of the understatement of Gross Sales previously reported, together with interest and administrative charges as provided in Subsection 7.1. In the event that any report or statement understates Gross Sales by more than two percent (2%) of the actual Gross Sales ascertained by the Company's inspection, the Franchisee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse the Company for any and all expenses incurred in connection with its inspection, including, but not limited to, reasonable accounting and legal fees. Such payments shall be without prejudice to any other rights or remedies the Company may have under this Agreement or otherwise.

SECTION 9: RESTAURANT INSPECTION

9.0 The Company shall have the right at any time and from time to time without notice to have its representatives enter the Restaurant premises for the purpose of inspecting the condition thereof and the operation of the Restaurant for compliance with the standards, specifications, requirements and instructions contained in this Agreement and in the Manual, and for any other reasonable purpose connected with the operation of the Restaurant.

SECTION 10: RELATIONSHIP OF PARTIES AND INDEMNIFICATION

10.0 The Franchisee is not, and shall not represent or hold itself out as, an agent, legal representative, joint venturer, partner, employee or servant of the Company for any purpose whatsoever and, where permitted by law to do so, shall file a business certificate to such effect with the proper recording authorities. The Franchisee is an independent contractor and is not authorized to make any contract, agreement, commitment, warranty or representation on behalf of the Company, or to create any obligation express or implied on behalf of the Company. The Franchisee agrees that the Company is not, and the Franchisee hereby covenants not to claim that the Company is, in any way a "fiduciary" as regards the Franchisee. The Franchisee shall not use the name TACO BELL or any similar words as part of or in association with any trade name or name of any business entity directly or indirectly associated with the Franchisee.

10.1 Franchisee agrees that it will, at its sole cost, at all times indemnify, defend and hold harmless the Company; any of the Company's parents, affiliates, subsidiaries, successors, assigns and designees; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of each of the foregoing (the Company and all others referenced above being the "Company Parties"), to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, is related in any way to any element of the Franchisee's establishment, design, construction, conversion, opening, remodeling, renovation and/or operation of the Restaurant and/or Franchisee's franchised business, including (without limitation) (i) any personal injury, death, or property damage suffered by any customer, visitor, operator, vendor, contractor, subcontractor, employee or guest of the Restaurant and/or Franchisee's franchised business and (ii) all acts, errors, neglects or omissions of Franchisee or Franchisee's franchised business and/or any of its or

their owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives (or any third party acting on Franchisee's behalf or direction) related to the operation of the restaurant; the preparation, offer and sale of food and beverage items thereat; and, all liabilities directly or indirectly arising from or related to any sale at or from the restaurant of beer, wine and/or other alcoholic beverages (including "dram shop" liabilities). As used above, the phrase "claims, losses, liabilities and costs" includes all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory, or punitive damages or liabilities; costs of investigation; court costs and expenses; actual attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to the Company's reputation and goodwill; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by the Company Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. Franchisee agrees to give the Company written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Company Party within three days of Franchisee's actual or constructive knowledge of it. At Franchisee's sole expense and risk, The Company may elect to assume the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. The Company's undertaking of defense and/or settlement will in no way diminish Franchisee's indemnification obligations hereunder.

Franchisee agrees that any failure by the Company Parties to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by the Company Parties from Franchisee. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

10.2 Franchisee hereby irrevocably affirms, attests and covenants its understanding that Franchisee's employees are employed exclusively by Franchisee and in no fashion is any such employee either employed, jointly employed or co-employed by the Company. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of the Franchisee and never under the direct or indirect control of the Company in any fashion whatsoever. The Company and Franchisee hereby agree that, with respect to the employees working at or in the Restaurant, Franchisee alone has the right and obligation, and the Company has absolutely no right or obligation, to:

- (a) hire the employees;
- (b) determine the employees' compensation and other benefits;
- (c) establish the employees' schedules;
- (d) pay all salaries, benefits, and employee-related liabilities, e.g., workers' compensation; payroll taxes;
- (e) discipline or terminate the employees;
- (f) determine the number of employees working at the Restaurant (subject to any minimum staffing guidelines the Company may publish for the purpose of ensuring Franchisee has the capability at all times to satisfy the Company's food safety and product quality standards);
- (g) train the employees as it sees fit (subject to the use of the Company's training materials, developed to ensure customers receive a consistent brand experience, and full compliance with the Company's food safety and product quality standards).

Finally, should it ever be asserted that the Company is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist the Company in defending said allegation, including (if necessary) appearing at any venue requested by the Company to testify on the Company's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that the Company is the employer, joint employer or co-employer of any of Franchisee's employees). To the extent the Company is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by the Company, it will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

SECTION 11: INSURANCE

11.0 The Franchisee shall procure before the commencement of Restaurant operations and maintain in full force and effect during the entire term of this Agreement, at its sole cost and expense, an insurance policy or policies protecting the Franchisee and the Company against any and all loss, liability or occurrence, arising out of or in connection with the condition, operation, use or occupancy of the Restaurant or Restaurant premises. The Company shall be named as an additional insured in all such policies, workers' compensation excepted. Such policy or policies shall be written by an insurance company or companies satisfactory to the Company and with a minimum Best's Rating of A- or other such comparable rating and shall include coverage in at least the following types and amounts:

KIND OF INSURANCE
Workers' Compensation

MINIMUM LIMITS OF LIABILITY
Statutory

| | |
|------------------------------|--|
| Employers' Liability | \$2,000,000 per occurrence |
| Commercial General Liability | \$2,000,000 per occurrence |
| Products Liability | \$5,000,000 annual aggregate per occurrence included in Commercial General Liability, |
| Liquor Liability Insurance | separate annual aggregate of \$5,000,000 \$3,000,000 annual aggregate per common cause and as further set out below |

The insurance afforded by the policy or policies shall be primary with respect to insurance maintained by the Company and shall not be limited in any way by reason of any insurance which may be maintained by the Company. Subject to the express prior written approval of the Company (which the Company may withhold in its good faith discretion), that such program would not put the Company at any greater risk or exposure than would coverage from insurers described above, and to the Franchisee's full compliance with all pertinent laws and regulations, the Franchisee may satisfy its obligations with respect to Workers' Compensation coverage through a self-insurance program. Franchisee is only required to maintain Liquor Liability Insurance if serving alcoholic beverages at the Restaurant. Franchisee is required to maintain such Liquor Liability Insurance with limits of not less than the equivalent of \$3,000,000.00 each common cause and \$3,000,000.00 annual aggregate covering bodily injury and property damage if liability for either bodily injury or property damage is imposed by reason of the selling, serving or furnishing of any alcoholic beverage by Franchisee.

11.1 Within thirty (30) days after the execution of this Agreement, but in no event later than one week before the Restaurant opens for business, Certificates of Insurance showing compliance with the requirements of Subsection 11.0 shall be furnished by the Franchisee to the Company for approval. Such certificates shall state that the policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to the Company. Maintenance of such insurance and the performance by the Franchisee of its obligations under this Section 11 shall not relieve the Franchisee of liability under the indemnity provisions of this Agreement or limit such liability.

11.2 The Franchisee shall maintain an all-risk property insurance (fire) policy on the Restaurant buildings and other improvements, equipment, furnishings, fixtures, signage and any additions. The policy shall be written on the basis of replacement cost of the property and shall include a minimum of six months' coverage for business interruption. Such policy or policies shall be written by an insurance company with a minimum Best's Rating of A- or other such comparable rating.

11.3 Should the Franchisee, for any reason, not timely procure and maintain the insurance coverage required by this section, then the Company shall have the right and authority to immediately procure such insurance coverage as part of or separate from its own policies, in its sole discretion, and to charge the cost thereof to the Franchisee, which charges shall be paid immediately upon notice and shall be subject to charges for late payments in the manner set forth in Subsection 7.1.

11.4 The Franchisee's insurance shall be endorsed to add the Company and each of its parents, subsidiaries, affiliates, officers, shareholders, members, directors, and employees as additional insureds.

SECTION 12: DEBTS AND TAXES

12.0 The Franchisee shall pay promptly when due all obligations incurred directly or indirectly in connection with the Restaurant and its operation, including, without limitation, all taxes and assessments that may be assessed against the Restaurant land, building and other improvements, equipment, fixtures, signs, furnishings and other property, and all liens and encumbrances of every kind and character created or placed upon or against any of said property (subject, however, to any conflicting provisions of any arms length, bona fide lease or leases of any of the foregoing property), and all accounts and other indebtedness of every kind and character incurred by or on behalf of the Franchisee in the conduct of the Restaurant business.

SECTION 13: SALE AND ASSIGNMENT

13.0 The Franchisee's rights and interests under this Agreement and any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement shall not be subject to sale, assignment, transfer or encumbrance, including the granting of any lien or security interest (all of which are hereinafter included within the term "transfer") in whole or in part in any manner whatsoever without the prior express written consent of the Company. The Company will not, however, unreasonably withhold its consent to any proposed sale or assignment. In considering a request for transfer, the Company will consider, among other things, the qualifications, apparent ability and credit standing of the proposed transferee as if the same were a prospective, direct franchisee of the Company. In addition, the Company shall require as a condition precedent to the granting of its consent with respect to any transfer that:

(a) there shall be no existing default in the performance or observance of any of the Franchisee's obligations under this Agreement or any other agreement with the Company and the Restaurant shall be in condition and appearance satisfactory to the Company and in accordance with its standards at that time;

(b) the Franchisee shall have settled all outstanding accounts with the Company and its affiliates and executed a Release in a form satisfactory to the Company;

(c) the Franchisee shall have paid the Company its then current transfer fee applicable to the type of transfer proposed. The amount of the transfer fee will be set by the Company from time to time and will be limited to the Company's good faith estimate of its costs and expenses expected to be incurred in connection with investigating the qualifications of the proposed transferee, training the proposed transferee and the direct administrative costs of reviewing and effecting the transfer;

(d) unless already a Taco Bell franchisee, the proposed transferee shall have personally attended and satisfactorily completed the Company's tuition-free training program; and

(e) the proposed transferee shall have executed the Company's then current form of Franchise Agreement for a term equal to the remaining term of this Agreement but requiring no initial franchise fee and requiring no greater periodic franchise fee than the applicable fee set forth in Subsection 7.0(b) above,

except that the items described in clauses (c) and (d) above shall not be required with respect to a proposed transferee that is only to receive the benefits of a lien or security interest or borrowed money. Neither this Agreement nor any of the rights or interests conferred on the Franchisee hereunder shall be retained by the Franchisee as security for the payment of any obligation that may arise by reason of any such transfer.

13.1 It is acknowledged and agreed that a material part of the consideration for the Company's entering into this Agreement is the personal confidence reposed in the Franchisee, and no person shall succeed to any of the rights of the Franchisee under this Agreement by virtue of any voluntary or involuntary proceeding in foreclosure, bankruptcy, receivership, attachment, execution, assignment for the benefit of creditors or other legal process.

13.2 Except as expressly provided for herein, any attempt by the Franchisee to transfer any of its rights or interests under this Agreement shall constitute a material breach of this Agreement and the Company shall have the right to terminate this Agreement. The Company shall not be bound by any attempted sale, assignment, transfer, conveyance or encumbrance in any manner whatsoever, by law or otherwise, of any of the Franchisee's rights or interests under this Agreement.

13.3 If the Franchisee desires to conduct business in a corporate capacity, the Company will consent to the assignment of this Agreement to a corporation approved by the Company, provided that the Franchisee complies with the provisions hereinafter specified and any other condition which the Company may require, including restrictions on the number, identity and legal status of stockholders of the assignee corporation. Such assignee corporation shall be closely held and shall not engage in any business activity other than that directly related to the operation of TACO BELL RESTAURANTS franchised by the Company.

If the Franchisee's rights are assigned to a corporation, the individual Franchisee named herein or otherwise expressly designated in writing by the Company shall at all times be the legal and beneficial owner of at least 51% of the stock of the assignee corporation, and shall act as such corporation's principal officer; provided, however, subject to the express prior written consent of the Company, such stock may be held in trust by a trustee under a trust indenture, with each trustee and beneficiary of such trust personally guaranteeing all of the obligations of the Franchisee hereunder. Any issuance or transfer of stock in such corporation shall be treated for the purposes of this Agreement as a transfer of the Franchisee's rights under this Agreement requiring the Company's consent as provided herein. The Franchisee must prior to any issuance or transfer of any stock furnish the Company with a written notice containing the details of such proposed issuance or transfer in advance thereof. The Articles of Incorporation and the By-Laws of the assignee corporation shall reflect that the issuance and transfer of shares of stock are restricted, and all stock certificates shall bear the following legend, which shall be printed legibly and conspicuously on the face of each stock certificate:

"The transfer of this stock is subject to the terms and conditions of a franchise agreement with Taco Bell Franchisor, LLC and certain restrictions set forth in the charter and bylaws of this corporation, and no such transfer shall be valid unless Taco Bell Franchisor, LLC has consented thereto."

The Franchisee acknowledges that the purpose of the aforesaid restriction is to protect the Company's trademarks, service marks, trade secrets and operating procedures as well as the Company's general, high reputation and image, and is for the mutual benefit of the Company, the Franchisee and other franchisees of the Company. The Company shall not unreasonably restrict the issuance or transfer of shares of stock, provided that in no event shall any share of stock of such assignee corporation be sold, transferred or assigned to a business competitor of the Company.

13.4 The Franchisee shall at all times throughout the term of this Agreement have on file with the Company the name of a designated successor agent, approved by the Company, and authorized by the Franchisee to make, subject to and immediately upon the death or legal incapacity of the Franchisee (or if the Franchisee is not an individual, its designated agent), all operating decisions with respect to the Restaurant business (including but not limited to hiring and severance of employment, voting in the Local Association, purchasing, maintenance, etc.). Not less often than once each calendar year, the Franchisee shall confirm or change in writing such designated successor agent.

In the event of the death or legal incapacity of the Franchisee or, where the Franchisee is a corporation, any person owning the legal or beneficial interest in 10% or more of the outstanding stock of the Franchisee, the rights and obligations of the Franchisee or of such stockholder hereunder shall inure to the benefit of such of the executors, administrators, heirs, conservators or legatees of the Franchisee or such stockholder (collectively the "Legatee") as shall (i) elect, in a written notice received by the Company within one hundred twenty (120) days after the date of death, or the judicial determination of legal incapacity, to perform all of the duties and obligations required to

be performed, fulfilled and observed by the Franchisee under this Agreement and (ii) be determined by the Company, in its good faith discretion, to be able to perform such duties and obligations. In the event the Company determines that the Legatee is not capable of performing all of the duties and obligations required to be performed by the Franchisee under this Agreement, the Legatee shall use best efforts within the six (6) months from the date of written notice from the Company to sell the subject interest hereunder to a bona fide purchaser in accordance with and subject to all of the provisions of this Section 13. If by the end of such six month period, the Legatee has not effectuated a transfer of such interest in a transaction which meets the requirements of this Section 13, the Company shall have the option to purchase the subject interest in the Restaurant and franchise at the fair market value thereof as determined in good faith through negotiation or, failing that, upon written demand of either party, by three appraisers, with the Company and the Legatee each selecting one appraiser and the two appraisers so chosen selecting the third appraiser, with their cost to be shared equally between Legatee and the Company.

13.5 Notwithstanding anything contained in this Agreement to the contrary, if the Franchisee decides to transfer in any manner whatsoever, any interest in or under this Agreement, or any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement, or both, the Franchisee shall give at least ten (10) business days written notice thereof to the Company before disclosing his decision to any third party (including any prospective purchaser). The Franchisee shall at no time offer (or contract) to transfer any interest in or under this Agreement (or any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement) where the transfer would in any manner be tied to the transfer of any interest or obligation other than an interest in this Agreement or the ownership, possession, use or operation of the Restaurant or the assets or business pertaining thereto. In addition, the Company shall have a full and partial first right of refusal with respect to any proposed transfer to any third party involving the Restaurant (a "Proposed Transfer") such that before consummation of a Proposed Transfer, the Franchisee shall submit a copy of all such transfer documentation (signed by the parties, but expressly by its own terms subject to the Company's right of first refusal with respect to the Restaurant and/or one or all other Taco Bell and KT restaurants included in the Proposed Transfer, together with all ancillary documentation provided to the third party for evaluation of the Proposed Transfer) to the Company at least thirty (30) days in advance of any proposed consummation or closing date for the Company's review and comparison with the offer previously submitted to it. The Company's full or partial right of first refusal shall be unrestricted and absolute; the Company shall in all cases have thirty (30) days to consider and act on each offer or any change in terms and conditions of offer; and, in all cases, the Company shall have not less than thirty (30) days after its acceptance of such offer to consummate the transaction. If the Company opts to exercise its full first right of refusal with respect to the Restaurant and all other Taco Bell and KT restaurants included in the Proposed Transfer, it will do so on the same terms and conditions specified in the transfer documentation signed by the Franchisee and the proposed third party transferee. If, on the other hand, the Company opts to exercise its partial first right of refusal with respect to only the Restaurant and either no, or one or more but not all, other Taco Bell and/or KT restaurants included in the Proposed Transfer (with each restaurant for which the Company exercises its partial first right of refusal referred to hereafter as an "Included Restaurant"), the amount the Company will pay for each such Included Restaurant will be determined by the proportion of Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA) of the Included Restaurant relative to the total EBITDA of all restaurants included in the Proposed Transfer, multiplied by the total price of the Proposed Transfer. In the event the consideration to the Franchisee under any such offer or contract with a third party is other than cash, the Company may at its election pay the reasonable equivalent in cash of such other consideration. Nothing contained in this Subsection 13.5 shall in any way be deemed to impair the Company's discretion in considering, approving or disapproving any request to transfer any interest under this Agreement.

13.6 The Company has the right to assign all of its rights and privileges under this Agreement to any person or business entity. If the Company assigns this Agreement, the Franchisee expressly agrees that immediately upon and following such assignment, the Company no longer will have any obligation -- directly, indirectly or contingently -- to perform or fulfill any duties or obligations imposed upon the "Company" hereunder. Instead, all such duties and obligations will be performed solely by the Company's assignee, and the Franchisee agrees never to assert otherwise.

The Franchisee agrees and affirms that the Company may undertake a refinancing, recapitalization, or other economic or financial restructuring. The Franchisee expressly waives any and all claims, demands or damages arising from or related to such activities.

SECTION 14: TRADEMARKS

14.0 The Franchisee acknowledges the sole and exclusive right of the Company (except for rights granted under existing and future franchise and license agreements) to use the Trademarks in connection with the products and services to which they are or may be applied by the Company, and represents, warrants and agrees that neither during the Term of this Agreement nor after the expiration or other termination hereof, shall the Franchisee directly or indirectly contest or aid in contesting the validity, ownership or use of the Trademarks by the Company or take any action whatsoever in derogation of the rights claimed therein by the Company.

14.1 The license granted to the Franchisee under this Agreement to use the Trademarks is non-exclusive and the Company, in its sole and absolute discretion, has the right to grant other licenses in, to and under the Trademarks in addition to those licenses already granted, both within and outside the Restaurant trading area, and to develop and license other names and marks on any such terms and conditions as the Company deems appropriate.

14.2 The Franchisee understands and expressly acknowledges and agrees that the Company has the exclusive, unrestricted right to engage directly and indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, within the Restaurant trading area and elsewhere, in (a) the production, distribution and sale of food products and beverages (including, without limitation, tacos, taco shells, sauces and fillings, and other Mexican style food products) under the Trademarks licensed hereunder or other marks; and (b) the use, in connection with such production, distribution and sale, of any and

all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by the Company, whether or not included in Appendix 1.

14.3 Except as expressly permitted by this Agreement and the Manual, the license granted under this Agreement does not include any right or authority of any kind whatsoever to pre-package or sell pre-packaged food products or beverages under the Trademarks.

14.4 Nothing contained in this Agreement shall be construed to vest in the Franchisee any right, title or interest in or to the Trademarks, the goodwill now or hereafter associated therewith, or any right in the design or any restaurant building, other than the rights and license expressly granted herein for the Term. Any and all use of the Trademarks as well as the goodwill associated with or identified by the Trademarks shall inure directly and exclusively to the benefit of the Company, including without limitation any goodwill resulting from operation and promotion of the Restaurant.

14.5 The Franchisee shall not use the Trademarks or refer to the Company or the System in connection with any statement or material, or do or fail to do anything else, which may, in the judgment of the Company, be in bad taste or inconsistent with the Company's public image, or tend to bring disparagement, ridicule or scorn upon the Company, the System, the products or services of the System, or the Trademarks or the goodwill associated therewith. The Franchisee, whether doing business as a proprietorship, partnership, corporation or other entity, shall not adopt, use or register (by filing a certificate or articles of incorporation, a fictitious business name statement, or otherwise) any trade or business name, style or design which includes, abbreviates, or is similar to, any of the Company's trademarks, service marks, trade names, logos, insignia, slogans, emblems, symbols, designs or other identifying characteristics.

14.6 The Company shall have the right at any time and from time to time upon notice to the Franchisee to make additions to, deletions from, and changes in the Trademarks, or any of them, all of which additions, deletions and changes shall be as effective as if they were incorporated in this Agreement. All such additions, deletions and changes shall be made in good faith, on a reasonable basis and with a view toward the overall best interest of the Taco Bell System. The Company will use commercially reasonable efforts to protect and preserve the integrity and validity of the Trademarks, including the taking of actions deemed by the Company to be appropriate in the event of any apparent infringement of the Trademarks.

14.7 The Franchisee shall notify the Company promptly of any claims or charges of trademark infringement against the Company or the Franchisee, as well as any information the Franchisee may have of any suspected infringement of the Trademarks. The Franchisee shall take no action with regard to such matters without the prior written approval of the Company, but shall cooperate fully with the Company in any such action.

14.8 The Franchisee shall adopt and use the Trademarks only in the manner expressly approved by the Company from time to time during the Term.

SECTION 15: EXPIRATION AND TERMINATION

15.0 This Agreement shall immediately terminate without notice if a petition in bankruptcy, an arrangement for the benefit of creditors, a petition for reorganization is filed by or against the Franchisee, or if the Franchisee shall make any assignment for the benefit of creditors, or if a receiver or trustee is appointed for the Restaurant.

15.1 The Company shall have the right to terminate this Agreement immediately:

- (a) in the event of any breach or default under Subsections 4.1, 5.1, 9.0, 13.2, 13.5, or 14.0;
- (b) if the Franchisee for any reason loses its right to possession of the Restaurant premises;
- (c) if the Company discovers that the Franchisee has made any material misrepresentation or omitted any material fact in the information furnished by the Franchisee in connection with the grant of this Taco Bell franchise;
- (d) if the Franchisee (or any shareholder if the Franchisee is a corporation) is convicted of any felony or any crime involving moral turpitude;
- (e) if Kentucky Fried Chicken Corp. terminates the KFC franchise agreement.

Any default or breach by Franchisee, Franchisee's Affiliates, Franchisee's Owners, or Obligors of any agreement between the Company or the Company's Affiliates and Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors will be deemed a breach and default under this Agreement, and any breach or default of this Agreement by Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors will be deemed a breach of any other agreement between the Company or the Company's Affiliates and Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors. If the nature of the default under any agreement would have permitted the Company or the Company's Affiliate to terminate this Agreement if the default had occurred under this Agreement, then the Company will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. For purposes of this Section 15, "Affiliates" means any persons or entities controlling, controlled by or under common control with another person or entity,

"Owners" means any persons or entities who own or hold some interest or perform some role or function in Franchisee, and "Obligors" means Owners who are party to a relationship agreement among the Company, Franchisee and others.

If the Franchisee defaults in the performance or observance of any of its other obligations hereunder or under any other franchise agreement with the Company, and such default continues for a period of thirty (30) days after written notice to the Franchisee, the Company may at any time thereafter terminate this Agreement as well as any other such franchise agreement. A repetition within a one-year period of any default shall justify the Company in terminating this Agreement without allowance for any curative period. The foregoing provisions of this Subsection 15.1 are subject to the provisions of any statutes or regulations which may prohibit the Company from terminating this Agreement without good cause or without giving the Franchisee additional prior written notice of termination and opportunity to cure any default. In the event of any termination for failure of the Franchisee to successfully complete the Company's TACO BELL RESTAURANT operations training course pursuant to Subsection 4.1, the Company shall refund to the Franchisee the successor fee payment referred to in Subsection 7.0(a), less any expenses incurred and damages sustained by the Company in connection with its performance hereunder prior to the date of such termination.

15.2 Upon the expiration or earlier termination of this Agreement for any reason, the Franchisee shall:

(a) immediately discontinue the use of the System and Trademarks;

(b) if the Restaurant premises are owned by the Franchisee or leased from a third party, upon demand by the Company, remove the Trademarks from all buildings, signs, fixtures and furnishings, remove and dispose of all proprietary smallwares and equipment, including the production lines, in the manner specified by the Company, and alter and paint all buildings and other improvements maintained pursuant to this Agreement to a design and color which is basically different from any of the Company's authorized building designs and painting schedules.

If the Franchisee shall fail to make or cause to be made any such removal, alteration or repainting within thirty (30) days after written notice, then the Company shall have the right to enter upon the Restaurant premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal, alterations and repainting at the reasonable expense of the Franchisee, which expense the Franchisee shall pay the Company upon demand; and

(c) not thereafter use any trademark, trade name, service mark, logo, insignia, slogan, emblem, symbol, design or other identifying characteristic that is in any way associated with the Company or similar to those associated with the Company, or operate or do business under any name or in any manner that might tend to give the public the impression that the Franchisee is or was a licensee or franchisee of, or otherwise associated with, the Company.

15.3 In the event that either party initiates any legal proceeding to construe or enforce the terms, conditions and provisions of this Agreement, including its termination provisions, or to obtain damages or other relief to which either may be entitled by virtue of this Agreement, the prevailing party shall be paid its reasonable attorneys' fees and costs by the other party.

If the Franchisee refuses to comply with a notice of termination given by the Company and a court later upholds such termination of this Agreement, operation of the Restaurant by the Franchisee from and after the date of termination stated in such notice shall constitute trademark infringement by the Franchisee and the Franchisee shall be liable to the Company for damages resulting from such infringements in addition to any royalties paid or payable hereunder, including, without limitation, any profits of the Franchisee at the Restaurant level (without deduction from sales revenues for any compensation or charges payable to the Franchisee or any entity owned or controlled by the Franchisee), which profits in no event shall be calculated as less than ten percent (10%) of the Franchisee's Gross Sales. No such payment or obligation for payment shall in any way imply or be construed to imply or reflect any right of the Franchisee to operate the Restaurant after expiration or termination of this Agreement.

15.4 (a) In the event that the premises at which the Franchisee operates the Restaurant are owned by the Franchisee, then, upon termination of this Agreement, whether it is terminated by the Franchisee or by the Company, the Company shall have the option of immediately purchasing said premises from the Franchisee. If the Company elects to exercise that option, the purchase price to be paid by the Company to the Franchisee shall be the fair market value of the Restaurant land, buildings, furnishings, and equipment owned by the Franchisee. In the event that the parties are unable to agree as to such amount or any other terms of purchase within thirty (30) days following cessation of the Franchisee's operation of the licensed Restaurant at the premises, the amount or other terms of purchase as to which the parties are unable to agree shall be determined by three (3) appraisers, with each party selecting one appraiser and the two appraisers so chosen selecting the third appraiser. If appraisal occurs pursuant to this provision, following the announcement of the appraiser's decision the Company shall have thirty (30) days within which to elect whether or not to purchase the premises.

(b) In the event that the premises at which the Franchisee operates the Restaurant are leased by the Franchisee from a third party, such lease and any subsequent lease of those premises shall give the Franchisee the right to assign such lease to the Company. Upon termination of this Agreement, whether it is terminated by the Company or by the Franchisee, the Franchisee's rights and obligations under said lease shall, if the Company so elects, automatically be assigned to the Company. If the Company exercises this option, the Franchisee shall immediately vacate the premises, and the Company shall be entitled to take possession of said premises, including all fixtures and leasehold improvements. In such event the Company shall pay to Franchisee the fair market value of the interests owned by the Franchisee in the Restaurant's furnishings and equipment. Fair market value shall be determined in the same manner as set forth in the immediately preceding paragraph.

15.5 If this Agreement is terminated as a result of repudiation, default or other action by the Franchisee without material breach hereof by the Company, the Franchisee (in addition to any other remedy or right the Company may have) shall pay to the Company in lump sum as liquidated damages the greater of the amount of eleven percent (11%) times the Restaurant's Gross Sales (as defined in Subsection 7.2 above) for the twelve months immediately preceding termination of this Agreement or \$100,000.00. The parties hereby acknowledge and agree that the precise amount of the Company's actual damages in such event would be extremely difficult to ascertain and that the foregoing sum represents a reasonable estimate of such actual damages, based upon the approximate time it would take the Company to open another TACO BELL RESTAURANT in the vicinity. Such liquidated damages shall not apply if the Company exercises one of the options set forth in Subsection 15.4 above and either the Company or another Taco Bell franchisee continues operation of the Restaurant as a TACO BELL RESTAURANT following termination of this Agreement.

15.6 In the event that this Agreement is terminated prior to the end of the term set forth in Section 2 hereof as a result of condemnation proceedings or other action not within the control of the Franchisee or the Company, the Company shall use commercially reasonable efforts to assist the Franchisee in locating an alternative location for the Restaurant in the same area to be used for the balance of the Term upon the same terms and conditions as contained herein, and without the payment of any additional initial franchise fee. This provision shall not be construed to limit the Franchisee from receiving the full amount of any condemnation award or damages relating to the closing of the Restaurant.

15.7 The Franchisee acknowledges that termination and money damages alone are not an adequate remedy for any breach by the Franchisee of any provision of this Agreement, including continuing to operate the Restaurant or to use the Trademarks following expiration or termination of this Agreement, each of which operation or use shall be deemed to inflict irreparable harm upon the Company for which there may be no adequate remedy at law. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by the Franchisee, including continuing to operate the Restaurant or to use the Trademarks following expiration or termination of this Agreement (each of which the Franchisee acknowledges shall constitute trademark infringement), the Company, in addition to all other remedies, shall have the right to immediately seek, obtain and enforce temporary and permanent injunctive relief prohibiting the breach, or to compel specific performance, without the need to post any bond or for any other undertaking, including without limitation proving the inadequacy of monetary damages or that due cause existed for the termination.

SECTION 16: MISCELLANEOUS

16.0 Waiver. The waiver by the Company of any breach or default, or series of breaches or defaults, of any term, covenant or condition herein or of any same or similar term, covenant or condition in any other agreement between the Company and any franchisee or licensee, shall not be deemed a waiver of any subsequent or continuing breach or default of the same or any other term, covenant or condition contained in this Agreement, or in any other agreement between the Company and any franchisee or licensee.

16.1 Cumulative Remedies. All rights and remedies of the Company shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. The rights and remedies of the Company shall be continuing and not exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release the Franchisee from any liability or obligation then accrued or any liability or obligation continuing beyond or arising out of the expiration or earlier termination of this Agreement.

16.2 Partial Invalidity. If any part of this Agreement shall for any reason be declared invalid, unenforceable or impaired in any way, the validity of the remaining portions shall not be affected thereby and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portions which might be declared invalid; provided, however, that in the event any part hereof relating to the payment of fees to the Company, or the ownership or preservation of the Trademarks, trade secrets or secret formulae licensed or disclosed hereunder is for any reason declared invalid or unenforceable, then the Company shall have the option of terminating this Agreement upon written notice to the Franchisee.

16.3 Choice of Law. The Franchisee acknowledges that the Company will grant numerous licenses throughout the United States on terms and conditions similar to those set forth in this Agreement and that it is of mutual benefit to the Franchisee and to the Company that these terms and conditions be uniformly interpreted. This Agreement; all relations between the parties; and, any and all disputes between Franchisee and Company, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York, and if Franchisee's franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity or similar law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.

16.4 Jurisdiction and Venue. With respect to any court proceeding between the Franchisee and the Company concerning the enforcement, construction or alleged breach or termination of this Agreement, the Franchisee hereby submits to the

personal jurisdiction and venue of the federal and California state courts located in Orange County, California, for all such matters, and promises not to commence against the Company any court proceeding concerning such matters in any other courts.

16.5 Notices. Any notice from the Company that is required hereunder to be given in writing, and all notices from the Franchisee to be given hereunder, shall be in writing and shall be deemed given when first tendered or received, whether in person, through United States mail or through reputable private delivery service, during normal business hours for the locale of the addressee at the appropriate address set forth below, or such other address as one party may hereafter provide to the other with not less than three (3) days' notice.

THE COMPANY: TACO BELL FRANCHISOR, LLC
 1 Glen Bell Way
 Irvine, California 92618
 Attn: General Counsel

THE FRANCHISEE: _____
 name _____
 address _____
 city state zip _____

16.6 Terms and Headings. Whenever any word is used in this Agreement in one gender, it shall also be construed as being used in the other genders, and singular usage shall include the plural and vice versa, all as the context shall reasonably require. The headings inserted in this Agreement are for reference purposes only and shall not affect the construction of this Agreement or limit the generality of any of its provisions.

16.7 Compliance with Laws. The Franchisee shall at its own cost and expense, promptly comply with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and offices thereof. Without limiting the generality of the foregoing, the Franchisee shall abide by all applicable rules and regulations of any Public Health Department having jurisdiction over the Restaurant.

16.8 Lease of Land and Building. In the event that the parties have executed a lease of land or building relating to the premises described in Subsection 1.0 (the "Lease"), such Lease is hereby incorporated in this Agreement by reference, and any failure on the part of the Franchisee (lessee therein) to perform, fulfill or observe any of the covenants, conditions or agreements contained therein shall constitute a material breach of this Agreement. It is expressly understood, acknowledged and agreed by the Franchisee that any termination of the Lease resulting in the Franchisee's loss of possession of the Restaurant shall result in immediate termination of this Agreement without further notice.

16.9 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties and supersede and cancel any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof. Nothing in the preceding sentence, however, is intended to disclaim the representations the company made in the franchise disclosure document that the company has provided to the Franchisee. THE FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS FRANCHISE AGREEMENT AS A RESULT OF ITS OWN INDEPENDENT INVESTIGATION AND AFTER CONSULTATION WITH ITS OWN ATTORNEY, AND NOT AS A RESULT OF ANY REPRESENTATIONS OF THE COMPANY, ITS AGENTS, OFFICERS OR EMPLOYEES, EXCEPT AS CONTAINED HEREIN AND IN THE COMPANY'S FRANCHISE DISCLOSURE DOCUMENT.

16.10 Amendment or Modification. Except as expressly authorized herein, no amendment or modification of this Agreement shall be binding unless executed in writing by both the Company and the Franchisee.

IN WITNESS WHEREOF, the parties personally or through their duly authorized signatories have executed this Agreement in duplicate on the day and year written below.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
 Its _____

Name _____ Date _____

Date: _____

Name _____ Date _____

APPENDIX 1

TRADEMARKS

The Company has registered with the United States Patent and Trademark Office the following active trademarks:

| <u>Mark</u> | <u>Req. No.</u> | <u>Req. Date</u> |
|---|-----------------|------------------|
| Taco Bell (Class 42) | 820,073 | 12/06/66 |
| Taco Bell within Tumbling Blocks (Class 42) | 856,207 | 09/03/68 |
| Taco Bell (Class 30) | 879,582 | 10/28/69 |
| Burrito Supreme (Class 29) | 1,050,189 | 10/12/76 |
| Bell Design No. 2 (Class 42) | 1,322,737 | 02/26/85 |
| Taco Bell and Bell Design No. 2 in 1984 Logo (Class 43) | 1,322,738 | 02/26/85 |
| Taco Bell in 1984 Logo Distinctive Lettering (Class 42) | 1,322,739 | 02/26/85 |
| Bell Design No. 2 in color (Class 42) | 1,330,236 | 04/09/85 |
| Soft Taco Supreme (Class 30) | 1,551,516 | 08/08/89 |
| MexiMelt (Class 30) | 1,528,496 | 03/07/89 |
| The Bell (Class 42) | 1,765,386 | 04/13/93 |
| Taco Bell (Class 30) | 1,874,786 | 01/17/95 |
| Taco Supreme (Class 30) | 1,920,011 | 09/19/95 |
| Taco Bell (Class 42) | 1,924,335 | 10/03/95 |
| Bell Design No. 6 (Class 42) | 2,006,124 | 10/08/96 |
| Double Decker (Class 30) | 2,090,212 | 08/19/97 |
| Taco Bell and Bell Design No. 6 Logo No. 2 (Class 42) | 2,105,501 | 10/14/97 |
| Taco Bell and Bell Design No. 6 Logo No. 1 (Class 29) | 2,105,502 | 10/14/97 |
| Taco Bell (Class 30) | 2,114,014 | 11/18/97 |
| Gordita Baja (Class 30) | 2,470,151 | 01/17/01 |
| Taco Bell and Design No. 7 (in color) (Class 30, 43) | 2,816,454 | 02/24/04 |
| Double Decker (Class 30) | 2,860,026 | 06/07/04 |
| Think Outside The Bun with Taco Bell and Bell Design No. 7 (Class 30, 43) | 3,020,103 | 11/29/05 |
| Think Outside The Bun (Class 30, 43) | 3,020,149 | 11/29/05 |
| Crunchwrap Supreme (Class 30) | 3,102,200 | 06/06/06 |
| Crunchwrap (Class 30) | 3,108,135 | 06/20/06 |
| Taco Bell (in color) (Class 43) | 3,501,311 | 09/16/08 |
| Taco Bell (Class 36) | 3,676,436 | 03/05/09 |
| Bell Design No. 6 (in color) (Class 43) | 3,629,938 | 06/02/09 |
| Feed the Beat (Class 35,41) | 3,735,825 | 01/12/10 |
| Bong (Sound Mark) (Class 43) | 3,736,968 | 01/12/10 |
| Taco Bell & Bell Design No. 7 (Class 9) | 4,102,936 | 02/21/12 |
| Happier Hour (Class 32) | 4,238,926 | 02/21/12 |
| GCTB (Class 9, 35) | 4,176,296 | 07/17/12 |
| Live Más (Class 43) | 4,243,633 | 11/13/12 |
| Bell Design with Mission Window (Class 43) | 4,295,975 | 02/26/13 |
| Taco Bell & Bell Design #7 with Live Más Horizontal (Class 43) | 4,382,469 | 08/13/13 |
| Loaded Grillers (Class 30) | 4,468,046 | 01/14/14 |
| \$1 Cravings Menu (Class 43) | 4,465,403 | 01/14/14 |
| Happier Hour (Class 32) | 4,651,267 | 12/09/14 |
| Bell Design No. 6 (Class 43) | 4,682,267 | 02/03/15 |
| Dollar Cravings Menu (Class 43) | 4,764,861 | 06/30/15 |
| Taco Bell (Class 29, 30, 32 & 43) | 4,780,421 | 07/28/15 |
| Taco Bell and Bell Design No. 7 (in Color) (Class 43) | 4,873,041 | 12/22/15 |
| Cantina Power Menu (Class 43) | 4,909,527 | 03/01/16 |
| Taco Bell and Bell Design #7 with LIVE MÁS Vertical (Class 43) | 4,923,059 | 03/22/16 |
| TA.CO with Mission Window Design | 4,964,550 | 05/24/16 |
| Quesalupa (Class 30) | 5,037,135 | 09/06/16 |
| Wake Up Live Más with Taco Bell & Bell Design No. 6 Version 2 (Class 43) | 5,068,972 | 10/25/16 |
| Taco Bell Explore (Class 35) | 5,073,835 | 11/01/16 |
| Live Más (with accent over "A") (Class 25) | 5,146,760 | 02/21/17 |

| | | |
|---|-----------|------------|
| Your Dream On Our Dime (Class 36) | 5,128,967 | 08/11/17 |
| Taco Bell Cantina (Logo) (Class 43) | 5,365,441 | 12/26/17 |
| Nachos BellGrande (Class 30) | 5,437,137 | 04/03/18 |
| TACO BELL & Bell Design No. 8 in color (Class 43) | 5,592,983 | 10/30/18 |
| Crunchwrap (Class 30) | 5,961,689 | 01/14/2020 |
| Steal A Base, Steal A Taco (Class 41) | 6,029,220 | 04/07/2020 |
| Taco Bell (Class 9) | 6,051,763 | 05/12/2020 |
| Triplelupa (Class 30) | 6,092,678 | 06/30/2020 |
| Whip Freeze stylized (Class 32) | 6,176,985 | 10/13/2020 |
| Cravings Pack (Class 30) | 6,245,606 | 01/12/2021 |

There are also trademarks that have been applied for by the Company but have not yet been registered. Those marks are as follows:

| <u>Mark</u> | <u>Application No</u> | <u>Application Date</u> |
|---|-----------------------|-------------------------|
| Taco Bell Supreme (Class 9,35) | 88486142 | 06/24/19 |
| Taco Bell Supreme Logo (Class 9,35) | 88486262 | 06/24/19 |
| Fourthmeal | 88493414 | 06/28/19 |
| Popperpeño (class 29,30) | 88601870 | 09/03/19 |
| Steak Firecracker Fries (Class 29) | 88656080 | 10/16/19 |
| Crispy Tortilla Cheese Popper (Class 29) | 88693971 | 11/15/19 |
| Live Más (Class 30,32) | 88802901 | 02/19/2020 |
| Taco Bell (Class 3, 9, 14, 16, 18, 20, 21, 25, 26 & 28) | 90000049 | 06/13/2020 |
| Taco Night (Class 29) | 90020989 | 06/25/2020 |
| Veggie Mode (Class 30) | 90022512 | 06/26/2020 |
| Go Mobile (Class 9, 29, 30 & 43) | 90144967 | 08/28/2020 |
| Cantina & Bell Design logo #8 (Class 29, 30 & 43) | 90222457 | 09/30/2020 |
| Bell Stop (Class 43) | 90257847 | 10/15/2020 |
| Taco Bell (Class 18, 21, 25, 26 & 28) | 90281307 | 10/27/2020 |

Updated 01/29/21

EXHIBIT B-2

FRANCHISE AGREEMENT ASSIGNMENT AND RELEASE, ACCEPTANCE OF ASSIGNMENT, CONSENT TO ASSIGNMENT, PERSONAL GUARANTY AND OWNERS' AGREEMENT

ASSIGNMENT OF FRANCHISE AGREEMENT TO [TYPE OF ENTITY]

THIS ASSIGNMENT OF FRANCHISE AGREEMENT (the "Assignment") is by and between _____, _____, and _____, [insert names of members/shareholders/partners] as individuals (collectively, "Assignor") and _____, [insert entity name] a _____ [insert state of formation and type of entity] ("Assignee").

RECITALS

WHEREAS, Assignor is entering into a Franchise Agreement (or Franchise Agreements, as applicable) with Taco Bell Franchisor, LLC, a Delaware limited liability company (the "Franchise Agreement"), pertaining to the following Taco Bell restaurant(s):

| | |
|-----------------|----------------|
| <u>Unit No.</u> | <u>Address</u> |
|-----------------|----------------|

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee is willing to accept Assignor's right, title and interest in and to the Franchise Agreement in accord with the terms of the Assignment and Acceptance of Assignment set forth herein.

ASSIGNMENT AND RELEASE

NOW THEREFORE, FOR VALUE RECEIVED, each of the undersigned sells, assigns and transfers unto Assignee, as of the date upon which Taco Bell Franchisor, LLC executes the Consent to Assignment set forth herein (the "Effective Date"), all right, title and interest in and to the Franchise Agreement.

Each of the undersigned further agrees that this Assignment will not relieve the undersigned from any of the obligations of the Franchise Agreement, or any related agreements, with Taco Bell Franchisor, LLC, its affiliated entities including without limitation Taco Bell Franchise Holder 1, LLC, a Delaware limited liability company, and its manager Taco Bell Corp., a California corporation (collectively, "Franchisor").

Each of the undersigned agrees to indemnify, defend, and hold harmless Franchisor, each of Franchisor's officers, directors, employees, agents, attorneys and representatives, as well as any of its parents, subsidiaries or affiliates, from any and all claims, demands, costs (including attorneys' fees), or any other damages or injuries that Franchisor may sustain in connection with this Assignment. Further, in consideration of Taco Bell Franchisor, LLC's consent to this Assignment, each of the undersigned hereby waives, releases, and forever discharges Franchisor, each of Franchisor's officers, directors, employees, agents, attorneys and representatives, as well as any of its parents, subsidiaries or affiliates (collectively, the "Released Parties") from any and all claims, demands, liabilities or causes of action in law or in equity of whatsoever nature arising prior to and including the Effective Date hereof, known or unknown, suspected or unsuspected, which any or all of the undersigned now has or may hereafter have, by reason of any act, omission, event, deed or course of action having taken place, or having been omitted, or on account of, or arising out of, or relating to, any franchise agreement or lease agreement or any other agreement between the undersigned and Franchisor and any of its parents, subsidiaries or affiliates, except as may be prohibited by law, including claims arising from representations in Taco Bell Franchisor, LLC's Franchise Disclosure Document, and any exhibits or amendments thereto. **It is expressly acknowledged by each of the undersigned that any and all rights granted under Section 1542 of the California Civil Code are hereby expressly waived.** Such statute reads as follows:

"Section 1542.

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

[insert following if entity is an LLC] Moreover, each of the undersigned hereby agrees that each of the conditions, obligations and restrictions on or of the Franchisee under the Franchise Agreement, concerning or pertinent to the assignment of the Franchise Agreement to a corporation or with respect to the Franchisee as a corporation shall apply to Assignee, to each of the undersigned, and to this assignment to Assignee with equivalent effect *mutatis mutandi*.

In addition, each of the undersigned hereby warrants and represents to the Released Parties, and each of them, that the undersigned has never assigned to anyone any claim of the undersigned's against the Released Parties, whether for damages or any other form of relief.

Date: _____

[insert name of member/shareholder/partner]

Date: _____

[insert name of member/shareholder/partner]

ACCEPTANCE OF ASSIGNMENT BY ASSIGNEE

The undersigned hereby accepts the above Assignment and agrees to be bound by all of the terms and conditions of the Franchise Agreement and assumes all of the obligations thereto. The undersigned further agrees to deliver to Taco Bell Franchisor, LLC the personal guaranty of all [insert members/shareholders/partners] of Assignee in the form set forth herein.

Assignee
[insert assignee]

Date: _____

By: _____

Title: _____

CONSENT TO ASSIGNMENT BY TACO BELL FRANCHISOR, LLC

Taco Bell Franchisor, LLC hereby consents to the above Assignment upon the terms and conditions set forth herein.

TACO BELL FRANCHISOR, LLC

Date: _____

By: _____

Title: President and Treasurer

PERSONAL GUARANTY

In consideration of the foregoing Consent to Assignment by Taco Bell Franchisor, LLC, each of the undersigned hereby personally guarantees, jointly and severally, the full payment and performance of the franchisee's obligations to Taco Bell Franchisor, LLC under the Franchise Agreement and individually undertakes to be bound by all the terms of the Franchise Agreement, including, without limitation, the restrictions on sale or assignment of the Franchise Agreement, which provisions are hereby approved. Each of the undersigned further agrees he or she will take such action as is necessary to cause the [insert description of entity documents] (the "Documents") to recite that the issuance or transfer of its capital stock is restricted by the terms of the Franchise Agreement and expressly made subject to the prior approval in writing by Taco Bell Franchisor, LLC, and to require that notice of such restriction be stated prominently on all stock certificates issued by Assignee, including certificates previously issued, if any. A copy of the Documents shall be furnished to Taco Bell Franchisor, LLC upon execution of this Personal Guaranty, together with a list of names, addresses and interests of all legal and beneficial owners of Assignee's stock. This Personal Guaranty is and shall be a continuing guaranty and no amendment of or waiver under the Franchise Agreement, or transfer of any interest in Assignee, or other change in circumstances shall modify, reduce or cancel any of the obligations of any of the undersigned under this Personal Guaranty, except for the express, written cancellation of such obligations by an officer of Taco Bell Franchisor, LLC.

[insert following if entity is an LLC] Moreover, each of the undersigned hereby agrees that each of the conditions, obligations and restrictions on or of the Franchisee under the Franchise Agreement, concerning or pertinent to the assignment of the Franchise Agreement to a corporation or with respect to the Franchisee as a corporation shall apply to Assignee, to each of the undersigned, and to this assignment to Assignee with equivalent effect *mutatis mutandi*.

Unit No(s).

Date: _____

_____, Individually & as a [insert member/shareholder/partner]

Date: _____

_____, Individually & as a [insert member/shareholder/partner]

[If an approved trust is a member/shareholder/partner, use the following for each of the trusts and the trustees and/or beneficiaries signing.]

INSERT NAME OF TRUST

Date: _____

By: _____
[Type name], Individually & as a [Trustee] [&
[Beneficiary]]

MEMBER/SHAREHOLDER/PARTNER AGREEMENT

In consideration of the foregoing Consent to Assignment by Taco Bell Franchisor, LLC and its willingness to waive the requirement of Section 13 of the Franchise Agreement that a named, individual franchisee shall at all times retain majority interest in any assignee of the Franchise Agreement, the undersigned, being each and all of the [members/shareholders/partners] of Assignee, agree on behalf of themselves individually and as such [members/shareholders/partners] that _____ [insert primary franchisee name] ("Agent of Assignee"), an individual, does and shall have the power and authority to act on behalf of such Assignee in all matters affecting the subject Taco Bell franchise. The undersigned further so agree that the Agent of Assignee shall not transfer his or her interest in Assignee, nor shall his or her power or authority be curtailed, restricted, or diminished, without Taco Bell Franchisor, LLC's prior written consent, which consent shall not be unreasonably withheld. Furthermore, each of the undersigned agrees that any notice to the franchisee under the Franchise Agreement shall be deemed validly served on each of the undersigned, and on the franchisee under the Franchise Agreement, when such notice is posted, certified mail return receipt requested or by reputable, private courier service, to the address for notice in the Franchise Agreement to the attention of the Agent of Assignee.

Date: _____

_____, [insert member/shareholder/partner]

Date: _____

_____, [insert member/shareholder/partner]

[If an approved trust is a member/shareholder/partner, use the following for each of the trusts and the trustees and/or beneficiaries signing.]

INSERT NAME OF TRUST

Date: _____

By: _____
[Type name], Individually & as a [Trustee] [&
[Beneficiary]]

EXHIBIT B-3

EXTENSION AMENDMENT TO FRANCHISE AGREEMENT/KT SUCCESSOR FRANCHISE AGREEMENT

Unit No.:

Amendment to Taco Bell Franchise Agreement or KT Successor Franchise Agreement, as applicable

This Amendment to Taco Bell Franchise Agreement or KT Successor Franchise Agreement, as applicable ("this Amendment") dated as of _____, is by and between Taco Bell Franchisor, LLC, a Delaware limited liability company (the "Company") and _____ (the "Franchisee").

RECITALS

WHEREAS, the Company and the Franchisee entered into a Franchise Agreement or KT Successor Franchise Agreement, as applicable, dated _____ (as applicable, the "Franchise Agreement"), pertaining to Taco Bell Unit No. _____ located at _____ (the "Restaurant"); and

WHEREAS, the Company and the Franchisee desire to amend the Franchise Agreement for the purpose of extending the term of the Franchise Agreement as set forth below.

NOW THEREFORE, in consideration of the terms and conditions set forth herein and in the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Franchisee hereby amend the Franchise Agreement as follows:

TERMS

1. The Term of the Franchise Agreement, together with all the rights and obligations created thereunder, is hereby extended so that the Franchise Agreement shall now expire on _____.
2. In consideration for the extension of the Term of the Franchise Agreement, the Franchisee shall, upon execution of this Amendment, pay the Company a non-refundable extension fee in the amount of _____ Dollars (\$______).

Except as specifically amended hereby, the Franchise Agreement and any amendments thereof shall remain in full force and effect in accordance with its stated terms. The words used in this Amendment shall have the same meaning as in the Franchise Agreement unless otherwise noted. In the event of a conflict between this Amendment and the Franchise Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of the Company's execution below.

Franchisee

The Company

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

THIS AMENDMENT SHALL NOT BECOME EFFECTIVE UNLESS AND UNTIL SIGNED BY A CORPORATE OFFICER OF THE COMPANY. NO FIELD REPRESENTATIVE IS AUTHORIZED TO EXECUTE THIS AMENDMENT IN THE NAME OR ON BEHALF OF THE COMPANY.

EXHIBIT B-4

IN-LINE 10+10 ADDENDUM TO THE TACO BELL FRANCHISE AGREEMENT

Unit No.: _____

IN-LINE 10+10 ADDENDUM
TO THE TACO BELL FRANCHISE AGREEMENT

This In-Line 10+10 Addendum (this "Addendum") amends the Taco Bell Franchise Agreement dated _____ (the "Franchise Agreement") between TACO BELL FRANCHISOR, LLC, a Delaware limited liability company (the "Company") and _____ (the "Franchisee").

1. **Precedence and Defined Terms.** This Addendum is an integral part of and is incorporated into the Franchise Agreement. This Addendum supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Franchise Agreement.

2. **Section 2.0** The last sentence of Section 2.0 of the Franchise Agreement shall be deleted in its entirety and shall be replaced with the following:

"The Franchisee shall have the right to enter into one consecutive successor franchise agreement (a "Successor Agreement") featuring a term of 10 years (a "Successor Term") if it has complied with the conditions and procedures set forth in Section 2.2 below. The Successor Term will begin on the first date immediately following the date that the Term expires and the Successor Agreement will supersede this Agreement. The Successor Agreement will not take the form of an extension of this Agreement; but instead, may materially vary from this Agreement in all respects including the required completion of a Mid-Term Upgrade by the 6th anniversary of the Successor Term, provided, however, that the applicable successor fee will be in the amount of $\frac{1}{2}$ of the then current initial fee for an In Line 10 + 10 Franchise Agreement and the periodic franchise fee due during the Successor Term will not be greater than the periodic franchise fee that the Company then imposes on similarly situated franchisees entering into successor agreements. The Franchisee's right to enter into a Successor Agreement is exercisable only once, however, and this Section 2.0, Section 2.1 and the below Section 2.2 shall be excluded from and of no effect during the Successor Term. The conditions to and procedures governing the Franchisee's right to enter into a Successor Agreement are set forth in Section 2.2 below."

3. **Section 2.2** The following provision shall be added as Section 2.2 of the Franchise Agreement:

"2.2 The Franchisee's right to enter into a Successor Agreement will be conditioned on the following:

- A. Throughout the Term and at the time of expiration of the Term, the Franchisee must have performed all of its material obligations and not be in breach of any term or condition of this Agreement, the Manual, and other agreements between the Franchisee and the Company or the Company's affiliates;
- B. Throughout the Term and at the time of expiration of the Term, the Franchisee must have maintained results on the Owner's Performance Summary ("OPS") that qualifies it to be Growth Approved (as set forth in the Manual);
- C. The Franchisee must have completed the Mid-Term Upgrade by the deadline and in the manner specified in Section 5.1 of this Agreement;
- D. The Franchisee must notify the Company in writing no more than 18 months and no less than 12 months prior to the expiration of the Term of this Agreement of its desire to enter into a Successor Agreement;
- E. At the time of expiration of the Term, the Franchisee must have completed an upgrade to the Restaurant in accordance with the requirements of the Company (This upgrade is in addition to the Mid-Term Upgrade specified in Section 5.1);
- F. The Franchisee must provide the Company with any documentation it so requests in connection with its desire to enter into a Successor Agreement; and,
- G. At least 60 days prior to the expiration of the Term, the Franchisee must: (i) execute and return to the Company its then-current form of a 10 year Successor Agreement; (ii) execute and return to the Company its then-current form of general release; and, (iii) pay to the Company a successor fee equal to $\frac{1}{2}$ of the applicable then-current initial franchise fee.

If the Franchisee has timely and fully satisfied each of the above terms and conditions prior to and upon expiration of the Term, the Company will memorialize the grant of the Successor Term by executing and transmitting to Franchisee the fully signed Successor Agreement.

If the Franchisee does not timely and fully satisfy each of the above terms and conditions prior to the expiration of the Term, this will be considered Franchisee's conclusive election not to exercise its right to enter into a Successor Agreement and such right will then automatically lapse and expire without further notice or action by the Company. If this occurs, this Agreement will terminate at the end of the Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature will survive.

Time is of the essence with regard to the terms and conditions of this Section 2.2."

4. Section 3.9 The following provision shall be added as Section 3.9 of the Franchise Agreement:

Throughout the Term of the Franchise Agreement and any Successor Agreement, the Restaurant does not receive protections of the Company's Integrated Expansion and Development Policy ("IE Policy") and the Franchisee therefore cannot object to nearby development on that basis.

5. Section 5.1. Section 5.1 of the Franchise Agreement is amended to read:

"As a condition of continuing this Agreement after the sixth anniversary of the Date of Grant, the Franchisee shall, between the fifth and sixth anniversaries of the Date of Grant, upgrade the Restaurant in accordance with the Manual ("Mid-Term Upgrade"). The scope of the Mid-Term Upgrade shall be defined in the Manual and generally shall include an interior refresh (including paint, counters, seats, settees, chairs, tables, soffits, and lighting), an exterior refresh (including paint and the addition of, modification to, or incorporation of any new critical design elements), and a signage upgrade. The Franchisee must obtain the Company's prior written approval of the exact scope of the Mid-Term Upgrade pursuant to the procedures stated in the Manual. In the event the Franchisee fails to obtain the Company's prior written approval or complete timely the Mid-Term upgrade pursuant to this section, Franchisor may terminate this Agreement pursuant to Section 15."

6. Remaining Terms Unaffected. The remaining terms of the Franchise Agreement are unaffected by this Addendum and remain binding on the Company and Franchisee.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

By _____

Title _____

Date _____

FRANCHISEE

Name _____ Date _____

EXHIBIT C

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into on _____ (the "Effective Date"), by and between _____ (the "Franchisee") and Taco Bell Franchisor, LLC, a Delaware limited liability company ("Taco Bell").

WHEREAS, Franchisee has entered into an Asset Purchase Agreement dated _____ ("Purchase Agreement") with [insert seller] pursuant to which Franchisee has agreed to purchase certain Taco Bell restaurants listed in the Purchase Agreement.

WHEREAS, Taco Bell's consent to this transfer is subject to certain conditions, including Franchisee's agreement to develop _____ Taco Bell restaurants upon the terms and conditions set forth herein.

WHEREAS, the parties have identified one or more territories ("Development Territory") as further defined in Section 3 below, that Taco Bell and Franchisee agree have potential for development of one or more Taco Bell Restaurants (each, a "New Restaurant") as further defined in Section 3 below.

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Taco Bell for each New Restaurant within the Development Territory within the time frames set forth in the Development Schedule, as further defined in Section 3 below.

WHEREAS, Taco Bell, subject to the terms and conditions of this Agreement, is willing to enter into a Franchise Agreement with Franchisee for each New Restaurant within the Development Territory within the time frames set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, in the Franchise Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Taco Bell and Franchisee agree as follows:

1. RECITALS. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
2. TERM. The term ("Term") of this Agreement shall begin on the Effective Date and, except pertaining to Section 8, shall end [insert end date of last Time Period] (the "Expiration Date"), although as specifically provided herein, certain rights may expire or may be terminated earlier.
3. DEFINITIONS. The following capitalized terms shall have the following meanings for the purpose of this Agreement:
 - A. "Acquired Restaurants" shall mean and refer to Taco Bell Restaurants (including multi-brand restaurants) that are purchased by Franchisee from Taco Bell, an affiliate of Taco Bell, or from another franchisee.
 - B. "Cumulative Net New Restaurants" means the number of New Restaurants that Franchisee opens to the public in the specified time period set forth on the attached Schedule "A" (each a "Time Period") minus the number of Taco Bell Restaurants that Franchisee permanently closes during the same Time Period. Cumulative Net New Restaurants do not include (i) Taco Bell Restaurants that are open before the beginning of the specified Time Period; or (ii) Taco Bell Restaurants that are opened after the end of the specified Time Period.
 - C. "Development Schedule" shall mean and refer only to the Cumulative Net New Restaurants development schedule set forth in Schedule "A" attached hereto.
 - D. "Development Territory" shall mean and refer only to the territories identified on Schedule "B" attached hereto.

- E. "Franchise Agreement" shall mean and refer to the then-current franchise agreement form that Taco Bell issues for its traditional Restaurants or the then-current license agreement form that Taco Bell issues for its non-traditional or "Express" Restaurants, as is appropriate.
 - F. "New Restaurant" shall mean and refer only to a then-currently approved design of a freestanding or inline Taco Bell prototype restaurant. For purposes of this Agreement and the Development Schedule, a New Restaurant shall not include any of the following: (i) Multi-Brand Units; (ii) Taco Bell restaurants which, according to Taco Bell's Successor Policy, are Successor Units to existing restaurants; (iii) any Taco Bell restaurant for which Franchisee receives any type of financial or other type of incentive; (iv) Acquired Restaurants.
4. APPROVAL AND QUALIFICATION OF SITES. Each New Restaurant to be developed hereunder shall be subject to Taco Bell's prior express written approval in accordance with Taco Bell's then-current standard procedures for site approval and will be operated pursuant to a Franchise Agreement on Taco Bell's then current standard form for new, free-standing or inline restaurants, as applicable, to be issued to Franchisee prior to opening the New Restaurant. Moreover, except as expressly provided herein to the contrary, Franchisee and Taco Bell shall operate in accordance with standard procedures for development within the Taco Bell System as promulgated by Taco Bell from time to time and Franchisee agrees to abide by and faithfully adhere to the terms of each Franchise Agreement for each New Restaurant.
5. TIME IS OF THE ESSENCE. Franchisee's timely performance of its obligations under this Agreement is of material importance and is of the essence to this Agreement.
6. NO EXCLUSIVITY. There is no exclusivity granted to Franchisee by this Agreement. Taco Bell expressly reserves for its own use and the use of others, including but not limited to other current and prospective franchisees, all rights to use and develop any Taco Bell restaurants. Such reservation of rights includes the right to use, develop and/or transfer any Taco Bell restaurant and other operations, products, services, methods and points of distribution of any and all sorts. Franchisee's rights granted in this Agreement are expressly made subject to the existing rights of third parties, including but not limited to existing approvals and pending applications, to successor franchises (including but not limited to offsets) for existing and approved locations, and to currently approved Taco Bell operated locations.
7. DEVELOPMENT SCHEDULE, RIGHTS AND OBLIGATIONS. Subject to the terms and conditions herein and further subject to Franchisee remaining financially and operationally approved for growth by Taco Bell, for so long as this Agreement is in effect and Franchisee is not in default under the terms of this Agreement, any Taco Bell Franchise Agreement, or any other agreement with Taco Bell, Franchisee will have the right and obligation to execute a Franchise Agreement for and commence operations of a New Restaurant within the Development Territory according to the Development Schedule, the exact locations of each New Restaurant within the Development Territory to be subject to Taco Bell's express written approval.

A Cumulative Net New Restaurant will be considered timely "Developed" within the specified Time Period if: (i) the Cumulative Net New Restaurant is within the Development Territory; (ii) is opened within the specified Time Period designated on the Development Schedule; (iii) the Franchise Agreement has been signed by Franchisee and Taco Bell; (iv) the initial franchise fee has been paid; and (v) the Cumulative Net New Restaurant has commenced operations in accordance with the Franchise Agreement governing such Cumulative Net New Restaurant. Franchisee agrees to use its commercially reasonable efforts and to take all steps and actions reasonably necessary to fully and timely satisfy its development obligation (the "Cumulative Net New Restaurants Development Obligation"). Failure to meet any deadline set out in Schedule "A" shall cause the monetary sums set forth in paragraph 8 to be due and payable to Taco Bell immediately and without demand.

8. CUMULATIVE NET NEW RESTAURANTS DEVELOPMENT OBLIGATION FEE. Franchisee shall pay Taco Bell an initial franchise fee of \$45,000 for each Cumulative Net New Restaurant, \$10,000 of which is payable upon registration and the balance of which is due upon such Cumulative Net New

Restaurant's groundbreaking. Franchisee and Taco Bell agree that Taco Bell would be significantly damaged if Franchisee failed to timely and fully meet its Cumulative Net New Restaurants Development Obligation. Franchisee and Taco Bell also agree that measuring the precise amount of this damage would be very difficult and costly. Franchisee and Taco Bell agree that the fees set out below are a fair and reasonable approximation of what Taco Bell's damages would be. Accordingly, Franchisee and Taco Bell agree that Franchisee shall immediately pay to Taco Bell, without demand, the fees set out in subparagraphs A and B ("Cumulative Net New Restaurants Development Obligation Fee") for each such Cumulative Net New Restaurant Development Obligation that is not timely and fully satisfied:

- A. Forty-Five Thousand Dollars (\$45,000) within five (5) calendar days of the last day of the relevant Time Period. This payment will be credited toward the initial franchise fee for each Cumulative Net New Restaurant so long as the Cumulative Net New Restaurant is opened to the public by [insert last date for opening from schedule]. This payment will not be credited toward the initial fee for any other restaurant and is non-refundable.
- B. For each Cumulative Net New Restaurant that is not developed on or before the Opening Date, Franchisee agrees to pay to Taco Bell \$4,231 ("Period Sum") for each four or five week accounting period of Taco Bell's pertinent financial calendar ("Accounting Period") starting on the Opening Date. ("Opening Date" as used herein means the last day of the Time Period in which the New Restaurant is to be opened.) Each payment of a Period Sum shall be made by Franchisee within seven (7) days after the last day of that Accounting Period to which it applies. For each New Restaurant not opened on or before the Opening Date, the Period Sum shall be paid by Franchisee until the earlier of i) the date that the New Restaurant actually opens in such Development Territory or ii) 10 years after the Opening Date. For each New Restaurant opened in the middle of an Accounting Period, Franchisee shall pay a pro-rated Period Sum for that portion of the Accounting Period occurring after the New Restaurant's opening. Franchisee shall not be entitled to a reimbursement of any amount paid as a Period Sum.

9. FAILURE TO COMPLY WITH CONDITIONS.

If Franchisee fails to:

- i) meet Taco Bell's financial and operational criteria for development in accordance with Taco Bell's then-current policies, procedures and standards; or
- ii) remain in good standing as a Taco Bell franchisee, as determined by Taco Bell in accordance with its then-current policies, procedures and standards; or
- iii) make any payment due under Section 8 of this Agreement and does not cure such breach within ten (10) days of written demand from Taco Bell,

Taco Bell shall be entitled to terminate this Agreement and Franchisee shall be required to pay to Taco Bell within five (5) days of written demand all amounts that would be due under Section 8 of this Agreement at or prior to the Expiration Date, or such later date as may be specified in Section 8.B., if no New Restaurants were developed after such termination.

10. DISPUTE RESOLUTION.

- A. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitration, shall be determined by arbitration in Irvine, California before three (3) arbitrators. The arbitration shall be administered by JAMS, or any successor thereto, pursuant to its then-current Comprehensive Arbitration Rules and Procedures. The Award and decision shall be conclusive and binding upon the parties. Judgment on the Award may be entered in any court having jurisdiction thereof, and the parties hereby waive all objections which they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought

in an inconvenient forum, and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- B. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. The parties desire that the arbitrators will be attorneys familiar with franchising matters. All arbitrators shall serve as neutral, independent and impartial arbitrators.
- C. This Agreement; all relations between the parties; and any and all disputes between Franchisee and Taco Bell, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York, and if Franchisee's franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity or similar law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.
- D. The Federal Rules of Evidence will apply to any arbitration proceeding conducted under this Agreement. The arbitrators will not have the authority or right to add to, delete, amend or modify in any manner the provisions of the Federal Rules of Evidence or the arbitration provisions of this Agreement. All testimony offered at any arbitration proceeding under this Agreement must be given under oath. No affidavits may be submitted into evidence unless and until the other party(ies) has had the opportunity to cross-examine the affiant under oath and on a transcribed record, or otherwise consents. All arbitration proceedings pursuant to this Agreement will be recorded, or taken down by a stenographer and transcribed, or both, for the purpose of obtaining subsequent review. Each arbitration decision rendered under this Agreement must be in writing; individually address and dispose of each claim and the relief granted to it; set forth a recital of facts and a legal analysis and the resulting rendition of the award relating to each such claim (if any); and, in general, be specific regarding the reasons underlying any and all determinations, awards or conclusions, including all principles of law applied.
- E. The arbitrators will not have the authority or right to add to, delete, amend or modify the provisions of this Agreement or any agreement ancillary hereto. All findings, decisions and awards of the arbitrator will be limited to the dispute(s) set forth in the written demand for arbitration, and the arbitrator will not have the authority to decide any other issues. The arbitrator may not under any circumstance: (i) stay the effectiveness of any pending termination; (ii) assess punitive, speculative, or exemplary damages; (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Taco Bell in good faith; (iv) compel Taco Bell to grant an additional license(s) to Franchisee for a claimed wrong; or, (v) to otherwise award any relief other than money damages and prohibitive injunctive relief (specifically excluding affirmative injunctive relief).
- F. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other arbitration proceeding as a precedent; to collaterally estop any party from advancing any claim, defense or from raising any like or similar issues; or, used for any other purpose whatsoever. The parties especially agree that the principles of collateral estoppel will not apply in any arbitration proceeding conducted hereunder.

- G. Any arbitration will be brought on an individual, and not a class-wide basis; provided, however, that Taco Bell will have the right to petition the arbitrator to consolidate this proceeding with any previously filed pending arbitration proceeding, and the arbitrator will consolidate such proceedings if they determine that the proceedings involve common issues of law and fact that predominate over any questions solely affecting the individual franchisees, and such consolidation will not materially delay or cause undue hardship to the franchisees who are parties to the already pending proceeding.
- H. Notwithstanding the foregoing, the following disputes and controversies between Taco Bell and Franchisee will not be subject to arbitration but will be subject to litigation in accordance with Section 10(J) below: (i) any dispute involving payment of any amounts due Taco Bell; (ii) any dispute involving immediate termination of this Agreement; or (iii) any judicial proceeding in equity seeking temporary restraining orders, preliminary injunctions or other interlocutory relief.
- I. In any arbitration or action arising out of or related to this Agreement, the arbitrators or court shall award to the prevailing party, if any, the costs, attorneys' fees and arbitrators' fees reasonably incurred by the prevailing party in connection with the arbitration or action.

If the arbitrators or court determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrators or court may award the prevailing party an appropriate percentage of the costs, attorneys' fees and arbitrators' fees reasonably incurred by the prevailing party in connection with the arbitration.
- J. Subject to the provisions of Section 10(H) above, the parties agree to institute any litigation that they may commence arising out of or related to this Agreement exclusively in a court of competent jurisdiction which is either a federal or state court located in Orange County, California. The parties agree that any dispute as to the venue for any litigation they institute will be submitted to and resolved exclusively by either a federal court or state court located in Orange County, California and promise not to commence against the other any court proceeding concerning such matters in any other courts. The parties hereby waive and covenant never to assert or claim that this jurisdiction and venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of *forum non conveniens*).
- K. The parties shall maintain the confidential nature of the action or arbitration proceeding and the Award, and not to disclose any such information to any third party other than legal counsel, who Franchisee agrees to require to maintain the confidentiality thereof, except as may be necessary to prepare for or conduct the arbitration hearing or action on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

11. MISCELLANEOUS.

- A. None of Franchisee's rights or obligations herein is assignable.
- B. The parties shall keep all of the terms of this Agreement strictly confidential, so long as this Agreement is in effect.
- C. This Agreement may not be modified or amended except by a written document, signed by all parties, specifically referring to the portion of this Agreement being amended and modified.
- D. All notices to be given hereunder shall be in writing and shall be deemed given when first received or tendered during normal business hours for the locale of the addressee at the

appropriate address set forth below, or such other address as one party may hereafter provide to the other with not less than three (3) business days' notice.

If to Taco Bell:
Taco Bell Franchisor, LLC
1 Glen Bell Way
Irvine, CA 92618
Attn: General Counsel

If to Franchisee:

- E. Terms of gender and captions as used in this Agreement are strictly for convenience and shall have no bearing on its construction.
- F. No waiver by either party of any breach, default or unfulfilled condition shall be deemed a waiver of any subsequent or other breach, default or unfulfilled condition. No waiver shall be effective unless in writing and signed by an authorized signatory of the waiving party.

IN WITNESS WHEREOF, the parties hereto through their duly authorized signatories have caused this Agreement to be executed and delivered as of the Effective Date.

FRANCHISEE

[insert name of Franchisee]

TACO BELL FRANCHISOR, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Shareholders or Members of Franchisee

[Type name]

Date: _____

SCHEDULE "A"
DEVELOPMENT SCHEDULE

| Time Period | Development Territory | Cumulative Net New Restaurants Required by End of Each Time Period |
|--------------------|------------------------------|---|
| | | |
| | | |
| | | |

**SCHEDULE B
DEVELOPMENT TERRITORY**

Each of the following is a Development Territory:

EXHIBIT D

RELEASE

Taco Bell Unit No. , city, state

RELEASE

This RELEASE is made on DATE, by the undersigned franchise applicant.

In consideration of the franchise(s) to be issued to the undersigned franchise applicant (the "undersigned") for the proposed TACO BELL restaurant(s) listed above, each of the undersigned hereby waves, releases, and forever discharges Taco Bell Franchisor, LLC, a Delaware limited liability company, its affiliated entities, including without limitation Taco Bell Franchise Holder 1, LLC, a Delaware limited liability company and, Taco Bell Corp., a California corporation, (collectively, the "Releasees"), and all of the Releasees' officers, directors, employees, agents, attorneys and representatives, as well as each of its and their parents, subsidiaries and affiliates from any and all claims, demands, liabilities or causes of action in law or in equity of whatsoever nature arising prior to and including the date hereof, known or unknown, suspected or unsuspected, which the undersigned now has or may hereafter have by reason of any act, omission, event, deed or course of action having taken place, or having been omitted, or on account of or arising out of any franchise or lease agreement or any other agreement between the undersigned and any of the Releasees and/or any of its or their parents, subsidiaries or affiliates occurring prior to the date of this Release, except as may be prohibited by law, including claims arising from representations in the Franchise Disclosure Document of Taco Bell Franchisor, LLC, and any exhibits or amendments thereto. **It is expressly acknowledged by the undersigned that any and all rights granted under Section 1542 of the California Civil Code are hereby expressly waived.** Such statute reads as follows:

"Section 1542.

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

In addition, the undersigned hereby warrants and represents to the Releasees and Yum! Brands, Inc. ("Yum") that the undersigned has never assigned to anyone any claim of the undersigned's against the Releasees or against any of the Releasees' subsidiaries or against Yum, whether for damages or any other form of relief.

Name of [insert entity]

By: _____

Title: _____

Franchisee's name

Franchisee's name

Franchisee's name

BY SIGNING THIS RELEASE YOU ARE GIVING UP ANY CLAIMS YOU MAY HAVE OR HAD AGAINST THE RELEASEES OR ITS AFFILIATES INCLUDING YUM OR ANY OF THEM, INCLUDING CLAIMS UNRELATED TO THIS PROPOSED DEVELOPMENT OR MATTER. PLEASE CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

EXHIBIT E

RELATIONSHIP AGREEMENT, LETTER OF CREDIT, AND GUARANTY

RELATIONSHIP AGREEMENT

THIS RELATIONSHIP AGREEMENT (the “Agreement”) is dated this _____ day of _____, _____ between:

the following persons and entities (“Obligors”): _____; and

Taco Bell Franchisor, LLC (“Franchisor”), having its principal place of business at 1 Glen Bell Way, Irvine, California 92618.

WHEREAS Obligors own or hold an interest or perform a role or function in [Name of Franchisee] (“Franchisee”) and want Franchisor to grant to Franchisee, now and in the future, franchise agreements (the “Franchise Agreements”) permitting Franchisee to use Franchisor’s Trademarks, System, and Manual to operate Taco Bell branded restaurants at various locations (the “Restaurants”); and

WHEREAS Obligors agree to execute this Agreement, containing the terms, conditions, rights, and obligations stated below, in favor of Franchisor specifically to induce Franchisor to grant the Franchise Agreements to Franchisee;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

The following terms shall have the following meanings:

- A. “Change in Control” means, with respect to any entity, the acquisition by any person or entity, either directly or indirectly, of (i) the right to exercise control (either alone or with one or more other persons or entities) with respect to such entity or any board of directors or similar governing body of such entity, whether through the acquisition of voting securities, by contract or otherwise, (ii) equity interests representing more than fifty percent (50%) of the outstanding equity interests in such entity, or (iii) all or substantially of the assets of such entity.
- B. “Confidential Information” means all information concerning the business, operations, finances, trademarks, system, or franchise enterprise of Franchisor that Franchisee obtains from any source or that Franchisor or its directors, officers, employees, or other representatives provide or make available to Franchisee. It includes the foregoing information obtained, provided, or made available anywhere in the world, and, retrospectively, the foregoing information obtained, provided, or made available before execution of this Agreement. It includes the foregoing information in any form or media, whether oral, written, visual (such as information illustrated by, or derived by inspecting, product, equipment, materials, structures, or processes), numbers or figures, information tables or databases,

graphics, illustrations, and computer files, records, and memory. Confidential Information further includes both the original information and all copies, reproductions, extracts, or derivative forms of such information, in whole or in part, such as notes, summaries, reports, analyses, data, and charts. Finally, for the avoidance of doubt, the term “Confidential Information” specifically includes sales, product, supply, and volume data, trade secrets, proprietary information, know-how, techniques, methods, processes, procedures, specifications, recipes, ingredients, product information, financial information, systems, strategies, plans, and any other information or data concerning the research, development, production, sale, or marketing of food products or the operation of a restaurant business.

- C. “Manual” means all manuals, notices, correspondence, and other information that Franchisor may publish or provide from time-to-time in any form or media, including written or printed material, computer data, programs, and files, and on-line information, memorializing the standards, policies, procedures, rules, guidelines, techniques, and know-how related to the System.
- D. “Principal Operator” has the meaning ascribed in Franchisor’s Principal Owner & Operator Policy.
- E. “System” means all standards, policies, procedures, rules, guidelines, techniques, and know-how, including all trade secrets, copyrights, patents, and other intellectual property, concerning the operation of a Taco Bell branded restaurant business.
- F. “Trademarks” means all trademarks licensed in the Franchise Agreements.

II. OBLIGORS’ DIRECT OBLIGATIONS

- A. **Agreement to Use Reasonable Efforts:** Each Obligor agrees:
 - 1. to use its, his or her reasonable efforts (including the exercise of any voting, control, or management rights) at all times to cause Franchisee to comply timely and fully with all obligations under the Franchise Agreements; and
 - 2. to perform no act (including the exercise of any voting, control or management rights) or omission, in each case that would cause, or would reasonably be expected to cause, a breach of, or other default in, any obligation of Franchisee under the Franchise Agreements;
 - 3. provided, however, that no Obligor shall be required by this Section II(A) to perform any act prohibited by applicable law.
- B. **Agreement Regarding Specific Acts:** Each Obligor agrees not to perform, and not to cause Franchisee to perform, any of the following acts or omissions:

1. sub-license to anyone, or otherwise permit or authorize anyone other than Franchisee to use, the Trademarks, System, Manual, or any part thereof;
2. with respect to the Trademarks, (i) claim any right, title, or interest in or to the Trademarks, (ii) contest or aid in contesting, directly or indirectly, the validity, ownership, or use of the Trademarks, (iii) take any action in derogation of Franchisor's rights to the Trademarks, or (iv) use the Trademarks in any manner other than in strict compliance with the Manual or as expressly approved by Franchisor in writing from time to time;
3. claim any right, title, or interest in or to the System, the Manual, any information or materials included in the System or Manual, or any goodwill associated with the Trademarks (whether now or accreting hereafter, including any goodwill resulting from operation and promotion of the Restaurants);
4. offer for sale from any Restaurant any food, beverages, or products other than those expressly described in the Manual or approved in writing by Franchisor, or offer such food, beverages, or products for sale from somewhere other than the Restaurant premises, or under or in connection with any trademark or service mark other than the Trademarks without Franchisor's prior written approval;
5. speak or make statements, whether public or private, on behalf of the Franchisor, the Taco Bell Brand, or the Franchise System without Franchisor's prior written approval;
6. use the Trademarks or refer to Franchisor, the System, or the products or services of the System, in each case, in any oral or written statement or material that, in Franchisor's judgment, may be in bad taste or inconsistent with Franchisor's public image, or may tend to bring disparagement, ridicule, or scorn upon Franchisor, the System, the products or services of the System, the Trademarks, or the goodwill associated therewith;
7. transfer, assign, encumber, or grant any security interest, in any way, in or to the Franchise Agreements without Franchisor's prior written approval;
8. during the term of this Agreement and for the period set forth in Section III(A) of this Agreement, directly or indirectly engage in, acquire any financial, beneficial or equity interest in, or perform any services for any Quick-Service Restaurant Business, any Mexican Casual Dining Business or any Mexican Quick Casual Dining Business anywhere in the world, other than the Restaurants or any Yum! Brands concept; provided that, in the case of any natural person, the restrictions set forth in this Section II(B)(8) shall not apply to (x) passive investments in any commingled investment fund or

vehicle managed by a third party manager (exclusive of any Obligor) so long as such individual's direct and indirect interests in any business otherwise prohibited by this Section II(B)(8) comprises less than five percent (5%) of the outstanding equity in such business and so long as such individual has no rights to participate in the management of any investment of such commingled investment fund or vehicle and (y) passive investments in any publicly traded securities of any public company (up to a cap of one percent (1%) of such public company's outstanding securities of that class or type) (collectively the "**Permissible Activities**").

- C. **No Change in Corporate Structure:** Each Obligor represents and warrants to Franchisor that Schedule 1 (Organizational Chart) to this Contract is a true and correct illustration of Franchisee's corporate structure, including all Franchisee's direct or indirect parent, subsidiary, and sister companies (or other entities) and all individual shareholders (except holders of investment fund units). Each Obligor agrees to not permit any change to the corporate structure and other information illustrated in Schedule 1, whether by sale, transfer, or otherwise, without Franchisor's prior written approval.
- D. **No Transfer of Interest:** Each Obligor represents and warrants to Franchisor that Schedule 2 (List of Franchisee's Direct & Indirect Shareholders & Ownership Interests) is a true and correct identification of the holder of all direct and indirect equity interests in Franchisee and each Obligor that is an entity on the date of this Agreement. Each Obligor agrees not to sell, gift, or otherwise transfer to any other person or entity, in any way, without Franchisor's prior written approval, any interest or share identified in Schedule 2. Each Obligor agrees not to cause or permit the sale, gift or other transfer to any other person or entity, in any way, without Franchisor's prior written approval, of any interest or share identified in Schedule 2, provided that, without limiting the generality of the provisions set forth in Section II(C), Individual Investors may transfer such interests to any Qualified Transferee (as defined below) in one or more transactions that are in compliance with all applicable laws (including securities laws) and Section III(B) of this Agreement.

For purposes of this Agreement, a "**Qualified Transferee**" is a person or entity that (i) is not named on any of the two lists maintained by the U.S. Department of Commerce (Denied Persons and Entities) or the list maintained by the U.S. Department of Treasury (Specially Designated Nationals and Blocked Persons) or any of the two lists maintained by the U.S. Department of State (Terrorist Organizations and Debarred Parties) or a person described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibited Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001), (ii) is not directly or indirectly engaged in, or the holder of any financial, beneficial, or equity interest in, or performing any services for any Quick-Service Restaurant Business, Mexican Casual Dining Business, or Mexican Quick Casual Dining Business, other than the Restaurants, except

pursuant to Permissible Activities, and (iii) will not, as a result of a such transfer, obtain control of any Obligor, or a direct or indirect interest in Franchisee (together with its affiliates) in excess of 10% of Franchisee's outstanding equity.

E. **No Change of Control:** Each Obligor agrees that, without Franchisor's prior written approval, there shall be no Change in Control of any of the following Obligors: [INSERT RELEVANT ENTITIES' NAMES].

F. **Principal Operator/Substantially Full Time:** Each Obligor agrees (and with respect to clause (ii), the Principal Operator agrees and each other Obligor acknowledges) that (i) the Restaurants will be operated at all times under the supervision, management, and control of the Principal Operator, (ii) the Principal Operator and each of Franchisee's officers, management employees, and above-store-level employees shall devote substantially all his or her working time to supervising, managing, and controlling the Restaurants, and shall not engage in any other business or enterprise, and (iii) the Principal Operator shall not be changed, and no other person shall perform the role of Principal Operator, without Franchisor's prior written approval.

G. **Agreement Applies to All Restaurants:** Each Obligor agrees that this Agreement and the Obligors' obligations hereunder apply to all Restaurants that Franchisee owns or operates, or in which any Obligor owns any direct or indirect interest, whether now or in the future. [If Holdings causes any newly acquired or developed Restaurant to be held by a new entity, Holdings shall cause written notice thereof to be delivered to Franchisor and, upon such new entity becoming party to a Franchise Agreement, such entity shall be deemed a "Franchisee" for all purposes hereunder.]

H. **Confidentiality:** Each Obligor agrees:

1. to take all measures necessary to maintain the confidentiality, secrecy, and security of all Confidential Information, including establishing processes and procedures to prohibit and prevent the disclosure of Confidential Information by all Franchisee's directors, officers, employees, agents, and other representatives, and not to disclose any Confidential Information to any person or entity without Franchisor's prior written approval;
2. to not use or adapt any Confidential Information for any purpose other than managing Franchisee and operating Franchisee's business;
3. that Franchisor owns and shall continue to own (a) any approved copies, reproductions, extracts, or derivative works of Confidential Information, and (b) any developments, conceptions, inventions, patents, copyrights, trademarks, or other intellectual property that in any way includes, is derived from, or is based upon Confidential Information (either in whole or in part, and either directly or indirectly), and that upon Franchisor's request

Obligors will execute and cause Franchisee to execute all assignments and other documents necessary to memorialize such ownership; and

4. upon Franchisor's demand and at its option, upon termination of the Franchise Agreements or an Obligor ceasing to hold a direct or indirect equity interest in Franchisee, to return to Franchisor or destroy all Confidential Information in any form (including all copies, reproductions, extracts, or derivative works) and certify in writing to Franchisor that the company complied "fully and completely" with such obligation.

I. **Organizational Documents:** Each Obligor represents and warrants to Franchisor that it has delivered to Franchisor as of the date hereof a true, correct and complete copy of its certificate of incorporation or formation or partnership (or like document), bylaws, partnership agreement and/or limited liability company agreement (and any similar document), as applicable. Each Obligor understands and acknowledges that any amendment or modification of any such documents shall require Franchisor's prior written consent, and no Obligor shall cause or permit any such amendment or modification in the absence of Franchisor's prior written consent.

J. **Letter of Credit:** Taco Bell acknowledges that Franchisee has delivered to Taco Bell a letter of credit issued by [●] in the aggregate amount of \$[●] (the "**Letter of Credit**"). Each Obligor acknowledges and agrees that Franchisee shall continue to provide the Letter of Credit during the term of this Agreement, provided that the amount of the Letter of Credit required hereunder may change from time to time in accordance with Exhibit A attached hereto. The Letter of Credit names Taco Bell as a beneficiary, expressly allows Taco Bell to draw upon it in any amount up to the total amount of the Letter of Credit at any time and from time to time in accordance with its terms by delivering to the issuer notice that Taco Bell is entitled to draw thereunder, and is otherwise in form and substance satisfactory to Taco Bell as determined by Taco Bell in its sole discretion. The Letter of Credit will provide that, if any franchise fees, marketing fees, royalties or other financial obligations due from Franchisee to Taco Bell or its affiliate or designee are or become in arrears, Taco Bell shall have the right and ability (but not the obligation) to draw down immediately on the Letter of Credit an amount equal to its good faith estimates of those franchise fees, marketing fees, royalties or other financial obligations so in arrears (provided that Taco Bell shall promptly refund or otherwise credit to the account of Franchisee any overages). Nothing herein shall prevent Taco Bell from drawing down additional funds in the amount of additional arrearages that arise in such fees, royalties or other financial obligations. In the event that the Letter of Credit lapses or otherwise ceases to be effective, or if the amount of the Letter of Credit required hereunder shall change as determined pursuant to Exhibit A, Obligors shall as promptly as practicable (but in any event within (i) 2 business days in the event that the Letter of Credit lapses or otherwise ceases to be effective, or (ii) 10 business days for a change in the amount of the Letter of Credit required as determined pursuant to Exhibit A) cause there to be

issued one or more substitute letters of credit on substantially identical terms or on such other terms as are satisfactory to Taco Bell as determined by Taco Bell in its sole discretion.

- K. **Breach of Franchise Agreements:** Each Obligor acknowledges and agrees that any breach of any obligation stated in this Section II of this Agreement shall be a fundamental default in the Franchise Agreements entitling Franchisor to terminate such Franchise Agreements immediately upon notice pursuant to Clause 15 thereof.
- L. **Taco Bell Purchase Option:** In the event (i) any change in the corporate structure of any Obligor or Franchisee (as compared to that set forth on Schedule 1 attached hereto) occurs without Taco Bell's prior written approval to the extent required in this Agreement, or (ii) no successor Principal Operator is timely designated (upon the departure of the Principal Operator named above or any approved successor thereafter) who meets with Taco Bell's then current standard criteria (the "**Criteria**") for approval, Taco Bell (in addition to all of its other remedies under this Agreement, the Franchise Agreements, at law and in equity) or any party designated by Taco Bell shall have the option (the "**Option**"), at Taco Bell's election, to (A) purchase for cash all of the outstanding equity interests in Franchisee from Holdings (or any of its direct or indirect subsidiaries), (B) purchase for cash all of the Restaurants from Franchisee (or any of its direct or indirect subsidiaries), or (C) take no such action. Any such purchase shall be at a price equal to ninety five percent (95%) of the Fair Market Value (as defined on Exhibit B) of such equity interests or Restaurants, as applicable, as of the time of exercise (taking into account, among other things, the consideration paid in similar transactions involving similar types of businesses of like size). In the event that Holdings and Taco Bell are unable to agree to terms for such purchase within ninety (90) days of Taco Bell's exercise of its Option, then Taco Bell may (in its sole discretion) rescind its exercise of the Option or require that the purchase occur as set forth in Exhibit B attached hereto. The parties shall use commercially reasonable efforts to close any acquisition contemplated hereby within sixty (60) days from the date of the determination of Fair Market Value. In the event that Taco Bell exercises its Option pursuant to this Section II(L), the guarantees in support of the Franchise Agreements shall continue in full force and effect with respect to all obligations guaranteed thereby due to Taco Bell for periods prior to the closing of such purchase by Taco Bell or such designated party.
- M. **Acquisition and Development:** Each Obligor hereby represents and warrants that it is acquiring direct or indirect interests in the Restaurants for investment purposes, with the purpose of seeking to improve the operations of the Restaurants, and to develop new Taco Bell branded restaurants, and not with a view toward acquiring additional existing Taco Bell branded restaurants during the six (6) month period after the date hereof. Each Obligor covenants that prior to the date that is six (6) months after the date hereof it will not (and will cause its subsidiaries and Franchisee not to) enter into any agreement (including letter of intent or similar agreement) or make or accept any offer (including any non-binding or preliminary

offer or indication of interest) to, or otherwise agree to, or undertake any negotiations with a view to, acquire existing Taco Bell branded restaurants from any party other than Taco Bell except with the prior written approval of Taco Bell, which may be granted or withheld in Taco Bell's sole discretion. In addition, each Obligor agrees, in connection with any discussion prior to the date that is six (6) months after the date hereof regarding any possible acquisition of existing Taco Bell branded restaurants, that it will notify such other person or entity of the restrictions set forth in this Section II(M). Each Obligor understands and acknowledges that Taco Bell will not consent to or approve of any acquisition of additional Taco Bell branded restaurants by Franchisee or its affiliates prior to the date that is six (6) months after the date hereof and that any such acquisition after such date shall be subject to the prior written approval of Taco Bell, which may be granted or withheld in Taco Bell's sole discretion.

- N. **System**. Each Obligor represents to Taco Bell that Franchisee has installed and participates in the e-Restaurant program (the "**BOH System**"), and that the BOH System is fully installed in each of the Restaurants. Each Obligor acknowledges and agrees that Franchisee shall be required to use and maintain the BOH System at each of the Restaurants for at least twenty-four (24) months after the date the BOH System was installed at each such Restaurant. In the event that Franchisee fails to install, use or maintain the BOH System in all of the Restaurants, Franchisee shall be subject to a penalty in the amount of \$60,000.00, without deduction or set-off for any number of installations or partial compliance, which amount in whole represents both a penalty and liquidated damages to Taco Bell for such non-compliance. Further, such non-compliance shall constitute a default under each of the Franchise Agreements with respect to the Restaurants, without regard to any partial compliance at the respective Restaurant.
- O. **Board of Managers**: Each Obligor that is a direct or indirect subsidiary of Holdings agrees to require each member of its board of managers or board of directors (including any board observer) or any similar governing body to enter into a confidentiality agreement with Taco Bell on a form reasonably acceptable to Taco Bell, and shall enter into a written agreement with Taco Bell (as part of such confidentiality agreement or in such other form as is reasonably acceptable to Taco Bell) to abide by the provisions set forth in Section II(B)(8) of this Agreement as if such person is an "Obligor" hereunder for so long as such person serves as a member of such board of managers or board of directors or other similar governing body (or an observer thereof) and for a period of one year thereafter.
- P. **Indebtedness**: Other than with respect to indebtedness entered into in connection with the Transaction on or about the date hereof (including any facility or line of credit), each Obligor agrees that it shall not permit Franchisee or Holdings, or any other Obligor or entity with respect to which the Franchisee and its assets and business comprise ten percent (10%) or more of such Obligor's or other entity's assets, to (a) incur indebtedness for borrowed money in an aggregate amount exceeding \$1,000,000, or (b) guaranty any indebtedness of any person or entity other than a wholly-owned subsidiary, without in each case (a) and (b) obtaining

the prior consent of Franchisor. It is expressly understood and agreed by the Obligors and Franchisors that the requirements of this Section II(P) are in addition to any transfer restrictions set forth in the Franchise Agreements (including, with respect to the Taco Bell Franchise Agreements, Section 13 thereof).

III. GENERAL

- A. **Survival and Release.** Franchisor agrees to release any Obligor from its, his or her prospective obligations under this Agreement upon the expiration of one year following such Obligor's approved sale or disposition of all its, his or her direct or indirect interests in Franchisee, unless (1) such Obligor retains a management, supervisory or other controlling or decision-making position or role in Franchisee or its direct or indirect parent entity or (2) a breach or default in this Agreement, a Franchise Agreement or any guaranty in support of this Agreement or a Franchise Agreement then exists, in which case the effectiveness of the Agreement with respect to such Obligor shall be extended until all such defaults have been cured.
- B. **No Initial Public Offerings or other Distributions of Securities.** Each of the Obligors hereby covenants that it shall not cause, assist or permit any of the Obligors or the Franchisees (i) to make a public offering or broadly disseminated general private distribution of its debt or equity securities or (ii) to register its debt or equity securities with or otherwise become required to file reports with the Securities and Exchange Commission or (iii) to voluntarily file reports with the Securities and Exchange Commission. Under no circumstances shall any of the Obligors or the Franchisees cooperate with any attempt by any person or entity to make a public offering or broadly disseminated general private distribution of any direct or indirect ownership interest in any such Obligor or Franchisee or supply any information about the operations or business of the Franchisees to any federal or state agency or instrumentality in connection therewith, and each of the parties shall promptly inform the Franchisor if the party becomes aware of any such attempt.

IV. MISCELLANEOUS

- A. Any notice or other communication required or permitted under this Agreement shall be in writing addressed to the addressee at the address specified in Schedule 3 to this Agreement (or such other address as is specified in writing by the addressee) by nationally recognized courier and will be deemed received by the addressee on the date of delivery.
- B. This Agreement will enure to the benefit of Franchisor, its successors and assigns and may be assigned by Franchisor to any other party without Obligors' prior approval.
- C. No Obligor may assign any of its, his or her rights or obligations under this Agreement.

- D. The delay or failure of Franchisor to exercise any right or remedy pursuant to this Agreement will not operate as a waiver of the right or remedy. All rights and remedies under this Agreement are cumulative and the exercise of one right or remedy will not limit the exercise of any other right or remedy.
- E. This Agreement may be amended, modified, or revised only in writing signed by Franchisor and Obligors.
- F. This Agreement, all relations between the parties, and, any and all disputes between Obligor and Franchisor, whether such disputes sound in law, equity or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the laws of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York, and the provision would be enforceable under the laws of the state in which the greatest number of Restaurants are located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity or similar law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law. The parties agree to submit to the exclusive jurisdiction of the courts of California.
- G. The obligations of Obligors under this Agreement shall be joint and several and shall survive the expiration or termination of the Franchise Agreement(s) and/or this Agreement in accordance with their terms as set forth herein.
- H. This Agreement, the Guaranty and the Franchise Agreements set forth the entire agreement and understanding of the parties hereto with respect to the matters contemplated hereby and supersede and replace any and all prior agreements, arrangements and understandings, written or oral, among the parties relating to the subject matter hereof. To the extent any provision of this Agreement expressly modifies a provision of any Franchise Agreements, such Franchise Agreements shall be deemed to have been modified as set forth herein, and in the event of any conflict between the provisions of this Agreement and any such Franchise Agreements, this Agreement shall govern and control to the extent of such conflict. Except as set forth in the prior sentence, the provisions of each Franchise Agreement are hereby ratified by each of Franchisee and Franchisors and shall continue in full force and effect.
- I. Each Obligor represents to Franchisor that:
 - 1. it (or he or she) has reviewed this Agreement with the assistance of independent legal counsel and understands and accepts the terms and

conditions of this Agreement and the nature and extent of its (or his or her) obligations under this Agreement; and

2. it (or he or she) has relied upon its (or his or her) own investigations and judgment in entering this Agreement and has not relied upon any inducements, representations or warranties other than as stated in the Franchise Agreement.

[SIGNATURE BLOCKS]

GUARANTY

THIS GUARANTY (this "Guaranty") is dated this ____ day of _____, 20__ between:

the following persons and entities ("Guarantors"): _____;
and

Taco Bell Franchisor, LLC ("Franchisor"), having its principal place of business at 1 Glen Bell Way, Irvine, California 92618.

WHEREAS Guarantors own or hold some interest or perform some role or function in [Name of Franchisee] ("Franchisee"), and want Franchisor to grant to Franchisee franchise agreements (the "Franchise Agreements") permitting Franchisee to use Franchisor's Trademarks, System, and Manual in the operation of Taco Bell branded restaurants at various locations (the "Restaurants");

WHEREAS Franchisor, Franchisee and certain other parties named therein have entered into a certain Relationship Agreement, dated as of ___, 201__ (the "Relationship Agreement") whereby Guarantors and such other parties have agreed to undertake certain obligations in favor of Franchisor and effect certain modifications to the Franchise Agreements as more fully set forth therein; and

WHEREAS Obligors and Guarantors agree to execute this Guaranty, containing the terms, conditions, rights, and obligations stated below, in favor of Franchisor specifically to induce Franchisor to grant the Franchise Agreements to Franchisee and enter into the Relationship Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GUARANTORS' GUARANTY OF FRANCHISEE'S OBLIGATIONS

1. Each Guarantor, jointly and severally, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to Franchisor the due and punctual payment of all moneys due, whether by demand, acceleration or otherwise, under the Franchise Agreement(s) and the due and punctual performance by Franchisee of all of Franchisee's obligations and liabilities under the Franchise Agreement(s).
2. The guaranty in Clause 1 will be an absolute, unconditional and continuing guaranty of payment (and not merely of collectability) and performance on Guarantors' part and will not be abrogated, released, affected or discharged by, and Guarantors waive any notice with respect to:
 - (a) Franchisor granting to Franchisee any forbearance, concession, indulgence or waiver in respect of any obligation or liability under the Franchise Agreement(s);

- (b) Any change or amendment to the Franchise Agreement(s);
 - (c) The occurrence of any termination event under, or termination of, the Franchise Agreement(s);
 - (d) Any sale, transfer or assignment of the Franchise Agreement(s), or any interest therein, or any interest or share in Franchisee;
 - (e) Any reconstruction, amalgamation or other material change in the structure or financial condition of Franchisee;
 - (f) The Guaranty not being binding upon or enforceable against a Guarantor;
 - (g) Franchisor's neglect or forbearance to enforce any rights under the Franchise Agreement(s) or this Guaranty;
 - (h) Any other act, event or omission that otherwise would abrogate, release, affect or discharge Guarantors' liability under the Guaranty;
 - (i) any lack of capacity or authority of Franchisee or any lack of validity, regularity or enforceability of any provision of any Franchise Agreement or other agreement relating to the obligations under the Franchise Agreement(s); or
 - (j) any release or amendment or waiver of, or consent to depart from, any other Guarantor or any other guaranty or support document, or any exchange, release or non-perfection of any collateral, for all or any of the Franchise Agreement(s) or obligations arising thereunder.
3. Each Guarantor shall be jointly and severally liable to Franchisor under the Guaranty as principal debtors and Franchisor may enforce the Guaranty without first taking any other steps or proceedings or having recourse to any other security. Each Guarantor hereby agrees that Franchisor may at its option enforce the entire amount of the obligations due and owing hereunder by Franchisee against Franchisee or any Guarantor. Franchisor may exercise remedies against any Guarantor separately, whether or not Franchisor exercises remedies against any other Guarantor. Franchisor may enforce any Guarantor's obligations without enforcing any other Guarantor's obligations or Franchisee's obligations under this Guaranty or the Franchise Agreement(s), as applicable. Any failure or inability of Franchisor to enforce any Guarantor's or Franchisee's obligations shall not in any way limit Franchisor's right to enforce the respective obligations of any other Guarantor or Franchisee or the Guarantor's obligations under this Guaranty. Guarantors waive any right to require Franchisor to (1) proceed

against Franchisee for any performance or payment by Franchisee, (2) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee, (3) give notice of demand for performance or payment by Franchisee, or (4) exercise diligence in collection or protection of or realization upon any obligations guaranteed under this Guaranty or any security for or guaranty of any such obligations.

4. This Guaranty will apply on a continuing basis to all amounts, liabilities or obligations from time to time outstanding or undischarged under the Franchise Agreement(s). Accordingly, Guarantors will not:
 - (a) exercise in respect of any amount payable by Guarantors to Franchisor hereunder any right or remedy, including, without limitation, subrogation;
 - (b) claim payment or exercise any right or remedy in respect of any monies due to Guarantors by Franchisee; or
 - (c) seek in any liquidation or insolvency proceeding concerning Franchisee any monies due to Guarantors in competition with Franchisor's claims for any monies due to Franchisor.
5. All payments by Guarantors to Franchisor pursuant to this Guaranty shall be in the full amounts due from Franchisee pursuant to the Franchise Agreement(s), including any interest, free and clear of any taxes due or payable on such amounts and without any deduction or set-off.
6. Each Guarantor hereby waives any defense based on suretyship, or any other circumstance which might otherwise constitute a defense to its obligations hereunder and each Guarantor further waives any right or defense it may have at law or equity, in each case other than contractual defenses available to the Franchisee pursuant to validly executed, prior existing written agreements (and, for the avoidance of doubt, excluding defenses based on bankruptcy or insolvency).
7. Each Guarantor further agrees that if at any time all or any part of any payment theretofore applied by Franchisor to any of the obligations of Franchisee under the Franchise Agreement(s) is or must be rescinded or returned by Franchisor for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Franchisee or any Guarantor), such obligations shall, for the purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Franchisor, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Franchisor had not been made.

8. Each Guarantor agrees not to exercise any rights which it may acquire by way of subrogation or by any indemnity, reimbursement or other agreement until all of the obligations hereunder have been indefeasibly paid in full in cash and the Franchise Agreement(s) have been terminated. If any amount shall be paid to any Guarantor in violation of the preceding sentence, such amount shall be held in trust for the benefit of Franchisor and shall forthwith be paid to Franchisor to be credited and applied to the obligations hereunder, whether matured or unmatured.

II. GENERAL

Franchisor agrees to release any Guarantor from its (or his or her) prospective obligations under this Guaranty upon the expiration of one year following such Guarantor's approved sale of all his, her or its direct or indirect interests in Franchisee, unless (1) such Guarantor retains a management, supervisory or other controlling or decision-making position or role in Franchisee or any of its direct or indirect parent entities, or (2) a breach or default in this Guaranty, the Relationship Agreement or a Franchise Agreement then exists, in which case the effectiveness of the Guaranty shall be extended until all such defaults have been cured.

III. MISCELLANEOUS

- A. Any notice or other communication required or permitted under this Guaranty shall be in writing addressed to the addressee at the address specified in the Relationship Agreement (or such other address as is specified in writing by the addressee) by nationally recognized courier and will be deemed received by the addressee on the date of delivery.
- B. This Guaranty will inure to the benefit of Franchisor, their respective successors and assigns and may be assigned by Franchisor to any other party without Guarantors' prior approval.
- C. No Guarantor may assign any of its (or his or her) rights or obligations under this Guaranty.
- D. The delay or failure of Franchisor to exercise any right or remedy pursuant to this Guaranty will not operate as a waiver of the right or remedy. All rights and remedies under this Guaranty are cumulative and the exercise of one right or remedy will not limit the exercise of any other right or remedy.
- E. This Guaranty may be amended, modified or revised only in writing signed by Franchisor and Guarantors.
- F. This Guaranty, all relations between the parties and, any and all disputes between any Guarantor and Franchisor, whether such disputes sound in law, equity or otherwise, are to be exclusively construed in accordance with and/or governed by

(as applicable) the laws of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York, and the provision would be enforceable under the laws of the state in which the greatest number of Restaurants (as defined in the Relationship Agreement) are located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section III(F) is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity or similar law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law. The parties agree to submit to the exclusive jurisdiction of the courts of California.

- G. The obligations of Guarantors under this Guaranty shall be joint and several and shall survive the expiration or termination of the Franchise Agreement(s) and/or this Guaranty.
- H. Each Guarantor represents to Franchisor that:
 - 1. it (or he or she) has reviewed this Guaranty with the assistance of independent legal counsel and understands and accepts the terms and conditions of this Guaranty and the nature and extent of its (or his or her) obligations under this Guaranty; and
 - 2. it (or he or she) has relied upon its (or his or her) own investigations and judgment in entering this Guaranty and has not relied upon any inducements, representations or warranties other than as stated in the Franchise Agreements.

[Signature Page Follows]

EXHIBIT A

LETTER OF CREDIT PROVISIONS

With respect to the fourth fiscal quarter of 20__ and for each fiscal quarter thereafter, Obligors shall submit unaudited consolidated financial statements of Franchisee (including a Balance Sheet, Income Statement, Statement of Cash Flows and Statement of Retained Earnings) to Taco Bell on a quarterly basis, no later than forty-five (45) days following the end of each such fiscal quarter. Obligors shall also submit consolidated financial statements of Franchisee to Taco Bell on an annual basis, beginning with consolidated financial statements for the 20__ fiscal year, that have been reviewed by an independent accounting firm within ninety (90) days after the end of each fiscal year (as required pursuant to the terms of and as more fully set forth in the Franchise Agreements). Based on the financial statements submitted hereunder for the 20__ fiscal year, and thereafter based on the quarterly financial statements submitted hereunder, Taco Bell shall have the right to adjust the required Letter of Credit amount based on the then-current NAFA and Royalty payments and the Rent Adjusted Leverage Ratio and Fixed Charge Coverage Ratio as set forth below, provided that in the event any such annual or quarterly financial statements are not delivered in a timely manner as required hereunder the required Letter of Credit amount shall be the maximum provided for in this Exhibit A.

The required Letter of Credit amount shall be determined as follows:

| Rent Adjusted Leverage Ratio | Required Letter of Credit Amount |
|------------------------------|----------------------------------|
| <5.75 | |
| >=5.75, <6.00 | |
| >= 6.00 | |

and

| Fixed Charge Coverage Ratio | Required Letter of Credit Amount |
|-----------------------------|----------------------------------|
| >1.25 | |
| <=1.25, >1.10 | |
| <= 1.10 | |

The required Letter of Credit amount shall be the highest set forth above. Thus, if for a particular quarter the submitted financial statements demonstrate a Rent Adjusted Leverage Ratio of 5.5, but a Fixed Charge Coverage Ratio of 1.05, then the required Letter of Credit Amount shall be _____.

Notwithstanding any of the foregoing: (A) in the event that any Obligor acquires any additional restaurant(s) at any time, no later than forty-five (45) days following the end of the fiscal quarter in which such acquisition(s) occurred, Obligors shall submit pro forma unaudited consolidated financial statements of Franchisee for such fiscal quarter (including a pro forma Balance Sheet, Income Statement, Statement of Cash Flows and Statement of Retained Earnings) to Taco Bell consolidating such additional restaurant(s), and based on such pro forma quarterly financial

statements, Taco Bell shall have the right to adjust the required Letter of Credit amount based on the then-current NAFA and Royalty payments and the Rent Adjusted Leverage Ratio and Fixed Charge Coverage Ratio as set forth above (based on such consolidated financial statements), (B) in the event any annual or quarterly financial statements are not delivered in a timely manner as required hereunder the required Letter of Credit amount shall immediately become the maximum provided for in this Exhibit A, and (C) if at any time Franchisee fails to make a timely payment to Taco Bell of any monetary obligations owed under any Franchise Agreement after the expiration of any grace period provided for therein, then (1) after the first such late or missed payment the Letter of Credit Amount shall be the greater of (i) \$_____ or (ii) the then-required Letter of Credit Amount, and (2) after the second such late or missed payment the Letter of Credit Amount shall be \$_____.

Taco Bell will use the following formulas to calculate Rent Adjusted Leverage (RAL) and Fixed Charge Coverage (FCCR):

- RAL: All outstanding debt (inclusive of both senior and subordinated loans, drawn balances on credit lines, seller notes, capitalized leases) + 8x annual rent expense, divided by Annualized Earnings before Interest, Taxes, Depreciation, Amortization and Rent*.

*Annualized means EBITDA is projected for partial year performance

- FCCR: Annualized Earnings before Interest, Depreciation, Amortization and Rent, divided by Annualized Interest + Scheduled Debt Amortization ** + Assumed Principal Payments on Revolving Balances and Lines of Credit + Annualized Rent Expense

** Assumes all debt is fully amortizing, and if amortization is non-standard, then the average amortization over the loan term shall be used

Management fees (including ‘Equalization Payments’) and ownership distributions will be deducted from LTM earnings in both calculations. Taco Bell may also add back approved one-time, non-operating expenses.

Taco Bell reserves the right to amend the formulas to calculate RAL and FCCR and to amend the Rent Adjusted Leverage Ratio, Fixed Charge Coverage Ratio and the acceptable ratio ranges associated therewith upon providing written notice to Franchisee to the extent Taco Bell deems reasonably appropriate.

EXHIBIT B

TACO BELL PURCHASE OPTION

If Taco Bell or its designee exercises its option to purchase for cash (A) all of the outstanding equity interests in Franchisee from Holdings (or any of its direct or indirect subsidiaries), or (B) the Taco Bell restaurants from Franchisee (or any of its direct or indirect subsidiaries) (any such entity or entities, the “**Seller**”) under Section II(L) of this Relationship Agreement, “**Fair Market Value**” shall mean the gross fair market value of the equity interests or restaurant(s), as applicable, to be purchased by Taco Bell or its designee (the “**Sale Assets**”), determined as follows:

The gross fair market value of the Sale Assets means the cash price that a willing buyer would pay to a willing seller when neither is acting under compulsion and when both have reasonable knowledge of the relevant facts. The parties shall use commercially reasonable efforts to mutually agree upon the gross fair market value of the Sale Assets. If the parties are unable to so agree within seven (7) business days after the date Taco Bell or its designee delivers written notice exercising its right to purchase the Sale Assets under Section II(L) of the Relationship Agreement, each party shall appoint an appraiser with at least five (5) years prior experience in the appraisal and valuation of quick service restaurants (each, an “**Appraiser**”) within the following seven (7) business days. If either party fails to appoint an Appraiser as set forth above, any Appraiser duly appointed shall serve as the sole Appraiser, and his or her determination of the gross fair market value of the Sale Assets shall be final and binding. The Seller (and its affiliates) shall reasonably cooperate with Taco Bell or its designee and any Appraiser in any review to determine the gross fair market value of the Sale Assets by providing full access to books and records and the full cooperation of its management.

The Appraiser(s) appointed pursuant to the foregoing paragraph shall determine the gross fair market value of the Sale Assets taking into account any liabilities associated with the Sale Assets and recent comparable sales of Taco Bell restaurants between unaffiliated parties (and excluding any transactions in which Taco Bell, its designee or its affiliate acted as either buyer or seller), and shall deliver to each of the parties its written report as to such fair market value within fourteen (14) days. If the higher opinion of value expressed by one Appraiser is not more than one hundred five percent (105%) of the other, the two valuations shall be added together and divided by two, and the resulting quotient shall be the Fair Market Value. If the higher opinion of value expressed by one Appraiser is more than one hundred five percent (105%) of the other, the Appraisers themselves shall appoint a third Appraiser. Within 14 days following its appointment, the third appointed Appraiser shall determine the fair market value of the Sale Assets in the manner described above, and shall deliver to each of the parties its written report as to such fair market value. If the fair market value of the Sale Assets as determined by such third appointed Appraiser is within five percent (5%) of the average of the valuations determined by the two Appraisers selected by the parties, the Fair Market Value of the Sale Assets shall be determined by calculating the average of all three values; otherwise, the Fair Market Value of the Sale Assets shall be determined by calculating the average of the two numerically closest values determined by the Appraisers.

Any valuation determined pursuant to this Exhibit B shall be final and binding upon the parties for all purposes of Section II(L) of the Relationship Agreement, provided, however, that [within 10 business days] of receiving such valuation and the written reports underlying such determination, Taco Bell or its designee shall have the right to withdraw its exercise of its purchase rights under Section II(L) of the Relationship Agreement and not purchase the Sale Assets (it being understood that any such withdrawal shall have no effect on Taco Bell's or its designee's rights under any agreement between the parties, including, without limitation, Taco Bell's or its designee's rights under any agreement between the parties, including, without limitation, Taco Bell's right to terminate Franchise Agreements under Section II(K) of the Relationship Agreement or otherwise). Any purchase by Taco Bell or its designee pursuant to Section II(L) of the Relationship Agreement or this Appendix B shall be on an as-is, where-is basis and sellers' representations shall be limited to representations and warranties customary to a purchase agreement of this nature, including, without limitation, capitalization, organization and standing, power and authority, title and ownership and tax matters.

The Seller shall pay for the services of any and all Appraisers selected by the parties pursuant to this Exhibit B.

SCHEDULE 1

ORGANIZATIONAL CHART

[See attached.]

SCHEDULE 2**LIST OF FRANCHISEE'S DIRECT & INDIRECT SHAREHOLDERS & OWNERSHIP
INTERESTS**

[See attached.]

SCHEDULE 3

NOTICE ADDRESSES

Pursuant to Section IV(A) of this Relationship Agreement, any notice or other communication required or permitted under this Agreement shall be in writing addressed to the addressee at the address set forth herein (or such other address as is specified in writing by the addressee)

If to Taco Bell, addressed as follows:

Taco Bell Franchisor, LLC
1 Glen Bell Way
Irvine, CA 92618
Attention: General Counsel
Email: Julie.Davis@yum.com

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

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Attention: Brian T. May
Email: BMay@mayerbrown.com

EXHIBIT F-1

DEVELOPMENT SERVICES AGREEMENT

DEVELOPMENT SERVICES AGREEMENT

This Development Services Agreement (the "Agreement") is made as of _____, between _____ ("Client"), and Yum Restaurant Services Group, LLC, a Delaware limited liability company ("YRSG").

The project (the "Project") is a [TACO BELL restaurant (the "Restaurant")] [multibrand restaurant (the "Restaurant") comprising BRANDS] (individually a "Brand" and, collectively, the "Brands").

Each such Brand is owned by Yum! Brands, Inc. ("Yum"), a North Carolina corporation and affiliate of YRSG.

This is a contract for:

- Real Estate Services and Construction Services.** The trade area is _____ (Site _____/Entity _____) (the "Trade Area"). **\$35,000**, plus the cost of the ADA Inspection described in section 6.12.
- Real Estate Services only.** The trade area is _____ (the "Trade Area"). **\$10,000**.
- Construction Services only.** The project address is: _____. **\$25,000**, plus the cost of the ADA Inspection described in section 6.12.
- Additional Services** – See Attached Exhibit. _____ . \$_____

ARTICLE 1 **GENERAL PROVISIONS**

YRSG shall furnish certain real estate development and/or construction administration services (as indicated above) in furtherance of the Project. Client shall pay YRSG for such services in accordance with the terms of this Agreement and shall promote cooperation among the persons or consultants employed by Client for the Project, as further described herein. Client acknowledges that in estimating the scope of work and costs in performing construction services YRSG may encounter unanticipated or unknown conditions that may substantially impact the required scope of work and associated costs, and Client agrees that it is solely responsible for any additional required work or increased costs in such event.

ARTICLE 2 **REAL ESTATE SERVICES**

If this Agreement is for Construction Services only, this Article 2 is inapplicable and YRSG assumes no duties, obligations or liabilities pursuant to this Article.

2.1 Real Estate Services by YRSG. YRSG shall perform the Services described in this Article 2 (collectively, the "Real Estate Services") if this Agreement is for Real Estate Services. YRSG does not provide legal services or advice. All legal aspects of Real Estate Services, including legal compliance and all contractual and other document review, are Client's sole responsibility.

- a) conduct a Trade Area analysis for the Restaurant within the Trade Area considering, among other things, competitor performance, demographics, generators and traffic analysis;
- b) identify and evaluate potential sites for the Restaurant within the Trade Area considering, among other things, comparable transactions, market values, access and visibility;
- c) select a site for the Restaurant within the Trade Area with the approval of Client and assist the Franchise Development Leader with registering the site per Brand standards;

- d) prepare a site submittal package as required by each applicable Brand; and
- e) assist with the applicable Brand approval process(es).

2.2 In connection with the provision of **Real Estate Services**, Client agrees as follows:

- a) Client shall furnish YRSG with a list of sites Client has examined in the Trade Area along with a list of any real estate brokers used by Client in such examination, designating which real estate brokers have been consulted on which sites;
- b) If YRSG has used a real estate broker to find a site, Client will support such broker in obtaining a commission from the seller or landlord, as the case may be;
- c) For a period of three (3) years after the execution of this Agreement, Client shall not develop or operate a Yum restaurant on any site presented to Client by YRSG pursuant to this Agreement, except pursuant to the terms of this Agreement or otherwise with the consent of YRSG. A "Yum restaurant" includes any KFC, Pizza Hut, and/or Taco Bell restaurants and any other brand of restaurant then-owned or licensed by Yum! Brands, Inc., YRSG or their affiliates; and
- d) The selection and approval of a site by YRSG or any Brand and/or any affiliate of YRSG, and its acceptance by Client, shall not be construed or implied to be any representation that such site shall generate any specified level of sales or otherwise be profitable for Client. Client accepts all risks connected with the development and operation of the Restaurant at such site.

ARTICLE 3 **CONSTRUCTION SERVICES**

If this Agreement is for Real Estate Services only, this Article 3, with the exception of Section 3.2 which will be provided as part of the Real Estate Services, is inapplicable and YRSG assumes no duties, obligations or liabilities pursuant to this Article, other than the Services provided as part of the Construction Feasibility Phase described in Section 3.2.

3.1 Construction Services. YRSG shall perform the services described in this Article 3 (collectively, the "Construction Services") if this Agreement includes Construction Services. In performing these services, YRSG shall promote cooperation among the Architect (as defined below), the General Contractor (as defined below) and the Client. YRSG does not provide legal services or advice. All legal aspects of such services, including legal compliance and all contractual and other document review, are Client's sole responsibility. All consultants, vendors, suppliers and service providers are subject to YRSG's reasonable approval.

3.2 Construction Feasibility Phase. YRSG shall perform the following Services as part of the Construction Feasibility Phase (if Feasibility Phase is declined by Client, the following services will not be performed):

- a) coordinate with Client's consultants to complete a feasibility summary including a construction and zoning analysis and preliminary on-site investigation of the Project site;
- b) coordinate with Client's consultant to develop a site sketch and assist to obtain Brand approval of same;
- c) Taco Bell's A&D Brand Designer will recommend a building type and equipment package for the Project to Client;
- d) Upon Client's consultant completing a feasibility and on-site investigation, develop the Project budget (building, site, equipment, design and construction costs, and miscellaneous fees); and
- e) develop the Project schedule.

3.3 Design Phase. YRSG shall perform the following Services as part of the Design Phase:

- a) coordinate with Client's Main Consultant (except when identified by another title, "Main Consultant" shall refer to Client's consultant for the specific Phase) to order geo-technical and environmental soils testing and Client's consultant's review of same (with all test costs to be paid by Client when due);
- b) coordinate with Client's Main Consultant to order the completion of an ALTA survey of the property and Client's consultant's review of same (with all survey costs to be paid by Client when due);
- c) manage the Project architect retained by Client (the "Architect"), engineer retained by Client, and Main Consultant and other consultants retained by Client in the preparation of all applicable plans and specifications for the permitting and construction (all design and consulting fees and related costs to be paid by Client when due); and
- d) in connection with the Architect, prepare and monitor the Project schedule for completion of design activities.

3.4 Permit Phase. YRSG shall perform the following Services as part of the Permit Phase:

- a) coordinate with Client's Main Consultant to complete utility company plan submittals (with all utility company fees and deposits to be paid by Client when due);
- b) coordinate with Client's Main Consultant to submit all applicable permit applications (with all permit fees and deposits to be paid by Client when due);
- c) coordinate with Client's Main Consultant to arrange for and manage representation at municipal/public hearings relating to the Project;
- d) coordinate with Client's Main Consultant to manage other consultant activities such as traffic engineers, attorneys and permit expeditors (with all fees and costs to be paid by Client when due); and
- e) coordinate with Client's Main Consultant to prepare and monitor the Project schedule for completion of permit activities. YRSG will maintain an overall project schedule which will include consultant schedule for permitting.

3.5 Construction Management Phase. YRSG shall perform the following Services as part of the Construction Management Phase:

- a) recommend general contractors to bid on the Project;
- b) coordinate with Client's Main Consultant to prepare bid packages and issue an invitation to bid;
- c) coordinate with Client's Main Consultant to conduct one (1) pre-bid meeting and respond to questions by bidders;
- d) prepare bid spreadsheet and analyze the bids with the Client;
- e) make recommendation to Client regarding the successful bidder;
- f) secure a construction contract for execution by Client and the selected contractor (the "General Contractor"), with the reasonable approval of Client and Client's attorney;
- g) coordinate with Client's Main Consultant to conduct one (1) pre-construction meeting with Client and the General Contractor. This meeting may be a (Teams or Zoom) virtual meeting or in-person on-site at YRSG Construction Manager's discretion;

- h) coordinate with Client's Main Consultant to communicate the construction start date to utility companies, applicable government agencies, and the equipment distributor;
- i) monitor progress against the Project schedule, and provide Client with reports of Project progress against the schedule;
- j) conduct up to five (5) meetings (meetings may be a (Teams or Zoom) virtual meeting or in-person on-site at YRSG Construction Manager's discretion) of on-site progress of the Project, in connection with the Architect;
- k) on site monitoring cameras may also be used by YRSG to assist in monitoring onsite activities. The cost of such cameras is excluded from this Agreement;
- l) in connection with the Architect, review change order requests and payment requests from the General Contractor and make recommendations to Client regarding approval of same;
- m) coordinate, with the General Contractor and Restaurant Supply Chain Solutions, LLC, delivery and installation of all equipment required for the Project;
- n) in connection with the Architect, conduct one (1) inspection for substantial completion (RTO), including review of associated punchlist items; and
- o) assist in the "close out" of the Project.

ARTICLE 4 **ADDITIONAL SERVICES**

4.1 **4.1** YRSG may furnish certain additional services, not identified in Articles 2 or 3, at its discretion (the "Additional Services") as requested by Client. The method and amount of compensation shall be based upon an hourly fee of ninety dollars (\$90), or the then applicable standard hourly rate for YRSG services and personnel, or any combination thereof, which shall be agreed to in writing by the parties prior to the commencement by YRSG of the Additional Services.

Additional on-site visits (beyond those identified in Section 3.5), due to circumstances beyond YRSG's control, necessary to complete the Project will be invoiced to Client in the amount of \$1,600 per day on site, provided YRSG is given two weeks' notice to arrange travel to the site.

Necessary on site visits (beyond those identified in Section 3.5), due to circumstances beyond YRSG's control, with less than two weeks' notice will be invoiced to Client in the amount of \$2,000 per day on site.

4.2 If the Project is delayed through no fault of YRSG or if there is a change in a Project which requires an increase in YRSG's personnel committed to the Project or otherwise increases YRSG's costs, then YRSG shall be entitled to an extension of time and/or an increase in its fees, which shall be described in a request that sets forth the basis therefor and includes supporting documentation, to the extent reasonably necessary. Any modifications to the schedule or fees arising from any such request or otherwise shall be reasonably agreed upon between the parties.

4.3 If the parties cannot reach an agreement as to the amount to be paid for such Additional Services or increase in scope, either party may terminate this Agreement with ten (10) business days' notice. In the event of said termination, YRSG will be entitled to fees, compensation and reimbursement for any work previously performed and for its costs of winding down, said amount to be determined by YRSG pursuant to YRSG's then-prevailing standard hourly rates or, if YRSG does not believe such amount to be sufficient in light of the work actually performed, by YRSG in its reasonable discretion.

ARTICLE 5 USE OF YRSG DEVELOPMENT PROCESSES AND STANDARDS

- 5.1** Client acknowledges that it is engaging YRSG to utilize YRSG's development and/or construction processes and standards. Client agrees to comply and abide by such processes and standards.
- 5.2** Client acknowledges and agrees that YRSG will use its business discretion for the benefit of Client. Client expressly authorizes YRSG to approve and/or execute on behalf of Client, as Client's agent, any contract, change order or single expenditure up to \$25,001 without obtaining the express consent of Client. Client shall be obligated and liable with respect to any such contract, or change order and/or expenditure approved or executed by YRSG on Client's behalf pursuant to this Section 5.2.
- 5.3** Client acknowledges and agrees that YRSG will not provide legal services or advice, that YRSG has urged Client to retain counsel at Client's own choosing and expense, and that Client is solely responsible for all legal aspects of any service provided to Client by YRSG pursuant to this Agreement.

ARTICLE 6 CLIENT'S RESPONSIBILITIES

In addition to Client's other obligations described elsewhere in this Agreement, Client shall be responsible for those items set forth in this Article 6 (to the extent applicable to the services being performed by YRSG hereunder).

- 6.1** Client shall provide complete and accurate information in a timely manner regarding the requirements of the Project, including a detailed program which sets forth Client's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- 6.2** Client shall be solely responsible for negotiating and preparing a lease or purchase agreement for the site, as well as preparing all necessary easements, memorandum of lease, and other documents necessary for closing the transaction after all permits are obtained, including recording necessary documents and obtaining title insurance.
- 6.3** If YRSG determines in its reasonable discretion that it is necessary or advisable to obtain the services of additional architects, space planners, engineers, contractors, interior decorators, attorneys and/or other experts and consultants ("Additional Service Providers"), YRSG shall assist in the selection of such Additional Service Providers. Once an Additional Service Provider has been selected, Client shall directly engage and pay such Additional Service Provider, and YRSG shall have no obligation to engage or pay any Additional Service Provider. Notwithstanding the foregoing, YRSG may, on behalf of Client and at Client's expense, and without making a request to Client order or otherwise procure such services, information, surveys or reports as YRSG, in its sole discretion, determines reasonably necessary for completion of the Project. YRSG shall not be responsible for the service, actions, errors, omissions, negligence or misconduct of any Additional Service Provider or others participating in the Project other than YRSG.
- 6.4** Client shall take all steps necessary to qualify for any franchise agreement and other authorization and approvals required to operate the Yum restaurant, including training, providing documents and information and making required payments.
- 6.5** If YRSG is providing Construction pursuant to Article 3 above, as part of the **Construction Feasibility Phase** described in Section 3.2, Client agrees to pay for all aerial photograph fees, consulting fees and other costs within seven (7) days of a request by YRSG.
- 6.6** If YRSG is providing Construction Services pursuant to Article 3 above, at the conclusion of the **Construction Feasibility Phase** described in Section 3.2, Client shall decide upon a building type and equipment package. Client shall also provide YRSG with approval of the Project budget and schedule.

6.7 If YRSG is providing Construction Services pursuant to Article 3 above, as part of the **Design Phase** described in Section 3.3, Client shall perform the following within seven (7) days of request by YRSG:

- a) Client shall retain a geo-technical, environmental and/or soils investigation firm to perform soils testing and investigative services as required for the Project. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. YRSG and Client shall evaluate such tests, and Client, with input from YRSG, shall decide what remedial measures to take, if any; provided that YRSG may, on behalf of Client, take or cause to be taken customary actions in the normal course;
- b) retain the Architect and any additional engineers and other design consultants as required for the Project;
- c) retain a surveyor to furnish metes and bounds surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade including invert and depths. All the information on the survey shall be referenced to a Project benchmark. YRSG, Client's Main Consultant and Client shall evaluate such information, and Client, with input from YRSG, shall decide what remedial measures to take, if any; provided that YRSG may (but is not required to), on behalf of Client, take or cause to be taken customary actions in the normal course;
- d) furnish a title commitment and be solely responsible for reviewing the commitment and objecting to title matters; and
- e) furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by applicable Federal, state or local laws, statutes, ordinances, rules, codes and/or regulations ("Laws"). YRSG and Client shall evaluate such tests, and Client, with input from YRSG shall decide what remedial measures to take, if any; provided that YRSG may (but is not required to), on behalf of Client, take or cause to be taken customary actions in the normal course.

6.8 All services, information, surveys and reports shall be furnished at Client's expense, and YRSG shall be entitled to rely on the accuracy and completeness thereof. Moreover, YRSG may, on behalf of Client, without making request of Client, and at Client's expense, order or otherwise procure such services, information, surveys or reports as YRSG, in its sole discretion, determines reasonably necessary.

6.9 Client shall be solely responsible to:

- a) conduct crime surveys and gather other information pertinent to employee and customer security; and
- b) determine the type and level of security measures, including, without limitation, safes, alarms and surveillance systems for the Restaurant.

6.10 If YRSG is providing Construction Services pursuant to Article 3 above, as part of the Permit Phase described in Section 3.4, Client shall perform the following within ten (10) days of a request by YRSG:

- a) through its civil engineer, provide an accurate and complete set of utility company plan submittals;
- b) complete all necessary permit applications necessary to enable the construction of the Project to proceed; and

- c) retain the services of consultants, traffic engineers, attorneys or other expediters required to achieve permit approvals.
- 6.11** As part of the **Construction Management Phase** described in Section 3.5 above, Client shall perform the following within ten (10) days of a request by YRSG:
- a) Client shall enter into a contract with the General Contractor for the construction of the Project. The standard form construction contract provided by YRSG shall be the basis for such contract with the General Contractor. Client shall also enter into purchase orders for the procurement of all equipment and furnishings required for the Project (except to the extent they will be procured by the General Contractor). All construction and procurement costs shall be paid by Client when due;
 - b) through its representatives, including the Architect and any other design consultants retained by Client, furnish the required information and services, and render approvals and decisions as expeditiously as necessary for the progress of the work of the General Contractor. All architectural and consulting fees required hereunder shall be furnished at Client's expense; and
 - c) retain the services of Additional Service Providers as required for the Project. Any such services required hereunder shall be furnished at Client's expense.
- 6.12** Client shall be solely responsible for a post construction Americans with Disabilities Act ("ADA") inspection of each Project (an "ADA Inspection"). Each ADA Inspection shall determine whether the Project complies with the ADA. The inspection shall be completed by a YRSG authorized consultant and a charge of \$2,250 shall be added to this Agreement to insure the Project complies with ADA requirements. YRSG shall order the inspection and shall use the \$2,250 to pay for the inspection. If the inspection exceeds \$2,250, Client shall be solely responsible to pay any amount exceeding said amount. Should the inspection cost less than \$2,250, any remaining funds shall be returned to Client. The \$2,250 charge shall be waived in those states where the state performs an ADA inspection. If a state charges a fee for an ADA inspection, the Client shall be responsible for the payment of the fee. It shall be the Client's and the General Contractor's responsibility to ensure that any non-compliant ADA items are properly and timely corrected.
- 6.13** Client shall be solely responsible for complying with the terms and conditions of the lease or purchase agreement for the real property comprising the Project, including without limitation, complying with all schedule and payment obligations.
- 6.14** Client shall be solely responsible for complying with the terms and conditions of any and all other agreements Client may have with YRSG and/or Yum, or any entity controlling, controlled by or under common control with YRSG or Yum, including without limitation, any franchise, license or preferred developer agreements, and neither the execution, delivery nor performance of this Agreement shall modify or otherwise affect the rights of YRSG and/or Yum or any entity controlling, controlled by or under common control with YRSG or Yum, or the obligations of Client under such other agreements.
- 6.15** Except as otherwise provided, the costs and fees associated with all Additional Service Providers, studies, documents, goods, services and information required in this Article 6, including any permit fees, shall be paid for by Client and shall be paid by Client promptly when due.

ARTICLE 7

PAYMENT FOR SERVICES

The Client shall make payment for the Services performed by YRSG as described in this Article 7.

- 7.1** If only Construction Services are elected, Client shall pay YRSG (a) \$15,000 prior to the commencement of the Construction Feasibility Phase, (b) the additional \$10,000, plus the ADA Inspection fee described in section 6.12, prior to the commencement of construction of the Project, and (c) except as otherwise provided herein, fees for Additional Services within 30 days after the date of YRSG's invoice(s) therefor.

- 7.2** If only Real Estate Services are elected, Client shall pay YRSG (a) \$5,000 upon execution of this Agreement, (b) \$5,000 upon site package completion, and (c) except as otherwise provided herein, fees for Additional Services (if applicable) within 30 days after the date of YRSG's invoice(s) therefor.
- 7.3** If both Real Estate Services and Construction Services are elected, Client shall pay YRSG (a) \$15,000 upon execution of this agreement, (b) \$10,000 upon site package completion, (c) \$10,000, plus the ADA Inspection fee described in section 6.12, prior to the commencement of construction of the Project, and (d) except as otherwise provided herein, fees for Additional Services, if any, within 30 days after the date of YRSG's invoice(s) therefor.
- 7.4** Amounts unpaid 30 days after the invoice (including, without limitation, all fees due hereunder and reimbursement for expenses pursuant to Section 9.10) shall bear interest at the lesser of (a) the highest rate allowed by applicable Law and (b) 1.5% per month.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

- 8.1** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of Client to make payments to YRSG when due or to retain consultants and/or Additional Service Providers in accordance with this Agreement shall be considered substantial nonperformance and cause for termination and/or suspension, at YSRG's option.
- 8.2** If the Project is suspended by Client for more than 30 consecutive days, YRSG shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, YRSG's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of YRSG's Services. If the Project is abandoned by Client for more than 90 consecutive days, then YRSG may, in its discretion, terminate this Agreement by giving written notice.
- 8.3** In the event of a suspension and/or termination of Services by YSRG, YRSG shall have no liability to Client for delay or damage caused Client because of such suspension of Services.
- 8.4** In the event of termination not the fault of YRSG, YRSG shall be compensated for all Services performed prior to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

- 9.1** This Agreement shall be governed by the law of the state where the Project is located.
- 9.2** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither Client nor YRSG shall assign this Agreement without the written consent of the other.
- 9.3** This Agreement represents the entire and integrated agreement between Client and YRSG concerning the Project and supersedes all prior negotiations, representations or agreements, either written or oral, with respect thereto. This Agreement may be amended only by written instrument signed by both Client and YRSG. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.
- 9.4** YRSG shall indemnify, defend and hold Client harmless from and against any and all liabilities and expenses (including, without limitation, reimbursement of reasonable attorney's fees, expert witness fees and court costs) arising out of any action, suit or proceeding brought against Client by any third party resulting from YRSG's gross negligence or intentional misconduct in YRSG's performance of its obligations under this Agreement.
- 9.5** Client shall defend, indemnify and hold harmless YRSG, its parent, subsidiaries and affiliates, and the employees, directors, shareholders and agents of each (the "YRSG Parties") from and against all losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees, expert witness fees

and court costs) arising out of any claim, action, suit or proceeding brought against any YRSG Party by any third party by reason of or arising out of the Client's, Architect's, General Contractor's or any Additional Service Provider's acts or omissions, breach of contract, intentional misconduct or fraud in connection with this Agreement, the Project or the services provided by such party. For the avoidance of doubt, and without limiting the foregoing, Client shall defend, indemnify and hold harmless the YRSG Parties from and against all losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees, expert witness fees and court costs) arising out of, and the YRSG Parties shall have no responsibility and shall bear no liability for: (i) the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, (ii) liens filed or threatened to be filed with respect to the Project, (iii) any claims of the Architect, the General Contractor, any Additional Service Provider, or any other contractor, subcontractor or supplier in connection with the Project, or (iv) any breach or violation of any Law by the Architect, the General Contractor, any Additional Service Provider, or any other contractor, subcontractor or supplier in connection with the Project, including, without limitation, the Americans with Disabilities Act.

- 9.6** This Agreement does not constitute an application for, or a grant of, a franchise or license agreement, a preferred developer agreement or any other franchise, license or development rights with respect to the Project or otherwise. Client is solely responsible to obtain any such agreements or rights directly from the franchisor for the applicable Brand(s).
- 9.7** Nothing contained in this Agreement, express or implied, shall confer unto any person other than the parties hereto or their respective successors and assigns any right, obligation, remedy or benefit hereunder.
- 9.8** The parties acknowledge that the relationship of YRSG to the client is that of an independent contractor and in no event shall this be considered an agreement of employment, franchise or agency. Each party shall be solely responsible for all wages and benefits owed to its respective employees, and the other party shall have no obligation with respect thereto.
- 9.9** Within a reasonable time after final "close out" of the Project, if requested by YRSG, Client shall meet with YRSG and complete a checklist, punchlist or survey making note of any items yet to be completed at that time or, if completed, acknowledging that the Project is complete and that no further work remains outstanding.
- 9.10** In addition to the payment of all fees due hereunder, Client shall reimburse YRSG for any reasonable out-of-pocket expenses incurred by YRSG in connection with each Project; provided that YRSG shall, if possible, notify Client of such out-of-pocket expense prior to incurring such expenses and seek Client's consent for such expenses.
- 9.11** Notwithstanding anything contained herein to the contrary, YRSG shall not be responsible for the actions, omissions or determinations of any third party hired by Client as a result of YRSG's recommendation or endorsement.
- 9.12** Client acknowledges and agrees that YRSG's obligation under this Agreement is to use reasonable efforts to cause each Project to be completed in accordance with plans and specifications, budgets and schedules approved by Client, but that YRSG shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract or duty by any other party providing goods or services to any Project, including, but not limited to, the Architect, General Contractor or any Additional Service Provider for any Project. YRSG, however, shall notify Client when it reasonably anticipates that a Project cannot be constructed in accordance with the plans and specifications, budgets and schedules approved by Client.
- 9.13** Client acknowledges and agrees that YRSG's obligation under this Agreement is to use reasonable efforts. YRSG does not guaranty, warrant or represent that the subject property, Project or restaurant will perform in a particular way or achieve particular results. Client acknowledges that decisions regarding the suitability and projected performance of the subject property, Project and/or restaurant are that of Client and Client alone.

- 9.14** YRSG shall have the right to include representations of the Project, including photographs of the exterior and interior, among YRSG's promotional and professional materials. YRSG's materials shall not include Client's confidential or proprietary information if Client has previously advised YRSG in writing of the specific information considered by Client to be confidential or proprietary. If requested by YRSG, Client shall provide professional credit for YRSG on the construction sign and in the promotional materials for the Project.
- 9.15** This Agreement is by and between the entities identified below. No affiliate, parent or subsidiary of YRSG is intended to be or shall be construed to be a party hereto or to have agreed to undertake any responsibility, obligation or liability in connection therewith.
- 9.16** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.
- 9.17** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YRSG BE LIABLE FOR, AND CLIENT HEREBY WAIVES ITS RIGHT TO CLAIM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR COST OF SUBSTITUTE FACILITIES OR SERVICES) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH YRSG'S OBLIGATIONS PURSUANT TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS SHALL NOT APPLY WHERE SPECIFICALLY PROHIBITED BY APPLICABLE LAW.
- 9.18** YRSG'S (AND ITS AFFILIATES) TOTAL AND EXCLUSIVE LIABILITY (WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY YRSG'S NEGLIGENCE ONLY TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CIRCUMSTANCES) WITH RESPECT TO ANY AND ALL CLAIMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING PRODUCT LIABILITY), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE (WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN), ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF YRSG'S OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF ANY PRODUCTS AND/OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED, THE LESSER OF (A) CLIENT'S DIRECT DAMAGES AND (B) THE PRICE ALLOCABLE TO THE RELEVANT YRSG SERVICES RECEIVED BY YRSG FROM CLIENT HEREUNDER.
- 9.19** Client and YRSG shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to this Agreement promptly by negotiations between representatives of Client and YRSG who have authority to settle the controversy. If such controversy persists in spite of such efforts, the controversy shall be settled by arbitration in the County of Jefferson, Commonwealth of Kentucky. Such arbitration shall be conducted in accordance with the then-prevailing model procedures for mediation or business/commercial disputes of the American Arbitration Association. The decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. The parties shall keep confidential the existence of the claim, controversy or disputes from third parties (other than the arbitrator and any other necessary participants in the arbitration), and the determination thereof, unless otherwise required by Law. The parties shall be responsible for paying their equal share of the arbitrator's fee and any and all associated filing or other fees or costs (including, without limitation, any advances related to such fees or costs), however, the loser of any such arbitration shall pay the prevailing party's reasonable costs and attorneys fees relating to such arbitration. If for any reason this arbitration clause becomes inapplicable, each party hereby irrevocably consents to the jurisdiction of the state and federal courts located in County of Jefferson, Commonwealth of Kentucky and hereby expressly waives any defenses of

venue and forum non-conveniens for the courts located in the Commonwealth of Kentucky in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. The procedures specified in this Section 9.19 shall be the sole and exclusive procedures for the resolution of all controversies, claims or disputes under this Agreement. If any action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which they may be entitled.

- 9.20** YRSG shall not be liable for any delays in performance of its services hereunder for causes beyond its reasonable control, including, but not limited to, acts of war or terrorism, power failures, fire, flood, adverse weather conditions, epidemic, strike, acts of Client or restriction by civil or military authority in their sovereign or contractual capacities. In the event of any such delay, performance shall be extended for so long as such period of delay.
- 9.21** Client shall assume all risks with respect to the loss by casualty of Client's equipment or the Premises and/or Project and shall properly insure against such risks to the full replacement value of the equipment, improvements and/or Project, as applicable. If YSRG is providing Construction Services hereunder, Client shall require the Architect, General Contractor and all Additional Service Providers to provide commercially reasonable insurance coverage, naming YRSG and the YRSG Parties as additional insureds on all such policies. Client shall provide certificates of insurance evidencing such insurance to YRSG upon request.

CLIENT

a _____

By _____

Its: _____

Date: _____

YRSG

Yum Restaurant Services Group, LLC,
a Delaware limited liability company

By _____

Its: _____

Date: _____

Exhibit A – Additional Services

EXHIBIT F-2

DEVELOPMENT SERVICES AGREEMENT

CANTINA / URBAN IN-LINE

DEVELOPMENT SERVICES AGREEMENT CANTINA / URBAN IN-LINE

This Development Services Agreement for a Cantina / Urban In-Line restaurant (the "Agreement") is made as of _____, between _____ ("Client"), and Yum Restaurant Services Group, LLC, a Delaware limited liability company ("YRSG").

The project (the "Project") is a [TACO BELL restaurant (the "Restaurant")] [multibrand restaurant (the "Restaurant") comprising BRANDS] (individually a "Brand" and, collectively, the "Brands").

Each such Brand is owned by Yum! Brands, Inc. ("Yum"), a North Carolina corporation and affiliate of YRSG. This is a contract for:

- Real Estate Services and Construction Services.** The trade area is _____ (Site _____/Entity _____) (the "Trade Area"). **\$35,000**, plus the cost of the ADA Inspection described in section 6.12.
- Real Estate Services only.** The trade area is _____ (the "Trade Area"). **\$10,000**.
- Construction Services only.** The Project address is: _____. **\$25,000**, plus the cost of the ADA Inspection described in section 6.12.
- Additional Services – See Attached Exhibit.** _____. **\$_____**

ARTICLE 1 GENERAL PROVISIONS

YRSG shall furnish certain real estate development and/or construction administration services (as indicated above) in furtherance of the Project. Client shall pay YRSG for such services in accordance with the terms of this Agreement and shall promote cooperation among the persons or consultants employed by Client for the Project, as further described herein. Client acknowledges that in estimating the scope of work and costs in performing construction services YRSG may encounter unanticipated or unknown conditions that may substantially impact the required scope of work and associated costs, and Client agrees that it is solely responsible for any additional required work or increased costs in such event.

ARTICLE 2 REAL ESTATE SERVICES

If this Agreement is for Construction Services only, this Article 2 is inapplicable and YRSG assumes no duties, obligations or liabilities pursuant to this Article.

2.1 Real Estate Services by YRSG. YRSG shall perform the Services described in this Article 2 (collectively, the "Real Estate Services") if this Agreement is for Real Estate Services. YRSG does not provide legal services or advice. All legal aspects of Real Estate Services, including legal compliance and all contractual and other document review, are Client's sole responsibility.

- a) conduct a Trade Area analysis for the Restaurant within the Trade Area considering, among other things, competitor performance, demographics, generators and traffic analysis;
- b) identify and evaluate potential sites for the Restaurant within the Trade Area considering, among other things, comparable transactions, market values, access and visibility;
- c) select a site for the Restaurant within the Trade Area with the approval of Client and assist the Franchise Development Leader with registering the site per Brand standards;
- d) prepare a site submittal package as required by each applicable Brand; and
- e) assist with the applicable Brand approval process(es).

2.2 In connection with the provision of Real Estate Services, Client agrees as follows:

- a) Client shall furnish YRSG with a list of sites Client has examined in the Trade Area along with a list of any real estate brokers used by Client in such examination, designating which real estate brokers have been consulted on which sites;
- b) If YRSG has used a real estate broker to find a site, Client will support such broker in obtaining a commission from the seller or landlord, as the case may be;
- c) For a period of three (3) years after the execution of this Agreement, Client shall not develop or operate a Yum restaurant on any site presented to Client by YRSG pursuant to this Agreement, except pursuant to the terms of this Agreement or otherwise with the consent of YRSG. A "Yum restaurant" includes any KFC, Pizza Hut, and/or Taco Bell restaurants and any other brand of restaurant then-owned or licensed by Yum! Brands, Inc., YRSG or their affiliates; and
- d) The selection and approval of a site by YRSG or any Brand and/or any affiliate of YRSG, and its acceptance by Client, shall not be construed or implied to be any representation that such site shall generate any specified level of sales or otherwise be profitable for Client. Client accepts all risks connected with the development and operation of the Restaurant at such site.

ARTICLE 3 **CONSTRUCTION SERVICES**

If this Agreement is for Real Estate Services only, this Article 3, with the exception of Section 3.2 which will be provided as part of the Real Estate Services, is inapplicable and YRSG assumes no duties, obligations or liabilities pursuant to this Article, other than the Services provided as part of the Construction Feasibility Phase described in Section 3.2.

3.1 Construction Services. YRSG shall perform the services described in this Article 3 (collectively, the "Construction Services") if this Agreement includes Construction Services. In performing these services, YRSG shall promote cooperation among the Architect (as defined below), the General Contractor (as defined below) and the Client. YRSG does not provide legal services or advice. All legal aspects of such services, including legal compliance and all contractual and other document review, are Client's sole responsibility. All consultants, vendors, suppliers and service providers are subject to YRSG's reasonable approval.

3.2 Construction Feasibility Phase. YRSG shall perform the following Services as part of the Construction Feasibility Phase (if Feasibility Phase is declined by Client, the following services will not be performed):

- a) coordinate with Client's consultants to complete a feasibility summary including a construction and zoning analysis and preliminary on-site investigation of the Project site;
- b) coordinate with Client's consultant to develop a site sketch and assist to obtain Brand approval of same;
- c) Taco Bell's A&D Brand Designer will recommend equipment package for the Project to Client;
- d) Upon Client's consultant completing a feasibility and on-site investigation, develop the Project budget (site, equipment, design and construction costs, and miscellaneous fees); and
- e) develop the Project schedule

3.3 Design Phase. YRSG shall perform the following Services as part of the Design Phase:

- a) coordinate with Client's Main Consultant (except when identified by another title, "Main Consultant" shall refer to Client's consultant for the specific Phase) to order environmental testing and Client's consultant's review of same (with all test costs to be paid by Client when due);
- b) coordinate with Client's Main Consultant to order the completion of an As-built survey of the property and Client's consultant's review of same (with all survey costs to be paid by Client when due);
- c) manage the Project architect retained by Client (the "Architect"), engineer retained by Client, and Main Consultant and other consultants retained by Client in the preparation of all applicable plans and specifications for the permitting and construction (all design and consulting fees and related costs to be paid by Client when due); and
- d) in connection with the Architect, prepare and monitor the Project schedule for completion of design activities.

3.4 Permit Phase. YRSG shall perform the following Services as part of the Permit Phase:

- a) coordinate with Client's Main Consultant to complete utility company plan submittals (with all utility company fees and

- deposits to be paid by Client when due);
- b) coordinate with Client's Main Consultant to submit all applicable permit applications (with all permit fees and deposits to be paid by Client when due);
- c) coordinate with Client's Main Consultant to arrange for and manage representation at municipal/public hearings relating to the Project;
- d) coordinate with Client's Main Consultant to manage other consultant activities such as traffic engineers, attorneys and permit expediters (with all fees and costs to be paid by Client when due); and
- e) coordinate with Client's Main Consultant to prepare and monitor the Project schedule for completion of permit activities. YRSG will maintain an overall project schedule which will include consultant schedule for permitting.

3.5 Construction Management Phase. YRSG shall perform the following Services as part of the Construction Management Phase:

- a) recommend general contractors to bid on the Project;
- b) coordinate with Client's Main Consultant to prepare bid packages and issue an invitation to bid;
- c) coordinate with Client's Main Consultant to conduct one (1) pre-bid meeting and respond to questions by bidders;
- d) prepare bid spreadsheet and analyze the bids with the Client;
- e) make recommendation to Client regarding the successful bidder;
- f) secure a construction contract for execution by Client and the selected contractor (the "General Contractor"), with the reasonable approval of Client and Client's attorney;
- g) coordinate with Client's Main Consultant to conduct one (1) pre-construction meeting with Client and the General Contractor. This meeting may be a (Teams or Zoom) virtual meeting or in-person on-site at YRSG Construction Manager's discretion;
- h) coordinate with Client's Main Consultant to communicate the construction start date to utility companies, applicable government agencies, and the equipment distributor;
- i) monitor progress against the Project schedule, and provide Client with reports of Project progress against the schedule;
- j) conduct up to three (3) meetings (meetings may be a (Teams or Zoom) virtual meeting or in-person on-site at YRSG Construction Manager's discretion) of on site progress of the Project, in connection with the Architect, as needed;
- k) on site monitoring cameras may also be used by YRSG to assist in monitoring onsite activities. The cost of such cameras is excluded from this Agreement;
- l) in connection with the Architect, review change order requests and payment requests from the General Contractor and make recommendations to Client regarding approval of same;
- m) coordinate with the General Contractor and Restaurant Supply Chain Solutions, LLC, delivery and installation of all equipment required for the Project;
- n) in connection with the Architect, conduct one (1) inspection for substantial completion (RTO), including review of associated punchlist items; and
- o) assist in the "close out" of the Project.

ARTICLE 4 ADDITIONAL SERVICES

4.1 YRSG may furnish certain additional services, not identified in Articles 2 or 3, at its discretion (the "Additional Services") as requested by Client. The method and amount of compensation shall be based upon an hourly fee of ninety dollars (\$90), or the then applicable standard hourly rate for YRSG services and personnel, or any combination thereof, which shall be agreed to in writing by the parties prior to the commencement by YRSG of the Additional Services.

Additional on site visits (beyond those identified in Section 3.5), due to circumstances beyond YRSG's control, necessary to complete the Project will be invoiced to Client in the amount of \$1,600 per day on site, provided YRSG is given two weeks' notice to arrange travel to the site.

Necessary on site visits (beyond those identified in Section 3.5), due to circumstances beyond YRSG's control, with less than two weeks' notice will be invoiced to Client in the amount of \$2,000 per day on site.

4.2 If the Project is delayed through no fault of YRSG or if there is a change in a Project which requires an increase in YRSG's personnel committed to the Project or otherwise increases YRSG's costs, then YRSG shall be entitled to an extension of time and/or an increase in its fees, which shall be described in a request that sets forth the basis therefor and includes supporting documentation, to the extent reasonably necessary. Any modifications to the schedule or fees arising from any such request or otherwise shall be reasonably agreed upon between the parties.

4.3 If the parties cannot reach an agreement as to the amount to be paid for such Additional Services or increase in scope, either party may terminate this Agreement with ten (10) business days' notice. In the event of said termination, YRSG will be entitled to fees, compensation and reimbursement for any work previously performed and for its costs of winding down, said amount to be determined by YRSG pursuant to YRSG's then-prevailing standard hourly rates or, if YRSG does not believe such amount to be sufficient in light of the work actually performed, by YRSG in its reasonable discretion.

ARTICLE 5 **USE OF YRSG DEVELOPMENT** **PROCESSES AND STANDARDS**

5.1 Client acknowledges that it is engaging YRSG to utilize YRSG's development and/or construction processes and standards. Client agrees to comply and abide by such processes and standards.

5.2 Client acknowledges and agrees that YRSG will use its business discretion for the benefit of Client. Client expressly authorizes YRSG to approve and/or execute on behalf of Client, as Client's agent, any contract, change order or single expenditure up to \$25,001 without obtaining the express consent of Client. Client shall be obligated and liable with respect to any such contract, or change order and/or expenditure approved or executed by YRSG on Client's behalf pursuant to this Section 5.2.

5.3 Client acknowledges and agrees that YRSG will not provide legal services or advice, that YRSG has urged Client to retain counsel at Client's own choosing and expense, and that Client is solely responsible for all legal aspects of any service provided to Client by YRSG pursuant to this Agreement.

ARTICLE 6 **CLIENT'S RESPONSIBILITIES**

In addition to Client's other obligations described elsewhere in this Agreement, Client shall be responsible for those items set forth in this Article 6 (to the extent applicable to the services being performed by YRSG hereunder).

6.1 Client shall provide complete and accurate information in a timely manner regarding the requirements of the Project, including a detailed program which sets forth Client's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

6.2 Client shall be solely responsible for negotiating and preparing a lease or purchase agreement for the site, as well as preparing all necessary easements, memorandum of lease, and other documents necessary for closing the transaction after all permits are obtained, including recording necessary documents and obtaining title insurance. Client shall also be responsible for sourcing and securing any necessary liquor license(s) or permits, if opening a Cantina restaurant.

6.3 If YRSG determines in its reasonable discretion that it is necessary or advisable to obtain the services of additional architects, space planners, engineers, contractors, interior decorators, attorneys and/or other experts and consultants ("Additional Service Providers"), YRSG shall assist in the selection of such Additional Service Providers. Once an Additional Service Provider has been selected, Client shall directly engage and pay such Additional Service Provider, and YRSG shall have no obligation to engage or pay any Additional Service Provider. Notwithstanding the foregoing, YRSG may, on behalf of Client and at Client's expense, and without making a request to Client or otherwise procure such services, information, surveys or reports as YRSG, in its sole discretion, determines reasonably necessary for completion of the Project. YRSG shall not be responsible for the service, actions, errors, omissions, negligence or misconduct of any Additional Service Provider or others participating in the Project other than YRSG.

6.4 Client shall take all steps necessary to qualify for any franchise agreement and other authorization and approvals required to operate the Yum restaurant, including training, providing documents and information and making required payments.

6.5 If YRSG is providing Construction pursuant to Article 3 above, as part of the **Construction Feasibility Phase** described in Section 3.2, Client agrees to pay for all aerial photograph fees, consulting fees and other costs within seven (7) days of a request by YRSG.

6.6 If YRSG is providing Construction Services pursuant to Article 3 above, at the conclusion of the **Construction Feasibility Phase** described in Section 3.2, Client shall decide upon a building type and equipment package. Client shall also provide YRSG with approval of the Project budget and schedule.

6.7 If YRSG is providing Construction Services pursuant to Article 3 above, as part of the **Design Phase** described in Section 3.3, Client shall perform the following within seven (7) days of request by YRSG:

a) Client shall retain an environmental firm to perform testing and investigative services as required for the Project. Such services may include but are not limited to testing for hazardous materials, with reports and appropriate professional recommendations. YRSG and Client shall evaluate such tests, and Client, with input from YRSG, shall decide what remedial measures to take, if any; provided that YRSG may, on behalf of Client, take or cause to be taken customary actions in the normal course;

b) retain the Architect and any additional engineers and other design consultants as required for the Project;

c) furnish a title commitment and be solely responsible for reviewing the commitment and objecting to title matters; and

d) furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by applicable Federal, state or local laws, statutes, ordinances, rules, codes and/or regulations ("Laws"). YRSG and Client shall evaluate such tests, and Client, with input from YRSG shall decide what remedial measures to take, if any; provided that YRSG may (but is not required to), on behalf of Client, take or cause to be taken customary actions in the normal course.

6.8 All services, information, surveys and reports shall be furnished at Client's expense, and YRSG shall be entitled to rely on the accuracy and completeness thereof. Moreover, YRSG may, on behalf of Client, without making request of Client, and at Client's expense, order or otherwise procure such services, information, surveys or reports as YRSG, in its sole discretion, determines reasonably necessary.

6.9 Client shall be solely responsible to:

a) conduct crime surveys and gather other information pertinent to employee and customer security; and

b) determine the type and level of security measures, including, without limitation, safes, alarms and surveillance systems for the Restaurant.

6.10 If YRSG is providing Construction Services pursuant to Article 3 above, as part of the **Permit Phase** described in Section 3.4, Client shall perform the following within ten (10) days of a request by YRSG:

a) through its civil engineer, provide an accurate and complete set of utility company plan submittals;

b) complete all necessary permit applications necessary to enable the construction of the Project to proceed; and

c) and retain the services of consultants, traffic engineers, attorneys or other expeditors required to achieve permit approvals.

6.11 As part of the **Construction Management Phase** described in Section 3.5 above, Client shall perform the following within ten (10) days of a request by YRSG:

a) Client shall enter into a contract with the General Contractor for the construction of the Project. The standard form construction contract provided by YRSG shall be the basis for such contract with the General Contractor. Client shall also enter into purchase orders for the procurement of all equipment and furnishings required for the Project (except to the extent they will be procured by the General Contractor). All construction and procurement costs shall be paid by Client when due;

b) through its representatives, including the Architect and any other design consultants retained by Client, furnish the required information and services, and render approvals and decisions as expeditiously as necessary for the progress of the work of the General Contractor. All architectural and consulting fees required hereunder shall be furnished at Client's expense; and

c) retain the services of Additional Service Providers as required for the Project. Any such services required hereunder shall be furnished at Client's expense.

6.12 Client shall be solely responsible for a post construction Americans with Disabilities Act ("ADA") inspection of each Project (an "ADA Inspection"). Each ADA Inspection shall determine whether the Project complies with the ADA. The inspection shall be completed by a YRSG authorized consultant and a charge of \$2,250 shall be added to this Agreement to insure the Project complies with ADA requirements. YRSG shall order the inspection and shall use the \$2,250 to pay for the inspection. If the inspection exceeds \$2,250, Client shall be solely responsible to pay any amount exceeding said amount. Should the inspection cost less than \$2,250, any remaining funds shall be returned to Client. The \$2,250 charge shall be waived in those states where the state performs an ADA inspection. If a state charges a fee for an ADA inspection, the Client shall be responsible for the payment of the fee. It shall be the Client's and the General Contractor's responsibility to ensure that any non-compliant ADA items are properly and timely corrected.

6.13 Client shall be solely responsible for complying with the terms and conditions of the lease or purchase agreement for the real property comprising the Project, including without limitation, complying with all schedule and payment obligations.

6.14 Client shall be solely responsible for complying with the terms and conditions of any and all other agreements Client may have with YRSG and/or Yum, or any entity controlling, controlled by or under common control with YRSG or Yum, including without limitation, any franchise, license or preferred developer agreements, and neither the execution, delivery nor performance of this Agreement shall modify or otherwise affect the rights of YRSG and/or Yum or any entity controlling, controlled by or under common control with YRSG or Yum, or the obligations of Client under such other agreements.

6.15 Except as otherwise provided, the costs and fees associated with all Additional Service Providers, studies, documents, goods, services and information required in this Article 6, including any permit fees, shall be paid for by Client and shall be paid by Client promptly when due.

ARTICLE 7 **PAYMENT FOR SERVICES**

The Client shall make payment for the Services performed by YRSG as described in this Article 7.

7.1 If only Construction Services are elected, Client shall pay YRSG (a) \$15,000 prior to the commencement of the Construction Feasibility Phase, (b) the additional \$5,000, plus the ADA Inspection fee described in section 6.12, prior to the commencement of construction of the Project, and (c) except as otherwise provided herein, fees for Additional Services within 30 days after the date of YRSG's invoice(s) therefor.

7.2 If only Real Estate Services are elected, Client shall pay YRSG (a) \$5,000 upon execution of this Agreement, (b) \$5,000 upon site package completion, and (c) except as otherwise provided herein, fees for Additional Services (if applicable) within 30 days after the date of YRSG's invoice(s) therefor.

7.3 If both Real Estate Services and Construction Services are elected, Client shall pay YRSG (a) \$15,000 upon execution of this agreement, (b) \$10,000 upon site package completion, (c) \$5,000, plus the ADA Inspection fee described in section 6.12, prior to the commencement of construction of the Project, and (d) except as otherwise provided herein, fees for Additional Services, if any, within 30 days after the date of YRSG's invoice(s) therefor.

7.4 Amounts unpaid 30 days after the invoice (including, without limitation, all fees due hereunder and reimbursement for expenses pursuant to Section 9.10) shall bear interest at the lesser of (a) the highest rate allowed by applicable Law and (b) 1.5% per month.

ARTICLE 8 **TERMINATION, SUSPENSION OR ABANDONMENT**

8.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of Client to make payments to YRSG when due or to retain consultants and/or Additional Service Providers in accordance with this Agreement shall be considered substantial nonperformance and cause for termination and/or suspension, at YSRG's option.

8.2 If the Project is suspended by Client for more than 30 consecutive days, YRSG shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, YRSG's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of YRSG's Services. If the Project is abandoned by Client for more

than 90 consecutive days, then YRSG may, in its discretion, terminate this Agreement by giving written notice.

8.3 In the event of a suspension and/or termination of Services by YSRG, YRSG shall have no liability to Client for delay or damage caused Client because of such suspension of Services.

8.4 In the event of termination not the fault of YRSG, YRSG shall be compensated for all Services performed prior to termination.

ARTICLE 9 **MISCELLANEOUS PROVISIONS**

9.1 This Agreement shall be governed by the law of the state where the Project is located.

9.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither Client nor YRSG shall assign this Agreement without the written consent of the other.

9.3 This Agreement represents the entire and integrated agreement between Client and YRSG concerning the Project and supersedes all prior negotiations, representations or agreements, either written or oral, with respect thereto. This Agreement may be amended only by written instrument signed by both Client and YRSG. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

9.4 YRSG shall indemnify, defend and hold Client harmless from and against any and all liabilities and expenses (including, without limitation, reimbursement of reasonable attorney's fees, expert witness fees and court costs) arising out of any action, suit or proceeding brought against Client by any third party resulting from YRSG's gross negligence or intentional misconduct in YRSG's performance of its obligations under this Agreement.

9.5 Client shall defend, indemnify and hold harmless YRSG, its parent, subsidiaries and affiliates, and the employees, directors, shareholders and agents of each (the "YRSG Parties") from and against all losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees, expert witness fees and court costs) arising out of any claim, action, suit or proceeding brought against any YRSG Party by any third party by reason of or arising out of the Client's, Architect's General Contractor's or any Additional Service Provider's acts or omissions, breach of contract, intentional misconduct or fraud in connection with this Agreement, the Project or the services provided by such party. For the avoidance of doubt, and without limiting the foregoing, Client shall defend, indemnify and hold harmless the YRSG Parties from and against all losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees, expert witness fees and court costs) arising out of, and the YRSG Parties shall have no responsibility and shall bear no liability for: (i) the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, (ii) liens filed or threatened to be filed with respect to the Project, (iii) any claims of the Architect, the General Contractor, any Additional Service Provider, or any other contractor, subcontractor or supplier in connection with the Project, or (iv) any breach or violation of any Law by the Architect, the General Contractor, any Additional Service Provider, or any other contractor, subcontractor or supplier in connection with the Project, including, without limitation, the Americans with Disabilities Act.

9.6 This Agreement does not constitute an application for, or a grant of, a franchise or license agreement, a preferred developer agreement or any other franchise, license or development rights with respect to the Project or otherwise. Client is solely responsible to obtain any such agreements or rights directly from the franchisor for the applicable Brand(s).

9.7 Nothing contained in this Agreement, express or implied, shall confer unto any person other than the parties hereto or their respective successors and assigns any right, obligation, remedy or benefit hereunder.

9.8 The parties acknowledge that the relationship of YRSG to the client is that of an independent contractor and in no event shall this be considered an agreement of employment, franchise or agency. Each party shall be solely responsible for all wages and benefits owed to its respective employees, and the other party shall have no obligation with respect thereto.

9.9 Within a reasonable time after final "close out" of the Project, if requested by YRSG, Client shall meet with YRSG and complete a checklist, punchlist or survey making note of any items yet to be completed at that time or, if completed, acknowledging that the Project is complete and that no further work remains outstanding.

9.10 In addition to the payment of all fees due hereunder, Client shall reimburse YRSG for any reasonable out-of-pocket expenses incurred by YRSG in connection with each Project; provided that YRSG shall, if possible, notify Client of such out-of-pocket expense prior to incurring such expenses and seek Client's consent for such expenses.

9.11 Notwithstanding anything contained herein to the contrary, YRSG shall not be responsible for the actions, omissions or determinations of any third party hired by Client as a result of YRSG's recommendation or endorsement.

9.12 Client acknowledges and agrees that YRSG's obligation under this Agreement is to use reasonable efforts to cause each Project to be completed in accordance with plans and specifications, budgets and schedules approved by Client, but that YRSG shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract or duty by any other party providing goods or services to any Project, including, but not limited to, the Architect, General Contractor or any Additional Service Provider for any Project. YRSG, however, shall notify Client when it reasonably anticipates that a Project cannot be constructed in accordance with the plans and specifications, budgets and schedules approved by Client.

9.13 Client acknowledges and agrees that YRSG's obligation under this Agreement is to use reasonable efforts. YRSG does not guaranty, warrant or represent that the subject property, Project or restaurant will perform in a particular way or achieve particular results. Client acknowledges that decisions regarding the suitability and projected performance of the subject property, Project and/or restaurant are that of Client and Client alone.

9.14 YRSG shall have the right to include representations of the Project, including photographs of the exterior and interior, among YRSG's promotional and professional materials. YRSG's materials shall not include Client's confidential or proprietary information if Client has previously advised YRSG in writing of the specific information considered by Client to be confidential or proprietary. If requested by YRSG, Client shall provide professional credit for YRSG on the construction sign and in the promotional materials for the Project.

9.15 This Agreement is by and between the entities identified below. No affiliate, parent or subsidiary of YRSG is intended to be or shall be construed to be a party hereto or to have agreed to undertake any responsibility, obligation or liability in connection herewith.

9.16 In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

9.17 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YRSG BE LIABLE FOR, AND CLIENT HEREBY WAIVES ITS RIGHT TO CLAIM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR COST OF SUBSTITUTE FACILITIES OR SERVICES) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH YRSG'S OBLIGATIONS PURSUANT TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS SHALL NOT APPLY WHERE SPECIFICALLY PROHIBITED BY APPLICABLE LAW.

9.18 YRSG'S (AND ITS AFFILIATES) TOTAL AND EXCLUSIVE LIABILITY (WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY YRSG'S NEGLIGENCE ONLY TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CIRCUMSTANCES) WITH RESPECT TO ANY AND ALL CLAIMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING PRODUCT LIABILITY), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE (WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN), ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF YRSG'S OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF ANY PRODUCTS AND/OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED, THE LESSER OF (A) CLIENT'S DIRECT DAMAGES AND (B) THE PRICE ALLOCABLE TO THE RELEVANT YRSG SERVICES RECEIVED BY YRSG FROM CLIENT HEREUNDER.

9.19 Client and YRSG shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to this Agreement promptly by negotiations between representatives of Client and YRSG who have authority to settle the controversy. If such controversy persists in spite of such efforts, the controversy shall be settled by arbitration in the County of Jefferson, Commonwealth of Kentucky. Such arbitration shall be conducted in accordance with the then-prevailing model procedures for mediation or business/commercial disputes of the American Arbitration Association. The decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. The parties shall keep confidential the existence of the claim, controversy or disputes from third parties (other than the arbitrator and any other necessary participants in the arbitration), and the determination thereof, unless otherwise required by Law. The parties shall be responsible for paying their equal share of the arbitrator's fee

and any and all associated filing or other fees or costs (including, without limitation, any advances related to such fees or costs), however, the loser of any such arbitration shall pay the prevailing party's reasonable costs and attorneys fees relating to such arbitration. If for any reason this arbitration clause becomes inapplicable, each party hereby irrevocably consents to the jurisdiction of the state and federal courts located in County of Jefferson, Commonwealth of Kentucky and hereby expressly waives any defenses of venue and forum non-conveniens for the courts located in the Commonwealth of Kentucky in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. The procedures specified in this Section 9.19 shall be the sole and exclusive procedures for the resolution of all controversies, claims or disputes under this Agreement. If any action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which they may be entitled.

9.20 YRSG shall not be liable for any delays in performance of its services hereunder for causes beyond its reasonable control, including, but not limited to, acts of war or terrorism, power failures, fire, flood, adverse weather conditions, epidemic, strike, acts of Client or restriction by civil or military authority in their sovereign or contractual capacities. In the event of any such delay, performance shall be extended for so long as such period of delay.

9.21 Client shall assume all risks with respect to the loss by casualty of Client's equipment or the Premises and/or Project and shall properly insure against such risks to the full replacement value of the equipment, improvements and/or Project, as applicable. If YSRG is providing Construction Services hereunder, Client shall require the Architect, General Contractor and all Additional Service Providers to provide commercially reasonable insurance coverage, naming YRSG and the YRSG Parties as additional insureds on all such policies. Client shall provide certificates of insurance evidencing such insurance to YRSG upon request.

CLIENT**YRSG**

Yum Restaurant Services Group, LLC,
a Delaware limited liability company

By: _____

By: _____

Its: _____

Its: Director of Construction

Date: _____

Date: _____

Exhibit A – Additional Services

EXHIBIT G

TABLE OF CONTENTS OF MANUAL

OneSource library folders, by name and estimated number of pages, that comprise the Manual:

| FOLDER | Estimated No. of Pages |
|----------------------------|-------------------------------|
| Training and Development | 1600 |
| Food Safety and Sanitation | 265 |
| Food | 700 |
| The Customer Experience | 120 |
| People and Culture | 190 |
| Systems and Technology | 200 |
| Safety and Security | 210 |
| Restaurant Equipment | 390 |
| Own It (Routines) | 730 |
| Franchise Policy Standards | 110 |

EXHIBIT H

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and entered into this _____ day of _____ by and between Taco Bell Franchisor, LLC, a Delaware limited liability company ("Taco Bell") and _____ ("Franchisee").

WHEREAS, Taco Bell is the originator of a distinctive concept for the marketing, preparation and sale of certain Mexican and other style food products.

WHEREAS, Taco Bell owns or controls various trademarks, service marks, trade names, trade dress, designs (including product package designs), symbols, emblems, logos, insignias, external and internal building designs and architectural features and combinations of the foregoing (collectively, the "Trademarks"), which are used by it, its franchisees and its Franchisees in offering, selling and distributing its products and services.

WHEREAS, Taco Bell has developed, owns and has adopted for its own use and the use of its franchisees and Franchisees a unique system of quick service restaurant operation (the "System"), consisting of a variety of distinctive sign and facility designs, equipment specifications and layouts, recipes, methods of food presentation and service, business techniques, copyrighted manuals and other materials, trade secrets, know-how and technology.

WHEREAS, Taco Bell has developed an Operations Manual for both franchise and license units, commonly referred to as the Answer System (the "Manual"), that includes, among other things, instructions, requirements, standards, specifications, systems and procedures dealing with the selection, purchase, storage, preparation, packaging, service and sale (including menu content and presentation) of all food and beverage products, the maintenance and repair of restaurant buildings, grounds, furnishings, fixtures, and equipment, employee uniforms and dress, accounting, bookkeeping, record retention and other business systems, procedures and operations (the Manual, together with the Trademarks, the System, any information or materials which may constitute trade secrets of Taco Bell, and any other information which is proprietary to Taco Bell or the disclosure of which would be detrimental to Taco Bell, shall hereinafter collectively be referred to as the "Confidential Information").

WHEREAS, in order for Taco Bell and Franchisee to carry on business with each other it may be necessary that Taco Bell disclose to Franchisee certain of the Confidential Information, briefly described as follows:

WHEREAS, it is the mutual desire of both parties hereto to preserve the secrecy and confidentiality of the Confidential Information.

NOW THEREFORE, in consideration of the promises described below and other good and valuable consideration, receipt of which is hereby acknowledged by each party, it is hereby agreed as follows:

1. Taco Bell will from time to time as it desires deliver Confidential Information to Franchisee for the purpose set forth above and for no other purpose.
2. Franchisee hereby acknowledges that Taco Bell has made a clear representation that the Confidential Information has been developed by Taco Bell through the expenditure of substantial time, effort and money and is a valuable and necessary asset which Taco Bell desires to retain in confidence and to withhold from publication and from availability to others.
3. Except as specifically authorized in writing by Taco Bell, Franchisee agrees that:
 - a) Franchisee will not disclose any of the Confidential Information to others;
 - b) Franchisee will not use any of the Confidential Information for his/her own account or purposes, or for the account or purposes of any third party;
 - c) Franchisee will not make or disclose documents or copies of documents containing any of the Confidential Information;

- d) Franchisee will treat confidentially all Confidential Information or portions thereof and will mark any documents containing Confidential Information as proprietary, not to be reproduced or used without appropriate written authority from Taco Bell;
 - e) Franchisee will require all persons under his/her control who may come into contact with any of the Confidential Information, including all persons to whom Franchisee may deliver documents and materials as a necessary part of achieving the purposes set forth above, to undertake in writing the same obligations of confidence imposed upon Franchisee by this Confidentiality Agreement;
 - f) Franchisee will not advise others that any of the Confidential Information is known to or used by Taco Bell or Franchisee or others associated with either party; and
 - g) Franchisee will not disclose to any third party any business plan of Taco Bell revealed for the purpose set forth above or the nature or extent of the association between Franchisee and Taco Bell.
4. Notwithstanding the provisions of Section 3, Franchisee shall not be more burdened against use of information from public sources than he/she would otherwise have been had he/she not received the disclosure of such Confidential Information. Furthermore, Taco Bell agrees that Franchisee is as free as any third party to use the publicly available information which a third party would learn of through legal means, appreciate the value of and use without any initiative suggested by the disclosure by Taco Bell hereunder.
5. Franchisee agrees that he/she will be completely responsible for maintaining the secrecy and confidentiality of the Confidential Information disclosed to him/her and will be responsible in this regard for the actions and activities of all of Franchisee's agents, employees and designees working with any of the Confidential Information, and Franchisee agrees to indemnify and hold harmless Taco Bell from all damages and expense (including attorneys' fees) which Taco Bell may sustain as a result of any unauthorized disclosure which can be traced to the disclosure of such Confidential Information to Franchisee hereunder.
6. Franchisee agrees that all documents and other materials containing Confidential Information delivered to him/her by Taco Bell and all reproductions, translations and presentations thereof shall at all times be and remain the property of Taco Bell and that the same will be delivered immediately to Taco Bell upon demand at any time.
7. Franchisee acknowledges and agrees that the unauthorized use or disclosure of any Confidential Information in violation of this Confidentiality Agreement will cause severe and irreparable damage to Taco Bell. In the event of any violation of this Confidentiality Agreement, Franchisee agrees that Taco Bell shall be authorized and entitled to obtain from any court of competent jurisdiction preliminary and/or injunctive relief, as well as any other relief permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto through their authorized signatories have executed this Confidentiality Agreement as indicated below.

Taco Bell Franchisor, LLC

Franchisee

By: _____

Title: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT I

INFORMATION REGARDING TACO BELL FRANCHISES

OPEN FRANCHISE RESTAURANTS

| Restaurant Street Address | City | State | Zip | Phone | Franchisee Legal Entity |
|--------------------------------------|-----------------|--------------|------------|--------------|--------------------------------|
| 2640 East Tudor Road | Anchorage | AK | 99507 | 907/562-2210 | Denali Foods Inc. |
| 2351 E. 5th Ave | Anchorage | AK | 99501 | 907/258-3600 | Denali Foods Inc. |
| 9001 Jewel Lake Rd Ste 12 | Anchorage | AK | 99502 | 907/248-6117 | Denali Foods Inc. |
| 939 West Northern Lights Blvd | Anchorage | AK | 99503 | 907/276-7820 | Denali Foods Inc. |
| 8825 Old Seward Hwy | Anchorage | AK | 99515 | 907/344-8442 | Denali Foods Inc. |
| 1231 Muldoon Road | Anchorage | AK | 99504 | 907/929-4393 | Denali Foods Inc. |
| 9000 Lake Otis Parkway Units 6 and 7 | Anchorage | AK | 99507 | 907/868-1217 | Denali Foods Inc. |
| 12130 Business Blvd | Eagle River | AK | 99577 | 907/694-5614 | Denali Foods Inc. |
| 77 College Rd | Fairbanks | AK | 99701 | 907/452-3166 | Denali Foods Inc. |
| 1450 University Ave S | Fairbanks | AK | 99709 | 907/474-9526 | Denali Foods Inc. |
| 560 D Street | Fort Richardson | AK | 99505 | 907/222-1955 | Denali Foods Inc. |
| 209 N. Santa Claus Lane | North Pole | AK | 99705 | 907/490-5990 | Denali Foods Inc. |
| 755 West Rowland Memorial Way | Palmer | AK | 99645 | 907/707-1450 | Denali Foods Inc. |
| 43845 Sterling Hwy | Soldotna | AK | 99669 | 907/260-3555 | Denali Foods Inc. |
| 1751 E Parks Highway | Wasilla | AK | 99654 | 907/376-7958 | Denali Foods Inc. |
| 450 Colonial Promenade Pkwy | Alabaster | AL | 35007 | 205/621-6676 | Tacala LLC |
| 7959 Us Highway 431 | Albertville | AL | 35950 | 256/878-9495 | Tacala LLC |
| 3779 Highway 280 | Alexander City | AL | 35010 | 256/234-9929 | Tacala Georgia Corp. |
| 254 West Bypass | Andalusia | AL | 36420 | 251/230-6928 | Tacala LLC |
| 2130 Quintard Ave | Anniston | AL | 36201 | 256/237-4285 | Tacala LLC |
| 997 Brindlee Mtn Parkway | Arab | AL | 35016 | 256/400-3368 | Tacala LLC |
| 1112 Jefferson St SE | Athens | AL | 35611 | 256/232-8181 | Tacala LLC |
| 1625 US Hwy 72 East | Athens | AL | 35611 | 256/998-5390 | Tacala LLC |
| 5920 Hwy 21 | Atmore | AL | 36502 | 251/301-1245 | Tacala LLC |
| 519 Cleveland Ave | Attalla | AL | 35954 | 256/538-5915 | Champion Restaurants - Fiesta |
| 271 S Gay St | Auburn | AL | 36830 | 334/821-2017 | Tacala Georgia Corp. |
| 2027 S. College St. | Auburn | AL | 36832 | 334/826-1015 | Tacala Georgia Corp. |
| 621 McMeans Ave | Bay Minette | AL | 36507 | 251/580-2344 | Southeast QSR LLC |
| 710 9th Ave N | Bessemer | AL | 35020 | 205/424-4867 | Tacala LLC |
| 5050 Bond Boulevard | Bessemer | AL | 35022 | 205/426-1525 | Tacala LLC |
| 9509 Parkway East | Birmingham | AL | 35215 | 205/836-2476 | Tacala LLC |
| 1101 Forestdale Blvd | Birmingham | AL | 35214 | 205/798-3903 | Tacala LLC |

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|----------------------------|--------------|----|-------|--|
| 2300 Bessemer Rd. | Birmingham | AL | 35208 | 205/785-7223 Tacala LLC |
| 4623 Highway 280 S. | Birmingham | AL | 35242 | 205/991-5192 Tacala LLC |
| 381 Palisades Blvd | Birmingham | AL | 35209 | 205/848-8147 Tacala LLC |
| 1541 Montclair Road | Birmingham | AL | 35210 | 205/951-2794 Tacala LLC |
| 2124 7th Ave S | Birmingham | AL | 35233 | 205/506-6190 Tacala LLC |
| 6806 Tattersall Way | Birmingham | AL | 35242 | 205/538-0339 Tacala LLC |
| 1040 US Highway 431 | Boaz | AL | 35957 | 256/593-5761 Tacala LLC |
| 2150 Douglas Avenue | Brewton | AL | 36426 | 251/867-5539 Tacala LLC |
| 121 Supercenter Dr | Calera | AL | 35040 | 205/668-9006 Tacala LLC |
| 100 20th Ave NE | Center Point | AL | 35215 | 205/624-5520 Tacala LLC |
| 1545 Chestnut Bypass | Centre | AL | 35960 | 256/927-8226 Champion Restaurants - Fiesta |
| 16778 Hwy. 280 | Chelsea | AL | 35043 | 205/678-4548 Tacala LLC |
| 33458 Us Highway 280 | Childersburg | AL | 35044 | 256/346-3300 Tacala LLC |
| 2047 7th St South | Clanton | AL | 35045 | 205/755-8822 Tacala LLC |
| 218 W. College Street | Columbiana | AL | 35051 | 205/610-9282 Tacala LLC |
| 5961 AL Highway 157 | Cullman | AL | 35057 | 256/734-0990 Tacala LLC |
| 1746 2nd Avenue SW | Cullman | AL | 35055 | 256/739-1889 Tacala LLC |
| 935 N Daleville Ave | Daleville | AL | 36322 | 334/245-8505 Tacala LLC |
| 1807 Beltline Rd SW | Decatur | AL | 35601 | 256/350-0147 Tacala LLC |
| 2136 6th Ave SE | Decatur | AL | 35601 | 256/351-2326 Tacala LLC |
| 2928 Point Mallard Pkwy | Decatur | AL | 35603 | 256/308-1397 Tacala LLC |
| 3056 Ross Clark Cir | Dothan | AL | 36301 | 334/793-4965 Tacala LLC |
| 1087 Ross Clark Circle | Dothan | AL | 36303 | 334/702-4738 Tacala LLC |
| 4468-2 West Main Street | Dothan | AL | 36305 | 334/677-9495 Divine of Southeast LLC |
| 602 Boll Weevil Circle | Enterprise | AL | 36330 | 334/523-6785 Tacala LLC |
| 3191 S. Eufaula Ave. | Eufaula | AL | 36027 | 334/232-9051 Tacala Georgia Corp. |
| 840 Liberty Hill Drive | Evergreen | AL | 36401 | 251/216-0868 Divine of Southeast LLC |
| 2717 Florence Blvd | Florence | AL | 35630 | 256/764-6335 Tacala LLC |
| 1412 N Wood Ave | Florence | AL | 35630 | 256/768-0308 Tacala LLC |
| 503 S Court Street | Florence | AL | 35630 | 256/718-2333 Tacala LLC |
| 3040 Cloverdale Road | Florence | AL | 35633 | 256/648-4455 Tacala LLC |
| 1165 South Mckenzie Street | Foley | AL | 36535 | 251/943-6212 Southeast QSR LLC |
| 610 Glenn Blvd SW | Fort Payne | AL | 35967 | 256/845-7512 Mid-South Bells LLC |
| 1611 Morris Avenue | Fultondale | AL | 35068 | 205/536-6398 Tacala LLC |
| 579 E. Meighan Boulevard | Gadsden | AL | 35903 | 256/546-2600 Champion Restaurants - Fiesta |

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|-------------------------|---------------|----|-------|--|
| 523 Fieldstown Road | Gardendale | AL | 35071 | 205/631-8264 Tacala LLC |
| 1017 Ft Dale Road | Greenville | AL | 36037 | 334/708-1008 Tacala LLC |
| 1740 Gunter Ave | Guntersville | AL | 35976 | 256/582-7786 Mid-South Bells LLC |
| 2102 11th Ave | Haleyville | AL | 35565 | 205/486-6598 Tacala LLC |
| 1746 Military St S | Hamilton | AL | 35570 | 205/921-0600 Tacala LLC |
| 702 Main St NE | Hanceville | AL | 35077 | 256/787-2170 Tacala LLC |
| 1409 Hwy 31 NW | Hartselle | AL | 35640 | 256/773-7000 Tacala LLC |
| 14650 Hwy 231/431 N | Hazel Green | AL | 35750 | 256/828-2777 Tacala LLC |
| 4804 Highway 52 W | Helena | AL | 35080 | 205/664-2804 Tacala LLC |
| 5692 Highway 278 East | Hokes Bluff | AL | 35903 | 256/494-1344 Champion Restaurants - Fiesta |
| 213 Lakeshore Pkwy | Homewood | AL | 35209 | 205/942-5024 Tacala LLC |
| 1821 Montgomery Highway | Hoover | AL | 35244 | 205/733-2015 Tacala LLC |
| 5192 Caldwell Mill Rd | Hoover | AL | 35244 | 205/991-5782 Tacala LLC |
| 3064 Warrior River Road | Hueytown | AL | 35023 | 205/491-8075 Tacala LLC |
| 950 Old Monrovia Rd NW | Huntsville | AL | 35806 | 256/837-3580 Tacala LLC |
| 1030 Airport Rd | Huntsville | AL | 35802 | 256/880-7006 Tacala LLC |
| 2015 Whitesburg Dr. S | Huntsville | AL | 35801 | 256/534-9211 Tacala LLC |
| 2885 Memorial Pkwy. | Huntsville | AL | 35810 | 256/859-1241 Tacala LLC |
| 4315 University Dr NW | Huntsville | AL | 35816 | 256/716-1112 Tacala LLC |
| 2150 Winchester Road | Huntsville | AL | 35811 | 256/666-4450 Tacala LLC |
| 1638 Hwy 72 E | Huntsville | AL | 35811 | 256/203-3196 Tacala LLC |
| 11300 Memorial Pkwy SW | Huntsville | AL | 35803 | Tacala LLC |
| 1611 Pelham Road S. | Jacksonville | AL | 36265 | 256/435-8403 Tacala LLC |
| 508 Hwy #78 West | Jasper | AL | 35501 | 205/221-2336 Tacala LLC |
| 1801 Ashville Rd | Leeds | AL | 35094 | 205/699-3300 Tacala LLC |
| 75835 Highway 77 | Lincoln | AL | 35096 | 205/763-2545 Champion Restaurants - Fiesta |
| 8860 Highway 20 | Madison | AL | 35758 | 256/772-8351 Mid-South Bells LLC |
| 7940 Highway 72 West | Madison | AL | 35758 | 256/721-1312 Tacala LLC |
| 12276 U.S. Highway 231 | Meridianville | AL | 35759 | 256/829-1033 FQSR LLC (dba KBP Foods) |
| 1235 AL-14 | Millbrook | AL | 36054 | 334/649-8050 Tacala LLC |
| 1115 Government St | Mobile | AL | 36604 | 251/433-8226 Southeast QSR LLC |
| 6301 Cottage Hill Road | Mobile | AL | 36609 | 251/666-8779 Southeast QSR LLC |
| 5392 Hwy 90 West | Mobile | AL | 36619 | 251/666-0014 Southeast QSR LLC |
| 7730 Airport Blvd | Mobile | AL | 36608 | 251/607-7077 Southeast QSR LLC |
| 5000 Moffett Rd | Mobile | AL | 36618 | 251/343-1132 Southeast QSR LLC |

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|-----------------------------|-------------------|----|-------|--|
| 3843 Airport Blvd | Mobile | AL | 36608 | 251/341-1836 Southeast QSR LLC |
| 915 Main St. | Montevallo | AL | 35115 | 205/665-5605 Tacala LLC |
| 5380 Atlanta Hwy | Montgomery | AL | 36109 | 334/272-7219 Tacala LLC |
| 2695 Zelda Rd | Montgomery | AL | 36107 | 334/244-1500 Tacala LLC |
| 5163 Carmichael Rd | Montgomery | AL | 36106 | 334/230-7622 Tacala LLC |
| 921 West South Blvd | Montgomery | AL | 36105 | 334/284-8404 Tacala LLC |
| 8801 Eastchase Parkway | Montgomery | AL | 36117 | 334/409-2002 Tacala LLC |
| 8020 Vaughn Road | Montgomery | AL | 36116 | 334/625-6205 Tacala LLC |
| 11880 AL Highway 157 | Moulton | AL | 35650 | 256/974-0888 Mid-South Bells LLC |
| 2100 Woodward Ave | Muscle Shoals | AL | 35661 | 256/386-0846 Tacala LLC |
| 1880 Mcfarland Blvd | Northport | AL | 35476 | 205/339-6640 Tacala LLC |
| 609 2nd Ave E | Oneonta | AL | 35121 | 205/625-5006 Mid-South Bells LLC |
| 2400 Pepperell Pkwy | Opelika | AL | 36801 | 334/749-0770 Tacala Georgia Corp. |
| 1300 Columbus Parkway | Opelika | AL | 36804 | 334/737-6470 Tacala Georgia Corp. |
| 6706 US Highway 431 | Owens Cross Roads | AL | 35763 | 256/533-4384 Tacala LLC |
| 504 Hamric Dr E | Oxford | AL | 36203 | 256/831-1629 Tacala LLC |
| 101 Cahaba Valley Pkwy | Pelham | AL | 35124 | 205/985-9625 Tacala LLC |
| 511 Martin St N | Pell City | AL | 35125 | 205/812-0134 Tacala LLC |
| 2059 Highway 280 | Phenix City | AL | 36867 | 334/480-9703 Tacala Georgia Corp. |
| 206 Highway 278 Bypass East | Piedmont | AL | 36272 | 256/447-0065 Champion Restaurants - Fiesta |
| 6726 Deerfoot Parkway | Pinson | AL | 35126 | 205/683-8780 Tacala LLC |
| 6650 Highway 75 | Pinson | AL | 35126 | 205/680-1222 Tacala LLC |
| 411 S Memorial Dr | Prattville | AL | 36067 | 334/365-5800 Tacala LLC |
| 71 McCurdy Ave N | Rainsville | AL | 35986 | 256/638-2622 Mid-South Bells LLC |
| 3221 Hwy 431 | Roanoke | AL | 36274 | 256/419-5455 Tacala LLC |
| 16391 Hwy 72 | Rogersville | AL | 35652 | 256/607-3660 Tacala LLC |
| 13831 U.S. 43 | Russellville | AL | 35653 | Tacala LLC |
| 827 Hwy 43 S | Saraland | AL | 36571 | 251/675-0099 Southeast QSR LLC |
| 308 County Park Rd | Scottsboro | AL | 35768 | 256/259-1473 Tacala LLC |
| 303 W Highland Ave | Selma | AL | 36701 | 334/872-6034 Tacala LLC |
| 1560 Highway 77 | Southside | AL | 35907 | 256/413-7001 Champion Restaurants - Fiesta |
| 30500-F State Hwy 181 | Spanish Fort | AL | 36527 | 251/626-6977 Southeast QSR LLC |
| 64 Springville Station Blvd | Springville | AL | 35146 | 205/467-2426 Tacala LLC |
| 610 Highway 78 E | Sumiton | AL | 35148 | Tacala LLC |
| 206 Haynes St. | Talladega | AL | 35160 | Tacala LLC |

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|-------------------------|-------------|----|-------|---------------------------------------|
| 1801 Pinson Valley Pkwy | Tarrant | AL | 35217 | 205/849-7464 Tacala LLC |
| 33951 Hwy 43 North | Thomasville | AL | 36784 | 334/636-1849 Pacific Bells LLC |
| 1116 Highway 231 S | Troy | AL | 36081 | 334/566-8970 Tacala Georgia Corp. |
| 5950 Valley Rd | Trussville | AL | 35173 | Tacala LLC |
| 815 Skyland Blvd | Tuscaloosa | AL | 35405 | 205/758-1000 Tacala LLC |
| 236 15th Street | Tuscaloosa | AL | 35401 | 205/752-6962 Tacala LLC |
| 2610 Stillman Blvd. | Tuscaloosa | AL | 35401 | 205/764-1768 Tacala LLC |
| 9050 Highway 69 S | Tuscaloosa | AL | 35405 | 205/752-2999 Tacala LLC |
| 2903 20th Avenue | Valley | AL | 36854 | 334/203-4789 Tacala Georgia Corp. |
| 319 Cane Creek Rd | Warrior | AL | 35180 | 205/590-0133 Tacala LLC |
| 5903 Us Hwy 231 | Wetumpka | AL | 36092 | 334/567-1845 Tacala LLC |
| 2463 US Highway 43 | Winfield | AL | 35594 | 205/487-8874 Tacala LLC |
| 541 Highway 71 N | Alma | AR | 72921 | 479/632-3373 K-Mac Enterprises Inc. |
| 121 Valley Rd | Arkadelphia | AR | 71923 | 870/246-5068 K-Mac Enterprises Inc. |
| 3126 Pine Street | Arkadelphia | AR | 71923 | 870/709-0085 K-Mac Enterprises Inc. |
| 118-132 US-167 | Bald Knob | AR | 72010 | 501/724-2524 JTB Development LLC |
| 1102 S Saint Louis St | Batesville | AR | 72501 | 870/793-7111 K-Mac Enterprises Inc. |
| 1957 W Dewitt Henry Dr | Beebe | AR | 72012 | 501/882-5833 K-Mac Enterprises Inc. |
| 1704 Military Rd | Benton | AR | 72015 | 501/315-4826 K-Mac Enterprises Inc. |
| 102 S Walton Blvd | Bentonville | AR | 72712 | 479/271-2399 K-Mac Enterprises Inc. |
| 2801 SE 14th | Bentonville | AR | 72712 | 479/254-9530 K-Mac Enterprises Inc. |
| 201 S Service Rd | Blytheville | AR | 72315 | 870/762-2310 TB of Blytheville |
| 711 E. Main | Booneville | AR | 72927 | 479/675-2216 FQSR LLC (dba KBP Foods) |
| 2007 North Main | Brinkley | AR | 72021 | 870/734-2818 Dwight Fraser |
| 8039 Hwy 49 North | Brookland | AR | 72417 | 870/336-0775 JTB Development LLC |
| 2211 N Reynolds Rd | Bryant | AR | 72022 | 501/847-0155 K-Mac Enterprises Inc. |
| 1430 W Locust | Cabot | AR | 72023 | 501/843-0186 K-Mac Enterprises Inc. |
| 1320 Highway 278 Byp | Camden | AR | 71701 | 870/836-6130 K-Mac Enterprises Inc. |
| 1775 E. Centerton Blvd. | Centerton | AR | 72719 | 479/795-1170 K-Mac Enterprises Inc. |
| 1105 South Rogers | Clarksville | AR | 72830 | 479/705-8613 K-Mac Enterprises Inc. |
| 1014 Highway 65 Bus | Clinton | AR | 72031 | 501/745-6900 K-Mac Enterprises Inc. |
| 205 E Oak Street | Conway | AR | 72032 | 501/329-5090 K-Mac Enterprises Inc. |
| 2715 Prince Street | Conway | AR | 72032 | 501/327-7007 K-Mac Enterprises Inc. |
| 2195 Dave Ward Drive | Conway | AR | 72034 | 501/764-4774 K-Mac Enterprises Inc. |
| 200 Missouri Ave | Corning | AR | 72422 | 870/857-5700 JTB Development LLC |

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|--------------------------------|---------------|----|-------|-------------------------------------|
| 109 West First Avenue | Crossett | AR | 71635 | 870/364-1777 K-Mac Enterprises Inc. |
| 618 Union St | Dardanelle | AR | 72834 | 479/229-1943 K-Mac Enterprises Inc. |
| 820 North Lakeside Drive | De Queen | AR | 71832 | 501/214-8927 K-Mac Enterprises Inc. |
| 2700 N. West Avenue | El Dorado | AR | 71730 | 870/862-7079 K-Mac Enterprises Inc. |
| 1600 West Hillsboro Street | El Dorado | AR | 71730 | 870/444-2945 K-Mac Enterprises Inc. |
| 331 W. Main St. | Farmington | AR | 72730 | 479/267-3484 K-Mac Enterprises Inc. |
| 2055 W Martin Luther King Blvd | Fayetteville | AR | 72701 | 479/521-2538 K-Mac Enterprises Inc. |
| 1878 N Crossover Rd | Fayetteville | AR | 72701 | 479/442-4778 K-Mac Enterprises Inc. |
| 176 East Joyce Blvd. | Fayetteville | AR | 72703 | 479/251-8013 K-Mac Enterprises Inc. |
| 1147 North Colorado | Fayetteville | AR | 72703 | 479/521-6629 K-Mac Enterprises Inc. |
| 2055 N Washington | Forrest City | AR | 72335 | 870/633-8371 K-Mac Enterprises Inc. |
| 4910 Towson Avenue | Fort Smith | AR | 72901 | 479/646-9623 K-Mac Enterprises Inc. |
| 915 North Greenwood | Fort Smith | AR | 72901 | 479/783-0202 K-Mac Enterprises Inc. |
| 7910 Rogers Ave | Fort Smith | AR | 72903 | 479/484-7534 K-Mac Enterprises Inc. |
| 9203 Highway 71 S | Fort Smith | AR | 72916 | 479/646-2173 K-Mac Enterprises Inc. |
| 4 N Broadview St | Greenbrier | AR | 72058 | 501/679-5358 K-Mac Enterprises Inc. |
| 820 West Center | Greenwood | AR | 72936 | 479/996-1657 K-Mac Enterprises Inc. |
| 2291 Highway 62 and 412 West | Hardy | AR | 72542 | 870/856-3222 Chris E. Fowler |
| 629 Highway 6265 North | Harrison | AR | 72601 | 870/741-8704 K-Mac Enterprises Inc. |
| 1623 Highway 25B | Heber Springs | AR | 72543 | 501/362-7575 K-Mac Enterprises Inc. |
| 1501 N Hervey St | Hope | AR | 71801 | 870/777-2668 K-Mac Enterprises Inc. |
| 1100 Albert Pike | Hot Springs | AR | 71913 | 501/321-4395 K-Mac Enterprises Inc. |
| 141 E Grand Avenue | Hot Springs | AR | 71901 | 501/623-2947 K-Mac Enterprises Inc. |
| 4016 Central Ave | Hot Springs | AR | 71913 | 501/623-5610 K-Mac Enterprises Inc. |
| 14211 Highway 412 | Huntsville | AR | 72740 | 479/334-2315 K-Mac Enterprises Inc. |
| 1809 N 1st St | Jacksonville | AR | 72076 | 501/982-9172 K-Mac Enterprises Inc. |
| 2100 S. Caraway Road | Jonesboro | AR | 72401 | 870/932-9039 TB Of Jonesboro Inc. |
| 2003 West Parker Road | Jonesboro | AR | 72404 | 870/972-6332 Chris E. Fowler |
| 139 Southwest Drive | Jonesboro | AR | 72401 | 870/935-1650 Chris E. Fowler |
| 1300 John Barrow Rd | Little Rock | AR | 72205 | 501/224-9004 K-Mac Enterprises Inc. |
| 4424 Markham Road | Little Rock | AR | 72205 | 501/664-5161 K-Mac Enterprises Inc. |
| 8108 Geyer Springs Rd | Little Rock | AR | 72209 | 501/565-8784 K-Mac Enterprises Inc. |
| 6233 Colonel Glenn Rd | Little Rock | AR | 72204 | 501/562-4973 K-Mac Enterprises Inc. |
| 9600 N Rodney Parham Rd | Little Rock | AR | 72227 | 501/225-7074 K-Mac Enterprises Inc. |
| 600 South Bowman Road | Little Rock | AR | 72211 | 501/224-7255 K-Mac Enterprises Inc. |

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|---------------------------|-------------------|----|-------|-------------------------------------|
| 719 South Broadway | Little Rock | AR | 72201 | 501/375-1885 K-Mac Enterprises Inc. |
| 1690 N. Center Street | Lonoke | AR | 72086 | 501/676-7826 Dwight Fraser |
| 106 South Bloomington | Lowell | AR | 72745 | 479/770-0948 K-Mac Enterprises Inc. |
| 1521 E. Main | Magnolia | AR | 71753 | 870/234-0044 K-Mac Enterprises Inc. |
| 1601 Hwy 270 Ste #219 | Malvern | AR | 72104 | 501/337-1266 K-Mac Enterprises Inc. |
| 403 Highway 71 N | Mena | AR | 71953 | 479/394-5482 Chris E. Fowler |
| 435 Highway 425 North | Monticello | AR | 71655 | 870/367-9229 K-Mac Enterprises Inc. |
| 98 Medical Services Drive | Morrilton | AR | 72110 | 501/208-5884 K-Mac Enterprises Inc. |
| 833 Highway 62 E | Mountain Home | AR | 72653 | 870/425-0612 K-Mac Enterprises Inc. |
| 1302 S. 4th Street | Nashville | AR | 71852 | 870/451-9616 K-Mac Enterprises Inc. |
| 301 Highway 67 N | Newport | AR | 72112 | 870/523-4116 K-Mac Enterprises Inc. |
| 2531 Highway 161 | North Little Rock | AR | 72117 | 501/945-5760 K-Mac Enterprises Inc. |
| 901 E Broadway | North Little Rock | AR | 72114 | 501/372-5047 K-Mac Enterprises Inc. |
| 3900 McCain Blvd | North Little Rock | AR | 72116 | 501/812-6464 K-Mac Enterprises Inc. |
| 11525 Maumelle Blvd | North Little Rock | AR | 72113 | 501/812-6796 K-Mac Enterprises Inc. |
| 1001 W. Keiser | Osceola | AR | 72370 | 870/563-5566 Chris E. Fowler |
| 103 Airport Road | Ozark | AR | 72949 | 479/667-9095 K-Mac Enterprises Inc. |
| 2525 W Kings Hwy | Paragould | AR | 72450 | 870/236-8782 K-Mac Enterprises Inc. |
| 1409 East Walnut | Paris | AR | 72855 | 479/963-8520 K-Mac Enterprises Inc. |
| 2712 Olive St | Pine Bluff | AR | 71601 | 870/536-5600 K-Mac Enterprises Inc. |
| 3501 Camden Rd | Pine Bluff | AR | 71603 | 870/879-6604 K-Mac Enterprises Inc. |
| 1611 Hwy 67 South | Pocahontas | AR | 72455 | 870/810-0004 JTB Development LLC |
| 604 S 8th Street | Rogers | AR | 72756 | 479/631-7484 K-Mac Enterprises Inc. |
| 2080 Promenade | Rogers | AR | 72756 | 479/936-7386 K-Mac Enterprises Inc. |
| 1308 N Arkansas Ave | Russellville | AR | 72801 | 479/968-7444 K-Mac Enterprises Inc. |
| 301 N. Elmira Ave. | Russellville | AR | 72802 | 479/967-2121 K-Mac Enterprises Inc. |
| 3307 E Race | Searcy | AR | 72143 | 501/268-1709 K-Mac Enterprises Inc. |
| 2513 W Beebe Capps Expy | Searcy | AR | 72143 | 501/268-2246 K-Mac Enterprises Inc. |
| 7201 JFK Blvd | Sherwood | AR | 72120 | 501/835-3357 K-Mac Enterprises Inc. |
| 8350 Warden Road | Sherwood | AR | 72120 | 501/835-5570 K-Mac Enterprises Inc. |
| 1050 Hwy 412 W | Siloam Springs | AR | 72761 | 479/524-3920 K-Mac Enterprises Inc. |
| 406 S. Thompson | Springdale | AR | 72764 | 479/750-1737 K-Mac Enterprises Inc. |
| 4322 West Sunset | Springdale | AR | 72762 | 479/751-2344 K-Mac Enterprises Inc. |
| 1728 East Robinson Avenue | Springdale | AR | 72764 | 479/756-1354 K-Mac Enterprises Inc. |
| 512 W. 22nd Street | Stuttgart | AR | 72160 | 870/673-3071 K-Mac Enterprises Inc. |

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| 504 Hwy. 63 & Speedway | Trumann | AR | 72472 | 870/483-2212 Chris E. Fowler |
| 3003 Alma Hwy | Van Buren | AR | 72956 | 479/471-5309 K-Mac Enterprises Inc. |
| 511 North Plaza Dr | Van Buren | AR | 72956 | 479/410-1851 K-Mac Enterprises Inc. |
| 600 Hwy 67 B | Walnut Ridge | AR | 72476 | 870/809-4774 JTB Development LLC |
| 761 North Sebastian Street | West Helena | AR | 72390 | 870/572-9937 K-Mac Enterprises Inc. |
| 1209 N. Missouri St. | West Memphis | AR | 72301 | 870/735-5709 Hospitality Memphis Inc. |
| 900 Martin Luther King Dr. | West Memphis | AR | 72301 | 870/735-8156 Chris E. Fowler |
| 8011 Sheridan Road | White Hall | AR | 71602 | 870/247-6977 K-Mac Enterprises Inc. |
| 1913 N. Falls | Wynne | AR | 72396 | 870/238-9111 Chris E. Fowler |
| 3659 W. Anthem Way | Anthem | AZ | 85086 | 623/465-9573 Luihn VantEdge Partners LLC |
| 97 West Apache Trail | Apache Junction | AZ | 85120 | 480/982-0888 Sand Taco Inc. |
| 10711 W Indian School Rd | Avondale | AZ | 85392 | 623/877-1111 Hot Tacos Inc. |
| 1529 N Dysart Rd | Avondale | AZ | 85323 | 623/536-9800 Hot Tacos Inc. |
| 11325 W Buckeye Road | Avondale | AZ | 85323 | 623/907-0160 Hot Tacos Inc. |
| 9940 W McDowell Rd. | Avondale | AZ | 85392 | 623/643-9816 Hot Tacos Inc. |
| 650 South Highway 90 | Benson | AZ | 85602 | 832/266-1224 PAK Foods LLC |
| 1164 S Watson Rd | Buckeye | AZ | 85326 | 623/327-1347 Hot Tacos Inc. |
| 1560 N. Verrado Way | Buckeye | AZ | 85396 | 480/409-2907 Hot Tacos Inc. |
| 1562 Marina Blvd | Bullhead City | AZ | 86442 | 928/763-8454 Hot Tacos Inc. |
| 600 Highway 95 | Bullhead City | AZ | 86430 | 928/754-2900 Hot Tacos Inc. |
| 1602 W Highway 260 | Camp Verde | AZ | 86322 | 928/554-0233 Hot Tacos Inc. |
| 1729 E Florence Blvd | Casa Grande | AZ | 85122 | 520/876-4880 Luihn VantEdge Partners LLC |
| 2814 N. Pinal Ave. | Casa Grande | AZ | 85122 | 520/836-8814 Luihn VantEdge Partners LLC |
| 29844 N Cave Creek Rd | Cave Creek | AZ | 85331 | 480/585-5781 Hot Tacos Inc. |
| 2030 North Alma School Rd | Chandler | AZ | 85224 | 480/732-9322 Luihn VantEdge Partners LLC |
| 2930 South Alma School Road | Chandler | AZ | 85248 | 480/857-8650 Luihn VantEdge Partners LLC |
| 4080 S Gilbert Rd. | Chandler | AZ | 85249 | 480/219-0529 Luihn VantEdge Partners LLC |
| 1147 N Hwy 89 | Chino Valley | AZ | 86323 | 928/636-5001 Vista Foods Inc. |
| 4529 West Highway 60 | Claypool | AZ | 85532 | 928/425-7081 Hefcam Inc. |
| 1505 N. Arizona Boulevard | Coolidge | AZ | 85128 | 520/723-0250 Anred Inc. |
| 2140 E State Route 89-A | Cottonwood | AZ | 86326 | 928/634-2462 HWY 89A Tacos Inc. |
| 1255 S Milton Rd | Flagstaff | AZ | 86001 | 928/556-0889 Luihn VantEdge Partners LLC |
| 3460 E Route 66 | Flagstaff | AZ | 86004 | 928/526-2036 Luihn VantEdge Partners LLC |
| 1801 E Butler Ave | Flagstaff | AZ | 86001 | 928/774-6184 Luihn VantEdge Partners LLC |
| 558 N Pinal Parkway | Florence | AZ | 85132 | 520/868-8471 WMM Inc. |

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| 4978 S Highway 95 | Fort Mohave | AZ | 86426 | 928/763-8080 Hot Tacos Inc. |
| 3601 East Baseline Road | Gilbert | AZ | 85234 | 480/892-0341 Luihn VantEdge Partners LLC |
| 885 West Warner Road | Gilbert | AZ | 85233 | 480/926-5336 Luihn VantEdge Partners LLC |
| 1550 E Warner Rd. | Gilbert | AZ | 85296 | 480/539-9986 Luihn VantEdge Partners LLC |
| 2881 S. Market St. | Gilbert | AZ | 85296 | 480/855-5725 Luihn VantEdge Partners LLC |
| 3104 E. Chandler Heights Road | Gilbert | AZ | 85298 | 480/327-6931 Luihn VantEdge Partners LLC |
| 4133 E. Williams Field Road | Gilbert | AZ | 85295 | Luihn VantEdge Partners LLC |
| 4402 W Glendale | Glendale | AZ | 85301 | 623/939-7668 Hot Tacos Inc. |
| 5705 W Bell Rd | Glendale | AZ | 85308 | 602/547-0209 Hot Tacos Inc. |
| 6901 North Litchfield Road | Glendale | AZ | 85307 | 623/535-1518 Hot Tacos Inc. |
| 7714 West Bell Road | Glendale | AZ | 85308 | 623/487-1012 Hot Tacos Inc. |
| 6708 W. Deer Valley Road | Glendale | AZ | 85310 | 623/537-3560 SWT Arizona Investments LLC |
| 6606 West Camelback | Glendale | AZ | 85301 | 623/846-4994 Luihn VantEdge Partners LLC |
| 3626 W. Pinnacle Peak Rd. | Glendale | AZ | 85310 | 623/869-0936 SWT Arizona Investments LLC |
| 4351 W. Olive | Glendale | AZ | 85302 | 623/934-1585 Hot Tacos Inc. |
| 7795 North 59th Ave. | Glendale | AZ | 85301 | 623/939-8300 Hot Tacos Inc. |
| 1700 E Ash St | Globe | AZ | 85501 | 928/425-3536 Hefcam Inc. |
| 251 North Litchfield Road | Goodyear | AZ | 85338 | 623/925-9799 Hot Tacos Inc. |
| 1740 N. Pebble Creek PA | Goodyear | AZ | 85395 | 623/536-2907 Hot Tacos Inc. |
| 16950 Yuma Road | Goodyear | AZ | 85338 | 623/932-0895 Hot Tacos Inc. |
| 17676 W Elliot Rd. | Goodyear | AZ | 85338 | 623/915-8828 Hot Tacos Inc. |
| 80 W Duval Mine Rd | Green Valley | AZ | 85614 | 520/399-9175 Hot Tacos Inc. |
| 1606 Navajo Blvd | Holbrook | AZ | 86025 | 928/524-6576 Hot Tacos Inc. |
| Hwy 160 | Kayenta | AZ | 86033 | 928/697-3555 High Desert QSRs LLC |
| 3350 E Andy Devine | Kingman | AZ | 86401 | 928/757-7277 Hot Tacos Inc. |
| 3220 Stockton Hill Rd | Kingman | AZ | 86409 | 928/757-1500 Hot Tacos Inc. |
| 44 N Lake Havasu Ave | Lake Havasu City | AZ | 86403 | 928/453-3616 Hot Tacos Inc. |
| 127 W White Mountain Blvd | Lakeside | AZ | 85929 | 928/367-0496 Hot Tacos Inc. |
| 7233 S. 51st Avenue | Laveen | AZ | 85339 | 602/237-3457 Hot Tacos Inc. |
| 20980 N John Wayne Pkwy | Maricopa | AZ | 85139 | 520/868-6969 Luihn VantEdge Partners LLC |
| 2760 South Alma School | Mesa | AZ | 85210 | 480/831-7846 Hot Tacos Inc. |
| 2160 Baseline Rd | Mesa | AZ | 85204 | 480/892-9167 Luihn VantEdge Partners LLC |
| 1148 N Higley Rd | Mesa | AZ | 85205 | 480/985-0848 WMM Inc. |
| 352 E Brown Rd | Mesa | AZ | 85201 | 480/461-9362 Hot Tacos Inc. |
| 2663 E Broadway Rd. | Mesa | AZ | 85204 | 480/835-9466 WMM Inc. |

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| 1125 S Dobson Rd | Mesa | AZ | 85202 | 480/835-1011 WMM Inc. |
| 6111 E Southern Ave | Mesa | AZ | 85206 | 480/981-2073 Hot Tacos Inc. |
| 1215 E. McKellips Rd. | Mesa | AZ | 85203 | 480/833-6073 WMM Inc. |
| 4444 East Main Street | Mesa | AZ | 85205 | 480/924-7525 Hot Tacos Inc. |
| 2028 North Power Road | Mesa | AZ | 85215 | 480/325-1195 WMM Inc. |
| 1256 South Country Club Dr | Mesa | AZ | 85210 | 480/222-0188 Luihn VantEdge Partners LLC |
| 9315 E Baseline Road | Mesa | AZ | 85209 | 480/986-3399 Sand Taco Inc. |
| 310 W Main Street | Mesa | AZ | 85201 | 480/964-2181 Hot Tacos Inc. |
| 917 N. Dobson Rd. | Mesa | AZ | 85201 | 480/964-1990 WMM Inc. |
| 6742 E MAIN ST | Mesa | AZ | 85205 | 480/830-6335 Hot Tacos Inc. |
| 1131 S. Stapley Dr. | Mesa | AZ | 85204 | 480/962-9757 Luihn VantEdge Partners LLC |
| 10815 N Oracle Rd | Oro Valley | AZ | 85737 | 520/219-2977 TacoBocci LLC |
| 1010 Haul Road | Page | AZ | 86040 | 928/645-0013 Hot Tacos Inc. |
| 129 West Riverside Drive | Parker | AZ | 85344 | 928/669-9593 Hot Tacos Inc. |
| 110 Highway 260 | Payson | AZ | 85541 | 928/474-6141 Hot Tacos Inc. |
| 6745 W Peoria Ave | Peoria | AZ | 85345 | 623/878-0077 Hot Tacos Inc. |
| 8301 W Peoria Ave | Peoria | AZ | 85345 | 623/979-6090 Hot Tacos Inc. |
| 9251 W Union Hills Dr | Peoria | AZ | 85382 | 623/977-4020 SWT Arizona Investments LLC |
| 7541 W Thunderbird Road | Peoria | AZ | 85381 | 623/334-5074 SWT Arizona Investments LLC |
| 9380 W. Northern Avenue | Peoria | AZ | 85305 | 623/772-5429 Hot Tacos Inc. |
| 9831 W. Happy Valley Rd. | Peoria | AZ | 85383 | 623/362-3686 Hot Tacos Inc. |
| 3502 W Van Buren | Phoenix | AZ | 85009 | 602/484-7712 Hot Tacos Inc. |
| 9019 N 19th Ave. | Phoenix | AZ | 85021 | 602/944-8000 Gladden Enterprises Inc. |
| 3101 E Thomas Rd | Phoenix | AZ | 85016 | 602/955-9740 Hot Tacos Inc. |
| 2450 E Indian School Rd | Phoenix | AZ | 85016 | 602/522-7160 Luihn VantEdge Partners LLC |
| 3517 W Glendale Ave | Phoenix | AZ | 85051 | 602/242-8730 Hot Tacos Inc. |
| 7449 W Indian School Rd | Phoenix | AZ | 85033 | 623/846-2077 Hot Tacos Inc. |
| 4209 W Bell Rd | Phoenix | AZ | 85053 | 602/978-9181 Hot Tacos Inc. |
| 4035 N 7th Ave | Phoenix | AZ | 85013 | 602/266-2819 Luihn VantEdge Partners LLC |
| 1501 E Bethany Home Rd | Phoenix | AZ | 85014 | 602/263-7641 Luihn VantEdge Partners LLC |
| 12223 N Cave Creek Rd | Phoenix | AZ | 85022 | 602/867-0611 Hot Tacos Inc. |
| 4950 W. Thunderbird Rd | Phoenix | AZ | 85306 | 602/843-4774 Hot Tacos Inc. |
| 15240 N. 32nd Street | Phoenix | AZ | 85032 | 602/493-7404 Luihn VantEdge Partners LLC |
| 1802 South 7th Street | Phoenix | AZ | 85034 | 602/258-6166 Hot Tacos Inc. |
| 14002 N Scottsdale | Phoenix | AZ | 85254 | 480/951-8474 Luihn VantEdge Partners LLC |

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| 4815 East Warner | Phoenix | AZ | 85044 | 480/893-0986 Luihn VantEdge Partners LLC |
| 4751 E Shea Blvd | Phoenix | AZ | 85028 | 480/922-8193 Luihn VantEdge Partners LLC |
| 1860 N 75th Ave | Phoenix | AZ | 85035 | 623/849-4164 Hot Tacos Inc. |
| 4304 W Indian School Rd | Phoenix | AZ | 85031 | 623/245-2315 Hot Tacos Inc. |
| 15604 S 40th St | Phoenix | AZ | 85048 | 480/759-8180 Luihn VantEdge Partners LLC |
| 1909 West Deer Valley Rd | Phoenix | AZ | 85027 | 623/516-4776 Luihn VantEdge Partners LLC |
| 4854 East Bell Road | Phoenix | AZ | 85254 | 602/971-7131 Luihn VantEdge Partners LLC |
| 2601 North 44th Street | Phoenix | AZ | 85008 | 602/952-0834 Hot Tacos Inc. |
| 7440 S 7th St | Phoenix | AZ | 85042 | 602/276-9291 Hot Tacos Inc. |
| 1747 W Bethany Home Rd | Phoenix | AZ | 85015 | 602/335-1710 Luihn VantEdge Partners LLC |
| 1220 North 51st Ave | Phoenix | AZ | 85043 | 602/233-2211 Hot Tacos Inc. |
| 301 East McDowell Road | Phoenix | AZ | 85004 | 602/252-9332 Hot Tacos Inc. |
| 3507 W. Peoria Ave. | Phoenix | AZ | 85029 | 602/978-4104 Luihn VantEdge Partners LLC |
| 419 West Bell Road | Phoenix | AZ | 85023 | 602/548-7575 Luihn VantEdge Partners LLC |
| 4430 South 48th Street | Phoenix | AZ | 85040 | 602/453-9330 Hot Tacos Inc. |
| 1004 N. 24th St. | Phoenix | AZ | 85008 | 602/393-0881 Luihn VantEdge Partners LLC |
| 2660 W. Thunderbird | Phoenix | AZ | 85023 | 602/863-2778 Luihn VantEdge Partners LLC |
| 6645 W. Happy Valley Rd. | Phoenix | AZ | 85310 | 623/825-0284 Hot Tacos Inc. |
| 8645 N. 7th St. | Phoenix | AZ | 85020 | 602/371-0158 Hot Tacos Inc. |
| 2430 E. Beardsley Rd. | Phoenix | AZ | 85050 | 602/765-0010 Hot Tacos Inc. |
| 725 W. Southern Avenue | Phoenix | AZ | 85041 | 602/243-1893 Hot Tacos Inc. |
| 34906 N Valley Parkway | Phoenix | AZ | 85086 | 623/516-7776 Luihn VantEdge Partners LLC |
| 5825 S 35th Ave | Phoenix | AZ | 85041 | 602/268-9266 Hot Tacos Inc. |
| 4850 N. 99th Ave | Phoenix | AZ | 85037 | 623/872-1327 Hot Tacos Inc. |
| 2465 E Baseline Rd | Phoenix | AZ | 85042 | 602/268-9189 Hot Tacos Inc. |
| 201 W. Washington Suite 105 | Phoenix | AZ | 85004 | 602/296-4054 Hot Tacos Inc. |
| 847 Miller Valley Road | Prescott | AZ | 86301 | 928/443-1918 Vista Foods Inc. |
| 3188 Willow Creek Road | Prescott | AZ | 86305 | 928/771-9609 Vista Foods Inc. |
| 7820 E State Route 69 | Prescott Valley | AZ | 86314 | 928/772-0414 Vista Foods Inc. |
| 21222 E Rittenhouse Rd | Queen Creek | AZ | 85142 | 480/888-9402 E & C Taco Inc. |
| 18510 E Rittenhouse Rd | Queen Creek | AZ | 85142 | 480/988-9829 Luihn VantEdge Partners LLC |
| 50 West Ocotillo Road | Queen Creek | AZ | 85142 | 480/718-3215 E & C Taco Inc. |
| 735 W. Sahuarita Road | Sahuarita | AZ | 85629 | 520/625-4649 Hot Tacos Inc. |
| 1711 Hunt Highway | San Tan Valley | AZ | 85143 | 480/987-9023 E & C Taco Inc. |
| 7153 E Thomas Rd | Scottsdale | AZ | 85251 | 480/947-4463 Luihn VantEdge Partners LLC |

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| 7847 E Mc Dowell Rd | Scottsdale | AZ | 85257 | 480/946-6449 Hot Tacos Inc. |
| 9059 E Indian Bend Rd | Scottsdale | AZ | 85250 | 480/596-1260 Luihn VantEdge Partners LLC |
| 10130 North 90th Street | Scottsdale | AZ | 85258 | 480/451-4175 Luihn VantEdge Partners LLC |
| 15776 N Frank Lloyd Wright Blvd | Scottsdale | AZ | 85260 | 480/860-0712 Luihn VantEdge Partners LLC |
| 11072 No Frank Lloyd Wright | Scottsdale | AZ | 85259 | 480/767-0257 Luihn VantEdge Partners LLC |
| 4425 S White Mountain Road | Show Low | AZ | 85901 | 928/537-3366 Hot Tacos Inc. |
| 3920 East Fry Blvd | Sierra Vista | AZ | 85635 | 520/459-6019 TacoBocci LLC |
| 10661 Grand Avenue | Sun City | AZ | 85351 | 623/583-5436 SWT Arizona Investments LLC |
| 13726 W Bell Rd | Surprise | AZ | 85374 | 623/544-4699 Hot Tacos Inc. |
| 13752 W. Waddell Road | Surprise | AZ | 85379 | 623/546-2500 Hot Tacos Inc. |
| 16655 W. Bell Road | Surprise | AZ | 85374 | 623/546-9080 Hot Tacos Inc. |
| 716 N. Main Street | Taylor | AZ | 85939 | 928/536-4475 Hot Tacos Inc. |
| 1415 West Elliot Road | Tempe | AZ | 85284 | 480/893-0714 Luihn VantEdge Partners LLC |
| 1801 East Guadalupe | Tempe | AZ | 85283 | 480/756-0991 Hot Tacos Inc. |
| 9960 South Rural Road | Tempe | AZ | 85284 | 480/940-0442 Luihn VantEdge Partners LLC |
| 912 E Apache Blvd | Tempe | AZ | 85281 | 480/966-7763 Hot Tacos Inc. |
| 1674 E. Southern Ave. | Tempe | AZ | 85282 | 480/838-3468 Luihn VantEdge Partners LLC |
| 855 W. Baseline | Tempe | AZ | 85283 | 480/831-2330 Luihn VantEdge Partners LLC |
| 1336 W. University Drive | Tempe | AZ | 85281 | 480/590-1809 Hot Tacos Inc. |
| 423 S Mill Ave | Tempe | AZ | 85281 | 602/675-8380 Hot Tacos Inc. |
| 2267 W Highway 70 | Thatcher | AZ | 85552 | 928/428-3330 Hefcam Inc. |
| 9850 W. Lower Buckeye Rd. | Tolleson | AZ | 85353 | 623/936-5139 Hot Tacos Inc. |
| 1014 Main Street | Tuba City | AZ | 86045 | 928/283-5101 TCTB LLC |
| 1111 S Wilmot Rd | Tucson | AZ | 85711 | 520/747-1201 TacoBocci LLC |
| 7915 N Oracle Rd | Tucson | AZ | 85704 | 520/297-3180 TacoBocci LLC |
| 7140 N. Thornydale Rd. | Tucson | AZ | 85741 | 520/744-4746 TacoBocci LLC |
| 4951 S Campbell Ave | Tucson | AZ | 85706 | 520/573-1986 TacoBocci LLC |
| 9410 E. Golf Links Rd. | Tucson | AZ | 85730 | 520/722-0502 TacoBocci LLC |
| 495 E. Wetmore Rd. | Tucson | AZ | 85705 | 520/887-3070 TacoBocci LLC |
| 1620 W Valencia Rd | Tucson | AZ | 85746 | 520/741-1311 TacoBocci LLC |
| 1818 E. Speedway Blvd. | Tucson | AZ | 85719 | 520/321-1141 TacoBocci LLC |
| 8578 East Broadway Blvd | Tucson | AZ | 85710 | 520/885-5581 TacoBocci LLC |
| 3930 East 22nd Street | Tucson | AZ | 85711 | 520/745-9510 TacoBocci LLC |
| 3455 E Grant Rd | Tucson | AZ | 85716 | 520/320-7554 TacoBocci LLC |
| 2150 W. River Rd. | Tucson | AZ | 85741 | 520/293-6581 TacoBocci LLC |

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| 6616 E Grant Rd | Tucson | AZ | 85715 | 520/722-7796 TacoBocci LLC |
| 1720 W. Speedway Blvd | Tucson | AZ | 85745 | 520/622-0155 TacoBocci LLC |
| 8084 North Cortaro Road | Tucson | AZ | 85743 | 520/505-5686 A&W Tacos LLC |
| 10265 E. Old Vail Road | Tucson | AZ | 85747 | 520/574-2023 TacoBocci LLC |
| 1210 W. Irvington Rd | Tucson | AZ | 85714 | 520/203-7768 TacoBocci LLC |
| 528 E Wickenburg Way | Wickenburg | AZ | 85358 | 928/684-9113 Hot Tacos Inc. |
| 800 N. Grand Canyon Boulevard | Williams | AZ | 86046 | 928/635-4435 Vista Foods Inc. |
| 1605 No Park Drive | Winslow | AZ | 86047 | 928/289-4212 Hot Tacos Inc. |
| 1676 4th Avenue | Yuma | AZ | 85364 | 928/783-0954 Hot Tacos Inc. |
| 750 E. 32nd St. | Yuma | AZ | 85365 | 928/344-3509 Hot Tacos Inc. |
| 2353 South Ave. B | Yuma | AZ | 85364 | 928/782-0224 Hot Tacos Inc. |
| 10754 S. Commercial Centre Loop | Yuma | AZ | 85365 | 928/342-0577 Hot Tacos Inc. |
| 5589 Kanan Road | Agoura Hills | CA | 91301 | 818/991-8268 Engen Enterprises Inc. |
| 1900 Webster | Alameda | CA | 94501 | 510/473-0112 Golden Gate Bell LLC |
| 3160-D Danville Blvd. | Alamo | CA | 94507 | 925/406-0185 Golden Gate Bell LLC |
| 635 San Pablo Ave | Albany | CA | 94706 | 510/527-5090 PRB Management LLC |
| 241 E Valley Blvd | Alhambra | CA | 91801 | 626/284-1304 J & S Food Sales Inc. |
| 2588 W. Commonwealth Ave. | Alhambra | CA | 91801 | 626/458-7714 C&R Restaurant Group L.P. |
| 26521 Aliso Creek Road | Aliso Viejo | CA | 92656 | 949/831-4122 Cotti Foods Corporation |
| 408 Napa Junction Rd. | American Canyon | CA | 94503 | 707/552-2018 Golden Gate Bell LLC |
| 8972 Katella Ave | Anaheim | CA | 92804 | 714/995-4754 Sonar Inc. |
| 324 S Brookhurst | Anaheim | CA | 92804 | 714/778-0730 West Side Fast Foods LLC |
| 810 N Euclid | Anaheim | CA | 92801 | 714/563-9579 Sonar Inc. |
| 1600 W. Katella Ave. | Anaheim | CA | 92802 | 714/491-6682 C&R Restaurant Group L.P. |
| 2144 South Harbor Blvd | Anaheim | CA | 92802 | 714/638-3429 T&T Taco LLC |
| 1212 South Harbor Blvd | Anaheim | CA | 92805 | 714/563-2477 Cotti Foods Corporation |
| 1075 North Tustin Avenue | Anaheim | CA | 92807 | 714/632-5616 Cotti Foods Corporation |
| 100 N State College Blvd | Anaheim | CA | 92806 | 714/774-4314 Cotti Foods Corporation |
| 3270 W. Lincoln Ave. | Anaheim | CA | 92801 | 714/855-4600 C&R Restaurant Group L.P. |
| 2770 Mcmurry | Anderson | CA | 96007 | 530/365-4816 J.A. Sutherland Inc. |
| 200 S Main | Angels Camp | CA | 95221 | 209/736-4455 Silver Oak Management Corp. |
| 8045 Watt Ave | Antelope | CA | 95843 | 916/338-1179 Silver Oak Management Corp. |
| 3445 Deer Valley Rd | Antioch | CA | 94531 | 925/754-6685 Golden Gate Bell LLC |
| 4346 Lone Tree Way | Antioch | CA | 94531 | 925/978-1132 Golden Gate Bell LLC |
| 1706 A ST | Antioch | CA | 94509 | 925/753-0105 Golden Gate Bell LLC |

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| 20185 Highway 18 | Apple Valley | CA | 92307 | 760/242-3388 Cotti Foods Corporation |
| 849 South Baldwin | Arcadia | CA | 91007 | 626/445-4700 Zubair M. Kazi |
| 12156 South Street | Artesia | CA | 90701 | 562/924-1650 Cotti Foods Corporation |
| 330 Bear Mountain Blvd. | Arvin | CA | 93203 | 661/390-4309 Gurmit Jhaj |
| 7385 El Camino Real | Atascadero | CA | 93422 | 805/466-7647 Engen Enterprises Inc. |
| 801 Bellevue Road | Atwater | CA | 95301 | 209/358-3131 Inmack Foods Inc. |
| 1717 Grass Valley Hwy | Auburn | CA | 95603 | 530/823-2445 T & K L.P. |
| 1895 Auburn Ravine Road | Auburn | CA | 95603 | 530/885-3318 T & K L.P. |
| 800 E Alosta | Azusa | CA | 91702 | 626/334-9595 J & S Food Sales Inc. |
| 1150 W Foothill | Azusa | CA | 91702 | 626/334-0889 Danbarb Inc. |
| 72083 Baker Blvd | Baker | CA | 92309 | 760/733-4065 Grewal Foods Inc. |
| 9741 S. Enos Ln | Bakersfield | CA | 93311 | 661/763-2425 Gurmit Jhaj |
| 5812 Comanche Drive | Bakersfield | CA | 93306 | 661/404-5416 Raji Brar |
| 3120 Baldwin Park Blvd | Baldwin Park | CA | 91706 | 626/337-4713 C&R Restaurant Group L.P. |
| 2034 W. Ramsey St. | Banning | CA | 92220 | 951/849-4419 JJC Foods LLC |
| 1500 east Main Street | Barstow | CA | 92311 | 760/255-2142 Alvarado Restaurant Group LLC |
| 2713 Willow Pass Road | Bay Point | CA | 94565 | 925/709-9023 Golden Gate Bell LLC |
| 1604 2nd St | Beaumont | CA | 92223 | 951/769-0302 JJC Foods LLC |
| 6800 Eastern Avenue | Bell Gardens | CA | 90201 | 323/771-3883 Cotti Foods Corporation |
| 10300 Alondra Blvd | Bellflower | CA | 90706 | 562/920-8150 Alvarado Restaurant Group LLC |
| 17900 Bellflower Blvd | Bellflower | CA | 90706 | 562/867-4466 Alvarado Restaurant Group LLC |
| 700 Military West | Benicia | CA | 94510 | 707/751-0877 Golden Gate Bell LLC |
| 2528 Durant Ave | Berkeley | CA | 94704 | 510/984-0079 JingleBells LLC |
| 41170 Big Bear Blvd | Big Bear Lake | CA | 92315 | 909/866-7778 SERJ Taco California LLC |
| 926 N Main Street | Bishop | CA | 93514 | 760/873-6752 D. G. Smith Enterprises Inc. |
| 18772 Valley Blvd | Bloomington | CA | 92316 | 909/421-2510 J and R Hock Enterprises Inc. |
| 375 S Lovekin Blvd | Blythe | CA | 92225 | 760/922-5332 DDO-CAL Inc. |
| 120 W. Main | Brawley | CA | 92227 | 760/550-6989 DDO-CAL Inc. |
| 7814 Brentwood Blvd | Brentwood | CA | 94513 | 925/516-6705 Golden Gate Bell LLC |
| 5941 Lone Tree Way | Brentwood | CA | 94513 | 925/690-5215 Golden Gate Bell LLC |
| 191 E Highway 246 | Buellton | CA | 93427 | 805/688-6683 Engen Enterprises Inc. |
| 6001 Beach Blvd. | Buena Park | CA | 90621 | 714/994-1867 Cotti Foods Corporation |
| 7878 Valley View St | Buena Park | CA | 90620 | 714/994-5331 Cotti Foods Corporation |
| 10010 Valley View Street | Buena Park | CA | 90620 | 714/816-1703 C&R Restaurant Group L.P. |
| 1115 N San Fernando Blvd | Burbank | CA | 91504 | 747/261-0510 Ashoori Nader |

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| 4301 W Magnolia Blvd | Burbank | CA | 91505 | 818/846-7451 Manuwar S. Haque |
| 2425 W Magnolia Blvd. | Burbank | CA | 91506 | 818/841-4316 JJC Foods LLC |
| 4955 Las Virgenes Rd | Calabasas | CA | 91302 | 818/880-5845 Engen Enterprises Inc. |
| 1190 Calimesa Blvd | Calimesa | CA | 92320 | 909/795-3444 DU Cook Me Tacos LLC |
| 95 Daily Dr | Camarillo | CA | 93010 | 805/389-3283 Cotti Foods Corporation |
| 1505 Flynn Rd | Camarillo | CA | 93012 | 805/383-3355 Cotti Foods Corporation |
| 3382 Coach Ln | Cameron Park | CA | 95682 | 530/387-4260 J.A. Sutherland Inc. |
| 7545 Fallbrook Ave | Canoga Park | CA | 91307 | 747/204-5256 Tacos 2000 Inc. |
| 6921 Topanga Canyon Blvd. | Canoga Park | CA | 91303 | 818/340-0097 JJC Foods LLC |
| 8220 De Soto Ave | Canoga Park | CA | 91304 | 818/341-9505 JJC Foods LLC |
| 18941 Soledad Canyon Rd | Canyon Country | CA | 91351 | 661/251-0330 Century Fast Foods LLC |
| 745 Carlsbad Village Drive | Carlsbad | CA | 92008 | 760/729-7213 M. Baker Management Inc. |
| 6017 Paseo Del Norte | Carlsbad | CA | 92011 | 760/931-7880 T&T Taco LLC |
| 4041 Manzanita Avenue | Carmichael | CA | 95608 | 916/481-3370 Pacific Bells LLC |
| 1045 Casitas Pass Road | Carpinteria | CA | 93013 | 805/566-1803 Payatt Enterprises Inc. |
| 22235 So Main St | Carson | CA | 90745 | 310/830-7638 Alvarado Restaurant Group LLC |
| 31824 The Old Rd | Castaic | CA | 91384 | 661/753-3733 Cotti Foods Corporation |
| 20925 Redwood Rd | Castro Valley | CA | 94546 | 510/538-5769 Golden Gate Bell LLC |
| 31-705 Date Palm Dr. | Cathedral City | CA | 92234 | 760/321-1275 PSTB LLC |
| 68509 E Palm Canyon Dr | Cathedral City | CA | 92234 | 760/324-1199 PSTB LLC |
| 31300 Bob Hope Dr. | Cathedral City | CA | 92234 | 760/656-3534 PSTB LLC |
| 2918 E Whitmore Ave | Ceres | CA | 95307 | 209/538-8611 Pacific Bells LLC |
| 21120 Devonshire Street | Chatsworth | CA | 91311 | 818/341-2688 Century Fast Foods LLC |
| 2398 Esplanade | Chico | CA | 95926 | 530/893-0251 J.A. Sutherland Inc. |
| 1930 East 20th St | Chico | CA | 95928 | 530/342-8238 Pacific Bells LLC |
| 757 East Avenue | Chico | CA | 95926 | 530/892-1476 Pacific Bells LLC |
| 12382 Central Avenue | Chino | CA | 91710 | 909/465-9585 J and R Hock Enterprises Inc. |
| 4200 Chino Hills Pkwy | Chino Hills | CA | 91709 | 909/393-4607 J and R Hock Enterprises Inc. |
| 3140 Chino Ave | Chino Hills | CA | 91709 | 909/548-2280 J and R Hock Enterprises Inc. |
| 1105 E Robertson Blvd | Chowchilla | CA | 93610 | 559/665-2123 Nacnud Inc. |
| 340 East H Street | Chula Vista | CA | 91910 | 619/476-0701 St. Mar 2.0 Incorporated |
| 696 E St | Chula Vista | CA | 91910 | 619/422-5288 St. Mar 2.0 Incorporated |
| 1548 East H Street | Chula Vista | CA | 91913 | 619/482-4729 St. Mar 2.0 Incorporated |
| 7730 Sunrise Blvd. | Citrus Heights | CA | 95610 | 916/725-3248 Pacific Bells LLC |
| 6440 Antelope Rd | Citrus Heights | CA | 95610 | 916/722-1173 D. G. Smith Enterprises Inc. |

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| 6031 Greenback Lane | Citrus Heights | CA | 95621 | 916/723-5774 Pacific Bells LLC |
| 15115 Lakeshore Blvd | Clearlake | CA | 95422 | 707/995-1171 J.A. Sutherland Inc. |
| 1194 S Cloverdale Boulevard | Cloverdale | CA | 95425 | 707/669-4189 Kumar Management Corporation |
| 290 W Ashlan Ave | Clovis | CA | 93612 | 559/294-9070 Pacific Bells LLC |
| 2131 East Shaw | Clovis | CA | 93611 | 559/323-5124 Pacific Bells LLC |
| 434 West Shaw Avenue | Clovis | CA | 93612 | 559/323-6795 Pacific Bells LLC |
| 830 Herndon Avenue | Clovis | CA | 93612 | 559/323-1413 Pacific Bells LLC |
| 1097 North Willow Ave. | Clovis | CA | 93611 | 559/322-7216 Pacific Bells LLC |
| 83-157 Avenue 48 | Coachella | CA | 92236 | 760/347-5348 PSTB LLC |
| 50060 Harrison St. | Coachella | CA | 92236 | 760/391-5398 PSTB LLC |
| 25101 Dorris Ave | Coalinga | CA | 93210 | 559/935-1177 T & K L.P. |
| 451 E. Elm Avenue | Coalinga | CA | 93210 | 559/935-0638 T & K L.P. |
| 555 South Auburn Street | Colfax | CA | 95713 | 530/346-7528 T & K L.P. |
| 1914 W Rosecrans Ave | Compton | CA | 90220 | 310/632-0969 Alvarado Restaurant Group LLC |
| 241 E Compton Blvd | Compton | CA | 90220 | 310/898-2178 Alvarado Restaurant Group LLC |
| 1698 Monument Blvd | Concord | CA | 94520 | 925/687-0166 Golden Gate Bell LLC |
| 2475 Olivera Rd. | Concord | CA | 94520 | 925/405-0293 Golden Gate Bell LLC |
| 1221 Concord Avenue | Concord | CA | 94520 | 925/798-7088 JingleBells LLC |
| 4674 Clayton Road | Concord | CA | 94521 | 925/687-4815 Golden Gate Bell LLC |
| 1001 Willow Pass Court | Concord | CA | 94520 | 925/691-9500 Quikserve Concord Inc. |
| 2021 Whitley Avenue | Corcoran | CA | 93212 | 559/992-9022 Cotti Foods Corporation |
| 2189 Solano Street | Corning | CA | 96021 | 530/824-4141 J.A. Sutherland Inc. |
| 2193 Sampson Ave | Corona | CA | 92879 | 951/279-9220 J and R Hock Enterprises Inc. |
| 1134 W 6th St | Corona | CA | 92882 | 951/278-1281 J and R Hock Enterprises Inc. |
| 4718 Green River Rd | Corona | CA | 92880 | 951/372-9579 J and R Hock Enterprises Inc. |
| 220 W. Ontario St. | Corona | CA | 92882 | 951/898-8857 J and R Hock Enterprises Inc. |
| 2259 Harbor Blvd | Costa Mesa | CA | 92626 | 949/722-1920 C&R Restaurant Group L.P. |
| 3115 Harbor Blvd. | Costa Mesa | CA | 92626 | 714/432-7745 Cotti Foods Corporation |
| 301 N Citrus | Covina | CA | 91723 | 626/966-3213 Lord & Cook Ventures LLC |
| 768 West Arrow Hwy | Covina | CA | 91722 | 626/967-1091 C&R Restaurant Group L.P. |
| 370 M Street | Crescent City | CA | 95531 | 707/465-6383 J.A. Sutherland Inc. |
| 7500 Atlantic Ave | Cudahy | CA | 90201 | 323/560-2423 T&T Taco LLC |
| 4416 Sepulveda Blvd | Culver City | CA | 90230 | 310/397-9548 Cotti Foods Corporation |
| 10710 S Deanza Blvd | Cupertino | CA | 95014 | 408/255-4536 Kumar Management Corporation |
| 6827 Katella Ave | Cypress | CA | 90630 | 714/826-8226 T&T Taco LLC |

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| 2815 Geneva Avenue | Daly City | CA | 94014 | 415/467-3228 Source Foods Inc. |
| 287 Westmoor Ave | Daly City | CA | 94015 | 650/755-4740 Source Foods Inc. |
| 7255 Mission St. | Daly City | CA | 94014 | 650/755-5085 Golden Gate Bell LLC |
| 34117 Pacific Coast Hwy | Dana Point | CA | 92629 | 949/248-0910 Cotti Foods Corporation |
| 420 Diablo Road Suite 420 | Danville | CA | 94526 | 925/406-0184 Golden Gate Bell LLC |
| 425 G Street | Davis | CA | 95616 | 530/758-4172 D. G. Smith Enterprises Inc. |
| 4811 Chiles Road | Davis | CA | 95618 | 530/753-9423 PRB Management LLC |
| 1940 Cecil Ave | Delano | CA | 93215 | 661/725-5552 Cotti Foods Corporation |
| 700 Woollomes Ave | Delano | CA | 93215 | 661/721-1559 Cotti Foods Corporation |
| 12975 Palm Drive | Desert Hot Springs | CA | 92240 | 760/251-3042 PSTB LLC |
| 218 S Diamond Bar Blvd | Diamond Bar | CA | 91765 | 909/860-1671 Cotti Foods Corporation |
| 725 N Alta | Dinuba | CA | 93618 | 559/591-5595 Cotti Foods Corporation |
| 1420 Ary Lane | Dixon | CA | 95620 | 707/678-9790 PRB Management LLC |
| 11905 Paramount Blvd | Downey | CA | 90242 | 562/923-1294 Alvarado Restaurant Group LLC |
| 7127 East Firestone Blvd | Downey | CA | 90241 | 562/776-9214 Tacos 2000 Inc. |
| 9551 Lakewood Blvd | Downey | CA | 90240 | 562/622-0161 C&R Restaurant Group L.P. |
| 7123 Village Pkwy | Dublin | CA | 94568 | 925/833-0713 JingleBells LLC |
| 3890 Fallon Rd | Dublin | CA | 94568 | 925/999-9820 JingleBells LLC |
| 30034 County Rd 8 | Dunnigan | CA | 95937 | 530/207-3958 Quikserve II Concepts Inc. |
| 5406 Whittier Blvd | East Los Angeles | CA | 90022 | 323/726-3891 Palo Verde Inc. |
| 333 So Rosemead | East Pasadena | CA | 91107 | 626/449-4031 J & S Food Sales Inc. |
| 1561 N. Magnolia Ave. | El Cajon | CA | 92020 | 619/448-7581 St. Mar 2.0 Incorporated |
| 2506 Jamacha Rd | El Cajon | CA | 92019 | 619/670-9436 St. Mar 2.0 Incorporated |
| 2827 Navajo Road | El Cajon | CA | 92020 | 619/463-6577 St. Mar 2.0 Incorporated |
| 13418 Camino Canada | El Cajon | CA | 92021 | 619/390-6385 St. Mar 2.0 Incorporated |
| 335 N Second St. | El Cajon | CA | 92021 | 619/588-5107 St. Mar 2.0 Incorporated |
| 1990 N. Imperial Ave. | El Centro | CA | 92243 | 760/482-5697 DDO-CAL Inc. |
| 350 Wake Ave. | El Centro | CA | 92243 | 760/482-5781 DDO-CAL Inc. |
| 3967 Park Drive | El Dorado Hills | CA | 95762 | 916/790-5616 J.A. Sutherland Inc. |
| 11007 Garvey Ave | El Monte | CA | 91733 | 626/444-2074 Tacos 2000 Inc. |
| 3858 North Peck Rd | El Monte | CA | 91732 | 626/443-3101 Ashoori Nader |
| 8750 Elk Grove Blvd | Elk Grove | CA | 95624 | 916/685-1133 Engen Ventures Inc. |
| 6704 Laguna Blvd | Elk Grove | CA | 95758 | 916/691-2566 Engen Ventures Inc. |
| 8170 Sheldon Road | Elk Grove | CA | 95758 | 916/684-2404 Engen Ventures Inc. |
| 9146 HARBOUR POINT DR | Elk Grove | CA | 95758 | 916/665-1021 Engen Ventures Inc. |

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| 10061 Bruceville Road | Elk Grove | CA | 95757 | 916/714-7602 Engen Ventures Inc. |
| 3839 Emery Street #700 | Emeryville | CA | 94608 | 510/844-0531 Golden Gate Bell LLC |
| 1502 Encinitas Blvd | Encinitas | CA | 92024 | 760/436-8033 JJC Foods LLC |
| 1100 Yosemite Ave | Escalon | CA | 95320 | 209/838-1124 Pacific Bells LLC |
| 1944 E Valley Pkwy | Escondido | CA | 92027 | 760/747-9497 St. Mar Enterprises Inc. |
| 627 N. Escondido Blvd. | Escondido | CA | 92025 | 760/745-0995 St. Mar Enterprises Inc. |
| 3080 Broadway | Eureka | CA | 95501 | 707/268-0384 J.A. Sutherland Inc. |
| 1107 Visalia Rd | Exeter | CA | 93221 | 559/592-1894 Cotti Foods Corporation |
| 6745 Madison Ave | Fair Oaks | CA | 95628 | 916/863-3229 PRB Management LLC |
| 4343 Sunrise Blvd | Fair Oaks | CA | 95628 | 916/965-8953 Pacific Bells LLC |
| 3070 Travis Blvd | Fairfield | CA | 94534 | 707/426-2144 Quikserve Concepts Inc. |
| 2334 North Texas Street | Fairfield | CA | 94533 | 707/429-0210 Quikserve Concepts Inc. |
| 4475 CENTRAL WAY | Fairfield | CA | 94534 | 707/864-4160 PRB Management LLC |
| 1131 S Mission Rd | Fallbrook | CA | 92028 | 760/723-2270 SD Bell Inc. |
| 452 W Noble Ave. | Farmersville | CA | 93223 | 559/622-8745 Cotti Foods Corporation |
| 800 W Ventura St | Fillmore | CA | 93015 | 805/524-2891 Tafazoli Hooshang |
| 46320 Panoche Rd. | Firebaugh | CA | 93622 | Quikserve Kern Inc. |
| 702 E Bidwell St. | Folsom | CA | 95630 | 916/983-0855 D. G. Smith Enterprises Inc. |
| 25002 Blue Ravine Rd | Folsom | CA | 95630 | 916/351-5858 D. G. Smith Enterprises Inc. |
| 2545 Iron Point Rd | Folsom | CA | 95630 | 916/790-5615 J.A. Sutherland Inc. |
| 16863 Valley Blvd | Fontana | CA | 92335 | 909/355-4221 J and R Hock Enterprises Inc. |
| 17111 Foothill Blvd | Fontana | CA | 92335 | 909/428-0874 J and R Hock Enterprises Inc. |
| 15140 Summit Ave. | Fontana | CA | 92336 | 909/899-6440 J and R Hock Enterprises Inc. |
| 16045 Sierra Lakes Pkwy | Fontana | CA | 92336 | 909/357-9555 J and R Hock Enterprises Inc. |
| 7430 Cherry Ave | Fontana | CA | 92336 | 909/320-2146 J and R Hock Enterprises Inc. |
| 26656 Portola Parkway | Foothill Ranch | CA | 92610 | 949/455-9406 T&T Taco LLC |
| 695 S Main St | Fort Bragg | CA | 95437 | 707/962-4244 North State Investments Inc. |
| 1131 Triton Dr. | Foster City | CA | 94404 | 650/572-8038 Golden Gate Bell LLC |
| 9925 Warner Ave | Fountain Valley | CA | 92708 | 714/968-0029 Taco Steve Inc. |
| 11291 Talbert | Fountain Valley | CA | 92708 | 714/540-8736 Taco Steve Inc. |
| 105 S. 10th Street | Fowler | CA | 93625 | 559/601-0632 Quikserve Kern Inc. |
| 14 Green Valley Road | Freedom | CA | 95019 | 831/761-3991 Golden Gate Bell LLC |
| 46690 Mission Blvd | Fremont | CA | 94538 | 510/623-7383 Tambro Inc. |
| 40660 Grimmer Blvd | Fremont | CA | 94538 | 510/824-0265 Golden Gate Bell LLC |
| 37236 Fremont Blvd | Fremont | CA | 94536 | 510/797-8274 Golden Gate Bell LLC |

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| 1365 W. Olive Ave. | Fresno | CA | 93728 | 559/237-9594 Cotti Foods Corporation |
| 3095 E Shields Ave | Fresno | CA | 93726 | 559/229-4443 Pacific Bells LLC |
| 7785 N. 1st St. | Fresno | CA | 93720 | 559/432-4541 Pacific Bells LLC |
| 2639 S Second St | Fresno | CA | 93706 | 559/233-2857 Pacific Bells LLC |
| 4050 W Shaw Ave | Fresno | CA | 93722 | 559/277-2149 Cotti Foods Corporation |
| 1612 N Blackstone Ave | Fresno | CA | 93703 | 559/442-0958 Pacific Bells LLC |
| 6776 N Blackstone Ave | Fresno | CA | 93710 | 559/431-0161 Pacific Bells LLC |
| 5145 N Cedar Ave | Fresno | CA | 93710 | 559/228-1016 Pacific Bells LLC |
| 2040 West Shaw Avenue | Fresno | CA | 93711 | 559/436-1278 Cotti Foods Corporation |
| 7085 North Marks Avenue | Fresno | CA | 93711 | 559/438-8505 Pacific Bells LLC |
| 4015 West Clinton Avenue | Fresno | CA | 93722 | 559/276-1185 Cotti Foods Corporation |
| 1085 East Champlain Drive | Fresno | CA | 93720 | 559/433-9188 Pacific Bells LLC |
| 4972 E Kings Canyon Rd. | Fresno | CA | 93727 | 559/255-8551 Pacific Bells LLC |
| 5651 East Kings Canyon Rd. | Fresno | CA | 93727 | 559/251-0541 Pacific Bells LLC |
| 4857 E McKinley Ave | Fresno | CA | 93703 | 559/255-9496 Pacific Bells LLC |
| 5610 Blackstone Ave | Fresno | CA | 93710 | 559/435-1937 Pacific Bells LLC |
| 2928 N. Fowler Ave. | Fresno | CA | 93727 | 559/348-9485 Pacific Bells LLC |
| 4071 E. Ventura St. | Fresno | CA | 93702 | 559/252-2133 Pacific Bells LLC |
| 301 E Commonwealth Ave | Fullerton | CA | 92832 | 714/871-1605 Cotti Foods Corporation |
| 2750 W Orangethorpe Ave. | Fullerton | CA | 92833 | 714/441-0964 C&R Restaurant Group L.P. |
| 1889 West Malvern Ave. | Fullerton | CA | 92833 | 714/773-9588 FLEW THE COOP INC. |
| 1069 C St | Galt | CA | 95632 | 209/745-9790 Engen Ventures Inc. |
| 10550 Twin Cities Road Suite 110 | Galt | CA | 95632 | 209/744-4311 Engen Ventures Inc. |
| 5891 Chapman Ave | Garden Grove | CA | 92845 | 714/893-5573 Cotti Foods Corporation |
| 8042 Garden Grove | Garden Grove | CA | 92844 | 714/903-0988 Sonar Inc. |
| 13291 Harbor Blvd | Garden Grove | CA | 92843 | 714/530-4727 Cotti Foods Corporation |
| 10901 garden grove blvd | Garden Grove | CA | 92843 | 714/643-8007 Cotti Foods Corporation |
| 14308 So Western Ave | Gardena | CA | 90249 | 310/538-4915 Alvarado Restaurant Group LLC |
| 1301 W Artesia Blvd | Gardena | CA | 90247 | 310/538-0801 Alvarado Restaurant Group LLC |
| 380 East 10th St | Gilroy | CA | 95020 | 408/847-4565 Tambro Inc. |
| 995 First Street | Gilroy | CA | 95020 | 408/846-1188 Tambro Inc. |
| 932 S. Central Ave. | Glendale | CA | 91204 | 818/242-9502 JJC Foods LLC |
| 1113 E Colorado St | Glendale | CA | 91205 | 818/956-6167 C&R Restaurant Group L.P. |
| 1850 W Glenoaks Blvd | Glendale | CA | 91201 | 513/525-5141 Ashoori Nader |
| 116 E Route 66 | Glendora | CA | 91740 | 626/963-2616 Cotti Foods Corporation |

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| 105 W Arrow Hwy | Glendora | CA | 91740 | 626/335-1188 C&R Restaurant Group L.P. |
| 5980 Hollister Avenue | Goleta | CA | 93117 | 805/964-5330 Engen Enterprises Inc. |
| 140 N. Fairview | Goleta | CA | 93117 | 805/845-4518 Engen Enterprises Inc. |
| 840 Fifth Street | Gonzales | CA | 93926 | 831/675-1003 D. G. Smith Enterprises Inc. |
| 11101 Woodley Avenue | Granada Hills | CA | 91344 | 818/368-4450 Millennium Tacos Inc. |
| 6975 Douglas Blvd | Granite Bay | CA | 95746 | 916/791-0707 D. G. Smith Enterprises Inc. |
| 8433 Sierra College Blvd | Granite Bay | CA | 95746 | 916/791-9223 D. G. Smith Enterprises Inc. |
| 109 Olympia Park Road | Grass Valley | CA | 95945 | 530/477-8163 Lyon Gary |
| 780 Walnut Ave | Greenfield | CA | 93927 | D. G. Smith Enterprises Inc. |
| 1503 Highway 99 | Gridley | CA | 95948 | 530/846-2380 Lyon Gary |
| 1500 W Grand Ave | Grover Beach | CA | 93433 | 805/481-3852 Engen Enterprises Inc. |
| 2136 Hacienda Blvd | Hacienda Heights | CA | 91745 | 626/333-7827 Century Fast Foods Inc. |
| 1796 W Lacey Blvd | Hanford | CA | 93230 | 559/582-3391 Cotti Foods Corporation |
| 1718 N 11th Ave | Hanford | CA | 93230 | 559/584-4247 Cotti Foods Corporation |
| 2417 E. Lacey Blvd | Hanford | CA | 93230 | 559/582-2763 Cotti Foods Corporation |
| 4305 El Segundo Blvd | Hawthorne | CA | 90250 | 310/676-5991 Cotti Foods Corporation |
| 21600 Foothill Blvd | Hayward | CA | 94541 | 510/728-5173 Golden Gate Bell LLC |
| 31077 Mission Boulevard | Hayward | CA | 94544 | 510/489-1166 Source Foods Inc. |
| 215 West Jackson Street | Hayward | CA | 94544 | 510/887-7785 Golden Gate Bell LLC |
| 3317 W. Florida Ave. | Hemet | CA | 92545 | 951/658-4172 J and R Hock Enterprises Inc. |
| 43466 State Highway 74 | Hemet | CA | 92544 | 951/927-0166 Century Fast Foods LLC |
| 2097 East Florida Ave. | Hemet | CA | 92544 | 951/658-0960 JJC Foods LLC |
| 1541 Sycamore Avenue | Hercules | CA | 94547 | 510/245-2528 PRB Management LLC |
| 17170 Main Street | Hesperia | CA | 92345 | 760/948-3399 Cotti Foods Corporation |
| 14071 Main Street | Hesperia | CA | 92345 | 760/956-4728 Cotti Foods Corporation |
| 2525 Highland Ave | Highland | CA | 92346 | 909/862-0856 SERJ Taco California LLC |
| 6060 North Figueroa Street | Highland Park | CA | 90042 | 323/258-9353 Century Fast Foods LLC |
| 8119 Lander Ave | Hilmar | CA | 95324 | 209/669-9960 Pacific Bells LLC |
| 431 Tres Pinos Rd | Hollister | CA | 95023 | 831/636-0435 Tambro Inc. |
| 40 San Felipe Road | Hollister | CA | 95023 | 831/630-1887 Tambro Inc. |
| 17182 Beach Blvd | Huntington Beach | CA | 92647 | 714/842-8261 C&R Restaurant Group L.P. |
| 7480 Edinger Ave | Huntington Beach | CA | 92647 | 714/847-7463 Sonar Inc. |
| 19002 Beach Blvd | Huntington Beach | CA | 92648 | 714/593-9211 C&R Restaurant Group L.P. |
| 16431 Bolsa Chica St. | Huntington Beach | CA | 92649 | 714/846-1583 C&R Restaurant Group L.P. |
| 19051 Magnolia St. | Huntington Beach | CA | 92646 | 714/965-1590 C&R Restaurant Group L.P. |

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| 2543 Slauson Ave | Huntington Park | CA | 90255 | 323/581-9324 Alvarado Restaurant Group LLC |
| 42750 B Jackson St. | Indio | CA | 92203 | 760/347-8974 PSTB LLC |
| 541 S Highway 49 | Jackson | CA | 95642 | 209/223-2975 Silver Oak Management Corp. |
| 14019 W. Whitesbridge | Kerman | CA | 93630 | 559/335-5900 Cotti Foods Corporation |
| 27494 Dana Circle | Kettleman City | CA | 93239 | 559/386-4314 T & K L.P. |
| 6 Broadway Circle | King City | CA | 93930 | 831/385-8151 T & K L.P. |
| 8491 North Lake Blvd | Kings Beach | CA | 96143 | 530/546-2215 T & K L.P. |
| 500 Sierra Street | Kingsburg | CA | 93631 | 559/897-4596 Cotti Foods Corporation |
| 2151 Foothill Blvd | La Canada Flintridge | CA | 91011 | 818/957-1559 Century Fast Foods LLC |
| 1300 W Whittier Blvd | La Habra | CA | 90631 | 562/691-7331 C&R Restaurant Group L.P. |
| 241 South Harbor | La Habra | CA | 90631 | 562/694-6153 C&R Restaurant Group L.P. |
| 14950 Leffingwell Rd | La Mirada | CA | 90638 | 562/941-9266 C&R Restaurant Group L.P. |
| 15006 La Mirada Blvd. | La Mirada | CA | 90638 | 714/522-1132 C&R Restaurant Group L.P. |
| 1737 North Hacienda Blvd | La Puente | CA | 91744 | 626/918-5347 Lord & Cook Ventures LLC |
| 78932 Highway 111 | La Quinta | CA | 92253 | 760/564-5436 PSTB LLC |
| 1401 Foothill Blvd. | La Verne | CA | 91750 | 909/451-8318 C&R Restaurant Group L.P. |
| 3501 Mt. Diablo Blvd | Lafayette | CA | 94549 | 925/283-6058 Golden Gate Bell LLC |
| 699 South Coast Hwy | Laguna Beach | CA | 92651 | 949/497-6700 Taco Peg Inc. |
| 30022 Crown Valley Pkwy | Laguna Niguel | CA | 92677 | 949/495-9136 C&R Restaurant Group L.P. |
| 27371 La Paz Rd | Laguna Niguel | CA | 92677 | 949/831-3334 Cotti Foods Corporation |
| 31712 Mission Trail | Lake Elsinore | CA | 92530 | 951/674-7991 SD Bell Inc. |
| 31257 Riverside Drive | Lake Elsinore | CA | 92530 | 951/674-3300 CJJ Enterprises Inc. |
| 23651 Rockfield Blvd. | Lake Forest | CA | 92630 | 949/586-2974 J and R Hock Enterprises Inc. |
| 6300 lake Isabella Blvd | Lake Isabella | CA | 93240 | 760/379-0140 Quikserve Kern Inc. |
| 1285 Parallel Rd | Lakeport | CA | 95453 | 707/263-4507 North State Investments Inc. |
| 12265 Woodside Ave | Lakeside | CA | 92040 | 619/561-7313 St. Mar 2.0 Incorporated |
| 5850 Del Amo Blvd | Lakewood | CA | 90713 | 562/421-8043 Alvarado Restaurant Group LLC |
| 2430 Carson St. | Lakewood | CA | 90712 | 562/429-8362 Alvarado Restaurant Group LLC |
| 2729 W Ave L | Lancaster | CA | 93536 | 661/943-7722 Century Fast Foods IV LLC |
| 1740 East Avenue J | Lancaster | CA | 93535 | 661/940-1994 Century Fast Foods IV LLC |
| 43720 15th St W | Lancaster | CA | 93534 | 661/723-1488 Century Fast Foods IV LLC |
| 1004 West Avenue I | Lancaster | CA | 93534 | 661/726-4943 Century Fast Foods IV LLC |
| 16905 S Harlan Rd | Lathrop | CA | 95330 | 209/858-1972 Pacific Bells LLC |
| 16901 Hawthorne Blvd | Lawndale | CA | 90260 | 310/542-2564 Los Angeles West Taco Inc. |
| 14325 South Prairie Avenue | Lawndale | CA | 90250 | 424/426-0375 Los Angeles West Taco Inc. |

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| 7232 Broadway | Lemon Grove | CA | 91945 | 619/460-4916 St. Mar 2.0 Incorporated |
| 1059 N Lemoore Ave | Lemoore | CA | 93245 | 559/924-2057 Cotti Foods Corporation |
| 37 LINCOLN BLVD | Lincoln | CA | 95648 | 916/409-3494 Lyon Gary |
| 202 North Highway 65 | Lindsay | CA | 93247 | 559/562-4334 Cotti Foods Corporation |
| 985 East Stanley Blvd | Livermore | CA | 94550 | 925/373-1068 Golden Gate Bell LLC |
| 6005 Preston Avenue | Livermore | CA | 94551 | 925/960-1423 Golden Gate Bell LLC |
| 339 Joseph Gallo Drive | Livingston | CA | 95334 | 209/394-7746 Pacific Bells LLC |
| 18780 N Highway 88 | Lockeford | CA | 95237 | 209/727-5744 PRB Management LLC |
| 608 W Lodi Ave | Lodi | CA | 95240 | 209/369-6656 Engen Ventures Inc. |
| 2380 W Kettleman Ln | Lodi | CA | 95242 | 209/369-3359 Engen Ventures Inc. |
| 1364 Business Park Dr | Lodi | CA | 95240 | 209/369-8802 Engen Ventures Inc. |
| 2054 Lomita Blvd | Lomita | CA | 90717 | 310/539-0789 Alvarado Restaurant Group LLC |
| 1548 North H Street | Lompoc | CA | 93436 | 805/735-8890 Engen Enterprises Inc. |
| 1822 Santa Fe | Long Beach | CA | 90810 | 562/983-1520 Danbarb Inc. |
| 3125 E Broadway | Long Beach | CA | 90803 | 562/438-7635 Palo Verde Inc. |
| 2500 E Pacific Coast Hwy | Long Beach | CA | 90804 | 562/498-7283 Danbarb Inc. |
| 6407 Stearns Ave. | Long Beach | CA | 90815 | 562/431-1285 Alvarado Restaurant Group LLC |
| 5395 Atlantic Ave | Long Beach | CA | 90805 | 562/428-1329 Cotti Foods Corporation |
| 2545 Long Beach Blvd | Long Beach | CA | 90806 | 562/427-1441 Alvarado Restaurant Group LLC |
| 228 E Seventh | Long Beach | CA | 90813 | 562/432-3660 Alvarado Restaurant Group LLC |
| 3398 Norwalk Blvd | Long Beach | CA | 90808 | 562/493-5851 C&R Restaurant Group L.P. |
| 6730 Cherry Ave | Long Beach | CA | 90805 | 562/630-0944 Alvarado Restaurant Group LLC |
| 6079 Horseshoe Bar Road | Loomis | CA | 95650 | 916/652-4676 Silver Oak Management Corp. |
| 8440 Beverly Blvd. | Los Angeles | CA | 90048 | 323/651-2061 C&R Restaurant Group L.P. |
| 2046 W Manchester Blvd | Los Angeles | CA | 90047 | 323/758-9181 Palo Verde Inc. |
| 6000 Crenshaw Blvd | Los Angeles | CA | 90043 | 323/758-5900 Alvarado Restaurant Group LLC |
| 1734 W Colorado Blvd | Los Angeles | CA | 90041 | 213/246-4688 Golden Taco Inc. |
| 12105 W Pico Blvd | Los Angeles | CA | 90064 | 310/826-1462 C&R Restaurant Group L.P. |
| 990 N. Western Ave. | Los Angeles | CA | 90029 | 323/460-4917 C&R Restaurant Group L.P. |
| 103 S Rampart Blvd | Los Angeles | CA | 90057 | 213/386-9012 Palo Verde Inc. |
| 3029 W 8th St | Los Angeles | CA | 90005 | 213/380-2012 Cotti Foods Corporation |
| 12011 Venice Blvd | Los Angeles | CA | 90066 | 310/398-7717 Cotti Foods Corporation |
| 1408 W Century Blvd | Los Angeles | CA | 90047 | 323/777-7379 Palo Verde Inc. |
| 2718 S Figueroa St | Los Angeles | CA | 90007 | 213/746-6248 C&R Restaurant Group L.P. |
| 5307 West Century Blvd | Los Angeles | CA | 90045 | 310/649-5506 Cotti Foods Corporation |

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| 11758 S Wilmington | Los Angeles | CA | 90059 | 323/563-8132 Alvarado Restaurant Group LLC |
| 4050 Marlton Ave | Los Angeles | CA | 90008 | 213/262-2623 Pacific Coast Taco Inc. |
| 3562 S La Cienega Blvd | Los Angeles | CA | 90016 | 323/954-9747 Pacific Coast Taco Inc. |
| 5801 S. Vermont Ave. | Los Angeles | CA | 90044 | 323/759-1891 Alvarado Restaurant Group LLC |
| 2800 Crenshaw Blvd | Los Angeles | CA | 90016 | 323/737-5700 Alvarado Restaurant Group LLC |
| 9919 South Avalon Blvd | Los Angeles | CA | 90003 | 323/756-8546 Palo Verde Inc. |
| 6254 Lexington Avenue | Los Angeles | CA | 90038 | 323/249-0692 C&R Restaurant Group L.P. |
| 3629 South Vermont Avenue | Los Angeles | CA | 90007 | 323/737-4717 Alvarado Restaurant Group LLC |
| 1601 Crenshaw Blvd. | Los Angeles | CA | 90019 | 323/735-7702 Zubair M. Kazi |
| 2628 S Robertson Blvd | Los Angeles | CA | 90034 | 310/815-1792 Pacific Coast Taco Inc. |
| 1401 Martin Luther King Blvd | Los Angeles | CA | 90062 | 323/296-5505 Alvarado Restaurant Group LLC |
| 4270 South Central Ave. | Los Angeles | CA | 90011 | 323/231-9171 Zubair M. Kazi |
| 12800 S. Figueroa St. | Los Angeles | CA | 90061 | 310/327-8387 Cotti Foods Corporation |
| 1604 S. La Brea Ave. | Los Angeles | CA | 90019 | 323/931-7234 C&R Restaurant Group L.P. |
| 1571 West Pacheco Blvd | Los Banos | CA | 93635 | 209/827-4525 Pacific Bells LLC |
| 1236 E Pacheco Blvd | Los Banos | CA | 93635 | 209/827-9951 Pacific Bells LLC |
| 16150 Los Gatos Boulevard | Los Gatos | CA | 95032 | 408/356-4030 Source Foods Inc. |
| 21959 Highway 46 | Lost Hills | CA | 93249 | 661/797-2244 Gurmit Jhaj |
| 11001 Atlantic Ave | Lynwood | CA | 90262 | 310/635-7321 Palo Verde Inc. |
| 11255 Long Beach Blvd | Lynwood | CA | 90262 | 310/635-8654 Palo Verde Inc. |
| 1420 Howard Rd | Madera | CA | 93637 | 559/661-8343 Pacific Bells LLC |
| 2350 W Cleveland Ave | Madera | CA | 93637 | 559/674-1793 Pacific Bells LLC |
| 1420 E Yosemite Avenue | Madera | CA | 93638 | 559/395-4699 Pacific Bells LLC |
| 18463 Road 23 | Madera | CA | 93637 | 559/479-5534 Quikserve Kern Inc. |
| 301 N Sepulveda Blvd | Manhattan Beach | CA | 90266 | 310/374-3620 Alvarado Restaurant Group LLC |
| 421 E Yosemite Ave | Manteca | CA | 95336 | 209/239-1329 PRB Management LLC |
| 201 Northgate Dr | Manteca | CA | 95336 | 209/239-2102 PRB Management LLC |
| 1968 Daniels Street | Manteca | CA | 95337 | 209/629-8334 Pacific Bells LLC |
| 244 Reservation Rd | Marina | CA | 93933 | 831/200-9050 T & K L.P. |
| 1130 Arnold Dr. | Martinez | CA | 94553 | 925/957-9410 Golden Gate Bell LLC |
| 631 10th Street | Marysville | CA | 95901 | 530/645-3408 Lyon Gary |
| 1044 North Beale Road | Marysville | CA | 95901 | 530/749-2853 Lyon Gary |
| 3701 Slauson Avenue | Maywood | CA | 90270 | 323/581-8576 T&T Taco LLC |
| 51 West Sherwood Ave | McFarland | CA | 93250 | 661/792-4140 Raji Brar |
| 1811 Central Ave | McKinleyville | CA | 95519 | 707/839-7734 J.A. Sutherland Inc. |

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| 680 Derrick Avenue | Mendota | CA | 93640 | 559/424-0065 Quikserve Kern Inc. |
| 30115 Antelope Road | Menifee | CA | 92584 | 951/301-3747 SD Bell Inc. |
| 3140 G Street | Merced | CA | 95340 | 209/383-3734 Mackin Marvin |
| 1440 Martin Luther King Jr Way | Merced | CA | 95340 | 209/383-3399 Mackin Marvin |
| 210 El Camino Real | Millbrae | CA | 94030 | 650/692-1542 Kumar Management Corporation |
| 1365 S Park Victoria | Milpitas | CA | 95035 | 408/263-7833 Bellaco Inc. |
| 774 S Main St | Milpitas | CA | 95035 | 408/263-3274 Tabellco Inc. |
| 81 Ranch Drive | Milpitas | CA | 95035 | 408/946-2206 Tabellco Inc. |
| 12486 Limonite Ave | Mira Loma | CA | 91752 | 951/549-9312 J and R Hock Enterprises Inc. |
| 26631 Trabuco Road | Mission Viejo | CA | 92691 | 949/586-9170 J and R Hock Enterprises Inc. |
| 26171 La Paz Rd. | Mission Viejo | CA | 92691 | 949/587-1074 C&R Restaurant Group L.P. |
| 1241 Standiford | Modesto | CA | 95350 | 209/523-3556 Pacific Bells LLC |
| 1493 Herndon Rd | Modesto | CA | 95351 | 209/521-2814 Pacific Bells LLC |
| 2517 Oakdale Rd | Modesto | CA | 95355 | 209/551-8612 Pacific Bells LLC |
| 825 9th Street | Modesto | CA | 95354 | 209/526-6914 Pacific Bells LLC |
| 3900 Pelandale Ave | Modesto | CA | 95356 | 209/545-3915 Pacific Bells LLC |
| 1416 Kansas Avenue | Modesto | CA | 95351 | 209/522-7938 Pacific Bells LLC |
| 4911 Mchenry Avenue | Modesto | CA | 95356 | 209/572-0314 Pacific Bells LLC |
| 1438 Coffee Road | Modesto | CA | 95355 | 209/341-0545 Pacific Bells LLC |
| 3601 Yosemite Avenue | Modesto | CA | 95357 | 209/578-4139 Pacific Bells LLC |
| 1800 Prescott Road | Modesto | CA | 95350 | 209/523-2990 Pacific Bells LLC |
| 733 E Huntington Dr | Monrovia | CA | 91016 | 626/531-1120 Tacos 2000 Inc. |
| 140 West Huntington Drive | Monrovia | CA | 91016 | 626/359-8226 C&R Restaurant Group L.P. |
| 8720 Central Avenue | Montclair | CA | 91763 | 909/931-0558 J and R Hock Enterprises Inc. |
| 1485 N Montebello Blvd | Montebello | CA | 90640 | 323/721-3666 Danbarb Inc. |
| 321 Alvarado St | Monterey | CA | 93940 | 831/373-8166 T & K L.P. |
| 1214 Avenida Cesar Chavez | Monterey Park | CA | 91754 | 323/980-0741 C&R Restaurant Group L.P. |
| 125 W Los Angeles Ave | Moorpark | CA | 93021 | 805/529-7480 Engen Enterprises Inc. |
| 410 Moraga Rd | Moraga | CA | 94556 | 925/247-5651 JingleBells LLC |
| 24936 Elder Ave. | Moreno Valley | CA | 92557 | 951/242-9943 J and R Hock Enterprises Inc. |
| 23010 Sunnymead Blvd | Moreno Valley | CA | 92553 | 951/247-2355 J and R Hock Enterprises Inc. |
| 22585 Alessandro Blvd | Moreno Valley | CA | 92553 | 951/413-1050 J and R Hock Enterprises Inc. |
| 27010 Fir Ave. | Moreno Valley | CA | 92555 | 951/242-8226 J and R Hock Enterprises Inc. |
| 16900 Monterey Rd | Morgan Hill | CA | 95037 | 408/779-2500 Tambro Inc. |
| 17000 Condit Road | Morgan Hill | CA | 95037 | 408/782-1006 Tambro Inc. |

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| 1700 Main Street | Morro Bay | CA | 93442 | 805/772-6883 Cotti Foods Corporation |
| 975 North Shoreline Blvd | Mountain View | CA | 94043 | 650/428-0570 Kumar Management Corporation |
| 39557 Los Alamos Rd | Murrieta | CA | 92563 | 951/696-0442 SD Bell Inc. |
| 39056 Winchester Rd | Murrieta | CA | 92563 | 951/894-4402 DeeDee Bells Inc. |
| 24656 Madison Ave | Murrieta | CA | 92562 | 951/600-7395 SD Bell Inc. |
| 155 Soscol Ave | Napa | CA | 94559 | 707/257-2700 Golden Gate Bell LLC |
| 3177 Jefferson Street | Napa | CA | 94558 | 707/254-0517 Golden Gate Bell LLC |
| 1737 Sweetwater Rd | National City | CA | 91950 | 619/336-1917 SD Bell Inc. |
| 39199 Cedar Blvd. | Newark | CA | 94560 | 510/857-0150 Golden Gate Bell LLC |
| 5684 Thornton Ave | Newark | CA | 94560 | 510/574-0642 Golden Gate Bell LLC |
| 791 N Wendy Dr | Newbury Park | CA | 91320 | 805/499-1316 Engen Enterprises Inc. |
| 24712 W Pico Canyon Rd | Newhall | CA | 91321 | 661/254-0651 Century Fast Foods LLC |
| 2005 N. St. | Newman | CA | 95360 | 209/201-0432 Quikserve Kern Inc. |
| 1400 West Coast Highway | Newport Beach | CA | 92663 | 949/646-8656 TBNB LLC |
| 2121 W. Balboa Blvd. | Newport Beach | CA | 92663 | 949/673-1630 T&T Taco LLC |
| 535 W Tefft Street | Nipomo | CA | 93444 | 805/929-0360 Cotti Foods Corporation |
| 1140 Hamner Avenue | Norco | CA | 92860 | 951/278-8109 J and R Hock Enterprises Inc. |
| 1448 Sixth Street | Norco | CA | 92860 | 951/460-0975 J and R Hock Enterprises Inc. |
| 6741 Watt Ave | North Highlands | CA | 95660 | 916/331-4135 PRB Management LLC |
| 4915 Watt Ave | North Highlands | CA | 95660 | 916/338-1730 PRB Management LLC |
| 5958 Lankershim Blvd | North Hollywood | CA | 91601 | 818/452-0807 Tacos 2000 Inc. |
| 8250 Laurel Canyon Blvd | North Hollywood | CA | 91605 | 818/768-6349 West Side Fast Foods LLC |
| 11694 Magnolia Avenue | North Hollywood | CA | 91601 | 818/766-0384 JJC Foods LLC |
| 12900 Vanowen | North Hollywood | CA | 91605 | 747/203-7106 Golden Taco Inc. |
| 9825 Balboa Blvd | Northridge | CA | 91325 | 818/349-0745 JJC Foods LLC |
| 18100 Parthenia St | Northridge | CA | 91325 | 818/772-0413 Taco Management Solutions |
| 12503 E Alondra Blvd | Norwalk | CA | 90650 | 562/677-8872 Sonar Inc. |
| 14301 Pioneer | Norwalk | CA | 90650 | 562/677-8873 Sonar Inc. |
| 11005 Imperial Highway | Norwalk | CA | 90650 | 562/863-8829 Alvarado Restaurant Group LLC |
| 13410 Rosecrans Ave | Norwalk | CA | 90650 | 562/229-9991 Cotti Foods Corporation |
| 180 Rowland Blvd | Novato | CA | 94945 | 415/898-4003 Kumar Management Corporation |
| 930 Seventh Street | Novato | CA | 94945 | 415/878-0230 JingleBells LLC |
| 901 East F Street | Oakdale | CA | 95361 | 209/847-2351 Pacific Bells LLC |
| 40020 Hwy 49 | Oakhurst | CA | 93644 | 559/683-8226 Pacific Bells LLC |
| 6900 Bancroft Ave | Oakland | CA | 94605 | 510/568-5231 Golden Gate Bell LLC |

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| 2255 Telegraph Avenue | Oakland | CA | 94612 | 510/844-0764 Golden Gate Bell LLC |
| 3535 35th Avenue | Oakland | CA | 94619 | 510/842-0374 Golden Gate Bell LLC |
| 630 Hegenberger Rd | Oakland | CA | 94621 | 510/569-7854 Golden Gate Bell LLC |
| 6035 Telegraph Road | Oakland | CA | 94609 | 510/658-8828 Source Foods Inc. |
| 2015 Main St | Oakley | CA | 94561 | 925/625-2330 Golden Gate Bell LLC |
| 1940 Oceanside Blvd | Oceanside | CA | 92054 | 760/722-0925 SD Bell Inc. |
| 3895 Mission Ave | Oceanside | CA | 92054 | 760/967-7533 SD Bell Inc. |
| 695 College Blvd | Oceanside | CA | 92057 | 760/631-7860 SD Bell Inc. |
| 4100 Oceanside Blvd. | Oceanside | CA | 92056 | 760/630-9600 M. Baker Management Inc. |
| 3845 Plaza Drive | Oceanside | CA | 92054 | 760/407-6316 SD Bell Inc. |
| 11850 Old Grade Road | Ojai | CA | 93023 | 805/646-6715 Tafazoli Hooshang |
| 1885 E 4th St | Ontario | CA | 91764 | 909/391-6174 J and R Hock Enterprises Inc. |
| 2201 S. Mountain Ave. | Ontario | CA | 91762 | 909/391-6685 J and R Hock Enterprises Inc. |
| 2544 S Archibald Ave | Ontario | CA | 91761 | 909/947-1431 J and R Hock Enterprises Inc. |
| 859 N Mountain Ave | Ontario | CA | 91762 | 909/986-8735 Century Fast Foods LLC |
| 4035 W Chapman | Orange | CA | 92868 | 714/634-8623 Remsmrit Inc. |
| 490 N Tustin St | Orange | CA | 92867 | 714/633-6666 Century Fast Foods LLC |
| 8548 East Chapman Avenue | Orange | CA | 92869 | 714/997-2160 Taco Peg Inc. |
| 468 South Main Street | Orange | CA | 92868 | 714/939-6193 West Side Fast Foods LLC |
| 2233 N Tustin St | Orange | CA | 92865 | 714/637-1227 Century Fast Foods LLC |
| 9382 Madison Ave | Orangetale | CA | 95662 | 916/988-0469 D. G. Smith Enterprises Inc. |
| 8823 Greenback Lane | Orangetale | CA | 95662 | 916/987-7076 D. G. Smith Enterprises Inc. |
| 1106 E Clark | Orcutt | CA | 93455 | 805/938-5187 Cotti Foods Corporation |
| 1183 Hoff Way | Orland | CA | 95963 | 530/865-5615 J.A. Sutherland Inc. |
| 2660 Olive Hwy | Oroville | CA | 95966 | 530/534-1020 LynnRich Inc. |
| 2590 Feather River Blvd | Oroville | CA | 95965 | 530/533-1066 LynnRich Inc. |
| 1725 N Oxnard Blvd | Oxnard | CA | 93030 | 805/983-6409 Taco Bucks Inc. |
| 900 N Ventura Rd | Oxnard | CA | 93030 | 805/983-7771 Taco Bucks Inc. |
| 201 W Channel Islands Blvd | Oxnard | CA | 93033 | 820/999-7900 Cotti Foods Corporation |
| 5200 Coast Highway | Pacifica | CA | 94044 | 650/420-7130 Golden Gate Bell LLC |
| 12786 Van Nuys Blvd | Pacoima | CA | 91331 | 818/890-4711 Century Fast Foods IV LLC |
| 39335 Washington St. | Palm Desert | CA | 92211 | 760/200-3717 PSTB LLC |
| 1717 E. Vista Chino St.-Bldg. E | Palm Springs | CA | 92262 | 760/318-4197 PSTB LLC |
| 2561 E Ave S | Palmdale | CA | 93550 | 661/267-1624 Century Fast Foods IV LLC |
| 739 W Avenue P | Palmdale | CA | 93550 | 661/272-9731 Century Fast Foods IV LLC |

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| 102 West Palmdale Blvd | Palmdale | CA | 93550 | 661/273-5154 Century Fast Foods IV LLC |
| 37910 47th Street East | Palmdale | CA | 93552 | 661/285-2022 Century Fast Foods IV LLC |
| 910 E. Charleston Road | Palo Alto | CA | 94303 | 650/424-8052 Kumar Management Corporation |
| 1701 E Bayshore Rd. | Palo Alto | CA | 94303 | 650/325-8226 Kumar Management Corporation |
| 5859 Clark Road | Paradise | CA | 95969 | 530/872-2844 J.A. Sutherland Inc. |
| 14625 Lakewood Blvd | Paramount | CA | 90723 | 562/531-4780 Alvarado Restaurant Group LLC |
| 1953 E Colorado Blvd | Pasadena | CA | 91107 | 626/432-1870 Century Fast Foods LLC |
| 2050 Fair Oaks Boulevard | Pasadena | CA | 91103 | 626/797-1127 Imran Ahmed |
| 1107 24th St | Paso Robles | CA | 93446 | 805/238-1801 Engen Enterprises Inc. |
| 191 Niblick Road | Paso Robles | CA | 93446 | 805/238-6528 Engen Enterprises Inc. |
| 1060 Sperry Ave | Patterson | CA | 95363 | 209/892-1820 Pacific Bells LLC |
| 2560 N Perris Blvd | Perris | CA | 92571 | 951/657-4420 Century Fast Foods Inc. |
| 406 East Washington Street | Petaluma | CA | 94952 | 707/763-6200 Golden Gate Bell LLC |
| 9619 Sheep Creek Road | Phelan | CA | 92371 | 760/868-6624 LuLu Food Service Inc. |
| 9180 Whittier Blvd | Pico Rivera | CA | 90660 | 562/949-6300 Tacos 2000 Inc. |
| 1561 Fitzgerald Dr | Pinole | CA | 94564 | 510/222-9598 PRB Management LLC |
| 867 Oak Park Blvd | Pismo Beach | CA | 93449 | 805/474-4141 Engen Enterprises Inc. |
| 2111 Loveridge Rd | Pittsburg | CA | 94565 | 925/432-2873 Golden Gate Bell LLC |
| 4470 Century Blvd | Pittsburg | CA | 94565 | 925/778-4016 Golden Gate Bell LLC |
| 1174 Yorba Linda Blvd. | Placentia | CA | 92870 | 714/528-3122 C&R Restaurant Group L.P. |
| 1240 Broadway | Placerville | CA | 95667 | 530/303-9101 J.A. Sutherland Inc. |
| 1700 Contra Costa Blvd | Pleasant Hill | CA | 94523 | 925/680-0280 JingleBells LLC |
| 500 Contra Costa Blvd | Pleasant Hill | CA | 94523 | 925/680-6030 JingleBells LLC |
| 6030 Johnson Dr | Pleasanton | CA | 94588 | 925/416-1414 JingleBells LLC |
| 4001 Santa Rita Rd Ste 6 | Pleasanton | CA | 94588 | 925/734-9034 JingleBells LLC |
| 2204 N Garey | Pomona | CA | 91767 | 909/392-9474 Cotti Foods Corporation |
| 690 N. Indian Hill Blvd | Pomona | CA | 91767 | 909/632-4488 J and R Hock Enterprises Inc. |
| 790 N Ventura | Port Hueneme | CA | 93041 | 805/488-3144 Cotti Foods Corporation |
| 559 W Channel Islands Blvd | Port Hueneme | CA | 93041 | 805/382-1563 Cotti Foods Corporation |
| 1220 W Henderson | Porterville | CA | 93257 | 559/783-2389 Cotti Foods Corporation |
| 450 W Olive Ave. | Porterville | CA | 93257 | 559/784-5510 Cotti Foods Corporation |
| 13112 Poway Road | Poway | CA | 92064 | 858/748-0706 St. Mar Enterprises Inc. |
| 17533 VIERRA CANYON RD | Prunedale | CA | 93907 | 831/663-3876 D. G. Smith Enterprises Inc. |
| 1925 Main Street Suite A | Ramona | CA | 92065 | 760/789-7320 St. Mar 2.0 Incorporated |
| 2891 Zinfandel Dr | Rancho Cordova | CA | 95670 | 916/631-8619 Pacific Bells LLC |

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| 11230 Sun Center Dr | Rancho Cordova | CA | 95670 | 916/852-0121 PRB Management LLC |
| 12220 Tributary Lane | Rancho Cordova | CA | 95670 | 916/353-1278 D. G. Smith Enterprises Inc. |
| 6579 Milliken | Rancho Cucamonga | CA | 91730 | 909/948-1859 J and R Hock Enterprises Inc. |
| 12789 Foothill Blvd. | Rancho Cucamonga | CA | 91739 | 909/899-3319 J and R Hock Enterprises Inc. |
| 9709 Baseline Rd | Rancho Cucamonga | CA | 91730 | 909/944-0535 J and R Hock Enterprises Inc. |
| 31491 Santa Margarita Pky | Rancho Santa Margarita | CA | 92688 | 949/589-7317 Cotti Foods Corporation |
| 28532 Oso Parkway | Rancho Santa Margarita | CA | 92688 | 949/888-8155 Cotti Foods Corporation |
| 228 Main St | Red Bluff | CA | 96080 | 530/527-2129 J.A. Sutherland Inc. |
| 2610 Hilltop Dr | Redding | CA | 96002 | 530/221-7274 J.A. Sutherland Inc. |
| 1220 Market St | Redding | CA | 96001 | 530/246-3826 J.A. Sutherland Inc. |
| 1020 Old Alturas Rd | Redding | CA | 96003 | 530/222-6240 Pacific Bells LLC |
| 1225 W Colton | Redlands | CA | 92374 | 909/792-6664 Taco Jim Inc. |
| 2201 Artesia Blvd | Redondo Beach | CA | 90278 | 310/371-0353 Alvarado Restaurant Group LLC |
| 2693 El Camino Real | Redwood City | CA | 94061 | 650/366-5176 Golden Gate Bell LLC |
| 1103 Veterans Blvd | Redwood City | CA | 94063 | 650/568-0226 Golden Gate Bell LLC |
| 1686 E Manning Ave | Reedley | CA | 93654 | 559/643-0190 Cotti Foods Corporation |
| 6733 Reseda Blvd | Reseda | CA | 91335 | 818/705-0030 JJC Foods LLC |
| 240 W Base Line Rd | Rialto | CA | 92376 | 909/875-4370 Cotti Foods Corporation |
| 2300 Barrett Ave | Richmond | CA | 94804 | 510/237-2292 PRB Management LLC |
| 1240 N China Lake Blvd | Ridgecrest | CA | 93555 | 760/446-4513 Inmack Foods Inc. |
| 1005 Highway 12 | Rio Vista | CA | 94571 | 707/374-7515 PRB Management LLC |
| 1421 W Colony Rd | Ripon | CA | 95366 | 209/599-0673 Pacific Bells LLC |
| 2421 Patterson Rd | Riverbank | CA | 95367 | 209/863-8514 Pacific Bells LLC |
| 1420 University Ave | Riverside | CA | 92507 | 951/684-7082 J and R Hock Enterprises Inc. |
| 7940 Limonite | Riverside | CA | 92509 | 951/681-2600 J and R Hock Enterprises Inc. |
| 10995 Magnolia Ave | Riverside | CA | 92505 | 951/688-3788 J and R Hock Enterprises Inc. |
| 181 E Alessandro Blvd | Riverside | CA | 92508 | 951/780-2493 J and R Hock Enterprises Inc. |
| 5587 Arlington Avenue | Riverside | CA | 92504 | 951/352-0931 J and R Hock Enterprises Inc. |
| 5225 Van Buren Blvd | Riverside | CA | 92503 | 951/351-6991 J and R Hock Enterprises Inc. |
| 17965 VAN BUREN BL | Riverside | CA | 92508 | 951/848-0126 J and R Hock Enterprises Inc. |
| 4340 Rocklin Rd | Rocklin | CA | 95677 | 916/624-5039 Keith Sherman Enterprises Inc |
| 2365 Sunset Blvd | Rocklin | CA | 95765 | 916/751-5452 Keith Sherman Enterprises Inc |
| 2041 Wildcat Blvd | Rocklin | CA | 95765 | 916/751-5455 Keith Sherman Enterprises Inc |
| 5000 Redwood Dr | Rohnert Park | CA | 94928 | 707/585-9981 Golden Gate Bell LLC |
| 1700 E Cotati Ave | Rohnert Park | CA | 94928 | 707/664-1700 Golden Gate Bell LLC |

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| 2547 Rosamond Blvd | Rosamond | CA | 93560 | 661/256-6877 JJC Foods LLC |
| 5002 Foothills Blvd | Roseville | CA | 95747 | 916/784-7996 Silver Oak Management Corp. |
| 342 North Sunrise Blvd | Roseville | CA | 95661 | 916/774-9766 D. G. Smith Enterprises Inc. |
| 923 Pleasant Grove Blvd. | Roseville | CA | 95678 | 916/751-5450 Keith Sherman Enterprises Inc |
| 6970 Mission Blvd | Rubidoux | CA | 92509 | 951/681-0123 J and R Hock Enterprises Inc. |
| 2431 Broadway | Sacramento | CA | 95818 | 916/455-5738 D. G. Smith Enterprises Inc. |
| 5625 Folsom Blvd | Sacramento | CA | 95819 | 916/455-6473 D. G. Smith Enterprises Inc. |
| 4318 Marconi Ave | Sacramento | CA | 95821 | 916/482-7608 D. G. Smith Enterprises Inc. |
| 5641 Freeport Blvd. | Sacramento | CA | 95822 | 916/393-7807 D. G. Smith Enterprises Inc. |
| 2434 Del Paso Blvd | Sacramento | CA | 95815 | 916/929-3961 D. G. Smith Enterprises Inc. |
| 5919 Stockton Blvd | Sacramento | CA | 95824 | 916/452-9604 PRB Management LLC |
| 3820 Northgate Blvd | Sacramento | CA | 95834 | 916/649-1790 D. G. Smith Enterprises Inc. |
| 3411 Bradshaw Road | Sacramento | CA | 95827 | 916/368-7101 PRB Management LLC |
| 1300 Howe Ave | Sacramento | CA | 95825 | 916/883-1246 D. G. Smith Enterprises Inc. |
| 2525 Marconi Ave | Sacramento | CA | 95821 | 916/486-0747 D. G. Smith Enterprises Inc. |
| 5550 Martin Luther King Blvd | Sacramento | CA | 95820 | 916/451-9081 PRB Management LLC |
| 1801 Watt Ave | Sacramento | CA | 95825 | 916/482-3332 PRB Management LLC |
| 4651 Mack Rd | Sacramento | CA | 95823 | 916/427-9292 Engen Ventures Inc. |
| 4244 Florin Rd | Sacramento | CA | 95823 | 916/395-1750 D. G. Smith Enterprises Inc. |
| 356 Florin Rd | Sacramento | CA | 95831 | 916/393-8557 Engen Ventures Inc. |
| 8071 Elk Grove Florin Rd | Sacramento | CA | 95829 | 916/681-4890 Engen Ventures Inc. |
| 7590 La Riviera Drive | Sacramento | CA | 95826 | 916/381-7771 PRB Management LLC |
| 2921 Advantage Ln | Sacramento | CA | 95834 | 916/285-9512 D. G. Smith Enterprises Inc. |
| 5210 Auburn Blvd | Sacramento | CA | 95841 | 916/348-8203 D. G. Smith Enterprises Inc. |
| 8170 Gerber Rd | Sacramento | CA | 95828 | 916/681-3548 Engen Ventures Inc. |
| 7310 W. Stockton Blvd. | Sacramento | CA | 95823 | 916/688-8780 Engen Ventures Inc. |
| 900 K Street | Sacramento | CA | 95814 | 916/550-4302 D. G. Smith Enterprises Inc. |
| 664 E Alisal | Salinas | CA | 93901 | 831/753-9070 T & K L.P. |
| 1345 N. Main Street | Salinas | CA | 93906 | 831/449-5908 T & K L.P. |
| 6 Maple Street | Salinas | CA | 93901 | 831/287-6194 T & K L.P. |
| 1597 N Sanborn Rd | Salinas | CA | 93905 | 831/772-2340 T & K L.P. |
| 295 W Highland | San Bernardino | CA | 92405 | 909/881-2719 SERJ Taco California LLC |
| 1990 Ostrems Way | San Bernardino | CA | 92407 | 909/880-4400 Taco Steve Inc. |
| 797 2nd Street | San Bernardino | CA | 92408 | 909/885-8938 SERJ Taco California LLC |
| 259 El Camino Real | San Carlos | CA | 94070 | 650/508-8226 Golden Gate Bell LLC |

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| 918 S El Camino Real | San Clemente | CA | 92672 | 949/492-0087 T&T Taco LLC |
| 959 Avenida Pico | San Clemente | CA | 92673 | 949/366-1768 T&T Taco LLC |
| 6104 University Ave | San Diego | CA | 92115 | 619/286-2756 St. Mar Enterprises Inc. |
| 8389 Mira Mesa Blvd | San Diego | CA | 92126 | 858/566-3366 St. Mar Enterprises Inc. |
| 5335 Overland Ave | San Diego | CA | 92123 | 858/576-0865 JJC Foods LLC |
| 2626 El Cajon Blvd | San Diego | CA | 92104 | 619/296-5277 JJC Foods LLC |
| 11688 Carmel Mtn Rd | San Diego | CA | 92128 | 858/674-5872 St. Mar Enterprises Inc. |
| 3144 Carmel Valley Road | San Diego | CA | 92130 | 858/792-0499 JJC Foods LLC |
| 9821 Aero Dr | San Diego | CA | 92123 | 858/467-0041 JJC Foods LLC |
| 7180 Miramar Rd | San Diego | CA | 92121 | 858/271-8559 Marble USA Inc. |
| 632 Denney Road | San Diego | CA | 92154 | 619/428-8081 St. Mar 2.0 Incorporated |
| 4290 Clairemont Mesa Blvd | San Diego | CA | 92117 | 858/274-1287 Marble USA Inc. |
| 2011 Camino Del Este | San Diego | CA | 92108 | 619/295-5939 JJC Foods LLC |
| 1090 Outer Rd | San Diego | CA | 92154 | 619/423-7996 St. Mar Enterprises Inc. |
| 5230 Balboa Ave. | San Diego | CA | 92117 | 858/571-4713 JJC Foods LLC |
| 7049 Eastman Street | San Diego | CA | 92111 | 858/492-9153 Marble USA Inc. |
| 4401 Mission Blvd. | San Diego | CA | 92109 | 858/272-5366 SD Bell Inc. |
| 3152 Midway Drive | San Diego | CA | 92110 | 619/223-1658 JJC Foods LLC |
| 3195 Market St | San Diego | CA | 92102 | 619/696-1454 Marble USA Inc. |
| 705 W Arrow Highway | San Dimas | CA | 91773 | 909/599-6378 C&R Restaurant Group L.P. |
| 1968 Glen Oaks Blvd | San Fernando | CA | 91340 | 818/898-1968 West Side Fast Foods LLC |
| 14511 Chatsworth Drive | San Fernando | CA | 91340 | 818/361-8502 West Side Fast Foods LLC |
| 1150 Taraval Street | San Francisco | CA | 94116 | 415/731-3314 Source Foods Inc. |
| 4150 Geary Boulevard | San Francisco | CA | 94118 | 415/387-7440 Source Foods Inc. |
| 200 Duboce Avenue | San Francisco | CA | 94103 | 415/431-1613 Source Foods Inc. |
| 4285 Mission St. | San Francisco | CA | 94112 | 415/334-8318 Source Foods Inc. |
| 691 Eddy Street | San Francisco | CA | 94109 | 415/673-2641 Source Foods Inc. |
| 710 Third Street | San Francisco | CA | 94107 | 415/979-1587 Golden Gate Bell LLC |
| 1518 S San Gabriel | San Gabriel | CA | 91776 | 626/280-3720 J & S Food Sales Inc. |
| 785 North Ramona Blvd | San Jacinto | CA | 92583 | 951/654-1696 J and R Hock Enterprises Inc. |
| 170 Bernal Rd | San Jose | CA | 95119 | 408/281-4570 Tambro Inc. |
| 5431 Camden Ave. | San Jose | CA | 95124 | 408/266-1533 Golden Gate Bell LLC |
| 1370 Blossom Hill Road | San Jose | CA | 95118 | 408/267-4091 Kumar Management Corporation |
| 2770 Alum Rock Ave | San Jose | CA | 95127 | 408/259-3974 Tambro Inc. |
| 5538 Monterey Hwy | San Jose | CA | 95138 | 408/363-8428 Golden Gate Bell LLC |

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| 1298 Winchester Blvd | San Jose | CA | 95128 | 408/241-2657 Kumar Management Corporation |
| 840 S Bascom Ave. | San Jose | CA | 95128 | 408/297-3042 Golden Gate Bell LLC |
| 3690 Stevens Creek Blvd | San Jose | CA | 95117 | 408/246-9349 Kumar Management Corporation |
| 2415 South King Road | San Jose | CA | 95122 | 408/274-4053 Source Foods Inc. |
| 720 Story Road | San Jose | CA | 95122 | 408/279-1963 Golden Gate Bell LLC |
| 535 W Capitol Expressway | San Jose | CA | 95136 | 408/723-0921 Golden Gate Bell LLC |
| 250 North Bascom Avenue | San Jose | CA | 95128 | 408/286-4537 Source Foods Inc. |
| 1450 Camden Ave. | San Jose | CA | 95008 | 408/879-0904 Golden Gate Bell LLC |
| 2779 Aborn Rd | San Jose | CA | 95121 | 408/270-2960 Golden Gate Bell LLC |
| 5389 Prospect Rd | San Jose | CA | 95129 | 408/873-8572 Kumar Management Corporation |
| 2471 Berryessa Road | San Jose | CA | 95132 | 408/251-3432 Tambro Inc. |
| 2284 Monterey Road | San Jose | CA | 95112 | 408/289-1673 Kumar Management Corporation |
| 19 Market St. | San Jose | CA | 95113 | 408/673-4305 Kumar Management Corporation |
| 31771 Del Obispo | San Juan Capistrano | CA | 92675 | 949/661-7118 Cotti Foods Corporation |
| 797 Marina Blvd | San Leandro | CA | 94577 | 510/957-0439 Golden Gate Bell LLC |
| 15501 Hesperian Blvd | San Leandro | CA | 94579 | 510/278-2721 Golden Gate Bell LLC |
| 15016 E 14th Street | San Leandro | CA | 94578 | 510/317-5936 Golden Gate Bell LLC |
| 397 Santa Rosa | San Luis Obispo | CA | 93401 | 805/544-1700 Cotti Foods Corporation |
| 3810 Broad Street Suite 1 | San Luis Obispo | CA | 93401 | 805/593-0205 Cotti Foods Corporation |
| 120 N Rancho Santa Fe Rd | San Marcos | CA | 92069 | 760/599-9736 SD Bell Inc. |
| 704 Center Dr | San Marcos | CA | 92069 | 760/796-4149 SD Bell Inc. |
| 500 E 4th Ave | San Mateo | CA | 94401 | 650/403-0395 Golden Gate Bell LLC |
| 1975 S El Camino Real | San Mateo | CA | 94403 | 650/403-0387 Golden Gate Bell LLC |
| 40 San Pablo Towne Ctr | San Pablo | CA | 94806 | 510/215-1971 Golden Gate Bell LLC |
| 204 N. Gaffey St. | San Pedro | CA | 90731 | 310/833-3498 Alvarado Restaurant Group LLC |
| 1031 S Gaffey St | San Pedro | CA | 90731 | 310/831-9210 Alvarado Restaurant Group LLC |
| 555 Second Street | San Rafael | CA | 94901 | 415/454-1482 Source Foods Inc. |
| 2415 San Ramon Valley Blvd | San Ramon | CA | 94583 | 925/406-0183 Golden Gate Bell LLC |
| 4463 Camino De La Plaza / Via Nacional | San Ysidro | CA | 92173 | 619/207-0641 SD Bell Inc. |
| 524 Academy | Sanger | CA | 93657 | 559/876-3536 Pacific Bells LLC |
| 2720 W Edinger | Santa Ana | CA | 92704 | 714/957-3103 T&T Taco LLC |
| 16252 Harbor Blvd. | Santa Ana | CA | 92708 | 714/531-6878 Taco Steve Inc. |
| 2246 S Grand Ave. | Santa Ana | CA | 92705 | 714/557-4844 T&T Taco LLC |
| 411 E First Street | Santa Ana | CA | 92701 | 714/547-4590 Sonar Inc. |
| 1810 N Bristol St. | Santa Ana | CA | 92706 | 714/953-7344 Century Fast Foods Inc. |

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| 2910 S. Bristol St. | Santa Ana | CA | 92704 | 714/754-7565 C&R Restaurant Group L.P. |
| 1229 E 17th St | Santa Ana | CA | 92701 | 714/547-8721 T&T Taco LLC |
| 821 N Milpas Street | Santa Barbara | CA | 93103 | 805/962-1114 Engen Enterprises Inc. |
| 1840 Cliff Dr | Santa Barbara | CA | 93109 | 805/965-7611 Payatt Enterprises Inc. |
| 2555 The Alameda | Santa Clara | CA | 95050 | 408/246-3645 Kumar Management Corporation |
| 2600 Homestead Rd | Santa Clara | CA | 95051 | 408/246-1658 Kumar Management Corporation |
| 1680 El Camino Real | Santa Clara | CA | 95050 | 408/241-8025 Kumar Management Corporation |
| 5350 Great America Parkway | Santa Clara | CA | 95054 | 408/213-1757 Golden Gate Bell LLC |
| 23146 Valencia Blvd | Santa Clarita | CA | 91355 | 661/287-1673 Century Fast Foods LLC |
| 1405 Mission Street | Santa Cruz | CA | 95060 | 831/316-0032 Golden Gate Bell LLC |
| 10551 Carmenita Rd | Santa Fe Springs | CA | 90670 | 562/903-1283 C&R Restaurant Group L.P. |
| 1919 S Broadway | Santa Maria | CA | 93454 | 805/922-5126 Cotti Foods Corporation |
| 1515 S Bradley Rd | Santa Maria | CA | 93454 | 805/928-3344 Cotti Foods Corporation |
| 1807 N. Broadway | Santa Maria | CA | 93455 | 805/922-2509 Cotti Foods Corporation |
| 1624 Santa Monica Blvd. | Santa Monica | CA | 90404 | 310/453-3308 C&R Restaurant Group L.P. |
| 12780 South Highway 33 | Santa Nella | CA | 95322 | 209/826-6017 Pacific Bells LLC |
| 535 West Harvard Blvd | Santa Paula | CA | 93060 | 805/525-4466 Tafazoli Hooshang |
| 771 Stony Point Rd | Santa Rosa | CA | 95407 | 707/528-2907 Golden Gate Bell LLC |
| 1835 Mendocino Ave | Santa Rosa | CA | 95401 | 707/571-8241 Golden Gate Bell LLC |
| 1416 Farmers Ln | Santa Rosa | CA | 95405 | 707/576-8122 Golden Gate Bell LLC |
| 1429 Fulton Rd | Santa Rosa | CA | 95403 | 707/542-2372 J.A. Sutherland Inc. |
| 923 Hopper Avenue | Santa Rosa | CA | 95403 | 707/578-9419 J.A. Sutherland Inc. |
| 2000 Santa Rosa Ave | Santa Rosa | CA | 95407 | 707/569-0903 Golden Gate Bell LLC |
| 9825 Mission Gorge Road | Santee | CA | 92071 | 619/448-0484 St. Mar 2.0 Incorporated |
| 233 Mount Hermon Rd | Scotts Valley | CA | 95066 | 831/440-9455 Golden Gate Bell LLC |
| 640 Pacific Coast Hwy | Seal Beach | CA | 90740 | 562/430-5412 Palo Verde Inc. |
| 1830 Fremont Blvd | Seaside | CA | 93955 | 831/899-3002 T & K L.P. |
| 860 Gravenstein Hwy North | Sebastopol | CA | 95472 | 707/824-1500 JingleBells LLC |
| 2883 Highland Avenue | Selma | CA | 93662 | 559/896-7011 Cotti Foods Corporation |
| 100 W Lerdo Hwy | Shafter | CA | 93263 | 661/630-5640 Gurmit Jhaj |
| 14115 Ventura Blvd | Sherman Oaks | CA | 91423 | 818/907-7737 Ashoori Nader |
| 1438 Los Angeles Ave | Simi Valley | CA | 93065 | 805/526-1222 Century Fast Foods LLC |
| 2360 Tapo Street | Simi Valley | CA | 93063 | 805/526-5450 Century Fast Foods LLC |
| 1185 Front Street | Soledad | CA | 93960 | 831/678-9692 T & K L.P. |
| 19025 Sonoma Hwy. | Sonoma | CA | 95476 | 707/939-1706 PRB Management LLC |

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| 13770 Mono Way | Sonora | CA | 95370 | 209/532-4244 Silver Oak Management Corp. |
| 2730 41st Ave | Soquel | CA | 95073 | 831/475-1845 Golden Gate Bell LLC |
| 3480 Firestone Blvd. | South Gate | CA | 90280 | 323/249-0692 C&R Restaurant Group L.P. |
| 13601 Garfield Ave. | South Gate | CA | 90280 | 562/633-6933 Alvarado Concepts LLC |
| 2681 Lake Tahoe Blvd | South Lake Tahoe | CA | 96150 | 530/544-0409 T & K L.P. |
| 1060 Emerald Bay Road | South Lake Tahoe | CA | 96150 | 530/544-5114 T & K L.P. |
| 465 El Camino Real | South San Francisco | CA | 94080 | 650/583-3473 Golden Gate Bell LLC |
| 199 Airport Boulevard | South San Francisco | CA | 94080 | 650/589-5472 Source Foods Inc. |
| 8330 Paradise Valley Rd | Spring Valley | CA | 91977 | 619/470-7153 Marble USA Inc. |
| 10360 Beach Blvd | Stanton | CA | 90680 | 714/828-5125 Sonar Inc. |
| 627 N Wilson Way | Stockton | CA | 95205 | 209/466-1328 PRB Management LLC |
| 3507 W Hammer Lane | Stockton | CA | 95219 | 209/477-9582 PRB Management LLC |
| 4327 East Highway 88 | Stockton | CA | 95215 | 209/931-5815 Pacific Bells LLC |
| 532 W Hammer Lane | Stockton | CA | 95210 | 209/477-9566 PRB Management LLC |
| 5115 West Lane | Stockton | CA | 95210 | 209/478-7336 Pacific Bells LLC |
| 5025 S Highway 99 | Stockton | CA | 95215 | 209/946-4713 PRB Management LLC |
| 3714 East Hammer Lane | Stockton | CA | 95212 | 209/477-0608 Pacific Bells LLC |
| 2407 West March Lane | Stockton | CA | 95207 | 209/952-0421 PRB Management LLC |
| 864 W Charter Way | Stockton | CA | 95206 | 209/946-0970 PRB Management LLC |
| 45 E Harding Way | Stockton | CA | 95204 | 209/943-2782 PRB Management LLC |
| 107 Sunset Ave. | Suisun City | CA | 94585 | 707/426-5490 Quikserve Concepts Inc. |
| 26660 Encanto Dr | Sun City | CA | 92585 | 951/679-5011 EDD Tacos LLC |
| 7856 Foothill Blvd | Sunland | CA | 91040 | 818/875-0937 Tacos 2000 Inc. |
| 811 Kifer Road | Sunnyvale | CA | 94086 | 408/735-9828 Kumar Management Corporation |
| 991 W El Camino Real | Sunnyvale | CA | 94087 | 408/739-4645 Kumar Management Corporation |
| 1695 Hollenbeck Road | Sunnyvale | CA | 94087 | 408/720-8586 Source Foods Inc. |
| 1109 Tasman Drive | Sunnyvale | CA | 94089 | 408/744-0558 Golden Gate Bell LLC |
| 2990 Main Street | Susanville | CA | 96130 | 530/257-8188 DeClerck Enterprises A Partne |
| 12910 Foothill Blvd | Sylmar | CA | 91342 | 818/898-0875 West Side Fast Foods LLC |
| 1121 Kern St. | Taft | CA | 93268 | 661/765-2379 Gurmit Jhaj |
| 18450 Ventura Blvd | Tarzana | CA | 91356 | 818/343-9164 JJC Foods LLC |
| 1098 Valley Blvd | Tehachapi | CA | 93561 | 661/823-7033 JJC Foods LLC |
| 31677 US Hwy 79 South | Temecula | CA | 92592 | 951/303-0129 DeeDee Bells Inc. |
| 41005 Winchester Road | Temecula | CA | 92591 | 951/296-3935 DeeDee Bells Inc. |
| 1928 E Avenida De Los Arboles | Thousand Oaks | CA | 91362 | 805/492-9572 Engen Enterprises Inc. |

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| 25 Rancho Rd | Thousand Oaks | CA | 91360 | 805/495-1709 Engen Enterprises Inc. |
| 5125 Pacific Coast Hwy | Torrance | CA | 90505 | 310/373-2788 Alvarado Restaurant Group LLC |
| 921 West Sepulveda Blvd | Torrance | CA | 90502 | 310/539-4665 Alvarado Restaurant Group LLC |
| 2840 Sepulveda Blvd | Torrance | CA | 90505 | 310/325-3919 Cotti Foods Corporation |
| 1354 W 190th St | Torrance | CA | 90501 | 310/618-1628 Alvarado Restaurant Group LLC |
| 16414 Crenshaw Blvd | Torrance | CA | 90504 | 310/327-3614 Alvarado Restaurant Group LLC |
| 2320 Tracy Blvd | Tracy | CA | 95376 | 209/833-8177 Golden Gate Bell LLC |
| 2880 W Grant Line RD | Tracy | CA | 95304 | 209/835-9697 Golden Gate Bell LLC |
| 915 S. Tracy Blvd. | Tracy | CA | 95376 | 209/833-0193 Golden Gate Bell LLC |
| 12277 Deerfield | Truckee | CA | 96161 | 530/550-9330 T & K L.P. |
| 510 E Tulare Ave | Tulare | CA | 93274 | 559/688-8033 Cotti Foods Corporation |
| 1520 North Hillman Street | Tulare | CA | 93274 | 559/684-9481 Cotti Foods Corporation |
| 2700 Geer Rd | Turlock | CA | 95382 | 209/667-8341 Pacific Bells LLC |
| 2050 W Main St | Turlock | CA | 95380 | 209/668-3169 Pacific Bells LLC |
| 3606 N Golden State Blvd. | Turlock | CA | 95382 | 209/668-3830 Pacific Bells LLC |
| 17502 E 17th | Tustin | CA | 92780 | 714/730-6030 T&T Taco LLC |
| 3010 El Camino Real | Tustin | CA | 92782 | 714/832-1767 T&T Taco LLC |
| 1201 North State St | Ukiah | CA | 95482 | 707/462-1722 J.A. Sutherland Inc. |
| 32002 Alvarado | Union City | CA | 94587 | 510/489-8975 Golden Gate Bell LLC |
| 34525 Alvarado Niles Road | Union City | CA | 94587 | 510/429-9448 Golden Gate Bell LLC |
| 30075 Industrial Pkwy | Union City | CA | 94587 | 510/429-9428 Golden Gate Bell LLC |
| 989 W Foothill Blvd. | Upland | CA | 91786 | 909/981-1494 Century Fast Foods LLC |
| 1481 East Monte Vista Ave | Vacaville | CA | 95688 | 707/449-8852 Quikserve Concepts Inc. |
| 2010 Nut Tree Road | Vacaville | CA | 95687 | 707/451-9064 PRB Management LLC |
| 2000 Alamo Drive | Vacaville | CA | 95687 | 707/448-8226 Quikserve Concepts Inc. |
| 1120 Leisure Town Rd | Vacaville | CA | 95687 | 707/453-1000 Quikserve Concepts Inc. |
| 24541 Copper Hill Drive | Valencia | CA | 91354 | 661/857-8550 JJC Foods LLC |
| 3600 Sonoma Blvd | Vallejo | CA | 94590 | 707/553-1111 PRB Management LLC |
| 2033 Solano Avenue | Vallejo | CA | 94590 | 707/552-1711 PRB Management LLC |
| 200 E. Hwy 12 | Valley Springs | CA | 95252 | 209/772-3288 Silver Oak Management Corp. |
| 8256 Orion Ave | Van Nuys | CA | 91406 | 818/779-8512 Golden Taco Inc. |
| 15651 Sherman Way | Van Nuys | CA | 91406 | 818/780-8492 Century Fast Foods LLC |
| 2250 E Main St | Ventura | CA | 93001 | 805/648-2076 Cotti Foods Corporation |
| 2800 Johnson Drive | Ventura | CA | 93003 | 805/676-1285 Cotti Foods Corporation |
| 15357 Palmdale Rd | Victorville | CA | 92392 | 760/241-8599 Cotti Foods Corporation |

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| 17250 Bear Valley Rd | Victorville | CA | 92392 | 760/951-0177 Cotti Foods Corporation |
| 14181 U.S. Highway 395 Building #C | Victorville | CA | 92392 | 760/951-0262 Cotti Foods Corporation |
| 3727 South Mooney Blvd | Visalia | CA | 93277 | 559/733-0813 Cotti Foods Corporation |
| 1018 S Mooney Blvd | Visalia | CA | 93277 | 559/732-6711 Cotti Foods Corporation |
| 1377 E Noble Ave. | Visalia | CA | 93292 | 559/739-7558 Cotti Foods Corporation |
| 2421 N Dinuba Blvd | Visalia | CA | 93291 | 559/627-4600 Cotti Foods Corporation |
| 910 East Vista Way | Vista | CA | 92084 | 760/631-3655 St. Mar Enterprises Inc. |
| 3271 Business Park Dr | Vista | CA | 92083 | 760/727-5912 SD Bell Inc. |
| 864 Nogales | Walnut | CA | 91789 | 626/912-9305 Lord & Cook Ventures LLC |
| 2400 N. Main St. | Walnut Creek | CA | 94596 | 925/932-9321 JingleBells LLC |
| 2415 Highway 46 | Wasco | CA | 93280 | 661/758-2642 Cotti Foods Corporation |
| 12170 Yosemite Blvd | Waterford | CA | 95386 | 209/874-3939 Pacific Bells LLC |
| 200 East Vista Drive | Weed | CA | 96094 | 530/938-3830 DeClerck Enterprises A Partne |
| 1410 S Azusa Ave | West Covina | CA | 91791 | 626/918-6650 Lord & Cook Ventures LLC |
| 850 Harbor Blvd | West Sacramento | CA | 95691 | 916/372-5429 D. G. Smith Enterprises Inc. |
| 776 Ikea Court | West Sacramento | CA | 95605 | 916/374-2711 D. G. Smith Enterprises Inc. |
| 2246 Lake Washington Blvd. | West Sacramento | CA | 95691 | 916/372-2562 D. G. Smith Enterprises Inc. |
| 7192 Westminster Blvd | Westminster | CA | 92683 | 714/893-0996 Cotti Foods Corporation |
| 1916 State Route (SR) 65 | Wheatland | CA | 95692 | 530/483-8051 First Chair Management LLC |
| 10722 E Whittier Blvd | Whittier | CA | 90606 | 562/692-5488 J & S Food Sales Inc. |
| 13008 Whittier Blvd | Whittier | CA | 90602 | 562/696-7124 C&R Restaurant Group L.P. |
| 36230 Hidden Springs Rd. | Wildomar | CA | 92595 | 951/609-1219 SD Bell Inc. |
| 288 Vann Street | Williams | CA | 95987 | 530/473-5009 Quikserve Concepts Inc. |
| 1500 S Main St | Willits | CA | 95490 | 707/459-3292 North State Investments Inc. |
| 1301 W Wood St | Willows | CA | 95988 | 530/934-5212 J.A. Sutherland Inc. |
| 100 W Pacific Coast Hwy | Wilmington | CA | 90744 | 310/549-2599 Alvarado Restaurant Group LLC |
| 8900 Brooks Rd | Windsor | CA | 95492 | 707/838-4018 J.A. Sutherland Inc. |
| 703 Matsumoto Lane | Winters | CA | 95694 | 530/795-2841 Quikserve II Concepts Inc. |
| 208 W Main St | Woodland | CA | 95695 | 530/661-1642 Quikserve Concepts Inc. |
| 411 Pioneer Ave | Woodland | CA | 95776 | 530/669-7198 PRB Management LLC |
| 6303 Platt Ave | Woodland Hills | CA | 91367 | 818/348-3974 Taco Management Solutions |
| 23275 Mulholland Drive | Woodland Hills | CA | 91364 | 818/591-7626 Tafazoli Hooshang |
| 22300 Old Canal Road | Yorba Linda | CA | 92887 | 714/283-3305 J and R Hock Enterprises Inc. |
| 1804 Fort Jones Rd | Yreka | CA | 96097 | 530/842-3686 DeClerck Enterprises A Partne |
| 619 Colusa Ave | Yuba City | CA | 95991 | 530/674-7468 Lyon Gary |

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| 1483 Bridge Street | Yuba City | CA | 95991 | 530/673-1403 Lyon Gary |
| 34077 Yucaipa Blvd | Yucaipa | CA | 92399 | 909/790-3653 DU Cook Me Tacos LLC |
| 58497 29 Palms Hwy | Yucca Valley | CA | 92284 | 760/369-1500 J and R Hock Enterprises Inc. |
| 2435 Main Street (Lot 4B-2) | Alamosa | CO | 81101 | 719/589-2140 A&W Tacos LLC |
| 5260 Wadsworth Bypass | Arvada | CO | 80002 | 303/431-0433 Alvarado Concepts LLC |
| 8760 Wadsworth Blvd. | Arvada | CO | 80003 | 303/421-4749 Alvarado Concepts LLC |
| 12480 West 64th Avenue | Arvada | CO | 80004 | 303/422-6196 Alvarado Concepts LLC |
| 5325 West 80th Ave | Arvada | CO | 80003 | 303/429-6713 Alvarado Concepts LLC |
| 6390 Sheridan Blvd | Arvada | CO | 80003 | 303/657-9210 Palo Alto Inc. |
| 9200 Ralston Road | Arvada | CO | 80002 | 720/898-4243 Source Foods Inc. |
| 15160 E Mississippi | Aurora | CO | 80012 | 303/337-1591 Alvarado Concepts LLC |
| 16931 E Iliff | Aurora | CO | 80013 | 303/368-9446 Palo Alto Inc. |
| 1607 S Havana St | Aurora | CO | 80012 | 303/745-3978 Alvarado Concepts LLC |
| 16776 East Smokey Hill Road | Aurora | CO | 80015 | 303/766-4924 Alvarado Concepts LLC |
| 3259 South Parker Road | Aurora | CO | 80014 | 303/337-2355 Alvarado Concepts LLC |
| 10750 East Colfax Avenue | Aurora | CO | 80010 | 303/344-2785 Palo Alto Inc. |
| 6350 South Parker Road | Aurora | CO | 80016 | 303/400-4571 Palo Alto Inc. |
| 3554 S Tower Road | Aurora | CO | 80013 | 720/870-2884 Palo Alto Inc. |
| 14551 E Colfax | Aurora | CO | 80011 | 303/364-2125 Alvarado Concepts LLC |
| 25531 E. Smoky Hill Rd. | Aurora | CO | 80016 | 720/870-0612 Alvarado Concepts LLC |
| 21865 E. Quincy Ave. | Aurora | CO | 80018 | 303/690-4718 Alvarado Concepts LLC |
| 1065 S. 1st Street | Bennett | CO | 80102 | 303/644-4171 Alvarado Concepts LLC |
| 2450 Baseline Rd. | Boulder | CO | 80305 | 303/499-1744 Alvarado Concepts LLC |
| 3255 28th Street | Boulder | CO | 80301 | 303/449-7822 Alvarado Concepts LLC |
| 3210 Arapahoe Avenue | Boulder | CO | 80303 | 303/447-0702 Source Foods Inc. |
| 920 Bridge St | Brighton | CO | 80601 | 303/654-0158 Alvarado Concepts LLC |
| 2121 Prairie Center Pkwy. | Brighton | CO | 80601 | 720/685-8603 Alvarado Concepts LLC |
| 550 Alter Street | Broomfield | CO | 80020 | 303/460-7307 Alvarado Concepts LLC |
| 1220 E 1st Ave | Broomfield | CO | 80020 | 303/404-9555 Alvarado Concepts LLC |
| 2005 W 136th Ave | Broomfield | CO | 80023 | 303/452-0513 Alvarado Concepts LLC |
| 1112 Royal Gorge Blvd | Canon City | CO | 81212 | 719/275-7539 KBP Bells LLC |
| 217 Metzler Drive | Castle Rock | CO | 80104 | 303/660-2680 Alvarado Concepts LLC |
| 95 Rio Grande | Castle Rock | CO | 80104 | 720/379-7215 Alvarado Concepts LLC |
| 3231 I-70 Business Loop | Clifton | CO | 81520 | 970/434-0503 ColCal Colorado Inc. |
| 1507 S Nevada Ave | Colorado Springs | CO | 80906 | 719/633-8838 KBP Bells LLC |

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|-----------------------------|------------------|----|-------|---|
| 405 E. Platte Avenue | Colorado Springs | CO | 80903 | 719/471-2743 KBP Bells LLC |
| 4195 N Academy | Colorado Springs | CO | 80918 | 719/593-9222 KBP Bells LLC |
| 1380 N Academy Blvd | Colorado Springs | CO | 80909 | 719/596-3378 KBP Bells LLC |
| 3029 West Colorado Avenue | Colorado Springs | CO | 80904 | 719/471-8008 KBP Bells LLC |
| 745 Cheyenne Meadows Road | Colorado Springs | CO | 80906 | 719/540-5276 KBP Bells LLC |
| 502 Garden Of The Gods Road | Colorado Springs | CO | 80907 | 719/532-9686 KBP Bells LLC |
| 5650 North Academy Blvd | Colorado Springs | CO | 80918 | 719/260-1740 KBP Bells LLC |
| 325 East Fillmore Street | Colorado Springs | CO | 80907 | 719/471-3357 KBP Bells LLC |
| 1750 N Powers Blvd | Colorado Springs | CO | 80915 | 719/380-8286 KBP Bells LLC |
| 1030 Academy Park Loop | Colorado Springs | CO | 80910 | 719/596-8309 KBP Bells LLC |
| 3436 Research Parkway Blvd | Colorado Springs | CO | 80920 | 719/268-6861 KBP Bells LLC |
| 6425 Source Center Point | Colorado Springs | CO | 80923 | 719/593-5025 KBP Bells LLC |
| 390 N Union Blvd | Colorado Springs | CO | 80909 | 719/471-4151 KBP Bells LLC |
| 2935 Hancock Expressway | Colorado Springs | CO | 80916 | 719/390-2802 KBP Bells LLC |
| 1208 Interquest Parkway | Colorado Springs | CO | 80921 | 719/598-7593 KBP Bells LLC |
| 4901 East 60th Ave | Commerce City | CO | 80022 | 303/288-7712 Alvarado Concepts LLC |
| 15450 E 104th Ave | Commerce City | CO | 80022 | 303/286-3970 Alvarado Concepts LLC |
| 1300 East Main Street | Cortez | CO | 81321 | 970/565-7494 High Desert QRs LLC |
| 707 West Victory Way | Craig | CO | 81625 | 970/824-9230 Argonaut Food Partners Nuevo |
| 674 Stafford Lane | Delta | CO | 81416 | 970/874-4350 ColCal Colorado Inc. |
| 7221 Pecos St. | Denver | CO | 80221 | 303/428-5243 Alvarado Concepts LLC |
| 1998 S. Federal Blvd. | Denver | CO | 80219 | 303/922-4833 Alvarado Concepts LLC |
| 2097 S Sheridan | Denver | CO | 80227 | 303/988-3548 Alvarado Concepts LLC |
| 1265 S Colorado Blvd | Denver | CO | 80222 | 303/756-4882 Alvarado Concepts LLC |
| 1775 E. Colfax Ave. | Denver | CO | 80218 | 303/333-4800 Alvarado Concepts LLC |
| 5225 E Colfax Ave | Denver | CO | 80220 | 303/322-2934 Palo Alto Inc. |
| 5050 S Quebec | Denver | CO | 80237 | 303/796-8538 Alvarado Concepts LLC |
| 6460 E Yale Ave Unit B | Denver | CO | 80222 | 303/758-7754 Palo Alto Inc. |
| 7150 Leetsdale Drive | Denver | CO | 80224 | 303/377-5409 Alvarado Concepts LLC |
| 447 South Broadway | Denver | CO | 80209 | 303/733-3368 Alvarado Concepts LLC |
| 3110 South Sheridan | Denver | CO | 80227 | 303/934-7434 Source Foods Inc. |
| 350 South Federal Blvd | Denver | CO | 80219 | 303/975-9134 Palo Alto Inc. |
| 2815 Colorado Boulevard | Denver | CO | 80207 | 303/355-0160 Source Foods Inc. |
| 2975 W 51st Ave | Denver | CO | 80221 | 720/855-6602 Alvarado Concepts LLC |
| 4105 Chambers Road | Denver | CO | 80239 | 303/307-4338 Palo Alto Inc. |

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| 18641 Green Valley Ranch Blvd | Denver | CO | 80249 | 303/574-0431 Alvarado Concepts LLC |
| 4480 N Peoria Street | Denver | CO | 80239 | 303/371-1673 Alvarado Concepts LLC |
| 3833 w. 38th ave | Denver | CO | 80211 | 303/455-0992 Alvarado Concepts LLC |
| 5620 N Beeler St | Denver | CO | 80239 | Alvarado Concepts LLC |
| 1073 COUNTY HWY-308 | Dumont | CO | 80436 | 303/567-2175 Alvarado Concepts LLC |
| 2902 N Main | Durango | CO | 81301 | 970/259-5588 High Desert QSRs LLC |
| 774 Chambers Avenue. | Eagle | CO | 81631 | 970/328-6877 Taco Colorado Corporation |
| 110 Collins Street | Eaton | CO | 80615 | 970/454-3480 Gingles Concepts LLC |
| 1911 Sheridan Blvd | Edgewater | CO | 80214 | 303/232-8948 Alvarado Concepts LLC |
| 2350 Legacy Circle | Elizabeth | CO | 80107 | 303/646-1313 Alvarado Concepts LLC |
| 8220 S. Quebec | Englewood | CO | 80112 | 303/220-0939 Alvarado Concepts LLC |
| 540 West Hampden Avenue | Englewood | CO | 80110 | 303/781-7304 Alvarado Concepts LLC |
| 2375 Highway 7 | Erie | CO | 80516 | 720/890-4623 Alvarado Concepts LLC |
| 30850 Stagecoach | Evergreen | CO | 80439 | 303/679-0506 Alvarado Concepts LLC |
| 1530 S College Ave | Fort Collins | CO | 80524 | 970/482-4059 Alvarado Concepts LLC |
| 1527 W. Elizabeth St. | Fort Collins | CO | 80521 | 970/221-4311 Alvarado Concepts LLC |
| 4100 S. College Ave. | Fort Collins | CO | 80525 | 970/282-0584 Alvarado Concepts LLC |
| 1227 E. Magnolia | Fort Collins | CO | 80524 | 970/482-6587 Source Foods Inc. |
| 1305 MAIN ST | Fort Morgan | CO | 80701 | 970/542-0320 Alvarado Concepts LLC |
| 6610 Camden Blvd | Fountain | CO | 80817 | 719/392-8030 KBP Bells LLC |
| 6905 Mesa Ridge Parkway | Fountain | CO | 80817 | 719/382-4700 KBP Bells LLC |
| 865 Summit Blvd. | Frisco | CO | 80443 | 970/668-5029 Taco Colorado Corporation |
| 599 Kokopelli Blvd. | Fruita | CO | 81521 | 970/858-9846 ColCal Colorado Inc. |
| 2002 Grand Ave | Glenwood Springs | CO | 81601 | 970/945-8283 Taco Colorado Corporation |
| 17764 S Golden Rd | Golden | CO | 80401 | 303/278-4621 Alvarado Concepts LLC |
| 850 North Ave | Grand Junction | CO | 81501 | 970/243-1293 ColCal Colorado Inc. |
| 2428 Highway 6 & 50 | Grand Junction | CO | 81505 | 970/241-5118 ColCal Colorado Inc. |
| 736 Horizon Dr | Grand Junction | CO | 81506 | 970/245-5956 ColCal Colorado Inc. |
| 2897 North Avenue | Grand Junction | CO | 81501 | 970/241-2091 ColCal Colorado Inc. |
| 3503 W 10th St | Greeley | CO | 80634 | 970/356-5460 Alvarado Concepts LLC |
| 2450 8th Avenue | Greeley | CO | 80631 | 970/378-6708 Alvarado Concepts LLC |
| 4638 Centerplace Drive | Greeley | CO | 80634 | 970/339-3697 Alvarado Concepts LLC |
| 6910 10th St | Greeley | CO | 80634 | 970/356-5727 Alvarado Concepts LLC |
| 8695 E Arapahoe Rd | Greenwood Village | CO | 80112 | 303/220-9240 Alvarado Concepts LLC |
| 310 West Tomichi | Gunnison | CO | 81230 | 970/641-0414 ColCal Colorado Inc. |

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| 10402 S Belle Creek Drive | Henderson | CO | 80640 | 303/287-0852 Alvarado Concepts LLC |
| 3984 Red Cedar Dr. | Highlands Ranch | CO | 80126 | 303/346-8503 El Gregorio Inc. |
| 50 Telep Ave | Johnstown | CO | 80534 | 970/587-8782 Alvarado Concepts LLC |
| 27980 Frontage Rd | La Junta | CO | 81050 | 719/383-1027 KBP Bells LLC |
| 450 W South Boulder Rd | Lafayette | CO | 80026 | 303/665-6179 Palo Alto Inc. |
| 11701 W Colfax | Lakewood | CO | 80215 | 303/233-5574 Palo Alto Inc. |
| 1505 S Kipling Pkwy | Lakewood | CO | 80232 | 303/969-0624 Alvarado Concepts LLC |
| 165 S Sheridan Blvd | Lakewood | CO | 80226 | 303/237-1791 Alvarado Concepts LLC |
| 13109 W. Alameda Pkwy | Lakewood | CO | 80228 | 303/716-0099 Source Foods Inc. |
| 2395 6th Street | Limon | CO | 80828 | 719/775-9411 Alvarado Concepts LLC |
| 5041 S. Jellison Way | Littleton | CO | 80123 | 303/972-4118 Alvarado Concepts LLC |
| 7911 S Broadway | Littleton | CO | 80122 | 303/794-4592 Alvarado Concepts LLC |
| 8500 W Crestline Unit 8 | Littleton | CO | 80123 | 303/979-4935 Palo Alto Inc. |
| 5572 S. Broadway | Littleton | CO | 80121 | 303/798-5379 Alvarado Concepts LLC |
| 8164 S. Kipling Parkway | Littleton | CO | 80127 | 303/972-2121 Source Foods Inc. |
| 2717 W Bellview Ave | Littleton | CO | 80123 | 720/283-1418 Alvarado Concepts LLC |
| 2220 Main Street | Longmont | CO | 80501 | 303/651-1322 Alvarado Concepts LLC |
| 2010 Ken Pratt Blvd. | Longmont | CO | 80501 | 303/651-6862 Alvarado Concepts LLC |
| 3818 State Highway 119 | Longmont | CO | 80501 | 303/678-5053 Alvarado Concepts LLC |
| 33 E. Ken Pratt Blvd. | Longmont | CO | 80504 | 303/776-0376 Alvarado Concepts LLC |
| 1330 Lincoln Ave | Loveland | CO | 80537 | 970/663-0387 Alvarado Concepts LLC |
| 1650 Foxtrail Dr. | Loveland | CO | 80538 | 970/613-1150 Source Foods Inc. |
| 115 65th St. | Loveland | CO | 80538 | 970/667-2336 Alvarado Concepts LLC |
| 2050 S Townsend | Montrose | CO | 81401 | 970/249-8570 ColCal Colorado Inc. |
| 441 Highway 105 | Monument | CO | 80132 | 719/488-0190 Alvarado Concepts LLC |
| 555 W. 104th Ave. | Northglenn | CO | 80234 | 303/450-0452 Alvarado Concepts LLC |
| 10832 S Crossroads Dr | Parker | CO | 80138 | 303/841-3734 Palo Alto Inc. |
| 16950 E. Lincoln Avenue | Parker | CO | 80134 | 303/840-2184 Palo Alto Inc. |
| 301 E Abriendo Ave | Pueblo | CO | 81004 | 719/542-1030 KBP Bells LLC |
| 703 N Santa Fe | Pueblo | CO | 81003 | 719/542-1074 KBP Bells LLC |
| 1717 South Pueblo Blvd | Pueblo | CO | 81005 | 719/561-9687 KBP Bells LLC |
| 3333 North Elizabeth | Pueblo | CO | 81008 | 719/542-7226 KBP Bells LLC |
| 1200 Southgate Place | Pueblo | CO | 81004 | 719/566-7971 KBP Bells LLC |
| 99 S Mcculloch Blvd | Pueblo West | CO | 81007 | 719/547-4836 KBP Bells LLC |
| 721 Smith Street | Rifle | CO | 81650 | 970/625-1709 Taco Colorado Corporation |

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| 625 Snapdragon Way | Steamboat Springs | CO | 80477 | 970/879-7618 Argonaut Food Partners Nuevo |
| 1301 West Main St | Sterling | CO | 80751 | 970/522-5600 Gingles Concepts LLC |
| 3901 E 120th Ave | Thornton | CO | 80233 | 303/452-7676 Alvarado Concepts LLC |
| 1298 East 104th Avenue | Thornton | CO | 80233 | 303/255-9288 Alvarado Concepts LLC |
| 8401 Washington St | Thornton | CO | 80229 | 303/286-0389 Alvarado Concepts LLC |
| 13732 Colorado Blvd. | Thornton | CO | 80602 | 303/450-0444 Alvarado Concepts LLC |
| 4645 Weitzel Street | Timnath | CO | 80547 | 970/493-0036 Alvarado Concepts LLC |
| 212 Nevada Avenue | Trinidad | CO | 81082 | 719/846-7723 Denis Schoenhofer |
| 457-A US Highway 85-87 | Walsenburg | CO | 81089 | 719/738-2480 Pramukh LLC |
| 8050 6th Street | Wellington | CO | 80549 | 970/568-9991 Alvarado Concepts LLC |
| 3050 Youngfield St | Wheat Ridge | CO | 80215 | 303/232-1409 Alvarado Concepts LLC |
| 4795 Kipling St. | Wheat Ridge | CO | 80033 | 303/940-7521 Alvarado Concepts LLC |
| 101 12th Street | Windsor | CO | 80550 | 970/686-6344 Gingles Concepts LLC |
| 500 E Midland Ave | Woodland Park | CO | 80863 | 719/686-1742 KBP Bells LLC |
| 205 Division Street | Ansonia | CT | 06401 | 203/735-7002 Cantina Hospitality LLC |
| 18 Wilbur Cross Hwy | Berlin | CT | 06037 | 860/828-1077 Cantina Hospitality LLC |
| 960 W Main St | Branford | CT | 06405 | 203/481-0351 Cantina Hospitality LLC |
| 308 Lindley St | Bridgeport | CT | 06606 | 203/330-4850 Cantina Hospitality LLC |
| 1250 Farmington Ave. | Bristol | CT | 06010 | 860/314-2636 Cantina Hospitality LLC |
| 578 Providence Rd. | Brooklyn | CT | 06239 | 860/774-7830 Rianna Ken |
| 250 Albany Turnpike | Canton | CT | 06019 | 860/693-4265 Cantina Hospitality LLC |
| 19 Shunpike Road | Cromwell | CT | 06416 | 860/632-9868 Cantina Hospitality LLC |
| 392 Main St | Danbury | CT | 06810 | 203/730-0332 MUY Brands LLC |
| 84 Newtown Rd | Danbury | CT | 06810 | 203/790-7996 MUY Brands LLC |
| 601 Hartford Pike | Dayville | CT | 06241 | 860/774-0179 G.F. Enterprise LLC |
| 268 Silver Lane Road | East Hartford | CT | 06118 | 860/569-8890 G.F. Enterprise LLC |
| 1 Main St | East Hartford | CT | 06118 | 860/569-0090 Cantina Hospitality LLC |
| 41 Prospect Hill Rd. | East Windsor | CT | 06088 | 860/623-0647 Cantina Hospitality LLC |
| 18 Hazard Ave | Enfield | CT | 06082 | 860/741-5980 Cantina Hospitality LLC |
| 195 Route 12 | Groton | CT | 06340 | 860/446-9296 Cantina Hospitality LLC |
| 2320 Dixwell Ave. | Hamden | CT | 06514 | 203/230-1844 Cantina Hospitality LLC |
| 485 Flatbush Ave. | Hartford | CT | 06106 | 860/953-1654 G.F. Enterprise LLC |
| 1524 Pleasant Valley Rd. | Manchester | CT | 06042 | 860/648-2930 G.F. Enterprise LLC |
| 760 E Main St. | Meriden | CT | 06450 | 203/235-8090 Cantina Hospitality LLC |
| 467 W Main St | Meriden | CT | 06451 | 203/935-8512 Cantina Hospitality LLC |

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| 851 Washington St | Middletown | CT | 06457 | 860/347-0515 Cantina Hospitality LLC |
| 1463 Boston Post Rd | Milford | CT | 06460 | 203/876-1627 Cantina Hospitality LLC |
| 543 Bridgeport Ave | Milford | CT | 06460 | 203/874-0630 Cantina Hospitality LLC |
| 20 E Main St | New Britain | CT | 06051 | 860/827-1875 G.F. Enterprise LLC |
| 355 Foxon Blvd | New Haven | CT | 06513 | 203/469-2105 Cantina Hospitality LLC |
| 130 Amity Road | New Haven | CT | 06515 | 203/387-7451 Cantina Hospitality LLC |
| 956 Chapel St | New Haven | CT | 06510 | 203/495-9444 Cantina Hospitality LLC |
| 404 Colman St | New London | CT | 06320 | 860/629-8882 Cantina Hospitality LLC |
| 177 Danbury Rd | New Milford | CT | 06776 | 860/354-8000 Cantina Hospitality LLC |
| 45 Salem Turnpike | Norwich | CT | 06360 | 860/886-7535 Rianna Ken |
| 1371 E Putnam Ave | Old Greenwich | CT | 06870 | 203/698-2290 MUY Brands LLC |
| 89 Boston Post Rd | Orange | CT | 06477 | 203/891-0949 Cantina Hospitality LLC |
| 167 New Britain Avenue | Plainville | CT | 06062 | 860/747-6462 G.F. Enterprise LLC |
| 709 Queen St | Southington | CT | 06489 | 860/628-4794 Cantina Hospitality LLC |
| 751 East Main Street | Stamford | CT | 06902 | 203/969-7782 MUY Brands LLC |
| 1795 East Main Street | Torrington | CT | 06790 | 860/626-8090 Cantina Hospitality LLC |
| 129 Talcottville Rd | Vernon Rockville | CT | 06066 | 860/872-2557 G.F. Enterprise LLC |
| 932 N Colony Road | Wallingford | CT | 06492 | 203/294-1526 Cantina Hospitality LLC |
| 276 Chase Ave. | Waterbury | CT | 06704 | 203/757-9453 Cantina Hospitality LLC |
| 973 Wolcott Street | Waterbury | CT | 06705 | 203/346-0798 Cantina Hospitality LLC |
| 155 Thomaston Avenue | Waterbury | CT | 06702 | 203/573-9006 Cantina Hospitality LLC |
| 1079 Main Street | Watertown | CT | 06795 | 860/274-1537 Cantina Hospitality LLC |
| 1320 Main St | Willimantic | CT | 06226 | 860/423-3756 Cantina Hospitality LLC |
| 86 Ella Grasso Turnpike | Windsor Locks | CT | 06096 | 860/627-5435 Cantina Hospitality LLC |
| 1501 Governor's Place | Bear | DE | 19701 | 302/834-4563 Delaware Restaurants LLC |
| 609 Naamans Rd | Claymont | DE | 19703 | 302/792-0425 MITRA QSR KNE LLC |
| 241 S. Dupont Hwy | Dover | DE | 19901 | 302/674-1625 Delaware Restaurants LLC |
| 1 Georgetown Plaza | Georgetown | DE | 19947 | 302/856-9139 Delaware Restaurants LLC |
| 16680 S. Dupont Hwy | Harrington | DE | 19952 | 302/786-2076 Delaware Restaurants LLC |
| 582 Middletown Warwick Rd | Middletown | DE | 19709 | 302/378-0406 New NBNC Trust |
| 649 N. DuPont Blvd. | Milford | DE | 19963 | 302/422-7522 MITRA QSR KNE LLC |
| 26688 Centerview Dr. | Millsboro | DE | 19966 | 302/663-4875 Delaware Restaurants LLC |
| 116 North Dupont Highway | New Castle | DE | 19720 | 302/325-9300 Delaware Restaurants LLC |
| 379 E Chestnut Hill Plaza Rd | Newark | DE | 19713 | 302/454-9938 Delaware Restaurants LLC |
| 19010 Coastal Hwy | Rehoboth Beach | DE | 19971 | 302/645-4655 R & R Ventures East Inc. |

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|--------------------------------|----------------|----|-------|---|
| 23475 Sussex Hwy. | Seaford | DE | 19973 | 302/629-6704 R & R Ventures East Inc. |
| 3902 Concord Pke | Wilmington | DE | 19803 | 302/478-8993 Delaware Restaurants LLC |
| 4302 Kirkwood Hwy | Wilmington | DE | 19808 | 302/998-3808 Delaware Restaurants LLC |
| 1925 Lancaster Ave | Wilmington | DE | 19805 | 302/575-1566 MITRA QSR KNE LLC |
| 15350 NW 144th Way | Alachua | FL | 32615 | 386/418-8105 Florida Bells LLC |
| 5096 US 41 19th AVE NW | Apollo Beach | FL | 33572 | 813/641-3598 JEM Restaurant Group of Florid |
| 1429 West Orange Blossom Trail | Apopka | FL | 32712 | 407/774-9300 U.S. Leader Restaurants Inc. |
| 2357 HIGHWAY 70 SE | Arcadia | FL | 34266 | 863/491-5110 Luihn VantEdge Partners LLC |
| 465 Havendale Blvd | Auburndale | FL | 33823 | 863/967-6318 Luihn VantEdge Partners LLC |
| 2325 US Highway 92 W | Auburndale | FL | 33823 | 863/967-5206 Luihn VantEdge Partners LLC |
| 401 Us Highway 27 South | Avon Park | FL | 33825 | 863/452-2111 Luihn VantEdge Partners LLC |
| 1060 East Van Fleet Drive | Bartow | FL | 33830 | 863/534-1100 JEM Restaurant Group of Florid |
| 865 South Main Street | Belle Glade | FL | 33430 | 561/992-9123 Luihn VantEdge Partners LLC |
| 10199 SE Hwy 441 | Bellevue | FL | 34420 | 352/347-1113 Florida Bells LLC |
| 28370 Trails Edge Blvd | Bonita Springs | FL | 34134 | 239/498-4437 Coastal QSR LLC |
| 9854 Military Trail | Boynton Beach | FL | 33436 | 561/734-8226 Coastal QSR LLC |
| 5410 Manatee Ave | Bradenton | FL | 34209 | 941/746-6890 Coastal QSR LLC |
| 3710 Cortez Rd W | Bradenton | FL | 34210 | 941/727-1932 BDE Florida LLC |
| 6004 14th Street | Bradenton | FL | 34207 | 941/753-1256 BDE Florida LLC |
| 6310 State Road 70 East | Bradenton | FL | 34203 | 941/727-1204 Coastal QSR LLC |
| 8347 SR 64 East | Bradenton | FL | 34211 | 941/708-7001 BDE Florida LLC |
| 15215 Garnet Trail | Bradenton | FL | 34211 | 941/739-1007 BDE Florida LLC |
| 5298 33rd St. | Bradenton | FL | 34203 | 941/216-6932 Coastal QSR LLC |
| 904 Bloomingdale Rd | Brandon | FL | 33511 | 813/681-5292 BDE Florida LLC |
| 11315 Causeway Blvd | Brandon | FL | 33511 | 813/685-1646 BDE Florida LLC |
| 1350 W. Brandon Blvd | Brandon | FL | 33511 | 813/571-8032 Coastal QSR LLC |
| 849 S Broad St | Brooksville | FL | 34601 | 352/799-0700 Jett Florida Bells LLC |
| 13390 Cortez Blvd | Brooksville | FL | 34613 | 352/597-2300 Jett Florida Bells LLC |
| 31001 Cortez Blvd | Brooksville | FL | 34602 | 352/345-8493 BDE Florida LLC |
| 1969 W. County Road 48 | Bushnell | FL | 33513 | 352/568-0078 E.A.P. Management Corp. |
| 542285 U.S. 1 | Callahan | FL | 32011 | 904/879-0799 U.S. Leader Restaurants Inc. |
| 1616 Del Prado Blvd S | Cape Coral | FL | 33990 | 239/574-9445 Coastal QSR LLC |
| 11 Hancock Bridge Pkwy West | Cape Coral | FL | 33990 | 239/772-8600 Coastal QSR LLC |
| 1265 State Rd 436 | Casselberry | FL | 32707 | 407/676-5515 Florida Bells LLC |
| 2025 North Young Blvd | Chiefland | FL | 32626 | 352/493-0012 Luihn VantEdge Partners LLC |

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|------------------------------------|------------------|----|-------|---|
| 1444 Main Street | Chipley | FL | 32428 | 850/638-9490 RGT Foods Cincinnati Inc. |
| 5225 East Bay Drive | Clearwater | FL | 33764 | 727/531-8655 JEM Restaurant Group of Florid |
| 3550 Ulmerton Rd | Clearwater | FL | 33762 | 727/572-6807 Atlantic Restaurants LLC |
| 1824 Gulf To Bay Blvd | Clearwater | FL | 33765 | 727/447-8847 JEM Restaurant Group of Florid |
| 2456 McMullen Booth Rd | Clearwater | FL | 33759 | 727/726-2995 JEM Restaurant Group of Florid |
| 1648 S. Missouri Avenue | Clearwater | FL | 33756 | 727/518-1735 FQSR LLC (dba KBP Foods) |
| 2990 Gulf To Bay Blvd | Clearwater | FL | 33759 | 727/791-1710 JEM Restaurant Group of Florid |
| 2721 Clear Lake Rd. | Cocoa | FL | 32922 | 321/631-8938 Bravo Foods LLC |
| 3645 N Atlantic Ave | Cocoa Beach | FL | 32931 | 321/783-8080 Bravo Foods LLC |
| 5990 S. Flamingo Road | Cooper City | FL | 33330 | 954/252-6096 AMFOODS LLC |
| 900 N. University Drive | Coral Springs | FL | 33071 | 954/755-0077 Luihn VantEdge Partners LLC |
| 5850 Wiles Road | Coral Springs | FL | 33067 | 954/753-7353 AMFOODS LLC |
| 9190 Wiles Rd | Coral Springs | FL | 33067 | 954/255-8016 Luihn VantEdge Partners LLC |
| 11431 West Sample Road | Coral Springs | FL | 33065 | 954/575-1003 Luihn VantEdge Partners LLC |
| 49 Preston Circle | Crawfordville | FL | 32327 | 850/926-8226 Vision Restaurants Inc. |
| 2549 S Ferdon Blvd | Crestview | FL | 32536 | 850/689-6611 Andrus Dennis |
| 1224 North Ferdon Blvd | Crestview | FL | 32536 | 850/306-3197 RGT Foods Inc. |
| 555 NE Hwy 19 | Crystal River | FL | 34428 | 352/795-4107 Florida Bells LLC |
| 12816 US Highway 301 | Dade City | FL | 33525 | 352/521-5736 BDE Florida LLC |
| 2300 Deer Creek Commerce | Davenport | FL | 33837 | 863/547-6932 JEM Restaurant Group of Florid |
| 7480 Osceola Polk-Line Rd. | Davenport | FL | 33896 | 863/424-1339 Jett Florida Bells LLC |
| 4200 SW 64th Ave. | Davie | FL | 33314 | 954/584-1066 E.A.P. Management Corp. |
| 1408 Beville Rd | Daytona Beach | FL | 32114 | 386/258-7080 Central Florida KFC Inc. |
| 740 North Nova Road | Daytona Beach | FL | 32114 | 386/258-1019 Central Florida KFC Inc. |
| 2140 W International Speedway Blvd | Daytona Beach | FL | 32114 | 386/254-8226 Central Florida KFC Inc. |
| 50 N Federal Hwy | Deerfield Beach | FL | 33441 | 954/420-1036 Luihn VantEdge Partners LLC |
| 1465 US Hwy. 331 South | Defuniak Springs | FL | 32435 | 850/520-5808 RGT Foods Inc. |
| 1201 S Woodland Blvd #A | Deland | FL | 32720 | 386/738-1294 Central Florida KFC Inc. |
| 1501 North Woodland Blvd | Deland | FL | 32720 | 386/736-7441 Central Florida KFC Inc. |
| 240 Linton Blvd | Delray Beach | FL | 33444 | 561/276-1000 Coastal QSR LLC |
| 2753 Elkcam Blvd. | Deltona | FL | 32738 | 386/532-5299 Bravo Foods LLC |
| 509 Hwy 98 East | Destin | FL | 32541 | 850/837-4422 RGT Foods Inc. |
| 1800 Main Street | Dunedin | FL | 34698 | 727/736-3302 Atlantic Restaurants LLC |
| 11582 N Williams St | Dunnellon | FL | 34431 | 352/441-5557 U.S. Leader Restaurants Inc. |
| 169 US Hwy 17 | East Palatka | FL | 32131 | 386/268-0081 U.S. Leader Restaurants Inc. |

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| 6025 North US 301 | Ellenton | FL | 34222 | 941/723-1749 Jett Florida Bells LLC |
| 1901 McCall Rd S | Englewood | FL | 34223 | 941/473-1090 Coastal QSR LLC |
| 1858 South 8th Street | Fernandina Beach | FL | 32034 | 904/277-2263 Southeast QSR LLC |
| 1635 CR 220 | Fleming Island | FL | 32003 | 904/215-2936 U.S. Leader Restaurants Inc. |
| 232 S.E. 1st Avenue | Florida City | FL | 33034 | 305/248-1509 FQSR LLC (dba KBP Foods) |
| 1830 South Federal Highway | Fort Lauderdale | FL | 33316 | 954/779-1161 Florida Bells LLC |
| 3500 West Broward Blvd | Fort Lauderdale | FL | 33312 | 954/581-1717 Luihn VantEdge Partners LLC |
| 17 South Fort Lauderdale Beach Blvd Unit#R216 | Fort Lauderdale | FL | 33316 | 754/225-4195 Phoenix Cantina of Fort Lauder |
| 12851 S Cleveland Avenue | Fort Myers | FL | 33907 | 239/939-5919 Coastal QSR LLC |
| 3431 Cleveland Ave | Fort Myers | FL | 33901 | 239/278-0626 Coastal QSR LLC |
| 9400 Daniels Pkwy | Fort Myers | FL | 33912 | 239/768-2018 Coastal QSR LLC |
| 4860 Palm Beach Blvd | Fort Myers | FL | 33905 | 239/693-9449 Coastal QSR LLC |
| 8389 Dani Drive | Fort Myers | FL | 33905 | 239/274-3345 Coastal QSR LLC |
| 17460 Ben Hill Griffin Parkway | Fort Myers | FL | 33913 | 239/461-0226 Coastal QSR LLC |
| 11290 Summerlin Square Dr | Fort Myers Beach | FL | 33931 | 239/437-7177 Coastal QSR LLC |
| 1812 S Us Hwy 1 | Fort Pierce | FL | 34981 | 772/460-2429 Coastal QSR LLC |
| 65 Eglin Parkway NE | Fort Walton Beach | FL | 32548 | 850/664-2200 RGT Foods Inc. |
| 945 North Beal Pkwy | Fort Walton Beach | FL | 32547 | 850/864-1118 RGT Foods Inc. |
| 16461 US 331 South | Freeport | FL | 32439 | 850/361-2637 RGT Foods Cincinnati Inc. |
| 826 W University | Gainesville | FL | 32601 | 352/373-2949 Florida Bells LLC |
| 3408 SW Archer Rd | Gainesville | FL | 32608 | 352/372-0453 Florida Bells LLC |
| 7410 W Newberry Rd | Gainesville | FL | 32605 | 352/332-4009 Florida Bells LLC |
| 2224 NW 13th St | Gainesville | FL | 32605 | 352/374-4335 Florida Bells LLC |
| 6265 Lake Worth Rd | Greenacres | FL | 33463 | 561/966-0935 Luihn VantEdge Partners LLC |
| 7763 State Road 50 | Groveland | FL | 34736 | 352/557-8584 Luihn VantEdge Partners LLC |
| 35995 Hwy 27 | Haines City | FL | 33844 | 863/422-0909 JEM Restaurant Group of Florid |
| 1040 W Hallandale Beach Blvd | Hallandale | FL | 33009 | 954/456-7748 Coastal QSR LLC |
| 8001 NW 95th Street | Hialeah Gardens | FL | 33016 | 305/828-8556 J & D Management Corp. |
| 987 North Homestead Blvd | Homestead | FL | 33030 | 305/242-1159 South Beach QSR LLC |
| 13610 SW 288th St | Homestead | FL | 33033 | 305/245-2412 South Beach QSR LLC |
| 3763 South Suncoast Blvd. | Homosassa | FL | 34448 | 352/628-0027 Jett Florida Bells LLC |
| 9442 SR 52 | Hudson | FL | 34669 | 727/862-2909 BDE Florida LLC |
| 616 W Main Street | Inverness | FL | 34450 | 352/344-1155 Florida Bells LLC |
| 1319 Dunn Ave | Jacksonville | FL | 32218 | 904/757-8919 Southeast QSR LLC |
| 5054 Normandy Blvd | Jacksonville | FL | 32205 | 904/781-6623 Southeast QSR LLC |

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| 7331 103rd Street | Jacksonville | FL | 32210 | 904/777-3626 Southeast QSR LLC |
| 9341 Atlantic Blvd | Jacksonville | FL | 32225 | 904/724-5246 Southeast QSR LLC |
| 8331 Baymeadows Rd | Jacksonville | FL | 32256 | 904/731-0748 Southeast QSR LLC |
| 5905 Merrill | Jacksonville | FL | 32211 | 904/744-7697 Southeast QSR LLC |
| 11646 San Jose Blvd | Jacksonville | FL | 32223 | 904/262-0087 Southeast QSR LLC |
| 11228 Beach Blvd | Jacksonville | FL | 32246 | 904/641-6828 Southeast QSR LLC |
| 10400 Phillips Hwy | Jacksonville | FL | 32256 | 904/262-7282 Southeast QSR LLC |
| 13160 Atlantic Blvd | Jacksonville | FL | 32225 | 904/221-9255 Southeast QSR LLC |
| 11270 Old St Augustine Rd | Jacksonville | FL | 32257 | 904/260-4080 Southeast QSR LLC |
| 7637 Lem Turner Road | Jacksonville | FL | 32208 | 904/768-0070 Southeast QSR LLC |
| 5151 University Blvd W | Jacksonville | FL | 32216 | 904/731-8678 Southeast QSR LLC |
| 4495 Roosevelt Blvd. | Jacksonville | FL | 32210 | 904/388-9341 North Florida Foods L.L.C. |
| 600 Airport Center Dr. | Jacksonville | FL | 32218 | 904/751-0102 Southeast QSR LLC |
| 5875 New Kings Road | Jacksonville | FL | 32209 | 904/765-7826 Southeast QSR LLC |
| 13710 Beach Blvd | Jacksonville | FL | 32224 | 904/992-4858 Southeast QSR LLC |
| 4466 Towne Center Parkway | Jacksonville | FL | 32246 | 904/646-0333 Southeast QSR LLC |
| 280 S 3rd St | Jacksonville Beach | FL | 32250 | 904/241-4440 Southeast QSR LLC |
| 2958 N West Federal Hwy | Jensen Beach | FL | 34957 | 772/692-4145 Coastal QSR LLC |
| 738 E Indiantown Rd | Jupiter | FL | 33477 | 561/575-0733 Coastal QSR LLC |
| 2048 West Indiantown Road | Jupiter | FL | 33458 | 561/748-9455 Luihn VantEdge Partners LLC |
| 4703 66th Street North | Kenneth City | FL | 33709 | 727/545-0562 Atlantic Restaurants LLC |
| 2338 N. Roosevelt Blvd | Key West | FL | 33040 | 305/780-7950 Luihn VantEdge Partners LLC |
| 4951 W Irlo Brnsn Mem Hwy | Kissimmee | FL | 34746 | 407/396-0000 U.S. Leader Restaurants Inc. |
| 7784 W Irlo Bronson Mem Pkwy | Kissimmee | FL | 34747 | 407/390-0385 U.S. Leader Restaurants Inc. |
| 3270 Pleasant Hill Rd | Kissimmee | FL | 34746 | 321/697-0011 Bravo Foods LLC |
| 2810 East Osceola Parkway | Kissimmee | FL | 34743 | 407/750-4327 Bravo Foods LLC |
| 50 North Lee Street | La Belle | FL | 33935 | 863/675-3400 Coastal QSR LLC |
| 1005 Bichara Blvd. | Lady Lake | FL | 32159 | 352/259-0901 Central Florida KFC Inc. |
| 2411 W US Highway 90 | Lake City | FL | 32055 | 386/755-4675 Luihn VantEdge Partners LLC |
| 280 SW Main Blvd | Lake City | FL | 32025 | 386/754-1183 Luihn VantEdge Partners LLC |
| 3755 W. Lake Mary Blvd. | Lake Mary | FL | 32746 | 407/321-8720 Bravo Foods LLC |
| 1942 East Hwy 60 | Lake Wales | FL | 33853 | 863/678-1099 JEM Restaurant Group of Florid |
| 24186 US Hwy 27 | Lake Wales | FL | 33859 | 727/843-1897 JEM Restaurant Group of Florid |
| 3330 S Congress Ave | Lake Worth | FL | 33461 | 561/433-4750 Luihn VantEdge Partners LLC |
| 6380 Hypoluxo Road | Lake Worth | FL | 33463 | 561/649-1766 Coastal QSR LLC |

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| 4165 Highway 98 N | Lakeland | FL | 33809 | 863/859-1186 Luihn VantEdge Partners LLC |
| 727 E. Memorial Boulevard | Lakeland | FL | 33801 | 863/688-2111 FQSR LLC (dba KBP Foods) |
| 3605 South Florida Avenue | Lakeland | FL | 33803 | 863/646-4207 Luihn VantEdge Partners LLC |
| 6780 Highway 98 N | Lakeland | FL | 33809 | 863/853-9891 Luihn VantEdge Partners LLC |
| 5090 DAVE ROBBINS WAY | Lakeland | FL | 33812 | 863/937-7579 Luihn VantEdge Partners LLC |
| 2520 E. Memorial Blvd | Lakeland | FL | 33801 | 863/688-2580 Luihn VantEdge Partners LLC |
| 2045 W. Memorial Blvd | Lakeland | FL | 33815 | 863/683-0100 Luihn VantEdge Partners LLC |
| 7035 Seacrest Blvd | Lantana | FL | 33462 | 561/547-3464 Luihn VantEdge Partners LLC |
| 13709 Walsingham Rd | Largo | FL | 33774 | 727/596-5483 JEM Restaurant Group of Florid |
| 8671 Ulmerton Rd | Largo | FL | 33771 | 727/535-7666 JEM Restaurant Group of Florid |
| 3970 W Oakland Park Blvd | Lauderdale Lakes | FL | 33311 | 954/739-8612 Florida Bells LLC |
| 641 North 14 St | Leesburg | FL | 34748 | 352/326-3005 U.S. Leader Restaurants Inc. |
| 9934 US Highway 441 | Leesburg | FL | 34748 | 352/787-1229 U.S. Leader Restaurants Inc. |
| 2714 Lee Blvd | Lehigh Acres | FL | 33971 | 239/369-9785 Coastal QSR LLC |
| 16581 Fishhawk Blvd. | Lithia | FL | 33547 | 813/571-9219 Coastal QSR LLC |
| 6804 Us Highway 129 | Live Oak | FL | 32060 | 386/364-4885 Luihn VantEdge Partners LLC |
| 126 S. Ronald Reagan Blvd. | Longwood | FL | 32750 | 321/422-0527 Bravo Foods LLC |
| 22744 State Rd. 54 | Lutz | FL | 33549 | 813/949-7866 Jett Florida Bells LLC |
| 25630 Sierra Center Blvd | Lutz | FL | 33559 | 813/948-4773 Jett Florida Bells LLC |
| 17884 Aprile Dr | Lutz | FL | 33558 | 813/948-1101 Jett Florida Bells LLC |
| 2005 Hwy 77 | Lynn Haven | FL | 32444 | 850/271-5877 P J Enterprises Inc. |
| 1215 S 6th St | Macclellny | FL | 32063 | 904/259-5600 Luihn VantEdge Partners LLC |
| 6501 Overseas Highway | Marathon | FL | 33050 | 305/743-6644 FQSR LLC (dba KBP Foods) |
| 2466 N State Road 7 | Margate | FL | 33063 | 954/972-2778 Luihn VantEdge Partners LLC |
| 4689 Highway 90 | Marianna | FL | 32446 | 850/633-2210 RGT Foods Inc. |
| 435 Mary Esther Blvd. | Mary Esther | FL | 32569 | 850/200-4237 RGT Foods Inc. |
| 2424 Wickham Rd | Melbourne | FL | 32935 | 321/253-1881 Bravo Foods LLC |
| 7850 Wickham Road | Melbourne | FL | 32940 | 321/590-0860 Bravo Foods LLC |
| 410 N Courtenay Pkwy | Merritt Island | FL | 32953 | 321/459-1967 Bravo Foods LLC |
| 6740 SW Eighth St | Miami | FL | 33144 | 305/261-4772 South Beach QSR LLC |
| 15295 S Dixie Hwy | Miami | FL | 33157 | 305/233-2827 South Beach QSR LLC |
| 630 NE 79th St | Miami | FL | 33138 | 305/751-7458 South Beach QSR LLC |
| 3750 NW 79th Ave | Miami | FL | 33166 | 305/593-9039 South Beach QSR LLC |
| 8363 W Flagler Street | Miami | FL | 33144 | 305/267-1356 Luihn VantEdge Partners LLC |
| 3190 Coral Way | Miami | FL | 33145 | 305/445-1122 South Beach QSR LLC |

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| 6310 S Dixie Hwy | Miami | FL | 33143 | 305/663-9064 South Beach QSR LLC |
| 13720 S W 8th Street | Miami | FL | 33184 | 305/553-2307 South Beach QSR LLC |
| 14790 SW 56th St | Miami | FL | 33185 | 305/383-2663 AMFOODS LLC |
| 10725 NW 41st Street | Miami | FL | 33178 | 305/629-8342 AMFOODS LLC |
| 2375 SW 8th Street | Miami | FL | 33135 | 305/649-6055 AMFOODS LLC |
| 3855 NW 27th Avenue | Miami | FL | 33142 | 305/638-1844 AMFOODS LLC |
| 11585 Quail Roost Drive | Miami | FL | 33157 | 305/971-8556 AMFOODS LLC |
| 1350 NW 87th Ave | Miami | FL | 33122 | 305/418-4723 Luihn VantEdge Partners LLC |
| 7900 NW 27th Ave | Miami | FL | 33147 | 786/388-0321 Coastal QSR LLC |
| 17950 NW 27th Ave | Miami Gardens | FL | 33056 | 305/628-9886 Florida Bells LLC |
| 2614 Blanding Blvd | Middleburg | FL | 32068 | 904/282-0380 Southeast QSR LLC |
| 6281 Hwy 90 West | Milton | FL | 32570 | 850/626-2311 Andrus Dennis |
| 404 South Highway 27 | Minneola | FL | 34715 | U.S. Leader Restaurants Inc. |
| 3650 Utopia Drive | Miramar | FL | 33023 | 954/894-3510 E.A.P. Management Corp. |
| 6961 Miramar Parkway | Miramar | FL | 33023 | 754/202-2953 Coastal QSR LLC |
| 10859 Us Highway 98 W | Miramar Beach | FL | 32550 | 850/279-4360 RGT Foods Inc. |
| 17060 Us Hwy 441 | Mount Dora | FL | 32757 | 352/735-0444 U.S. Leader Restaurants Inc. |
| 6753 North Church Ave | Mulberry | FL | 33860 | 863/607-6263 Luihn VantEdge Partners LLC |
| 2424 Pine Ridge Road | Naples | FL | 34109 | 239/643-7025 Coastal QSR LLC |
| 8835 Davis Blvd | Naples | FL | 34116 | 239/354-6711 Coastal QSR LLC |
| 4201 Tamiami Trail | Naples | FL | 34112 | 239/455-2020 Coastal QSR LLC |
| 2482 Immokalee Rd | Naples | FL | 34110 | 239/513-1198 Coastal QSR LLC |
| 9000 Sage Ave | Naples | FL | 34120 | 941/347-4197 Coastal QSR LLC |
| 8714 Navarre Pkwy | Navarre | FL | 32566 | 850/939-8180 Andrus Dennis |
| 4312 U.S. Highway 19 | New Port Richey | FL | 34652 | 727/817-1843 FQSR LLC (dba KBP Foods) |
| 8242 Little Road | New Port Richey | FL | 34654 | 727/815-3815 Divine of Tampa LLC |
| 10795 STATE ROAD 54 | New Port Richey | FL | 34653 | 727/203-3945 JEM Restaurant Group of Florid |
| 7575 State Road 54 | New Port Richey | FL | 34653 | 727/264-7633 Jett Florida Bells LLC |
| 1860 State Road 44 | New Smyrna Beach | FL | 32168 | 386/409-3478 Bravo Foods LLC |
| 110 W. John Sims Parkway | Niceville | FL | 32578 | 850/729-3633 RGT Foods Inc. |
| 4573 E. Highway 20 | Niceville | FL | 32578 | 850/389-8735 RGT Foods Inc. |
| 14041 N Cleveland Ave | North Fort Myers | FL | 33903 | 239/652-0288 Coastal QSR LLC |
| 640 NE 125th Street | North Miami | FL | 33161 | 305/893-0143 Florida Bells LLC |
| 1650 NE 163rd St | North Miami Beach | FL | 33162 | 305/956-9666 Florida Bells LLC |
| 14912 Tamiami Trail | North Port | FL | 34287 | 941/426-5900 Coastal QSR LLC |

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| 4998 Centerview Lane | North Port | FL | 34287 | 941/564-5436 Coastal QSR LLC |
| 2380 S W College Road | Ocala | FL | 34474 | 352/629-2006 Florida Bells LLC |
| 2116 E Silver Springs Blvd | Ocala | FL | 34470 | 352/867-0041 Florida Bells LLC |
| 3501 West Silver Springs Blvd | Ocala | FL | 34475 | 352/369-3977 Florida Bells LLC |
| 3325 NW Pine Avenue | Ocala | FL | 34475 | 352/690-6690 Florida Bells LLC |
| 13545 S.W. 17th Court | Ocala | FL | 34473 | 352/307-4300 Florida Bells LLC |
| 7610 S.E. Maricamp Road | Ocala | FL | 34472 | 352/680-3623 Florida Bells LLC |
| 7919 SW Highway 200 | Ocala | FL | 34476 | 352/854-4919 U.S. Leader Restaurants Inc. |
| 501 NE Park Street | Okeechobee | FL | 34972 | 863/467-4444 Luihn VantEdge Partners LLC |
| 2628 Enterprise Rd. | Orange City | FL | 32763 | 386/775-1363 Bravo Foods LLC |
| 938 Blanding Blvd | Orange Park | FL | 32065 | 904/276-5006 Southeast QSR LLC |
| 54 Blanding Blvd | Orange Park | FL | 32073 | 904/276-7446 Southeast QSR LLC |
| 4225 E Colonial Drive | Orlando | FL | 32803 | 407/896-7940 Bravo Foods LLC |
| 7853 Colonial Drive | Orlando | FL | 32807 | 407/277-7543 U.S. Leader Restaurants Inc. |
| 6611 West Colonial Drive | Orlando | FL | 32818 | 407/298-7241 Bravo Foods LLC |
| 2600 Orlando West Dr | Orlando | FL | 32808 | 407/292-6072 U.S. Leader Restaurants Inc. |
| 10005 University Blvd. | Orlando | FL | 32817 | 407/679-2551 Bravo Foods LLC |
| 2403 Hiawassee Rd | Orlando | FL | 32811 | 407/292-9803 U.S. Leader Restaurants Inc. |
| 5147 S Kirkman Rd | Orlando | FL | 32819 | 407/352-7517 U.S. Leader Restaurants Inc. |
| 5400 N. Orange Blossom Trail | Orlando | FL | 32810 | 407/295-1016 Bravo Foods LLC |
| 12151 So Orange Blossom Trail | Orlando | FL | 32837 | 407/816-4934 U.S. Leader Restaurants Inc. |
| 711 Lee Road | Orlando | FL | 32810 | 407/644-3666 Bravo Foods LLC |
| 16880 E. Colonial Dr. | Orlando | FL | 32820 | 407/568-9114 Bravo Foods LLC |
| 6065 S. Goldenrod Rd. | Orlando | FL | 32822 | 407/249-2102 Bravo Foods LLC |
| 10211 Narcoossee Rd. | Orlando | FL | 32832 | 407/282-4557 Bravo Foods LLC |
| 369 S Avalon Park Blvd | Orlando | FL | 32828 | 407/281-0954 Bravo Foods LLC |
| 12101 University Blvd. Suite 201 | Orlando | FL | 32817 | 407/930-2237 Bravo Foods LLC |
| 13980 S John Young Pkwy | Orlando | FL | 32837 | 321/300-2386 Bravo Foods LLC |
| 9430 S Orange Blossom Trail | Orlando | FL | 32837 | U.S. Leader Restaurants Inc. |
| 361 W Granda Blvd | Ormond Beach | FL | 32174 | 386/673-9218 Central Florida KFC Inc. |
| 50 Williamson Blvd | Ormond Beach | FL | 32174 | 386/672-7220 Central Florida KFC Inc. |
| 1859 W County Road 419 | Oviedo | FL | 32765 | 407/359-6612 Bravo Foods LLC |
| 3860 Highway 90 | Pace | FL | 32571 | 850/994-5510 Andrus Dennis |
| 3306 Crill Ave | Palatka | FL | 32177 | 386/325-2563 Florida Bells LLC |
| 1120 Malabar Rd SE | Palm Bay | FL | 32907 | 321/733-5530 U.S. Leader Restaurants Inc. |

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| 1386 Palm Bay Road NE | Palm Bay | FL | 32905 | 321/724-8826 U.S. Leader Restaurants Inc. |
| 3800 Northlake Blvd | Palm Beach Gardens | FL | 33410 | 561/694-8967 Luihn VantEdge Partners LLC |
| 1020 Palm Coast Parkway | Palm Coast | FL | 32137 | 386/447-0801 Florida Bells LLC |
| 5045 State Hwy 100 East | Palm Coast | FL | 32164 | 386/313-8344 Florida Bells LLC |
| 32899 US Highway 19 N | Palm Harbor | FL | 34684 | 727/787-8569 JEM Restaurant Group of Florid |
| 640 10th Street East | Palmetto | FL | 34221 | 941/721-4930 BDE Florida LLC |
| 434 S Tyndall Parkway | Panama City | FL | 32404 | 850/784-3008 DJ Enterprises of Panama City |
| 4020 W. 23rd. Street | Panama City | FL | 32405 | 850/763-1555 P J Enterprises Inc. |
| 4315 N. Hwy. 231 | Panama City | FL | 32404 | 850/640-1186 P J Enterprises Inc. |
| 7040 W Hwy 98 | Panama City Beach | FL | 32407 | 850/233-8480 DJ Enterprises of Panama City |
| 17120 Panama City Beach Pkwy | Panama City Beach | FL | 32413 | 850/236-8233 DJ Enterprises of Panama City |
| 559 Richard Jackson Blvd | Panama City Beach | FL | 32407 | 850/234-7008 DJ Enterprises of Panama City |
| 15821 Pines Blvd. | Pembroke Pines | FL | 33027 | 954/438-7278 E.A.P. Management Corp. |
| 8088 N Davis Hwy | Pensacola | FL | 32514 | 850/479-1290 Southeast QSR LLC |
| 301 E Nine Mile Rd | Pensacola | FL | 32514 | 850/474-0376 Southeast QSR LLC |
| 2011 Airport Blvd | Pensacola | FL | 32504 | 850/477-6300 Southeast QSR LLC |
| 5510 Mobile Highway | Pensacola | FL | 32526 | 850/941-2824 Southeast QSR LLC |
| 305 South Warrington Road | Pensacola | FL | 32507 | 850/456-0012 Southeast QSR LLC |
| 1201 E. Cervantes St. | Pensacola | FL | 32501 | 850/361-2863 Southeast QSR LLC |
| 2159 Byron Butler Parkway | Perry | FL | 32348 | 850/371-5121 Vision Restaurants Inc. |
| 4599 Park Blvd | Pinellas Park | FL | 33781 | 727/549-0122 Atlantic Restaurants LLC |
| 2101 West Baker Street | Plant City | FL | 33567 | 813/707-8966 Coastal QSR LLC |
| 2442 Jim Redman Pkwy. | Plant City | FL | 33566 | 813/754-5146 BDE Florida LLC |
| 8221 West Broward Blvd | Plantation | FL | 33324 | 954/472-6177 AMFOODS LLC |
| 7120 W McNab Road | Pompano Beach | FL | 33068 | 954/720-8361 Luihn VantEdge Partners LLC |
| 2801 W. Atlantic Blvd | Pompano Beach | FL | 33069 | 954/984-2880 Luihn VantEdge Partners LLC |
| 1710 Tamiami Trail | Port Charlotte | FL | 33948 | 941/255-1221 Coastal QSR LLC |
| 1001 Kings Hwy | Port Charlotte | FL | 33980 | 941/625-4479 Coastal QSR LLC |
| 1748 Dunlawton Ave | Port Orange | FL | 32127 | 386/492-8627 Central Florida KFC Inc. |
| 9211 US 19 North | Port Richey | FL | 34668 | 727/842-9500 BDE Florida LLC |
| 11818 U.S. Highway 19 | Port Richey | FL | 34668 | 727/861-0973 FQSR LLC (dba KBP Foods) |
| 9016 S Us Highway 1 | Port Saint Lucie | FL | 34952 | 772/398-0111 Coastal QSR LLC |
| 1641 N.W. Saint Lucie West Boulevard | Port Saint Lucie | FL | 34986 | 772/873-1585 FQSR LLC (dba KBP Foods) |
| 1840 SW Gatlin Blvd | Port Saint Lucie | FL | 34953 | 772/621-4836 Coastal QSR LLC |
| 191 SW Port St Lucie Blvd | Port Saint Lucie | FL | 34953 | 772/621-3732 Coastal QSR LLC |

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| 1524 W. Jefferson Street | Quincy | FL | 32351 | 850/627-0222 Vision Restaurants Inc. |
| 10611 Gibsonton Drive | Riverview | FL | 33569 | 813/741-2373 Coastal QSR LLC |
| 11118 Bloomingdale Ave | Riverview | FL | 33578 | 813/684-1609 BDE Florida LLC |
| 13032 US 301 S | Riverview | FL | 33578 | 813/671-0113 Jett Florida Bells LLC |
| 1710 W. Blue Heron Blvd | Riviera Beach | FL | 33404 | 561/842-7002 Luihn VantEdge Partners LLC |
| 188 Barton Blvd | Rockledge | FL | 32955 | 321/636-2400 Bravo Foods LLC |
| 631 Barnes Blvd. | Rockledge | FL | 32955 | 321/638-4789 Bravo Foods LLC |
| 10115 Southern Blvd | Royal Palm Beach | FL | 33411 | 561/791-9976 Luihn VantEdge Partners LLC |
| 1318 Royal Palm Beach Blvd | Royal Palm Beach | FL | 33411 | 561/333-3998 Luihn VantEdge Partners LLC |
| 3886 Sun City Center | Ruskin | FL | 33570 | 813/633-8643 Jett Florida Bells LLC |
| 1820 US Highway 1 S | Saint Augustine | FL | 32084 | 904/825-4785 Florida Bells LLC |
| 2453 State Road 16 | Saint Augustine | FL | 32092 | 904/827-1121 Florida Bells LLC |
| 4899 E Irlo Bronson Mem Hwy | Saint Cloud | FL | 34771 | 407/891-9357 Bravo Foods LLC |
| 3401 5th Avenue N | Saint Petersburg | FL | 33713 | 727/323-4105 BDE Florida LLC |
| 3600 4th Street North | Saint Petersburg | FL | 33704 | 727/527-3465 BDE Florida LLC |
| 9211 4th St North | Saint Petersburg | FL | 33702 | 727/577-5519 Atlantic Restaurants LLC |
| 2028 66th St. | Saint Petersburg | FL | 33710 | 727/347-7321 Atlantic Restaurants LLC |
| 5210 34th Street South | Saint Petersburg | FL | 33711 | 727/867-5507 JEM Restaurant Group of Florid |
| 1495 4th Street South | Saint Petersburg | FL | 33701 | 727/821-0100 BDE Florida LLC |
| 2700 S Orlando Dr | Sanford | FL | 32773 | 407/321-4767 Central Florida KFC Inc. |
| 1200 WP Ball Blvd | Sanford | FL | 32771 | 407/688-0457 Bravo Foods LLC |
| 8405 Lockwood Ridge | Sarasota | FL | 34243 | 941/359-8226 Coastal QSR LLC |
| 5557 Fruitville Rd | Sarasota | FL | 34236 | 941/371-0923 Coastal QSR LLC |
| 5811 Bee Ridge Road | Sarasota | FL | 34233 | 941/377-2472 Coastal QSR LLC |
| 3510 Clark Road | Sarasota | FL | 34231 | 941/922-5934 Coastal QSR LLC |
| 855 South Tamiami Trail | Sarasota | FL | 34236 | 941/957-4389 Coastal QSR LLC |
| 1004 Hwy A1A | Satellite Beach | FL | 32937 | 321/777-9102 U.S. Leader Restaurants Inc. |
| 1809 U.S. Highway 1 | Sebastian | FL | 32958 | 772/589-0170 FQSR LLC (dba KBP Foods) |
| 1698 US 27 North | Sebring | FL | 33870 | 863/402-0132 Luihn VantEdge Partners LLC |
| 706 Martin Luther King Jr. Blvd. W | Seffner | FL | 33584 | 813/651-0084 BDE Florida LLC |
| 10749 Park Blvd | Seminole | FL | 33772 | 727/397-6086 JEM Restaurant Group of Florid |
| 2375 Ridge Wood Ave | South Daytona | FL | 32119 | 386/788-8990 Central Florida KFC Inc. |
| 903 Pasadena Avenue South | South Pasadena | FL | 33707 | 727/345-6590 BDE Florida LLC |
| 11140 Springhill Blvd | Spring Hill | FL | 34609 | 352/688-2196 Jett Florida Bells LLC |
| 2220 Commercial Way | Spring Hill | FL | 34606 | 352/684-6776 Jett Florida Bells LLC |

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| 3112 Anderson Snow Rd | Spring Hill | FL | 34609 | 352/796-8280 Jett Florida Bells LLC |
| 10295 County Line Rd | Spring Hill | FL | 34608 | 352/686-9800 Jett Florida Bells LLC |
| 808 S Walnut St | Starke | FL | 32091 | 904/964-3833 Luihn VantEdge Partners LLC |
| 3450 S.e. Federal Highway | Stuart | FL | 34997 | 772/221-0008 Coastal QSR LLC |
| 6800 South Kanner Hwy | Stuart | FL | 34997 | 772/212-9090 Coastal QSR LLC |
| 12575 Sunrise Blvd. | Sunrise | FL | 33323 | 954/846-1303 Florida Bells LLC |
| 2451 North University Drive | Sunrise | FL | 33322 | 954/749-2400 Luihn VantEdge Partners LLC |
| 1506 W Tennessee St | Tallahassee | FL | 32304 | 850/222-0650 Florida Bells LLC |
| 2806 S Monroe | Tallahassee | FL | 32301 | 850/942-1801 Florida Bells LLC |
| 3839 Capital Circle NE | Tallahassee | FL | 32308 | 850/893-9328 Florida Bells LLC |
| 4200 W Tennessee St | Tallahassee | FL | 32304 | 850/576-8747 Florida Bells LLC |
| 3529 Apalachee Pkwy | Tallahassee | FL | 32311 | 850/656-9166 Florida Bells LLC |
| 3209 N. Monroe St | Tallahassee | FL | 32303 | 850/514-1776 Florida Bells LLC |
| 7625 W Commercial Blvd | Tamarac | FL | 33351 | 954/726-8186 Luihn VantEdge Partners LLC |
| 2921 E Busch Blvd | Tampa | FL | 33612 | 813/935-4169 Jett Florida Bells LLC |
| 16020 Mapledale Blvd | Tampa | FL | 33624 | 813/960-3702 Jett Florida Bells LLC |
| 7329 W Waters Ave | Tampa | FL | 33634 | 813/882-0448 BDE Florida LLC |
| 2031 E Bearss Ave | Tampa | FL | 33613 | 813/971-8743 Jett Florida Bells LLC |
| 5318 East Fowler Ave | Tampa | FL | 33617 | 813/988-8061 BDE Florida LLC |
| 1701 East Fowler Avenue | Tampa | FL | 33612 | 813/632-8586 BDE Florida LLC |
| 3802 South Dale Mabry Highway | Tampa | FL | 33611 | 813/835-9907 BDE Florida LLC |
| 2016 North 50th Street | Tampa | FL | 33619 | 813/241-4108 JEM Restaurant Group of Florid |
| 7620 West Hillsborough Avenue | Tampa | FL | 33615 | 813/886-4141 BDE Florida LLC |
| 4647 West Kennedy Blvd | Tampa | FL | 33609 | 813/636-9100 JEM Restaurant Group of Florid |
| 11007 North Dale Mabry | Tampa | FL | 33618 | 813/961-2003 Jett Florida Bells LLC |
| 5367 Ehrlich Road | Tampa | FL | 33625 | 813/908-9859 FQSR LLC (dba KBP Foods) |
| 17402 Dona Michelle Dr | Tampa | FL | 33647 | 813/631-8699 Jett Florida Bells LLC |
| 4302 N. Armenia Avenue | Tampa | FL | 33607 | 813/877-1908 FQSR LLC (dba KBP Foods) |
| 1605 W. Kennedy Boulevard | Tampa | FL | 33606 | 813/253-3970 FQSR LLC (dba KBP Foods) |
| 13917 W. Hillsborough Ave | Tampa | FL | 33635 | 813/818-9582 Atlantic Restaurants LLC |
| 3803 West Minnehaha Street | Tampa | FL | 33614 | 813/801-1361 BDE Florida LLC |
| 2575 E. Hillsborough Ave | Tampa | FL | 33610 | 813/231-6858 BDE Florida LLC |
| 40976 Us Highway 19 North | Tarpon Springs | FL | 34689 | 727/937-6207 JEM Restaurant Group of Florid |
| 3450 Wedgewood Lane | The Villages | FL | 32162 | 352/750-4836 Luihn VantEdge Partners LLC |
| 2004 S Washington Ave | Titusville | FL | 32780 | 321/267-7987 Bravo Foods LLC |

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| 3343 Columbia Blvd | Titusville | FL | 32780 | 321/385-0997 Central Florida KFC Inc. |
| 365 N Central Ave | Umatilla | FL | 32784 | 786/697-7161 U.S. Leader Restaurants Inc. |
| 2201 State Road 60 E | Valrico | FL | 33594 | 813/657-9726 Coastal QSR LLC |
| 430 Venice Bypass N | Venice | FL | 34292 | 941/485-5338 Coastal QSR LLC |
| 2055 South Tamiami Trail | Venice | FL | 34293 | 941/497-2784 Coastal QSR LLC |
| 1985 41st Ave | Vero Beach | FL | 32960 | 772/569-3737 Coastal QSR LLC |
| 1070 US Hwy 1 | Vero Beach | FL | 32960 | 772/494-5407 Coastal QSR LLC |
| 116 W Rea Rd | Wauchula | FL | 33873 | 863/658-3960 Luihn VantEdge Partners LLC |
| 2801 S State Road 7 | Wellington | FL | 33414 | 561/204-9583 Luihn VantEdge Partners LLC |
| 13905 Wellington Trace | Wellington | FL | 33414 | 561/429-2095 Luihn VantEdge Partners LLC |
| 5406 County Rd 581 | Wesley Chapel | FL | 33543 | 813/994-9474 Jett Florida Bells LLC |
| 2035 West New Haven Ave | West Melbourne | FL | 32904 | 321/723-2235 U.S. Leader Restaurants Inc. |
| 4466 Forest Hill Blvd | West Palm Beach | FL | 33406 | 561/439-3337 Luihn VantEdge Partners LLC |
| 4331 Okeechobee Blvd. | West Palm Beach | FL | 33409 | 561/471-1818 Luihn VantEdge Partners LLC |
| 4385 45th St | West Palm Beach | FL | 33407 | 561/640-7733 Coastal QSR LLC |
| 6862 Okeechobee Blvd | West Palm Beach | FL | 33411 | 561/686-4001 Coastal QSR LLC |
| 836 Belvedere Road | West Palm Beach | FL | 33405 | 561/655-1511 Luihn VantEdge Partners LLC |
| 1425 N Park | Weston | FL | 33326 | 954/389-9029 Florida Bells LLC |
| 428 East SR 44 | Wildwood | FL | 34785 | 352/748-3175 Central Florida KFC Inc. |
| 5821 7 Mile Drive | Wildwood | FL | 34785 | 352/330-0455 Luihn VantEdge Partners LLC |
| 143 W Noble Ave | Williston | FL | 32696 | 352/528-9008 Bravo Foods LLC |
| 7970 Winter Garden Vineland Rd | Windermere | FL | 34786 | 407/347-0550 Bravo Foods LLC |
| 1799 3rd Street S W | Winter Haven | FL | 33880 | 863/293-7790 JEM Restaurant Group of Florid |
| 5975 Cypress Garden Blvd | Winter Haven | FL | 33884 | 863/324-3418 JEM Restaurant Group of Florid |
| 101 Semoran Blvd | Winter Park | FL | 32792 | 407/678-6288 U.S. Leader Restaurants Inc. |
| 690 S Orlando Ave | Winter Park | FL | 32789 | 407/647-6668 Bravo Foods LLC |
| 1345 Tuskawilla Rd | Winter Springs | FL | 32708 | 407/695-8226 U.S. Leader Restaurants Inc. |
| 7313 Gall Blvd | Zephyrhills | FL | 33542 | 813/782-0581 BDE Florida LLC |
| 5080 Cherokee St | Acworth | GA | 30101 | 770/974-7926 R&R Atlanta LLC |
| 6760 Highway 92 | Acworth | GA | 30102 | 770/926-0160 FQSR LLC (dba KBP Foods) |
| 3390 Cobb Parkway N.W. | Acworth | GA | 30101 | 770/966-5127 R&R Atlanta LLC |
| 7867 Adairsville Hwy | Adairsville | GA | 30103 | 770/773-3897 Charter Foods Inc. |
| 1404 West 4th Street | Adel | GA | 31620 | 912/226-0741 Tacala Georgia Corp. |
| 1505 N. Slappey Blvd | Albany | GA | 31707 | 229/903-9027 Tacala Georgia Corp. |
| 2414 Dawson Rd | Albany | GA | 31707 | 229/483-0280 Tacala Georgia Corp. |

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| 1700 E Oglethorpe | Albany | GA | 31705 | 229/438-0018 Tacala Georgia Corp. |
| 106 S. Main | Alpharetta | GA | 30004 | 770/664-5107 R&R Atlanta LLC |
| 10850 Haynes Bridge Road | Alpharetta | GA | 30022 | 770/751-1160 R&R Atlanta LLC |
| 10960 State Bridge Road | Alpharetta | GA | 30022 | 678/762-0762 R&R Atlanta LLC |
| 723 East Forsyth Street | Americus | GA | 31709 | 229/924-0891 Tacala Georgia Corp. |
| 2197 W Broad St | Athens | GA | 30606 | 706/548-7160 R&R Atlanta LLC |
| 2075 Barnett Shoals Road | Athens | GA | 30605 | 706/543-5355 R&R Atlanta LLC |
| 3196 Atlanta Highway | Athens | GA | 30606 | 706/548-9920 FQSR LLC (dba KBP Foods) |
| 2035 Oconee Connector | Athens | GA | 30606 | 706/549-1204 R&R Atlanta LLC |
| 620N US 29 Highway | Athens | GA | 30601 | 762/499-2915 R&R Atlanta LLC |
| 545 Lee St SW | Atlanta | GA | 30310 | 404/753-8518 TME Enterprises I LTD |
| 1761 Howell Mill Rd NW | Atlanta | GA | 30318 | 404/355-4997 TME Enterprises I LTD |
| 2420 N Druid Hills Rd NE | Atlanta | GA | 30329 | 404/634-9698 TME Enterprises I LTD |
| 429 Ponce De Leon Ave | Atlanta | GA | 30308 | 404/876-3559 TME Enterprises I LTD |
| 3385 Buford Hwy | Atlanta | GA | 30329 | 404/321-0061 R&R Atlanta LLC |
| 3604 Bakers Ferry Rd SW | Atlanta | GA | 30331 | 404/696-3186 FQSR LLC (dba KBP Foods) |
| 930 Spring Street | Atlanta | GA | 30309 | 404/733-9000 Mahamitra 5 LLC |
| 3104 Peach Orchard Rd | Augusta | GA | 30906 | 706/560-6218 Southeast QSR LLC |
| 2850 Washington Rd | Augusta | GA | 30909 | 706/738-2045 Southeast QSR LLC |
| 3222 Wrightsboro Rd | Augusta | GA | 30909 | 706/729-1533 Southeast QSR LLC |
| 1642 Mulkey Rd | Austell | GA | 30106 | 770/941-0332 R&R Atlanta LLC |
| 1402 E Shotwell St | Bainbridge | GA | 39819 | 229/243-8160 Tacala Georgia Corp. |
| 948 W. Parker Street | Baxley | GA | 31513 | 912/367-2884 Southeast QSR LLC |
| 384 Exchange Blvd | Bethlehem | GA | 30620 | 678/425-9782 R&R Atlanta LLC |
| 369 Bracket Way | Blairsville | GA | 30512 | 706/745-1618 Fulenwider Enterprises Inc. |
| 5475 Appalachian Hwy | Blue Ridge | GA | 30513 | 706/632-8306 Mid-South Bells LLC |
| 6011 Highway 53 | Braselton | GA | 30517 | 706/654-3222 Mahamitra Braselton LLC |
| 155 U.S. Highway 27 Bypass | Bremen | GA | 30110 | 770/824-5487 Jon Simmons |
| 4930 New Jesup Hwy | Brunswick | GA | 31520 | 912/267-7188 Southeast QSR LLC |
| 4291 Hwy 20 | Buford | GA | 30518 | 770/932-5681 R&R Atlanta LLC |
| 2422 Hancock Drive | Buford | GA | 30517 | 770/965-7008 Mahamitra 4 LLC |
| 329 US Hwy 84 E | Cairo | GA | 39828 | 229/397-8226 Vision Restaurants Inc. |
| 71 U.S. Highway 19 North | Camilla | GA | 31730 | 229/330-2665 Vision Restaurants Inc. |
| 1859 Marietta Highway | Canton | GA | 30114 | 770/479-6842 TME Enterprises I LTD |
| 3750 Sixes Road | Canton | GA | 30114 | 678/493-0472 R&R Atlanta LLC |

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| 6113 Hickory Flat Highway | Canton | GA | 30114 | 770/704-5141 R&R Atlanta LLC |
| 8021 Cumming Hwy | Canton | GA | 30115 | 678/493-0804 Mahamitra Macedonia LLC |
| 225 N Main St | Cedartown | GA | 30125 | 770/748-1045 Mid-South Bells LLC |
| 2081 Savoy Drive | Chamblee | GA | 30341 | 770/458-4536 TME Enterprises I LTD |
| 15 Major James Clark Gordon Dr | Chickamauga | GA | 30707 | 423/454-8090 Tacala Tennessee Corp. |
| 255 Washington St. | Clarkesville | GA | 30523 | 706/839-1223 Mahamitra Clarkesville LLC |
| 7897 US Highway 301 | Claxton | GA | 30417 | 912/739-3007 Bravo Foods LLC |
| 303 Highway 441 N | Clayton | GA | 30525 | 706/212-0301 Georgia-Texas Operating Compan |
| 60 Parkway Plaza | Cleveland | GA | 30528 | 706/348-1709 R&R Atlanta LLC |
| 5119 Old National Highway | College Park | GA | 30349 | 404/559-0904 TME Enterprises I LTD |
| 2450 Airport Thruway | Columbus | GA | 31903 | 706/596-2118 Tacala Georgia Corp. |
| 5609 Milgen Rd | Columbus | GA | 31907 | 706/568-6440 Tacala Georgia Corp. |
| 7330 Veterans Parkway | Columbus | GA | 31906 | 706/322-6106 Tacala Georgia Corp. |
| 1408 Veterans Parkway | Columbus | GA | 31901 | 706/321-1664 Tacala Georgia Corp. |
| 4348 Buena Vista Rd | Columbus | GA | 31906 | 706/561-1339 Tacala Georgia Corp. |
| 3456 Victory Drive | Columbus | GA | 31903 | 706/682-0639 Tacala Georgia Corp. |
| 2932 Macon Road | Columbus | GA | 31907 | Tacala Georgia Corp. |
| 1609 16th Ave E | Cordele | GA | 31015 | 229/271-0165 Tacala Georgia Corp. |
| 1615 Buford Highway | Cumming | GA | 30041 | 770/889-6517 R&R Atlanta LLC |
| 5945 Bethelview Road | Cumming | GA | 30040 | 770/886-8700 R&R Atlanta LLC |
| 555 Dacula Road | Dacula | GA | 30019 | 678/985-3782 R&R Atlanta LLC |
| 245 Morrison Moore Pkwy E. | Dahlonega | GA | 30533 | 706/867-9006 R&R Atlanta LLC |
| 451 Nathan Dean Blvd | Dallas | GA | 30132 | 770/999-0377 Mahamitra LLC |
| 8876 Dallas Acworth Hwy | Dallas | GA | 30132 | 678/574-3774 Acworth Taco LLC |
| 1509 W Walnut Ave | Dalton | GA | 30721 | 706/226-7699 Tacala Tennessee Corp. |
| 1242 Cleveland Hwy | Dalton | GA | 30721 | 706/259-3390 Tacala Tennessee Corp. |
| 2914 E. Walnut Avenue | Dalton | GA | 30721 | 706/272-0532 Tacala Tennessee Corp. |
| 13039 GA Highway 251 | Darien | GA | 31305 | 912/437-5143 Lloyd Inman Hodges |
| 295 Marketplace Blvd. | Dawsonville | GA | 30534 | 706/314-8290 AUBE Operating Company Inc. |
| 2436 Wesley Chapel Rd | Decatur | GA | 30035 | 770/593-8730 R&R Atlanta LLC |
| 3644 Flat Shoals Road | Decatur | GA | 30034 | 404/243-8080 R&R Atlanta LLC |
| 1170 Columbia Drive | Decatur | GA | 30032 | 404/284-7890 R&R Atlanta LLC |
| 3283 Northcrest Rd | Doraville | GA | 30340 | 770/270-1455 FQSR LLC (dba KBP Foods) |
| 1200 S Peterson | Douglas | GA | 31533 | 912/384-5849 Tacala Georgia Corp. |
| 5845 Stewart Parkway | Douglasville | GA | 30135 | 770/942-8667 R&R Atlanta LLC |

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| 2163 US Highway 441 S | Dublin | GA | 31021 | 478/272-5735 Tacala Georgia Corp. |
| 2416 Hwy 80 West | Dublin | GA | 31021 | 478/353-0840 Tacala Georgia Corp. |
| 2951 Legion Way | East Point | GA | 30344 | 404/767-7908 Georgia-Texas Operating Compan |
| 3517 Camp Creek Parkway | East Point | GA | 30344 | 404/346-3980 TME Enterprises I LTD |
| 1020 Indian Drive | Eastman | GA | 31023 | 478/374-6276 Walter W. Lyon |
| 593 Elbert St | Elberton | GA | 30635 | 706/213-1416 Mid-South Bells LLC |
| 232 Fairview Road | Ellenwood | GA | 30294 | 770/507-9770 R&R Atlanta LLC |
| 158 Highland Xing South | Ellijay | GA | 30540 | 706/503-3990 AUBE Operating Company Inc. |
| 220 Lakepoint Parkway | Emerson | GA | 30121 | 678/719-8883 Mahamitra Emerson LLC |
| 4292 Washington Rd | Evans | GA | 30809 | 706/863-1919 Southeast QSR LLC |
| 7910 Senoia Road | Fairburn | GA | 30213 | 770/774-8882 Mahamitra 2 LLC |
| 246 Banks Crossing | Fayetteville | GA | 30214 | 770/460-8770 R&R Atlanta LLC |
| 809 South Grant Street | Fitzgerald | GA | 31750 | 229/423-8686 Walter W. Lyon |
| 4465 Jonesboro | Forest Park | GA | 30297 | 404/361-6509 R&R Atlanta LLC |
| 152 North Lee Street | Forsyth | GA | 31029 | 478/992-9058 Georgia-Texas Operating Compan |
| 3022 Battlefield Parkway | Fort Oglethorpe | GA | 30742 | 706/866-2372 Tacala Tennessee Corp. |
| 201 N Camellia Blvd | Fort Valley | GA | 31030 | 478/721-2119 Fort Valley Taco LLC |
| 1957 Jesse Jewell Pkwy | Gainesville | GA | 30501 | 678/989-0880 MAHAMITRA3 LLC |
| 1855 Grayson Highway | Grayson | GA | 30017 | 770/995-4095 R&R Atlanta LLC |
| 1633 North Expressway | Griffin | GA | 30223 | 770/229-5481 Georgia-Texas Operating Compan |
| 731 W. Taylor St. | Griffin | GA | 30223 | 770/412-1524 Georgia-Texas Operating Compan |
| 11325 Tara Blvd | Hampton | GA | 30228 | 678/479-4011 FQSR LLC (dba KBP Foods) |
| 20 West Franklin St. | Hartwell | GA | 30643 | 706/818-6155 Bell Carolina LLC |
| 2517 Tobacco Rd | Hephzibah | GA | 30815 | 706/560-1454 Southeast QSR LLC |
| 29 Longview Drive | Hiawassee | GA | 30546 | 706/970-3660 Georgia-Texas Operating Compan |
| 301 W. General Screven Way | Hinesville | GA | 31313 | 912/876-2091 Bravo Foods LLC |
| 4808 Holly Springs Parkway | Holly Springs | GA | 30115 | 678/275-2374 TME Enterprises I LTD |
| 561 E Third Street | Jackson | GA | 30233 | 770/775-9253 FQSR LLC (dba KBP Foods) |
| 170 Bill Wigington Pkwy | Jasper | GA | 30143 | 470/601-6588 AUBE Operating Company Inc. |
| 4821 US Hwy 129 North | Jefferson | GA | 30549 | 706/693-0833 Savannah Service & Food (YUM) |
| 1110 N 1st St | Jesup | GA | 31545 | 912/427-0909 Southeast QSR LLC |
| 8127 Tara Blvd | Jonesboro | GA | 30236 | 770/603-2380 R&R Atlanta LLC |
| 1373 GA Highway 40 E | Kingsland | GA | 31548 | 912/729-8513 Southeast QSR LLC |
| 902 N Main St | La Fayette | GA | 30728 | 706/638-0634 Charter Foods Inc. |
| 314 New Franklin Rd | La Grange | GA | 30240 | 706/756-6060 Georgia-Texas Operating Compan |

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| 1258 Lakes Blvd | Lake Park | GA | 31636 | 229/559-1600 Tacala Georgia Corp. |
| 13721 Jones St | Lavonia | GA | 30553 | 706/356-5727 Mid-South Bells LLC |
| 685 Duluth Hwy | Lawrenceville | GA | 30045 | 770/339-7541 R&R Atlanta LLC |
| 2929 Fiveforks Trickum Rd | Lawrenceville | GA | 30044 | 770/978-8458 R&R Atlanta LLC |
| 4880 Sugarloaf Parkway | Lawrenceville | GA | 30044 | 770/995-1930 R&R Atlanta LLC |
| 928 Buford Drive | Lawrenceville | GA | 30043 | 770/962-1330 R&R Atlanta LLC |
| 987 Thornton Rd | Lithia Springs | GA | 30122 | 770/739-8676 TME Enterprises I LTD |
| 5385 Fairington Rd. | Lithonia | GA | 30038 | 770/808-5598 R&R Atlanta LLC |
| 8056 Mall Parkway | Lithonia | GA | 30038 | 770/484-5864 R&R Atlanta LLC |
| 313 Tanger Blvd. | Locust Grove | GA | 30248 | 770/954-1427 D. M. Patel & Co. Inc. |
| 4335 Atlanta Hwy | Loganville | GA | 30052 | 770/466-5409 R&R Atlanta LLC |
| 170 Tom Hill Sr. Blvd | Macon | GA | 31210 | 478/474-2492 Tacala Georgia Corp. |
| 4040 Bloomfield Rd | Macon | GA | 31206 | 478/784-9979 Tacala Georgia Corp. |
| 945 Gray Hwy | Macon | GA | 31211 | 478/743-5015 Tacala Georgia Corp. |
| 6215 Zebulon Road | Macon | GA | 31210 | 478/405-8300 Tacala Georgia Corp. |
| 1604 Bass Road | Macon | GA | 31210 | 478/474-0205 Tacala Georgia Corp. |
| 165 Cobb Pkwy S | Marietta | GA | 30060 | 770/427-5565 R&R Atlanta LLC |
| 2169 Roswell Rd | Marietta | GA | 30062 | 770/565-2051 TME Enterprises I LTD |
| 4880 Lower Roswell Rd | Marietta | GA | 30068 | 770/971-5347 TME Enterprises I LTD |
| 1180 Powder Springs St | Marietta | GA | 30064 | 770/590-7388 TME Enterprises I LTD |
| 2971 Shallowford Rd | Marietta | GA | 30066 | 770/578-9432 TME Enterprises I LTD |
| 2540 Delk Rd SE | Marietta | GA | 30067 | 770/980-0848 FQSR LLC (dba KBP Foods) |
| 2943 Canton Rd | Marietta | GA | 30066 | 770/792-4444 R&R Atlanta LLC |
| 3480 Ernest W Barrett Pkwy SW | Marietta | GA | 30064 | 770/421-8815 FQSR LLC (dba KBP Foods) |
| 415 S Belair Road | Martinez | GA | 30907 | 706/863-1977 Southeast QSR LLC |
| 1025 Hampton Rd | McDonough | GA | 30253 | 770/914-9435 Georgia-Texas Operating Compan |
| 5941 East Lake Pkwy | McDonough | GA | 30253 | 770/725-7779 D. M. Patel & Co. Inc. |
| 830 HWY 81 E | McDonough | GA | 30252 | 678/782-5617 Georgia-Texas Operating Compan |
| 1135 South Lewis Street | Metter | GA | 30439 | 912/685-2363 Lloyd Inman & Mary Sue Hodges |
| 2495 N Columbia St | Milledgeville | GA | 31061 | 478/452-2405 Tacala Georgia Corp. |
| 1301 West Spring Street | Monroe | GA | 30655 | 770/267-9209 Georgia-Texas Operating Compan |
| 6259 Jonesboro Rd | Morrow | GA | 30260 | 770/968-4455 R&R Atlanta LLC |
| 1877 Mt Zion Rd | Morrow | GA | 30260 | 770/960-8881 R&R Atlanta LLC |
| 496 Veterans Parkway N | Moultrie | GA | 31788 | 229/890-2418 Tacala Georgia Corp. |
| 226 Bullsboro Dr | Newnan | GA | 30263 | 470/215-6351 Georgia-Texas Operating Compan |

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| 1101 Lower Fayetteville Road | Newnan | GA | 30265 | 678/590-3620 Georgia-Texas Operating Compan |
| 1720 Indian Trail Rd | Norcross | GA | 30093 | 770/923-5830 R&R Atlanta LLC |
| 5518 Jimmy Carter Blvd | Norcross | GA | 30093 | 770/446-7744 R&R Atlanta LLC |
| 4025 Holcomb Bridge Rd | Norcross | GA | 30092 | 770/242-7186 FQSR LLC (dba KBP Foods) |
| 3615 Mundy Mill Rd | Oakwood | GA | 30566 | 678/450-2889 R&R Atlanta LLC |
| 1140 Crosstown Ct | Peachtree City | GA | 30269 | 770/631-9193 TME Enterprises I LTD |
| 5460 Peachtree Parkway | Peachtree Corners | GA | 30092 | 770/441-3922 R&R Atlanta LLC |
| 1500 Sam Nunn Blvd | Perry | GA | 31069 | 478/987-7365 Tacala Georgia Corp. |
| 1004 E. Highway 80 | Pooler | GA | 31322 | 912/748-0022 Bravo Foods LLC |
| 145 Pooler Parkway | Pooler | GA | 31322 | 912/748-8406 Savannah Service & Food (YUM) |
| 7205 Highway 21 | Port Wentworth | GA | 31407 | 912/963-0828 Savannah Service & Food (YUM) |
| 4042 Powder Springs Rd | Powder Springs | GA | 30127 | 770/943-0759 R&R Atlanta LLC |
| 4585 US Highway 17 | Richmond Hill | GA | 31324 | 912/756-4100 Lloyd Inman Hodges |
| 459 South Columbia Ave. | Rincon | GA | 31326 | 912/295-2270 Savannah Service & Food (YUM) |
| 5422 Alabama Hwy | Ringgold | GA | 30736 | 706/450-6342 Tacala Tennessee Corp. |
| 6865 Hwy 85 | Riverdale | GA | 30274 | 770/997-7357 R&R Atlanta LLC |
| 130 Felton Drive | Rockmart | GA | 30153 | 770/684-0998 Champion Restaurants - Fiesta |
| 915 Holcomb Brg Rd Ste A | Roswell | GA | 30076 | 770/992-1617 R&R Atlanta LLC |
| 4720 Alabama Rd. NE | Roswell | GA | 30075 | 770/993-3787 FQSR LLC (dba KBP Foods) |
| 6560 Roswell Rd | Sandy Springs | GA | 30328 | 404/255-3495 TME Enterprises I LTD |
| 302 Mall Blvd | Savannah | GA | 31406 | 912/355-5225 Bravo Foods LLC |
| 2631 Skidaway Rd | Savannah | GA | 31404 | 912/236-6682 Bravo Foods LLC |
| 14005 Abercorn St | Savannah | GA | 31419 | 912/925-0063 Bravo Foods LLC |
| 4331 Ogeechee Rd | Savannah | GA | 31405 | 912/358-2901 Savannah Service & Food (YUM) |
| 3410 Highway 34 E | Sharpsburg | GA | 30277 | 770/254-0206 Georgia-Texas Operating Compan |
| 5161 S. Cobb Dr. | Smyrna | GA | 30080 | 404/794-2525 TME Enterprises I LTD |
| 2204 S Cobb Dr SE | Smyrna | GA | 30080 | 770/432-3885 R&R Atlanta LLC |
| 2019 Scenic Hwy N | Snellville | GA | 30078 | 770/736-6796 R&R Atlanta LLC |
| 3585 Centerville Highway | Snellville | GA | 30039 | 470/443-2082 R&R Atlanta LLC |
| 729 Northside Dr E | Statesboro | GA | 30458 | 912/489-1291 Bravo Foods LLC |
| 1610 Hudson Bridge Road | Stockbridge | GA | 30281 | 770/474-8884 Patel Taherbhai Inc. |
| 5201 Memorial Drive | Stone Mountain | GA | 30083 | 404/296-8666 R&R Atlanta LLC |
| 5160 Hwy 78 | Stone Mountain | GA | 30087 | 770/978-9511 R&R Atlanta LLC |
| 11317 Highway 27 | Summerville | GA | 30747 | 706/859-8226 AUBE Operating Company Inc. |
| 50 Celebration Drive | Suwanee | GA | 30024 | 770/932-0447 R&R Atlanta LLC |

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| 3579 Peachtree Pkwy | Suwanee | GA | 30024 | 770/844-5998 R&R Atlanta LLC |
| 455 Peachtree Industrial Blvd | Suwanee | GA | 30024 | 770/831-5560 R&R Atlanta LLC |
| 412 South Main Street | Swainsboro | GA | 30401 | 478/237-5400 Savannah Service & Food (YUM) |
| 501 East Franklin Street | Sylvester | GA | 31791 | 229/776-0963 Walter W. Lyon |
| 1057 Hwy 19 North | Thomaston | GA | 30286 | 470/745-6195 Tacala Georgia Corp. |
| 15049 US Highway 19 S #502 | Thomasville | GA | 31792 | 229/228-7787 Vision Restaurants Inc. |
| 1805 Washington Road | Thomson | GA | 30824 | 706/597-1944 Southeast QSR LLC |
| 1611 US Hwy 82 W | Tifton | GA | 31793 | 229/387-0099 Tacala Georgia Corp. |
| 1022 W 2nd Street | Tifton | GA | 31794 | 229/386-9536 Tacala Georgia Corp. |
| 713 Big A Rd | Toccoa | GA | 30577 | 706/886-8165 Mid-South Bells LLC |
| 190 Pace Drive | Trenton | GA | 30752 | 706/657-6063 Charter Foods Inc. |
| 4295 Lawrenceville Highway | Tucker | GA | 30084 | 770/493-9323 FQSR LLC (dba KBP Foods) |
| 4661 Jonesboro Rd | Union City | GA | 30291 | 770/306-0851 TME Enterprises I LTD |
| 1199 St Augustine Road | Valdosta | GA | 31601 | 229/245-8400 Tacala Georgia Corp. |
| 3946 Bemiss Road | Valdosta | GA | 31605 | 229/244-1217 Tacala Georgia Corp. |
| 3022 N Ashley St. | Valdosta | GA | 31602 | 229/244-3236 Tacala Georgia Corp. |
| 1707 E 1st Street | Vidalia | GA | 30474 | Tacala Georgia Corp. |
| 126 Highway 61 | Villa Rica | GA | 30180 | 770/459-2611 FQSR LLC (dba KBP Foods) |
| 2478 Mirror Lake Blvd | Villa Rica | GA | 30180 | 678/785-1663 Villa Rica Taco LLC |
| 419 N Davis Dr | Warner Robins | GA | 31093 | 478/217-2616 Tacala Georgia Corp. |
| 829 Russell Pkwy | Warner Robins | GA | 31088 | 478/923-7476 Tacala Georgia Corp. |
| 2719 Watson Blvd. | Warner Robins | GA | 31093 | 478/217-5714 Tacala Georgia Corp. |
| 715 Lake Joy Rd | Warner Robins | GA | 31088 | 478/218-0028 Tacala Georgia Corp. |
| 1801 Memorial Drive | Waycross | GA | 31501 | 912/284-0123 Southeast QSR LLC |
| 600 Hopkins Corner Drive | Waynesboro | GA | 30830 | 706/554-2264 Lloyd Inman Hodges |
| 31 East May Street | Winder | GA | 30680 | 770/867-1130 R&R Atlanta LLC |
| 10050 Highway 92 | Woodstock | GA | 30188 | 770/924-6724 TME Enterprises I LTD |
| 3010 Eagle Drive | Woodstock | GA | 30189 | 770/924-3869 R&R Atlanta LLC |
| 302 North Main Street | Wrens | GA | 30833 | 706/547-7041 FQSR LLC (dba KBP Foods) |
| 91-763 Papipi Rd | Ewa Beach | HI | 96706 | 808/689-8442 Taco Aloha Inc. |
| 2100 Kanoelehua Ave | Hilo | HI | 96720 | 808/959-9444 Taco Aloha Inc. |
| 717 Kapahulu Ave | Honolulu | HI | 96816 | 808/737-7337 Taco Aloha Inc. |
| 615 Waikamilo Ave | Honolulu | HI | 96817 | 808/832-4546 Taco Aloha Inc. |
| 934 Valkenburgh St | Honolulu | HI | 96818 | 808/423-2898 Taco Aloha Inc. |
| 1960 Kapiolani Blvd | Honolulu | HI | 96826 | 808/947-9595 Taco Aloha Inc. |

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| 4510 Salt Lake Blvd | Honolulu | HI | 96818 | 808/486-3067 Taco Aloha Inc. |
| 7192 Kalanianaole Hwy | Honolulu | HI | 96825 | 808/396-7801 Taco Aloha Inc. |
| 4725 Bougainville Dr. | Honolulu | HI | 96818 | 808/422-2101 Taco Aloha Inc. |
| 1215 S. Beretania St | Honolulu | HI | 96814 | 808/592-1150 Taco Aloha Inc. |
| 4211 Waialae Ave | Honolulu | HI | 96816 | 808/735-7115 Taco Aloha Inc. |
| 100 Kamehameha Hwy | Kahului | HI | 96732 | 808/871-5605 Taco Aloha Inc. |
| 121 Oneawa St | Kailua | HI | 96734 | 808/261-7429 Taco Aloha Inc. |
| Mokapu Rd Bldg 6109 MCBH | Kailua | HI | 96734 | 808/254-7090 Taco Aloha Inc. |
| 74-5620 PALANI RD | Kailua Kona | HI | 96740 | 808/329-4242 Taco Aloha Inc. |
| 45-1014 Kamehameha Hwy. | Kaneohe | HI | 96744 | 808/233-4870 Taco Aloha Inc. |
| 4-927 Kuhio Hwy | Kapaa | HI | 96746 | 808/822-3770 Taco Aloha Inc. |
| 590 Farrington Hwy | Kapolei | HI | 96707 | 808/674-0225 Taco Aloha Inc. |
| 1819 S Kihei Rd | Kihei | HI | 96753 | 808/874-8475 Taco Aloha Inc. |
| 127 A Hinau St | Lahaina | HI | 96761 | 808/661-1973 Taco Aloha Inc. |
| 55-510 Kamehameha Hwy | Laie | HI | 96762 | 808/293-7320 Taco Aloha Inc. |
| 4422 Kukui Grove St | Lihue | HI | 96766 | 808/245-9633 Taco Aloha Inc. |
| 95-1249 Meheula Pkwy | Mililani | HI | 96789 | 808/623-7501 Taco Aloha Inc. |
| 376 Kamehameha Hwy | Pearl City | HI | 96782 | 808/486-9697 Taco Aloha Inc. |
| Club Pearl Complex | Pearl Harbor | HI | 96860 | 808/422-2274 Taco Aloha Inc. |
| 146 S Kamehameha Hwy | Wahiawa | HI | 96786 | 808/622-4061 Taco Aloha Inc. |
| 85-752 Farrington Hwy | Waianae | HI | 96792 | 808/696-7105 Taco Aloha Inc. |
| 89-102 Farrington Hwy | Waianae | HI | 96792 | 808/628-4065 Taco Aloha Inc. |
| 94-050 Farrington Hwy | Waipahu | HI | 96797 | 808/677-3500 Taco Aloha Inc. |
| 94-790 Ukee St | Waipahu | HI | 96797 | 808/676-3999 Taco Aloha Inc. |
| 2639 Adventureland Dr | Altoona | IA | 50009 | 515/967-6682 Central Iowa KFC Inc. |
| 421 S Duff Avenue | Ames | IA | 50010 | 515/268-0100 Sundance Inc. |
| 1850 Ankeny Blvd | Ankeny | IA | 50021 | 515/965-4555 Sundance Inc. |
| 715 S. E. Oralabor Rd | Ankeny | IA | 50021 | 317/862-2802 Sundance Inc. |
| 905 W. Seventh Street | Atlantic | IA | 50022 | 712/243-7085 Dwight Fraser |
| 3566 Middle Road | Bettendorf | IA | 52722 | 563/275-5241 Border Foods of Iowa LLC |
| 2761 Mt Pleasant Street | Burlington | IA | 52601 | 319/209-5100 Border Foods of Iowa LLC |
| 1819 Kitty Hawk Ave | Carroll | IA | 51401 | 712/792-8361 Sundance Inc. |
| 6023 University Avenue | Cedar Falls | IA | 50613 | 319/859-0700 Sundance Inc. |
| 624 1st Ave NE | Cedar Rapids | IA | 52401 | 319/366-0123 HAZA Bell of Nebraska LLC |
| 555 SW 33rd Avenue | Cedar Rapids | IA | 52404 | 319/362-8965 HAZA Bell of Nebraska LLC |

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| 2621 Blairs Ferry Rd NE | Cedar Rapids | IA | 52402 | 319/294-4449 HAZA Bell of Nebraska LLC |
| 3045 Williams Blvd SW | Cedar Rapids | IA | 52404 | 319/366-0607 HAZA Bell of Nebraska LLC |
| 306 East Maple | Centerville | IA | 52544 | 641/856-2110 King Scott |
| 1102 North 2nd Street | Clinton | IA | 52732 | 563/219-7023 Border Foods of Iowa LLC |
| 2771 Heartland Drive | Coralville | IA | 52241 | 319/545-2455 HAZA Bell of Nebraska LLC |
| 318 E Broadway | Council Bluffs | IA | 51503 | 712/328-7191 HAZA Bell of Nebraska LLC |
| 3150 Dial Drive | Council Bluffs | IA | 51501 | 712/366-6551 HAZA Bell of Nebraska LLC |
| 2759 West Broadway | Council Bluffs | IA | 51501 | 712/323-2778 HAZA Bell of Nebraska LLC |
| 1114 Woodbury Ave | Council Bluffs | IA | 51503 | 712/796-1151 HAZA Bell of Nebraska LLC |
| 1443 W Locust Street | Davenport | IA | 52804 | 563/265-5689 Border Foods of Iowa LLC |
| 4820 Elmore Ave | Davenport | IA | 52807 | 563/275-5249 Border Foods of Iowa LLC |
| 640 Southwest 9th St | Des Moines | IA | 50309 | 515/280-6535 Sundance Inc. |
| 2517 Hubbell Avenue | Des Moines | IA | 50317 | 515/265-5983 Central Iowa KFC Inc. |
| 4875 MERLE HAY LN | Des Moines | IA | 50310 | 515/331-7753 Sundance Inc. |
| 5959 SE 14th St | Des Moines | IA | 50320 | 515/661-3699 Sundance Inc. |
| 3300 Hillcrest Road | Dubuque | IA | 52002 | 563/583-8517 HAZA Bell of Nebraska LLC |
| 240 South Locust Street | Dubuque | IA | 52001 | 563/583-6775 HAZA Bell of Nebraska LLC |
| 3057 First Avenue S. | Fort Dodge | IA | 50501 | 515/576-7133 Dwight Fraser |
| 1421 Avenue H | Fort Madison | IA | 52627 | 319/372-8303 Dwight Fraser |
| 1303 N Jefferson Way | Indianola | IA | 50125 | 515/330-9740 Sundance Inc. |
| 901 Highway 6 E | Iowa City | IA | 52240 | 319/354-6737 HAZA Bell of Nebraska LLC |
| 3356 Main Street | Keokuk | IA | 52632 | 319/524-4544 KBP Bells LLC |
| 1255 Silent Prairie Rd | Le Mars | IA | 51031 | 712/548-5285 HAZA Bell of Nebraska LLC |
| 750 Marion Blvd | Marion | IA | 52302 | 319/377-8747 HAZA Bell of Nebraska LLC |
| 3007 S Center Street | Marshalltown | IA | 50158 | 641/752-7766 Central Iowa KFC Inc. |
| 795 4th St SW | Mason City | IA | 50401 | 641/424-9403 HAZA Bell of Nebraska LLC |
| 701 Wohlleber Drive | Mount Pleasant | IA | 52641 | 319/385-8015 Central Iowa KFC Inc. |
| 300 Cleveland | Muscatine | IA | 52761 | 563/316-2046 Border Foods of Iowa LLC |
| 1300 West 18th Street South | Newton | IA | 50208 | 641/792-1251 Dwight Fraser |
| 107 Ariel Circle | Osceola | IA | 50213 | 641/342-4024 Sundance Inc. |
| 702 A Ave. West | Oskaloosa | IA | 52577 | 641/673-2370 Sundance Inc. |
| 923 North Quincy Ave | Ottumwa | IA | 52501 | 641/682-9230 Sundance Inc. |
| 1620 WASHINGTON ST | Pella | IA | 50219 | 641/620-1051 Sundance Inc. |
| 400 Senate Avenue | Red Oak | IA | 51566 | 712/623-5554 Dwight Fraser |
| 1800 Hamilton Blvd | Sioux City | IA | 51103 | 712/255-9514 HAZA Bell of Nebraska LLC |

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| 3115 Gordon Drive | Sioux City | IA | 51106 | 712/279-0353 HAZA Bell of Nebraska LLC |
| 4220 S Lewis Blvd | Sioux City | IA | 51106 | 712/252-8165 HAZA Bell of Nebraska LLC |
| 320 11th St SW Plaza | Spencer | IA | 51301 | 712/262-7155 HAZA Bell of Nebraska LLC |
| 1819 La Porte | Waterloo | IA | 50702 | 319/232-0233 Sundance Inc. |
| 95 E. Hickman | Waukee | IA | 50263 | 641/840-1717 Sundance Inc. |
| 1570 22nd Street | West Des Moines | IA | 50266 | 515/225-7028 Sundance Inc. |
| 1475 South Parkway Drive | Blackfoot | ID | 83221 | 208/785-2830 Snake River Restaurants LLC |
| 6521 Fairview Ave | Boise | ID | 83704 | 208/378-4548 ES-O-EN Idaho LLC |
| 3377 West State | Boise | ID | 83703 | 208/384-1254 ES-O-EN Idaho LLC |
| 1420 Broadway | Boise | ID | 83706 | 208/384-0744 ES-O-EN Idaho LLC |
| 7070 Overland Road | Boise | ID | 83709 | 208/323-2857 ES-O-EN TB LLC |
| 3680 N Eagle Rd | Boise | ID | 83713 | 208/938-1305 ES-O-EN Idaho LLC |
| 632 Overland Ave | Burley | ID | 83318 | 208/678-6919 ES-O-EN TB LLC |
| 2807 East Cleveland Blvd | Caldwell | ID | 83605 | 208/454-9869 ES-O-EN Idaho LLC |
| 217 W Appleway Ave | Coeur D Alene | ID | 83814 | 208/664-0439 CLC Idaho LLC |
| 268 W Hanley Ave | Coeur D Alene | ID | 83815 | 208/762-9422 CLC Idaho LLC |
| 6560 N. Linder Road | Eagle | ID | 83616 | 208/888-5333 ES-O-EN TB LLC |
| 8109 Chinden Blvd | Garden City | ID | 83714 | 208/377-2888 ES-O-EN Idaho LLC |
| 1000 E. 17th Street | Idaho Falls | ID | 83404 | 208/522-8951 Snake River Restaurants LLC |
| 2740 South Hitt Road | Idaho Falls | ID | 83404 | 208/552-3102 Snake River Restaurants LLC |
| 2811 S Lincoln Ave | Jerome | ID | 83338 | 208/324-3478 ES-O-EN TB LLC |
| 985 N Meridian Road | Kuna | ID | 83634 | 208/922-5170 ES-O-EN TB LLC |
| 1717 21st Street | Lewiston | ID | 83501 | 208/746-1799 CLC Idaho LLC |
| 645 S Main St | Meridian | ID | 83642 | 208/884-0091 ES-O-EN Idaho LLC |
| 1523 S Eagle Rd | Meridian | ID | 83642 | 208/855-0981 ES-O-EN Corp. |
| 1429 S Blaine St | Moscow | ID | 83843 | 208/596-4905 CE Restaurants LLC |
| 1415 Caldwell Blvd | Nampa | ID | 83651 | 208/465-8030 ES-O-EN Idaho LLC |
| 906 12th Avenue Road | Nampa | ID | 83686 | 208/461-1294 ES-O-EN TB LLC |
| 4226 GARRITY BLVD | Nampa | ID | 83687 | 208/461-1864 ES-O-EN TB LLC |
| 941 Yellowstone | Pocatello | ID | 83201 | 208/233-9331 Snake River Restaurants LLC |
| 1133 South 5th | Pocatello | ID | 83201 | 208/232-3077 Snake River Restaurants LLC |
| 476930 Hwy 95 N | Ponderay | ID | 83852 | 208/255-1570 CLC Idaho LLC |
| 1785 E Seltice Way. | Post Falls | ID | 83854 | 208/773-8308 CLC Idaho LLC |
| 15545 N Vernon St | Rathdrum | ID | 83858 | 208/687-8512 CLC Idaho LLC |
| 22 West Main Street | Rexburg | ID | 83440 | 208/656-0220 Snake River Restaurants LLC |

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| 1920 Blue Lakes Blvd North | Twin Falls | ID | 83301 | 208/734-9991 ES-O-EN TB LLC |
| 555 W. Lake St. | Addison | IL | 60101 | 630/433-2225 Fiesta Holdings Inc. |
| 11750 South Palaski Road | Alsip | IL | 60803 | 312/833-5935 Sundance Inc. |
| 70 Homer Adams Pkwy | Alton | IL | 62002 | 618/466-8897 Bell Missouri LLC |
| 620 E. Landmarks Blvd. | Alton | IL | 62002 | 618/467-8783 KBP Bells LLC |
| 1195 E. Vienna Street | Anna | IL | 62906 | 618/833-7921 Chris E. Fowler |
| 322 W State Route 173 | Antioch | IL | 60002 | 847/395-0080 AG Bells II LLC |
| 2410 E Rand Rd | Arlington Heights | IL | 60004 | 847/253-7675 Fiesta Holdings Inc. |
| 1530 W Algonquin Rd | Arlington Heights | IL | 60005 | 847/253-5348 Buddy Bells Inc. |
| 1204 N Lake St | Aurora | IL | 60506 | 630/892-4220 Shamrock TBC Inc. |
| 1000 N Farnsworth Ave | Aurora | IL | 60506 | 630/898-3307 Shamrock TBC Inc. |
| 2140 West Galena Blvd | Aurora | IL | 60506 | 630/264-6505 Shamrock TBC Inc. |
| 960 S State Route 59 | Bartlett | IL | 60103 | 630/289-1957 Ampex Brands of Bartlett LLC |
| 134 South Randall Road | Batavia | IL | 60510 | 630/326-9030 AG Bells II LLC |
| 760 Carlyle Ave | Belleville | IL | 62221 | 618/277-2088 Bell Missouri LLC |
| 5 South Belt West | Belleville | IL | 62220 | 618/236-2410 Bell Missouri LLC |
| 15 S 59th St | Belleville | IL | 62223 | 618/239-6244 K-Mac Enterprises Inc. |
| 445 Southtown Drive | Belvidere | IL | 61008 | 815/547-0614 Sundance Inc. |
| 1580 N STATE ST | Belvidere | IL | 61008 | 815/544-3568 Sundance Inc. |
| 1140 S York Rd | Bensenville | IL | 60106 | 630/595-5162 Sundance Inc. |
| 634 West Main Street | Benton | IL | 62812 | 618/439-7355 John R. Neal |
| 6956 Ogden Ave | Berwyn | IL | 60402 | 708/749-4747 Shamrock TBC Inc. |
| 171 E. McArthur Dr. | Bethalto | IL | 62010 | 618/259-6401 Bell Missouri LLC |
| 74 Stratford Dr. | Bloomingdale | IL | 60108 | 630/529-0050 Shamrock TBC Inc. |
| 1702 W. Market St | Bloomington | IL | 61701 | 309/827-0590 LucWork Enterprises Inc. |
| 1122 S. Veterans Parkway | Bloomington | IL | 61704 | 309/556-0044 LucWork Enterprises Inc. |
| 444 N Bolingbrook Dr | Bolingbrook | IL | 60440 | 630/739-4430 Shamrock TBC Inc. |
| 582 Main NW | Bourbonnais | IL | 60914 | 815/935-1758 AG Bells II LLC |
| 2036 State Route 50 North | Bradley | IL | 60914 | 815/936-7475 AG Bells II LLC |
| 50 W Dundee Road | Buffalo Grove | IL | 60089 | 847/459-7089 Bell Great Lakes LLC |
| 1616 Camp Jackson Road | Cahokia | IL | 62206 | 618/337-9184 Bell Missouri LLC |
| 1501 River Oaks Dr | Calumet City | IL | 60409 | 708/832-9371 Sundance Inc. |
| 12716 Ashland Ave. | Calumet Park | IL | 60827 | 312/858-0256 Sundance Inc. |
| 129 North Main Street | Canton | IL | 61520 | 309/647-3464 LucWork Enterprises Inc. |
| 1410 East Main Street | Carbondale | IL | 62901 | 618/549-8433 W & M Restaurants Inc. |

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| 137 S Western Ave | Carpentersville | IL | 60110 | 847/426-8880 AG Bells II LLC |
| 1000 Kennedy Dr | Carpentersville | IL | 60110 | 847/426-5743 Sundance Inc. |
| 660 Northwest Highway | Cary | IL | 60013 | 847/639-3244 Sundance Inc. |
| 2413 N 89th St | Caseyville | IL | 62232 | 618/397-8226 Bell Missouri LLC |
| 1077 W Broadway | Centralia | IL | 62801 | 618/532-2001 Bell Missouri LLC |
| 10 East Anthony Drive | Champaign | IL | 61820 | 217/398-2159 Buddy Bells Inc. |
| 1910 West Springfield | Champaign | IL | 61821 | 217/356-7526 Buddy Bells Inc. |
| 1707 S. Neil Street | Champaign | IL | 61820 | 217/403-9803 Buddy Bells Inc. |
| 512 E. Green Street | Champaign | IL | 61820 | 217/344-9649 Buddy Bells Inc. |
| 120 Lincoln Ave | Charleston | IL | 61920 | 217/345-2050 Buddy Bells Inc. |
| 2235 State St. | Chester | IL | 62233 | 618/826-4446 K-Mac Enterprises Inc. |
| 3509 N Harlem | Chicago | IL | 60634 | 773/685-7066 AG Bells II LLC |
| 6944 Archer | Chicago | IL | 60638 | 773/586-5455 Shamrock TBC Inc. |
| 3143 N Milwaukee Ave | Chicago | IL | 60618 | 773/539-2762 AG Bells II LLC |
| 1644 W 95th St | Chicago | IL | 60643 | 773/779-5600 Sundance Inc. |
| 7856 S. Stoney Island Ave | Chicago | IL | 60649 | 773/221-5182 Sundance Inc. |
| 2575 North Clybourn | Chicago | IL | 60614 | 773/281-5156 Sundance Inc. |
| 3511 Devon Avenue | Chicago | IL | 60659 | 773/588-9712 AG Bells II LLC |
| 2807 W Irving Park Rd | Chicago | IL | 60618 | 773/267-0071 FQSR LLC (dba KBP Foods) |
| 6622 W. Fullerton Ave. | Chicago | IL | 60639 | 773/237-4661 AG Bells II LLC |
| 3350 W. Roosevelt Rd | Chicago | IL | 60624 | 773/826-9324 AG Bells II LLC |
| 1439 N Milwaukee Avenue | Chicago | IL | 60622 | 773/661-2607 AG Bells II LLC |
| 6460 N Sheridan Road | Chicago | IL | 60626 | 773/892-2032 Silver Cricket Tacos LLC |
| 205 E Ohio Street | Chicago | IL | 60611 | 312/433-9715 Diza Tacos Streeterville LLC |
| 178 North Wabash Ave | Chicago | IL | 60601 | 312/578-8751 Diza Tacos Wabash LLC |
| 407 S. Dearborn | Chicago | IL | 60605 | 773/904-2737 AG Bells II LLC |
| 3365 S Martin Luther King Drive | Chicago | IL | 60653 | 312/796-5602 AG Bells II LLC |
| 4523 W North Ave. | Chicago | IL | 60639 | 773/645-0351 Bell Great Lakes LLC |
| 2432 N Milwaukee Ave | Chicago | IL | 60647 | 773/697-7809 AG Bells II LLC |
| 2410 S Western Ave | Chicago | IL | 60608 | 773/475-7502 Afzal Lokhandwala |
| 6631 South Cicero | Chicago | IL | 60638 | 773/498-2642 AG Bells II LLC |
| 920 W Belmont Ave | Chicago | IL | 60657 | 872/210-0759 Diza Tacos Lakeview LLC |
| 2407 N. Clark Street | Chicago | IL | 60614 | 773/698-6555 AG Bells II LLC |
| 4614 S Damen Ave | Chicago | IL | 60609 | 312/550-8345 Diza Tacos Little Village LLC |
| 7906 S. Western Avenue | Chicago | IL | 60620 | AG Bells II LLC |

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| 5350 S Pulaski | Chicago | IL | 60632 | 872/888-6490 AG Bells II LLC |
| 22 E Chicago Ave | Chicago | IL | 60611 | 708/593-5390 Diza Tacos Chicago Ave LLC |
| 3001 N. Broadway | Chicago | IL | 60657 | 773/348-8922 Buddy Bells Inc. |
| 255 W Garfield Blvd | Chicago | IL | 60621 | Diza Tacos Garfield LLC |
| 1363 East 53rd Street | Chicago | IL | 60615 | 312/443-2197 Silver Cricket Tacos LLC |
| 201 S Halstead St. | Chicago Heights | IL | 60411 | 312/898-0800 Sundance Inc. |
| 604 N. 4th Street | Chillicothe | IL | 61523 | 309/274-9554 LucWork Enterprises Inc. |
| 2225 S Cicero Avenue | Cicero | IL | 60804 | 708/652-6161 AG Bells II LLC |
| 1001 Belt Line Rd. | Collinsville | IL | 62234 | 618/345-2088 Bell Missouri LLC |
| 200 Columbia Center | Columbia | IL | 62236 | 618/281-8226 W & M Restaurants Inc. |
| 5611 S La Grange Rd | Countryside | IL | 60525 | 708/354-5535 Shamrock TBC Inc. |
| 1818 Plainfield Rd | Crest Hill | IL | 60403 | 815/744-2606 Sundance Inc. |
| 13745 S Cicero | Crestwood | IL | 60445 | 708/389-8041 Shamrock TBC Inc. |
| 23210 Volbrecht Rd | Crete | IL | 60417 | 708/892-2102 Natron Corporation |
| 420 Virginia St | Crystal Lake | IL | 60014 | 815/459-3377 AG Bells II LLC |
| 501 South Gilbert | Danville | IL | 61832 | 217/442-6721 Buddy Bells Inc. |
| 2714 N Vermillion St | Danville | IL | 61832 | 217/446-2397 Buddy Bells Inc. |
| 7419 S Cass Ave | Darien | IL | 60561 | 630/852-1545 Shamrock TBC Inc. |
| 1209 W Lincoln Hwy | De Kalb | IL | 60115 | 815/756-7947 AG Bells II LLC |
| 1991 Mt Zion Rd | Decatur | IL | 62521 | 217/864-3550 Missouri Fiesta Inc. |
| 753 Pershing Road | Decatur | IL | 62526 | 217/876-1310 Missouri Fiesta Inc. |
| 945 Elmhurst Rd | Des Plaines | IL | 60016 | 847/439-3898 Buddy Bells Inc. |
| 1175 E. Oakton | Des Plaines | IL | 60018 | 847/298-2355 Buddy Bells Inc. |
| 9870 N Milwaukee | Des Plaines | IL | 60016 | 847/298-0764 AG Bells II LLC |
| 2780 Division Street | Diamond | IL | 60416 | 815/634-9980 Devang U. Brahmbhatt |
| 1312 North Galena Avenue | Dixon | IL | 61021 | 815/284-8228 AG Bells II LLC |
| 1323 Sibley Boulevard | Dolton | IL | 60419 | 219/314-3690 Sundance Inc. |
| 7451 Lemont Rd | Downers Grove | IL | 60516 | 630/968-7033 Sundance Inc. |
| 31 Southtowne Shopping Center | Du Quoin | IL | 62832 | 618/542-6218 Missouri Fiesta Inc. |
| 101 Niagara St. | East Alton | IL | 62024 | 618/258-7009 Bell Missouri LLC |
| 108 W Camp St | East Peoria | IL | 61611 | 309/427-1160 LucWork Enterprises Inc. |
| 1710 Troy Rd | Edwardsville | IL | 62025 | 618/692-0744 Bell Missouri LLC |
| 1201 N Keller | Effingham | IL | 62401 | 217/342-5500 Buddy Bells Inc. |
| 1075 N Main Street | Elburn | IL | 60119 | 331/303-0302 AG Bells II LLC |
| 1160 N Mclean Blvd | Elgin | IL | 60123 | 847/931-9055 Shamrock TBC Inc. |

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| 1010 Summit Street | Elgin | IL | 60120 | 847/608-8226 Sundance Inc. |
| 304 South McLean Blvd | Elgin | IL | 60120 | 847/608-0842 Sundance Inc. |
| 601 Meacham Rd | Elk Grove Village | IL | 60007 | 847/985-4442 Fiesta Holdings Inc. |
| 1400 Busse Rd | Elk Grove Village | IL | 60007 | 847/806-1377 Buddy Bells Inc. |
| 6599 N Illinois St. | Fairview Heights | IL | 62208 | 618/397-2355 Bell Missouri LLC |
| 1442 Worthey Street | Flora | IL | 62839 | 618/662-0934 K-Mac Enterprises Inc. |
| 7510 Roosevelt Rd | Forest Park | IL | 60130 | 708/771-8870 Shamrock TBC Inc. |
| 1400 Hickory Point Drive | Forsyth | IL | 62535 | 217/876-1316 Missouri Fiesta Inc. |
| 54 S US Highway 12 | Fox Lake | IL | 60020 | 847/587-8226 Bell Great Lakes LLC |
| 20160 LaGrange Rd. | Frankfort | IL | 60423 | 815/464-6248 Sundance Inc. |
| 2721 Rose Street | Franklin Park | IL | 60131 | 847/455-0979 AG Bells II LLC |
| 1882 S West Avenue | Freeport | IL | 61032 | 815/232-8226 Bell Great Lakes LLC |
| 2118 E Main St | Galesburg | IL | 61401 | 309/315-6042 Border Foods of Iowa LLC |
| 850 N Henderson St | Galesburg | IL | 61401 | 309/315-6045 Border Foods of Iowa LLC |
| 370 Roosevelt Road | Glen Ellyn | IL | 60137 | 630/790-4346 FQSR LLC (dba KBP Foods) |
| 270 E Army Trail Rd | Glendale Heights | IL | 60139 | 630/295-8291 Shamrock TBC Inc. |
| 145 North Avenue | Glendale Heights | IL | 60137 | 630/690-5551 Shamrock TBC Inc. |
| 1757 Waukegan | Glenview | IL | 60025 | 847/486-0660 AG Bells II LLC |
| 2167 Madison Ave | Granite City | IL | 62040 | 618/876-6630 Bell Missouri LLC |
| 1261 Engineer Rd | Granite City | IL | 62040 | 618/931-5249 Bell Missouri LLC |
| 115 S. State Route 83 | Grayslake | IL | 60030 | 847/548-2290 AG Bells II LLC |
| 1607 South Route 127 | Greenville | IL | 62246 | 618/664-1251 FQSR LLC (dba KBP Foods) |
| 6360 Grand Ave | Gurnee | IL | 60031 | 847/855-0190 AG Bells II LLC |
| 7660 Barrington Road | Hanover Park | IL | 60133 | 630/830-3320 Sundance Inc. |
| 1890 Army Trail Rd. | Hanover Park | IL | 60103 | 630/213-0500 Shamrock TBC Inc. |
| 712 S. Commercial St. | Harrisburg | IL | 62946 | 618/252-4600 K-Mac Enterprises Inc. |
| 325 S Division St | Harvard | IL | 60033 | 815/943-7481 AG Bells II LLC |
| 1709 S Park Ave | Herrin | IL | 62948 | 618/988-9000 K-Mac Enterprises Inc. |
| 8760 W 95th Street | Hickory Hills | IL | 60457 | 708/599-6442 Shamrock TBC Inc. |
| 1305 Mercantile Drive | Highland | IL | 62249 | 618/654-6451 FQSR LLC (dba KBP Foods) |
| 2566 Skokie Valley Rd | Highland Park | IL | 60035 | 847/433-1912 AG Bells II LLC |
| 14348 S. Bell Road | Homer Glen | IL | 60491 | 815/306-8105 AG Bells II LLC |
| 13320 S Highway 47 | Huntley | IL | 60142 | 847/515-8214 AG Bells II LLC |
| 837 W Morton | Jacksonville | IL | 62650 | 217/243-8331 W & M Restaurants Inc. |
| 1400 S. State St. | Jerseyville | IL | 62052 | 618/498-4883 W & M Restaurants Inc. |

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| 2924 Plainfield Rd | Joliet | IL | 60435 | 815/439-1012 Sundance Inc. |
| 125 S. Larkin Ave. | Joliet | IL | 60435 | 815/744-5390 Sundance Inc. |
| 2942 Riverstone Court | Kankakee | IL | 60901 | 815/802-9914 AG Bells II LLC |
| 623 Tenney St | Kewanee | IL | 61443 | 309/767-0095 Border Foods of Iowa LLC |
| 231 N Randall Rd | Lake In The Hills | IL | 60156 | 847/458-8232 Bell Great Lakes LLC |
| 801 W Main St | Lake Zurich | IL | 60047 | 847/550-8226 AG Bells II LLC |
| 15663 127th Street | Lemont | IL | 60439 | 630/243-1800 FQSR LLC (dba KBP Foods) |
| 1308 N Milwaukee Ave | Libertyville | IL | 60048 | 847/549-0708 Bell Great Lakes LLC |
| 2081 East Grand Avenue | Lindenhurst | IL | 60046 | 847/265-7677 Bell Great Lakes LLC |
| 1015 Maple Avenue | Lisle | IL | 60532 | 630/241-1350 FQSR LLC (dba KBP Foods) |
| 1201 W Weir St | Litchfield | IL | 62056 | 217/324-5855 Bell Missouri LLC |
| 16616 W. 159th Street | Lockport | IL | 60441 | 815/838-9087 FQSR LLC (dba KBP Foods) |
| 1525 E Riverside Blvd | Loves Park | IL | 61111 | 815/282-4101 Border Foods of Wisconsin LLC |
| 4001 McFarland Road | Loves Park | IL | 61111 | 815/637-0862 Border Foods of Wisconsin LLC |
| 1297 West Lane Rd. | Machesney Park | IL | 61115 | 815/639-0670 Border Foods of Wisconsin LLC |
| 420 West Jackson | Macomb | IL | 61455 | 309/833-5075 KBP Bells LLC |
| 195 South Creek Drive | Manteno | IL | 60950 | 815/468-6430 Sundance Inc. |
| 19800 US Route 20 | Marengo | IL | 60152 | 815/596-1379 AG Bells II LLC |
| 2712 Walton Way | Marion | IL | 62959 | 618/997-7777 K-Mac Enterprises Inc. |
| 2945 West 159th Street | Markham | IL | 60426 | 708/333-1964 Shamrock TBC Inc. |
| 105 Swords Drive | Mattoon | IL | 61938 | 217/235-1927 Buddy Bells Inc. |
| 4112 W Elm St | McHenry | IL | 60050 | 815/385-1900 Bell Great Lakes LLC |
| 825 W North Ave | Melrose Park | IL | 60160 | 708/343-8060 AG Bells II LLC |
| 1009 Steve Bowne Drive | Mendota | IL | 61342 | 815/539-6328 Devang U. Brahmbhatt |
| 501 Bob Blair Road | Minooka | IL | 60447 | 815/467-7716 Sundance Inc. |
| 4650 16th Street | Moline | IL | 61265 | 563/275-2322 Border Foods of Iowa LLC |
| 4120 Avenue of the Cities | Moline | IL | 61265 | 563/275-5231 Border Foods of Iowa LLC |
| 5737 W. Monee Manhattan Road | Monee | IL | 60449 | 708/746-5025 Vijay Patel |
| 201 Maple City Drive | Monmouth | IL | 61462 | 331/330-7390 Border Foods of Iowa LLC |
| 1950 Douglas Road | Montgomery | IL | 60538 | 630/897-7155 Sundance Inc. |
| 1820 N Division St | Morris | IL | 60450 | 815/416-0938 Sundance Inc. |
| 100 West Ashland St. | Morton | IL | 61550 | 309/263-7252 LucWork Enterprises Inc. |
| 4205 Broadway | Mount Vernon | IL | 62864 | 618/242-4217 K-Mac Enterprises Inc. |
| 1610 S. 10th St. | Mount Vernon | IL | 62864 | 618/732-9915 K-Mac Enterprises Inc. |
| 2015 S Lake St | Mundelein | IL | 60060 | 847/949-7880 Bell Great Lakes LLC |

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| 900 N. Route 83 | Mundelein | IL | 60060 | 847/970-5927 Bell Great Lakes LLC |
| 515 Walnut | Murphysboro | IL | 62966 | 618/684-3303 Chris E. Fowler |
| 1287 Rickert Dr | Naperville | IL | 60540 | 630/357-6954 Sundance Inc. |
| 2775 Aurora Ave | Naperville | IL | 60540 | 630/355-6684 Sundance Inc. |
| 420 W Maple St. | New Lenox | IL | 60451 | 815/462-0464 Sundance Inc. |
| 7535 N Harlem Ave | Niles | IL | 60714 | 847/647-1809 AG Bells II LLC |
| 1527 E College Ave | Normal | IL | 61761 | 309/454-7576 LucWork Enterprises Inc. |
| 2222 Green Bay Rd | North Chicago | IL | 60064 | 847/473-4230 AG Bells II LLC |
| 51 W. North Avenue | Northlake | IL | 60164 | 708/492-1337 AG Bells II LLC |
| 6049 West 95th Street | Oak Lawn | IL | 60453 | 708/422-3433 Shamrock TBC Inc. |
| 1403 W US Highway 50 | O'Fallon | IL | 62269 | 618/628-1011 Bell Missouri LLC |
| 101 S. Lewis Avenue | Oglesby | IL | 61348 | 815/883-3223 Sundance Inc. |
| 908 East Main Street | Olney | IL | 62450 | 618/395-1207 Bell Indiana LLC |
| 9281 159th St | Orland Hills | IL | 60487 | 708/349-3663 Sundance Inc. |
| 3423 ORCHARD RD | Oswego | IL | 60543 | 630/554-1281 Sundance Inc. |
| 4109 Columbus St | Ottawa | IL | 61350 | 815/431-0498 Sundance Inc. |
| 320 N Northwest Hwy | Palatine | IL | 60067 | 847/359-5680 Buddy Bells Inc. |
| 1224 E. Dundee Rd. | Palatine | IL | 60067 | 847/358-1018 Sundance Inc. |
| 7601 W 111th St | Palos Hills | IL | 60465 | 708/974-9214 Shamrock TBC Inc. |
| 528 E. Jasper St. | Paris | IL | 61944 | 217/463-3432 Bell Indiana LLC |
| 413 Sauk Trail | Park Forest | IL | 60466 | 708/503-0911 Sundance Inc. |
| 1920 Court Street | Pekin | IL | 61554 | 309/347-7575 LucWork Enterprises Inc. |
| 1811 N Knoxville Ave | Peoria | IL | 61604 | 309/688-3799 LucWork of Central Illinois L |
| 8711 N Knoxville | Peoria | IL | 61615 | 309/691-6686 LucWork Enterprises Inc. |
| 3101 N Sterling Ave | Peoria | IL | 61604 | 309/688-8152 LucWork Enterprises Inc. |
| 4115 W. Partridge Way | Peoria | IL | 61615 | 309/691-7830 LucWork Enterprises Inc. |
| 5257 Trompeter Road | Peru | IL | 61354 | 815/224-3400 Sundance Inc. |
| 1600 W Reynolds St | Pontiac | IL | 61764 | 815/842-6734 Sundance Inc. |
| 3828 Broadway | Quincy | IL | 62301 | 217/919-0945 KBP Bells LLC |
| 826 Broadway | Quincy | IL | 62301 | 217/214-2754 KBP Bells LLC |
| 629 Champaign Avenue | Rantoul | IL | 61866 | Buddy Bells Inc. |
| 10710 Main St | Richmond | IL | 60071 | 815/678-7800 AG Bells II LLC |
| 1414 East Main Street | Robinson | IL | 62454 | 618/544-7815 Bell Indiana LLC |
| 1221 N Caron Rd Unit 700 | Rochelle | IL | 61068 | 815/561-0711 AG Bells II LLC |
| 1533-38th Street | Rock Island | IL | 61201 | 563/275-2417 Border Foods of Iowa LLC |

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| 6161 E State St | Rockford | IL | 61108 | 815/226-9009 Border Foods of Wisconsin LLC |
| 3805 East State St. | Rockford | IL | 61108 | 815/398-6644 Border Foods of Wisconsin LLC |
| 2602 Auburn St | Rockford | IL | 61101 | 815/965-7445 Bell Great Lakes LLC |
| 3114 11th Street | Rockford | IL | 61109 | 815/229-6394 Border Foods of Wisconsin LLC |
| 2182 S Perryville Rd | Rockford | IL | 61112 | 815/332-5704 Border Foods of Wisconsin LLC |
| 76 S. Weber Rd. | Romeoville | IL | 60446 | 815/372-2477 Sundance Inc. |
| 4638 E. Rockton Road | Roscoe | IL | 61073 | 815/624-4388 Bell Great Lakes LLC |
| 9467 W HIGGINS RD | Rosemont | IL | 60018 | 847/653-6430 AG Bells II LLC |
| 306 W Rollins Rd | Round Lake Beach | IL | 60073 | 847/546-8220 Bell Great Lakes LLC |
| 510 Dunham Road | Saint Charles | IL | 60174 | 630/513-1740 Shamrock TBC Inc. |
| 1950 Bircher Rd | Saint Charles | IL | 60174 | 630/208-9477 AG Bells II LLC |
| 1431 West Main | Salem | IL | 62881 | 618/548-8006 W & M Restaurants Inc. |
| 130 Duvick Road | Sandwich | IL | 60548 | 815/786-1882 FQSR LLC (dba KBP Foods) |
| 951 S Roselle Rd | Schaumburg | IL | 60193 | 847/895-2699 Buddy Bells Inc. |
| 275 W. Golf Road | Schaumburg | IL | 60195 | 847/882-1360 Buddy Bells Inc. |
| 650 Mall Dr | Schaumburg | IL | 60173 | 847/517-8320 Buddy Bells Inc. |
| 1000 W. Main Street | Shelbyville | IL | 62565 | 217/774-3431 Buddy Bells Inc. |
| 996 Brook Forest Avenue | Shorewood | IL | 60431 | 815/439-3168 Sundance Inc. |
| 8329 Skokie Blvd | Skokie | IL | 60076 | 847/679-8980 AG Bells II LLC |
| 490 Randall Road | South Elgin | IL | 60177 | 847/741-5275 Sundance Inc. |
| 1400 North Market Street | Sparta | IL | 62286 | 618/443-4141 K-Mac Enterprises Inc. |
| 1290 Toronto Rd | Springfield | IL | 62712 | 217/529-1730 PCN Restaurants Inc. |
| 731 Adlai Stevenson Dr. | Springfield | IL | 62704 | 217/753-2189 LucWork Enterprises Inc. |
| 2300 N. Dirkson Parkway. | Springfield | IL | 62702 | 217/753-8611 LucWork Enterprises Inc. |
| 3025 W White Oaks Dr | Springfield | IL | 62704 | 217/698-3025 LucWork Enterprises of Springf |
| 405 Locust Street | Sterling | IL | 61081 | 815/625-3144 AG Bells II LLC |
| 665 S. Sutton Rd. | Streamwood | IL | 60107 | 630/830-2252 Sundance Inc. |
| 2008 N Bloomington St | Streator | IL | 61364 | 815/672-7674 Sundance Inc. |
| 1301 Dekalb Avenue | Sycamore | IL | 60178 | 815/895-3660 AG Bells II LLC |
| 610 N Webster St | Taylorville | IL | 62568 | 217/287-1077 W & M Restaurants Inc. |
| 7224 W. 191st St. | Tinley Park | IL | 60477 | 815/806-0364 Sundance Inc. |
| 908 Edwardsville Road | Troy | IL | 62294 | 618/667-0823 W & M Restaurants Inc. |
| 1104 E. Southline | Tuscola | IL | 61953 | 217/253-4086 K-Mac Enterprises Inc. |
| 1003 University | Urbana | IL | 61801 | 217/367-2871 Buddy Bells Inc. |
| 2737 Veterans Avenue | Vandalia | IL | 62471 | 618/283-9364 FQSR LLC (dba KBP Foods) |

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| 125 W Roosevelt Rd | Villa Park | IL | 60181 | 630/495-2787 Sundance Inc. |
| 1896 Washington Rd. | Washington | IL | 61571 | 309/444-3844 LucWork Enterprises Inc. |
| 918 N Market St | Waterloo | IL | 62298 | 618/939-6178 W & M Restaurants Inc. |
| 1530 E Walnut St | Watseka | IL | 60970 | 815/432-0385 Clawson Management TB Inc. |
| 705 W Liberty St | Wauconda | IL | 60084 | 847/526-3323 Bell Great Lakes LLC |
| 3200 N Lewis Ave | Waukegan | IL | 60085 | 847/244-9871 Bell Great Lakes LLC |
| 2780 Belvidere Rd | Waukegan | IL | 60085 | 847/662-8799 Bell Great Lakes LLC |
| 335 Neltnor Blvd. | West Chicago | IL | 60185 | 630/231-6070 FQSR LLC (dba KBP Foods) |
| 832 Factory Outlet Dr. | West Frankfort | IL | 62896 | 618/937-2331 K-Mac Enterprises Inc. |
| 3063 S Wolf Rd | Westchester | IL | 60154 | 708/562-3441 Shamrock TBC Inc. |
| 13 W Ogden Avenue | Westmont | IL | 60559 | 630/964-7738 Sundance Inc. |
| 345 Rice Lake Square | Wheaton | IL | 60187 | 630/668-4127 Shamrock TBC Inc. |
| 150 E. Dundee Road | Wheeling | IL | 60090 | 847/215-2308 Bell Great Lakes LLC |
| 805 Cannell-Puri Court | Winnebago | IL | 61088 | 815/335-2121 Bell Great Lakes LLC |
| 322 W Irving Park Rd | Wood Dale | IL | 60191 | 630/521-8226 Buddy Bells Inc. |
| 1850 Memorial Lane | Wood River | IL | 62095 | 618/258-8414 Bell Missouri LLC |
| 400 S Eastwood Dr | Woodstock | IL | 60098 | 815/338-2196 Sundance Inc. |
| 221 W. Veterans Parkway | Yorkville | IL | 60560 | 630/553-1954 FQSR LLC (dba KBP Foods) |
| 1913 Sheridan Rd | Zion | IL | 60099 | 847/872-9494 Bell Great Lakes LLC |
| 2618 N Broadway Ave | Anderson | IN | 46012 | 765/683-0121 Bell Indiana LLC |
| 1422 Raible Street | Anderson | IN | 46011 | 765/649-4785 Bell Indiana LLC |
| 925 S. Scatterfield | Anderson | IN | 46012 | 765/642-2264 Bell Indiana LLC |
| 1415 N Wayne St | Angola | IN | 46703 | 260/665-6565 Bells and Birds Inc. |
| 3075 W Maumee St | Angola | IN | 46703 | 260/668-3555 Bells and Birds Inc. |
| 1126 W. 7th St. | Auburn | IN | 46706 | 260/925-2530 Delight TB Indiana 2 LLC |
| 1020 Green Blvd | Aurora | IN | 47001 | 812/926-3883 AG Bells LLC |
| 912 State Road 229 | Batesville | IN | 47006 | 812/934-2525 EYM Chicken of Indiana LLC |
| 2999 W 16th St | Bedford | IN | 47421 | 812/279-9726 Bell Indiana LLC |
| 2400 S Walnut | Bloomington | IN | 47401 | 812/336-7944 Bell Indiana LLC |
| 3702 W 3rd St | Bloomington | IN | 47404 | 812/330-1433 Bell Indiana LLC |
| 3001 E 3rd St | Bloomington | IN | 47401 | 812/336-1679 Bell Indiana LLC |
| 309 North Walnut Street | Bloomington | IN | 47404 | 812/339-7828 Bell Indiana LLC |
| 3811 W State Road 46 | Bloomington | IN | 47404 | 812/636-1377 Bell Indiana LLC |
| 628 N Main St | Bluffton | IN | 46714 | 260/824-1176 Mariane Inc. |
| 729 W Main St | Boonville | IN | 47601 | 812/897-5823 Bell Indiana LLC |

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| 2170 E National Ave | Brazil | IN | 47834 | 812/446-2877 Bell Indiana LLC |
| 850 N. Green St. | Brownsburg | IN | 46112 | 317/858-8067 Bell Indiana LLC |
| 615 E. Carmel Drive | Carmel | IN | 46032 | 317/844-4124 Bell Indiana LLC |
| 9301 Hwy 403 | Charlestown | IN | 47111 | 812/256-6277 C. & M. Smith Restaurants Inc |
| 702 Plaza Dr | Chesterton | IN | 46304 | 219/926-8445 Bell Missouri LLC |
| 1325 Veterans Pkwy. | Clarksville | IN | 47129 | 812/280-0728 C. & M. Smith Restaurants Inc |
| 1885 East State Road 163 | Clinton | IN | 47842 | 765/279-1060 Bell Indiana LLC |
| 1007 N Main St. | Cloverdale | IN | 46120 | 765/764-0055 Bell Indiana LLC |
| 337 W Plaza Dr | Columbia City | IN | 46725 | 260/244-3313 Bell Great Lakes LLC |
| 1105 25th St | Columbus | IN | 47201 | 812/372-9489 Bell Indiana LLC |
| 3520 Jonathan Moore Pike | Columbus | IN | 47201 | 812/378-3679 Bell Indiana LLC |
| 2140 Park Road | Connersville | IN | 47331 | 765/825-4498 Bell Indiana LLC |
| 110 Pacer Drive NW | Corydon | IN | 47112 | 812/738-0591 C. & M. Smith Restaurants Inc |
| 1631 S US Highway 231 | Crawfordsville | IN | 47933 | 765/362-4448 K-Mac Enterprises Inc. |
| 2503 Lafayette Avenue | Crawfordsville | IN | 47933 | 765/323-2607 K-Mac Enterprises Inc. |
| 1483 N Main St | Crown Point | IN | 46307 | 219/226-0484 Bell Missouri LLC |
| 8990 Innovative Dr. | Daleville | IN | 47334 | 765/378-6487 Bell Indiana LLC |
| 639 N 13th St | Decatur | IN | 46733 | 260/724-4700 Bells and Birds Inc. |
| 1222 S Halleck Street | Demotte | IN | 46310 | 219/987-8226 Natron Corporation |
| 917 Joliet Street | Dyer | IN | 46311 | 219/440-1243 Bell Indiana LLC |
| 11740 N US 31 | Edinburgh | IN | 46124 | 812/526-5326 Bell Indiana LLC |
| 1606 S Nappanee St | Elkhart | IN | 46516 | 574/295-3640 Delight TB Indiana 4 LLC |
| 3505 S Main St | Elkhart | IN | 46517 | 574/293-3383 Delight TB Indiana 1 LLC |
| 2508 Cassopolis St | Elkhart | IN | 46514 | 574/262-3716 Delight TB Indiana 1 LLC |
| 54633 County Road 17 | Elkhart | IN | 46516 | 574/295-3640 Bell Great Lakes LLC |
| 55560 Ash Road | Elkhart | IN | 46514 | 574/674-6071 Delight TB Indiana 3 LLC |
| 4510 Elkhart Road | Elkhart | IN | 46517 | 574/875-4090 Delight TB Indiana 3 LLC |
| 1518 S. State Rd. 37 | Elwood | IN | 46036 | 765/552-9519 Bell Indiana LLC |
| 4501 1st Ave | Evansville | IN | 47710 | 812/464-2374 Bell Indiana LLC |
| 1580 Vann Avenue | Evansville | IN | 47714 | 812/475-1895 Bell Indiana LLC |
| 2408 W. Maryland Street | Evansville | IN | 47712 | 812/423-8226 Bell Indiana LLC |
| 1500 N Willow Rd | Evansville | IN | 47711 | 812/422-4705 Bell Indiana LLC |
| 1001 N. Green River Rd. | Evansville | IN | 47715 | 812/473-0040 Bell Indiana LLC |
| 4422 West Lloyd Expressway | Evansville | IN | 47712 | 812/422-2153 Bell Indiana LLC |
| 420 South Main St | Ferdinand | IN | 47532 | 812/367-0817 Bell Indiana LLC |

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| 11425 Allisonville Road | Fishers | IN | 46038 | 317/842-4460 Bell Indiana LLC |
| 13778 Olivia Way | Fishers | IN | 46038 | 317/773-2759 Bell Indiana LLC |
| 13428 Bent Grass Lane | Fishers | IN | 46038 | 317/845-4095 Bell Indiana LLC |
| 900 LaFollette Center North | Floyds Knobs | IN | 47119 | 812/923-1680 C. & M. Smith Restaurants Inc |
| 4747 Coldwater Rd | Fort Wayne | IN | 46825 | 260/484-6114 Delight TB Indiana 4 LLC |
| 3320 Saint Joe Center Rd | Fort Wayne | IN | 46835 | 260/486-0688 Delight TB Indiana 4 LLC |
| 6211 Stellhorn Rd | Fort Wayne | IN | 46815 | 260/485-1117 Mariane Inc. |
| 6343 W. Jefferson Blvd. | Fort Wayne | IN | 46804 | 260/436-6085 Delight TB Indiana 2 LLC |
| 2020 N. Coliseum Blvd. | Fort Wayne | IN | 46805 | 260/424-0801 Delight TB Indiana 2 LLC |
| 340 W Jefferson Blvd | Fort Wayne | IN | 46802 | 260/420-0001 Delight TB Indiana 4 LLC |
| 6608 Lima Road | Fort Wayne | IN | 46818 | 260/497-9452 Delight TB Indiana 2 LLC |
| 6224 Bluffton Rd | Fort Wayne | IN | 46809 | 260/747-7053 Mariane Inc. |
| 10117 Lima Road | Fort Wayne | IN | 46818 | 260/489-3798 Delight TB Indiana 2 LLC |
| 3950 East DuPont Rd | Fort Wayne | IN | 46825 | 260/471-7313 Delight TB Indiana 3 LLC |
| 1209 Reckeweg Road | Fort Wayne | IN | 46804 | 260/436-7229 Delight TB Indiana 3 LLC |
| 2403 East Wabash Street | Frankfort | IN | 46041 | 765/654-8616 K-Mac Enterprises Inc. |
| 7719 Southtown Crossing | Ft Wayne | IN | 46816 | 260/203-0979 Delight TB Indiana 3 LLC |
| 6265 E 500 S | Gas City | IN | 46933 | 765/674-1574 K-Mac Enterprises Inc. |
| 701 West Pike St | Goshen | IN | 46526 | 574/534-1480 Delight TB Indiana 1 LLC |
| 1819 Lincoln Way E | Goshen | IN | 46526 | 574/535-0456 Bell Great Lakes LLC |
| 13120 State Road 23 | Granger | IN | 46530 | 574/334-7808 Delight TB Indiana 3 LLC |
| 1152 Indianapolis Rd | Greencastle | IN | 46135 | 765/653-2061 Bell Indiana LLC |
| 575 Eads Parkway East | Greendale | IN | 47025 | 812/537-1960 AG Bells LLC |
| 1915 N Lincoln St | Greensburg | IN | 47240 | 812/663-8226 Bell Indiana LLC |
| 1129 E Main Street | Greenwood | IN | 46143 | 317/859-7378 Bell Indiana LLC |
| 105 E Ridge Rd | Griffith | IN | 46319 | 219/972-2435 Natron Corporation |
| 6527 Indianapolis Blvd | Hammond | IN | 46323 | 219/845-3477 Natron Corporation |
| 4605 Calumet Avenue | Hammond | IN | 46323 | 219/937-6933 Natron Corporation |
| 954 Indianapolis Blvd | Hammond | IN | 46320 | Silver Cricket Tacos LLC |
| 1906 North Walnut Street | Hartford City | IN | 47348 | 765/348-1910 K-Mac Enterprises Inc. |
| 10130 Indianapolis Blvd | Highland | IN | 46322 | 219/924-1129 Sundance Inc. |
| 4681 West 61st Avenue | Hobart | IN | 46342 | 219/942-5409 Natron Corporation |
| 8476 E Ridge Rd | Hobart | IN | 46342 | 219/962-4182 Bell Missouri LLC |
| 2810 N Jefferson St. | Huntington | IN | 46750 | 260/356-1647 Delight TB Indiana 2 LLC |
| 1402 N Arlington | Indianapolis | IN | 46219 | 317/353-0214 Bell Indiana LLC |

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| 6327 E 82nd St | Indianapolis | IN | 46250 | 317/842-7081 Bell Indiana LLC |
| 4502 W. 38th Street | Indianapolis | IN | 46254 | 317/291-5696 Bell Indiana LLC |
| 3715 N Post Rd | Indianapolis | IN | 46226 | 317/898-2687 Bell Indiana LLC |
| 7098 N Michigan Rd | Indianapolis | IN | 46268 | 317/293-2816 Bell Indiana LLC |
| 6990 E 10th St | Indianapolis | IN | 46219 | 317/352-0558 Bell Indiana LLC |
| 951 Indiana Avenue | Indianapolis | IN | 46202 | 317/632-4238 Bell Indiana LLC |
| 2809 East 38th Street | Indianapolis | IN | 46218 | 317/591-9241 Bell Indiana LLC |
| 6501 East Washington Street | Indianapolis | IN | 46219 | 317/353-1761 Bell Indiana LLC |
| 2035 West Washington Street | Indianapolis | IN | 46222 | 317/685-8966 Bell Indiana LLC |
| 2401 N Meridian St | Indianapolis | IN | 46208 | 317/923-2014 FQSR LLC (dba KBP Foods) |
| 1551 W Thompson Rd | Indianapolis | IN | 46217 | 317/791-8450 Bell Indiana LLC |
| 8820 E 21st St. | Indianapolis | IN | 46219 | 317/897-0589 FQSR LLC (dba KBP Foods) |
| 5662 Georgetown Road | Indianapolis | IN | 46254 | 317/388-7625 FQSR LLC (dba KBP Foods) |
| 5721 W. 86th Street | Indianapolis | IN | 46278 | 317/872-1534 Bell Indiana LLC |
| 444 E Thompson Road | Indianapolis | IN | 46227 | 317/222-3827 Bell Indiana LLC |
| 1439 E 86th St | Indianapolis | IN | 46240 | 317/205-3910 Bell Indiana LLC |
| 5010 East County Line Rd | Indianapolis | IN | 46237 | 317/888-1124 Bell Indiana LLC |
| 3902 South Post Road | Indianapolis | IN | 46239 | 317/862-2802 Bell Indiana LLC |
| 7650 Brookville Road | Indianapolis | IN | 46239 | 317/351-0730 Bell Indiana LLC |
| 5002 East 56th Street | Indianapolis | IN | 46226 | 317/643-9071 Bell Indiana LLC |
| 3592 Newton St | Jasper | IN | 47546 | 812/634-9536 Bell Indiana LLC |
| 1487 East 10th Street | Jeffersonville | IN | 47130 | 812/288-5990 C. & M. Smith Restaurants Inc |
| 2966 E 10th St | Jeffersonville | IN | 47130 | 812/282-2150 C. & M. Smith Restaurants Inc |
| 610 Fairview Drive | Kendallville | IN | 46755 | 260/349-0895 Bell Great Lakes LLC |
| 1328 South Heaton | Knox | IN | 46534 | 574/772-7978 Bell Great Lakes LLC |
| 3801 S Reed Rd | Kokomo | IN | 46902 | 765/453-3559 K-Mac Enterprises Inc. |
| 2212 West Sycamore | Kokomo | IN | 46901 | 765/457-4363 K-Mac Enterprises Inc. |
| 1310 North Reed Road | Kokomo | IN | 46902 | 765/457-3647 K-Mac Enterprises Inc. |
| 204 Markland Avenue | Kokomo | IN | 46901 | 765/457-4476 K-Mac Enterprises Inc. |
| 202 Pine Lake Ave | La Porte | IN | 46350 | 219/324-5180 Sundance Inc. |
| 3805 State Road 26 E | Lafayette | IN | 47905 | 765/449-4166 K-Mac Enterprises Inc. |
| 2190 South 26th Street | Lafayette | IN | 47905 | 765/474-0618 K-Mac Enterprises Inc. |
| 435 N Mount Zion Rd | Lebanon | IN | 46052 | 765/482-2355 K-Mac Enterprises Inc. |
| 241 U.S. Highway 6 S. | Ligonier | IN | 46767 | 260/308-1958 Bell Great Lakes LLC |
| 1459 North East 'a' Street | Linton | IN | 47441 | 812/847-4995 Bell Indiana LLC |

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| 3615 E Market St | Logansport | IN | 46947 | 574/737-8037 K-Mac Enterprises Inc. |
| 102 Franks Dr | Madison | IN | 47250 | 812/273-2355 C. & M. Smith Restaurants Inc |
| 3244 S Western Ave | Marion | IN | 46953 | 765/651-0059 K-Mac Enterprises Inc. |
| 916 N. Baldwin Ave. | Marion | IN | 46952 | 765/664-8427 K-Mac Enterprises Inc. |
| 695 W Southview Dr | Martinsville | IN | 46151 | 765/342-6187 Bell Indiana LLC |
| 2821 E 81ST AVE | Merrillville | IN | 46410 | 219/947-7474 Natron Corporation |
| 3936 S Franklin | Michigan City | IN | 46360 | 219/879-4022 Bell Missouri LLC |
| 2817 Lincoln Way East | Mishawaka | IN | 46544 | 574/258-4906 Delight TB Indiana 1 LLC |
| 536 West McKinley Road | Mishawaka | IN | 46545 | 574/255-8900 Delight TB Indiana 1 LLC |
| 2612 Lincoln Way West | Mishawaka | IN | 46544 | 574/255-2666 Mitra Midwest Acquisition LLC |
| 1009 North Main Street | Monticello | IN | 47960 | 574/583-9556 K-Mac Enterprises Inc. |
| 7949 Calumet Ave | Munster | IN | 46321 | 219/836-4102 Shamrock TBC Inc. |
| 1956 East Market Street | Nappanee | IN | 46550 | 574/773-5556 Bell Great Lakes LLC |
| 4018 Grant Line Road | New Albany | IN | 47150 | 812/949-7084 C. & M. Smith Restaurants Inc |
| 2563 Charlestown Rd | New Albany | IN | 47150 | 812/948-8861 C. & M. Smith Restaurants Inc |
| 100 Daisy Summit | New Albany | IN | 47150 | 812/748-2248 C. & M. Smith Restaurants Inc |
| 2175 South Memorial Drive | New Castle | IN | 47362 | 765/521-3933 Bell Indiana LLC |
| 12244 Mackenzie Drive Suite C | New Haven | IN | 46774 | 260/749-9972 Mariane Inc. |
| 8099 W State Route 66 | Newburgh | IN | 47630 | 812/858-7589 Bell Indiana LLC |
| 610 Westfield Rd | Noblesville | IN | 46060 | 317/776-0795 K-Mac Enterprises Inc. |
| 16676 Clover Road | Noblesville | IN | 46060 | 317/773-6260 K-Mac Enterprises Inc. |
| 2115 N State Highway 7 | North Vernon | IN | 47265 | 812/346-2577 C. & M. Smith Restaurants Inc |
| 925 N. Gospel Street | Paoli | IN | 47454 | 812/723-9477 C. & M. Smith Restaurants Inc |
| 7159 South State Road 67 | Pendleton | IN | 46064 | 765/778-0928 Bell Indiana LLC |
| 730 N Broadway | Peru | IN | 46970 | 765/472-4200 Bell Indiana LLC |
| 1827 Michigan Ave | Plymouth | IN | 46563 | 574/935-4311 Bell Missouri LLC |
| 6053 Us Highway 6 | Portage | IN | 46368 | 219/764-4552 Natron Corporation |
| 6300 AMERIPLEX DR | Portage | IN | 46368 | 219/763-9477 Natron Corporation |
| 1501 North Meridian Street | Portland | IN | 47371 | 260/726-2766 K-Mac Enterprises Inc. |
| 2720 W Broadway | Princeton | IN | 47670 | 812/386-0004 Bell Indiana LLC |
| 8833 West State Road 114 | Rensselaer | IN | 47978 | 219/866-2220 Bell Missouri LLC |
| 3302 E Main Street | Richmond | IN | 47374 | 765/966-4788 Mayer Management Inc. |
| 2105 Chester Drive | Richmond | IN | 47374 | 765/966-3757 Mayer Management Inc. |
| 1428 National Road West | Richmond | IN | 47374 | 765/962-1290 Mayer Lynn |
| 2080 Main Street | Rochester | IN | 46975 | 574/212-0650 Bell Great Lakes LLC |

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|----------------------------|----------------|----|-------|--|
| 231 Dixie Highway | Roseland | IN | 46637 | 574/272-2387 Bell Great Lakes LLC |
| 1709 N. Main St. | Rushville | IN | 46173 | 765/932-5520 Bell Indiana LLC |
| 8496 Wicker Avenue | Saint John | IN | 46373 | 219/365-6919 Bell Missouri LLC |
| 1319 East Hackberry Street | Salem | IN | 47167 | 812/883-2924 C. & M. Smith Restaurants Inc |
| 1153 West McClain Ave. | Scottsburg | IN | 47170 | 812/752-4551 C. & M. Smith Restaurants Inc |
| 8111 Highway 311 | Sellersburg | IN | 47172 | 812/246-8226 C. & M. Smith Restaurants Inc |
| 1509 E Tipton Street | Seymour | IN | 47274 | 812/522-3318 C. & M. Smith Restaurants Inc |
| 2017 Outlet Blvd | Seymour | IN | 47274 | 812/271-0631 C. & M. Smith Restaurants Inc |
| 1621 E State Road 44 | Shelbyville | IN | 46176 | 317/392-6143 Bell Indiana LLC |
| 231 E Ireland Road | South Bend | IN | 46614 | 574/291-9550 Delight TB Indiana 1 LLC |
| 3208 Lincolnway West | South Bend | IN | 46628 | 574/234-2349 Bell Great Lakes LLC |
| 221 W Lasalle Ave | South Bend | IN | 46601 | 574/233-3431 Delight TB Indiana 4 LLC |
| 5131 W. Western Avenue | South Bend | IN | 46619 | 574/472-0135 Bell Great Lakes LLC |
| 6225 Brick Rd | South Bend | IN | 46628 | 574/247-1700 Bell Great Lakes LLC |
| 6215 Crawfordsville Rd | Speedway | IN | 46224 | 317/244-8226 Bell Indiana LLC |
| 234 E Morgan St | Spencer | IN | 47460 | 812/636-1510 Bell Indiana LLC |
| 1206 S Huntington ST. | Syracuse | IN | 46567 | 574/528-6300 Bell Great Lakes LLC |
| 222 Hwy. 66 East | Tell City | IN | 47586 | 812/547-7879 C. & M. Smith Restaurants Inc |
| 3132 Wabash Ave | Terre Haute | IN | 47803 | 812/234-4307 Bell Indiana LLC |
| 3636 S. Us Highway 41 | Terre Haute | IN | 47802 | 812/234-5455 Bell Indiana LLC |
| 2105 Lafayette Ave | Terre Haute | IN | 47805 | 812/466-6875 Bell Indiana LLC |
| 2319 S. State Road 46 | Terre Haute | IN | 47803 | 812/234-6386 Bell Indiana LLC |
| 925 East Jefferson | Tipton | IN | 46072 | 765/675-6632 K-Mac Enterprises Inc. |
| 1808 Calumet | Valparaiso | IN | 46383 | 219/465-7774 Bell Missouri LLC |
| 2110 Morthland Dr | Valparaiso | IN | 46383 | 219/531-1070 Bell Missouri LLC |
| 608 South Adams Street | Versailles | IN | 47042 | 812/609-4010 AG Bells LLC |
| 2326 N 6th Street | Vincennes | IN | 47591 | 812/882-2961 Bell Indiana LLC |
| 2701 Hart Street | Vincennes | IN | 47591 | 812/886-9247 Bell Indiana LLC |
| 917 N Cass St | Wabash | IN | 46992 | 260/563-0140 Bells and Birds Inc. |
| 2924 Frontage Rd | Warsaw | IN | 46580 | 574/269-1119 Delight TB Indiana 4 LLC |
| 534 West 300 North | Warsaw | IN | 46582 | 574/267-1661 Delight TB Indiana 3 LLC |
| 1515 E National Hwy | Washington | IN | 47501 | 812/254-4631 Bell Indiana LLC |
| 135 S Chauncey Ave Ste 2H | West Lafayette | IN | 47906 | 765/743-4433 K-Mac Enterprises Inc. |
| 1016 West Sagamore | West Lafayette | IN | 47906 | 765/463-1010 K-Mac Enterprises Inc. |
| 965 Tournament Trail | Westfield | IN | 46074 | 317/867-0049 Bell Indiana LLC |

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| 6430 Center Dr | Whitestown | IN | 46075 | 317/769-5244 Bell Indiana LLC |
| 951 E Greenville Pike | Winchester | IN | 47394 | 765/584-6000 K-Mac Enterprises Inc. |
| 7734 E. 109TH AVE | Winfield | IN | 46307 | 219/663-4752 Natron Corporation |
| 336 S Andover Rd | Andover | KS | 67002 | 316/733-5562 TB Of America Inc. |
| 1745 North Summit Street | Arkansas City | KS | 67005 | 620/442-1144 TB Of America Inc. |
| 937 Main St. | Atchison | KS | 66002 | 913/203-4929 KC Bell Inc. |
| 620 W 7th Ave. | Augusta | KS | 67010 | 316/775-0400 TB Of America Inc. |
| 126 Highway 56 | Baldwin City | KS | 66006 | 785/594-3620 TB Of America Inc. |
| 14 North 130th | Bonner Springs | KS | 66012 | 913/721-1311 FQSR LLC (dba KBP Foods) |
| 1616 West 11th Street | Coffeyville | KS | 67337 | 620/251-3333 TB Of America Inc. |
| 957 N Buckner | Derby | KS | 67037 | 316/788-5500 TB Of America Inc. |
| 2127North Rock Road | Derby | KS | 67037 | 316/789-0899 TB Of America Inc. |
| 708 West Wyatt Earp Road | Dodge City | KS | 67801 | 620/225-7703 TB Of America Inc. |
| 721 North Main Street | El Dorado | KS | 67042 | 316/320-1600 TB Of America Inc. |
| 1407 W Sixth Avenue | Emporia | KS | 66801 | 620/343-7990 KC Bell Inc. |
| 2807 Eaglecrest Drive | Emporia | KS | 66801 | 620/342-8545 KC Bell Inc. |
| 2305 South Main | Fort Scott | KS | 66701 | 620/223-6731 TB Of America Inc. |
| 2408 East Kansas Ave | Garden City | KS | 67846 | 620/275-4411 J.P.M. Inc. |
| 651 East Main Street | Gardner | KS | 66030 | 913/856-6299 Mitra Midwest Operations LLC |
| 20075 West Kellogg Drive | Goddard | KS | 67052 | 316/794-2250 TB Of America Inc. |
| 3607 West 10th Street | Great Bend | KS | 67530 | 620/792-7449 TB Of America Inc. |
| 1730 Vine Street | Hays | KS | 67601 | 785/623-4611 TB Of America Inc. |
| 105 US Highway 75 | Holton | KS | 66436 | 785/364-1989 TB Of America Inc. |
| 412 E 4th Ave | Hutchinson | KS | 67501 | 620/665-8863 Shaban Ghassan |
| 1203 E 30th St | Hutchinson | KS | 67502 | 620/665-8823 Shaban Ghassan |
| 305 N 8th St | Independence | KS | 67301 | 620/331-8265 TB Of America Inc. |
| 1602 North State Street | Iola | KS | 66749 | 620/365-6820 TB Of America Inc. |
| 631 E Chestnut St | Junction City | KS | 66441 | 785/238-7388 TB Of America Inc. |
| 407 W. 18th Street | Junction City | KS | 66441 | 785/238-2262 TB Of America Inc. |
| 3651 State Avenue | Kansas City | KS | 66102 | 913/321-6680 Royal City Bell LLC |
| 7337 State Ave | Kansas City | KS | 66112 | 913/334-6047 Royal City Bell LLC |
| 3948 Rainbow Blvd | Kansas City | KS | 66103 | 913/384-5133 Royal City Bell LLC |
| 4401 Shawnee Drive | Kansas City | KS | 66106 | 913/236-7590 FQSR LLC (dba KBP Foods) |
| 10540 Parallel Parkway | Kansas City | KS | 66109 | 913/328-1203 Royal City Bell LLC |
| 635 S 7th St | Kansas City | KS | 66105 | 913/281-4109 FQSR LLC (dba KBP Foods) |

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| 102 E 14TH ST | Larned | KS | 67550 | 620/285-0020 TB Of America Inc. |
| 1408 W 23rd St | Lawrence | KS | 66046 | 785/843-7711 KC Bell Inc. |
| 1220 W 6th St | Lawrence | KS | 66044 | 785/749-0601 KC Bell Inc. |
| 4721 Bauer Farm Drive | Lawrence | KS | 66049 | 785/832-8874 KC Bell Inc. |
| 2925 S 4th St. | Leavenworth | KS | 66048 | 913/682-2171 Royal City Bell LLC |
| 12291 W 87th St | Lenexa | KS | 66215 | 913/492-5513 Royal City Bell LLC |
| 9600 Quivira Rd. | Lenexa | KS | 66215 | 913/599-1309 Royal City Bell LLC |
| 16130 W 87th Street | Lenexa | KS | 66219 | 913/307-9958 Royal City Bell LLC |
| 1720 North Kansas Ave | Liberal | KS | 67901 | 620/624-1349 TB Of America Inc. |
| 4000 North Maize Road | Maize | KS | 67101 | 316/722-5092 TB Of America Inc. |
| 1155 Westport Road | Manhattan | KS | 66502 | 785/539-1225 TB Of America Inc. |
| 1009 Limey Pointe | Manhattan | KS | 66502 | 785/539-8020 TB Of America Inc. |
| 1153 Pony Express Highway | Marysville | KS | 66508 | 785/629-8325 TB Of America Inc. |
| 2115 East Kansas Avenue | McPherson | KS | 67460 | 620/241-0820 TB Of America Inc. |
| 5930 Ikea Way | Merriam | KS | 66203 | 913/262-4562 Royal City Bell LLC |
| 1255 N. Rock Road | Mulvane | KS | 67110 | 316/777-9104 TB Of America Inc. |
| 1403 North Main | Newton | KS | 67114 | 316/283-5510 TB Of America Inc. |
| 16600 W 135th St | Olathe | KS | 66062 | 913/782-1546 Royal City Bell LLC |
| 14880 South Harrison | Olathe | KS | 66061 | 913/764-3674 Royal City Bell LLC |
| 12075 S. Blackbob Rd. | Olathe | KS | 66062 | 913/397-6535 Royal City Bell LLC |
| 1117 E. Santa Fe St. | Olathe | KS | 66061 | 913/829-0147 Royal City Bell LLC |
| 15109 W. 151st St. | Olathe | KS | 66062 | 913/764-0014 Royal City Bell LLC |
| 10546 S Ridgeview | Olathe | KS | 66061 | 913/361-0005 Royal City Bell LLC |
| 2304 Princeton St | Ottawa | KS | 66067 | 785/242-9032 KC Bell Inc. |
| 12208 College Blvd | Overland Park | KS | 66210 | 913/338-1402 Royal City Bell LLC |
| 9690 Metcalf Ave. | Overland Park | KS | 66212 | 913/383-2452 Royal City Bell LLC |
| 8559 West 135th St. | Overland Park | KS | 66223 | 913/685-0640 Royal City Bell LLC |
| 10107 W. 75th Street | Overland Park | KS | 66204 | 913/962-0165 Royal City Bell LLC |
| 8000 W. 151st St. | Overland Park | KS | 66223 | 913/851-8126 Royal City Bell LLC |
| 7100 W. 119th St | Overland Park | KS | 66213 | 913/338-3111 KBP Bells LLC |
| 201 South Angela Street | Paola | KS | 66071 | 913/294-2555 FQSR LLC (dba KBP Foods) |
| 950 Connolly Ct | Park City | KS | 67219 | 316/744-6221 TB Of America Inc. |
| 301 N. 16th Street | Parsons | KS | 67357 | 620/423-3003 K-Mac Enterprises Inc. |
| 1115 S Broadway St | Pittsburg | KS | 66762 | 620/232-9170 TB Of America Inc. |
| 2007 E 1st St | Pratt | KS | 67124 | 620/672-2946 TB Of America Inc. |

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| 5004 Roe Blvd. | Roeland Park | KS | 66205 | 913/432-9210 Royal City Bell LLC |
| 1700 W Crawford | Salina | KS | 67401 | 785/825-6414 TB Of America Inc. |
| 1040 E Iron Ave | Salina | KS | 67401 | 785/826-9866 TB Of America Inc. |
| 2305 S 9th St | Salina | KS | 67401 | 785/823-2854 TB Of America Inc. |
| 12014 Shawnee Mission Pkwy. | Shawnee Mission | KS | 66216 | 913/631-7114 Royal City Bell LLC |
| 101 S E 29th Street | Topeka | KS | 66605 | 785/267-3239 TB Of America Inc. |
| 2013 NW Topeka Blvd | Topeka | KS | 66608 | 785/234-6293 TB Of America Inc. |
| 1560 S.w. Wanamaker Rd | Topeka | KS | 66604 | 785/273-1608 TB Of America Inc. |
| 1180 E. 16th Street | Wellington | KS | 67152 | 620/326-3666 TB Of America Inc. |
| 3725 E Harry | Wichita | KS | 67218 | 316/685-5665 TB Of America Inc. |
| 1919 W 21st St N | Wichita | KS | 67203 | 316/838-1003 TB Of America Inc. |
| 2230 North Rock Rd | Wichita | KS | 67226 | 316/684-1515 TB Of America Inc. |
| 422 East 47th South | Wichita | KS | 67216 | 316/524-9515 TB Of America Inc. |
| 2432 S Seneca | Wichita | KS | 67217 | 316/267-4440 TB Of America Inc. |
| 5808 E Central | Wichita | KS | 67208 | 316/684-7165 TB Of America Inc. |
| 7301 West 21st Street | Wichita | KS | 67205 | 316/729-1885 TB Of America Inc. |
| 328 S West St | Wichita | KS | 67213 | 316/943-1340 TB Of America Inc. |
| 11877 E Kellogg | Wichita | KS | 67207 | 316/686-9400 TB Of America Inc. |
| 6515 E 37th St N | Wichita | KS | 67226 | 316/682-1493 TB Of America Inc. |
| 3455 South Meridian. | Wichita | KS | 67217 | 316/943-1865 TB Of America Inc. |
| 8979 W Central | Wichita | KS | 67212 | 316/722-1919 TB Of America Inc. |
| 1695 S Webb Rd | Wichita | KS | 67207 | 316/686-1992 TB Of America Inc. |
| 2011 Main Street | Winfield | KS | 67156 | 620/229-9099 TB Of America Inc. |
| 7101 Alexandria Pike | Alexandria | KY | 41001 | 859/448-0639 AG Bells LLC |
| 410 Russell Rd | Ashland | KY | 41101 | 606/325-0619 Charter Central LLC |
| 2850 Winchester Ave | Ashland | KY | 41101 | 606/324-5882 Charter Central LLC |
| 9309 U.S. Highway 60 | Ashland | KY | 41102 | 606/928-8944 Knipp Doug |
| 1200 South US Hwy 25E | Barbourville | KY | 40906 | 606/545-6259 Charter Foods Inc. |
| 171 W. John Rowan Blvd. | Bardstown | KY | 40004 | 502/349-6699 ABTB Louisville LLC |
| 3818 E. John Rowan Blvd | Bardstown | KY | 40004 | 502/349-9170 ABTB Louisville LLC |
| 1110 North Main | Beaver Dam | KY | 42320 | 270/274-5785 Future Restaurants LLC |
| 119 Brentwood | Berea | KY | 40403 | 859/986-1732 Charter Foods Inc. |
| 1162 31w Bypass | Bowling Green | KY | 42101 | 270/781-1139 TB Of America Inc. |
| 2628 Scottsville Rd | Bowling Green | KY | 42104 | 270/796-8761 TB Of America Inc. |
| 1802 Russellville Rd. | Bowling Green | KY | 42101 | 270/846-9976 TB Of America Inc. |

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| 2460 Nashville Rd | Bowling Green | KY | 42101 | 270/393-2237 TB Of America Inc. |
| 1200 Bypass Rd Ste 6 | Brandenburg | KY | 40108 | 270/422-8035 C. & M. Smith Restaurants Inc |
| 57 Hospitality Lane | Cadiz | KY | 42211 | 270/522-1444 TYMATT LLC |
| 800 E Broadway St | Campbellsville | KY | 42718 | 270/789-4545 TB Of America Inc. |
| 47 Kinman Drive | Carrollton | KY | 41008 | 502/732-8531 C. & M. Smith Restaurants Inc |
| 1409 W Everly Brothers Blvd | Central City | KY | 42330 | 270/754-3445 Future Restaurants LLC |
| 14 Martha Layne Collins Blvd. | Cold Spring | KY | 41076 | 859/781-5859 AG Bells LLC |
| 899 Jamestown Road | Columbia | KY | 42728 | 270/384-2025 TB Of America Inc. |
| 1880 Cumberland Falls Highway | Corbin | KY | 40701 | 606/258-0097 Tacala Tennessee Corp. |
| 955 W Cumberland Gap Parkway | Corbin | KY | 40701 | 606/528-1503 Tacala Tennessee Corp. |
| 420 W 4th Street | Covington | KY | 41011 | 859/431-8226 AG Bells LLC |
| 609 Emily Drive | Crescent Springs | KY | 41017 | 859/331-1936 AG Bells LLC |
| 6521 Veterans Memorial Pkwy | Crestwood | KY | 40014 | 502/243-4280 C. & M. Smith Restaurants Inc |
| 905 U.S. Highway 27 South | Cynthiana | KY | 41031 | 859/234-6666 Mike and Teresa Inc. |
| 1428 Hustonville Rd | Danville | KY | 40422 | 859/238-7790 Charter Foods Inc. |
| 71 Broadway Street | Dry Ridge | KY | 41035 | 859/824-7604 Mike and Teresa Inc. |
| 1604 North Dixie Hwy | Elizabethtown | KY | 42701 | 270/765-2499 ABTB Louisville LLC |
| 105 Buffalo Creek Drive | Elizabethtown | KY | 42701 | 270/737-0369 J.R.S. Restaurant Corporation |
| 426 W. Dixie Hwy | Elizabethtown | KY | 42701 | 270/735-1625 ABTB Louisville LLC |
| 3200 Leitchfield Road | Elizabethtown | KY | 42701 | 270/737-2356 ABTB Louisville LLC |
| 3098 S Dixie Hwy | Erlanger | KY | 41018 | 859/331-4265 AG Bells LLC |
| 6724 Dixie Highway | Florence | KY | 41042 | 859/371-4884 AG Bells LLC |
| 7619 Mall Rd | Florence | KY | 41042 | 859/371-8804 AG Bells LLC |
| 8526 US Highway 42 | Florence | KY | 41042 | 859/371-5306 AG Bells LLC |
| 410 Mt Zion Road | Florence | KY | 41042 | 859/282-8494 AG Bells LLC |
| 3001 Bastogne Avenue | Fort Campbell | KY | 42223 | 270/439-6353 TYMATT LLC |
| 3400 Madison Pike | Fort Wright | KY | 41017 | 859/331-0639 AG Bells LLC |
| 355 Leonardwood Road | Frankfort | KY | 40601 | 502/223-1228 Charter Foods Inc. |
| 1582 Versailles Road | Frankfort | KY | 40601 | 502/848-0225 Charter Foods Inc. |
| 847 S Main St | Franklin | KY | 42134 | 270/586-5808 American Hospitality Corporati |
| 100 Finley Drive | Georgetown | KY | 40324 | 502/868-9608 Charter Foods Inc. |
| 1104 Lexington Road | Georgetown | KY | 40324 | 502/642-5001 Charter Foods Inc. |
| 380 N.I. Roger Wells Blvd. | Glasgow | KY | 42141 | 270/651-9164 TB Of America Inc. |
| 730 North Carol Malone Blvd | Grayson | KY | 41143 | 606/474-0121 Charter Foods Inc. |
| 1012 Old Highway 60 | Hardinsburg | KY | 40143 | 270/756-1823 Future Restaurants LLC |

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| 2880 Bell Street | Harlan | KY | 40831 | 606/573-6227 Tacala Tennessee Corp. |
| 609 College St. | Harrodsburg | KY | 40330 | 859/734-2652 Charter Foods Inc. |
| 137 Village Lane | Hazard | KY | 41701 | 606/436-3383 Charter Central LLC |
| 105 Black Gold Court | Hazard | KY | 41701 | 606/910-4009 Charter Central LLC |
| 3075 N Bend Rd | Hebron | KY | 41048 | 859/586-0310 AG Bells LLC |
| 1917 Us Hwy 41 N | Henderson | KY | 42420 | 270/831-2606 Bell Indiana LLC |
| 300 Lincoln Parkway | Hodgenville | KY | 42748 | 270/506-4225 ABTB Louisville LLC |
| 2629 Ft. Campbell Blvd | Hopkinsville | KY | 42240 | 270/885-1551 G.F. Enterprise IV LLC |
| 498 North Drive | Hopkinsville | KY | 42240 | 270/887-8609 G.F. Enterprise IV LLC |
| 2019 Centennial Blvd | Independence | KY | 41051 | 859/356-3900 AG Bells LLC |
| 2018 Main Street | Inez | KY | 41224 | 606/298-3887 Multi-Fast Food LLC |
| 382 Highway 15 North | Jackson | KY | 41339 | 606/666-7381 Knipp Doug |
| 9102 Taylorsville Rd | Jeffersontown | KY | 40299 | 502/499-2305 ABTB Louisville LLC |
| 103 W Crystal Dr | La Grange | KY | 40031 | 502/225-8226 C. & M. Smith Restaurants Inc |
| 1008 Bypass S | Lawrenceburg | KY | 40342 | 502/839-8933 Charter Foods Inc. |
| 780 W. Main Street | Lebanon | KY | 40033 | 270/692-0000 Charter Central LLC |
| 802 South Main Street | Leitchfield | KY | 42754 | 270/259-2857 Future Restaurants LLC |
| 320 New Circle Rd. N.W. | Lexington | KY | 40505 | 859/231-8367 Charter Foods Inc. |
| 2275 Nicholasville Rd | Lexington | KY | 40503 | 859/277-4281 Charter Foods Inc. |
| 1065 E New Circle Rd | Lexington | KY | 40505 | 859/231-6486 Charter Foods Inc. |
| 4191 Tates Creek Centre Rd | Lexington | KY | 40517 | 859/271-0536 Charter Foods Inc. |
| 1935 Plaudit Place | Lexington | KY | 40507 | 859/543-8876 Charter Foods Inc. |
| 1768 Sharkey Way | Lexington | KY | 40511 | 859/288-5270 Charter Foods Inc. |
| 2917 Richmond Road | Lexington | KY | 40509 | 859/335-1212 Charter Foods Inc. |
| 2323 VERSAILLES RD | Lexington | KY | 40504 | 859/254-0436 Charter Foods Inc. |
| 1970 Harrodsburg Road | Lexington | KY | 40503 | 859/327-3920 Charter Foods Inc. |
| 705 N Wallace Wilkinson Blvd | Liberty | KY | 42539 | 859/406-0430 Charter Foods Inc. |
| 60 Austin Lane | London | KY | 40741 | 606/657-9138 Tacala Tennessee Corp. |
| 127 King's Way | London | KY | 40741 | 606/878-0081 Tacala Tennessee Corp. |
| 100 Falls Creek Drive | Louisa | KY | 41230 | 606/638-2000 Sun Culinary LLC |
| 4910 Shelbyville Rd | Louisville | KY | 40207 | 502/893-6084 ABTB Louisville LLC |
| 108 E. Broadway | Louisville | KY | 40202 | 502/581-9270 ABTB Louisville LLC |
| 1069 Bardstown Rd | Louisville | KY | 40204 | 502/452-1450 ABTB Louisville LLC |
| 8602 Dixie Hwy | Louisville | KY | 40258 | 502/933-1439 ABTB Louisville LLC |
| 4643 Dixie Hwy | Louisville | KY | 40216 | 502/448-0023 ABTB Louisville LLC |

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|---------------------------|------------------|----|-------|--|
| 5414 Newcut Rd | Louisville | KY | 40214 | 502/368-4907 ABTB Louisville LLC |
| 6800 Bardstown Rd. | Louisville | KY | 40291 | 502/239-2131 ABTB Louisville LLC |
| 11206 Preston Hwy | Louisville | KY | 40229 | 502/968-5561 ABTB Louisville LLC |
| 3408 Preston Hwy | Louisville | KY | 40213 | 502/366-5719 ABTB Louisville LLC |
| 2801 W Broadway Ave | Louisville | KY | 40211 | 502/775-5523 ABTB Louisville LLC |
| 3950 Taylorsville Road | Louisville | KY | 40220 | 502/452-2355 C. & M. Smith Restaurants Inc |
| 4304 Outer Loop | Louisville | KY | 40219 | 502/969-1202 ABTB Louisville LLC |
| 10541 Fischer Park Drive | Louisville | KY | 40241 | 502/412-9133 ABTB Louisville LLC |
| 1805 Blankenbaker Parkway | Louisville | KY | 40299 | 502/240-5542 ABTB Louisville LLC |
| 12434 LaGrange Rd. | Louisville | KY | 40245 | 502/243-4806 ABTB Louisville LLC |
| 3520 Bardstown Rd. | Louisville | KY | 40218 | 502/479-1582 ABTB Louisville LLC |
| 6501 Paramount Park Dr. | Louisville | KY | 40213 | 502/966-9865 ABTB Louisville LLC |
| 3125 Poplar Level Rd. | Louisville | KY | 40213 | 502/637-1991 ABTB Louisville LLC |
| 10701 Dixie Hwy | Louisville | KY | 40272 | 502/933-8958 ABTB Louisville LLC |
| 1801 South Brook Street | Louisville | KY | 40208 | 502/637-9700 ABTB Louisville LLC |
| 6306 Greenwood Road | Louisville | KY | 40258 | 502/995-8465 ABTB Louisville LLC |
| 7420 Westport Road | Louisville | KY | 40222 | 502/805-6142 ABTB Louisville LLC |
| 21 Madison Square Dr | Madisonville | KY | 42431 | 270/825-1876 Bell Indiana LLC |
| 275 Highway 80 | Manchester | KY | 40962 | 606/599-0090 Charter Central LLC |
| 1023 Paris Rd | Mayfield | KY | 42066 | 270/247-4174 K-Mac Enterprises Inc. |
| 398 Market Square Drive | Maysville | KY | 41056 | 606/759-5821 AG Bells LLC |
| 1231 North 12th Street | Middlesboro | KY | 40965 | 606/242-2750 Tacala Tennessee Corp. |
| 12529 Shelbyville Rd | Middletown | KY | 40243 | 502/245-4051 ABTB Louisville LLC |
| 2060 N Main St | Monticello | KY | 42633 | 606/348-4049 Charter Foods Inc. |
| 300 Old Flemingsburg Rd | Morehead | KY | 40351 | 606/783-0444 Charter Foods Inc. |
| 716 US Hwy 60 East | Morganfield | KY | 42437 | 270/389-2630 K-Mac Enterprises Inc. |
| 213 Indian Mound Drive | Mount Sterling | KY | 40353 | 859/498-8032 Charter Foods Inc. |
| 1090 Richmond Street | Mount Vernon | KY | 40456 | 606/256-0066 Charter Foods Inc. |
| 149 Oakbrooke Drive | Mount Washington | KY | 40047 | 502/538-2708 C. & M. Smith Restaurants Inc |
| 402 N 12th St | Murray | KY | 42071 | 270/753-8758 Missouri Fiesta Inc. |
| 30 Carothers Rd | Newport | KY | 41071 | 859/491-2751 AG Bells LLC |
| 1011 N Main St | Nicholasville | KY | 40356 | 859/885-1693 Charter Foods Inc. |
| 4620 Frederica | Owensboro | KY | 42301 | 270/684-8517 Bell Indiana LLC |
| 2500 West Parrish Avenue | Owensboro | KY | 42301 | 270/686-8177 Bell Indiana LLC |
| 3335 Villa Point | Owensboro | KY | 42303 | 270/688-7919 Bell Indiana LLC |

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|--------------------------|------------------|----|-------|---|
| 3120 James Sanders Blvd | Paducah | KY | 42001 | 270/442-8226 Missouri Fiesta Inc. |
| 1525 Lone Oak Road | Paducah | KY | 42003 | 270/443-1997 Missouri Fiesta Inc. |
| 2921 Irvin Cobb Drive | Paducah | KY | 42003 | 270/444-7910 Chris E. Fowler |
| 603 N. Mayo Trail | Paintsville | KY | 41240 | 606/789-1153 Charter Foods Inc. |
| 304 Letton Drive | Paris | KY | 40361 | 859/987-2831 John R. Neal |
| 4368 North Mayo Trail | Pikeville | KY | 41501 | 606/432-1214 Charter Foods Inc. |
| 384 S Mayo Trail | Pikeville | KY | 41501 | 606/653-6572 Charter Foods Inc. |
| 740 N Lake Dr | Prestonsburg | KY | 41653 | 606/886-6001 Sun Culinary LLC |
| 302 Parkway Ave. | Princeton | KY | 42445 | 270/365-3055 K-Mac Enterprises Inc. |
| 311 S. Dixie Blvd. | Radcliff | KY | 40160 | 270/351-5554 ABTB Louisville LLC |
| 514 Eastern Bypass | Richmond | KY | 40475 | 859/625-1919 Charter Foods Inc. |
| 2173 Lexington Road | Richmond | KY | 40475 | 859/575-4798 Charter Foods Inc. |
| 305 S Hwy 127 | Russell Springs | KY | 42642 | 606/259-9575 Charter Foods Inc. |
| 590 N Main St | Russellville | KY | 42276 | 270/726-1826 American Hospitality Corporati |
| 357 Mountain Parkway | Salyersville | KY | 41465 | 606/767-5347 Charter Central LLC |
| 1751 Old Gallatin Rd | Scottsville | KY | 42164 | 270/239-8226 Charter Foods Inc. |
| 111 Boone Station Road | Shelbyville | KY | 40065 | 502/633-5991 ABTB Louisville LLC |
| 200 Mortown Way | Shelbyville | KY | 40065 | 502/647-4891 ABTB Louisville LLC |
| 120 N Joe B. Hall Ave. | Shepherdsville | KY | 40165 | 502/955-6912 ABTB Louisville LLC |
| 1961 East Blue Lick Road | Shepherdsville | KY | 40165 | 502/957-0460 ABTB Louisville LLC |
| 605 Main Street | Smiths Grove | KY | 42171 | 270/451-2591 Future Restaurants LLC |
| 229 S. Hwy 27 | Somerset | KY | 42501 | 606/679-5353 TB Of America Inc. |
| 29080 US Hwy 119 N | South Williamson | KY | 41503 | 606/237-0097 Charter Foods Inc. |
| 5067 Sandman Dr | Taylor Mill | KY | 41015 | 859/261-9845 FQSR LLC (dba KBP Foods) |
| 507 N Main St. | Tompkinsville | KY | 42167 | 270/407-5900 Charter Foods Inc. |
| 411 Lexington Rd | Versailles | KY | 40383 | 859/873-0472 Charter Foods Inc. |
| 211 Mary Grubbs Highway | Walton | KY | 41094 | 859/485-0250 Charter Foods Inc. |
| 16 Maple Street | Whitesburg | KY | 41858 | 606/633-0651 Neighborhood Taco LLC |
| 604 Hwy 92 W | Williamsburg | KY | 40769 | 606/549-0074 Tacala Tennessee Corp. |
| 110 April Way | Winchester | KY | 40391 | 859/745-6806 Charter Foods Inc. |
| 600 Veterans Memorial Dr | Abbeville | LA | 70510 | 337/893-8311 B & G Food Enterprises LLC |
| 3840 Alexandria Mall Dr | Alexandria | LA | 71301 | 318/442-6491 B & G Food Enterprises LLC |
| 626 Mac Arthur | Alexandria | LA | 71303 | 318/449-8800 B & G Food Enterprises LLC |
| 1104 West Oak | Amite | LA | 70422 | 985/748-8820 Southeast Restaurant Group - T |
| 14610 Plank Rd | Baker | LA | 70714 | 225/778-0207 B & G Food Enterprises LLC |

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|-----------------------------|----------------|----|-------|---|
| 1816 East Madison Street | Bastrop | LA | 71220 | 318/281-4589 B & G Food Enterprises LLC |
| 7541 Perkins Rd | Baton Rouge | LA | 70808 | 225/763-6657 B & G Food Enterprises LLC |
| 9656 Airline Hwy | Baton Rouge | LA | 70815 | 225/927-5266 B&G Capital & Gulf Coast Ventu |
| 9798 Greenwell Springs Rd | Baton Rouge | LA | 70814 | 225/928-0994 B&G Capital & Gulf Coast Ventu |
| 15295 George O'Neal Ln. | Baton Rouge | LA | 70817 | 225/752-0709 B&G Capital & Gulf Coast Ventu |
| 7212 Siegen Lane | Baton Rouge | LA | 70809 | 225/291-0377 B & G Food Enterprises LLC |
| 2040 O'Neal Lane | Baton Rouge | LA | 70816 | 225/751-4700 B & G Food Enterprises LLC |
| 3125 College Drive | Baton Rouge | LA | 70808 | 225/216-1861 B&G Capital & Gulf Coast Ventu |
| 3709 Hollywood Street | Baton Rouge | LA | 70805 | 225/358-9552 KT of Baton Rouge LLC |
| 122 Lobdell Avenue | Baton Rouge | LA | 70806 | 225/925-9209 KT of Baton Rouge LLC |
| 6895 Airline Highway | Baton Rouge | LA | 70805 | 225/357-7873 KT of Baton Rouge LLC |
| 2313 Sherwood Forest Blvd. | Baton Rouge | LA | 70816 | 225/272-9804 B&G Capital & Gulf Coast Ventu |
| 4220 Burbank Dr | Baton Rouge | LA | 70808 | 225/763-6881 B & G Food Enterprises LLC |
| 11991 Hooper Rd. | Baton Rouge | LA | 70818 | 225/261-0457 B&G Capital & Gulf Coast Ventu |
| 10623 Burbank Drive | Baton Rouge | LA | 70810 | 225/767-5240 B & G Food Enterprises LLC |
| 7976 Highway 23 | Belle Chasse | LA | 70037 | 504/392-4092 Southeast Restaurant Group - T |
| 205 B Superior Avenue | Bogalusa | LA | 70427 | 985/732-7882 B & G Food Enterprises LLC |
| 4100 Industrial Dr | Bossier City | LA | 71112 | 318/747-4728 Helm Ops Inc. |
| 2601 Viking Drive | Bossier City | LA | 71111 | 318/742-0960 Helm Ops Inc. |
| 1990 Airline Dr | Bossier City | LA | 71112 | 318/747-2426 Helm Ops Inc. |
| 501 Stockwell Road | Bossier City | LA | 71111 | 318/841-0030 Helm Ops Inc. |
| 4960 Barksdale Blvd | Bossier City | LA | 71112 | 318/746-6970 Helm Ops Inc. |
| 5500 Airline Dr | Bossier City | LA | 71111 | 318/588-5155 Helm Ops Inc. |
| 14130 Highway 90 | Boutte | LA | 70039 | 985/758-1386 B & G Food Enterprises LLC |
| 1409 Rees St | Breaux Bridge | LA | 70517 | 337/332-6834 B & G Food Enterprises LLC |
| 1209 Albertson Parkway | Broussard | LA | 70518 | 337/837-9779 B & G Food Enterprises LLC |
| 3924 NE Evangeline Trwy | Carencro | LA | 70520 | 337/896-6538 B & G Lafayette Ventures LLC |
| 8317 W. Judge Perez | Chalmette | LA | 70043 | 504/277-4257 B & G Food Enterprises LLC |
| 69368A Highway 21 | Covington | LA | 70433 | 985/809-2195 Southeast Restaurant Group - T |
| 1004 Ronald Reagan Highway | Covington | LA | 70434 | 985/892-4675 Southeast Restaurant Group - T |
| 19290 19th Avenue | Covington | LA | 70433 | 985/809-8698 Southeast Restaurant Group - T |
| 2408 North Parkerson Avenue | Crowley | LA | 70526 | 337/783-9828 B & G Food Enterprises LLC |
| 418 Florida Blvd | Denham Springs | LA | 70726 | 225/665-3491 B&G Capital & Gulf Coast Ventu |
| 31618 LA Highway 16 | Denham Springs | LA | 70726 | 225/791-7784 B&G Capital & Gulf Coast Ventu |
| 27750 Juban Rd | Denham Springs | LA | 70726 | 225/304-5334 B & G Food Enterprises LLC |

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|--------------------------------|----------------|----|-------|---|
| 411 N Pine St | Deridder | LA | 70634 | 337/463-7695 B & G Food Enterprises LLC |
| 1525 Marchand Drive | Donaldsonville | LA | 70346 | 225/473-7622 B&G Capital & Gulf Coast Ventu |
| 2121 W Laurel | Eunice | LA | 70535 | 337/457-3408 B & G Food Enterprises LLC |
| 1230 Washington St. | Franklinton | LA | 70438 | 985/839-6418 B & G Food Enterprises LLC |
| 1202 N. Airline Hwy. | Gonzales | LA | 70737 | 225/644-7219 B&G Capital & Gulf Coast Ventu |
| 1928 West Highway 30 | Gonzales | LA | 70737 | 225/644-5159 B&G Capital & Gulf Coast Ventu |
| 141 Linda Ann Avenue | Gray | LA | 70359 | 985/851-7782 B & G Food Enterprises LLC |
| 62B Westbank Expressway | Gretna | LA | 70053 | 504/368-3370 Southeast Restaurant Group - T |
| 2025 W Thomas St. | Hammond | LA | 70401 | 985/345-1971 Southeast Restaurant Group - T |
| 1977 SW Railroad Ave | Hammond | LA | 70403 | 985/549-0034 Southeast Restaurant Group - T |
| 14109 University Avenue | Hammond | LA | 70401 | 985/542-0009 Southeast Restaurant Group - T |
| 1740 Manhattan Blvd. | Harvey | LA | 70058 | 504/374-0972 Southeast Restaurant Group - T |
| 1107 Grand Caillou Rd | Houma | LA | 70363 | 985/851-4334 B & G Food Enterprises LLC |
| 1228 Saint Charles Street | Houma | LA | 70360 | 985/851-6218 B & G Food Enterprises LLC |
| 5974 W Main St | Houma | LA | 70360 | 985/868-1930 B & G Food Enterprises LLC |
| 1117 S Clearview Pkwy | Jefferson | LA | 70121 | 504/733-4428 Southeast Restaurant Group - T |
| 1719 Elton Rd | Jennings | LA | 70546 | 337/824-7045 B & G Food Enterprises LLC |
| 3302 Williams Blvd | Kenner | LA | 70065 | 504/443-3565 Southeast Restaurant Group - T |
| 3012 Loyola Drive | Kenner | LA | 70065 | 504/461-8280 Southeast Restaurant Group - T |
| 500 West Airline Highway | La Place | LA | 70068 | 985/652-1703 B & G Food Enterprises LLC |
| 2406 W Congress St | Lafayette | LA | 70506 | 337/234-1251 B & G Lafayette Ventures LLC |
| 1422 Johnston St | Lafayette | LA | 70503 | 337/237-5163 B & G Lafayette Ventures LLC |
| 1935 West Pinhook Road | Lafayette | LA | 70508 | 337/266-5857 B & G Lafayette Ventures LLC |
| 3630 Ambassador Caffery Pkwy | Lafayette | LA | 70503 | 337/406-9106 B & G Lafayette Ventures LLC |
| 3103 Louisiana Ave. | Lafayette | LA | 70501 | 337/237-7425 B & G Lafayette Ventures LLC |
| 2317 Kaliste Saloom Road | Lafayette | LA | 70508 | 337/989-8659 B & G Lafayette Ventures LLC |
| 728 E Prien Lake Rd | Lake Charles | LA | 70601 | 337/478-6181 B & G Food Enterprises LLC |
| 4305 Nelson Rd | Lake Charles | LA | 70605 | 337/479-1111 B & G Food Enterprises LLC |
| 3407 Gerstner Memorial Blvd | Lake Charles | LA | 70607 | 337/478-2551 B & G Food Enterprises LLC |
| 1325 N. Martin Luther King Hwy | Lake Charles | LA | 70601 | 337/433-6212 B & G Food Enterprises LLC |
| 13926 West Main Street | Larose | LA | 70373 | 985/693-6767 B & G Food Enterprises LLC |
| 1145 Entrance Rd | Leesville | LA | 71446 | 337/537-3291 B & G Food Enterprises LLC |
| 1802 South 5th Street | Leesville | LA | 71446 | 337/238-0097 B & G Food Enterprises LLC |
| 2055 Florida St | Mandeville | LA | 70448 | 985/626-4655 Southeast Restaurant Group - T |
| 312 Tunica Dr E | Marksville | LA | 71351 | 318/253-0081 B & G Food Enterprises LLC |

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|------------------------------------|--------------|----|-------|---|
| 5141 Lapalco Blvd | Marrero | LA | 70072 | 504/341-5367 Southeast Restaurant Group - T |
| 4212 East Judge Perez Drive | Meraux | LA | 70075 | 504/682-2970 B & G Food Enterprises LLC |
| 4713 Veterans Memorial Blvd | Metairie | LA | 70006 | 504/885-4718 Southeast Restaurant Group - T |
| 3840 Veterans Memorial Blvd | Metairie | LA | 70002 | 504/888-4633 Southeast Restaurant Group - T |
| 6715 Airline Dr | Metairie | LA | 70003 | 504/733-0780 Southeast Restaurant Group - T |
| 1805 Veterans Memorial Blvd (East) | Metairie | LA | 70005 | 504/832-9070 Southeast Restaurant Group - T |
| 1601 Airline Dr | Metairie | LA | 70001 | 504/833-5786 Southeast Restaurant Group - T |
| 8817 West Veterans Memorial Blvd | Metairie | LA | 70003 | 504/469-6948 Southeast Restaurant Group - T |
| 1180 Homer Rd | Minden | LA | 71055 | 318/371-2592 Helm Ops Inc. |
| 900 Sterlington Rd | Monroe | LA | 71203 | 318/343-9797 Imperial Associates L.L.C. |
| 1510 Martin Luther King Dr. | Monroe | LA | 71202 | 318/322-1877 Imperial Associates L.L.C. |
| 1079R Highway 90 E | Morgan City | LA | 70380 | 985/395-9811 B & G Food Enterprises LLC |
| 1005 Greenwood St. | Morgan City | LA | 70380 | 985/702-9005 B & G Food Enterprises LLC |
| 396 Sam Houston Jones Pkwy | Moss Bluff | LA | 70611 | 337/217-1330 B & G Food Enterprises LLC |
| 127 South Dr | Natchitoches | LA | 71457 | 318/352-1509 B & G Food Enterprises LLC |
| 824 E. Admiral Doyle Drive | New Iberia | LA | 70560 | 337/364-6636 B & G Food Enterprises LLC |
| 4300 General Degaulle Dr. | New Orleans | LA | 70131 | 504/391-6930 Southeast Restaurant Group - T |
| 6009 Bullard Ave. | New Orleans | LA | 70128 | 504/240-6374 West Quality Food Service Inc |
| 4603 Chef Menteur Hwy | New Orleans | LA | 70126 | 504/283-9006 B & G Food Enterprises LLC |
| 2800 S Claiborne Ave | New Orleans | LA | 70115 | 504/891-9301 B & G Food Enterprises LLC |
| 2169 Robert E. Lee Boulevard | New Orleans | LA | 70122 | 504/399-8739 B & G Food Enterprises LLC |
| 2300 False River Drive | New Roads | LA | 70760 | 225/713-3310 B & G Food Enterprises LLC |
| 605 Creswell Ln | Opelousas | LA | 70570 | 337/948-3850 Southeast Restaurant Group - T |
| 64113 Hwy 1090 | Pearl River | LA | 70452 | 985/863-7523 Southeast Restaurant Group - T |
| 3200 Monroe Hwy | Pineville | LA | 71360 | 318/640-3480 B & G Food Enterprises LLC |
| 2399 Hwy 28 East | Pineville | LA | 71360 | 318/561-4280 B & G Food Enterprises LLC |
| 24529 Highway 1 | Plaquemine | LA | 70764 | 225/320-3206 B & G Food Enterprises LLC |
| 1011 Highway 51 North | Ponchatoula | LA | 70454 | 985/386-0042 Southeast Restaurant Group - T |
| 2830 N. Westport Drive | Port Allen | LA | 70767 | 225/346-1148 TACI Investments Inc. |
| 17297 Airline Highway. | Prairieville | LA | 70769 | 225/673-8223 B&G Capital & Gulf Coast Ventu |
| 4720 Hwy 1 | Raceland | LA | 70394 | 985/537-3054 B & G Food Enterprises LLC |
| 1049 Church Point Highway | Rayne | LA | 70578 | 337/334-7745 B & G Food Enterprises LLC |
| 301 W California Ave. | Ruston | LA | 71270 | 318/255-6925 Imperial Associates L.L.C. |
| 2103 Farmerville Hwy | Ruston | LA | 71270 | 318/254-8582 Imperial Associates L.L.C. |
| 119 Ambassador Caffrey Pkwy | Scott | LA | 70583 | 337/261-1084 B & G Lafayette Ventures LLC |

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| 1630 E Bert Kouns Loop | Shreveport | LA | 71105 | 318/798-2787 Helm Ops Inc. |
| 645 E. Kings Highway | Shreveport | LA | 71105 | 318/865-1316 Helm Ops Inc. |
| 6810 Pines Rd | Shreveport | LA | 71129 | 318/688-6078 Helm Ops Inc. |
| 1911 North Market | Shreveport | LA | 71107 | 318/222-3642 Helm Ops Inc. |
| 105 East Bert Kouns | Shreveport | LA | 71106 | 318/687-3944 Helm Ops Inc. |
| 9424 Mansfield Rd | Shreveport | LA | 71118 | 318/686-1850 Helm Ops Inc. |
| 1120 Kings Hwy | Shreveport | LA | 71104 | 318/459-3934 Helm Ops Inc. |
| 4520 Northport Blvd | Shreveport | LA | 71107 | 318/929-3447 Helm Ops Inc. |
| 1681 Gause Blvd | Slidell | LA | 70458 | 985/649-2722 B & G Food Enterprises LLC |
| 155 Northshore Blvd | Slidell | LA | 70460 | 985/646-0040 Southeast Restaurant Group - T |
| 2508 Old Spanish Trail | Slidell | LA | 70461 | 985/641-5305 B & G Food Enterprises LLC |
| 1600 S Arkansas Street | Springhill | LA | 71075 | 318/539-2578 Helm Ops Inc. |
| 10384 East Airline Hwy | St Rose | LA | 70087 | 504/468-8580 B & G Food Enterprises LLC |
| 2040 Ruth St | Sulphur | LA | 70663 | 337/528-2265 B & G Food Enterprises LLC |
| 215 S Cities Service Hwy | Sulphur | LA | 70663 | 337/626-8226 B & G Food Enterprises LLC |
| 2640 Belle Chase Hwy | Terrytown | LA | 70056 | 504/394-7584 Southeast Restaurant Group - T |
| 377 N Canal Blvd | Thibodaux | LA | 70301 | 985/446-5791 B & G Food Enterprises LLC |
| 28455 Walker Rd S | Walker | LA | 70785 | 225/667-7119 B&G Capital & Gulf Coast Ventu |
| 212 Thomas Rd | West Monroe | LA | 71291 | 318/322-7821 Imperial Associates L.L.C. |
| 5322 Cypress Street | West Monroe | LA | 71291 | 318/397-5180 Imperial Associates L.L.C. |
| 1001 Westbank Expressway | Westwego | LA | 70094 | 504/341-6909 KT of Baton Rouge LLC |
| 3441 Front Street | Winnsboro | LA | 71295 | 318/435-3666 B & G Food Enterprises LLC |
| 3100 E. Milton Ave | Youngsville | LA | 70592 | 337/856-2693 B & G Food Enterprises LLC |
| 4608 Highway 19 | Zachary | LA | 70791 | 225/658-8008 B&G Capital & Gulf Coast Ventu |
| 79 Market Dr | Athol | MA | 01331 | 978/248-8089 Charter Foods North LLC |
| 514 Washington St | Attleboro | MA | 02703 | 508/399-6138 L/M TacoMA Inc. |
| 820 Southbridge St. | Auburn | MA | 01501 | 508/832-5943 Charter Foods North LLC |
| 4 SANDY POND RD | Ayer | MA | 01432 | 978/772-2376 Charter Foods North LLC |
| 485 Boston Road | Billerica | MA | 01821 | 978/663-3333 Frederick P. Gallant |
| 76 Summer Street | Boston | MA | 02110 | 857/990-1482 G.F. Enterprise LLC |
| 218 Broad St | Bridgewater | MA | 02324 | 508/697-8436 D.E. Foods LLC |
| 675 Belmont St | Brockton | MA | 02301 | 508/588-2400 L/M TacoMA Inc. |
| 875 N Montello St | Brockton | MA | 02301 | 508/580-9956 D.E. Foods LLC |
| 872 Commonwealth Avenue | Brookline | MA | 02467 | 617/906-7204 Cantina Hospitality LLC |
| 1471 Memorial Drive | Chicopee | MA | 01020 | 413/532-6583 G.F. Enterprise LLC |

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|---------------------------|-----------------|----|-------|---|
| 186 Endicott Street | Danvers | MA | 01923 | 978/777-1204 Charter Foods North LLC |
| 124 Providence Highway | East Walpole | MA | 02032 | 508/668-9501 L/M TacoMA Inc. |
| 3015 Cranberry Hwy | East Wareham | MA | 02538 | 508/295-9776 Dave Evans |
| 1683 Revere Beach Pkwy | Everett | MA | 02149 | 617/389-3338 G.F. Enterprise LLC |
| 33 Alden Road | Fairhaven | MA | 02719 | 508/984-0415 L/M TacoMA Inc. |
| 195 Marianno Bishop Blvd | Fall River | MA | 02721 | 508/677-0929 Fall River Taco Inc. |
| 150 Plymouth Ave | Fall River | MA | 02721 | 774/294-0780 L/M TacoMA Inc. |
| 325 John Fitch Hwy | Fitchburg | MA | 01420 | 978/348-2444 G.F. Enterprise LLC |
| 149 Cochituate Rd | Framingham | MA | 01701 | 508/875-1011 D.E. Foods LLC |
| 420 W Central St | Franklin | MA | 02038 | 508/520-1314 L/M TacoMA Inc. |
| 8 Pearson Blvd | Gardner | MA | 01440 | 978/630-2011 John F. Arsenault |
| 242 Mohawk Trail | Greenfield | MA | 01301 | 413/774-7869 Franchise Management Investors |
| 348 Russell Street | Hadley | MA | 01035 | 413/584-2391 G.F. Enterprise LLC |
| 31 Plaistow Rd. #35 | Haverhill | MA | 01830 | 978/372-8107 Charter Foods North LLC |
| 280 Main Street | Haverhill | MA | 01830 | 978/372-4174 Charter Foods North LLC |
| 2199 Northampton St | Holyoke | MA | 01040 | 413/536-5863 G.F. Enterprise LLC |
| 282 Washington Street | Hudson | MA | 01749 | 978/567-0646 D.E. Foods LLC |
| 314 Barnstable Road | Hyannis | MA | 02601 | 508/775-9716 Dave Evans |
| 79 Winthrop Avenue | Lawrence | MA | 01843 | 978/794-0273 Charter Foods North LLC |
| 24 Sack Blvd. | Leominster | MA | 01453 | 978/466-5180 G.F. Enterprise LLC |
| 1720 Middlesex Street | Lowell | MA | 01851 | 978/458-1883 Frederick P. Gallant |
| 343 Center Street | Ludlow | MA | 01056 | 413/583-4329 G.F. Enterprise LLC |
| 124 Boston St | Lynn | MA | 01904 | 781/593-2395 Charter Foods North LLC |
| 773 Boston Post Road East | Marlborough | MA | 01752 | 508/229-0549 Charter Foods North LLC |
| 212 Haverhill Street | Methuen | MA | 01844 | 978/689-4559 D.E. Foods LLC |
| 85 Coggeshall St | New Bedford | MA | 02746 | 508/992-0938 L/M TacoMA Inc. |
| 78 N Dartmouth Mall | North Dartmouth | MA | 02747 | 508/992-3600 North Dartmouth Taco Inc. |
| 203 King Street | Northampton | MA | 01060 | 413/582-0271 Cantina Hospitality LLC |
| 48 Washington St | Norwell | MA | 02061 | 781/982-0711 L/M TacoMA Inc. |
| 156 Church St | Pembroke | MA | 02359 | 781/826-6083 L/M TacoMA Inc. |
| 555 Hubbard Ave | Pittsfield | MA | 01201 | 413/442-1007 Hospitality Syracuse Inc. |
| 4 Plaza Way | Plymouth | MA | 02360 | 508/732-4129 Charter Foods North LLC |
| 707 Hancock St | Quincy | MA | 02170 | 617/471-4742 D.E. Foods LLC |
| 600 South Street | Raynham | MA | 02767 | 508/823-5214 Raynham Taco Inc. |
| 339 Squire Road | Revere | MA | 02151 | 781/485-0286 G.F. Enterprise LLC |

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|------------------------------|------------------|----|-------|--|
| 267 Highland Ave | Salem | MA | 01970 | 978/740-9933 Charter Foods North LLC |
| 421 Broadway | Saugus | MA | 01906 | 781/231-1706 Charter Foods North LLC |
| 11 Commerce Way | Seekonk | MA | 02771 | 508/336-8005 L/M TacoMA Inc. |
| 21 S Quinsigamond Ave | Shrewsbury | MA | 01545 | 508/755-2543 D.E. Foods LLC |
| 456 Sumner Ave | Springfield | MA | 01108 | 413/739-8674 G.F. Enterprise LLC |
| 633 Liberty St. | Springfield | MA | 01104 | 413/734-8586 G.F. Enterprise LLC |
| 1264 Boston Road | Springfield | MA | 01119 | 413/426-9636 G.F. Enterprise LLC |
| 2433 Main Street | Springfield | MA | 01104 | 413/858-7171 G.F. Enterprise LLC |
| 464 Breckwood Blvd | Springfield | MA | 01109 | 413/726-2257 G.F. Enterprise LLC |
| 265 Washington Street | Stoughton | MA | 02072 | 781/297-0971 D.E. Foods LLC |
| 700 County Street | Taunton | MA | 02780 | 774/226-9298 L/M TacoMA Inc. |
| 118 West Street | Ware | MA | 01082 | 413/967-4898 Charter Foods North LLC |
| 71 E. Main St. | Webster | MA | 01570 | 508/671-0134 Charter Foods North LLC |
| 1560 VFW Parkway | West Roxbury | MA | 02132 | 617/327-2645 Charter Foods North LLC |
| 298 Memorial Ave | West Springfield | MA | 01089 | 413/739-7388 G.F. Enterprise LLC |
| 25 Morgan Road | West Springfield | MA | 01089 | 413/363-2862 G.F. Enterprise LLC |
| 289 Turnpike Rd | Westborough | MA | 01581 | 508/366-1497 L/M TacoMA Inc. |
| 231 E. Main St. | Westfield | MA | 01085 | 413/568-0153 G.F. Enterprise LLC |
| 163 Cambridge Rd | Woburn | MA | 01801 | 781/935-4430 D.E. Foods LLC |
| 463 Lincoln Street | Worcester | MA | 01605 | 774/701-1580 Charter Foods North LLC |
| 418 Park Ave | Worcester | MA | 01610 | 508/755-5271 D.E. Foods LLC |
| 801 Grafton Street | Worcester | MA | 01604 | 508/793-2084 Charter Foods North LLC |
| 1002 Beards Hill Road | Aberdeen | MD | 21001 | 410/272-2364 New Fiestas Trust |
| 406 Constant Friendship Blvd | Abingdon | MD | 21009 | 410/569-1949 FQSR LLC (dba KBP Foods) |
| 1803 West St | Annapolis | MD | 21401 | 410/280-1682 R & R Ventures Incorporated |
| 2300 W Patapsco | Baltimore | MD | 21230 | 410/646-2248 BLT Cantina LLC |
| 2317 E Joppa Rd | Baltimore | MD | 21234 | 410/668-5882 BLT Cantina LLC |
| 8110 Liberty Rd | Baltimore | MD | 21244 | 410/521-8163 New NBNC Trust |
| 3319 Pulaski Hwy | Baltimore | MD | 21224 | 410/675-2376 New NBNC Trust |
| 7933 Belair Road | Baltimore | MD | 21236 | 410/665-5784 BLT Cantina LLC |
| 6664 Security Blvd | Baltimore | MD | 21207 | 410/944-1150 New NBNC Trust |
| 4700 Boston Street | Baltimore | MD | 21224 | 410/631-2878 New NBNC Trust |
| 6602 Reisterstown Rd | Baltimore | MD | 21215 | 443/529-0105 Jalapeno Taco LLC |
| 504 Baltimore Pike | Bel Air | MD | 21014 | 410/838-3630 BLT Cantina LLC |
| 2203 Jack Lane | Bel Air | MD | 21015 | 410/420-9640 BLT Cantina LLC |

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|---------------------------------|-----------------|----|-------|--|
| 10810 Baltimore Avenue | Beltsville | MD | 20705 | 301/931-8451 New NBNC Trust |
| 11751 Beltsville Drive | Beltsville | MD | 20705 | 301/586-9444 R & R Ventures Incorporated |
| 15701 Annapolis Rd | Bowie | MD | 20715 | 301/262-0454 R & R Ventures Incorporated |
| 16300 Heritage Blvd | Bowie | MD | 20716 | 301/464-3250 Carl Delmarva LLC |
| 5501 Ritchie Hwy | Brooklyn | MD | 21225 | 410/609-1237 BLT Cantina LLC |
| 15670 Columbia Pike | Burtonsville | MD | 20866 | 240/883-7033 Carl Delmarva LLC |
| 22599 MacArthur Blvd | California | MD | 20619 | 301/862-2345 R & R Ventures Incorporated |
| 707 Cambridge Marketplace Blvd. | Cambridge | MD | 21613 | 443/225-6508 Maryland Cantina LLC |
| 6250 Central Ave | Capitol Heights | MD | 20743 | 301/336-8548 MUY Brands LLC |
| 6200 Baltimore National Pike | Catonsville | MD | 21228 | 410/788-3379 New NBNC Trust |
| 30343 Triangle Drive | Charlotte Hall | MD | 20622 | 301/884-4721 CM AND DOM LLC |
| 70 Kent Towne Market | Chester | MD | 21619 | 410/643-7291 R & R Ventures Incorporated |
| 709 Washington Avenue Route 2 | Chestertown | MD | 21620 | 410/810-1399 R & R Ventures Incorporated |
| 6420 Coventry Way | Clinton | MD | 20735 | 301/856-9268 R & R Ventures Incorporated |
| 9928 York Rd | Cockeysville | MD | 21030 | 410/683-1715 BLT Cantina LLC |
| 8428 Baltimore Ave. | College Park | MD | 20740 | 301/982-7198 MUY Brands LLC |
| 4021 Bladensburg Rd | Colmar Manor | MD | 20722 | 301/277-0799 MITRA QSR KNE LLC |
| 7102 Minstrel Way | Columbia | MD | 21045 | 410/720-5099 BLT Cantina LLC |
| 334 Queen City Drive | Cumberland | MD | 21502 | 301/777-7021 New NBNC Trust |
| 615 Legion Road | Denton | MD | 21629 | 443/448-4003 BLT Cantina LLC |
| 7815 Wise Avenue | Dundalk | MD | 21222 | 410/285-3880 New NBNC Trust |
| 10090 Dunkirk Way | Dunkirk | MD | 20754 | 443/964-1688 Carl Delmarva LLC |
| 8091 Ocean Gateway | Easton | MD | 21601 | 410/822-3118 R & R Ventures East Inc. |
| 3091 Solomons Island Rd | Edgewater | MD | 21037 | 410/956-5952 R & R Ventures Incorporated |
| 2155 Pulaski Hwy | Edgewood | MD | 21040 | 410/671-9388 New Fiestas Trust |
| 1429 Liberty Road | Eldersburg | MD | 21784 | 410/795-2539 New NBNC Trust |
| 6281 Washington Blvd | Elkridge | MD | 21075 | 410/379-5664 BLT Cantina LLC |
| 110 E Pulaski Hwy | Elkton | MD | 21921 | 410/398-8155 New NBNC Trust |
| 260 Belle Hill Road | Elkton | MD | 21921 | 410/392-8135 FQSR LLC (dba KBP Foods) |
| 700 Eastern Boulevard | Essex | MD | 21221 | 410/391-9032 New NBNC Trust |
| 3330 Donnell Dr | Forestville | MD | 20747 | 301/735-0922 MUY Brands LLC |
| 1086 W Patrick St. | Frederick | MD | 21703 | 301/662-1839 New NBNC Trust |
| 931 W 7th St | Frederick | MD | 21701 | 301/698-1899 New NBNC Trust |
| 1314 E Patrick | Frederick | MD | 21701 | 301/668-3913 New NBNC Trust |
| 305 Ballenger Center Dr. | Frederick | MD | 21703 | 301/662-7222 New NBNC Trust |

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| 18415 Woodfield Road | Gaithersburg | MD | 20879 | 301/840-8356 BLT Cantina LLC |
| 1088 State Route 3 N | Gambrills | MD | 21054 | 410/721-5598 R & R Ventures Incorporated |
| 19923 Century Blvd | Germantown | MD | 20874 | 301/528-4434 BLT Cantina LLC |
| 6656 Ritchie Hwy | Glen Burnie | MD | 21061 | 410/707-3231 BLT Cantina LLC |
| 450 Dual Hwy | Hagerstown | MD | 21740 | 301/733-8898 BurgerBusters Inc. |
| 1600 Wesel Blvd | Hagerstown | MD | 21740 | 301/714-4726 BurgerBusters Inc. |
| 13609 Crayton Blvd | Hagerstown | MD | 21742 | 301/739-3752 BurgerBusters Inc. |
| 2639 Annapolis Rd | Hanover | MD | 21076 | 410/551-3838 BLT Cantina LLC |
| 8620 Washington Blvd | Jessup | MD | 20794 | 301/498-2818 BLT Cantina LLC |
| 5995 Crain Hwy. | La Plata | MD | 20646 | 301/392-6247 R & R Ventures Incorporated |
| 7501 Annapolis Road | Landover Hills | MD | 20784 | 301/459-0807 MUY Brands LLC |
| 9409 Annapolis Road | Lanham | MD | 20706 | 301/577-4592 New NBNC Trust |
| 1006 Largo Center Dr | Largo | MD | 20774 | 301/350-1327 MUY Brands LLC |
| 13360 Laurel Bowie Rd | Laurel | MD | 20708 | 410/792-9225 R & R Ventures Incorporated |
| 1262 National Highway | LaVale | MD | 21502 | 240/803-5835 Aarsand II L.L.C. a Maryland |
| 26501 Point Lookout Road | Leonardtown | MD | 20650 | 301/997-1401 R & R Ventures Incorporated |
| 5184 Raynor Ave | Linthicum Heights | MD | 21090 | 443/472-2338 BLT Cantina LLC |
| 28 Middle River Rd. | Middle River | MD | 21220 | 410/574-7535 BLT Cantina LLC |
| 8081 Veterans Highway | Millersville | MD | 21108 | 410/969-5001 BLT Cantina LLC |
| 8475 Cordon Way | Nottingham | MD | 21236 | 410/931-9290 BLT Cantina LLC |
| 13010 Garrett Highway | Oakland | MD | 21550 | 301/334-5842 Fiestas WVA LLC |
| 12641 Ocean Gateway | Ocean City | MD | 21842 | 410/213-2553 R & R Ventures East Inc. |
| 10245 Reistertown Road | Owings Mills | MD | 21117 | 410/356-8303 New NBNC Trust |
| 6315 Oxon Hill Road | Oxon Hill | MD | 20745 | 301/839-5722 MUY Brands LLC |
| 8311 Harford Road | Parkville | MD | 21234 | 410/668-1434 BLT Cantina LLC |
| 8099 Edwin Raynor Blvd | Pasadena | MD | 21122 | 410/437-3911 BLT Cantina LLC |
| 101 Newtowne Boulevard | Pocomoke City | MD | 21851 | 410/957-6813 Maryland Cantina LLC |
| 55 Steeple Chase Drive | Prince Frederick | MD | 20678 | 410/535-9335 R & R Ventures Incorporated |
| 1100 Rockville Pike | Rockville | MD | 20852 | 301/251-6790 BLT Cantina LLC |
| 9910 Key West Avenue | Rockville | MD | 20850 | 301/762-6547 MITRA QSR KNE LLC |
| 932 S. Salisbury Blvd. | Salisbury | MD | 21801 | 410/742-4299 Maryland Cantina LLC |
| 307 Tilghman Road | Salisbury | MD | 21804 | 410/546-4947 Maryland Cantina LLC |
| 578 Richie Hwy | Severna Park | MD | 21146 | 410/647-8150 R & R Ventures Incorporated |
| 13830 Georgia Avenue | Silver Spring | MD | 20906 | 301/871-9286 New NBNC Trust |
| 13400 HG Trueman Rd. | Solomons | MD | 20688 | 410/326-0180 R & R Ventures Incorporated |

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|----------------------------|----------------|----|-------|--|
| 1300 Holton Lane | Takoma Park | MD | 20912 | 301/439-3203 MUY Brands LLC |
| 4045 Branch Ave | Temple Hills | MD | 20748 | 301/894-7288 MUY Brands LLC |
| 1 Thurmont Blvd | Thurmont | MD | 21788 | 301/271-5007 FQSR LLC (dba KBP Foods) |
| 6861 Loch Raven Blvd | Towson | MD | 21286 | 410/828-4039 BLT Cantina LLC |
| 7622 Osborne Rd | Upper Marlboro | MD | 20772 | 301/952-8226 R & R Ventures Incorporated |
| 2200 Crain Hwy | Waldorf | MD | 20601 | 301/870-8825 R & R Ventures Incorporated |
| 91 Smallwood Drive | Waldorf | MD | 20602 | 301/843-8475 R & R Ventures Incorporated |
| 625 Baltimore Blvd | Westminster | MD | 21157 | 410/751-6244 New NBNC Trust |
| 2119 University Blvd W | Wheaton | MD | 20902 | 301/946-8286 MITRA QSR KNE LLC |
| 458 Center Street | Auburn | ME | 04210 | 207/520-5026 Charter Foods North LLC |
| 300 Civic Center Dr. | Augusta | ME | 04330 | 207/626-0893 FQSR LLC (dba KBP Foods) |
| 230 Western Avenue | Augusta | ME | 04330 | 207/248-8563 Charter Foods North LLC |
| 603 Broadway Street | Bangor | ME | 04401 | 207/945-5993 FQSR LLC (dba KBP Foods) |
| 460 Alfred Street | Biddeford | ME | 04005 | 207/464-4714 Charter Foods North LLC |
| 470 Wilson Street | Brewer | ME | 04412 | 207/989-9818 FQSR LLC (dba KBP Foods) |
| 17 Gurnet Road | Brunswick | ME | 04011 | 207/725-8110 FQSR LLC (dba KBP Foods) |
| 245 High Street | Ellsworth | ME | 04605 | 207/667-9026 FQSR LLC (dba KBP Foods) |
| 369 Wilton Road | Farmington | ME | 04938 | 207/779-0504 FQSR LLC (dba KBP Foods) |
| 1201 Lisbon | Lewiston | ME | 04240 | 207/784-4079 FQSR LLC (dba KBP Foods) |
| 1363 Washington | Portland | ME | 04103 | 207/405-2386 Charter Foods North LLC |
| 808 Main St | Presque Isle | ME | 04769 | 207/764-0734 MDL Inc. |
| 491 Main St. | Saco | ME | 04072 | 207/283-1448 Sanweco Inc. |
| 1244 Main Street | Sanford | ME | 04073 | 207/324-5554 Sanweco Inc. |
| 400 Gallery Boulevard | Scarborough | ME | 04074 | 207/883-1110 FQSR LLC (dba KBP Foods) |
| 339a Madison Avenue | Skowhegan | ME | 04976 | 207/858-4400 FQSR LLC (dba KBP Foods) |
| 444 Kennedy Memorial Drive | Waterville | ME | 04901 | 207/872-6261 FQSR LLC (dba KBP Foods) |
| 345 Main Street | Waterville | ME | 04901 | 207/707-5372 Charter Foods North LLC |
| 140 Main St. | Westbrook | ME | 04092 | 207/854-2546 FQSR LLC (dba KBP Foods) |
| 755 Roosevelt Trail | Windham | ME | 04062 | 207/892-8663 FQSR LLC (dba KBP Foods) |
| 1024 South Main St. | Adrian | MI | 49221 | 517/265-8100 Old West Properties L.L.C. |
| 1106 N. Main St | Adrian | MI | 49221 | 517/759-3680 Old West Properties L.L.C. |
| 1440 N. Eaton Street | Albion | MI | 49224 | 517/629-3379 Border Foods Inc. |
| 800 Pointe Tremble Rd | Algona | MI | 48001 | 810/512-8048 SOMA Enterprises LLC |
| 1575 Lincoln Rd | Allegan | MI | 49010 | 269/673-5151 Border Foods Inc. |
| 4989 Lake Michigan Dr | Allendale | MI | 49401 | 616/287-6010 Border Foods Inc. |

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|-----------------------------|-----------------|----|-------|---------------------------------------|
| 7337 N Alger Rd | Alma | MI | 48801 | 989/463-6338 Bells and Birds Inc. |
| 111 Padd Court | Alpena | MI | 49707 | 989/354-7991 Bells and Birds Inc. |
| 2280 W. Stadium | Ann Arbor | MI | 48103 | 734/663-4764 Sundance Inc. |
| 5650 Jackson Rd | Ann Arbor | MI | 48103 | 734/663-2100 Sundance Inc. |
| 1341 N. Opdyke Rd. | Auburn Hills | MI | 48326 | 248/340-6092 Great Lakes Taco LLC |
| 4249 Interpark Dr. | Auburn Hills | MI | 48326 | 248/838-3117 Great Lakes Taco I LLC |
| 852 North Van Dyke Road | Bad Axe | MI | 48413 | 989/269-6018 Sundance Inc. |
| 821 Capitol Avenue S.w. | Battle Creek | MI | 49015 | 269/965-4650 Border Foods Inc. |
| 5560 Beckley | Battle Creek | MI | 49015 | 269/979-9151 Border Foods Inc. |
| 1307 Capital Ave NE | Battle Creek | MI | 49017 | 269/965-7921 Border Foods Inc. |
| 2169 W Columbia Ave | Battle Creek | MI | 49015 | 269/339-0138 Border Foods Inc. |
| 4111 E Wilder Road | Bay City | MI | 48706 | 989/667-4625 Sundance Inc. |
| 6362 3 Mile Road | Bay City | MI | 48706 | 989/922-4991 FQSR LLC (dba KBP Foods) |
| 1905 M-139 | Benton Harbor | MI | 49022 | 269/925-4453 Bell Great Lakes LLC |
| 2260 Colidge Hwy. | Berkley | MI | 48072 | 248/545-5534 Sundance Inc. |
| 616 Saint Joseph Ave | Berrien Springs | MI | 49103 | 269/471-4177 TBC1 Inc. |
| 31305 Southfield Road | Beverly Hills | MI | 48025 | 248/642-5727 Sundance Inc. |
| 604 S State Street | Big Rapids | MI | 49307 | 231/796-3443 Bells and Birds Inc. |
| 8750 Main St. | Birch Run | MI | 48415 | 989/624-4792 Mariane Inc. |
| 6345 Dixie Highway | Bridgeport | MI | 48722 | 989/777-1511 Bells and Birds Inc. |
| 8541 W Grand River Avenue | Brighton | MI | 48116 | 810/227-6023 Sundance Inc. |
| 4071 Davison Rd | Burton | MI | 48509 | 810/743-6013 Great Lakes Taco LLC |
| 695 68th St SW | Byron Center | MI | 49315 | 616/281-6055 Border Foods Inc. |
| 2030 N Mitchell | Cadillac | MI | 49601 | 231/779-1380 Bells and Birds Inc. |
| 6445 Cherry Meadow Drive SE | Caledonia | MI | 49316 | 616/275-4720 Border Foods Inc. |
| 44570 Michigan Avenue | Canton | MI | 48188 | 734/398-5341 Sundance Inc. |
| 801 S State | Caro | MI | 48723 | 989/672-0110 Sansej Inc. |
| 4269 17 Mile Road SE | Cedar Springs | MI | 49319 | 616/213-3070 Border Foods Inc. |
| 660 Lansing Rd | Charlotte | MI | 48813 | 517/543-3735 Sundance Inc. |
| 1590 S. Main Street | Chelsea | MI | 48118 | 734/475-6683 Sundance Inc. |
| 10384 S. Clare Avenue | Clare | MI | 48617 | 989/386-9481 Bells and Birds Inc. |
| 6584 Dixie Hwy | Clarkston | MI | 48346 | 248/620-3221 Great Lakes Taco LLC |
| 6946 Sashabaw Rd. | Clarkston | MI | 48348 | 248/620-6700 SRS Management Inc. |
| 1435 N Main St | Clawson | MI | 48017 | 248/435-2522 Sundance Inc. |
| 131 S. Crooks Rd. | Clawson | MI | 48017 | 248/288-1377 Great Lakes Taco LLC |

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| 37510 S Gratiot Ave | Clinton Township | MI | 48036 | 586/493-1107 Sundance Inc. |
| 34600 Groesbeck Hwy | Clinton Township | MI | 48035 | 586/231-0787 Sundance Inc. |
| 650 E Chicago Rd | Coldwater | MI | 49036 | 517/278-8200 Border Foods Inc. |
| 1191 O'malley Drive | Coopersville | MI | 49404 | 616/837-1793 Border Foods Inc. |
| 25120 Michigan | Dearborn | MI | 48124 | 313/563-9299 Sundance Inc. |
| 8956 Warren | Dearborn | MI | 48126 | 313/934-0218 Sundance Inc. |
| 8112 Telegraph Road | Dearborn Heights | MI | 48127 | 313/278-4344 Sundance Inc. |
| 15624 West Mc Nichols | Detroit | MI | 48235 | 313/836-8226 Sundance Inc. |
| 14000 Livernois | Detroit | MI | 48238 | 313/883-0340 Sundance Inc. |
| 1100 East Herbison Rd | Dewitt | MI | 48820 | 517/668-1890 Old West Properties L.L.C. |
| 114 Main Street | Dowagiac | MI | 49047 | 269/783-1406 Bell Great Lakes LLC |
| 537 Tecumseh St | Dundee | MI | 48131 | 734/780-5823 Sundance Inc. |
| 8831 E Lansing Rd | Durand | MI | 48429 | 810/644-6540 Great Lakes Taco LLC |
| 1051 Trowbridge Road | East Lansing | MI | 48823 | 517/333-9644 Old West Properties L.L.C. |
| 69069 M 62 | Edwardsburg | MI | 49112 | 269/663-0242 Bell Great Lakes LLC |
| 539 N Lincoln Road | Escanaba | MI | 49829 | 906/789-9600 Border Foods of Wisconsin LLC |
| 1045 W 9 Mile Road | Ferndale | MI | 48220 | 248/542-2898 Sundance Inc. |
| 21900 Woodward Avenue | Ferndale | MI | 48220 | 248/677-0550 Sundance Inc. |
| 4382 W Pierson Rd | Flint | MI | 48504 | 810/733-6085 Great Lakes Taco LLC |
| 3383 S Linden Rd | Flint | MI | 48507 | 810/733-8560 Great Lakes Taco LLC |
| 3606 Corunna Rd. | Flint | MI | 48532 | 810/767-3060 Great Lakes Taco LLC |
| 1740 S Dort Hwy | Flint | MI | 48503 | 810/235-6660 Great Lakes Taco LLC |
| 2460 W Hill Rd. | Flint | MI | 48507 | 810/424-6501 Great Lakes Taco LLC |
| 1535 E PIERSON RD | Flushing | MI | 48433 | 810/659-6265 Great Lakes Taco LLC |
| 3977 24th Ave | Fort Gratiot | MI | 48059 | 810/984-1673 SOMA Enterprises LLC |
| 800 South Grand Avenue | Fowlerville | MI | 48836 | 517/223-7718 Old West Properties L.L.C. |
| 208 N Main Street | Frankenmuth | MI | 48734 | 989/262-9040 Bells and Birds Inc. |
| 1305 West Main Street | Fremont | MI | 49412 | 231/924-6637 Border Foods Inc. |
| 5425 Blueberry Lane | Fruitport | MI | 49415 | 231/799-8230 Border Foods Inc. |
| 1352 W Main | Gaylord | MI | 49735 | 989/732-8919 Bells and Birds Inc. |
| 9008 Holly Road | Grand Blanc | MI | 48439 | 810/695-3545 SRS Management Inc. |
| 1058 E Hill Road | Grand Blanc | MI | 48439 | 810/579-2843 Great Lakes Taco I LLC |
| 917 S Beacon | Grand Haven | MI | 49417 | 616/847-0059 Mariane Inc. |
| 820 Torch Street | Grand Ledge | MI | 48837 | 517/622-2045 Sundance Inc. |
| 2829 28th Street SE | Grand Rapids | MI | 49512 | 616/949-2620 Border Foods Inc. |

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|---------------------------|---------------|----|-------|--|
| 3160 Alpine Ave NW | Grand Rapids | MI | 49544 | 616/784-6284 Bells and Birds Inc. |
| 1014 Michigan Street N E | Grand Rapids | MI | 49503 | 616/456-1093 Bells and Birds Inc. |
| 605 Leonard Street NW | Grand Rapids | MI | 49504 | 616/459-4830 Mariane Inc. |
| 5049 Northland Dr NE M-44 | Grand Rapids | MI | 49525 | 616/364-8946 Border Foods Inc. |
| 3243 Plainfield Avenue | Grand Rapids | MI | 49525 | 616/363-6453 Border Foods Inc. |
| 6728 Kalamazoo Avenue SE | Grand Rapids | MI | 49508 | 616/656-3413 Border Foods Inc. |
| 6010 28th St SE | Grand Rapids | MI | 49546 | 616/942-8661 Border Foods Inc. |
| 2167 S I 75 Business Loop | Grayling | MI | 49738 | 989/348-4273 Bells and Birds Inc. |
| 1825 W. Washington St. | Greenville | MI | 48838 | 616/225-8918 Border Foods Inc. |
| 10558 Hartland Square Dr. | Hartland | MI | 48353 | 810/632-0270 Sundance Inc. |
| 1021 W. State St. | Hastings | MI | 49058 | 269/948-0059 Border Foods Inc. |
| 1221 E. 9 Mile Rd. | Hazel Park | MI | 48030 | 248/544-1223 Great Lakes Taco LLC |
| 3011 W Carleton Road | Hillsdale | MI | 49242 | 517/437-1290 Old West Properties L.L.C. |
| 25 S Waverly Rd | Holland | MI | 49423 | 616/396-8875 Border Foods Inc. |
| 1144 South Washington | Holland | MI | 49423 | 616/396-5824 Border Foods Inc. |
| 190 N. River Ave | Holland | MI | 49424 | 616/355-2199 Border Foods Inc. |
| 3471 W Shore Dr | Holland | MI | 49424 | 616/738-3793 Border Foods Inc. |
| 2420 CEDAR ST | Holt | MI | 48842 | 517/694-1537 Old West Properties L.L.C. |
| 900 Razorback Drive | Houghton | MI | 49931 | 906/487-5555 Border Foods of Wisconsin LLC |
| 3023 W Houghton Lake Dr | Houghton Lake | MI | 48629 | 989/366-9499 Mariane Inc. |
| 731 South Cedar Street | Imlay City | MI | 48444 | 810/721-1908 Sansej Inc. |
| 3105 Commerce Lane | Ionia | MI | 48846 | 616/523-1231 Border Foods Inc. |
| 1520 S Stephenson Ave | Iron Mountain | MI | 49801 | 906/779-5800 Border Foods of Wisconsin LLC |
| 1321 E. Center Street | Ithaca | MI | 48847 | 989/875-7009 Bells and Birds Inc. |
| 801 W Ganson Street | Jackson | MI | 49202 | 517/788-9888 Old West Properties L.L.C. |
| 2928 E Michigan Ave | Jackson | MI | 49202 | 517/782-5860 Old West Properties L.L.C. |
| 2545 Airport Rd | Jackson | MI | 49202 | 517/788-8413 Sundance Inc. |
| 188 Chicago Drive | Jenison | MI | 49428 | 616/457-4609 Border Foods Inc. |
| 5013 W Main | Kalamazoo | MI | 49009 | 269/373-1266 Bells and Birds Inc. |
| 5301 Portage Road | Kalamazoo | MI | 49002 | 269/385-5972 Border Foods Inc. |
| 2229 Sprinkle Road | Kalamazoo | MI | 49001 | 269/344-1001 Border Foods Inc. |
| 5076 South 9th Street | Kalamazoo | MI | 49009 | 269/353-9080 Border Foods Inc. |
| 3233 S Westnedge Ave | Kalamazoo | MI | 49008 | 269/342-2940 Border Foods Inc. |
| 6035 Gull Rd | Kalamazoo | MI | 49048 | 269/349-0687 Border Foods Inc. |
| 2593 Wadhams Rd | Kimball | MI | 48074 | 810/987-1102 Natron Corporation |

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|----------------------------|-----------------|----|-------|--|
| 660 S Lapeer Rd | Lake Orion | MI | 48362 | 248/693-8072 Sansej Inc. |
| 4885 S Baldwin Road | Lake Orion | MI | 48359 | 248/393-0712 Great Lakes Taco LLC |
| 3240 W Sterns Rd | Lambertville | MI | 48144 | 734/856-3253 Charter Foods North LLC |
| 5634 S Cedar | Lansing | MI | 48911 | 517/393-8639 Old West Properties L.L.C. |
| 2809 N East St | Lansing | MI | 48906 | 517/485-5120 Old West Properties L.L.C. |
| 4347 W Saginaw Hwy | Lansing | MI | 48917 | 517/323-1783 Old West Properties L.L.C. |
| 2990 Dunckle Road | Lansing | MI | 48910 | 517/393-2800 Old West Properties L.L.C. |
| 310 N. Clippert Street | Lansing | MI | 48912 | 517/599-3753 Old West Properties L.L.C. |
| 984 S Main St | Lapeer | MI | 48446 | 810/664-5283 SRS Management Inc. |
| 605 West Broad Street | Linden | MI | 48451 | 810/579-2842 Great Lakes Taco I LLC |
| 15055 Middle Belt | Livonia | MI | 48154 | 734/427-6080 T.T. Management Company |
| 33203 West Eight Mile Road | Livonia | MI | 48152 | 248/478-4693 Sundance Inc. |
| 1975 West Main Street | Lowell | MI | 49331 | 616/987-9033 Border Foods Inc. |
| 4418 W Us Highway 10 | Ludington | MI | 49431 | 231/845-6834 Bells and Birds Inc. |
| 45590 Gratiot Avenue | Macomb | MI | 48042 | 586/948-0317 Sundance Inc. |
| 32801 John R Road | Madison Heights | MI | 48071 | 248/588-9088 Great Lakes Taco LLC |
| 1611 East 12 Mile Road | Madison Heights | MI | 48071 | 248/542-6805 Great Lakes Taco LLC |
| 1745 U.S. 31 South | Manistee | MI | 49660 | 231/723-9411 Young Stanley |
| 3062 Us Highway 41 W | Marquette | MI | 49855 | 906/228-8082 Border Foods of Wisconsin LLC |
| 15955 W Michigan Ave | Marshall | MI | 49068 | 269/781-2075 Border Foods Inc. |
| 3000 Gratiot Avenue | Marysville | MI | 48040 | 810/388-0366 Natron Corporation |
| 805 N Cedar St | Mason | MI | 48854 | 517/244-0432 Sundance Inc. |
| 1322 8th Avenue | Menominee | MI | 49858 | 906/863-4041 Border Foods of Wisconsin LLC |
| 1206 Dexter Street | Milan | MI | 48160 | 734/439-2188 Sundance Inc. |
| 525 General Motors Rd | Milford | MI | 48381 | 248/684-9966 Sundance Inc. |
| 14495 Laplaisance Road | Monroe | MI | 48161 | 734/241-3078 Sundance Inc. |
| 1300 North 60 Hwy | Monroe | MI | 48162 | 734/625-1598 Old West Properties L.L.C. |
| 103 N GROESBECK HWY | Mount Clemens | MI | 48043 | 586/493-1329 Sundance Inc. |
| 1143 S Mission St | Mount Pleasant | MI | 48858 | 989/773-9048 Bells and Birds Inc. |
| 5760 E. Pickard Rd. | Mount Pleasant | MI | 48858 | 989/607-9795 Bells and Birds Inc. |
| 2860 Henry Street | Muskegon | MI | 49441 | 231/733-9436 Border Foods Inc. |
| 2160 Holton Rd | Muskegon | MI | 49445 | 231/719-9471 Border Foods Inc. |
| 1431 E Apple Ave | Muskegon | MI | 49442 | 231/773-8816 Border Foods Inc. |
| 1887 East Sherman | Muskegon | MI | 49444 | 231/737-5129 Border Foods Inc. |
| 57275 Lyon Center Dr | New Hudson | MI | 48165 | 248/912-7761 Old West Properties L.L.C. |

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|--------------------------|--------------------|----|-------|---|
| 8161 South Mason Street | Newaygo | MI | 49337 | 231/652-6000 Bells and Birds Inc. |
| 1298 S 11th St | Niles | MI | 49120 | 269/684-1010 Delight TB Indiana 4 LLC |
| 31100 BECK RD | Novi | MI | 48377 | 248/960-7018 Old West Properties L.L.C. |
| 21350 Greenfield Road | Oak Park | MI | 48237 | 248/967-2074 Sundance Inc. |
| 2030 Grand River Avenue | Okemos | MI | 48864 | 517/349-6451 Old West Properties L.L.C. |
| 2307 Jolly Rd | Okemos | MI | 48864 | 517/347-4915 Sundance Inc. |
| 5150 U.S. 23 North | Oscoda | MI | 48750 | 989/739-3339 James Mikula |
| 201 E Main Street | Owosso | MI | 48867 | 989/723-6650 Old West Properties L.L.C. |
| 835 S Kalamazoo St | Paw Paw | MI | 49079 | 269/657-5998 Border Foods Inc. |
| 2889 West Lansing Road | Perry | MI | 48872 | 517/625-5262 Sundance Inc. |
| 1191 N. U.S. Highway 31 | Petoskey | MI | 49770 | 231/348-5965 Bells and Birds Inc. |
| 1278 East MI-36 | Pinckney | MI | 48169 | 734/648-0558 Sundance Inc. |
| 1310 M89 | Plainwell | MI | 49080 | 269/692-2226 Border Foods Inc. |
| 409 N Main St | Plymouth | MI | 48170 | 734/451-1488 Sundance Inc. |
| 1200 S. Opdyke Road | Pontiac | MI | 48341 | 248/322-1203 T.T. Management Company |
| 729 24th Street | Port Huron | MI | 48060 | 810/987-3509 Natron Corporation |
| 6314 S. Westnedge | Portage | MI | 49002 | 269/329-1266 Border Foods Inc. |
| 26450 Plymouth Rd. | Redford | MI | 48239 | 313/937-8230 Sundance Inc. |
| 67556 Main Street | Richmond | MI | 48062 | 586/727-3964 Sundance Inc. |
| 2971 10 Mile Rd NE | Rockford | MI | 49341 | 616/863-0385 Border Foods Inc. |
| 9920 Wayne Rd | Romulus | MI | 48174 | 734/955-9072 Sundance Inc. |
| 25544 Gratiot | Roseville | MI | 48066 | 586/775-8190 Sundance Inc. |
| 1611 E 11 Mile Rd | Royal Oak | MI | 48067 | 248/545-4150 Great Lakes Taco LLC |
| 3262 E Holland Road | Saginaw | MI | 48601 | 989/754-3121 Bells and Birds Inc. |
| 1472 N Michigan Ave | Saginaw | MI | 48602 | 989/607-4144 Bells and Birds Inc. |
| 1191 S Carney Dr | Saint Clair | MI | 48079 | 810/329-2489 SOMA Enterprises LLC |
| 916 S Us Highway 27 | Saint Johns | MI | 48879 | 989/224-7767 Old West Properties L.L.C. |
| 2051 Niles Rd | Saint Joseph | MI | 49085 | 269/983-4118 Bell Great Lakes LLC |
| 502 East Michigan Avenue | Saline | MI | 48176 | 734/429-4350 FQSR LLC (dba KBP Foods) |
| 550 WEST SANILAC RD | Sandusky | MI | 48471 | 810/648-0294 Natron Corporation |
| 2751 I-75 Business Spur | Sault Sainte Marie | MI | 49783 | 906/632-8825 Bells and Birds Inc. |
| 1133 Phoenix Road | South Haven | MI | 49090 | 269/639-9700 Border Foods Inc. |
| 22315 Pontiac Trail | South Lyon | MI | 48178 | 248/446-1120 Sundance Inc. |
| 24024 W 9 Mile Rd | Southfield | MI | 48033 | 248/350-8580 Sundance Inc. |
| 24705 W 12 MILE RD | Southfield | MI | 48034 | 248/356-2134 Sundance Inc. |

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| 506 Main St | Standish | MI | 48658 | 989/846-4805 Sundance Inc. |
| 4141 E 14 Mile Road | Sterling Heights | MI | 48310 | 586/939-4226 Sundance Inc. |
| 601 S Centerville Rd | Sturgis | MI | 49091 | 269/651-1988 Border Foods Inc. |
| 4311 Elms Rd | Swartz Creek | MI | 48473 | 810/635-0407 Great Lakes Taco LLC |
| 2210 Orchard Lake Rd | Sylvan Lake | MI | 48320 | 248/682-0452 Sundance Inc. |
| 1006 W. Chicago | Tecumseh | MI | 49286 | 517/423-7182 Sundance Inc. |
| 1017 W Michigan Ave | Three Rivers | MI | 49093 | 269/273-3194 Border Foods Inc. |
| 816 E Front St | Traverse City | MI | 49686 | 231/946-0028 Mariane Inc. |
| 1447 W South Airport Rd | Traverse City | MI | 49686 | 231/933-0350 Bells and Birds Inc. |
| 873 US Highway 31 S | Traverse City | MI | 49684 | 231/943-0323 Mariane Inc. |
| 3268 Rochester Road | Troy | MI | 48083 | 248/740-9259 Great Lakes Taco LLC |
| 41167 Dequindre Rd | Troy | MI | 48085 | 248/879-5894 Sundance Inc. |
| 4234 Lake Michigan Drive | Walker | MI | 49504 | 616/735-6260 Border Foods Inc. |
| 1163 E. West Maple Road | Walled Lake | MI | 48390 | 248/669-5392 Sundance Inc. |
| 11799 13 Miles Road | Warren | MI | 48093 | 586/722-7756 Sundance Inc. |
| 4105 E 8 Mile Rd | Warren | MI | 48091 | 586/756-0121 Sundance Inc. |
| 65891 Van Dyke | Washington | MI | 48095 | 586/752-9206 SRS Management Inc. |
| 5350 Highland Road | Waterford | MI | 48327 | 248/674-3022 Great Lakes Taco LLC |
| 119 North Telegraph Road | Waterford | MI | 48329 | 248/706-1949 Great Lakes Taco LLC |
| 4743 Dixie Highway | Waterford | MI | 48329 | 248/673-5055 Great Lakes Taco LLC |
| 714 S Main St | Watervliet | MI | 49098 | 269/463-8264 Bell Great Lakes LLC |
| 1158 W. Superior Street | Wayland | MI | 49348 | 269/792-0762 Border Foods Inc. |
| 32940 Michigan Ave | Wayne | MI | 48184 | 734/728-7566 Sundance Inc. |
| 2995 Cook Road | West Branch | MI | 48661 | 989/345-4525 Bells and Birds Inc. |
| 201 S. Merriman Road | Westland | MI | 48185 | 734/728-1795 Sundance Inc. |
| 9044 Highland Road | White Lake | MI | 48386 | 248/698-3871 Great Lakes Taco LLC |
| 8100 Cooley Lake Road | White Lake | MI | 48386 | 248/717-0913 Great Lakes Taco LLC |
| 3271 Colby Rd | Whitehall | MI | 49461 | 231/894-2581 Border Foods Inc. |
| 560 28th St SE | Wyoming | MI | 49548 | 616/245-4676 Border Foods Inc. |
| 22 44th St SW | Wyoming | MI | 49548 | 616/249-3018 Border Foods Inc. |
| 1819 28th Street SW | Wyoming | MI | 49509 | 616/531-8370 Border Foods Inc. |
| 1123 Chicago Dr | Wyoming | MI | 49509 | 616/452-8559 Border Foods Inc. |
| 2655 Washtenaw Ave | Ypsilanti | MI | 48197 | 734/434-8620 T.T. Management Company |
| 1085 E Michigan Ave | Ypsilanti | MI | 48198 | 734/480-1793 Sundance Inc. |
| 6040 LaBeaux Ave NE | Albertville | MN | 55301 | 763/497-1701 Border Foods Inc. |

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| 4817 Hwy 29 S | Alexandria | MN | 56308 | 320/763-9515 Border Foods Inc. |
| 647 W Main St | Anoka | MN | 55303 | 763/421-0609 Border Foods Inc. |
| 7715 150th Street West | Apple Valley | MN | 55124 | 952/953-4553 Border Foods Inc. |
| 14175 Edgewood Dr | Baxter | MN | 56425 | 218/828-6377 Border Foods Inc. |
| 515 Paul Bunyan Drive | Bemidji | MN | 56601 | 218/751-3498 Border Foods Inc. |
| 291 Highway 10 NE | Blaine | MN | 55434 | 763/784-6218 Border Foods Inc. |
| 10729 University Ave NE | Blaine | MN | 55434 | 763/757-8976 Border Foods Inc. |
| 4240 Pheasant Ridge Dr NE | Blaine | MN | 55449 | 763/259-0762 Border Foods Inc. |
| 11665 Ulysses Lane | Blaine | MN | 55434 | 763/250-1625 Border Foods Inc. |
| 9230 Lyndale Ave South | Bloomington | MN | 55420 | 952/888-7133 Border Foods Inc. |
| 5532 Brooklyn Blvd | Brooklyn Center | MN | 55429 | 763/560-5203 Border Foods Inc. |
| 8575 Aspen Lane North | Brooklyn Park | MN | 55445 | 763/315-4426 Border Foods Inc. |
| 8530 Edinburgh Centre Dr | Brooklyn Park | MN | 55443 | 763/315-2929 Border Foods Inc. |
| 150 Orr Ave | Buffalo | MN | 55313 | 763/682-4991 Border Foods Inc. |
| 14231 Nicollet Ave | Burnsville | MN | 55337 | 952/892-6670 Border Foods Inc. |
| 975 West 78th Street | Chanhassen | MN | 55317 | 952/470-8909 Border Foods Inc. |
| 1418 Highway 33 | Cloquet | MN | 55720 | 218/878-3457 Border Foods Inc. |
| 13057 Round Lake Blvd | Coon Rapids | MN | 55448 | 763/323-4731 Border Foods Inc. |
| 1865 Gateway Dr. NW | Coon Rapids | MN | 55448 | 763/754-0709 Border Foods Inc. |
| 8623 E Point Douglas Rd S | Cottage Grove | MN | 55016 | 651/768-9933 Border Foods Inc. |
| 5547 West Broadway | Crystal | MN | 55428 | 612/256-4704 Border Foods Inc. |
| 1031 West Central Entrance | Duluth | MN | 55811 | 218/726-1077 Border Foods Inc. |
| 201 North 44th Ave. W | Duluth | MN | 55807 | 218/302-5031 Border Foods Inc. |
| 2000 Cliff Rd | Eagan | MN | 55122 | 651/688-6068 Border Foods Inc. |
| 1325 Town Centre Dr | Eagan | MN | 55123 | 651/287-1001 Border Foods Inc. |
| 8450 Joiner Way | Eden Prairie | MN | 55344 | 952/942-5766 Border Foods Inc. |
| 3210 Southdale Circle | Edina | MN | 55435 | 952/925-1281 Border Foods Inc. |
| 19131 Freeport Avenue | Elk River | MN | 55330 | 763/241-1404 Border Foods Inc. |
| 2235 STATE ST N | Fairmont | MN | 56031 | 507/519-2182 Border Foods Inc. |
| 526 Wilson Ave NW | Faribault | MN | 55021 | 507/332-5793 Border Foods Inc. |
| 615 Frontier Dr | Fergus Falls | MN | 56537 | 218/736-1210 Border Foods Inc. |
| 1279 West Broadway | Forest Lake | MN | 55025 | 651/982-0434 Border Foods Inc. |
| 7295 University Ave NE | Fridley | MN | 55432 | 763/502-0399 Border Foods Inc. |
| 6620 Wayzata Blvd | Golden Valley | MN | 55426 | 763/542-8401 Border Foods Inc. |
| 720 NE Hwy 2 | Grand Rapids | MN | 55744 | 218/326-7990 Border Foods Inc. |

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| 1229 N Frontage Rd | Hastings | MN | 55033 | 651/438-9229 Border Foods Inc. |
| 503 Fire Monument Road | Hinckley | MN | 55037 | 320/384-7939 Border Foods Inc. |
| 919 Cambridge St | Hopkins | MN | 55343 | 952/938-5226 Border Foods Inc. |
| 1004 Highway 15 South | Hutchinson | MN | 55350 | 507/262-1625 Border Foods Inc. |
| 240 Triangle Lane North | Jordan | MN | 55352 | 952/492-2011 Border Foods Inc. |
| 17750 Kenwood Trail | Lakeville | MN | 55044 | 952/898-1213 Border Foods Inc. |
| 16085 Elmhurst Lane | Lakeville | MN | 55044 | 952/423-3116 Border Foods Inc. |
| 105 Lemieux St | Little Falls | MN | 56345 | 320/632-2991 Border Foods Inc. |
| 1819 Madison Avenue | Mankato | MN | 56001 | 507/229-0745 Border Foods Inc. |
| 13910 Grove Dr | Maple Grove | MN | 55311 | 763/494-9268 Border Foods Inc. |
| 9816 Hospital Drive N. | Maple Grove | MN | 55369 | Border Foods Inc. |
| 1965 County Road D | Maplewood | MN | 55109 | 651/777-0205 Border Foods Inc. |
| 1304 E. College Drive | Marshall | MN | 56258 | 507/401-3880 Seth Skogen |
| 1540 Stinson Blvd NE | Minneapolis | MN | 55413 | 612/379-8044 Border Foods Inc. |
| 4900 Central Ave NE | Minneapolis | MN | 55421 | 763/571-5494 Border Foods Inc. |
| 425 W Broadway | Minneapolis | MN | 55411 | 612/521-1895 Border Foods Inc. |
| 215 East Lake Street | Minneapolis | MN | 55408 | 612/827-1203 Border Foods Inc. |
| 1931 Minnehaha | Minneapolis | MN | 55404 | 612/370-0024 Border Foods Inc. |
| 15110 Highway 7 | Minnetonka | MN | 55345 | 952/933-3199 Border Foods Inc. |
| 124 E 7th St | Monticello | MN | 55362 | 612/428-1815 Border Foods Inc. |
| 321 South 8th Street | Moorhead | MN | 56560 | 218/233-7928 Border Foods of North Dakota |
| 38706 14th Avenue | North Branch | MN | 55056 | 651/237-0544 Border Foods Inc. |
| 410 S Hwy 3 | Northfield | MN | 55057 | 507/663-7011 Border Foods Inc. |
| 14529 60th Street North | Oak Park Heights | MN | 55082 | 651/430-3888 Border Foods Inc. |
| 7049 10th Street North | Oakdale | MN | 55128 | 763/273-5504 Border Foods Inc. |
| 681 West Bridge Street | Owatonna | MN | 55060 | 507/444-0242 Border Foods Inc. |
| 16855 County Road 24 | Plymouth | MN | 55447 | 763/383-1103 Border Foods Inc. |
| 9900 Rockford Road | Plymouth | MN | 55442 | 763/450-0694 Border Foods Inc. |
| 3048 N. Service Drive | Red Wing | MN | 55066 | 651/267-4354 Border Foods Inc. |
| 7740 2nd Ave South | Richfield | MN | 55423 | 612/869-8103 Border Foods Inc. |
| 516 N Broadway | Rochester | MN | 55906 | 507/282-1868 Border Foods Inc. |
| 4000 Marketplace Dr NW | Rochester | MN | 55901 | 507/292-1863 Border Foods Inc. |
| 2230 3rd. Ave SE | Rochester | MN | 55904 | 507/322-4545 Border Foods Inc. |
| 13500 Rogers Drive | Rogers | MN | 55374 | 763/428-1620 Border Foods Inc. |
| 3311 2nd St S | Saint Cloud | MN | 56301 | 320/251-4744 Border Foods Inc. |

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| 10 - 8th Avenue S E | Saint Cloud | MN | 56304 | 320/253-2901 Border Foods Inc. |
| 1672 Rice St | Saint Paul | MN | 55117 | 651/488-1366 Border Foods Inc. |
| 1630 Robert St S | Saint Paul | MN | 55118 | 651/451-7552 Border Foods Inc. |
| 565 No Snelling | Saint Paul | MN | 55104 | 651/646-5900 Border Foods Inc. |
| 2219 Highway 10 | Saint Paul | MN | 55112 | 763/785-0676 Border Foods Inc. |
| 1484 White Bear Avenue | Saint Paul | MN | 55106 | 651/778-8776 Border Foods Inc. |
| 1940 Suburban Avenue | Saint Paul | MN | 55119 | 651/739-2118 Border Foods Inc. |
| 14040 S Hwy 13 | Savage | MN | 55378 | 612/389-9042 Border Foods Inc. |
| 1530 Vierling Drive E | Shakopee | MN | 55379 | 612/439-0540 Border Foods Inc. |
| 3464 N. Rice Street | Vadnais Heights | MN | 55126 | 651/481-9322 Border Foods Inc. |
| 580 Division Street | Waite Park | MN | 56387 | 320/406-1350 Border Foods Inc. |
| 200 24th Avenue Southeast | Willmar | MN | 56201 | 320/235-0705 Border Foods Inc. |
| 1455 Gilmore Ave | Winona | MN | 55987 | 507/452-1530 Border Foods Inc. |
| 8473 Tamarack Road | Woodbury | MN | 55125 | 651/501-8364 Border Foods Inc. |
| 926 Jeffco Blvd | Arnold | MO | 63010 | 636/296-8022 Bell Missouri LLC |
| 1932 Richardson Road | Arnold | MO | 63010 | 636/467-5077 K-Mac Enterprises Inc. |
| 913 NW 12th Ave | Ava | MO | 65608 | 417/683-4009 Roger Kjar |
| 15225 Manchester Rd | Ballwin | MO | 63011 | 636/230-0106 Bell Missouri LLC |
| 13775 Manchester Rd | Ballwin | MO | 63011 | 314/965-1232 Bell Missouri LLC |
| 7901 East 171st Street | Belton | MO | 64012 | 816/322-0307 Royal City Bell LLC |
| 1236 NW Woods Chapel Road | Blue Springs | MO | 64015 | 816/229-1105 FQSR LLC (dba KBP Foods) |
| 934 S 7 Highway | Blue Springs | MO | 64014 | 816/229-1924 Royal City Bell LLC |
| 525 NE Coronado Drive | Blue Springs | MO | 64014 | 816/220-1521 Royal City Bell LLC |
| 1875 S Springfield Ave | Bolivar | MO | 65613 | 417/777-2880 K-Mac Enterprises Inc. |
| 2440 Main Street | Boonville | MO | 65233 | 660/882-8484 K-Mac Enterprises Inc. |
| 100 Sharry St. | Bowling Green | MO | 63334 | 573/324-5409 Bell Missouri LLC |
| 2000 W. US Hwy 76 | Branson | MO | 65616 | 417/335-2576 K-Mac Enterprises Inc. |
| 3511 Shepherd Hills Expy | Branson | MO | 65616 | 417/336-5394 K-Mac Enterprises Inc. |
| 10738 Hwy 76 West | Branson West | MO | 65737 | 417/272-1388 K-Mac Enterprises Inc. |
| 12420 St Charles Rock Rd | Bridgeton | MO | 63044 | 314/770-1618 K-Mac Enterprises Inc. |
| 1113 W Fort Scott | Butler | MO | 64730 | 660/679-0781 K-Mac Enterprises Inc. |
| 4698 Highway W | Byrnes Mill | MO | 63051 | 636/671-4430 Bell Missouri LLC |
| 423 E Highway 54 | Camdenton | MO | 65020 | 573/346-7824 K-Mac Enterprises Inc. |
| 708 Baldwin | Cameron | MO | 64429 | 816/632-6234 FQSR LLC (dba KBP Foods) |
| 3039 Williams | Cape Girardeau | MO | 63703 | 573/335-6262 K-Mac Enterprises Inc. |

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| 335 N Kingshighway St | Cape Girardeau | MO | 63701 | 573/334-8101 Missouri Fiesta Inc. |
| 2603 Grand Ave | Carthage | MO | 64836 | 417/358-7703 K-Mac Enterprises Inc. |
| 84 South Main Street | Cassville | MO | 65625 | 417/847-5569 K-Mac Enterprises Inc. |
| 15548 Olive Blvd | Chesterfield | MO | 63017 | 636/537-2308 W & M Restaurants Inc. |
| 17090 Chesterfield Airport Rd. | Chesterfield | MO | 63005 | 636/537-0702 W & M Restaurants Inc. |
| 1029 S Washington St | Chillicothe | MO | 64601 | 660/646-1140 KC Bell Inc. |
| 1700 East Ohio St | Clinton | MO | 64735 | 660/885-4602 K-Mac Enterprises Inc. |
| 411 S Providence Rd | Columbia | MO | 65203 | 573/443-7354 Dunafon Enterprises Inc. |
| 508 E Nifong Blvd | Columbia | MO | 65201 | 573/875-0359 Dunafon Enterprises Inc. |
| 220 Business Loop 70 E | Columbia | MO | 65203 | 573/449-1421 Dunafon Enterprises Inc. |
| 2009 Bernadette Drive | Columbia | MO | 65203 | 573/446-4266 Dunafon Enterprises Inc. |
| 3301 Clark Lane | Columbia | MO | 65202 | 573/886-0625 Dunafon Enterprises Inc. |
| 1100 Smiley Lane | Columbia | MO | 65202 | 573/449-9801 CED Management LLC |
| 1421 Cinnamon Hill Lane | Columbia | MO | 65201 | 573/442-9721 CED Management LLC |
| 405 N. Franklin Street | Cuba | MO | 65453 | 573/885-7900 K-Mac Enterprises Inc. |
| 12866 Highway 21 | De Soto | MO | 63020 | 636/586-1370 K-Mac Enterprises Inc. |
| 412 N State St | Desloge | MO | 63601 | 573/431-6810 K-Mac Enterprises Inc. |
| 1403 Business Hwy 60 | Dexter | MO | 63841 | 573/624-6200 K-Mac Enterprises Inc. |
| 1501 S Business 54 | Eldon | MO | 65026 | 573/392-3555 Robert Atwell |
| 16100 Manchester Road | Ellisville | MO | 63011 | 636/200-2743 Bell Missouri LLC |
| 83 Hilltop Village Center Dr | Eureka | MO | 63025 | 636/938-6875 Bell Missouri LLC |
| 1744 West Jesse James Road | Excelsior Springs | MO | 64024 | 816/637-7564 FQSR LLC (dba KBP Foods) |
| 560 W Karsch Blvd | Farmington | MO | 63640 | 573/756-3111 K-Mac Enterprises Inc. |
| 1706 W. Columbia St. | Farmington | MO | 63640 | 573/756-1764 K-Mac Enterprises Inc. |
| 611 Gravois Rd. | Fenton | MO | 63026 | 636/349-4858 Bell Missouri LLC |
| 806 Lee Ave | Festus | MO | 63028 | 636/931-3960 Bell Missouri LLC |
| 1491 Dunn Road | Florissant | MO | 63033 | 314/839-8400 Bell Missouri LLC |
| 2525 N Lindbergh Blvd | Florissant | MO | 63033 | 314/837-6281 Bell Missouri LLC |
| 6934 Parker Rd | Florissant | MO | 63033 | 314/741-9743 Bell Missouri LLC |
| 1009 N Bluff | Fulton | MO | 65251 | 573/642-3309 K-Mac Enterprises Inc. |
| 6321 N Oak Trafficway | Gladstone | MO | 64118 | 816/413-8792 Royal City Bell LLC |
| 1101 N. Buckner Tarsney | Grain Valley | MO | 64029 | 816/867-4311 Royal City Bell LLC |
| 12918 S US Highway 71 | Grandview | MO | 64030 | 816/761-5040 Royal City Bell LLC |
| 6080 S. Lindbergh Blvd. | Green Park | MO | 63123 | 314/894-5283 K-Mac Enterprises Inc. |
| 4413 McMasters Ave | Hannibal | MO | 63401 | 573/221-7822 KBP Bells LLC |

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| 2010 N Commercial St | Harrisonville | MO | 64701 | 816/884-3031 K-Mac Enterprises Inc. |
| 7747 N Lindbergh Blvd. | Hazelwood | MO | 63042 | 314/837-7046 Bell Missouri LLC |
| 5950 Howdershell Rd | Hazelwood | MO | 63042 | 314/731-1606 Bell Missouri LLC |
| 2699 Ridge Point Drive | High Ridge | MO | 63049 | 636/376-0407 Bell Missouri LLC |
| 10255 Business HWY 21 | Hillsboro | MO | 63050 | 636/789-5700 K-Mac Enterprises Inc. |
| 103 Gage Dr. | Hollister | MO | 65672 | 417/334-9334 K-Mac Enterprises Inc. |
| 1213 Sam Houston Blvd. | Houston | MO | 65483 | 417/967-2240 Bell of Houston Inc. |
| 11020 E 23rd St S | Independence | MO | 64052 | 816/252-2835 Royal City Bell LLC |
| 2491 S. State Route 291 | Independence | MO | 64057 | 816/373-4903 Royal City Bell LLC |
| 4210 S Noland Rd | Independence | MO | 64055 | 816/373-4707 FQSR LLC (dba KBP Foods) |
| 16903 East 24 Hwy | Independence | MO | 64056 | 816/257-7457 Royal City Bell LLC |
| 1300-A S. Noland Rd | Independence | MO | 64055 | 816/461-1980 Royal City Bell LLC |
| 3927 Bolger Road | Independence | MO | 64055 | 816/350-3864 Royal City Bell LLC |
| 2271 East Jackson Blvd | Jackson | MO | 63755 | 573/204-1223 Missouri Fiesta Inc. |
| 21150 US Highway 71 | Jane | MO | 64856 | 417/226-0636 K-Mac Enterprises Inc. |
| 1905 Southwest Blvd | Jefferson City | MO | 65109 | 573/635-3773 K-Mac Enterprises Inc. |
| 2605 Missouri Blvd | Jefferson City | MO | 65109 | 573/635-5665 K-Mac Enterprises Inc. |
| 2005 Schotthilll Woods Rd. | Jefferson City | MO | 65101 | 573/632-0245 K-Mac Enterprises Inc. |
| 2601 Main Street | Joplin | MO | 64804 | 417/781-7800 TB Of America Inc. |
| 1029 S Range Line Rd | Joplin | MO | 64801 | 417/781-6522 TB Of America Inc. |
| 2315 West 7th Street | Joplin | MO | 64801 | 417/781-1200 TB Of America Inc. |
| 123 E Linwood | Kansas City | MO | 64111 | 816/753-3640 Royal City Bell LLC |
| 4017 Blue Ridge Cut-Off | Kansas City | MO | 64133 | 816/924-0151 Royal City Bell LLC |
| 1310 Emmanuel Cleaver II Blvd. | Kansas City | MO | 64110 | 816/756-1621 Royal City Bell LLC |
| 8215 Wornall Rd | Kansas City | MO | 64114 | 816/361-4606 Royal City Bell LLC |
| 6350 NW Barry Road | Kansas City | MO | 64154 | 816/746-1969 Royal City Bell LLC |
| 430 NE Barry Rd | Kansas City | MO | 64155 | 816/436-3390 Royal City Bell LLC |
| 6607 Prospect Ave | Kansas City | MO | 64132 | 816/444-6670 FQSR LLC (dba KBP Foods) |
| 1313 West 103rd Street | Kansas City | MO | 64114 | 816/892-9046 Royal City Bell LLC |
| 2825 NE Vivion Road | Kansas City | MO | 64119 | 816/452-2848 Royal City Bell LLC |
| 6350 North Lucerne | Kansas City | MO | 64151 | 816/741-9299 Royal City Bell LLC |
| 9301 NE Highway 152 | Kansas City | MO | 64158 | 816/415-9457 Royal City Bell LLC |
| 13111 State Line Road | Kansas City | MO | 64145 | 816/941-2771 Royal City Bell LLC |
| 9571 N McGee St | Kansas City | MO | 64155 | 816/420-0578 Royal City Bell LLC |
| 5925 Independence Ave | Kansas City | MO | 64125 | 816/920-7789 Royal City Bell LLC |

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| 7201 NE Parvin Road | Kansas City | MO | 64117 | 816/453-4169 Royal City Bell LLC |
| 5704 E Red Bridge Rd | Kansas City | MO | 64137 | 816/767-0608 Royal City Bell LLC |
| 4443 Blue Parkway Rd | Kansas City | MO | 64130 | 816/601-0903 Royal City Bell LLC |
| 1782 1st Street | Kennett | MO | 63857 | 573/888-1740 W & M Restaurants Inc. |
| 3188 US Highway 54 | Kingdom City | MO | 65262 | 573/642-2310 K-Mac Enterprises Inc. |
| 1217 S Baltimore | Kirksville | MO | 63501 | 660/665-9234 Dunafon Enterprises Inc. |
| 353 South Kirkwood Road | Kirkwood | MO | 63122 | 314/909-9803 Bell Missouri LLC |
| 901 Robert Raymond Dr. | Lake Saint Louis | MO | 63367 | 636/625-0731 Bell Missouri LLC |
| 21 East Highway 160 | Lamar | MO | 64759 | 417/682-3853 K-Mac Enterprises Inc. |
| 810 S Jefferson Ave. | Lebanon | MO | 65536 | 417/532-3068 K-Mac Enterprises Inc. |
| 615 Libby Lane | Lees Summit | MO | 64063 | 816/525-6360 Royal City Bell LLC |
| 605 NE Highway 291 | Lees Summit | MO | 64086 | 816/246-1577 Royal City Bell LLC |
| 3701 SW Hollywood Drive | Lees Summit | MO | 64082 | 816/623-3063 Royal City Bell LLC |
| 1700 SE Blue Parkway | Lees Summit | MO | 64063 | 816/525-2250 Royal City Bell LLC |
| 3225 SW 3rd Street | Lees Summit | MO | 64081 | 913/728-0269 Royal City Bell LLC |
| 851 NE Woods Chapel | Lees Summit | MO | 64064 | 816/282-2855 Royal City Bell LLC |
| 315 S 291 Hwy | Liberty | MO | 64068 | 816/781-6591 Royal City Bell LLC |
| 1304 North Missouri Street | Macon | MO | 63552 | 573/567-3741 Dunafon Enterprises Inc. |
| 2750 S. Big Bend Blvd. | Maplewood | MO | 63143 | 314/356-2121 Bell Missouri LLC |
| 1201 W College St | Marshall | MO | 65340 | 660/886-3200 K-Mac Enterprises Inc. |
| 1390 Spur Drive | Marshfield | MO | 65706 | 417/859-3808 K-Mac Enterprises Inc. |
| 11952 Dorsett Rd | Maryland Heights | MO | 63043 | 314/770-1400 Bell Missouri LLC |
| 1117 S Main St | Maryville | MO | 64468 | 660/562-3900 KC Bell Inc. |
| 607 West Monroe Street | Mexico | MO | 65265 | 573/581-7832 K-Mac Enterprises Inc. |
| 1700 N Morley | Moberly | MO | 65270 | 660/263-1221 Dunafon Enterprises Inc. |
| 829 E Highway 60 | Monett | MO | 65708 | 417/235-8787 K-Mac Enterprises Inc. |
| 510 E Mt Vernon Blvd | Mount Vernon | MO | 65712 | 417/466-1913 K-Mac Enterprises Inc. |
| 1818 N Main | Mountain Grove | MO | 65711 | 417/349-4108 Roger Kjar |
| 904 E. US Highway 60 | Mountain View | MO | 65548 | 417/934-2071 Bell of Mountain View Inc |
| 1710 Industrial Drive | Neosho | MO | 64850 | 417/451-7677 K-Mac Enterprises Inc. |
| 507 West Mt Vernon Street | Nixa | MO | 65714 | 417/725-5643 K-Mac Enterprises Inc. |
| 1040 Armour Rd | North Kansas City | MO | 64116 | 816/421-5227 Royal City Bell LLC |
| 201 SE 4th Street | Oak Grove | MO | 64075 | 816/690-3302 FQSR LLC (dba KBP Foods) |
| 603 S Main St | O'Fallon | MO | 63366 | 636/240-1288 Bell Missouri LLC |
| 102 Fallon Parkway | O'Fallon | MO | 63368 | 636/978-9380 Bell Missouri LLC |

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| 10426 Page Ave | Olivette | MO | 63132 | 314/733-0592 K-Mac Enterprises Inc. |
| 9339 Olive Blvd | Olivette | MO | 63132 | 314/997-2611 K-Mac Enterprises Inc. |
| 3554 Osage Beach Pkwy | Osage Beach | MO | 65065 | 573/365-4012 K-Mac Enterprises Inc. |
| 880 North 18th Street | Ozark | MO | 65721 | 417/581-3809 K-Mac Enterprises Inc. |
| 1630 West Osage Street | Pacific | MO | 63069 | 636/271-7070 Bell Missouri LLC |
| 1303 S Perryville Blvd | Perryville | MO | 63775 | 573/547-9100 K-Mac Enterprises Inc. |
| 1621 HIGHWAY Z | Pevely | MO | 63070 | 636/479-7243 Bell Missouri LLC |
| 1824 Prairie View Road | Platte City | MO | 64079 | 816/858-5675 KC Bell Inc. |
| 2015 N Highway 7 | Pleasant Hill | MO | 64080 | 816/987-9997 K-Mac Enterprises Inc. |
| 2761 N. Westwood Blvd | Poplar Bluff | MO | 63901 | 573/785-8877 K-Mac Enterprises Inc. |
| 108 S. Westwood Blvd. | Poplar Bluff | MO | 63901 | 573/686-5800 K-Mac Enterprises Inc. |
| 450 Highway 53 | Poplar Bluff | MO | 63901 | 573/609-8792 K-Mac Enterprises Inc. |
| 810 East High Street | Potosi | MO | 63664 | 573/436-4343 K-Mac Enterprises Inc. |
| 930 West Foxwood Drive | Raymore | MO | 64083 | 816/331-1344 Royal City Bell LLC |
| 9021 E. Highway 350 | Raytown | MO | 64133 | 816/356-4200 Royal City Bell LLC |
| 610 U.S. Hwy 60 East | Republic | MO | 65738 | 417/732-2393 K-Mac Enterprises Inc. |
| 806 Slumber Lane | Richmond | MO | 64085 | 816/776-5900 Dimple Jain |
| 174 Johnstown Drive | Rogersville | MO | 65742 | 417/753-3759 Roger Kjar |
| 1109 Bishop Avenue | Rolla | MO | 65401 | 573/364-7474 K-Mac Enterprises Inc. |
| 120 Highway 72 West | Rolla | MO | 65401 | 417/413-5350 K-Mac Enterprises Inc. |
| 2203 Droste Rd. | Saint Charles | MO | 63301 | 636/946-5656 Bell Missouri LLC |
| 2003 Zumbehl Rd | Saint Charles | MO | 63303 | 636/947-6263 Bell Missouri LLC |
| 3797 Elm Street | Saint Charles | MO | 63301 | 636/669-0051 Bell Missouri LLC |
| 620 S. Fifth Street | Saint Charles | MO | 63301 | 636/487-0251 KBP Bells LLC |
| 8299 Highway 47 | Saint Clair | MO | 63077 | 636/629-8338 W & M Restaurants Inc. |
| 320 N. Belt Hwy. | Saint Joseph | MO | 64506 | 816/233-7294 KC Bell Inc. |
| 3402 S Belt Hwy | Saint Joseph | MO | 64503 | 816/364-0601 KC Bell Inc. |
| 910 Francis Street | Saint Joseph | MO | 64501 | 816/232-5773 KC Bell Inc. |
| 3301 North Belt Hwy | Saint Joseph | MO | 64506 | 816/233-6900 KC Bell Inc. |
| 3501 S Grand Ave | Saint Louis | MO | 63118 | 314/771-7422 Bell Missouri LLC |
| 3440 So Kings Highway | Saint Louis | MO | 63139 | 314/352-1765 Bell Missouri LLC |
| 1324 Hampton Avenue | Saint Louis | MO | 63139 | 314/647-2139 Bell Missouri LLC |
| 5453 Telegraph Road | Saint Louis | MO | 63129 | 314/892-4412 Bell Missouri LLC |
| 626 N Kings Highway Blvd | Saint Louis | MO | 63108 | 314/367-9955 Bell Missouri LLC |
| 9787 St Charles Rock Rd | Saint Louis | MO | 63114 | 314/427-7222 K-Mac Enterprises Inc. |

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|---------------------------|--------------|----|-------|-------------------------------------|
| 5031 Natural Bridge | Saint Louis | MO | 63115 | 314/382-0029 Bell Missouri LLC |
| 851 N Skinker Blvd | Saint Louis | MO | 63130 | 314/863-3315 Bell Missouri LLC |
| 4254 Bayless Ave | Saint Louis | MO | 63123 | 314/638-3334 Bell Missouri LLC |
| 501 Chouteau | Saint Louis | MO | 63102 | 314/241-0223 K-Mac Enterprises Inc. |
| 4320 Butler Hill Road | Saint Louis | MO | 63128 | 314/487-5464 Bell Missouri LLC |
| 3715 Lemay Ferry Road | Saint Louis | MO | 63125 | 314/845-9669 K-Mac Enterprises Inc. |
| 13123 Olive Blvd | Saint Louis | MO | 63141 | 314/205-8295 Bell Missouri LLC |
| 10035 Manchester Road | Saint Louis | MO | 63122 | 314/909-8440 Bell Missouri LLC |
| 3204 Telegraph Rd | Saint Louis | MO | 63125 | 314/487-9831 Bell Missouri LLC |
| 7237 Watson Road | Saint Louis | MO | 63119 | 314/353-6661 Bell Missouri LLC |
| 9951 W Florissant Ave | Saint Louis | MO | 63136 | 314/521-0469 Bell Missouri LLC |
| 12850 Tesson Ferry Road | Saint Louis | MO | 63128 | 314/849-0610 Bell Missouri LLC |
| 2971 Dougherty Ferry Rd. | Saint Louis | MO | 63122 | 636/825-2912 Bell Missouri LLC |
| 1630 Jungermann Rd. | Saint Peters | MO | 63304 | 636/928-7975 Bell Missouri LLC |
| 159 Mid Rivers Mall Rd | Saint Peters | MO | 63376 | 636/970-6123 Bell Missouri LLC |
| 6082 Mid Rivers Mall Dr. | Saint Peters | MO | 63304 | 636/447-7266 Bell Missouri LLC |
| 4120 Mexico Road | Saint Peters | MO | 63376 | 636/926-3220 Bell Missouri LLC |
| 229 VFW Memorial Dr | Saint Robert | MO | 65584 | 573/336-4633 K-Mac Enterprises Inc. |
| 704 S. Main | Salem | MO | 65560 | 573/729-8700 Mundwiller Lorna |
| 820 S Highway 65 | Sedalia | MO | 65301 | 660/826-9147 K-Mac Enterprises Inc. |
| 132 Loveland Street | Seymour | MO | 65746 | 417/935-2655 Roger Kjar |
| 1165 S. Main | Sikeston | MO | 63801 | 573/471-7500 K-Mac Enterprises Inc. |
| 15700 N. US 169 HWY | Smithville | MO | 64089 | 816/873-2360 Royal City Bell LLC |
| 1348 N Glenstone | Springfield | MO | 65802 | 417/862-2554 K-Mac Enterprises Inc. |
| 2933 S National Ave. | Springfield | MO | 65804 | 417/882-3725 K-Mac Enterprises Inc. |
| 1335 W Kearney St | Springfield | MO | 65803 | 417/831-0076 K-Mac Enterprises Inc. |
| 3340 South Campbell | Springfield | MO | 65807 | 417/883-3670 K-Mac Enterprises Inc. |
| 3511 W Chestnut Expy. | Springfield | MO | 65802 | 417/865-4572 K-Mac Enterprises Inc. |
| 2249 East Sunshine | Springfield | MO | 65804 | 417/886-8897 K-Mac Enterprises Inc. |
| 629 West Sunshine Street | Springfield | MO | 65807 | 417/865-2560 K-Mac Enterprises Inc. |
| 601 South National Avenue | Springfield | MO | 65804 | 417/869-5801 K-Mac Enterprises Inc. |
| 4140 S Lipscomb Ave | Springfield | MO | 65807 | 417/883-1371 K-Mac Enterprises Inc. |
| 2047 E. Independence St | Springfield | MO | 65804 | 417/889-2271 K-Mac Enterprises Inc. |
| 3860 West Sunshine Street | Springfield | MO | 65807 | 417/708-2920 K-Mac Enterprises Inc. |
| 10750 E US Highway 24 | Sugar Creek | MO | 64054 | 816/836-5542 Royal City Bell LLC |

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|------------------------------------|-------------|----|-------|---|
| 344 S Service Rd E | Sullivan | MO | 63080 | 573/453-5277 Bell Missouri LLC |
| 235 E. Hwy 47 | Troy | MO | 63379 | 636/462-4873 Bell Missouri LLC |
| 301 Crestview | Union | MO | 63084 | 636/583-5445 W & M Restaurants Inc. |
| 2115 Smizer Station Road | Valley Park | MO | 63088 | 636/861-2230 Bell Missouri LLC |
| 701 N Maguire St | Warrensburg | MO | 64093 | 660/747-2877 K-Mac Enterprises Inc. |
| 705 N State Hwy 47 | Warrenton | MO | 63383 | 636/456-1343 Bell Missouri LLC |
| 777 Washington Sq Shoping Cntr | Washington | MO | 63090 | 636/239-1817 W & M Restaurants Inc. |
| 102 Lowes Ave. | Waynesville | MO | 65583 | 573/774-2339 K-Mac Enterprises Inc. |
| 1708 S Madison St | Webb City | MO | 64870 | 417/673-2135 TB Of America Inc. |
| 1139 W. Pearce Blvd. | Wentzville | MO | 63385 | 636/639-6822 Bell Missouri LLC |
| 1345 Southern Hills Drive | West Plains | MO | 65775 | 417/256-1131 K-Mac Enterprises Inc. |
| 405 E. Walnut Lane | Willard | MO | 65781 | 417/742-3197 K-Mac Enterprises Inc. |
| 904 Highway 278 East | Amory | MS | 38821 | 662/256-9195 West Quality Food Service Inc |
| 705 Highway 6 East | Batesville | MS | 38606 | 662/563-8941 V2 Inc. |
| 2335 Pass Road | Biloxi | MS | 39531 | 228/388-6950 B&G Capital & Gulf Coast Ventu |
| 913 Cedar Lake Rd | Biloxi | MS | 39532 | 228/392-0743 B&G Capital & Gulf Coast Ventu |
| 1000 North Second Street | Booneville | MS | 38829 | 662/720-6206 Little Foods Inc. |
| 1131 West Government Street | Brandon | MS | 39042 | 601/825-6715 Pacific Bells LLC |
| 977 Brookway Blvd | Brookhaven | MS | 39601 | 601/833-3598 Paradise Byrne Corporation |
| 5575 I-55 South | Byram | MS | 39272 | 601/346-8124 Pacific Bells LLC |
| 118 Soldier Colony Rd | Canton | MS | 39046 | 601/859-0440 Pacific Bells LLC |
| 125 Highway 16 W. | Carthage | MS | 39051 | 601/267-3661 West Richard |
| 614 S State St | Clarksdale | MS | 38614 | 662/627-4466 Woodland Bell Inc. |
| 606 N. Davis | Cleveland | MS | 38732 | 662/843-0459 Woodland Bell Inc. |
| 490 Springridge | Clinton | MS | 39056 | 601/924-4500 David Paradise |
| 807 Highway 98 | Columbia | MS | 39429 | 601/736-4422 B & G Food Enterprises LLC |
| 905 Alabama Street | Columbus | MS | 39702 | 662/329-1594 V2 Inc. |
| 2328 Highway 45 N | Columbus | MS | 39705 | 662/328-1615 V2 Inc. |
| 1021 S Cass St | Corinth | MS | 38834 | 662/415-5456 Little Foods Inc. |
| 10569 D'iberville Road | D'iberville | MS | 39540 | 228/396-9232 B&G Capital & Gulf Coast Ventu |
| 2331 Lakeland Drive | Flowood | MS | 39232 | 601/932-3796 Pacific Bells LLC |
| 103 Plaza Dr Ext | Flowood | MS | 39232 | 601/992-2409 Pacific Bells LLC |
| 1716 Dr Martin Luther King Jr Blvd | Greenville | MS | 38701 | 662/335-6562 K-Mac Enterprises Inc. |
| 1412 W Park Ave | Greenwood | MS | 38930 | 662/455-9475 Woodland Bell Inc. |
| 1651 Sunset Drive | Grenada | MS | 38901 | 662/226-1707 Pacific Bells LLC |

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|----------------------------|---------------|----|-------|---|
| 2417 25th Ave | Gulfport | MS | 39501 | 228/868-2653 B&G Capital & Gulf Coast Ventu |
| 11423 Highway 49 North | Gulfport | MS | 39503 | 228/832-9333 B&G Capital & Gulf Coast Ventu |
| 9384 Hwy 49 | Gulfport | MS | 39503 | 228/822-2868 B&G Capital & Gulf Coast Ventu |
| 831 Cowan Rd. | Gulfport | MS | 39507 | 228/896-7708 B&G Capital & Gulf Coast Ventu |
| 2407 Hardy St | Hattiesburg | MS | 39401 | 601/582-2270 Paradise Foods II |
| 4908 Hardy St | Hattiesburg | MS | 39402 | 601/268-6444 Paradise Foods II |
| 28073 Highway 28 | Hazlehurst | MS | 39083 | 601/894-5920 West Quality Food Service Inc |
| 2650 McIngvale Rd. | Hernando | MS | 38632 | 662/449-3036 Hospitality Memphis Inc. |
| 620 Highway 7 | Holly Springs | MS | 38635 | 662/252-2351 West Quality Food Service Inc |
| 999 Goodman Road | Horn Lake | MS | 38637 | 662/349-1963 Hospitality Memphis Inc. |
| 3910 Goodman Road West | Horn Lake | MS | 38637 | 662/393-3445 Hospitality Memphis Inc. |
| 1014 Highway 82 | Indianola | MS | 38751 | 662/887-5842 R & J Foods LLC |
| 3276 Highway 80 West | Jackson | MS | 39204 | 601/355-2957 Pacific Bells LLC |
| 330 W Northside Dr | Jackson | MS | 39206 | 601/362-7949 Pacific Bells LLC |
| 1200 High Street | Jackson | MS | 39202 | 601/354-3164 Pacific Bells LLC |
| 2804 Suncrest Drive | Jackson | MS | 39212 | 601/373-3151 Pacific Bells LLC |
| 44 Veterans Memorial Drive | Kosciusko | MS | 39090 | 662/289-7568 West Quality Food Service Inc |
| 132 South 16th Avenue | Laurel | MS | 39440 | 601/425-0098 Paradise Foods II |
| 958 W. Main Street | Louisville | MS | 39339 | 662/773-5288 West Quality Food Service Inc |
| 11282 Old 63 South | Lucedale | MS | 39452 | 601/947-4083 B & G Food Enterprises LLC |
| 236 KFC Road | Macon | MS | 39341 | 662/726-4351 West Quality Food Service Inc |
| 1853 Main Street | Madison | MS | 39110 | 601/605-0933 Pacific Bells LLC |
| 1558 Hwy 49 | Magee | MS | 39111 | 601/849-1661 Pacific Bells LLC |
| 1209 Delaware Avenue | McComb | MS | 39648 | 601/684-6556 David Paradise |
| 4821 8th Street | Meridian | MS | 39307 | 601/485-3568 Pacific Bells LLC |
| 95 S Frontage Rd | Meridian | MS | 39301 | 601/485-6061 Pacific Bells LLC |
| 2106 N Hills St | Meridian | MS | 39305 | 601/485-6437 Pacific Bells LLC |
| 6732 Hwy 63 | Moss Point | MS | 39563 | 228/474-8873 B&G Capital & Gulf Coast Ventu |
| 34 Sergeant Prentiss Dr | Natchez | MS | 39120 | 601/445-7494 Paradise Byrne Corporation |
| 200 Park Plaza | New Albany | MS | 38652 | 662/266-6966 Little Foods Inc. |
| 289 East Side Drive | Newton | MS | 39345 | 601/683-3115 West Richard |
| 3134 Bienville Blvd | Ocean Springs | MS | 39564 | 228/818-1767 B&G Capital & Gulf Coast Ventu |
| 7402 Washington Ave. | Ocean Springs | MS | 39564 | 228/382-1082 B & G Food Enterprises LLC |
| 7500 Commerce | Olive Branch | MS | 38654 | 662/895-4811 Pacific Bells LLC |
| 7147 Hacks Cross Road | Olive Branch | MS | 38654 | 662/890-1259 Pacific Bells LLC |

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| 1726 University Ave | Oxford | MS | 38655 | 662/234-4403 V2 Inc. |
| 3259 Denny Avenue | Pascagoula | MS | 39581 | 228/762-2380 B&G Capital & Gulf Coast Ventu |
| 3051 Highway 80 East | Pearl | MS | 39208 | 601/932-8671 Pacific Bells LLC |
| 15 Brinker Dr. | Petal | MS | 39465 | 601/582-7993 Paradise Foods Inc. |
| 394 Main Street | Philadelphia | MS | 39350 | 601/656-0706 Pacific Bells LLC |
| 425 Memorial Blvd | Picayune | MS | 39466 | 601/798-0609 B & G Food Enterprises LLC |
| 2467 Hwy 15 N. | Pontotoc | MS | 38863 | 662/489-8467 V2 Inc. |
| 1170 Highway 49 South | Richland | MS | 39218 | 601/932-7686 Pacific Bells LLC |
| 1146 E County Line Rd | Ridgeland | MS | 39157 | 601/957-3302 Pacific Bells LLC |
| 497 City Avenue | Ripley | MS | 38663 | 662/837-2796 West Quality Food Service Inc |
| 209 Norfleet Dr | Senatobia | MS | 38668 | 662/562-8300 V2 Inc. |
| 580 Church Rd. | Southaven | MS | 38671 | 662/280-5297 Hospitality Memphis Inc. |
| 3920 Goodman Rd | Southaven | MS | 38672 | 662/890-3510 Pacific Bells LLC |
| 1117 Main St | Southaven | MS | 38671 | 662/393-0404 Pacific Bells LLC |
| 207 Highway 12 West | Starkville | MS | 39759 | 662/323-5174 V2 Inc. |
| 600 S. Gloster St | Tupelo | MS | 38801 | 662/401-1585 Little Foods Inc. |
| 884 Barnes Crossing Road | Tupelo | MS | 38801 | 662/401-6012 Little Foods Inc. |
| 2732 West Main Street | Tupelo | MS | 38801 | 662/255-6446 Little Foods Inc. |
| 3416 Pemberton Square Blvd | Vicksburg | MS | 39180 | 601/638-5231 Pacific Bells LLC |
| 456 Highway 90 | Waveland | MS | 39576 | 228/466-0630 B&G Capital & Gulf Coast Ventu |
| 700 1/2 Mississippi Drive | Waynesboro | MS | 39367 | 601/735-4911 West Quality Food Service Inc |
| 6095 Highway 45 Alt South | West Point | MS | 39773 | 662/494-5566 V2 Inc. |
| 1911 Azalea Dr S | Wiggins | MS | 39577 | 601/528-9191 B & G Food Enterprises LLC |
| 1554 Jerry Clower Blvd | Yazoo City | MS | 39194 | 662/716-7003 Pacific Bells LLC |
| 206 W Madison | Belgrade | MT | 59714 | 406/813-8065 CMR Restaurants LLC |
| 1026 Grand Ave | Billings | MT | 59102 | 406/252-9186 CLC Billings Inc. |
| 2338 Central Avenue | Billings | MT | 59102 | 406/652-3946 CLC Billings Inc. |
| 633 Main St | Billings | MT | 59105 | 406/259-9116 CLC Billings Inc. |
| 1006 Shilo Crossings Blvd | Billings | MT | 59102 | 406/652-2916 CMR Restaurants LLC |
| 749 Commerce Way | Billings | MT | 59101 | 406/200-7039 CMR Restaurants LLC |
| 2817 West Main Street | Bozeman | MT | 59718 | 406/586-8985 CLC Montana LLC |
| 2505 Catamount Street | Bozeman | MT | 59715 | 406/624-6053 CMR Restaurants LLC |
| 2939 Harrison Ave | Butte | MT | 59701 | 406/494-5252 MTB 2 Inc. |
| 1601 3rd Street N W | Great Falls | MT | 59404 | 406/452-4400 CLC Montana LLC |
| 1901 10th Ave. South | Great Falls | MT | 59405 | 406/761-9532 CLC Montana LLC |

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| 1007 N 1st St | Hamilton | MT | 59840 | 406/375-0900 MTB 10 Inc. |
| 2815 North Montana | Helena | MT | 59601 | 406/442-2900 MTB 3 Inc. |
| 535 E. Idaho | Kalispell | MT | 59901 | 406/755-8226 MTB 4 Inc. |
| 119 SE 4th Street | Laurel | MT | 59044 | 406/628-7966 CMR Restaurants LLC |
| 2410 Park St South Ste 1 | Livingston | MT | 59047 | 406/333-2851 CMR Restaurants LLC |
| 3400 Brooks Street | Missoula | MT | 59801 | 406/728-8689 MTB 1 Inc. |
| 651 E Broadway | Missoula | MT | 59802 | 406/728-6667 MTB 3 Inc. |
| 2320 North Reserve | Missoula | MT | 59808 | 406/721-3739 MTB 6 Inc. |
| 105 Ridgewater Dr. | Polson | MT | 59860 | 406/872-2500 MTB Polson LLC |
| 11145 US Highway 15 501 | Aberdeen | NC | 28315 | 910/692-7920 Luihn VantEdge Partners LLC |
| 1500-10 E. Memorial Drive | Ahoskie | NC | 27910 | 252/332-5297 FQSR LLC (dba KBP Foods) |
| 826 Highway 27 E | Albemarle | NC | 28001 | 704/982-6394 Luihn VantEdge Partners LLC |
| 1205 Laura Village Drive | Apex | NC | 27523 | 919/363-6684 Luihn VantEdge Partners LLC |
| 10102 S Main St | Archdale | NC | 27263 | 336/804-5011 BurgerBusters VIII L.L.C. |
| 625 W Dixie Dr | Asheboro | NC | 27205 | 336/626-3335 Luihn VantEdge Partners LLC |
| 67 Tunnel Road | Asheville | NC | 28805 | 828/253-4240 Mid-South Bells LLC |
| 985 Patton Ave | Asheville | NC | 28806 | 828/259-9331 Mid-South Bells LLC |
| 872 Brevard Rd | Asheville | NC | 28806 | 828/667-9901 Mid-South Bells LLC |
| 1885 Hendersonville Rd | Asheville | NC | 28803 | 828/684-3077 Mid-South Bells LLC |
| 1798 Live Oak Street | Beaufort | NC | 28516 | 252/671-0703 Hagan & Hagan Inc. |
| 12340 State Highway 210 | Benson | NC | 27504 | 919/209-0405 Luihn VantEdge Partners LLC |
| 602 E. Main St | Benson | NC | 27504 | 919/207-1244 Luihn VantEdge Partners LLC |
| 126 NC Hwy 801 N | Bermuda Run | NC | 27006 | 336/941-3145 BurgerBusters VIII L.L.C. |
| 530 NC Highway 9 | Black Mountain | NC | 28711 | 828/669-0087 Mid-South Bells LLC |
| 219 South Main St. | Boiling Springs | NC | 28017 | 704/434-0002 MTLD Inc. |
| 1093 Blowing Rock Rd | Boone | NC | 28607 | 828/264-4766 Tacala Tennessee Corp. |
| 801 NC Highway 53 East | Burgaw | NC | 28425 | 910/259-5681 Bell Carolina LLC |
| 1812 N. Church St | Burlington | NC | 27217 | 336/228-1174 BurgerBusters Inc. |
| 309 Huffman Mill Road | Burlington | NC | 27215 | 336/584-7543 BurgerBusters Inc. |
| 855 NC Highway 24 87 | Cameron | NC | 28326 | 919/499-2690 Bell Carolina LLC |
| 1232 Birch Street Extension | Camp Lejeune | NC | 28547 | 910/450-6918 Bell Carolina LLC |
| 660 Champion Drive | Canton | NC | 28716 | 828/646-9009 Mid-South Bells LLC |
| 1120 Kildaire Farm Rd | Cary | NC | 27511 | 919/481-0850 Luihn VantEdge Partners LLC |
| 2101 Walnut St | Cary | NC | 27511 | 919/852-0680 Luihn VantEdge Partners LLC |
| 1011 N Harrison Ave | Cary | NC | 27513 | 919/467-6318 Luihn VantEdge Partners LLC |

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|-----------------------------|----------------|----|-------|--|
| 48 Knox Way | Chapel Hill | NC | 27516 | 919/240-5567 Luihn VantEdge Partners LLC |
| 1800 E Woodlawn Rd | Charlotte | NC | 28209 | 704/522-7604 Phoenix Taco L.L.C. |
| 3612 N Sharon Amity Rd. | Charlotte | NC | 28205 | 704/568-8852 EM Squared LLC |
| 5110 Sunset Rd | Charlotte | NC | 28269 | 704/596-8123 Phoenix Taco L.L.C. |
| 2405 South Blvd | Charlotte | NC | 28203 | 704/525-3661 Phoenix Taco L.L.C. |
| 3117 Freedom Drive | Charlotte | NC | 28208 | 704/391-9860 Phoenix Taco L.L.C. |
| 4601 N Tryon St | Charlotte | NC | 28213 | 704/596-3134 Phoenix Taco L.L.C. |
| 6424 Albemarle Rd | Charlotte | NC | 28212 | 704/537-3070 Phoenix Taco L.L.C. |
| 2834 Boyer Street | Charlotte | NC | 28208 | 704/697-8002 Phoenix Taco L.L.C. |
| 5540 University Pointe Blvd | Charlotte | NC | 28262 | 704/510-2228 Phoenix Taco L.L.C. |
| 1101 East Church Street | Cherryville | NC | 28021 | 704/435-9090 Fulenwider Enterprises Inc. |
| 11657 Highway 70 West | Clayton | NC | 27520 | 919/553-2934 Luihn VantEdge Partners LLC |
| 2437 Lewisville Clemmons Rd | Clemmons | NC | 27012 | 336/766-0107 BurgerBusters Inc. |
| 1435 River Ridge Dr | Clemmons | NC | 27012 | 336/712-8055 BurgerBusters VIII L.L.C. |
| 1410 Sunset Avenue | Clinton | NC | 28328 | 910/592-1269 Bell Carolina LLC |
| 30 Shuford Road | Columbus | NC | 28722 | 828/894-2445 Fulenwider Enterprises Inc. |
| 258 Concord Parkway So. | Concord | NC | 28027 | 704/721-0114 John R. Neal |
| 7751 Gateway Lane | Concord | NC | 28027 | 704/979-8386 John R. Neal |
| 1094 Concord Parkway N. | Concord | NC | 28027 | 704/795-0255 EM Squared LLC |
| 3815 Concord Parkway S. | Concord | NC | 28027 | 704/788-3267 EM Squared LLC |
| 3456 Miller Bridge Road | Connelly Spg | NC | 28612 | 828/435-2862 Fulenwider Enterprises Inc. |
| 20329 W Catawba Ave | Cornelius | NC | 28031 | 704/892-6494 Phoenix Taco L.L.C. |
| 1544 Highway 56 | Creedmoor | NC | 27522 | 919/528-1027 Luihn VantEdge Partners LLC |
| 6159 Hwy 16 South | Denver | NC | 28037 | 704/483-9120 Fulenwider Enterprises Inc. |
| 181 Highway 16 S | Denver | NC | 28037 | 704/822-8546 Fulenwider Enterprises Inc. |
| 723 E Cumberland St | Dunn | NC | 28334 | 910/891-5751 Luihn VantEdge Partners LLC |
| 3570 Hillsborough Rd | Durham | NC | 27705 | 919/383-0081 Luihn VantEdge Partners LLC |
| 2101 E NC Highway 54 | Durham | NC | 27713 | 919/544-7954 Luihn VantEdge Partners LLC |
| 3821 North Duke Street | Durham | NC | 27702 | 919/471-2911 Luihn VantEdge Partners LLC |
| 1804 South Miami Blvd. | Durham | NC | 27703 | 919/957-0745 Luihn VantEdge Partners LLC |
| 1110 W. NC 54 | Durham | NC | 27707 | 919/419-9428 Luihn VantEdge Partners LLC |
| 3509 WESTGATE DR | Durham | NC | 27707 | 919/489-9537 Luihn VantEdge Partners LLC |
| 726 S Van Buren Rd | Eden | NC | 27288 | 336/623-8226 Fulenwider Enterprises Inc. |
| 232 Virginia Rd | Edenton | NC | 27932 | 252/482-2204 BurgerBusters VIII L.L.C. |
| 301 W Ehringhaus Street | Elizabeth City | NC | 27909 | 252/338-2000 BurgerBusters X LLC |

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|---------------------------------|---------------|----|-------|--|
| 321 S. Poplar St | Elizabethtown | NC | 28337 | 910/879-0016 Bell Carolina LLC |
| 551 CC Camp Road | Elkin | NC | 28621 | 336/526-2447 BurgerBusters Inc. |
| 1042 Bragg Blvd | Fayetteville | NC | 28301 | 910/485-3868 Bell Carolina LLC |
| 2819 Raeford Road | Fayetteville | NC | 28303 | 910/484-0088 Bell Carolina LLC |
| 1925 Skibo Rd | Fayetteville | NC | 28314 | 910/487-6005 Bell Carolina LLC |
| 4705 Ramsey St | Fayetteville | NC | 28311 | 910/822-6940 Bell Carolina LLC |
| 2966 Owen Dr | Fayetteville | NC | 28306 | 910/323-2999 Bell Carolina LLC |
| 2130 Cedar Creek Road | Fayetteville | NC | 28312 | 910/486-7866 Bell Carolina LLC |
| 6894 Cliffdale Road | Fayetteville | NC | 28314 | 910/864-0005 Bell Carolina LLC |
| 5915 Yadkin Road | Fayetteville | NC | 28303 | 910/868-5729 Bell Carolina LLC |
| 7647 S Raeford Rd | Fayetteville | NC | 28304 | 910/484-4481 Bell Carolina LLC |
| 1856 US Hwy 74A Bypass | Forest City | NC | 28043 | 828/286-9982 Mid-South Bells LLC |
| 6 Hyatt Rd | Franklin | NC | 28734 | 828/524-5142 Mid-South Bells LLC |
| 1384 North Main Street | Fuquay Varina | NC | 27526 | 919/557-5283 Luihn VantEdge Partners LLC |
| 5530 North Carolina Highway 42 | Garner | NC | 27529 | 919/773-2440 Luihn VantEdge Partners LLC |
| 1125 US HIGHWAY 70 | Garner | NC | 27529 | 919/803-4328 Luihn VantEdge Partners LLC |
| 1110 E. Hudson Blvd. | Gastonia | NC | 28054 | 704/854-5308 Phoenix Taco L.L.C. |
| 2125 N. Chester Street | Gastonia | NC | 28052 | 704/833-0486 EM Squared LLC |
| 1106 11th St | Goldsboro | NC | 27534 | 919/735-2744 Coastal Plains Restaurants LL |
| 2507 E Ash Street | Goldsboro | NC | 27534 | 919/735-9320 Coastal Plains Restaurants LL |
| 507 South Main Street | Graham | NC | 27253 | 336/513-0095 BurgerBusters Inc. |
| 2610 Battleground Ave | Greensboro | NC | 27408 | 336/288-1086 BurgerBusters Inc. |
| 4809 W Market St | Greensboro | NC | 27407 | 336/855-5230 BurgerBusters Inc. |
| 1115 Summit Ave | Greensboro | NC | 27405 | 336/379-9127 BurgerBusters Inc. |
| 4620 Highpoint Rd | Greensboro | NC | 27407 | 336/855-9063 BurgerBusters Inc. |
| 2515 High Point Rd. | Greensboro | NC | 27403 | 336/294-0100 BurgerBusters Inc. |
| 3740 Battleground Ave | Greensboro | NC | 27410 | 336/288-3740 BurgerBusters Inc. |
| 1301 Bridford Pkwy | Greensboro | NC | 27407 | 336/855-5627 BurgerBusters Inc. |
| 617 Hickory Ridge Drive | Greensboro | NC | 27409 | 336/841-8226 BurgerBusters Inc. |
| 2239 Martin Luther King Jr Blvd | Greensboro | NC | 27406 | 336/333-9296 BurgerBusters Inc. |
| 103 E Elmsley Drive | Greensboro | NC | 27406 | 336/897-3557 BurgerBusters VIII L.L.C. |
| 3810 N. Church St. | Greensboro | NC | 27455 | 336/763-1004 BurgerBusters VIII L.L.C. |
| 330 East Arlington Blvd | Greenville | NC | 27858 | 252/355-1511 Coastal Plains Restaurants LL |
| 1991 Stantonburg Rd | Greenville | NC | 27834 | 252/757-1711 Coastal Plains Restaurants LL |
| 116 W. 10th St. | Greenville | NC | 27834 | Coastal Plains Restaurants LL |

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| 17200 US Highway 17 | Hampstead | NC | 28443 | 910/270-3532 Bell Carolina LLC |
| 707 East Main Street | Havelock | NC | 28532 | 252/447-5889 Hagan & Hagan Inc. |
| 1737 Dabney Drive | Henderson | NC | 27536 | 252/436-9072 Luihn VantEdge Partners LLC |
| 1819 Four Seasons | Hendersonville | NC | 28792 | 828/697-2029 Mid-South Bells LLC |
| 1210 Hwy 321 NW | Hickory | NC | 28601 | 828/304-0035 Fulenwider Enterprises Inc. |
| 2451 Springs Rd NE | Hickory | NC | 28601 | 828/256-3931 Phoenix Taco L.L.C. |
| 205 Eastchester Dr | High Point | NC | 27262 | 336/841-4818 BurgerBusters Inc. |
| 2701 S Main St | High Point | NC | 27263 | 336/887-6618 BurgerBusters Inc. |
| 353 S. Churton Street | Hillsborough | NC | 27278 | 919/732-5590 Luihn VantEdge Partners LLC |
| 97 Village Dr | Holly Ridge | NC | 28445 | 910/327-8770 Bell Carolina LLC |
| 7108 G. B. Alford Highway | Holly Springs | NC | 27540 | 919/557-3801 Luihn VantEdge Partners LLC |
| 3014 N Main St | Hope Mills | NC | 28348 | 910/423-4281 Bell Carolina LLC |
| 13710 Independence Blvd | Indian Trail | NC | 28079 | 704/882-4701 Phoenix Taco L.L.C. |
| 117 Western Blvd | Jacksonville | NC | 28546 | 910/353-1832 Bell Carolina LLC |
| 2095 N Marine Blvd | Jacksonville | NC | 28546 | 910/455-3996 Bell Carolina LLC |
| 403 S Marine Blvd | Jacksonville | NC | 28540 | 910/346-9778 Bell Carolina LLC |
| 2055 Gum Branch Rd | Jacksonville | NC | 28540 | 910/353-4055 Bell Carolina LLC |
| 2281 Spider Dr. | Kannapolis | NC | 28083 | 704/788-9767 EM Squared LLC |
| 1112 S Cannon Blvd | Kannapolis | NC | 28083 | 704/935-2560 Phoenix Taco L.L.C. |
| 1003 South Main Street | Kernersville | NC | 27284 | 336/993-8226 BurgerBusters Inc. |
| 109 Ingram Drive | King | NC | 27021 | 336/985-2625 Fulenwider Enterprises Inc. |
| 705 York Road | Kings Mountain | NC | 28086 | 704/739-2427 Fulenwider Enterprises Inc. |
| 1806 W Vernon Avenue | Kinston | NC | 28501 | 252/527-5555 Bell Carolina LLC |
| 700 US 70 West | Kinston | NC | 28504 | 252/559-1149 Bell Carolina LLC |
| 7036 Knightdale Blvd | Knightdale | NC | 27545 | 919/217-9524 Luihn VantEdge Partners LLC |
| 1306 Scotland Crossing | Laurinburg | NC | 28352 | 910/277-0035 Luihn VantEdge Partners LLC |
| 101 Thomas Garst Lane | Leland | NC | 28451 | 910/371-2187 Bell Carolina LLC |
| 160 Blowing Rock Blvd | Lenoir | NC | 28645 | 828/754-4037 Phoenix Taco L.L.C. |
| 104 W. Cornelius Harnett Blvd | Lillington | NC | 27546 | 910/814-1115 Luihn VantEdge Partners LLC |
| 1446 East Main Street | Lincolnton | NC | 28092 | 704/736-1188 Phoenix Taco L.L.C. |
| 1714 West Main Street | Locust | NC | 28097 | 704/888-3471 EM Squared LLC |
| 207 S. Bickett Boulevard | Louisburg | NC | 27549 | 919/496-4919 Luihn VantEdge Partners LLC |
| 2100 N Roberts Ave | Lumberton | NC | 28358 | 910/738-7574 Bell Carolina LLC |
| 182 US 70 W | Marion | NC | 28752 | 828/652-9233 Mid-South Bells LLC |
| 1312 Mebane Oaks Road | Mebane | NC | 27302 | 919/568-9530 BurgerBusters VIII L.L.C. |

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| 185 Freedom Way | Midway Park | NC | 28544 | 910/353-9455 Bell Carolina LLC |
| 9030 Lawyers Road | Mint Hill | NC | 28227 | 704/545-6665 Phoenix Taco L.L.C. |
| 1260 Yadkinville Rd | Mocksville | NC | 27028 | 336/751-7031 Fulenwider Enterprises Inc. |
| 101 Norman Station Blvd | Mooresville | NC | 28117 | 704/664-4402 Phoenix Taco L.L.C. |
| 4039 Arendell St | Morehead City | NC | 28557 | 252/247-0549 Hagan & Hagan Inc. |
| 1225 Burkemont Ave | Morganton | NC | 28655 | 828/439-2445 Fulenwider Enterprises Inc. |
| 401 Carbon City Road | Morganton | NC | 28655 | 828/201-2060 Fulenwider Enterprises Inc. |
| 1108 Morrisville-Carpenter Rd | Morrisville | NC | 27560 | 919/377-0226 Luihn VantEdge Partners LLC |
| 2152 Rockford St | Mount Airy | NC | 27030 | 336/719-2222 Luihn VantEdge Partners LLC |
| 103 Highway 55 West | Mount Olive | NC | 28365 | 919/658-8331 Coastal Plains Restaurants LL |
| 2042 Us 19 | Murphy | NC | 28906 | 828/837-6641 Mid-South Bells LLC |
| 7320 S. Virginia Dare Trail | Nags Head | NC | 27959 | 252/441-3028 BurgerBusters X LLC |
| 475 W Washington St | Nashville | NC | 27856 | 252/459-6577 Coastal Plains Restaurants LL |
| 1815 Neuse Blvd | New Bern | NC | 28560 | 252/633-2355 Hagan & Hagan Inc. |
| 971 E US 70 Hwy. | New Bern | NC | 28560 | 252/636-0628 Hagan & Hagan Inc. |
| 2717 Northwest Blvd | Newton | NC | 28658 | 828/468-8780 Phoenix Taco L.L.C. |
| 3 Sparta Rd | North Wilkesboro | NC | 28659 | 336/566-3235 EM Squared LLC |
| 527 East Industry Drive | Oxford | NC | 27565 | 919/693-3424 Luihn VantEdge Partners LLC |
| 942 E 3rd St | Pembroke | NC | 28372 | 910/521-7485 Bell Carolina LLC |
| 700 Forest Gate Center | Pisgah Forest | NC | 28768 | 828/883-5838 Mid-South Bells LLC |
| 63 Lowes Drive | Pittsboro | NC | 27312 | 919/545-8999 Luihn VantEdge Partners LLC |
| 860 Highway 64 East | Plymouth | NC | 27962 | 252/793-4499 Paris & Potter KT of Plymouth |
| 220 LAURINBURG RD | Raeford | NC | 28376 | 910/248-6632 Luihn VantEdge Partners LLC |
| 6404 Glenwood Ave | Raleigh | NC | 27612 | 919/787-9805 Luihn VantEdge Partners LLC |
| 3224 S Wilmington St | Raleigh | NC | 27603 | 919/779-1522 Luihn VantEdge Partners LLC |
| 5434 Six Forks Rd | Raleigh | NC | 27609 | 919/781-5458 Luihn VantEdge Partners LLC |
| 3821 Western Blvd | Raleigh | NC | 27606 | 919/851-9034 Luihn VantEdge Partners LLC |
| 2748 Capital Blvd. | Raleigh | NC | 27604 | 919/832-6450 Luihn VantEdge Partners LLC |
| 8801 Six Forks Road | Raleigh | NC | 27615 | 919/870-9107 Luihn VantEdge Partners LLC |
| 6405 Falls Of Neuse Rd. | Raleigh | NC | 27615 | 919/872-6902 Luihn VantEdge Partners LLC |
| 3408 Poole Road | Raleigh | NC | 27610 | 919/212-2504 Luihn VantEdge Partners LLC |
| 8470 Louisburg Rd | Raleigh | NC | 27616 | 919/703-0259 Luihn VantEdge Partners LLC |
| 2304 Hillsborough St. | Raleigh | NC | 27607 | 919/803-7234 Luihn VantEdge Partners LLC |
| 4004 Capital Blvd | Raleigh | NC | 27604 | 919/872-9020 Luihn VantEdge Partners LLC |
| 977 High Point St. | Randleman | NC | 27317 | 336/495-5584 Luihn VantEdge Partners LLC |

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| 1636 Freeway Dr. | Reidsville | NC | 27320 | 336/342-1442 Fulenwider Enterprises Inc. |
| 422 W. Church Street | Richfield | NC | 28137 | 704/463-0813 Fulenwider Enterprises Inc. |
| 126 Ervintown Rd | Richlands | NC | 28574 | 910/324-2310 Bell Carolina LLC |
| 1801 Julian R Allsbrook Hwy | Roanoke Rapids | NC | 27870 | 252/308-0210 Coastal Plains Restaurants LL |
| 1221 E Broad St | Rockingham | NC | 28379 | 910/997-2006 Luihn VantEdge Partners LLC |
| 2644 Sunset Ave | Rocky Mount | NC | 27801 | 252/443-0747 Coastal Plains Restaurants LL |
| 1451 Benvenue Road | Rocky Mount | NC | 27804 | 252/557-9215 Coastal Plains Restaurants LL |
| 2180 Durham Road | Roxboro | NC | 27573 | 336/599-2210 Kentucky Fried Chicken Take Ho |
| 1058 W. Broad Street | Saint Pauls | NC | 28384 | 910/865-3129 Bell Carolina LLC |
| 1910 South Horner Blvd | Sanford | NC | 27330 | 919/775-3545 Luihn VantEdge Partners LLC |
| 4461 Main Street | Shallotte | NC | 28470 | 910/499-9077 Bell Carolina LLC |
| 349 Walmart Supercenter Dr. | Siler City | NC | 27344 | 984/265-3804 Luihn VantEdge Partners LLC |
| 1217 N Bright Leaf Blvd | Smithfield | NC | 27577 | 919/989-8877 Luihn VantEdge Partners LLC |
| 5415 N Croatan Hwy | Southern Shores | NC | 27949 | 252/715-0138 BurgerBusters VIII L.L.C. |
| 4921 Long Beach Road | Southport | NC | 28461 | 910/457-6707 Bell Carolina LLC |
| 116 N 4th St | Spring Lake | NC | 28390 | 910/436-3434 Bell Carolina LLC |
| 12358 Highway 226 South | Spruce Pine | NC | 28777 | 828/765-1532 Fulenwider Enterprises Inc. |
| 6650 NC Highway 135 | Stoneville | NC | 27048 | 336/548-8226 Fulenwider Enterprises Inc. |
| 650 W Corbett Ave | Swansboro | NC | 28584 | 910/326-4200 Bell Carolina LLC |
| 375 E Main St | Sylva | NC | 28779 | 828/586-8108 Mid-South Bells LLC |
| 1304 Western Blvd | Tarboro | NC | 27886 | 252/641-4455 Coastal Plains Restaurants LL |
| 24 Liledoun Road | Taylorsville | NC | 28681 | 828/632-5153 Felker Day Inc. |
| 1047 Charlotte Highway | Troutman | NC | 28166 | 704/508-1210 Phoenix Taco L.L.C. |
| 201 Walton Drive | Wadesboro | NC | 28170 | 980/278-8055 Luihn VantEdge Partners LLC |
| 2207 S. Main Street | Wake Forest | NC | 27587 | 919/554-4924 Luihn VantEdge Partners LLC |
| 3409 Pearlview Drive | Walkertown | NC | 27051 | 336/595-2255 BurgerBusters VIII L.L.C. |
| 5710 S NC 41 Hwy | Wallace | NC | 28466 | 910/285-8677 Bell Carolina LLC |
| 2694 W NC 24 Hwy | Warsaw | NC | 28398 | 910/293-2137 Bell Carolina LLC |
| 1306 Carolina Ave | Washington | NC | 27889 | 252/948-2608 Hagan & Hagan Inc. |
| 2087 S. Main St. | Waynesville | NC | 28786 | 828/456-7890 Mid-South Bells LLC |
| 150 Enterprise Road | Welcome | NC | 27374 | 336/764-1411 EM Squared LLC |
| 51 Beaver Creek School Rd | West Jefferson | NC | 28694 | 336/246-8871 Fulenwider Enterprises Inc. |
| 1712 S. JK Powell Blvd. | Whiteville | NC | 28472 | 910/640-1119 Bell Carolina LLC |
| 6403 W Interstate Ct | Whitsett | NC | 27377 | 336/449-0125 BurgerBusters Inc. |
| 622 Casino Trail | Whittier | NC | 28789 | 828/497-1440 Mid-South Bells LLC |

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| 1471 Washington Street | Williamston | NC | 27892 | 252/792-7211 Coastal Plains Restaurants LL |
| 630 S College Rd | Wilmington | NC | 28403 | 910/392-3123 Bell Carolina LLC |
| 2355 South 17th Street | Wilmington | NC | 28401 | 910/392-6696 Bell Carolina LLC |
| 4101 Market St | Wilmington | NC | 28405 | 910/763-1393 Bell Carolina LLC |
| 5972 Carolina Beach Rd | Wilmington | NC | 28412 | 910/350-1144 Bell Carolina LLC |
| 4422 S 17th St | Wilmington | NC | 28412 | 910/791-6080 Bell Carolina LLC |
| 2600 N College Rd | Wilmington | NC | 28405 | 910/392-6660 Bell Carolina LLC |
| 116 Hays Lane | Wilmington | NC | 28411 | 910/686-2863 Bell Carolina LLC |
| 1840 Tarboro St W | Wilson | NC | 27893 | 252/237-8903 Coastal Plains Restaurants LL |
| 901 Highway 301 | Wilson | NC | 27893 | 252/399-1118 Coastal Plains Restaurants LL |
| 3720 Nash St N | Wilson | NC | 27896 | 252/991-5699 Coastal Plains Restaurants LL |
| 4925 US HWY 264 | Wilson | NC | 27893 | 252/246-0056 Coastal Plains Restaurants LL |
| 255 Summit Point Ln. | Winston Salem | NC | 27105 | 336/377-2499 BurgerBusters Inc. |
| 3644 Reynolda Road | Winston Salem | NC | 27106 | 336/922-6166 BurgerBusters Inc. |
| 1695 Westbrook Plaza Drive | Winston Salem | NC | 27103 | 336/768-7017 BurgerBusters Inc. |
| 349 Akron Drive | Winston Salem | NC | 27105 | 336/744-1750 BurgerBusters Inc. |
| 1299 Silas Creek Pkwy. | Winston Salem | NC | 27127 | 336/724-3844 BurgerBusters Inc. |
| 12199 N. NC Highw3ay 150 | Winston-Salem | NC | 27127 | BurgerBusters VIII L.L.C. |
| 3906 S Memorial Drive | Winterville | NC | 28590 | 252/439-1041 Coastal Plains Restaurants LL |
| 713 South State Street | Yadkinville | NC | 27055 | 336/679-8226 Fulenwider Enterprises Inc. |
| 1050 US Hwy 1 | Youngsville | NC | 27596 | 919/435-1081 Luihn VantEdge Partners LLC |
| 161 Wakelon Drive | Zebulon | NC | 27597 | 919/404-1701 Luihn VantEdge Partners LLC |
| 800 South Washington | Bismarck | ND | 58504 | 701/250-9626 Border Foods of North Dakota |
| 3310 State Street | Bismarck | ND | 58501 | 701/224-0780 Border Foods of North Dakota |
| 2616 Rock Island Place | Bismarck | ND | 58504 | 701/223-2468 Border Foods of North Dakota |
| 1560 3rd Avenue West | Dickinson | ND | 58601 | 701/227-1201 Border Foods of North Dakota |
| 4135 13th Ave South | Fargo | ND | 58103 | 701/282-6844 Border Foods of North Dakota |
| 1599 19th Avenue North | Fargo | ND | 58102 | 701/237-6417 Border Foods of North Dakota |
| 2121 University Dr S | Fargo | ND | 58103 | 701/235-7960 Border Foods of North Dakota |
| 1301 S Washington St | Grand Forks | ND | 58201 | 701/772-6196 Border Foods of North Dakota |
| 105 Business Loop West | Jamestown | ND | 58401 | 701/251-9488 Border Foods of North Dakota |
| 1630 South Broadway | Minot | ND | 58701 | 701/839-7147 Border Foods of North Dakota |
| 815 23rd Ave East | West Fargo | ND | 58078 | 701/277-3161 Border Foods of North Dakota |
| 1506 Galvin Rd S | Bellevue | NE | 68005 | 402/292-6333 HAZA Bell of Nebraska LLC |
| 4105 Twin Creek Dr. | Bellevue | NE | 68123 | 402/293-5600 HAZA Bell of Nebraska LLC |

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| 10110 South 15th St | Bellevue | NE | 68123 | 402/291-3073 HAZA Bell of Nebraska LLC |
| 105 South 19th Street | Blair | NE | 68008 | 402/533-9099 FMI Dollar Bell LLC |
| 3408 23rd Street | Columbus | NE | 68601 | 402/563-9300 TB Of America Inc. |
| 1540 E 23rd St. | Fremont | NE | 68025 | 402/727-4097 HAZA Bell of Nebraska LLC |
| 1911 North Diers Ave | Grand Island | NE | 68803 | 308/389-3808 TB Of America Inc. |
| 2211 S Locust St | Grand Island | NE | 68801 | 308/384-1509 TB Of America Inc. |
| 16116 Stevens Pointe Circle | Gretna | NE | 68028 | 402/509-3210 HAZA Bell of Nebraska LLC |
| 3706 Cimarron Ave. | Hastings | NE | 68901 | 402/462-2701 TB Of America Inc. |
| 925 2nd Avenue East | Kearney | NE | 68847 | 308/234-1500 TB Of America Inc. |
| 5620 1st Avenue | Kearney | NE | 68847 | 308/338-0787 TB Of America Inc. |
| 8013 South 84th Street | La Vista | NE | 68128 | 402/331-2502 HAZA Bell of Nebraska LLC |
| 4502 O Street | Lincoln | NE | 68510 | 402/476-2173 TB Of America Inc. |
| 3310 N 27th St | Lincoln | NE | 68521 | 402/466-0584 TB Of America Inc. |
| 6700 S 27th St | Lincoln | NE | 68512 | 402/328-9949 TB Of America Inc. |
| 1440 West O Street | Lincoln | NE | 68528 | 402/477-5775 TB Of America Inc. |
| 2110 South 11th Street | Nebraska City | NE | 68410 | 402/873-1013 FMI Dollar Bell LLC |
| 1402 Omaha Avenue | Norfolk | NE | 68701 | 402/371-4907 HAZA Bell of Nebraska LLC |
| 7051 Dodge Street | Omaha | NE | 68132 | 402/551-6886 HAZA Bell of Nebraska LLC |
| 14554 W. Center Rd. | Omaha | NE | 68144 | 402/330-0224 HAZA Bell of Nebraska LLC |
| 3211 N 108th St | Omaha | NE | 68164 | 402/498-0345 HAZA Bell of Nebraska LLC |
| 3917 S 42nd St | Omaha | NE | 68107 | 402/733-1757 HAZA Bell of Nebraska LLC |
| 7516 N 30th Street | Omaha | NE | 68112 | 402/451-3845 HAZA Bell of Nebraska LLC |
| 5139 North 90th Street | Omaha | NE | 68134 | 402/572-7414 HAZA Bell of Nebraska LLC |
| 12075 W. Center Rd. | Omaha | NE | 68144 | 402/330-3902 HAZA Bell of Nebraska LLC |
| 2812 South 84th Street | Omaha | NE | 68124 | 402/391-4101 HAZA Bell of Nebraska LLC |
| 13725 Q. Street | Omaha | NE | 68137 | 402/891-1421 HAZA Bell of Nebraska LLC |
| 5310 South 108th Street | Omaha | NE | 68137 | 402/537-8007 HAZA Bell of Nebraska LLC |
| 4801 L St | Omaha | NE | 68117 | 402/733-0685 HAZA Bell of Nebraska LLC |
| 18370 Wright St | Omaha | NE | 68130 | 402/697-5027 HAZA Bell of Nebraska LLC |
| 14606 W Maple Rd | Omaha | NE | 68116 | 402/445-4546 HAZA Bell of Nebraska LLC |
| 3855 Dodge Street | Omaha | NE | 68131 | 402/551-8683 HAZA Bell of Nebraska LLC |
| 17130 Evans Plz | Omaha | NE | 68116 | 402/289-2709 HAZA Bell of Nebraska LLC |
| 16845 Polk Plaza | Omaha | NE | 68135 | 402/896-8146 HAZA Bell of Nebraska LLC |
| 6110 N 72nd St | Omaha | NE | 68134 | 402/571-7161 HAZA Bell of Nebraska LLC |
| 4810 South 72nd St. | Omaha | NE | 68127 | 402/979-8700 HAZA Bell of Nebraska LLC |

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| 7710 Olson Drive | Papillion | NE | 68046 | 402/339-1875 HAZA Bell of Nebraska LLC |
| 2412 W. 8th Avenue | Plattsmouth | NE | 68048 | 402/296-5050 Dwight Fraser |
| 804 W 27th St | Scottsbluff | NE | 69361 | 308/632-8220 Gingles Concepts LLC |
| 810 Dakota Ave | South Sioux City | NE | 68776 | 402/494-4944 HAZA Bell of Nebraska LLC |
| 3803 S. Lincoln Avenue | York | NE | 68467 | 402/362-6845 Dwight Fraser |
| 125 Route 101A Ste B | Amherst | NH | 03031 | 603/889-0957 Charter Foods North LLC |
| 255 Washington Street | Claremont | NH | 03743 | 603/542-9427 Frederick P. Gallant |
| 321 Loudon Rd | Concord | NH | 03301 | 603/223-6908 Charter Foods North LLC |
| 109 Calef Hwy | Epping | NH | 03042 | 603/679-8060 Charter Foods North LLC |
| 4 Chambers Drive | Hooksett | NH | 03106 | 603/623-1690 Charter Foods North LLC |
| 85 Key Rd | Keene | NH | 03431 | 603/357-3955 Charter Foods North LLC |
| 1315 Union Avenue | Laconia | NH | 03246 | 603/524-4319 Charter Foods North LLC |
| 68 Nashua Road | Londonderry | NH | 03053 | 603/432-6840 Charter Foods North LLC |
| 1045 S Willow Street | Manchester | NH | 03103 | 603/641-8226 Charter Foods North LLC |
| 1050 Second St. | Manchester | NH | 03102 | 603/222-9091 Charter Foods North LLC |
| 300 Main Street | Nashua | NH | 03060 | 603/886-2859 Charter Foods North LLC |
| 1672 White Mountain Hwy | North Conway | NH | 03860 | 603/356-0270 Charter Foods North LLC |
| 2319 LaFayette Rd | Portsmouth | NH | 03801 | 603/422-9627 Charter Foods North LLC |
| 288 N. Main Street | Rochester | NH | 03867 | 603/332-3300 Charter Foods North LLC |
| 322 S. Broadway | Salem | NH | 03079 | 603/890-3514 Charter Foods North LLC |
| 306 Lafayette Road | Seabrook | NH | 03874 | 603/474-5101 Sanweco Inc. |
| 9 Commercial Drive | Somersworth | NH | 03878 | 603/692-7900 Sanweco Inc. |
| 147 Laconia Road | Tilton | NH | 03276 | 603/286-7340 Charter Foods North LLC |
| 197 South Main Street | West Lebanon | NH | 03784 | 603/298-7034 Charter Foods North LLC |
| 125 State Route 34 | Aberdeen | NJ | 07747 | 732/566-7571 MUY Brands LLC |
| 21-33 East 53rd Street | Bayonne | NJ | 07002 | 908/440-0330 Yum & Chill Bayonne TB LLC |
| 508 Washington Avenue | Belleville | NJ | 07109 | 973/759-2171 MUY Brands LLC |
| 415 S. Washington Ave | Bergenfield | NJ | 07621 | 201/399-2519 MUY Brands LLC |
| 1515 Blackwood Clementon Rd | Blackwood | NJ | 08012 | 856/352-6450 New Jersey Restaurants LLC |
| 560 Brick Blvd | Brick | NJ | 08723 | 732/262-0804 MUY Brands LLC |
| 512 Haddonfield Road | Cherry Hill | NJ | 08002 | 856/662-2620 New Jersey Restaurants LLC |
| 4006 Route 130 | Delran | NJ | 08075 | 856/764-0120 New Jersey Restaurants LLC |
| 1110 Hurffville Rd | Deptford | NJ | 08096 | 856/848-9163 New Jersey Restaurants LLC |
| 572 Route 18 | East Brunswick | NJ | 08816 | 732/210-2154 Yum & Chill TB Holdings LLC |
| 170 State Route 10 | East Hanover | NJ | 07936 | 973/515-9559 MUY Brands LLC |

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| 25 Princeton-Hightstown Road | East Windsor | NJ | 08520 | 609/448-2110 Eastbell Inc. |
| 1131 Inman Avenue | Edison | NJ | 08820 | 908/226-0333 MUY Brands LLC |
| 412-416 Highway 1 | Edison | NJ | 08817 | 848/209-0069 MUY Brands LLC |
| 512 Broad St | Elizabeth | NJ | 07208 | 908/558-7375 MUY Brands LLC |
| 622 Market Street | Elmwood Park | NJ | 07407 | 201/468-9994 MUY Brands LLC |
| 1760 North Olden Avenue | Ewing | NJ | 08638 | 609/883-2910 New Jersey Restaurants LLC |
| 280A Route 202 31 | Flemington | NJ | 08822 | 908/788-0718 MUY Brands LLC |
| 238 N Main Street | Forked River | NJ | 08731 | 609/549-2038 Pyramid Service Management LL |
| 2170 Fletcher Ave | Fort Lee | NJ | 07024 | 201/592-5245 FQSR LLC (dba KBP Foods) |
| 256 STATE ROUTE 23 | Franklin | NJ | 07416 | 973/823-1539 Ashish Patel |
| 160 South Avenue | Garwood | NJ | 07027 | 908/518-0330 MUY Brands LLC |
| 1101-1105 N. Delsea Drive | Glassboro | NJ | 08028 | 856/881-1602 New Jersey Restaurants LLC |
| 225-227 US Highway 22 | Green Brook | NJ | 08812 | 732/968-2461 MUY Brands LLC |
| 500 S River St | Hackensack | NJ | 07601 | 201/727-4343 MUY Brands LLC |
| 65 Hackensack Ave. | Hackensack | NJ | 07601 | 551/775-1472 MUY Brands LLC |
| 1925 State Route 57 | Hackettstown | NJ | 07840 | 908/366-4114 VB Preferred QSR LLC |
| 3200 South Broad St | Hamilton | NJ | 08610 | 609/585-9555 Delectaco Inc. |
| 117 S. White Horse Pike | Hammonton | NJ | 08037 | 609/878-3482 New Jersey Restaurants LLC |
| 171 State Rt 17 | Hasbrouck Heights | NJ | 07604 | 201/462-0575 MUY Brands LLC |
| 1185 Highway 36 | Hazlet | NJ | 07730 | 732/739-9596 MUY Brands LLC |
| 409 US Highway 206 | Hillsborough | NJ | 08844 | 908/904-4460 MUY Brands LLC |
| 425 Route 22 | Hillside | NJ | 07205 | 908/810-1270 MUY Brands LLC |
| 38 HUDSON PLACE | Hoboken | NJ | 07030 | 551/222-0125 Fiesta Hudson LLC |
| 3810 Rt 9 S | Howell | NJ | 07731 | 732/364-0015 MUY Brands LLC |
| 1111 Springfield Avenue | Irvington | NJ | 07111 | 862/227-1557 Yum & Chill TB Holdings LLC |
| 701 New Jersey 440 | Jersey City | NJ | 07306 | 201/332-9393 MUY Brands LLC |
| 2825 Kennedy Blvd | Jersey City | NJ | 07306 | 551/200-9054 Yum & Chill TB Holdings LLC |
| 220 Harrison Ave. | Kearny | NJ | 07032 | 201/299-4766 MUY Brands LLC |
| 1173 Route 46 | Little Falls | NJ | 07424 | 973/256-4008 MUY Brands LLC |
| 401 S. Whitehorse Pike | Magnolia | NJ | 08049 | 856/282-3353 New Jersey Restaurants LLC |
| 674 Route 72 E | Manahawkin | NJ | 08050 | 609/978-1082 MUY Brands LLC |
| 2407 Route 35 | Manasquan | NJ | 08736 | 732/722-8502 Pyramid Service Management LL |
| 235 Bridgeton Pike | Mantua | NJ | 08051 | 856/415-2092 New Jersey Restaurants LLC |
| 2821 Route 73 South | Maple Shade | NJ | 08052 | 856/235-4408 New Jersey Restaurants LLC |
| 2300 Wrangleboro Rd | Mays Landing | NJ | 08330 | 609/646-3346 New Jersey Restaurants LLC |

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| 91 Sloan Ave | Mercerville | NJ | 08619 | 609/890-1515 Delectabell Inc. |
| 200 Ryders Ln | Milltown | NJ | 08850 | 732/418-1212 Yum & Chill TB Holdings LLC |
| 4041 US Route 1 South | Monmouth Junction | NJ | 08852 | 732/783-4750 Yum & Chill TB Holdings LLC |
| 27 S Kinderkamack Rd | Montvale | NJ | 07645 | 201/690-6012 MHF Montvale LLC |
| 710 N Black Horse Pike | Mount Ephraim | NJ | 08059 | 856/312-8417 New Jersey Restaurants LLC |
| 601 High Street | Mount Holly | NJ | 08060 | 609/261-2616 New Jersey Restaurants LLC |
| 8 Highway 35 N | Neptune | NJ | 07753 | 732/775-3830 MUY Brands LLC |
| 1120 Somerset Street | New Brunswick | NJ | 08901 | 732/435-1300 MUY Brands LLC |
| 52 Jones St. | Newark | NJ | 07103 | 973/242-8226 MUY Brands LLC |
| 350 Broad St. | Newark | NJ | 07104 | 862/227-1075 MUY Brands LLC |
| 15 Schuyler Ave | North Arlington | NJ | 07031 | 201/772-5632 Pyramid Service Management LL |
| 2020 Tonnelle Avenue | North Bergen | NJ | 07047 | 201/422-9666 MUY Brands LLC |
| 1102 Highway 35 | Ocean | NJ | 07712 | 609/545-2956 MUY Brands LLC |
| 540 Main Street | Orange | NJ | 07050 | 862/252-7371 Yum & Chill TB Holdings LLC |
| 1560 Route 46 | Parsippany | NJ | 07054 | 973/263-2123 MUY Brands LLC |
| 156 Market St | Paterson | NJ | 07505 | 973/279-6990 Paterson Taco-Pizza Restaurant |
| 1061 Rt 73 | Pennsauken | NJ | 08110 | 856/665-7516 New Jersey Restaurants LLC |
| 366 Convery Blvd | Perth Amboy | NJ | 08861 | 732/826-1774 MUY Brands LLC |
| 1200 US Highway 22 | Phillipsburg | NJ | 08865 | 908/454-4451 MUY Brands LLC |
| 712 Black Horse Pike | Pleasantville | NJ | 08232 | 609/677-9765 New Jersey Restaurants LLC |
| 1246 Route 17 | Ramsey | NJ | 07446 | 201/783-8400 Joseph A. Cavegn |
| 1403 South Delsea Dr | Rio Grande | NJ | 08242 | 609/854-3559 New Jersey Restaurants LLC |
| 28 Main St. | Robbinsville | NJ | 08691 | 609/259-2618 ROBBINBELL INC. |
| 133 Saint Georges Ave | Roselle | NJ | 07203 | 908/245-4490 MUY Brands LLC |
| 845 Williamstown Erial Road | Sicklerville | NJ | 08081 | 856/516-0488 New Jersey Restaurants LLC |
| 1135 Easton Ave | Somerset | NJ | 08873 | 732/545-9706 MUY Brands LLC |
| 956 US 22 East | Somerville | NJ | 08876 | 908/864-4048 Yum & Chill TB Holdings LLC |
| 981 US Highway 9 | South Amboy | NJ | 08879 | 732/727-3878 MUY Brands LLC |
| 4807 Stelton Rd | South Plainfield | NJ | 07080 | 908/753-8777 MUY Brands LLC |
| 268 Route 10 | Succasunna | NJ | 07876 | 973/584-4761 MUY Brands LLC |
| 1402 Highway 37 E | Toms River | NJ | 08753 | 732/270-8900 MUY Brands LLC |
| 908 Highway 37 W | Toms River | NJ | 08755 | 732/349-7700 MUY Brands LLC |
| 590 S Broad Street | Trenton | NJ | 08611 | 609/695-9300 Broadbell Inc. |
| 2704 US Highway 22 E | Union | NJ | 07083 | 908/964-1577 MUY Brands LLC |
| 3509 John F Kennedy | Union City | NJ | 07087 | 201/351-2595 MUY Brands LLC |

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| 297 Route 94 | Vernon | NJ | 07462 | 973/721-6292 MnA Taco Corp. |
| 3920 S Delsea Dr | Vineland | NJ | 08360 | 856/825-8899 New Jersey Restaurants LLC |
| 1294 West Landis Ave | Vineland | NJ | 08360 | 856/839-0542 New Jersey Restaurants LLC |
| 1400 Route 23 North | Wayne | NJ | 07470 | 973/694-8821 MUY Brands LLC |
| 198 N Route 73 | West Berlin | NJ | 08091 | 856/768-3775 New Jersey Restaurants LLC |
| 306 Highway 36 | West Long Branch | NJ | 07764 | 732/935-1122 MUY Brands LLC |
| 6035 Bergenline Avenue | West New York | NJ | 07093 | 201/854-9711 Pyramid Service Management LL |
| 321 ROUTE 15 | Wharton | NJ | 07885 | 862/437-0702 Sailesh Patel |
| 110 N Black Horse Pike | Williamstown | NJ | 08094 | 856/875-1812 New Jersey Restaurants LLC |
| 2035 Rt. 130 North | Willingboro | NJ | 08046 | 609/877-5983 New Jersey Restaurants LLC |
| 901 St Georges Ave | Woodbridge | NJ | 07095 | 732/750-1234 MUY Brands LLC |
| 85 Fort Dix St | Wrightstown | NJ | 08562 | 609/723-1223 Frank Deprume |
| 201 Panorama Blvd | Alamogordo | NM | 88310 | 575/437-3873 DDO-New Mexico LLC |
| 3323 N. White Sands Blvd. | Alamogordo | NM | 88310 | 575/437-2144 DDO-New Mexico LLC |
| 2615 San Mateo NE | Albuquerque | NM | 87110 | 505/883-8462 Alvarado Concepts LLC |
| 9600 Montgomery Blvd N E | Albuquerque | NM | 87111 | 505/293-0710 Alvarado Concepts LLC |
| 4901 Gibson Blvd S.E. | Albuquerque | NM | 87108 | 505/268-1425 Alvarado Concepts LLC |
| 2901 Monte Vista Blvd NE | Albuquerque | NM | 87106 | 505/265-4347 Alvarado Concepts LLC |
| 12930 Central Southeast | Albuquerque | NM | 87123 | 505/293-1484 Alvarado Concepts LLC |
| 1470 Coors Rd NW | Albuquerque | NM | 87121 | 505/831-6245 Alvarado Concepts LLC |
| 5303 San Mateo Blvd NE | Albuquerque | NM | 87109 | 505/884-0494 Alvarado Concepts LLC |
| 5215 Lomas NE | Albuquerque | NM | 87110 | 505/265-9050 Alvarado Concepts LLC |
| 1001 Juan Tabo Blvd NE | Albuquerque | NM | 87112 | 505/299-8472 Alvarado Concepts LLC |
| 3555 Isleta Blvd SW | Albuquerque | NM | 87105 | 505/873-4505 Palo Alto Inc. |
| 9395 Coors Rd NW | Albuquerque | NM | 87114 | 505/898-7768 Alvarado Concepts LLC |
| 320 Eubank Blvd NE | Albuquerque | NM | 87123 | 505/293-1701 Alvarado Concepts LLC |
| 5801 Wyoming Blvd NE | Albuquerque | NM | 87109 | 505/797-0439 Alvarado Concepts LLC |
| 6551 Paradise NW | Albuquerque | NM | 87114 | 505/899-3663 Alvarado Concepts LLC |
| 6810 Central Ave. SW | Albuquerque | NM | 87121 | 505/839-4061 Alvarado Concepts LLC |
| 4815 4th St. NW | Albuquerque | NM | 87107 | 505/344-3444 Alvarado Concepts LLC |
| 10600 Unser Boulevard NW | Albuquerque | NM | 87114 | 505/899-8664 Alvarado Concepts LLC |
| 1740 Unser Blvd. NW | Albuquerque | NM | 87120 | 505/831-1138 Alvarado Concepts LLC |
| 1412 West Main Street | Artesia | NM | 88210 | 575/746-3665 Argonaut Food Partners Nuevo |
| 48 I 25 Bypass | Belen | NM | 87002 | 505/861-5322 Palo Alto Inc. |
| 241 E. Hwy 550 | Bernalillo | NM | 87004 | 505/867-0747 David Sparks |

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| 1220 West Pierce St. | Carlsbad | NM | 88220 | 575/887-1280 DDO-New Mexico LLC |
| 2829 North Prince Street | Clovis | NM | 88101 | 575/219-4340 Alvarado Concepts LLC |
| 606 West Pine Street | Deming | NM | 88030 | 575/544-4484 DDO-New Mexico LLC |
| 1600 N. Riverside Dr. | Espanola | NM | 87532 | 505/753-9399 City Different Enterprises |
| 2226 E Main Street | Farmington | NM | 87401 | 505/327-5481 Four Corners Tacos Inc. |
| 4601 E Main St | Farmington | NM | 87402 | 505/327-3350 Four Corners Tacos Inc. |
| 2100 West Main St | Farmington | NM | 87401 | 505/326-2133 Four Corners Tacos Inc. |
| 914 East 66th Avenue | Gallup | NM | 87301 | 505/863-4887 High Desert QSRs LLC |
| 838 N Highway 491 | Gallup | NM | 87301 | 505/722-7610 High Desert QSRs LLC |
| 3095 West Historical Hwy 66 | Gallup | NM | 87301 | 505/722-7612 High Desert QSRs LLC |
| 1518 E Santa Fe Ave | Grants | NM | 87020 | 505/285-3501 Alvarado Concepts LLC |
| 1725 North Turner | Hobbs | NM | 88240 | 575/393-7094 DDO-New Mexico LLC |
| 1622 W. Joe Harvey Blvd | Hobbs | NM | 88240 | 575/738-0851 DDO-New Mexico LLC |
| 1415 7th St | Las Vegas | NM | 87701 | 505/426-8236 Alvarado Concepts LLC |
| 2501 Main St SE | Los Lunas | NM | 87031 | 505/866-0161 Alvarado Concepts LLC |
| 1100 West Avenue D | Lovington | NM | 88260 | 575/739-8226 DDO-New Mexico LLC |
| 1611 West Old Route 66 | Moriarty | NM | 87035 | 505/832-0251 Palo Alto Inc. |
| 1001 W. 1st | Portales | NM | 88130 | 575/356-3602 Alvarado Concepts LLC |
| 1099 Rio Rancho Dr | Rio Rancho | NM | 87124 | 505/892-7090 David Sparks |
| 3007 North Main St. | Roswell | NM | 88201 | 575/623-5252 DDO-New Mexico LLC |
| 110 West Hobbs | Roswell | NM | 88203 | 575/622-5498 Argonaut Food Partners Nuevo |
| 26128 US Hwy 70 E | Ruidoso | NM | 88345 | 575/257-4246 Lost Mesa Inc. |
| 3029 Cerrillos Road | Santa Fe | NM | 87507 | 505/471-0611 City Different Enterprises |
| 1201 Cerrillos Road | Santa Fe | NM | 87505 | 505/982-5065 City Different Enterprises |
| 5040 Promenade Blvd | Santa Fe | NM | 87507 | 505/471-0351 City Different Enterprises |
| 64 Cities of Gold Road | Santa Fe | NM | 87506 | 505/365-0745 City Different Enterprises |
| Hwy 491 | Shiprock | NM | 87420 | 505/368-5957 High Desert QSRs LLC |
| 117 Paseo Del Canyon | Taos | NM | 87571 | 575/737-0400 Alvarado Concepts LLC |
| 2428 1st st | Tucumcari | NM | 88401 | 575/461-3887 Alvarado Concepts LLC |
| 1600 Nevada Hwy | Boulder City | NV | 89005 | 702/294-3924 NSB Nevada Highway LLC |
| 3117 Highway 50 East | Carson City | NV | 89701 | 775/883-3991 SSB Highway 50 LLC |
| 4050 S Carson St. | Carson City | NV | 89701 | 775/841-2876 SSB Carson LLC |
| 4539 N. Carson Street | Carson City | NV | 89706 | 775/430-4487 SSB North Carson LLC |
| 2 Pine Cone Rd. | Dayton | NV | 89403 | 775/246-1188 NSB Pine Cone LLC |
| 1750 Mountain City Highway | Elko | NV | 89801 | 775/778-3191 SSB Mountain City Highway LLC |

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| 1280 W Williams Ave | Fallon | NV | 89406 | 775/428-2028 SSB West Williams LLC |
| 170 US Highway 95A S | Fernley | NV | 89408 | 775/575-5588 NSB Highway 95-A LLC |
| 1343 Highway 395 N | Gardnerville | NV | 89410 | 775/782-2404 SSB North Highway 395 LLC |
| 199 North Pecos | Henderson | NV | 89014 | 702/263-1818 SSB North Pecos LLC |
| 11051 So. Eastern | Henderson | NV | 89012 | 702/990-7650 SSB Eastern LLC |
| 1284 W Warm Springs Rd | Henderson | NV | 89014 | 702/719-7711 NSB Warm Springs and Stephanie |
| 524 E Lake Mead Pkwy | Henderson | NV | 89015 | 702/243-5240 SSB East Lake Mead and Burkhol |
| 730 East Horizon Drive | Henderson | NV | 89015 | 702/558-2212 SSB East Horizon LLC |
| 1491 W Horizon Ridge Pkwy | Henderson | NV | 89012 | 702/260-9194 SSB West Horizon Ridge Parkway |
| 3581 St Rose Parkway | Henderson | NV | 89052 | 702/675-8018 Silver State Bell LLC |
| 4870 W Flamingo | Las Vegas | NV | 89103 | 702/871-0503 SSB West Flamingo LLC |
| 4441 North Rancho | Las Vegas | NV | 89130 | 702/645-4169 SSB North Rancho LLC |
| 6200 West Lake Mead | Las Vegas | NV | 89108 | 702/636-9060 SSB West Lake Mead LLC |
| 2025 Buffalo Drive | Las Vegas | NV | 89128 | 702/243-7820 SSB Buffalo LLC |
| 2512 E Sunset Rd | Las Vegas | NV | 89120 | 702/597-3060 NSB East Sunset LLC |
| 2351 Ft. Apache | Las Vegas | NV | 89117 | 702/228-0836 NSB Fort Apache LLC |
| 3221 North Rancho Drive | Las Vegas | NV | 89108 | 702/395-2473 NSB North Rancho LLC |
| 535 East Windmill | Las Vegas | NV | 89123 | 725/218-3359 SSB East Windmill LLC |
| 5645 S Rainbow Blvd | Las Vegas | NV | 89113 | 702/252-0319 NSB South Rainbow LLC |
| 3595 S Durango Dr | Las Vegas | NV | 89147 | 702/869-6880 SSB Durango LLC |
| 9480 W. Lake Mead Blvd. | Las Vegas | NV | 89134 | 702/360-8085 NSB West Lake Mead LLC |
| 6010 W. Tropicana | Las Vegas | NV | 89103 | 702/221-6210 NSB West Tropicana LLC |
| 3661 E. Bonanza Road | Las Vegas | NV | 89110 | 702/463-6520 NSB East Bonanza LLC |
| 1275 South Lamb Blvd | Las Vegas | NV | 89104 | 702/453-6696 SSB South Lamb LLC |
| 2565 E Tropicana Ave | Las Vegas | NV | 89121 | 702/739-7591 SSB East Tropicana LLC |
| 401 N Nellis Blvd | Las Vegas | NV | 89110 | 702/396-3697 NSB North Nellis LLC |
| 10287 W Charleston Blvd | Las Vegas | NV | 89135 | 702/240-7526 SSB West Charleston LLC |
| 6461 Boulder Hwy | Las Vegas | NV | 89122 | 702/454-1600 SSB Boulder Highway LLC |
| 1109 E. Twain | Las Vegas | NV | 89109 | 702/732-9725 SSB East Twain LLC |
| 6520 N Buffalo | Las Vegas | NV | 89131 | 702/313-9091 SSB North Buffalo LLC |
| 1810 E. Serene Avenue | Las Vegas | NV | 89123 | 702/270-2357 SSB East Serene LLC |
| 4835 S. Ft. Apache | Las Vegas | NV | 89147 | 702/222-0364 NSB South Fort Apache LLC |
| 3415 E. Russell Road | Las Vegas | NV | 89120 | 702/436-0080 NSB East Russell LLC |
| 3260 N Durango Rd | Las Vegas | NV | 89129 | 702/656-3260 SSB North Durango and Cheyenne |
| 8520 W. Warm Springs Road | Las Vegas | NV | 89113 | 702/262-9080 NSB Warm Springs and Durango |

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| 7715 W. Sahara Ave. | Las Vegas | NV | 89117 | 702/871-5086 SSB West Sahara LLC |
| 3264 S. Nellis Blvd | Las Vegas | NV | 89122 | 702/457-2706 SSB South Nellis LLC |
| 4310 E Craig Road | Las Vegas | NV | 89115 | 702/644-2360 SSB East Craig LLC |
| 8150 Blue Diamond Rd | Las Vegas | NV | 89178 | 702/260-1923 NSB Blue Diamond and Cimarron |
| 7060 S. Jones Blvd. | Las Vegas | NV | 89118 | 702/269-8508 NSB South Jones LLC |
| 4880 W. Frias Avenue | Las Vegas | NV | 89141 | 702/645-8431 NSB West Frias LLC |
| 8043 North Durango | Las Vegas | NV | 89131 | 702/395-0985 SSB North Durango and Grand Te |
| 6540 E Lake Mead Blvd Ste 205 | Las Vegas | NV | 89156 | 702/531-2880 SSB East Lake Mead LLC |
| 401 S Decatur Blvd. | Las Vegas | NV | 89107 | 702/878-6977 SSB South Decatur LLC |
| 2670 S Maryland | Las Vegas | NV | 89169 | 702/834-7517 SSB South Maryland LLC |
| 3717 South Las Vegas Blvd Suite140-A | Las Vegas | NV | 89109 | 702/272-2422 SSB Harmon Corner LLC |
| 1370 W. Lake Mead Blvd. | Las Vegas | NV | 89106 | 702/485-1177 SSB MLK Lake Mead LLC |
| 2033 E. Charleston Blvd | Las Vegas | NV | 89104 | 702/778-7120 SSB West Charleston LLC |
| 103 S Rainbow Blvd | Las Vegas | NV | 89145 | 702/329-3843 SSB Rainbow & Westcliff |
| 6898 N. Hualapai Way | Las Vegas | NV | 89149 | 702/659-8616 SSB Deer Springs LLC |
| Warm Springs and Gabriel | Las Vegas | NV | 89119 | 702/780-6210 SSB Warm Springs and Gabriel |
| 825 North Rancho Dr. | Las Vegas | NV | 89106 | 702/329-1500 Silver State Bell LLC |
| 450 N Sandhill Blvd | Mesquite | NV | 89027 | 702/613-4368 DDO-Utah LLC |
| 2118 W Craig Rd | North Las Vegas | NV | 89032 | 702/646-8105 SSB West Craig LLC |
| 2409 E. Lake Mead Blvd. | North Las Vegas | NV | 89030 | 702/313-0202 SSB East Lake Mead and Civic C |
| 2760 W Ann Rd | North Las Vegas | NV | 89031 | 702/477-0111 SSB West Ann LLC |
| 355 W. Centennial Parkway | North Las Vegas | NV | 89031 | 702/644-9272 NSB West Centennial LLC |
| 2175 E Cheyenne Ave | North Las Vegas | NV | 89030 | 702/550-3250 SSB East Cheyenne LLC |
| 571 S Highway 160 | Pahrump | NV | 89048 | 775/727-7313 SSB South Highway 160 LLC |
| 601 E Moana Lane | Reno | NV | 89502 | 775/827-4480 SSB East Moana LLC |
| 6401 S Virginia | Reno | NV | 89511 | 775/851-0505 SSB South Virginia LLC |
| 5165 Mae Anne Avenue | Reno | NV | 89523 | 775/747-2228 SSB Mae Anne LLC |
| 1075 W 4th St | Reno | NV | 89503 | 775/786-2358 SSB West 4th LLC |
| 736 S Meadows Parkway | Reno | NV | 89521 | 775/852-2204 NSB South Meadows Parkway LLC |
| 1110 N Hills Blvd | Reno | NV | 89506 | 775/677-0515 D. G. Smith Enterprises Inc. |
| 10635 Stead Blvd | Reno | NV | 89509 | 775/971-9470 D. G. Smith Enterprises Inc. |
| 191 Disc Dr | Spanish Springs | NV | 89436 | 775/689-0232 SSB Disc LLC |
| 200 East Prater Way | Sparks | NV | 89431 | 775/475-4257 SSB East Prater LLC |
| 1395 Big Fish Drive | Sparks | NV | 89431 | 775/387-1310 SSB Big Fish LLC |
| 9725 Pyramid Way | Sparks | NV | 89441 | 775/387-0129 SSB Pyramid LLC |

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| 4978 Sun Valley Blvd | Sun Valley | NV | 89433 | 775/674-1999 NSB Sun Valley LLC |
| 3475 Construction Way | Winnemucca | NV | 89445 | 775/623-3214 D. G. Smith Enterprises Inc. |
| 1010 Central Avenue | Albany | NY | 12205 | 518/438-8220 Hospitality Syracuse Inc. |
| 274 Delaware Avenue | Albany | NY | 12209 | 518/426-8640 FQSR LLC (dba KBP Foods) |
| 56 Wolf Road | Albany | NY | 12205 | 518/459-7330 Hospitality Syracuse Inc. |
| 4258 Maple Road | Amherst | NY | 14226 | 716/833-8332 Barrett T. B. Inc. |
| 8160 Transit Road | Amherst | NY | 14221 | 716/636-5349 Barrett T. B. Inc. |
| 130 Sanford Farms Shopping Ctr | Amsterdam | NY | 12010 | 518/842-1312 Hospitality Syracuse Inc. |
| 22-24 31st Street | Astoria | NY | 11105 | 929/487-0952 2224 31st Taco LLC |
| 168 Grant Ave | Auburn | NY | 13021 | 315/702-8117 Hospitality Syracuse Inc. |
| 413 West Main Street | Batavia | NY | 14020 | 585/343-4377 Hospitality Syracuse Inc. |
| 368 W. Morris St | Bath | NY | 14810 | 607/622-6207 Indus TBNY Inc. |
| 429 Court St | Binghamton | NY | 13904 | 607/724-2380 MUY Brands LLC |
| 4721 Lake Rd | Brockport | NY | 14420 | 585/637-0740 Hospitality Syracuse Inc. |
| 1889 Bruckner Blvd | Bronx | NY | 10472 | 718/822-5831 Cugine Foods LLC |
| 1731 Webster Avenue | Bronx | NY | 10457 | 718/299-2227 FQSR LLC (dba KBP Foods) |
| 961 E 174th street | Bronx | NY | 10460 | 718/328-1467 JC2 LLC |
| 3351 CONNERS STREET | Bronx | NY | 10475 | 347/346-4122 JC2 LLC |
| 249 East 149th St. | Bronx | NY | 10451 | 718/705-0237 Taco Inc. |
| 880 River Avenue | Bronx | NY | 10452 | 347/963-4445 GFE River Avenue LLC |
| 8 W Fordham Rd | Bronx | NY | 10468 | 718/684-4836 GFE W Fordham Road LLC |
| 2036 Jerome Avenue | Bronx | NY | 10453 | 718/618-7490 GFE Jerome Avenue LLC |
| 2165A White Plains Road | Bronx | NY | 10462 | 347/398-9550 United White Plains LLC |
| 361 E. Fordham Road | Bronx | NY | 10458 | 347/591-4922 G.F. Enterprise LLC |
| 108-30 Flatlands Ave | Brooklyn | NY | 11236 | 718/272-1809 DIVINE OF BROOKLYN LLC |
| 2026 Coney Island Ave | Brooklyn | NY | 11223 | 718/375-0234 DIVINE OF BROOKLYN LLC |
| 208 McGuinness Boulevard | Brooklyn | NY | 11222 | 718/383-6666 KSK 786 Inc. |
| 8625 4TH Ave. | Brooklyn | NY | 11209 | 347/722-7803 Taco Inc. |
| 1034 Flatbush Ave | Brooklyn | NY | 11226 | 718/484-8082 GFE Flatbush Avenue LLC |
| 1359 Broadway | Brooklyn | NY | 11221 | 347/627-4656 GFE Broadway-Brooklynn LLC |
| 491 Nostrand Ave | Brooklyn | NY | 11216 | 718/484-4278 GFE Nostrand Avenue LLC |
| 1665 Pitkin Avenue | Brooklyn | NY | 11212 | 929/379-5080 MHF MGMT LLC |
| 1047 Surf Ave | Brooklyn | NY | 11224 | 929/481-8601 MHF Surf LLC |
| 1902 Ralph Avenue | Brooklyn | NY | 11234 | 347/941-4055 MHF Ralph LLC |
| 170 Abbott Road | Buffalo | NY | 14220 | 716/826-9068 FQSR LLC (dba KBP Foods) |

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| 10 Raymour and Flanigan Plz | Canandaigua | NY | 14424 | 585/396-3160 Hospitality Syracuse Inc. |
| 3016 East Avenue | Central Square | NY | 13036 | 315/668-5553 Hospitality Syracuse Inc. |
| 3730 Union Road | Cheektowaga | NY | 14221 | 716/685-7907 Barrett T. B. Inc. |
| 85 Brookside Dr. | Chester | NY | 10918 | 845/610-3060 MHF Chester LLC |
| 7881 Brewerton Rd | Cicero | NY | 13039 | 315/452-3334 Hospitality Syracuse Inc. |
| 811 Route 146 | Clifton Park | NY | 12065 | 518/373-2035 Hospitality Syracuse Inc. |
| 776 East Main Street | Cobleskill | NY | 12043 | 518/234-3315 Hospitality Syracuse Inc. |
| 9 River Street | Cortland | NY | 13045 | 607/758-3228 Hospitality Syracuse Inc. |
| 135 Franklin St | Dansville | NY | 14437 | 585/204-4152 Indus TBNY II Inc. |
| 4940 Transit Rd | Depew | NY | 14043 | 716/656-1982 Barrett T. B. Inc. |
| 10517 Bennett Rd | Dunkirk | NY | 14048 | 716/672-2727 FQSR LLC (dba KBP Foods) |
| 83-10 Astoria Blvd | East Elmhurst | NY | 11370 | 929/487-1525 Hemang Champaneria |
| 41 N Main Street | Ellenville | NY | 12428 | 845/210-6345 Ashish Patel |
| 865 Country Road 64 | Elmira | NY | 14903 | 607/739-0660 MUY Brands LLC |
| 1149 Broadway Street | Elmira | NY | 14904 | 607/734-8912 FQSR LLC (dba KBP Foods) |
| 26462 Herrick Dr. | Evans Mills | NY | 13637 | 315/629-4290 Hospitality Syracuse Inc. |
| 2157 Fairport Nine Mile Point Rd | Fairport | NY | 14450 | 585/377-2800 Hospitality Syracuse Inc. |
| 6687 Pittsford Palmyra Road | Fairport | NY | 14450 | 585/598-3149 Hospitality Syracuse Inc. |
| 13-5 Beach Channel Drive | Far Rockaway | NY | 11691 | 347/619-8585 United White Plains LLC |
| 1981 Broadhollow Rd | Farmingdale | NY | 11735 | 631/752-7723 JC Restaurants LLC |
| 1301 State Route 332 | Farmington | NY | 14425 | 585/398-7499 Indus TBNY II Inc. |
| 3 Elm Street | Fishkill | NY | 12524 | 845/896-7565 MUY Brands LLC |
| 31-22 Farrington Street | Flushing | NY | 11354 | 929/468-2525 Farrington Taco LLC |
| 505 S. Second Street | Fulton | NY | 13069 | 315/297-4006 Hospitality Syracuse Inc. |
| 4200 Lakeville Road | Geneseo | NY | 14454 | 585/243-9360 FQSR LLC (dba KBP Foods) |
| 810 Canandaigua Road | Geneva | NY | 14456 | 315/789-5093 FQSR LLC (dba KBP Foods) |
| 98 Forest Ave. | Glen Cove | NY | 11542 | 516/759-4669 JC Restaurants LLC |
| 237 Route 9W | Glenmont | NY | 12077 | 518/621-1857 Hospitality Syracuse Inc. |
| 56 Glen Cove Road | Greenvale | NY | 11548 | 516/621-9445 Kedis Enterprises LLC |
| 200 S Caroline Street | Herkimer | NY | 13350 | 315/866-3500 FQSR LLC (dba KBP Foods) |
| 39 Main Street | Hornell | NY | 14843 | 607/324-0461 Indus TBNY Inc. |
| 350 Fairview Ave. | Hudson | NY | 12534 | 518/828-3193 Hospitality Syracuse Inc. |
| 222 Elmira Road | Ithaca | NY | 14851 | 607/275-0193 Hospitality Syracuse Inc. |
| 16001 Jamaica Avenue | Jamaica | NY | 11432 | 718/297-7292 1601 Jamaica LLC |
| 220 Reynolds Road | Johnson City | NY | 13790 | 607/729-3551 MUY Brands LLC |

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| 207 N Comrie Ave | Johnstown | NY | 12095 | 518/762-9883 Hospitality Syracuse Inc. |
| 1305 Ulster Ave | Kingston | NY | 12401 | 845/336-5341 MUY Brands LLC |
| 310 E Fairmount Ave | Lakewood | NY | 14750 | 716/526-0340 Charter Central LLC |
| 676 New Loudon Rd | Latham | NY | 12110 | 518/786-6283 Hospitality Syracuse Inc. |
| 8095 Oswego Rd | Liverpool | NY | 13090 | 315/622-0224 Hospitality Syracuse Inc. |
| 1055 7th North Street | Liverpool | NY | 13088 | 315/457-1500 FQSR LLC (dba KBP Foods) |
| 5802 S Transit Rd | Lockport | NY | 14094 | 716/434-3078 BBG North LLC |
| 555 Long Beach Boulevard | Long Beach | NY | 11561 | 516/897-6855 Kedis Enterprises LLC |
| 337 Pittsford-Palmyra Rd. | Macedon | NY | 14502 | 585/643-7332 Indus TBNY II Inc. |
| 3414 State Route 11 | Malone | NY | 12953 | 518/483-7890 White David R. |
| 6 Kendall Way | Malta | NY | 12020 | 518/899-9740 Hospitality Syracuse Inc. |
| 1503 Lexington Ave | Manhattan | NY | 10029 | 646/362-3400 Srivishnu Inc. |
| 1602 State Highway 37 | Massena | NY | 13662 | 315/769-0949 Hospitality Syracuse Inc. |
| 492 Route 211 East | Middletown | NY | 10940 | 845/343-4300 MUY Brands LLC |
| 221 Dolson Ave | Middletown | NY | 10940 | 845/341-0100 Zalak Food Corp. |
| 330 Larkin Drive | Monroe | NY | 10950 | 845/783-9992 A. Cavegn Inc. |
| 4370 NY 42 | Monticello | NY | 12701 | 845/796-0611 MHF Monticello LLC |
| 286 West Route 59 | Nanuet | NY | 10954 | 845/215-9379 Joseph A. Cavegn |
| 329 Main St | New Rochelle | NY | 10801 | 914/576-0534 Cugine Foods LLC |
| 3645 Broadway | New York | NY | 10031 | 212/491-9151 PAK Harlem Management Inc. |
| 1884 Third Ave | New York | NY | 10029 | 646/684-3200 SRINIDHHI INC. |
| 1351 ST. NICHOLAS AVE. | New York | NY | 10033 | 646/727-7693 Taco Inc. |
| 321 1st Avenue | New York | NY | 10003 | 332/333-0642 321 Taco LLC |
| 1258 LEXINGTON AVENUE | New York | NY | 10028 | 332/877-4555 1258 Lexington Taco LLC |
| 1614 2ND AVENUE | New York | NY | 10028 | 929/219-3609 1614 Second Taco LLC |
| 175 Dyckman Street | New York | NY | 10034 | 917/475-1272 GFE Nostrand Avenue LLC |
| 58A Fulton Street | New York | NY | 10038 | 332/205-6049 58A Fulton Taco Bell LLC |
| 246 E 23rd St | New York | NY | 10010 | 929/506-5692 246 23rd Taco LLC |
| 545 6th Ave | New York | NY | 10011 | 646/484-9960 Martin An |
| 230 Varick Street | New York | NY | 10014 | 646/823-9315 230 Varick Taco Bell LLC |
| 560 W. 207th Street | New York | NY | 10034 | 646/449-0020 G.F. Enterprise LLC |
| 707 LEXINGTON AVE | New York | NY | 10022 | 332/228-0906 707 Lex Taco LLC |
| 1412 Route 300 | Newburgh | NY | 12550 | 845/566-3650 MUY Brands LLC |
| 7300 Niagara Falls Blvd | Niagara Falls | NY | 14304 | 716/283-0644 Barrett T. B. Inc. |
| 3716 Brewerton Road | North Syracuse | NY | 13212 | 315/455-1327 Hospitality Syracuse Inc. |

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| 5412 NY State Route 12 | Norwich | NY | 13815 | 607/336-7261 PAK Norwich Management Inc. |
| 913 W. State Street | Olean | NY | 14760 | 716/372-4930 BBG North LLC |
| 1038 Glenwood Ave. | Oneida | NY | 13421 | 315/363-7504 Hospitality Syracuse Inc. |
| 732 State Highway 28 | Oneonta | NY | 13820 | 607/432-1946 Hospitality Syracuse Inc. |
| 3175 Orchard Park | Orchard Park | NY | 14127 | 716/608-3138 BBG North LLC |
| 147 George Street | Oswego | NY | 13126 | 315/341-4552 Hospitality Syracuse Inc. |
| 3135 Silverback Lane | Painted Post | NY | 14870 | 607/937-3185 SHAASHWAT LLC |
| 212 Lake St | Penn Yan | NY | 14527 | 315/694-7598 Indus TBNY II Inc. |
| 367 Cornelia Street | Plattsburgh | NY | 12901 | 518/561-6716 Plattsburgh Taco Inc. |
| 303 Boston Post Rd | Port Chester | NY | 10573 | 914/939-0695 Cantina Hospitality LLC |
| 153 Market Street | Potsdam | NY | 13676 | 315/261-4920 Hospitality Syracuse Inc. |
| 755 Main Street | Poughkeepsie | NY | 12603 | 845/452-3381 MUY Brands LLC |
| 741 Upper Glen St. | Queensbury | NY | 12804 | 518/792-7864 Hospitality Syracuse Inc. |
| 199 Corinth Road | Queensbury | NY | 12804 | 518/792-0210 Hospitality Syracuse Inc. |
| 9506 63rd Drive | Rego Park | NY | 11374 | 929/487-1150 9506 63rd Rego Taco LLC |
| 563 North Greenbush Road | Rensselaer | NY | 12144 | 518/874-1380 Hospitality Syracuse Inc. |
| 1750 Middle Country Rd | Ridge | NY | 11961 | 631/924-6990 JC Restaurants LLC |
| 57-29 Myrtle Ave | Ridgewood | NY | 11385 | 718/366-0928 JC Restaurants LLC |
| 910 Elmridge Center Dr | Rochester | NY | 14626 | 585/227-9750 Hospitality Syracuse Inc. |
| 950 Jefferson Rd | Rochester | NY | 14623 | 585/272-0440 Hospitality Syracuse Inc. |
| 1605 E. Ridge Road | Rochester | NY | 14621 | 585/338-9660 Hospitality Syracuse Inc. |
| 2317 Lyell Avenue | Rochester | NY | 14606 | 585/247-3590 Hospitality Syracuse Inc. |
| 3900 Dewey Avenue | Rochester | NY | 14616 | 585/581-9299 Hospitality Syracuse Inc. |
| 1436 West Ridge Road | Rochester | NY | 14615 | 585/295-8155 Hospitality Syracuse Inc. |
| 1164 Erie Blvd West | Rome | NY | 13440 | 315/339-7960 Hospitality Syracuse Inc. |
| 3012 Route 50 | Saratoga Springs | NY | 12866 | 518/581-2857 Hospitality Syracuse Inc. |
| 1417 Altamont Ave | Schenectady | NY | 12303 | 518/357-9006 Hospitality Syracuse Inc. |
| 420 Balltown Road | Schenectady | NY | 12304 | 518/346-8907 Hospitality Syracuse Inc. |
| 1314 Middle Country Rd | Selden | NY | 11784 | 631/698-3233 JC Restaurants LLC |
| 297 South Cascade Drive | Springville | NY | 14141 | 716/592-3148 Barrett T. B. Inc. |
| 3179 Erie Blvd East | Syracuse | NY | 13214 | 315/445-9058 Hospitality Syracuse Inc. |
| 3500 W Genesee St | Syracuse | NY | 13219 | 315/487-5409 Hospitality Syracuse Inc. |
| 4743 Onondaga Blvd | Syracuse | NY | 13219 | 315/802-6496 Hospitality Syracuse Inc. |
| 60 Vandenburg Ave. | Troy | NY | 12180 | 518/272-6133 Hospitality Syracuse Inc. |
| 720 Hoosick Road | Troy | NY | 12180 | 518/326-0248 Hospitality Syracuse Inc. |

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| 136 North Genesee Street | Utica | NY | 13502 | 315/724-1993 Hospitality Syracuse Inc. |
| 2507 Vestal Pkwy East | Vestal | NY | 13850 | 607/729-7039 MUY Brands LLC |
| 7457 NY State Route 96 | Victor | NY | 14564 | 585/924-5644 Indus KFNY Inc. |
| 427 1/2 N Main St | Warsaw | NY | 14569 | 585/228-2446 Indus TBNY II Inc. |
| 2430 Route 414 | Waterloo | NY | 13165 | 315/539-0807 FQSR LLC (dba KBP Foods) |
| 945 Arsenal St | Watertown | NY | 13601 | 315/788-0365 Hospitality Syracuse Inc. |
| 1922 Empire Blvd | Webster | NY | 14580 | 585/671-5760 Hospitality Syracuse Inc. |
| 925 Hard Road | Webster | NY | 14580 | 585/347-4844 Hospitality Syracuse Inc. |
| 131 S Route 9W | West Haverstraw | NY | 10993 | 845/429-0393 MUY Brands LLC |
| 9701 Atlantic Ave | Woodhaven | NY | 11421 | 718/805-9123 JC Restaurants LLC |
| 60-12 Northern Blvd | Woodside | NY | 11377 | 718/565-2465 Cugine Foods LLC |
| 1920 Central Park Ave | Yonkers | NY | 10710 | 914/793-9440 Cugine Foods LLC |
| 400 Oriskany Blvd | Yorkville | NY | 13495 | 315/768-7080 Hospitality Syracuse Inc. |
| 1610 U.S. 52 West | Aberdeen | OH | 45101 | 937/795-2647 Widder Management Ltd. |
| 530 South Main Street | Ada | OH | 45810 | 419/634-5078 Sundance Inc. |
| 716 E Market St | Akron | OH | 44305 | 330/376-1113 Charter Foods North LLC |
| 1467 S Arlington Rd | Akron | OH | 44306 | 330/773-2866 Charter Foods North LLC |
| 2419 Romig Road | Akron | OH | 44320 | 330/753-4537 Pacific Bells LLC |
| 110 W State Street | Alliance | OH | 44601 | 330/821-8620 Cemabell Inc. |
| 2353 W STATE ST | Alliance | OH | 44601 | 330/829-9532 Cemabell Inc. |
| 3790 Waterford Parkway | Amelia | OH | 45102 | 513/752-2735 AG Bells LLC |
| 607 E Main Street | Anna | OH | 45302 | 937/394-2316 Mariane Inc. |
| 1226 W Prospect | Ashtabula | OH | 44004 | 440/992-6446 Pacific Bells LLC |
| 978 E. State Street | Athens | OH | 45701 | 740/592-2266 Charter Central LLC |
| 2807 Sidley Court | Austinburg | OH | 44010 | 216/400-0290 TriBell LLC |
| 4523 Mahoning Avenue | Austintown | OH | 44515 | 330/270-5458 Charter Central LLC |
| 36220 Detroit Road | Avon | OH | 44011 | 440/934-1154 Pacific Bells LLC |
| 510 Avon-Belden Road | Avon Lake | OH | 44012 | 440/930-4371 Pacific Bells LLC |
| 3218 Dayton Xenia Rd | Beavercreek | OH | 45434 | 937/426-8035 Cantina Hospitality LLC |
| 1500 S. Main Street | Bellefontaine | OH | 43311 | 937/593-0029 Fiesta Holdings Inc. |
| 1365 E Main St | Bellevue | OH | 44811 | 419/483-6050 Edwin M Coles |
| 613 Washington Blvd | Belpre | OH | 45714 | 740/401-0782 Charter Central LLC |
| 113 Commerce Lane | Bluffton | OH | 45817 | 419/369-5606 Sundance Inc. |
| 320 E Wooster | Bowling Green | OH | 43402 | 419/354-1155 Bowling Green Restaurants Inc |
| 1130 S Main St | Bowling Green | OH | 43402 | 419/352-1474 G-Made Inc. |

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| 14701 Snow Rd. | Brook Park | OH | 44142 | 216/267-6553 Sigma Bell LLC |
| 25 Triggs Road | Brookville | OH | 45309 | 937/833-4811 FQSR LLC (dba KBP Foods) |
| 3250 Center Rd | Brunswick | OH | 44212 | 330/273-2297 Pacific Bells LLC |
| 1794 Pearl Rd. | Brunswick | OH | 44212 | 330/220-0491 Pacific Bells LLC |
| 1104 S Main St | Bryan | OH | 43506 | 419/636-7299 Bryan Restaurants Inc. |
| 10800 Hebron Road SE | Buckeye Lake | OH | 43008 | 740/928-2568 Triple Play Restaurants Inc. |
| 575 S Sandusky Ave | Bucyrus | OH | 44820 | 419/562-8233 Bucyrus Restaurants Inc. |
| 15924 State Rt 170 | Calcutta | OH | 43920 | 330/385-2355 Charter Foods North LLC |
| 17005 McConnelsville Road | Caldwell | OH | 43724 | 740/498-0902 Fast Food Feeders Ltd |
| 61550 Southgate Rd | Cambridge | OH | 43725 | 740/432-9666 Charter Foods North LLC |
| 2343 E Wheeling Avenue | Cambridge | OH | 43725 | 740/498-0350 Charter Foods North LLC |
| 6075 Gender Road | Canal Winchester | OH | 43110 | 614/833-5183 C.L. Inc. |
| 4254 Boardman-Canfield Road | Canfield | OH | 44406 | 330/533-2747 Charter Foods North LLC |
| 6441 Market Ave. North | Canton | OH | 44721 | 330/305-1823 Charter Foods North LLC |
| 2625 Maret St NE | Canton | OH | 44705 | 330/453-3024 Charter Foods North LLC |
| 926 Sheridan Dr. | Carey | OH | 43316 | 419/396-0186 G-Made Inc. |
| 1154 Canton Road NW | Carrollton | OH | 44615 | 330/476-6246 Fast Food Feeders Ltd |
| 535 East Market Street | Celina | OH | 45822 | 419/586-5458 Sundance Inc. |
| 6240 Wilmington Pike | Centerville | OH | 45459 | 937/848-2818 Cantina Hospitality LLC |
| 9300 Dayton Lebanon Pike | Centerville | OH | 45458 | 937/428-0556 Fiesta Holdings Inc. |
| 502 Water St | Chardon | OH | 44024 | 440/286-4588 Sigma Bell LLC |
| 1040 N. Bridge St. | Chillicothe | OH | 45601 | 740/774-2355 Triple Play Restaurants Inc. |
| 1247 Western Avenue | Chillicothe | OH | 45601 | 740/774-2045 Triple Play Restaurants Inc. |
| 5060 Delhi Ave | Cincinnati | OH | 45238 | 513/451-7576 AG Bells LLC |
| 11020 Hamilton Ave | Cincinnati | OH | 45231 | 513/825-3179 AG Bells LLC |
| 9449 Colerain Ave | Cincinnati | OH | 45251 | 513/245-1735 AG Bells LLC |
| 5500 Colerain Ave | Cincinnati | OH | 45239 | 513/541-2366 AG Bells LLC |
| 820 Eastgate South Dr | Cincinnati | OH | 45245 | 513/752-6010 Cantina Hospitality LLC |
| 9067 Fields Ertel Rd | Cincinnati | OH | 45249 | 513/583-0043 AG Bells LLC |
| 9270 Plainfield Rd | Cincinnati | OH | 45236 | 513/984-8390 AG Bells LLC |
| 1003 Gest Street | Cincinnati | OH | 45203 | 513/241-8226 AG Bells LLC |
| 4147 Hamilton Ave. | Cincinnati | OH | 45223 | 513/541-7861 Premier Restaurant Ventures L |
| 2500 Highland Avenue | Cincinnati | OH | 45219 | 513/221-2373 CTI Restaurants Inc. |
| 8157 Beechmont Ave | Cincinnati | OH | 45255 | 513/474-5138 AG Bells LLC |
| 6579 GLENWAY AVE | Cincinnati | OH | 45248 | 513/574-0049 AG Bells LLC |

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| 11992 Chase Plaza | Cincinnati | OH | 45240 | 513/648-9202 AG Bells LLC |
| 3911 Red Bank Rd | Cincinnati | OH | 45227 | 513/271-0102 AG Bells LLC |
| 9200 Winton Rd | Cincinnati | OH | 45231 | 513/521-1097 AG Bells LLC |
| 5404 North Bend Road | Cincinnati | OH | 45247 | 513/389-1172 AG Bells LLC |
| 9188 Reading Rd | Cincinnati | OH | 45215 | 513/554-0017 AG Bells LLC |
| 23501 US Highway 23 S | Circleville | OH | 43113 | 740/474-9393 C.L. Inc. |
| 3776 W 150th Street | Cleveland | OH | 44111 | 216/251-6333 Pacific Bells LLC |
| 4110 Lee Road | Cleveland | OH | 44128 | 216/283-4044 Sigma Bell LLC |
| 10800 Lorain Ave | Cleveland | OH | 44111 | 216/941-8200 Charter Central LLC |
| 4537 Mayfield Road | Cleveland | OH | 44121 | 216/382-2221 Pacific Bells LLC |
| 1531 W. 117th Street | Cleveland | OH | 44107 | 216/228-5900 Sigma Bell LLC |
| 5840 Memphis Avenue | Cleveland | OH | 44144 | 216/661-4857 Charter Central LLC |
| 7424 Brookpark Rd | Cleveland | OH | 44129 | 216/741-0024 Pacific Bells LLC |
| 3314 Steelyard Drive | Cleveland | OH | 44109 | 216/661-7750 Charter Central LLC |
| 1096 W. McPherson Highway | Clyde | OH | 43410 | G-Made Inc. |
| 1104 Village Plaza | Columbiana | OH | 44408 | 330/482-9123 Charter Foods North LLC |
| 2421 So Hamilton Rd | Columbus | OH | 43232 | 614/866-6999 Pacific Bells LLC |
| 808 S High St | Columbus | OH | 43206 | 614/443-0023 C.L. Inc. |
| 2111 E Livingston | Columbus | OH | 43209 | 614/231-0755 G-Made Inc. |
| 2225 Dublin Granville Rd | Columbus | OH | 43229 | 614/895-7667 G-Made Inc. |
| 1312 W 5th Ave | Columbus | OH | 43212 | 614/486-8891 G-Made Inc. |
| 2553 N. High St | Columbus | OH | 43202 | 614/261-8193 Cantina Hospitality LLC |
| 3402 Cleveland Ave | Columbus | OH | 43224 | 614/261-7433 Pacific Bells LLC |
| 1339 Harrisburg Pike | Columbus | OH | 43223 | 614/276-4585 C.L. Inc. |
| 2777 Billingsley Rd | Columbus | OH | 43235 | 614/791-1777 Cantina Hospitality LLC |
| 8440 N High St | Columbus | OH | 43235 | 614/431-1424 Pacific Bells LLC |
| 3605 S High St | Columbus | OH | 43207 | 614/497-8211 G-Made Inc. |
| 4770 Saw Mill Rd | Columbus | OH | 43235 | 614/798-8332 Pacific Bells LLC |
| 1557 W Broad St | Columbus | OH | 43222 | 614/276-0334 Pacific Bells LLC |
| 200 N Wilson Rd | Columbus | OH | 43204 | 614/272-1045 C.L. Inc. |
| 6970 E Broad St | Columbus | OH | 43213 | 614/863-6776 G-Made Inc. |
| 7960 Worthington-Galena Road | Columbus | OH | 43085 | 614/847-5881 Pacific Bells LLC |
| 3834 Morse Road | Columbus | OH | 43219 | 614/478-4596 Cantina Hospitality LLC |
| 5449 West Broad Street | Columbus | OH | 43228 | 614/922-0318 Triple Play Restaurants Inc. |
| 1429 Polaris Pkwy | Columbus | OH | 43240 | 614/985-4859 Pacific Bells LLC |

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| 1717 Morse Road | Columbus | OH | 43229 | 614/447-3010 Pacific Bells LLC |
| 5152 N. High Street | Columbus | OH | 43214 | 614/436-4070 Pacific Bells LLC |
| 1536 Georgesville Road | Columbus | OH | 43228 | 614/878-2090 Cantina Hospitality LLC |
| 4517 KENNY RD | Columbus | OH | 43220 | 614/442-8255 Elbell Inc. |
| 620 Georgesville Rd | Columbus | OH | 43228 | 614/351-4947 Triple Play Restaurants Inc. |
| 1525 N High St | Columbus | OH | 43201 | 614/297-6545 G-Made Inc. |
| 795 S. 2nd St. | Coshocton | OH | 43812 | 740/622-0024 Triple Play Restaurants Inc. |
| 360 Howe Ave | Cuyahoga Falls | OH | 44221 | 330/928-2626 Pacific Bells LLC |
| 2618 State Rd | Cuyahoga Falls | OH | 44223 | 330/928-4298 Pacific Bells LLC |
| 47 Woodman Dr. | Dayton | OH | 45431 | 937/252-3527 Cantina Hospitality LLC |
| 2509 S Smithville Rd. | Dayton | OH | 45420 | 937/253-6439 Cantina Hospitality LLC |
| 1000 Brown Street | Dayton | OH | 45409 | 937/461-9568 Fiesta Holdings Inc. |
| 2076 Harshman Rd | Dayton | OH | 45424 | 937/233-5478 Fiesta Holdings Inc. |
| 4206 North Main Street | Dayton | OH | 45405 | 937/278-3901 Fiesta Holdings Inc. |
| 5281 Salem Ave | Dayton | OH | 45426 | 937/837-6000 Fiesta Holdings Inc. |
| 1414 N. Keowee Street | Dayton | OH | 45404 | 937/262-7971 Fiesta Holdings Inc. |
| 109 Springboro Pike | Dayton | OH | 45449 | 937/439-4739 Fiesta Holdings Inc. |
| 3410 York Commons Blvd | Dayton | OH | 45414 | 937/890-2580 Fiesta Holdings Inc. |
| 3019 Kettering Blvd | Dayton | OH | 45439 | 937/298-7353 Fiesta Holdings Inc. |
| 1902 E. Second St. | Defiance | OH | 43512 | 419/784-0990 GMK Inc. |
| 1555 N. Clinton St. | Defiance | OH | 43512 | 419/782-0225 G-Made Inc. |
| 1167 Columbus Pike | Delaware | OH | 43015 | 740/369-0138 Pacific Bells LLC |
| 201 Elida Avenue | Delphos | OH | 45833 | 419/692-1572 Sundance Inc. |
| 4915 Tuttle Crossing Blvd | Dublin | OH | 43017 | 614/792-7755 Cantina Hospitality LLC |
| 13660 Euclid Avenue | East Cleveland | OH | 44112 | 216/541-8226 Sigma Bell LLC |
| 1305 N Barron St | Eaton | OH | 45320 | 937/456-9830 Mayer Management Inc. |
| 608 South Main Street | Englewood | OH | 45322 | 937/836-0113 Cantina Hospitality LLC |
| 26002 Euclid Ave | Euclid | OH | 44132 | 216/731-6061 Pacific Bells LLC |
| 2674 Colonel Glenn Hwy | Fairborn | OH | 45324 | 937/426-7808 Cantina Hospitality LLC |
| 360 North Broad Street | Fairborn | OH | 45324 | 937/879-7690 Cantina Hospitality LLC |
| 1280 E. Dayton-Yellow Springs Road | Fairborn | OH | 45324 | 937/878-1028 Cantina Hospitality LLC |
| 650 Niles Road | Fairfield | OH | 45014 | 513/829-1359 AG Bells LLC |
| 1115 Tiffin Ave | Findlay | OH | 45840 | 419/423-4939 K-K Restaurants Inc. |
| 701 Trenton Ave | Findlay | OH | 45840 | 419/420-9430 K-K Restaurants Inc. |
| 519 Plaza Drive | Fostoria | OH | 44830 | 419/435-7212 Fostoria Restaurants Inc. |

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| 870 Sean Drive | Fremont | OH | 43420 | 419/333-0748 Bellevue Restaurants Inc. |
| 2281 W. State Street. | Fremont | OH | 43420 | 419/332-2070 Bellevue Restaurants Inc. |
| 294 S. Hamilton Road | Gahanna | OH | 43230 | 614/471-8716 G-Made Inc. |
| 1330 Stoneridge Drive | Gahanna | OH | 43230 | 614/337-2892 Triple Play Restaurants Inc. |
| 719 Harding Way West | Galion | OH | 44833 | 419/468-8282 Galion Restaurants Inc. |
| 63 Ohio River Plaza | Gallipolis | OH | 45631 | 740/441-1845 Neighborhood Taco LLC |
| 5185 Turney Rd. | Garfield Heights | OH | 44125 | 216/663-2978 Charter Central LLC |
| 8046 State Street | Garrettsville | OH | 44231 | 234/218-9383 Fast Food Feeders Ltd |
| 1120 E. Russ Road | Greenville | OH | 45331 | 937/547-0195 Cantina Hospitality LLC |
| 2408 Stringtown Rd | Grove City | OH | 43123 | 614/871-9741 Cantina Hospitality LLC |
| 2787 London Groveport Rd | Grove City | OH | 43123 | 614/875-2160 Cantina Hospitality LLC |
| 3340 Broadway | Grove City | OH | 43123 | Cantina Hospitality LLC |
| 1410 Main Street | Hamilton | OH | 45013 | 513/868-0728 Cantina Hospitality LLC |
| 819 High Street | Hamilton | OH | 45011 | 513/737-0021 CTI Restaurants Inc. |
| 10423 Harrison Avenue | Harrison | OH | 45030 | 513/202-0285 AG Bells LLC |
| 821 West Maple Street | Hartville | OH | 44632 | 330/877-0767 Lambos Mark |
| 1021 Hebron Rd | Heath | OH | 43056 | 740/345-6655 Cemabell Inc. |
| 4652 Cemetery Rd | Hilliard | OH | 43026 | 614/777-5775 TriBell LLC |
| 1680 Hilliard Rome Rd | Hilliard | OH | 43026 | 614/529-0113 G-Made Inc. |
| 1235 North High Street | Hillsboro | OH | 45133 | 937/393-2488 Mayer Management Inc. |
| 730 Liberty St W | Hubbard | OH | 44425 | 330/534-8226 Charter Foods North LLC |
| 8158 Old Troy Pike | Huber Heights | OH | 45424 | 937/233-4005 Cantina Hospitality LLC |
| 6500 Brandt Pike | Huber Heights | OH | 45424 | 937/233-1602 Cantina Hospitality LLC |
| 8201 Center Point 70 Blvd | Huber Heights | OH | 45424 | 937/318-8879 Fiesta Holdings Inc. |
| 1065 Ironton Hill Drive | Ironton | OH | 45638 | 740/532-5665 Charter Central LLC |
| 1021 E Main Street | Jackson | OH | 45640 | 740/288-3346 Charter Foods Inc. |
| 12356 US Highway 35 NW | Jeffersonville | OH | 43128 | 740/948-9800 KBP Bells LLC |
| 4098 Maplecrest Parkway | Kent | OH | 44240 | 330/677-8887 Pacific Bells LLC |
| 914 East Columbus Street | Kenton | OH | 43326 | 419/675-0700 G-Made Inc. |
| 2101 East Dorothy Lane | Kettering | OH | 45420 | 937/296-9787 Cantina Hospitality LLC |
| 15500 Detroit Avenue | Lakewood | OH | 44107 | 216/529-9454 Pacific Bells LLC |
| 1643 East Main Street | Lancaster | OH | 43130 | 740/689-9780 Triple Play Restaurants Inc. |
| 2099 Schorrway Dr NW | Lancaster | OH | 43130 | 740/654-3220 Triple Play Restaurants Inc. |
| 715 E Main St | Lebanon | OH | 45036 | 513/932-8181 CTI Restaurants Inc. |
| 4345 Hamilton Middletown Rd | Liberty Township | OH | 45011 | 513/893-1888 CTI Restaurants Inc. |

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| 6979 S. Liberty Drive | Liberty Township | OH | 45044 | 513/759-0894 CTI Restaurants Inc. |
| 2090 Harding Hwy | Lima | OH | 45804 | 419/229-0746 Kenco Restaurants Inc. |
| 3201 Elida Rd | Lima | OH | 45805 | 419/331-0883 Kenco Restaurants Inc. |
| 2011 Allentown Road | Lima | OH | 45805 | 419/228-1387 Kenco Restaurants Inc. |
| 7680 State Route 45 | Lisbon | OH | 44432 | 330/870-0952 Fast Food Feeders Ltd |
| 1301 W Hunter St | Logan | OH | 43138 | 740/385-5233 Triple Play Restaurants Inc. |
| 110 West High Street | London | OH | 43140 | 740/845-1148 Triple Play Restaurants Inc. |
| 327 W MAIN ST | Loudonville | OH | 44842 | 567/223-6059 Fast Food Feeders Ltd |
| 223 W Main St | Louisville | OH | 44641 | 330/875-0500 Charter Foods North LLC |
| 10650 Loveland Madeira Rd | Loveland | OH | 45140 | 513/583-9190 CTI Restaurants Inc. |
| 557 Aurora Rd | Macedonia | OH | 44056 | 330/467-3900 Pacific Bells LLC |
| 6000 South SR 48 | Maineville | OH | 45039 | 513/480-0167 CTI Restaurants Inc. |
| 2300 Interstate Circle | Mansfield | OH | 44903 | 419/756-7050 Charter Foods North LLC |
| 1194 Park Ave W | Mansfield | OH | 44906 | 419/529-8777 Charter Foods North LLC |
| 1423 Lexington Ave | Mansfield | OH | 44907 | 419/775-9935 Charter Foods North LLC |
| 5591 Warrensville Ctr Rd | Maple Heights | OH | 44137 | 216/663-3550 Pacific Bells LLC |
| 636 State Route 61 | Marengo | OH | 43334 | 419/253-0046 F.W. Englefield IV |
| 342 Pike Street | Marietta | OH | 45750 | 740/373-9124 Charter Central LLC |
| 1309 Mount Vernon Ave | Marion | OH | 43302 | 740/386-5418 C.L. Inc. |
| 1270 Delaware Ave | Marion | OH | 43302 | 740/382-6325 Triple Play Restaurants Inc. |
| 436 N Main St | Marion | OH | 43302 | 740/223-3376 Triple Play Restaurants Inc. |
| 835 Delaware Ave | Marysville | OH | 43040 | 937/644-3424 TriBell LLC |
| 5418 Kings Center Way | Mason | OH | 45040 | 513/398-9755 CTI Restaurants Inc. |
| 5366 Wales Ave | Massillon | OH | 44646 | 330/833-2933 Pacific Bells LLC |
| 5855 Mayfield Road | Mayfield Heights | OH | 44124 | 440/684-0447 Pacific Bells LLC |
| 7753 Mentor Avenue | Mentor | OH | 44060 | 440/942-1261 Charter Central LLC |
| 9486 Mentor Avenue | Mentor | OH | 44060 | 440/392-0319 Pacific Bells LLC |
| 9500 Diamond Centre Dr | Mentor | OH | 44060 | 440/299-7165 Charter Central LLC |
| 8351 Tyler Blvd. | Mentor | OH | 44060 | 440/974-8650 Pacific Bells LLC |
| 10 Lawrence Avenue | Miamisburg | OH | 45342 | 937/859-8001 Fiesta Holdings Inc. |
| 17565 E Bagley Rd. | Middleburg Heights | OH | 44130 | 440/891-0888 Pacific Bells LLC |
| 15570 W High St | Middlefield | OH | 44062 | 440/632-0457 Charter Central LLC |
| 2101 No Verity Pkwy | Middletown | OH | 45042 | 513/425-9558 Cantina Hospitality LLC |
| 800 S Breiel Blvd | Middletown | OH | 45044 | 513/423-2107 Cantina Hospitality LLC |
| 889 State Route 28 | Milford | OH | 45150 | 513/248-0901 AG Bells LLC |

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| 220 Chamber Drive | Milford | OH | 45150 | 513/334-2141 AG Bells LLC |
| 1532 Washington Street | Millersburg | OH | 44654 | 330/473-6082 Edwin M Coles |
| 1000 Valley Street | Minerva | OH | 44657 | 330/868-4985 Triple Play Restaurants Inc. |
| 548 W. Marion | Mount Gilead | OH | 43338 | 419/751-7110 Edwin M Coles |
| 107 Glover Dr | Mount Orab | OH | 45154 | 937/444-4848 AG Bells LLC |
| 1015 Coshocton Ave. | Mount Vernon | OH | 43050 | 740/393-3133 Cantina Hospitality LLC |
| 120 Newark Road | Mount Vernon | OH | 43050 | 740/392-7876 Cantina Hospitality LLC |
| 605 Wood Drive | Napoleon | OH | 43545 | 419/599-8558 Sundance Inc. |
| 763 Chestnut Street | Nelsonville | OH | 45764 | 740/753-3007 C.L. Inc. |
| 6479 Central College Rd | New Albany | OH | 43054 | 614/855-7480 Triple Play Restaurants Inc. |
| 232 E Broadway St | New Lexington | OH | 43764 | 740/342-5000 Triple Play Restaurants Inc. |
| 1091 N 21st St | Newark | OH | 43055 | 740/366-6352 Cemabell Inc. |
| 5275 East State Road | Newcomerstown | OH | 43832 | 740/498-0315 Fast Food Feeders Ltd |
| 50 North Canal Street | Newton Falls | OH | 44444 | 330/872-8053 Charter Foods North LLC |
| 1327 Youngstown-Warren Rd | Niles | OH | 44446 | 330/544-5338 Charter Central LLC |
| 1600 N. Main St. | North Canton | OH | 44720 | 330/497-1386 Charter Foods North LLC |
| 4855 Portage Street N.w. | North Canton | OH | 44720 | 330/498-8433 Pacific Bells LLC |
| 6568 North Ridge Road | North Madison | OH | 44057 | 440/536-9886 Sigma Bell LLC |
| 24247 Lorain Rd. | North Olmsted | OH | 44070 | 440/779-9150 Pacific Bells LLC |
| 4660 Northfield Rd | North Randall | OH | 44128 | 216/475-2599 Pacific Bells LLC |
| 32350 Lorain Road | North Ridgeville | OH | 44039 | 440/353-3617 Pacific Bells LLC |
| 6447 North Royalton Rd | North Royalton | OH | 44133 | 440/237-1401 Pacific Bells LLC |
| 365 Milan Ave | Norwalk | OH | 44857 | 419/668-0766 Norwalk Restaurants Inc. |
| 4478 Montgomery Rd. | Norwood | OH | 45212 | 513/531-7291 Premier Restaurant Ventures L |
| 115 E Water Street | Oak Harbor | OH | 43449 | 419/607-6280 Edwin M Coles |
| 5101 Groveport Road | Obetz | OH | 43207 | 614/491-6005 TriBell LLC |
| 1305 North Main Street | Orrville | OH | 44667 | 330/684-2114 Charter Foods North LLC |
| 1724 E Main Street | Ottawa | OH | 45875 | 419/523-1198 Sundance Inc. |
| 36 Lynn Ave | Oxford | OH | 45056 | 513/523-0070 Mayer Management Inc. |
| 100 Richmond St. | Painesville | OH | 44077 | 440/354-8226 Charter Central LLC |
| 7475 Day Dr | Parma | OH | 44129 | 440/886-6692 Pacific Bells LLC |
| 5780 Broadview Rd | Parma | OH | 44134 | 216/459-1894 Charter Central LLC |
| 1075 West Pleasant Valley Rd | Parma | OH | 44134 | 440/885-8226 Pacific Bells LLC |
| 6698 Pearl Road | Parma Heights | OH | 44130 | 440/885-1250 Pacific Bells LLC |
| 155 E. Broad Street | Pataskala | OH | 43062 | 740/964-1101 C.L. Inc. |

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| 27171 Oakmead Dr | Perrysburg | OH | 43551 | 419/874-0369 Perrysburg Restaurants Inc. |
| 25782 DIXIE HWY | Perrysburg | OH | 43551 | 567/336-6181 G-Made Inc. |
| 1233 Hill Rd N | Pickerington | OH | 43147 | 614/755-4711 TriBell LLC |
| 615 S West St Ste B | Piketon | OH | 45661 | 740/289-1054 F.W. Englefield IV |
| 1234 E Ash St | Piqua | OH | 45356 | 937/773-8089 Cantina Hospitality LLC |
| 1429 Covington Ave (US-36) | Piqua | OH | 45356 | 937/778-3784 Cantina Hospitality LLC |
| 7490 OH-161 | Plain City | OH | 43064 | 614/881-1942 Cantina Hospitality LLC |
| 420 West Main Street | Pomeroy | OH | 45769 | 740/992-6699 CLATRA INC. |
| 3990 E Harbor Rd | Port Clinton | OH | 43452 | 419/734-6545 Charter Foods North LLC |
| 2535 Gallia Street | Portsmouth | OH | 45662 | 740/354-1336 Charter Central LLC |
| 3826 US Highway 23 | Portsmouth | OH | 45662 | 740/354-5669 FQSR LLC (dba KBP Foods) |
| 10600 Sawmill Parkway | Powell | OH | 43065 | 380/390-8280 Cantina Hospitality LLC |
| ~117 State Street | Proctorville | OH | 45669 | 220/201-5150 Charter Central LLC |
| 6325 E Main St | Reynoldsburg | OH | 43068 | 614/861-2378 Pacific Bells LLC |
| 6320 Tussing Rd | Reynoldsburg | OH | 43068 | 614/863-3372 G-Made Inc. |
| 21805 Center Ridge Road | Rocky River | OH | 44116 | 440/331-3139 Pacific Bells LLC |
| 137 East Main Street | Russells Point | OH | 43348 | 937/842-5673 Sundance Inc. |
| 50737 Valley Frontage Rd | Saint Clairsville | OH | 43950 | 740/695-1190 Charter Foods North LLC |
| 1406 Commerce Dr | Saint Marys | OH | 45885 | 419/394-5970 Sundance Inc. |
| 1872 E State St | Salem | OH | 44460 | 330/337-0997 Cemabell Inc. |
| 918 Perkins Avenue West | Sandusky | OH | 44870 | 419/626-0226 Pacific Bells LLC |
| 1000 Fun Drive | Sandusky | OH | 44870 | 419/626-4578 Pacific Bells LLC |
| 1607 E. Kemper Road | Sharonville | OH | 45246 | 513/772-3290 CTI Restaurants Inc. |
| 3970 Hauck Road | Sharonville | OH | 45241 | 513/733-3070 CTI Restaurants Inc. |
| 160 MANSFIELD AVE | Shelby | OH | 44875 | 567/292-9101 Edwin M Coles |
| 1752 Michigan St | Sidney | OH | 45365 | 937/492-9371 Cantina Hospitality LLC |
| 6030 Enterprise Drive | Solon | OH | 44139 | 440/519-3803 MITRA QSR KNE LLC |
| 110 North Columbus Street | Somerset | OH | 43783 | 740/743-1592 F.W. Englefield IV |
| 325 County Road 406 | South Point | OH | 45680 | 740/894-5417 Charter Central LLC |
| 850 W Central Ave | Springboro | OH | 45066 | 937/746-1104 Cantina Hospitality LLC |
| 1115 Upper Valley Pike | Springfield | OH | 45504 | 937/323-4313 Cantina Hospitality LLC |
| 2952 Derr Road | Springfield | OH | 45503 | 937/399-7453 Cantina Hospitality LLC |
| 1717 E Main St | Springfield | OH | 45503 | 937/323-3531 Cantina Hospitality LLC |
| 2149 S. Limestone St. | Springfield | OH | 45505 | 937/525-0013 Cantina Hospitality LLC |
| 1920 North Bechtle Avenue | Springfield | OH | 45504 | 937/342-0362 Cantina Hospitality LLC |

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| 2118 Sunset Blvd | Steubenville | OH | 43952 | 740/264-2128 Charter Foods North LLC |
| 993 Graham Rd. | Stow | OH | 44221 | 330/929-0012 Pacific Bells LLC |
| 4152 Kent Rd | Stow | OH | 44224 | 330/688-0138 Pacific Bells LLC |
| 7532 State Route 250 SW | Strasburg | OH | 44680 | 330/878-4019 Fast Food Feeders Ltd |
| 9223 St Rte 14 | Streetsboro | OH | 44241 | 330/626-2409 Pacific Bells LLC |
| 14529 Pearl Rd | Strongsville | OH | 44136 | 440/732-2592 Sigma Bell LLC |
| 7255 State Route 37 | Sunbury | OH | 43074 | 740/362-8594 Triple Play Restaurants Inc. |
| 117 State Route 3 | Sunbury | OH | 43074 | 740/913-1820 Triple Play Restaurants Inc. |
| 62 Tallmadge Circle | Tallmadge | OH | 44278 | 330/633-3990 Pacific Bells LLC |
| 630 West Market St. | Tiffin | OH | 44883 | 419/448-8226 Bellevue Restaurants Inc. |
| 1150 W Main Street | Tipp City | OH | 45371 | 937/667-7521 Fiesta Holdings Inc. |
| 3302 West Central | Toledo | OH | 43606 | 419/535-8690 Charter Foods North LLC |
| 2234 W Alexis Rd | Toledo | OH | 43613 | 419/474-6125 Charter Foods North LLC |
| 1422 Broadway | Toledo | OH | 43609 | 419/244-4500 Charter Foods North LLC |
| 3149 Dorr Street | Toledo | OH | 43607 | 419/531-2008 Charter Foods North LLC |
| 815 Philips Avenue | Toledo | OH | 43612 | Charter Foods North LLC |
| 975 West State Street | Trenton | OH | 45067 | 513/988-0411 Mayer Management Inc. |
| 1420 W. Main St. | Troy | OH | 45373 | 937/339-7829 Cantina Hospitality LLC |
| 8906 Darrow Road | Twinsburg | OH | 44087 | 330/425-3999 Pacific Bells LLC |
| 104 East McCauley Drive | Uhrichsville | OH | 44683 | 740/922-4434 F.W. Englefield IV |
| 1735 E Wyandot Ave | Upper Sandusky | OH | 43351 | 419/294-9344 G-Made Inc. |
| 707 Scioto St | Urbana | OH | 43078 | 937/582-4205 Fiesta Holdings Inc. |
| 1280 S Shannon St | Van Wert | OH | 45891 | 419/238-1400 Bells and Birds Inc. |
| 323 E. National Rd | Vandalia | OH | 45377 | 937/454-0048 Cantina Hospitality LLC |
| 1718 State Route 60 | Vermilion | OH | 44089 | 440/963-7438 Edwin M Coles |
| 973 High Street | Wadsworth | OH | 44281 | 330/336-9242 Pacific Bells LLC |
| 903 Apollo Dr | Wapakoneta | OH | 45895 | 419/738-7227 Sundance Inc. |
| 2752 Elm Road | Warren | OH | 44483 | 330/372-4062 Charter Central LLC |
| 473 South Street | Warren | OH | 44483 | 330/394-0060 Charter Central LLC |
| 4419 Mahoning Ave NW | Warren | OH | 44483 | 330/847-2380 Charter Central LLC |
| 1295 Columbus Ave | Washington Court House | OH | 43160 | 740/335-5510 Triple Play Restaurants Inc. |
| 1462 North Shoop Avenue | Wauseon | OH | 43567 | 419/335-4049 Sundance Inc. |
| 508 S Main St. | Wellington | OH | 44090 | 440/647-1712 Edwin M Coles |
| 1223 S PENNSYLVANIA AVE | Wellston | OH | 45692 | 740/384-1884 Triple Play Restaurants Inc. |
| 801 E Central Ave | West Carrollton | OH | 45449 | 937/859-1650 Fiesta Holdings Inc. |

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| 7757 Tylersville Rd | West Chester | OH | 45069 | 513/779-7623 CTI Restaurants Inc. |
| 8126 Princeton-Glendale Rd | West Chester | OH | 45069 | 513/860-0862 CTI Restaurants Inc. |
| 11191 State Route 41 | West Union | OH | 45693 | 937/544-9019 Premier Restaurant Ventures L |
| 6140 Sunbury Rd | Westerville | OH | 43081 | 614/895-0550 TriBell LLC |
| 26 E Schrock Rd | Westerville | OH | 43081 | 614/882-0360 Pacific Bells LLC |
| 1345 Columbia Rd. | Westlake | OH | 44145 | 440/899-7994 Sigma Bell LLC |
| 8220 Ohio River Road | Wheelerburg | OH | 45694 | 740/574-5160 Charter Foods Inc. |
| 3944 E Broad St | Whitehall | OH | 43213 | 614/236-0076 G-Made Inc. |
| 102 East Walton Street | Willard | OH | 44890 | 419/935-2009 Charter Foods North LLC |
| 35020 Euclid Ave | Willoughby | OH | 44094 | 440/946-3179 Pacific Bells LLC |
| 1701 Rombach Ave | Wilmington | OH | 45177 | 937/382-3828 Mayer Management Inc. |
| 180 Main Street | Wintersville | OH | 43953 | 740/278-3371 Charter Central LLC |
| 116 North Main Street | Woodsfield | OH | 43793 | 740/472-9005 Jefferis Foods LLC |
| 231 West Main Street | Xenia | OH | 45385 | 937/376-4168 Cantina Hospitality LLC |
| 4380 Youngstown Poland Rd | Youngstown | OH | 44514 | 330/755-1966 Charter Central LLC |
| 940 Boardman-Poland Rd | Youngstown | OH | 44512 | 330/726-0028 Charter Foods North LLC |
| 458 Boardman-Canfield Road | Youngstown | OH | 44512 | 330/758-8274 Charter Foods North LLC |
| 420 Fifth Avenue | Youngstown | OH | 44502 | 330/746-4060 Charter Foods North LLC |
| 3726 Market Street | Youngstown | OH | 44507 | 234/241-1679 Charter Foods North LLC |
| 3551 Belmont Avenue | Youngstown | OH | 44505 | 330/759-9295 Charter Foods North LLC |
| 850 N. Canfield Niles Rd. | Youngstown | OH | 44515 | 330/505-0803 Charter Foods North LLC |
| 8585 South Ave(Western Reserve) | Youngstown | OH | 44514 | 330/953-3477 Charter Foods North LLC |
| 2454 Maple Street | Zanesville | OH | 43701 | 740/454-0331 Cemabell Inc. |
| 2145 June Parkway | Zanesville | OH | 43701 | 740/453-9824 C.L. Inc. |
| 500 N Mississippi | Ada | OK | 74820 | 580/436-3930 K-Mac Enterprises Inc. |
| 1701 N. Main St. | Altus | OK | 73521 | 580/482-7612 K-Mac Enterprises Inc. |
| 1007 N Commerce Street | Ardmore | OK | 73401 | 580/223-1308 K-Mac Enterprises Inc. |
| 1510 S Mississippi St | Atoka | OK | 74525 | 580/364-0354 K-Mac Enterprises Inc. |
| 3875 SE Green Country Rd | Bartlesville | OK | 74006 | 918/333-0963 K-Mac Enterprises Inc. |
| 7980 South 111st Street South | Bixby | OK | 74008 | 918/364-8226 K-Mac Enterprises Inc. |
| 1223 NE 10th Street | Blanchard | OK | 73010 | 405/396-6509 O&M TB LLC |
| 3202 S Juniper Ave | Broken Arrow | OK | 74012 | 918/449-9972 K-Mac Enterprises Inc. |
| 1361 E. Kenosha Street | Broken Arrow | OK | 74012 | 918/251-1742 K-Mac Enterprises Inc. |
| 700 North Aspen | Broken Arrow | OK | 74012 | 918/258-5334 K-Mac Enterprises Inc. |
| 11081 So. Oklahoma State Highway 51 | Broken Arrow | OK | 74014 | 918/486-2223 K-Mac Enterprises Inc. |

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| 1100 N 193rd East Ave | Catoosa | OK | 74015 | 918/379-6958 K-Mac Enterprises Inc. |
| 1105 W Gentry Road | Checotah | OK | 74426 | 918/473-0750 K-Mac Enterprises Inc. |
| 1782 S 4th St | Chickasha | OK | 73018 | 405/222-1983 K-Mac Enterprises Inc. |
| 14337 Northeast 23rd St. | Choctaw | OK | 73020 | 405/390-8226 K-Mac Enterprises Inc. |
| 1201 W Will Rogers Blvd | Claremore | OK | 74017 | 918/341-3787 K-Mac Enterprises Inc. |
| 2229 W. Gary Boulevard | Clinton | OK | 73601 | 580/323-2030 FQSR LLC (dba KBP Foods) |
| 1438 E. Main Street | Cushing | OK | 74023 | 918/225-0854 K-Mac Enterprises Inc. |
| 4700 SE 29th St. | Del City | OK | 73115 | 405/677-6393 O&M TB LLC |
| 1125 N. Highway 81 | Duncan | OK | 73533 | 580/252-9110 North Texas Bells LLC |
| 206 Westside Dr | Durant | OK | 74701 | 580/920-0242 K-Mac Enterprises Inc. |
| 1709 E. 2nd St. | Edmond | OK | 73034 | 405/341-8920 O&M TB LLC |
| 2200 West Edmond Road | Edmond | OK | 73003 | 405/359-0289 O&M TB LLC |
| 26 East 33rd Street | Edmond | OK | 73013 | 405/330-4640 O&M TB LLC |
| 1049 West I-35 Frontage Rd. | Edmond | OK | 73034 | 405/341-1326 O&M TB LLC |
| 2317 N. Kelly Ave | Edmond | OK | 73003 | 405/509-5854 O&M TB LLC |
| 2417 S. Country Club Drive | El Reno | OK | 73036 | 405/262-5111 K-Mac Enterprises Inc. |
| 1113 W. 3rd St. | Elk City | OK | 73644 | 580/225-2467 J.P.M. Inc. |
| 402 South Van Buren | Enid | OK | 73701 | 580/234-5849 J.P.M. Inc. |
| 1621 South Main Street | Grove | OK | 74344 | 918/786-6456 K-Mac Enterprises Inc. |
| 1916 S. Division | Guthrie | OK | 73044 | 405/282-2159 K-Mac Enterprises Inc. |
| 108 E. Hwy 54 | Guymon | OK | 73942 | 580/338-3223 ARG Southwest LLC |
| 505 E Main | Henryetta | OK | 74437 | 918/652-3358 K-Mac Enterprises Inc. |
| 2011 East Jackson St | Hugo | OK | 74743 | 580/326-9065 K-Mac Enterprises Inc. |
| 1804 SE Washington Street | Idabel | OK | 74745 | 580/208-2147 K-Mac Enterprises Inc. |
| 555 West Main St | Jenks | OK | 74037 | 918/298-6779 K-Mac Enterprises Inc. |
| 1015 South Main | Kingfisher | OK | 73750 | 405/293-3626 MITRA QSR KNE LLC |
| 2 SW Sheridan Rd | Lawton | OK | 73505 | 580/353-1793 North Texas Bells LLC |
| 2425 NW Cache Rd | Lawton | OK | 73505 | 580/353-0756 North Texas Bells LLC |
| 6704 NW Cache Road | Lawton | OK | 73505 | 580/536-9787 North Texas Bells LLC |
| 901 South 1st Street | Madill | OK | 73446 | 580/677-9454 Kumar Management Corporation |
| 508 S George Nigh Expy | McAlester | OK | 74501 | 918/426-0305 K-Mac Enterprises Inc. |
| 901 N. Main | Miami | OK | 74354 | 918/542-9020 TB Of America Inc. |
| 300 S Air Depot Ave. | Midwest City | OK | 73110 | 405/732-1658 O&M TB LLC |
| 2913 So Douglas Blvd | Midwest City | OK | 73130 | 405/733-9464 O&M TB LLC |
| 150 Brett Dr. | Midwest City | OK | 73110 | 405/455-8560 O&M TB LLC |

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| 1735 S Broadway | Moore | OK | 73160 | 405/794-0205 K-Mac Enterprises Inc. |
| 600 NW 12th St | Moore | OK | 73160 | 405/799-7622 O&M TB LLC |
| 2402 E Shawnee | Muskogee | OK | 74403 | 918/682-7303 K-Mac Enterprises Inc. |
| 3200 West Okmulgee Ave | Muskogee | OK | 74401 | 918/684-2014 K-Mac Enterprises Inc. |
| 980 E. State Highway 152 | Mustang | OK | 73064 | 405/376-8338 K-Mac Enterprises Inc. |
| 909 NW 32nd Street | Newcastle | OK | 73065 | 405/387-2123 FQSR LLC (dba KBP Foods) |
| 2125 W Lindsey St. | Norman | OK | 73069 | 405/360-0706 O&M TB LLC |
| 1024 24th St NW | Norman | OK | 73069 | 405/364-5204 K-Mac Enterprises Inc. |
| 1101 12th Ave NE | Norman | OK | 73071 | 405/579-7340 O&M TB LLC |
| 1201 E. Lindsey | Norman | OK | 73071 | 405/360-1671 O&M TB LLC |
| 3020 S. Classen Blvd. | Norman | OK | 73071 | 405/329-1505 O&M TB LLC |
| 220 NW 23rd St | Oklahoma City | OK | 73103 | 405/524-0018 K-Mac Enterprises Inc. |
| 7101 S May | Oklahoma City | OK | 73159 | 405/680-9030 K-Mac Enterprises Inc. |
| 9000 NE 23rd St | Oklahoma City | OK | 73141 | 405/769-9174 K-Mac Enterprises Inc. |
| 2608 S I-35 Service Rd | Oklahoma City | OK | 73129 | 405/670-2130 K-Mac Enterprises Inc. |
| 2116 SW 59th | Oklahoma City | OK | 73119 | 405/685-5220 K-Mac Enterprises Inc. |
| 8390 NW Expressway St | Oklahoma City | OK | 73162 | 405/720-7576 K-Mac Enterprises Inc. |
| 10830 N Rockwell Ave | Oklahoma City | OK | 73162 | 405/721-8850 O&M TB LLC |
| 936 W Sheridan | Oklahoma City | OK | 73106 | 405/236-0135 K-Mac Enterprises Inc. |
| 12323 N. Pennsylvania Ave. | Oklahoma City | OK | 73120 | 405/752-9111 O&M TB LLC |
| 10417 South Western Ave | Oklahoma City | OK | 73139 | 405/692-0151 K-Mac Enterprises Inc. |
| 4839 NW 39th Street | Oklahoma City | OK | 73122 | 405/787-5043 K-Mac Enterprises Inc. |
| 2850 NW 23rd Street | Oklahoma City | OK | 73107 | 405/945-0654 K-Mac Enterprises Inc. |
| 13920 N. May Ave. | Oklahoma City | OK | 73134 | 405/748-4592 O&M TB LLC |
| 6801 N May Ave. | Oklahoma City | OK | 73116 | 405/842-8516 K-Mac Enterprises Inc. |
| 1009 South Meridian | Oklahoma City | OK | 73128 | 405/917-9161 K-Mac Enterprises Inc. |
| 7024 SW 3rd St | Oklahoma City | OK | 73128 | 405/491-8586 K-Mac Enterprises Inc. |
| 10350 SOUTH I-44 HWY | Oklahoma City | OK | 73159 | 405/378-0661 K-Mac Enterprises Inc. |
| 2006 South Wood Drive | Okmulgee | OK | 74447 | 918/756-2237 K-Mac Enterprises Inc. |
| 8551 N Owasso Expy | Owasso | OK | 74055 | 918/272-8525 K-Mac Enterprises Inc. |
| 13315 E. 116th Street North | Owasso | OK | 74055 | 918/371-3550 K-Mac Enterprises Inc. |
| 1202 E Prospect Ave | Ponca City | OK | 74601 | 580/762-4596 K-Mac Enterprises Inc. |
| 1905 North Broadway Street | Poteau | OK | 74953 | 918/647-4884 K-Mac Enterprises Inc. |
| 601 South Mill | Pryor | OK | 74361 | 918/825-2779 K-Mac Enterprises Inc. |
| 2425 State Hwy 74 | Purcell | OK | 73080 | 405/527-0688 Mohammad Choudhry |

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|------------------------------|--------------|----|-------|---------------------------------------|
| 211 West Rayfine Blvd. | Roland | OK | 74954 | 918/427-4083 K-Mac Enterprises Inc. |
| 1601 E. Cherokee Street | Sallisaw | OK | 74955 | 918/775-9801 K-Mac Enterprises Inc. |
| 305 W. 2nd Street. | Sand Springs | OK | 74063 | 918/241-4207 K-Mac Enterprises Inc. |
| 725 East Taft Avenue | Sapulpa | OK | 74066 | 918/227-2004 K-Mac Enterprises Inc. |
| 2225 N Milt Phillips Ave | Seminole | OK | 74868 | 405/382-8226 K-Mac Enterprises Inc. |
| 4837 N. Kickapoo | Shawnee | OK | 74804 | 405/395-9773 K-Mac Enterprises Inc. |
| 1416 N Harrison St | Shawnee | OK | 74801 | 405/273-9777 K-Mac Enterprises Inc. |
| 620 W. Rogers Blvd | Skiatook | OK | 74070 | 918/396-9325 K-Mac Enterprises Inc. |
| 821 N Perkins | Stillwater | OK | 74075 | 405/372-6270 J.P.M. Inc. |
| 1319 S Muskogee Avenue | Tahlequah | OK | 74464 | 918/456-4148 K-Mac Enterprises Inc. |
| 3118 E 11th Street | Tulsa | OK | 74104 | 918/592-0003 K-Mac Enterprises Inc. |
| 7804 E Admiral Place | Tulsa | OK | 74115 | 918/835-4802 K-Mac Enterprises Inc. |
| 8109 E 74Th Pl. | Tulsa | OK | 74133 | 918/254-6652 K-Mac Enterprises Inc. |
| 4703 E 51st St | Tulsa | OK | 74135 | 918/481-5238 K-Mac Enterprises Inc. |
| 1535 E 71st St | Tulsa | OK | 74136 | 918/495-1825 K-Mac Enterprises Inc. |
| 4710 S Peoria Ave | Tulsa | OK | 74105 | 918/742-0090 K-Mac Enterprises Inc. |
| 1810 S Garnett Rd | Tulsa | OK | 74128 | 918/437-8525 K-Mac Enterprises Inc. |
| 1533 N. Peoria | Tulsa | OK | 74106 | 918/599-0357 K-Mac Enterprises Inc. |
| 11108 East 41st Street | Tulsa | OK | 74146 | 918/828-4632 K-Mac Enterprises Inc. |
| 1722 W. 51st. Street | Tulsa | OK | 74107 | 539/202-4610 K-Mac Enterprises Inc. |
| 1401 W Highway 51 | Wagoner | OK | 74467 | 918/485-7447 K-Mac Enterprises Inc. |
| 5704 NW Expressway | Warr Acres | OK | 73132 | 405/721-0658 K-Mac Enterprises Inc. |
| 1237 East Main Street | Weatherford | OK | 73096 | 405/776-0885 K-Mac Enterprises Inc. |
| 2411 Oklahoma Ave | Woodward | OK | 73801 | 580/256-5181 L.P. Buller L.L.C. |
| 975 S Cornwell Dr | Yukon | OK | 73099 | 405/350-1334 K-Mac Enterprises Inc. |
| 11303 Westmark Drive | Yukon | OK | 73099 | 405/577-2377 K-Mac Enterprises Inc. |
| 1835 Pacific Blvd SW | Albany | OR | 97321 | 541/924-6835 Pacific Bells LLC |
| 200 Airport Rd SE | Albany | OR | 97322 | 541/928-4900 Pacific Bells LLC |
| 19275 SW Tualatin Valley Hwy | Aloha | OR | 97006 | 503/591-8764 Quikserve Northwest Inc. |
| 2290 Ashland Street | Ashland | OR | 97520 | 541/201-1991 J.A. Sutherland Inc. |
| 3420 SW Cedar Hills Blvd | Beaverton | OR | 97005 | 503/626-6837 Pacific Bells LLC |
| 1170 NW 185th Ave | Beaverton | OR | 97006 | 503/629-9516 Quikserve Northwest Inc. |
| 14300 SW Allen Blvd | Beaverton | OR | 97005 | 503/526-0935 Pacific Bells LLC |
| 8715 SW Hall Blvd. | Beaverton | OR | 97008 | 503/671-0639 Quikserve Northwest Inc. |
| 1104 NE 3rd St | Bend | OR | 97701 | 541/389-5179 ES-O-EN Corp. |

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|--------------------------|---------------|----|-------|---|
| 533 NE Bellevue Dr | Bend | OR | 97701 | 541/318-8474 ES-O-EN Oregon LLC |
| 350 5th Street | Brookings | OR | 97415 | 541/412-0561 J.A. Sutherland Inc. |
| 845 S W 1st Avenue | Canby | OR | 97013 | 503/263-6665 Pacific Bells LLC |
| 16040 SE 82nd Dr | Clackamas | OR | 97015 | 503/655-3560 Pacific Bells LLC |
| 1015 1st St | Coos Bay | OR | 97420 | 541/236-0050 Weber Coastal Bells Limited Pa |
| 2235 NW 9th Street | Corvallis | OR | 97330 | 541/754-6100 ES-O-EN Oregon LLC |
| 2710 Row River Rd | Cottage Grove | OR | 97424 | 541/767-0192 Weber Coastal Bells Limited Pa |
| 200 W. Ellendale Ave. | Dallas | OR | 97338 | 503/623-3600 Weber Coastal Bells Limited Pa |
| 669 West 7th Ave | Eugene | OR | 97402 | 541/344-6699 Weber Coastal Bells Limited Pa |
| 2890 West 11th Ave | Eugene | OR | 97402 | 541/342-8626 Weber Coastal Bells Limited Pa |
| 215 Division Avenue | Eugene | OR | 97404 | 541/461-3160 Weber Coastal Bells Limited Pa |
| 2805 Chad Dr | Eugene | OR | 97408 | 541/341-4966 Weber Coastal Bells Limited Pa |
| 4295 Barger Dr | Eugene | OR | 97402 | 541/607-9310 Weber Coastal Bells Limited Pa |
| 2460 Highway 101 | Florence | OR | 97439 | 541/902-9001 Weber Coastal Bells Limited Pa |
| 4455 Pacific Avenue | Forest Grove | OR | 97116 | 503/357-4848 Pacific Bells LLC |
| 19795 McLoughlin Blvd | Gladstone | OR | 97027 | 503/722-3459 Quikserve Northwest Inc. |
| 301 NE Terry Ln | Grants Pass | OR | 97526 | 541/479-8521 Columbia Bells LLC |
| 1881 NE 6th Street | Grants Pass | OR | 97526 | 541/479-9837 J.A. Sutherland Inc. |
| 1670 ALLEN CREEK RD | Grants Pass | OR | 97527 | 541/479-4958 Columbia Bells LLC |
| 205 NE Burnside Rd | Gresham | OR | 97030 | 503/666-7232 Quikserve Northwest Inc. |
| 4265 SE 182nd Ave | Gresham | OR | 97030 | 503/912-2679 Weber Coastal Bells Limited Pa |
| 16050 SE Sunnyside Rd | Happy Valley | OR | 97015 | 503/558-9118 Pacific Bells LLC |
| 1677 N 1st Street | Hermiston | OR | 97838 | 541/564-4589 Pacific Bells LLC |
| 977 SW Oak St | Hillsboro | OR | 97123 | 503/648-8223 Pacific Bells LLC |
| 7235 NE Imbrie Drive | Hillsboro | OR | 97124 | 503/640-5943 Weber Coastal Bells Limited Pa |
| 6255 SE Tuallatin Valley | Hillsboro | OR | 97123 | 503/848-9129 Quikserve Northwest Inc. |
| 2649 Cascade Avenue | Hood River | OR | 97031 | 541/386-6111 Pacific Bells LLC |
| 11625 Island Ave | Island City | OR | 97850 | 541/963-9422 Pacific Bells LLC |
| 94588 HWY 99E | Junction City | OR | 97448 | 458/217-0480 Pacific Bells LLC |
| 4690 River Road N | Keizer | OR | 97303 | 503/390-0071 ES-O-EN Oregon LLC |
| 2635 Jorie Lane NE | Keizer | OR | 97303 | 503/390-5344 ES-O-EN Oregon LLC |
| 5327 South 6th St | Klamath Falls | OR | 97603 | 541/273-0103 DeClerck Enterprises A Partne |
| 3118 Washburn Way | Klamath Falls | OR | 97603 | 541/273-8730 DeClerck Enterprises A Partne |
| 16490 1st St | La Pine | OR | 97739 | 541/536-6008 LA Pine Taco Inc. |
| 12 E Airport Road | Lebanon | OR | 97355 | 541/259-5910 Pacific Bells LLC |

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| 3910 NE HIGHWAY 101 | Lincoln City | OR | 97367 | 541/557-1635 Pacific Bells LLC |
| 44 SW 5th St | Madras | OR | 97741 | 541/475-4652 Madras Taco Inc. |
| 915 NE Highway 99W | McMinnville | OR | 97128 | 503/472-2800 ES-O-EN Oregon LLC |
| 448 E Jackson St. | Medford | OR | 97501 | 541/779-1988 Columbia Bells LLC |
| 1311 Center Drive | Medford | OR | 97501 | 541/772-8720 Columbia Bells LLC |
| 2490 Crater Lake Highway | Medford | OR | 97504 | 541/858-9111 Columbia Bells LLC |
| 2323 W. Main Street | Medford | OR | 97501 | 541/608-7382 Columbia Bells LLC |
| 11000 SE Oak St | Milwaukie | OR | 97222 | 503/659-2960 Quikserve Northwest Inc. |
| 16300 SE McLoughlin Blvd. | Milwaukie | OR | 97267 | 503/654-8877 Quikserve Northwest Inc. |
| Highway 213 and Highway 211 | Molalla | OR | 97038 | 503/829-4493 Pacific Bells LLC |
| 3420 Portland Road | Newberg | OR | 97132 | 503/538-7319 Weber Coastal Bells Limited Pa |
| 2415 N. Coast Highway | Newport | OR | 97365 | 541/265-5127 Pacific Bells LLC |
| 1501 Virginia Avenue | North Bend | OR | 97459 | 541/236-0090 Weber Coastal Bells Limited Pa |
| 382 E Idaho Ave | Ontario | OR | 97914 | 541/889-7101 ES-O-EN Oregon LLC |
| 19005 S Beavercreek Rd | Oregon City | OR | 97045 | 503/655-9064 Quikserve Northwest Inc. |
| 2001 SW Court Place | Pendleton | OR | 97801 | 541/278-2121 Pacific Bells LLC |
| 18510 SE Stark St. | Portland | OR | 97233 | 503/665-1555 Quikserve Northwest Inc. |
| 4909 N Lombard St. | Portland | OR | 97203 | 503/963-7965 Quikserve Northwest Inc. |
| 12605 SE Division St. | Portland | OR | 97236 | 503/760-8451 Quikserve Northwest Inc. |
| 9350 SE Stark Street | Portland | OR | 97216 | 503/255-7116 Quikserve Northwest Inc. |
| 7415 NE Martin Luther King Blvd | Portland | OR | 97211 | 503/283-2137 Weber Coastal Bells Limited Pa |
| 725 NE Weidler St. | Portland | OR | 97232 | 971/229-4183 Quikserve Northwest Inc. |
| 3908 SE 82nd Ave | Portland | OR | 97266 | 503/774-7523 Quikserve Northwest Inc. |
| 8181 Johnson Creek Blvd SE | Portland | OR | 97206 | 503/775-9661 Quikserve Northwest Inc. |
| 4933 SE Powell Blvd | Portland | OR | 97206 | 503/777-9662 Quikserve Northwest Inc. |
| 12237 N Jantzen Dr | Portland | OR | 97217 | 503/285-9893 Weber Coastal Bells Limited Pa |
| 13480 NW Science Park Drive | Portland | OR | 97229 | 503/350-0302 Quikserve Northwest Inc. |
| 12017 NE Glisan St | Portland | OR | 97220 | 503/408-1486 Weber Coastal Bells Limited Pa |
| 2079 W Burnside Street | Portland | OR | 97209 | 503/224-0805 Pacific Bells LLC |
| 4616 N Interstate Ave | Portland | OR | 97217 | 503/493-8518 Pacific Bells LLC |
| 1946 NE 122nd Ave | Portland | OR | 97230 | 503/251-7474 Quikserve Northwest Inc. |
| 2247 NE 82nd Ave | Portland | OR | 97220 | 503/257-1018 Pacific Bells LLC |
| 4852 NW Bethany Blvd | Portland | OR | 97229 | 971/317-0142 Weber Coastal Bells Limited Pa |
| 7710 SW Barbur Blvd | Portland | OR | 97219 | 503/977-6271 Pacific Bells LLC |
| 11699 SE 82nd Avenue | Portland | OR | 97086 | 503/654-7123 Pacific Bells LLC |

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|----------------------------|---------------|----|-------|---|
| 8163 NE Air Cargo Rd | Portland | OR | 97218 | 503/282-5636 Pacific Bells LLC |
| 2042 NE 3rd St | Prineville | OR | 97754 | 541/447-1230 Prineville Taco Inc. |
| 6560 SW Beaverton | Raleigh Hills | OR | 97225 | 503/297-5840 Pacific Bells LLC |
| 1214 S Highway 97 | Redmond | OR | 97756 | 541/548-5580 Redmond Taco Inc. |
| 180 NE Garden Valley Blvd | Roseburg | OR | 97470 | 541/672-3133 Columbia Bells LLC |
| 200 Grant Smith Road | Roseburg | OR | 97471 | 541/236-7103 Columbia Bells LLC |
| 58761 S Columbia River Hwy | Saint Helens | OR | 97051 | 503/366-0483 Pacific Bells LLC |
| 3455 Commercial St SE | Salem | OR | 97302 | 503/585-6017 ES-O-EN Oregon LLC |
| 2093 Lancaster Dr NE | Salem | OR | 97305 | 503/585-6000 ES-O-EN Oregon LLC |
| 450 Wallace Rd NW | Salem | OR | 97304 | 503/362-7440 ES-O-EN Oregon LLC |
| 565 Lancaster Dr SE | Salem | OR | 97301 | 503/363-2066 ES-O-EN Corp. |
| 5795 Commercial St SE | Salem | OR | 97306 | 503/540-3115 ES-O-EN Corp. |
| 37317 Highway 26 | Sandy | OR | 97055 | 503/668-6514 DeClerck Enterprises A Partne |
| 601 South Roosevelt | Seaside | OR | 97138 | 503/738-8321 Graja Inc. |
| 16240 S.W. Langer Drive | Sherwood | OR | 97140 | 503/625-9944 Weber Coastal Bells Limited Pa |
| 605 West C Street | Silverton | OR | 97381 | 503/873-8939 The Chick Inc. |
| 1505 Mohawk Blvd | Springfield | OR | 97477 | 541/746-7301 Pacific Bells LLC |
| 4198 Main St | Springfield | OR | 97478 | 541/726-0444 Pacific Bells LLC |
| 3220 Gateway St | Springfield | OR | 97477 | 541/726-9865 Weber Coastal Bells Limited Pa |
| 112 Clover Leap Loop | Sutherlin | OR | 97479 | 541/459-8274 Columbia Bells LLC |
| 1501 W 6th St | The Dalles | OR | 97058 | 541/298-1977 Pacific Bells LLC |
| 17873 SW McEwan Road | Tigard | OR | 97224 | 503/684-5957 Pacific Bells LLC |
| 11635 SW Pacific Hwy | Tigard | OR | 97223 | 503/624-2378 Quikserve Northwest Inc. |
| 13305 SW Pacific Highway | Tigard | OR | 97223 | 503/639-2922 Weber Coastal Bells Limited Pa |
| 560 NW Phoenix Dr | Troutdale | OR | 97060 | 503/667-6646 Weber Coastal Bells Limited Pa |
| 25123 SE Stark St. | Troutdale | OR | 97060 | 503/491-8346 Weber Coastal Bells Limited Pa |
| 19305 S.w. Martinazzi Ave. | Tualatin | OR | 97062 | 503/692-5316 Pacific Bells LLC |
| 1530 SE Discovery Lane | Warrenton | OR | 97146 | 503/861-0717 Weber Coastal Bells Limited Pa |
| 7511 Crater Lake Hwy | White City | OR | 97503 | 541/826-4817 DeClerck Enterprises A Partne |
| 8251 SW Wilsonville Rd | Wilsonville | OR | 97070 | 503/682-2896 Weber Coastal Bells Limited Pa |
| 985 Lawson Way | Woodburn | OR | 97071 | 503/982-4150 DeClerck Enterprises A Partne |
| 3380 Lehigh Street | Allentown | PA | 18103 | 610/966-5144 Oak Restaurants LLC |
| 1102-1122 Airport Rd | Allentown | PA | 18109 | 610/841-1330 Oak Restaurants LLC |
| 5374 Hamilton Blvd | Allentown | PA | 18106 | 610/442-9662 Oak Restaurants LLC |
| 516 W Plank Rd | Altoona | PA | 16602 | 814/949-2750 Charter Central LLC |

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|--------------------------------|-----------------|----|-------|--------------------------------------|
| 1304 1st Street | Altoona | PA | 16601 | 814/946-1475 Charter Central LLC |
| 5012 Pennell Road | Aston | PA | 19014 | 484/640-6168 Oak Restaurants LLC |
| 1165 South Trooper Road | Audubon | PA | 19403 | 484/831-5521 Oak Restaurants LLC |
| 764 Gap Newport Pike | Avondale | PA | 19311 | 610/268-2458 Oak Restaurants LLC |
| 1600 West State Street | Baden | PA | 15005 | 724/869-0934 Charter Central LLC |
| 5 W. City Avenue | Bala Cynwyd | PA | 19004 | 610/660-6147 Oak Restaurants LLC |
| 2666 Constitution Boulevard | Beaver Falls | PA | 15010 | 724/843-9797 Charter Central LLC |
| 4468 U.S. 220 Business | Bedford | PA | 15522 | 814/623-2210 Charter Central LLC |
| 220 Tri County Lane | Belle Vernon | PA | 15012 | 724/929-3320 Charter Foods North LLC |
| 2585 Easton Avenue-ROF#024421 | Bethlehem | PA | 18017 | 610/317-9644 Oak Restaurants LLC |
| 40 CORPORATE CAMPUS DR | Blairsville | PA | 15717 | 724/459-5003 New NBNC Trust |
| 2445 Columbia Blvd | Bloomsburg | PA | 17815 | 570/784-5381 MUY Brands LLC |
| 1001 East Main Street | Bradford | PA | 16701 | 814/596-0044 Charter Foods North LLC |
| 248 Route 100 | Breinigsville | PA | 18031 | 610/530-8888 Oak Restaurants LLC |
| 1298 Veterans Hwy | Bristol | PA | 19007 | 215/458-7673 Oak Restaurants LLC |
| 1693 Rt 209 | Brodheadsville | PA | 18322 | 570/992-6090 Bower and Son Inc. |
| 3515 Edgemont Ave. | Brookhaven | PA | 19015 | 610/876-0288 MITRA QSR KNE LLC |
| 102 Moraine Pointe Plaza | Butler | PA | 16001 | 724/285-9206 Charter Central LLC |
| 109 Cavasina Drive | Canonsburg | PA | 15317 | 724/745-7777 Charter Central LLC |
| 155 Brooklyn Street | Carbondale | PA | 18407 | 570/213-3892 Ashish Patel |
| 401 East High Street | Carlisle | PA | 17013 | 717/258-9040 Oak Restaurants LLC |
| 901 Lincoln Wy E | Chambersburg | PA | 17201 | 717/267-3359 New Fiestas Trust |
| 83 Perkins Rd | Clarion | PA | 16214 | 814/227-2212 Charter Foods North LLC |
| 100 Sumner Ave | Clarks Summit | PA | 18411 | 570/586-5788 MUY Brands LLC |
| 5311 W. Baltimore Avenue | Clifton Heights | PA | 19018 | 610/259-6318 MITRA QSR KNE LLC |
| 320 W. Columbus Ave | Corry | PA | 16407 | 814/663-6020 Charter Foods North LLC |
| 7047 US 322 | Cranberry | PA | 16319 | 814/678-8601 Charter Foods North LLC |
| 2186 Memorial Highway | Dallas | PA | 18612 | 570/310-0359 Dallas Bell LLC |
| 179 Northumberland St | Danville | PA | 17821 | 570/284-4282 Danville Bell LLC |
| 6549 State Route 22 | Delmont | PA | 15626 | 724/468-4521 Charter Foods North LLC |
| 823 Commerce Blvd | Dickson City | PA | 18519 | 570/341-7505 MUY Brands LLC |
| 1136 Benjamin Franklin Highway | Douglassville | PA | 19518 | 610/575-0050 Oak Restaurants LLC |
| 5574 Shaffer Rd. | Du Bois | PA | 15801 | 814/375-5580 Charter Central LLC |
| 301 Hoffman Blvd | Duquesne | PA | 15110 | 412/392-7353 Charter Central LLC |
| 310 Travelers Road | East Freedom | PA | 16637 | 814/695-2198 Charter Central LLC |

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| 5124 Milford Rd | East Stroudsburg | PA | 18302 | 570/223-5089 Ashish Patel |
| 2420 Northampton St | Easton | PA | 18042 | 610/258-7007 Oak Restaurants LLC |
| 4482 Admiral Pearry Hwy | Ebensburg | PA | 15931 | 814/419-4992 Aarsand II L.L.C. a Maryland |
| 208 Plum Street | Edinboro | PA | 16412 | 814/734-8816 Charter Foods North LLC |
| 1551 South Market Street | Elizabethtown | PA | 17022 | 717/361-8677 Oak Restaurants LLC |
| 905 Heritage Drive | Elverson | PA | 19520 | 610/901-3874 Oak Restaurants LLC |
| 4300 Market Place Way | Enola | PA | 17025 | 717/963-8997 Oak Restaurants LLC |
| 880 East Main Street | Ephrata | PA | 17522 | 717/733-8888 Oak Restaurants LLC |
| 4305 Peach Street | Erie | PA | 16509 | 814/866-3460 Charter Foods North LLC |
| 2909 W 12th Street | Erie | PA | 16505 | 814/833-3780 Charter Foods North LLC |
| 6935 Peach Street | Erie | PA | 16509 | 814/866-9335 Charter Foods North LLC |
| 4225 Buffalo Road | Erie | PA | 16510 | 814/899-7910 Charter Foods North LLC |
| 118 E 12th St | Erie | PA | 16501 | 814/455-5800 Charter Foods North LLC |
| 8056 Perry Highway | Erie | PA | 16509 | 814/868-3725 Charter Foods North LLC |
| 49 Robin Hood Drive | Etters | PA | 17319 | 717/932-3116 MAA DURGA Enterprise LLC |
| 104 N. Pottstown Pike | Exton | PA | 19341 | 610/594-3890 MITRA QSR KNE LLC |
| 500 Commerce Blvd | Fairless Hills | PA | 19030 | 215/946-8966 Oak Restaurants LLC |
| 265 East Street Road | Feasterville | PA | 19053 | 215/595-3523 Oak Restaurants LLC |
| 2300 Ardmore Blvd | Forest Hills | PA | 15221 | 412/271-9062 New NBNC Trust |
| 1350 York Road | Gettysburg | PA | 17325 | 717/549-2956 Oak Restaurants LLC |
| 100 North Town Square | Gibsonia | PA | 15044 | 724/443-4088 Charter Central LLC |
| 1101 E. Philadelphia Avenue | Gilbertsville | PA | 19525 | 610/369-2733 Oak Restaurants LLC |
| 1017 E Main Street | Girard | PA | 16417 | 814/402-3191 Charter Foods North LLC |
| 121 N. Mcdade Blvd. | Glenolden | PA | 19036 | 610/237-1005 Oak Restaurants LLC |
| 10820 JOHN WAYNE DR | Greencastle | PA | 17225 | 717/593-0529 BurgerBusters VIII L.L.C. |
| 6217 Route 30 | Greensburg | PA | 15601 | 724/838-9226 New NBNC Trust |
| 25 Williamson Rd | Greenville | PA | 16125 | 724/588-2221 Charter Foods North LLC |
| 1560 W. Main Street | Grove City | PA | 16127 | 724/748-6555 Charter Foods North LLC |
| 65 Industrial Drive | Hamburg | PA | 19526 | 610/562-5230 Multiconcept Group Inc. |
| 1090 Carlisle St | Hanover | PA | 17331 | 717/633-7212 Double A Taco LLC |
| 4640 Jonestown Road | Harrisburg | PA | 17109 | 717/541-5046 Oak Restaurants LLC |
| 565 Susquehanna Blvd | Hazleton | PA | 18202 | 570/455-4711 MUY Brands LLC |
| 1990 East State St | Hermitage | PA | 16148 | 724/981-2822 Charter Central LLC |
| 430 S Hermitage Rd | Hermitage | PA | 16148 | 724/981-4020 Charter Central LLC |
| 1199 Texas Palmyra Hwy | Honesdale | PA | 18431 | 570/253-2620 Ashish Patel |

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|--------------------------------|-----------------|----|-------|--------------------------------------|
| 570 Walton Avenue | Hummelstown | PA | 17036 | 717/566-9460 Double A Taco LLC |
| 9578 William Penn Hwy | Huntingdon | PA | 16652 | 814/643-3919 Charter Central LLC |
| 1105 Oakland Avenue | Indiana | PA | 15701 | 724/349-8226 Double A Taco LLC |
| 8775 Norwin Ave. | Irwin | PA | 15642 | 724/864-9509 New NBNC Trust |
| 430 Galleria Drive | Johnstown | PA | 15904 | 814/266-3796 Charter Central LLC |
| 1125 Scalp Avenue | Johnstown | PA | 15904 | 814/254-4088 Charter Central LLC |
| 743 W Cypress St | Kennett Square | PA | 19348 | 610/444-1532 Oak Restaurants LLC |
| 110 South Wyoming Avenue | Kingston | PA | 18704 | 570/288-4011 MUY Brands LLC |
| 24 Franklin Village Mall | Kittanning | PA | 16201 | 724/954-3091 Charter Central LLC |
| 1340 Columbia Ave | Lancaster | PA | 17603 | 717/295-4750 Double A Taco LLC |
| 2040 Lincoln Hwy East | Lancaster | PA | 17602 | 717/481-4936 Double A Taco LLC |
| 1700 N. Broad St. | Lansdale | PA | 19446 | 215/855-4210 Oak Restaurants LLC |
| 1022 Mountain Laurel Plaza | Latrobe | PA | 15650 | 724/537-8390 New NBNC Trust |
| 2100 W. Cumberland Street | Lebanon | PA | 17042 | 717/272-2085 Double A Taco LLC |
| 1209 Blakeslee Blvd Drive East | Lehighton | PA | 18235 | 570/386-8667 Multiconcept Group Inc. |
| 655 N 12th Street | Lemoyne | PA | 17043 | 717/695-2747 Oak Restaurants LLC |
| 185 Levittown Parkway. | Levittown | PA | 19055 | 215/269-6914 Oak Restaurants LLC |
| 33 North Derr Drive | Lewisburg | PA | 17837 | 570/524-2465 T & D Foods Inc. |
| 10405 US Highway 522 S | Lewistown | PA | 17044 | 717/247-7178 Charter Central LLC |
| 6190 Steubenville Pike | McKees Rocks | PA | 15136 | 412/787-1466 Charter Central LLC |
| 2802 Jacks Run Rd | McKeesport | PA | 15131 | 412/678-6820 New NBNC Trust |
| 3887 Washington Road | McMurray | PA | 15317 | 724/941-8036 Charter Foods North LLC |
| 1228 Park Ave | Meadville | PA | 16335 | 814/724-6261 Charter Foods North LLC |
| 6520 Carlisle Pike | Mechanicsburg | PA | 17055 | 717/795-9395 Oak Restaurants LLC |
| 9 Campbell Blvd | Mercer | PA | 16137 | 724/748-6448 Charter Foods North LLC |
| 825 Eisenhower Blvd | Middletown | PA | 17057 | 717/985-1257 Double A Taco LLC |
| 101 Davita Dr. | Milford | PA | 18337 | 570/491-9900 Ashish Patel |
| 3948 Brodhead Rd | Monaca | PA | 15061 | 724/728-8226 Charter Central LLC |
| 4032 William Penn Hwy | Monroeville | PA | 15146 | 412/374-8226 New NBNC Trust |
| 110 Crossroads Plaza | Mount Pleasant | PA | 15666 | 724/547-2707 Double A Taco LLC |
| 155 Muncy Creek Boulevard | Muncy | PA | 17756 | 570/935-0780 Muncy Bell LLC |
| 4009 Freeport Road | Natrona Heights | PA | 15065 | 724/224-2798 Charter Foods North LLC |
| 2613 Ellwood Road | New Castle | PA | 16101 | 724/656-1330 Charter Central LLC |
| 2407 Wilmington Road | New Castle | PA | 16105 | 724/498-4680 Charter Central LLC |
| 2435 Freeport Rd | New Kensington | PA | 15068 | 724/337-7767 Charter Central LLC |

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| 2722 De Kalb Pike | Norristown | PA | 19401 | 610/270-9290 Oak Restaurants LLC |
| 931 N Wales Rd | North Wales | PA | 19454 | 215/412-7621 Oak Restaurants LLC |
| 499 Franklin Mills Circle | Philadelphia | PA | 19154 | 215/281-0573 Spruce Restaurants LLC |
| 9990 Roosevelt Blvd | Philadelphia | PA | 19114 | 215/677-3974 Spruce Restaurants LLC |
| 3032 North Broad St. | Philadelphia | PA | 19132 | 215/225-5553 MITRA QSR KNE LLC |
| 4001 N 5th St | Philadelphia | PA | 19140 | 215/223-1608 MITRA QSR KNE LLC |
| 5840 Old York Rd | Philadelphia | PA | 19141 | 215/424-2134 MITRA QSR KNE LLC |
| 2422 W Passyunk Avenue | Philadelphia | PA | 19145 | 215/465-8194 MITRA QSR KNE LLC |
| 3619 Aramingo Avenue | Philadelphia | PA | 19134 | 215/992-5440 Spruce Restaurants LLC |
| 1037 Chestnut St | Philadelphia | PA | 19107 | 215/925-1037 GBM 1037 LLC |
| 7855 Oxford Ave | Philadelphia | PA | 19111 | 215/725-3747 SHREE YOGADHEEP LLC |
| 4430 North Broad St | Philadelphia | PA | 19144 | 267/323-2715 Shree Bhaalchandra LLC |
| 7500 Bustleton Avenue | Philadelphia | PA | 19152 | 215/904-7430 Spruce Restaurants LLC |
| 2809 S. Front St | Philadelphia | PA | 19148 | 267/857-0570 VB Preferred QSR LLC |
| 1129 Philipsburg Bigler Highway | Philipsburg | PA | 16866 | 814/376-0803 Charter Central LLC |
| 660 Nutt Road | Phoenixville | PA | 19460 | 610/935-2678 Oak Restaurants LLC |
| 1603 S Braddock Ave | Pittsburgh | PA | 15218 | 412/244-8226 Charter Central LLC |
| 4801 McKnight Road | Pittsburgh | PA | 15237 | 412/364-8226 Charter Foods North LLC |
| 1690 Cochran Rd | Pittsburgh | PA | 15220 | 412/563-8226 Charter Foods North LLC |
| 2343 Noblestown Rd. | Pittsburgh | PA | 15205 | 412/928-8952 Charter Foods North LLC |
| 825 Freeport Rd. | Pittsburgh | PA | 15238 | 412/782-0888 Charter Central LLC |
| 85 Blazier Drive | Pittsburgh | PA | 15237 | 412/364-8374 Charter Central LLC |
| 705 Allegheny Avenue | Pittsburgh | PA | 15233 | 412/322-0650 New NBNC Trust |
| Shaler Plaza 880 Butler St | Pittsburgh | PA | 15223 | 412/408-2645 Charter Foods North LLC |
| 2603 Freeport Road | Pittsburgh | PA | 15238 | 412/517-8998 Charter Foods North LLC |
| 121 Costco Drive | Pittsburgh | PA | 15205 | 412/851-3261 Charter Central LLC |
| 212 Rodi Road | Pittsburgh | PA | 15232 | 412/545-5475 Aarsand II L.L.C. a Maryland |
| 320 Highway 315 | Pittston | PA | 18640 | 570/654-1674 MUY Brands LLC |
| 21874 Route 119 | Punxsutawney | PA | 15767 | 814/618-5037 Charter Central LLC |
| 1070 S West End Blvd | Quakertown | PA | 18951 | 215/529-9086 Oak Restaurants LLC |
| 5800 Perkiomen Avenue | Reading | PA | 19606 | 610/582-9211 Oak Restaurants LLC |
| 402 Madison Ave. | Reading | PA | 19605 | 610/939-8390 Oak Restaurants LLC |
| 909 2nd Street Pike | Richboro | PA | 18954 | 215/364-2153 Oak Restaurants LLC |
| 400 TERRY RICH BLVD | Saint Clair | PA | 17970 | 570/429-7188 Multiconcept Group Inc. |
| 911 South Saint Mary's Street | Saint Marys | PA | 15857 | 814/781-1272 Charter Central LLC |

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|---------------------------------|---------------|----|-------|--|
| 462 N. Keystone Avenue | Sayre | PA | 18840 | 570/888-2142 JG&G Inc. |
| 2 Olive St | Scranton | PA | 18508 | 570/340-0507 MUY Brands LLC |
| 1101 N Susquehanna Trl | Selinsgrove | PA | 17870 | 570/374-5924 MUY Brands LLC |
| 25 Ohio River Blvd | Sewickley | PA | 15143 | 412/324-6708 Aarsand II L.L.C. a Maryland |
| 3 Airport Road | Shippensburg | PA | 17257 | 717/477-9078 Kazi Foods of New Jersey Inc. |
| 450 Shrewsbury Commons | Shrewsbury | PA | 17361 | 717/227-1307 Aarsand & Co. LLC |
| 219 Grove City Road | Slippery Rock | PA | 16057 | 724/790-6140 Charter Foods North LLC |
| 835 West Sproul Rd | Springfield | PA | 19064 | 610/543-6005 MITRA QSR KNE LLC |
| 100 Rolling Ridge Drive | State College | PA | 16801 | 814/238-3335 Charter Central LLC |
| 397 Benner Pike | State College | PA | 16801 | 814/325-7094 Charter Central LLC |
| 1909 North Atherton Street | State College | PA | 16803 | 814/308-0181 Charter Central LLC |
| 121 Plaza 611 Lane | Stroudsburg | PA | 18360 | 570/664-8225 Oak Restaurants LLC |
| 394 McClellandtown Rd. | Uniontown | PA | 15401 | 724/438-6488 New NBNC Trust |
| 7500 WestChester Pike | Upper Darby | PA | 19082 | 610/446-0371 Oak Restaurants LLC |
| 506 Old Main Street | Walnutport | PA | 18088 | 610/760-3049 Oak Restaurants LLC |
| 430 York Rd. | Warminster | PA | 18974 | 215/672-1415 Oak Restaurants LLC |
| 2735 Market Street | Warren | PA | 16365 | 814/726-7310 Charter Foods North LLC |
| 1340 West Chestnut Street | Washington | PA | 15301 | 724/229-7944 Charter Foods North LLC |
| 460 Washington Road | Washington | PA | 15301 | 724/222-2042 Charter Central LLC |
| 125 Greene Plaza | Waynesburg | PA | 15370 | 724/627-6000 Charter Foods North LLC |
| 2050 Lebanon Church Rd | West Mifflin | PA | 15122 | 412/653-4115 Charter Foods North LLC |
| 807 West View Drive | West View | PA | 15229 | 412/931-0618 Charter Foods North LLC |
| 10955 Perry Highway | Wexford | PA | 15090 | 317/749-0764 Charter Central LLC |
| 2113 Mac Arthur Road | Whitehall | PA | 18052 | 610/437-0465 Oak Restaurants LLC |
| 426 Kidder Street | Wilkes Barre | PA | 18702 | 570/829-3390 MUY Brands LLC |
| 1037 Wilkes-Barre Township Blvd | Wilkes Barre | PA | 18702 | 570/826-8911 MUY Brands LLC |
| 1837 East Third Street | Williamsport | PA | 17701 | 570/322-2273 MUY Brands LLC |
| 2600 N. Willow St Pike | Willow Street | PA | 17584 | 717/464-4740 Oak Restaurants LLC |
| 1252 Macdade Blvd. | Woodlyn | PA | 19094 | 484/768-6106 Shree Niketanaaya LLC |
| 1199 Berkshire Blvd #A | Wyomissing | PA | 19610 | 484/709-2364 Oak Restaurants LLC |
| 2189 White St | York | PA | 17404 | 717/854-0680 Oak Restaurants LLC |
| 1800 Susquehanna Trail | York | PA | 17404 | 717/846-1741 Oak Restaurants LLC |
| 2411 E Market St | York | PA | 17402 | 717/825-1381 Oak Restaurants LLC |
| 2054 S Queen St | York | PA | 17403 | 717/843-9423 Oak Restaurants LLC |
| 784 Tiogue Ave | Coventry | RI | 02816 | 401/821-9980 L/M TacoRI Inc. |

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|-------------------------------|------------------|----|-------|---|
| 1076 Reservoir Ave | Cranston | RI | 02910 | 401/944-9353 L/M TacoRI Inc. |
| 1102 Cranston St | Cranston | RI | 02920 | 401/942-0157 L/M TacoRI Inc. |
| 421 Putnam Pike | Greenville | RI | 02828 | 401/231-6710 Rianna Ken |
| 1379 Atwood Ave | Johnston | RI | 02919 | 401/944-2607 Johnston Taco LLC |
| 641 W Main Rd - Rt. 114 | Middletown | RI | 02842 | 401/848-7770 Middletown Taco Inc. |
| 1479 Mineral Springs Ave. | North Providence | RI | 02904 | 401/353-9066 L/M TacoRI Inc. |
| 2 Dowling Village Blvd. | North Smithfield | RI | 02896 | 401/762-1472 L/M TacoRI Inc. |
| 675 Beverage Hill Ave Ste 100 | Pawtucket | RI | 02861 | 401/288-1976 L/M TacoRI Inc. |
| 150 Douglas Ave | Providence | RI | 02908 | 401/490-0606 L/M TacoRI Inc. |
| 1304 Broad Street | Providence | RI | 02905 | 401/868-1910 L/M TacoRI Inc. |
| 139 Old Tower Hill Road | Wakefield | RI | 02879 | 401/788-9143 D.E. Foods Inc. |
| 877 Bald Hill Rd | Warwick | RI | 02886 | 401/828-9209 L/M TacoRI Inc. |
| 2574 West Shore Road | Warwick | RI | 02889 | 401/921-6811 L/M TacoRI Inc. |
| 1500 Diamond Hill Rd | Woonsocket | RI | 02895 | 401/766-1082 L/M TacoRI Inc. |
| 105 West Greenwood St | Abbeville | SC | 29620 | 864/459-9821 Whiteford's Inc. |
| 1565 Richland Ave | Aiken | SC | 29801 | 803/648-5616 Southeast QSR LLC |
| 2205 Whiskey Road | Aiken | SC | 29803 | 803/679-1996 Southeast QSR LLC |
| 3152 North Main | Anderson | SC | 29621 | 864/225-4348 Mid-South Bells LLC |
| 655 Hwy 28 Bypass | Anderson | SC | 29624 | 864/716-0633 Mid-South Bells LLC |
| 209 Robert Smalls Pkwy | Beaufort | SC | 29902 | 843/524-8226 Carolina Taco Inc. |
| 226 Sea Island Pkwy | Beaufort | SC | 29907 | 843/524-0663 Carolina Taco Inc. |
| 326 S. Main Street | Belton | SC | 29627 | 864/338-5120 Whiteford's Inc. |
| 200 ByPass | Bennettsville | SC | 29512 | 843/479-0379 Bell Carolina LLC |
| 11 Gateway Village Road | Bluffton | SC | 29910 | 843/706-2633 Bravo Foods LLC |
| 739 Knox Abbott | Cayce | SC | 29033 | 803/739-0044 Bell Carolina LLC |
| 650 Columbia Avenue | Chapin | SC | 29036 | 803/945-7020 Billy Baker |
| 220 Spring Street | Charleston | SC | 29403 | 843/722-0659 J.E.M. Restaurant Group Inc. |
| 858 Folly Rd | Charleston | SC | 29412 | 843/762-0884 J.E.M. Restaurant Group Inc. |
| 2040 Savannah Hwy | Charleston | SC | 29407 | 843/571-6121 J.E.M. Restaurant Group Inc. |
| 1024 St Andrews Blvd | Charleston | SC | 29407 | 843/769-2985 J.E.M. Restaurant Group Inc. |
| 1044 Chesterfield Hwy | Cheraw | SC | 29520 | 843/253-5597 Luihn VantEdge Partners LLC |
| 1715 Ja Cochran Bypass | Chester | SC | 29706 | 803/581-4050 EM Squared LLC |
| 1057 Tiger Blvd | Clemson | SC | 29631 | 864/654-7746 Mid-South Bells LLC |
| 105 W. Carolina Avenue | Clinton | SC | 29325 | 864/833-0524 Rasor Jake |
| 958 Bethel Street | Clover | SC | 29710 | 803/222-1221 Outlaw Enterprises Inc. |

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| 311 Vesla Lane | Clover | SC | 29710 | 803/701-7068 Phoenix Taco L.L.C. |
| 9802 Two Notch Rd | Columbia | SC | 29223 | 803/788-8979 Bell Carolina LLC |
| 7526 Garners Ferry Rd | Columbia | SC | 29209 | 803/783-4977 Bell Carolina LLC |
| 1928 Broad River Road | Columbia | SC | 29210 | 803/551-5726 Bell Carolina LLC |
| 2758 Decker Blvd | Columbia | SC | 29206 | 803/597-2060 Bell Carolina LLC |
| 2701 Clemson Rd | Columbia | SC | 29229 | 803/788-0209 Bell Carolina LLC |
| 2300 Church St. | Conway | SC | 29526 | 843/779-2063 Coastal Plains Restaurants LL |
| 939 S GOVERNOR WILLIAMS HWY | Darlington | SC | 29532 | 843/944-0277 Luihn VantEdge Partners LLC |
| 711 Radford Blvd. | Dillon | SC | 29536 | 843/506-8059 Luihn VantEdge Partners LLC |
| 1532 E Main St | Duncan | SC | 29334 | 864/486-0166 Mid-South Bells LLC |
| 5197 Calhoun Memorial Hwy | Easley | SC | 29640 | 864/859-1896 Mid-South Bells LLC |
| 1612 S Irby Street | Florence | SC | 29505 | 843/629-1228 Coastal Plains Restaurants LL |
| 2674 David McLeod Blvd | Florence | SC | 29501 | 843/413-0800 Coastal Plains Restaurants LL |
| 9915 Charlotte Hwy. | Fort Mill | SC | 29707 | 803/548-5033 Phoenix Taco L.L.C. |
| 1608 W Floyd Baker Blvd | Gaffney | SC | 29341 | 864/902-9929 Mid-South Bells LLC |
| 245 Church Street | Georgetown | SC | 29440 | 843/546-7994 Coastal Plains Restaurants LL |
| 104 South Goose Creek Blvd | Goose Creek | SC | 29445 | 843/797-5248 J.E.M. Restaurant Group Inc. |
| 787 St. James Avenue | Goose Creek | SC | 29445 | 843/832-1817 Jett Carolina Bells LLC |
| 2031 Wade Hampton Blvd | Greenville | SC | 29615 | 864/244-0117 Mid-South Bells LLC |
| 3409 W Blueridge Dr | Greenville | SC | 29611 | 864/220-0648 Mid-South Bells LLC |
| 2 Mills Avenue | Greenville | SC | 29605 | 864/467-1098 Mid-South Bells LLC |
| 1770 Woodruff Road | Greenville | SC | 29607 | 864/676-1040 Mid-South Bells LLC |
| 3207 N Pleasantburg Dr | Greenville | SC | 29609 | 864/239-3855 Mid-South Bells LLC |
| 3709 Pelham Road | Greenville | SC | 29615 | 864/987-9114 Mid-South Bells LLC |
| 1604 Hwy 72 Bypass | Greenwood | SC | 29649 | 864/229-5511 Mid-South Bells LLC |
| 1301j W Wade Hampton Blvd | Greer | SC | 29651 | 864/879-8487 Bell Carolina LLC |
| 708 Elm Street | Hampton | SC | 29924 | 803/943-3446 Lloyd Inman Hodges |
| 55 Brooks Willis Dr. | Hardeeville | SC | 29927 | Hilton Taco LLC |
| 907 S 5th St | Hartsville | SC | 29550 | 843/383-0903 Coastal Plains Restaurants LL |
| 11083 Asheville Hwy | Inman | SC | 29349 | 864/473-2278 Mid-South Bells LLC |
| 1192 Lake Murray Blvd | Irmo | SC | 29063 | 803/407-1182 Bell Carolina LLC |
| 1172 Dutch Fork Rd | Irmo | SC | 29063 | 803/749-1728 Bell Carolina LLC |
| 9637 Highway 78 | Ladson | SC | 29456 | 843/569-2001 J.E.M. Restaurant Group Inc. |
| 896 S Ron McNair Blvd | Lake City | SC | 29560 | 843/394-3003 Luihn VantEdge Partners LLC |
| 904 East Main | Laurens | SC | 29360 | 864/983-2510 Bell Carolina LLC |

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| 175 East Church Street | Leesville | SC | 29070 | 803/532-5151 Carolina Taco Inc. |
| 4328 Sunset Blvd | Lexington | SC | 29072 | 803/951-2834 Bell Carolina LLC |
| 1002 West Main St | Lexington | SC | 29072 | 803/957-8245 Bell Carolina LLC |
| 1830 S Lake Drive | Lexington | SC | 29073 | 803/957-5834 Bell Carolina LLC |
| 662 Highway 1 S | Lugoff | SC | 29078 | 803/408-6850 Johnny W. Outlaw Jr. |
| 2004 Paxville Highway | Manning | SC | 29102 | 803/435-4087 Bell Carolina LLC |
| 112 S Highway 52 | Moncks Corner | SC | 29461 | 843/899-7878 J.E.M. Restaurant Group Inc. |
| 821 Coleman Blvd | Mount Pleasant | SC | 29464 | 843/884-9968 J.E.M. Restaurant Group Inc. |
| 1096 Isle of Palms Connector | Mount Pleasant | SC | 29464 | 843/606-2701 J.E.M. Restaurant Group Inc. |
| 3281 N. Hwy 17 | Mount Pleasant | SC | 29466 | 843/608-3691 Jett Carolina Bells LLC |
| 2677 E. Hwy 76 | Mullins | SC | 29574 | 843/765-3351 Luihn VantEdge Partners LLC |
| 1307 Kings Hwy North | Myrtle Beach | SC | 29577 | 843/448-1706 Coastal Plains Restaurants LL |
| 4720 Socastee Blvd | Myrtle Beach | SC | 29588 | 843/293-4384 Coastal Plains Restaurants LL |
| 108 Loyola Drive | Myrtle Beach | SC | 29588 | 843/353-1479 Coastal Plains Restaurants LL |
| 1050 Glenforest Rd | Myrtle Beach | SC | 29579 | 854/854-9215 Coastal Plains Restaurants LL |
| 2915 Main Street | Newberry | SC | 29108 | 803/321-5923 Bell Carolina LLC |
| 411 East Martintown Road | North Augusta | SC | 29841 | 803/442-3759 Southeast QSR LLC |
| 5856 Rivers Ave | North Charleston | SC | 29406 | 843/744-4563 J.E.M. Restaurant Group Inc. |
| 8430 Dorchester Road | North Charleston | SC | 29420 | 843/767-1062 J.E.M. Restaurant Group Inc. |
| 7373 Northwoods Blvd | North Charleston | SC | 29406 | 843/572-7330 J.E.M. Restaurant Group Inc. |
| 6606 Dorchester Road | North Charleston | SC | 29418 | 843/212-2144 J.E.M. Restaurant Group Inc. |
| 201 HWY 17 North | North Myrtle Beach | SC | 29582 | 843/427-0369 Coastal Plains Restaurants LL |
| 695 John C Calhoun Dr | Orangeburg | SC | 29115 | 803/534-9598 Carolina Taco Inc. |
| 3259 St. Matthews Road | Orangeburg | SC | 29115 | 803/539-4995 Carolina Taco Inc. |
| 204 Van Lingle Mungo Blvd | Pageland | SC | 29728 | 843/672-2330 Outlaw Enterprises Inc. |
| 101 Depot Road | Pelzer | SC | 29669 | 864/947-1079 Whiteford's Inc. |
| 2619 Gentry Memorial Highway | Pickens | SC | 29671 | 864/878-9659 Bell Carolina LLC |
| 3431 Highway 153 | Piedmont | SC | 29673 | 864/269-8664 Mid-South Bells LLC |
| 3062 Lancaster Highway | Richburg | SC | 29729 | 803/789-3697 Outlaw Enterprises Inc. |
| 1771 Heckle Blvd | Rock Hill | SC | 29732 | 803/366-2100 Phoenix Taco L.L.C. |
| 6131 West Jim Bilton Blvd. | Saint George | SC | 29477 | 843/563-8584 Billy Baker |
| 9075 Old Hwy 6 | Santee | SC | 29142 | 803/854-2100 Carolina Taco Inc. |
| 1610 Sandifer Blvd | Seneca | SC | 29678 | 864/888-4800 Mid-South Bells LLC |
| 615 Fairview Rd | Simpsonville | SC | 29681 | 864/967-7135 Mid-South Bells LLC |
| 800 N Pine St | Spartanburg | SC | 29303 | 864/582-3395 Bell Carolina LLC |

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| 1783 Asheville Hwy | Spartanburg | SC | 29303 | 864/573-5597 Mid-South Bells LLC |
| 7680 Warren H Abernathy Hwy | Spartanburg | SC | 29301 | 864/587-1904 Mid-South Bells LLC |
| 1884 E. Main St. | Spartanburg | SC | 29307 | 864/582-7143 Bell Carolina LLC |
| 708 N Main | Summerville | SC | 29483 | 843/875-0669 Bell Carolina LLC |
| 981 Bacons Bridge Rd | Summerville | SC | 29485 | 843/875-9496 Bell Carolina LLC |
| 10115 Dorchester Road | Summerville | SC | 29485 | 843/873-5977 J.E.M. Restaurant Group Inc. |
| 1112 Broad St | Sumter | SC | 29150 | 803/775-2984 Bell Carolina LLC |
| 25 North Lafayette Drive | Sumter | SC | 29150 | 803/773-1603 Bell Carolina LLC |
| 2453 HWY 160 | Tega Cay | SC | 29708 | 803/802-5626 EM Squared LLC |
| 6500 State Park Rd | Travelers Rest | SC | 29690 | 864/834-0903 John R. Neal |
| 542 North Duncan By-Pass | Union | SC | 29379 | 864/427-3100 O INC. |
| 391 Bells Hwy | Walterboro | SC | 29488 | 843/549-1632 J.E.M. Restaurant Group Inc. |
| 3983 Platt Springs Rd | West Columbia | SC | 29170 | 803/755-7281 Bell Carolina LLC |
| 2353 Augusta Road | West Columbia | SC | 29169 | 803/796-0632 Bell Carolina LLC |
| 1790 DeVinney Road | York | SC | 29745 | 803/684-5900 Phoenix Taco L.L.C. |
| 615 Centennial St S | Aberdeen | SD | 57401 | 605/229-0642 Border Foods of North Dakota |
| 926 25th Ave. | Brookings | SD | 57006 | 605/291-4626 Sioux Falls Bell LLC |
| 2000 S Burr St | Mitchell | SD | 57301 | 605/996-2099 Sioux Falls Bell LLC |
| 2323 W Main St | Rapid City | SD | 57702 | 605/341-5202 Border Foods of Wyoming LLC |
| 902 E. North Street | Rapid City | SD | 57701 | 605/341-7564 Border Foods of Wyoming LLC |
| 2700 Mt Rushmore Road | Rapid City | SD | 57701 | 605/388-0212 Border Foods of Wyoming LLC |
| 1024 Endeavour Blvd. | Rapid City | SD | 57703 | 605/341-7808 Border Foods of Wyoming LLC |
| 449 E. Stumer Road | Rapid City | SD | 57701 | 605/348-2215 Border Foods of Wyoming LLC |
| 3400 S Louise Avenue | Sioux Falls | SD | 57106 | 605/361-8891 Sioux Falls Bell LLC |
| 3309 E 10th St | Sioux Falls | SD | 57103 | 605/331-4048 Sioux Falls Bell LLC |
| 1611 West 41st Street | Sioux Falls | SD | 57105 | 605/336-8986 Sioux Falls Bell LLC |
| 4100 West 12th Street | Sioux Falls | SD | 57105 | 605/336-7089 Sioux Falls Bell LLC |
| 812 S Minnesota Ave | Sioux Falls | SD | 57104 | 605/335-7059 Sioux Falls Bell LLC |
| 1705 North Avenue | Spearfish | SD | 57783 | 605/644-8805 Border Foods of Wyoming LLC |
| 911 Fifth St SE | Watertown | SD | 57201 | 605/878-3838 Border Foods of North Dakota |
| 2504 Fox Run Parkway | Yankton | SD | 57078 | 605/665-4433 Dee Jay's QSR Inc. |
| 5315 Hickory Hollow Ln. | Antioch | TN | 37013 | 615/731-8177 G.F. Enterprise IV LLC |
| 30019 Highway 110 | Ardmore | TN | 38449 | 931/427-8070 FQSR LLC (dba KBP Foods) |
| 9821 US Hwy 64 | Arlington | TN | 38002 | 901/372-7854 Pacific Bells LLC |
| 4935 Airline Rd | Arlington | TN | 38002 | 901/867-2183 Pacific Bells LLC |

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| 154 Monroe Place | Ashland City | TN | 37015 | 615/657-5132 Future Restaurants LLC |
| 2535 Decatur Pike | Athens | TN | 37303 | 423/617-0600 Tacala Tennessee Corp. |
| 690 S. White Street | Athens | TN | 37303 | 423/745-5933 Tacala Tennessee Corp. |
| 11200 Highway 51 South | Atoka | TN | 38004 | 901/837-8226 John R. Neal |
| 6720 Stage Rd | Bartlett | TN | 38134 | 901/382-9778 Hospitality Memphis Inc. |
| 7571 US Highway 70 | Bartlett | TN | 38133 | 901/266-1645 Hospitality Memphis Inc. |
| 7659 Hwy 70 S | Bellevue | TN | 37221 | 615/662-5197 East West Enterprises LLC |
| 715 W Market St | Bolivar | TN | 38008 | 731/658-9990 Hospitality Tennessee Inc. |
| 5002 Maryland Way | Brentwood | TN | 37027 | 615/661-5627 East West Enterprises LLC |
| 6718 Nolensville Pk | Brentwood | TN | 37027 | 615/283-8912 Future Restaurants II LLC |
| 1111 Volunteer Parkway | Bristol | TN | 37620 | 423/764-5154 Tacala Tennessee Corp. |
| 2582 W State St | Bristol | TN | 37620 | Tacala Tennessee Corp. |
| 2575 Anderson Ave | Brownsville | TN | 38012 | 731/772-9330 Hospitality Tennessee Inc. |
| 14050 W Andrew Johnson Hwy | Bulls Gap | TN | 37711 | 423/235-9278 Tacala Tennessee Corp. |
| 4786 Hwy 58 | Chattanooga | TN | 37416 | 423/899-6118 Tacala Tennessee Corp. |
| 3151 S Broad St | Chattanooga | TN | 37408 | 423/756-2923 Tacala Tennessee Corp. |
| 7796 E Brainerd Rd | Chattanooga | TN | 37421 | 423/892-9034 Tacala Tennessee Corp. |
| 7304 Shallowford Rd | Chattanooga | TN | 37421 | 423/899-8416 Tacala Tennessee Corp. |
| 6210 Lee Highway | Chattanooga | TN | 37421 | 423/499-0815 Tacala Tennessee Corp. |
| 4115 Rossville Blvd | Chattanooga | TN | 37407 | 423/867-4226 Tacala Tennessee Corp. |
| 4115 Hixson Pike | Chattanooga | TN | 37415 | 423/877-9557 Tacala Tennessee Corp. |
| 3210 Cummings Highway | Chattanooga | TN | 37419 | 423/821-2600 Tacala Tennessee Corp. |
| 3055 Wilma Rudolph Blvd | Clarksville | TN | 37040 | 931/647-2981 G.F. Enterprise IV LLC |
| 1670 Ft Campbell Blvd | Clarksville | TN | 37042 | 931/552-9449 G.F. Enterprise IV LLC |
| 788 Riverside Drive | Clarksville | TN | 37040 | 931/645-8714 G.F. Enterprise IV LLC |
| 1470 Tiny Town Rd | Clarksville | TN | 37042 | 931/906-2098 G.F. Enterprise IV LLC |
| 2240 Madison Street | Clarksville | TN | 37043 | 931/221-0100 Future Restaurants LLC |
| 1720 Tiny Town Road | Clarksville | TN | 37040 | 931/648-7509 G.F. Enterprise IV LLC |
| 2491 Keith St NW | Cleveland | TN | 37311 | 423/479-6977 Tacala Tennessee Corp. |
| 4530 N Lee Hwy | Cleveland | TN | 37312 | 423/339-1573 Tacala Tennessee Corp. |
| 2675 Apd 40 | Cleveland | TN | 37323 | 423/479-3634 Tacala Tennessee Corp. |
| 1114 N Charles G Seivers Blvd | Clinton | TN | 37716 | 865/457-7282 Tacala Tennessee Corp. |
| 2315 N Charles G Seivers Blvd | Clinton | TN | 37716 | 865/290-0205 Tacala Tennessee Corp. |
| 880 W Poplar Ave | Collierville | TN | 38017 | 901/853-3725 Hospitality Tennessee Inc. |
| 1237 Trotwood Ave | Columbia | TN | 38401 | 931/388-3015 American Hospitality Corporati |

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| 127 Bear Creek Pike | Columbia | TN | 38401 | 931/388-3313 Future Restaurants LLC |
| 787 South Jefferson Avenue | Cookeville | TN | 38501 | 931/528-8752 Future Restaurants LLC |
| 387 W. Jackson Street | Cookeville | TN | 38501 | 931/372-9971 American Hospitality Corporati |
| 310 Big Mac Drive | Cookeville | TN | 38506 | 931/537-9101 Future Restaurants LLC |
| 871 Germantown Pkwy | Cordova | TN | 38018 | 901/758-2669 Hospitality Memphis Inc. |
| 1205 N. Houston Levee Rd. | Cordova | TN | 38018 | 901/754-5545 Pacific Bells LLC |
| 971 Highway 51 North | Covington | TN | 38019 | 901/475-1073 Pacific Bells LLC |
| 197 Peavine Rd. | Crossville | TN | 38555 | 931/456-4439 Plataco LLC |
| 702 Highway 92 S | Dandridge | TN | 37725 | 865/397-8811 Robert A Jenkins |
| 7761 Rhea County Highway | Dayton | TN | 37321 | 423/570-8782 Charter Foods Inc. |
| 1820 Decherd Blvd | Decherd | TN | 37324 | 931/962-4694 Tacala LLC |
| 114 Mathis Drive | Dickson | TN | 37055 | 615/446-3713 G.F. Enterprise IV LLC |
| 2331 Highway 46 S | Dickson | TN | 37055 | 615/441-2932 Future Restaurants LLC |
| 15352 Rankin Avenue | Dunlap | TN | 37327 | 423/451-1502 Charter Foods Inc. |
| 2730 Lake Rd | Dyersburg | TN | 38024 | 731/286-2355 K-Mac Enterprises Inc. |
| 6200 Ringgold Rd | East Ridge | TN | 37412 | 423/899-8257 Tacala Tennessee Corp. |
| 993 W Elk Avenue | Elizabethton | TN | 37643 | 423/543-6454 Tacala Tennessee Corp. |
| 506 Jonesborough Road | Erwin | TN | 37650 | 423/330-6542 Charter Foods Inc. |
| 2389 Fairview Blvd. | Fairview | TN | 37062 | 615/799-0390 Future Restaurants II LLC |
| 1300 Huntsville Hwy | Fayetteville | TN | 37334 | 931/433-0103 Mid-South Bells LLC |
| 1208 Murfreesboro Rd | Franklin | TN | 37064 | 615/595-9335 American Hospitality Corporati |
| 1715 Galleria Blvd | Franklin | TN | 37067 | 615/771-7745 East West Enterprises LLC |
| 1710 Columbia Ave | Franklin | TN | 37064 | 615/628-8327 Future Restaurants LLC |
| 807 Nashville Pike | Gallatin | TN | 37066 | 615/452-4154 KC Bell Inc. |
| 2057 Nashville Pike | Gallatin | TN | 37066 | 615/675-0035 KC Bell Inc. |
| 7858 Wolf River Blvd. | Germantown | TN | 38138 | 901/758-0567 Hospitality Tennessee Inc. |
| 320 Long Hollow Pike | Goodlettsville | TN | 37072 | 615/859-4300 KC Bell Inc. |
| 501 Gordonsville Highway | Gordonsville | TN | 38563 | 615/683-1050 Sims John |
| 5201 Bobby Hicks Highway. | Gray | TN | 37615 | 423/467-0025 Tacala Tennessee Corp. |
| 3050 E Andrew Johnson Hwy | Greeneville | TN | 37745 | 423/638-6530 Tacala Tennessee Corp. |
| 109 Asheville Hwy | Greeneville | TN | 37743 | 423/787-7708 Tacala Tennessee Corp. |
| 1603 S Roane St | Harriman | TN | 37748 | 865/882-9455 Bee Mac Corporation |
| 447 E Main | Henderson | TN | 38340 | 731/989-0063 Hospitality Tennessee Inc. |
| 447 W Main St. | Hendersonville | TN | 37075 | 615/822-5194 KC Bell Inc. |
| 210 Indian Lake Blvd. | Hendersonville | TN | 37075 | 615/824-0223 KC Bell Inc. |

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| 1004 Glenbrook Way | Hendersonville | TN | 37075 | 615/338-9909 KC Bell Inc. |
| 4442 Lebanon Road | Hermitage | TN | 37076 | 615/883-0017 Future Restaurants LLC |
| 5765 Old Hickory Boulevard | Hermitage | TN | 37076 | 615/866-6858 Future Restaurants LLC |
| 5439 Highway 153 | Hixson | TN | 37343 | 423/875-6198 Tacala Tennessee Corp. |
| 8522 Hixson Pike | Hixson | TN | 37343 | 423/847-3968 Tacala Tennessee Corp. |
| 551-B East Main St | Hohenwald | TN | 38462 | 931/306-5055 Future Restaurants II LLC |
| 2479 N Central Avenue | Humboldt | TN | 38343 | 731/784-8391 Hospitality Tennessee Inc. |
| 2508 Jacksboro Pike | Jacksboro | TN | 37757 | 423/566-3759 Tacala Tennessee Corp. |
| 2330 North Highland | Jackson | TN | 38305 | 731/668-3353 Hospitality Tennessee Inc. |
| 1921 Hwy 45 Bypass | Jackson | TN | 38305 | 731/664-5737 Hospitality Tennessee Inc. |
| 117 Parkstone Place | Jackson | TN | 38305 | 731/265-4698 Hospitality Tennessee Inc. |
| 1619 S Highland Ave | Jackson | TN | 38301 | 731/423-0148 Hospitality Tennessee Inc. |
| 461 N. Main St. | Jamestown | TN | 38556 | Charter Foods Inc. |
| 7216 Whites Creek Pike | Joelton | TN | 37080 | 615/933-6312 Future Restaurants LLC |
| 2100 West Market Street | Johnson City | TN | 37604 | 423/929-2644 Tacala Tennessee Corp. |
| 2000 N Roan St | Johnson City | TN | 37601 | 423/282-8612 Tacala Tennessee Corp. |
| 705 E. Jackson Blvd. | Jonesboro | TN | 37659 | 423/753-0782 Tacala Tennessee Corp. |
| 400 Kimball Crossing Dr | Kimball | TN | 37347 | 423/837-8522 Mid-South Bells LLC |
| 1660 E Stone Dr | Kingsport | TN | 37660 | 423/246-1576 Tacala Tennessee Corp. |
| 1221 North Eastman Road | Kingsport | TN | 37664 | 423/378-4877 Tacala Tennessee Corp. |
| 4409 Fort Henry Drive | Kingsport | TN | 37663 | 423/239-6418 Tacala Tennessee Corp. |
| 4200 W Stone Drive | Kingsport | TN | 37660 | Tacala Tennessee Corp. |
| 514 N Kentucky St | Kingston | TN | 37763 | 865/717-6214 Bee Mac Corporation |
| 1900 W Cumberland | Knoxville | TN | 37916 | 865/525-5099 Tacala Tennessee Corp. |
| 11217 Kingston Pike | Knoxville | TN | 37922 | 865/966-4144 Tacala Tennessee Corp. |
| 6802 Maynardville Hwy | Knoxville | TN | 37918 | 865/922-0603 Tacala Tennessee Corp. |
| 6504 Chapman Hwy | Knoxville | TN | 37920 | 865/577-5365 Tacala Tennessee Corp. |
| 2085 N. Broadway St. | Knoxville | TN | 37917 | 865/673-5816 Tacala Tennessee Corp. |
| 5322 Millertown Pike | Knoxville | TN | 37924 | 865/525-5250 Charter Foods Inc. |
| 8615 Walbrook Dr | Knoxville | TN | 37923 | 865/769-4754 Tacala Tennessee Corp. |
| 7211 Strawberry Plains Pike | Knoxville | TN | 37914 | 865/521-6868 Tacala Tennessee Corp. |
| 411 Merchant Dr | Knoxville | TN | 37912 | 865/687-5000 Tacala Tennessee Corp. |
| 401 Lovell Rd | Knoxville | TN | 37922 | 865/288-7885 Tacala Tennessee Corp. |
| 1982 Town Center Blvd | Knoxville | TN | 37922 | Tacala Tennessee Corp. |
| 145 Stadium Drive | Kodak | TN | 37764 | 865/465-3147 Tacala Tennessee Corp. |

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| 5143 Murfreesboro Rd. | La Vergne | TN | 37086 | 615/793-7527 G.F. Enterprise IV LLC |
| 561 Highway 52 Bypass W | Lafayette | TN | 37083 | 615/666-8226 Future Restaurants LLC |
| 1135 N Locust Avenue | Lawrenceburg | TN | 38464 | 931/762-1446 American Hospitality Corporati |
| 823 S. Cumberland Street | Lebanon | TN | 37087 | 615/449-4858 Future Restaurants LLC |
| 1672 West Main St. | Lebanon | TN | 37087 | 615/453-4225 Future Restaurants LLC |
| 440 N. Ellington Pkwy | Lewisburg | TN | 37091 | 931/270-5000 American Hospitality Corporati |
| 565 West Church Street | Lexington | TN | 38351 | 731/968-1380 Hospitality Tennessee Inc. |
| 1475 W Main St | Livingston | TN | 38570 | 931/823-6622 Bee Mac Corporation |
| 12395 Highway 72 North | Loudon | TN | 37774 | 865/458-5440 Loudon Sims Group LLC |
| 2100 Gallatin Pike N. | Madison | TN | 37115 | 615/859-6493 KC Bell Inc. |
| 1117 Gallatin Pike S. | Madison | TN | 37115 | 615/865-2988 G.F. Enterprise IV LLC |
| 4477 Highway 411 | Madisonville | TN | 37354 | 423/442-6352 Tacala Tennessee Corp. |
| 49 Scott Swinney Dr | Manchester | TN | 37355 | 931/728-8550 American Hospitality Corporati |
| 849 University St | Martin | TN | 38237 | 731/587-6800 K-Mac Enterprises Inc. |
| 3003 Maynardville Hwy | Maynardville | TN | 37807 | 865/745-1838 Charter Foods Inc. |
| 1405 Smithville Highway | McMinnville | TN | 37110 | 931/473-8090 American Hospitality Corporati |
| 1662 Poplar Avenue | Memphis | TN | 38104 | 901/725-0925 Hospitality Memphis Inc. |
| 2183 Frayser Blvd. | Memphis | TN | 38127 | 901/357-9832 Hospitality Memphis Inc. |
| 3045 Covington Pike | Memphis | TN | 38128 | 901/372-1234 Hospitality Memphis Inc. |
| 3378 Poplar Ave | Memphis | TN | 38111 | 901/323-9229 Hospitality Memphis Inc. |
| 3233 Thomas St | Memphis | TN | 38127 | 901/353-0346 Pacific Bells LLC |
| 826 S Third | Memphis | TN | 38106 | 901/948-5008 Pacific Bells LLC |
| 3569 Democrat Rd | Memphis | TN | 38118 | 901/795-4325 Pacific Bells LLC |
| 1740 Sycamore View Road | Memphis | TN | 38134 | 901/372-5089 Hospitality Memphis Inc. |
| 6210 Winchester Rd | Memphis | TN | 38115 | 901/362-0703 Hospitality Memphis Inc. |
| 1447 Union Ave | Memphis | TN | 38104 | 901/272-9733 Pacific Bells LLC |
| 4330 Elvis Presley Blvd | Memphis | TN | 38116 | 901/398-9755 Hospitality Memphis Inc. |
| 1279 Ridgeway Rd. | Memphis | TN | 38119 | 901/683-7703 Hospitality Tennessee Inc. |
| 4655 Riverdale Road | Memphis | TN | 38141 | 901/368-6919 Hospitality Memphis Inc. |
| 4370 Summer Ave | Memphis | TN | 38122 | 901/767-5193 Hospitality Memphis Inc. |
| 3490 Elvis Presley Blvd | Memphis | TN | 38116 | 901/398-5133 Hospitality Memphis Inc. |
| 2702 S Perkins Rd | Memphis | TN | 38118 | 901/366-5248 Hospitality Tennessee Inc. |
| 2785 Lamar Ave. | Memphis | TN | 38114 | 901/743-4827 Chris E. Fowler |
| 3745 E. Shelby Drive | Memphis | TN | 38118 | 901/369-1110 Chris E. Fowler |
| 3995 S. 3rd St. | Memphis | TN | 38109 | 901/789-6247 Chris E. Fowler |

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| 8033 Hwy 64 | Memphis | TN | 38133 | 901/249-6919 Hospitality Memphis Inc. |
| 911 Estate Dr | Memphis | TN | 38119 | 901/767-8384 Pacific Bells LLC |
| 7964 Windchester Road | Memphis | TN | 38125 | 901/737-4843 Pacific Bells LLC |
| 5320 Knight Arnold Rd | Memphis | TN | 38118 | 901/360-9985 Pacific Bells LLC |
| 1983 Whitten Road | Memphis | TN | 38133 | 901/937-0329 Hospitality Memphis Inc. |
| 6045 South First St | Milan | TN | 38358 | 731/723-5200 Hospitality Tennessee Inc. |
| 4811 Navy Rd | Millington | TN | 38053 | 901/872-3040 Hospitality Memphis Inc. |
| 450 East Stratton Ave | Monterey | TN | 38574 | 931/584-0141 D&R Foods LLC |
| 2235 W Andrew Johnson Hwy | Morristown | TN | 37814 | 423/581-6141 Tacala Tennessee Corp. |
| 2519 E MORRIS BLVD | Morristown | TN | 37813 | 423/581-1058 Tacala Tennessee Corp. |
| 11001 Lebanon Road | Mount Juliet | TN | 37122 | 615/773-8900 American Hospitality Corporati |
| 401 South Mount Juliet Rd #145 | Mount Juliet | TN | 37122 | 615/758-6860 Future Restaurants LLC |
| 465 S. Shady Street | Mountain City | TN | 37683 | 423/291-4832 EM Squared LLC |
| 1301 NW Broad St | Murfreesboro | TN | 37129 | 615/890-0531 Future Restaurants LLC |
| 1702 Memorial Blvd | Murfreesboro | TN | 37129 | 615/896-5499 Future Restaurants LLC |
| 2482 S. Church Street | Murfreesboro | TN | 37127 | 615/867-1944 American Hospitality Corporati |
| 155 Cason Lane | Murfreesboro | TN | 37128 | 615/494-0665 American Hospitality Corporati |
| 2967 South Rutherford Rd. | Murfreesboro | TN | 37130 | 615/907-3016 Future Restaurants LLC |
| 3378 Memorial Blvd | Murfreesboro | TN | 37130 | 615/624-6058 Future Restaurants II LLC |
| 2732 Saint Andrews Drive | Murfreesboro | TN | 37128 | 615/410-3240 Future Restaurants LLC |
| 1414 N. Rutherford Blvd | Murfreesboro | TN | 37130 | 615/410-9522 Future Restaurants LLC |
| 4000 Nolensville Road | Nashville | TN | 37211 | 615/834-2279 G.F. Enterprise IV LLC |
| 529 Donelson Pike | Nashville | TN | 37214 | 615/885-5413 G.F. Enterprise IV LLC |
| 5510 Nolensville Rd | Nashville | TN | 37211 | 615/832-3136 G.F. Enterprise IV LLC |
| 3121 Dickerson Pike | Nashville | TN | 37207 | 615/226-6303 Future Restaurants LLC |
| 4300 Harding Rd | Nashville | TN | 37205 | 615/292-6071 American Hospitality Corporati |
| 1410 Brick Church Pike | Nashville | TN | 37207 | 615/228-4796 East West Enterprises LLC |
| 2384 Lebanon Pike | Nashville | TN | 37214 | 615/872-7828 East West Enterprises LLC |
| 2541 Murfreesboro Rd | Nashville | TN | 37217 | 615/360-9710 G.F. Enterprise IV LLC |
| 324 Harding Place | Nashville | TN | 37211 | 615/331-4515 American Hospitality Corporati |
| 990 Murfreesboro Road | Nashville | TN | 37217 | 615/366-1030 American Hospitality Corporati |
| 2101 Rosa L. Parks Blvd. | Nashville | TN | 37228 | 615/256-3382 American Hospitality Corporati |
| 6540 Charlotte Pike | Nashville | TN | 37209 | 615/353-5665 American Hospitality Corporati |
| 5709 Edmonson Pike | Nashville | TN | 37211 | 615/445-8641 American Hospitality Corporati |
| 2904 Gallatin Pike | Nashville | TN | 37216 | 615/228-5083 G.F. Enterprise IV LLC |

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|---------------------------|---------------|----|-------|---|
| 2615 Powell Ave | Nashville | TN | 37204 | 615/385-2993 Future Restaurants II LLC |
| 8211 Highway 100 | Nashville | TN | 37221 | 629/702-7978 Future Restaurants LLC |
| 808 Cosby Hwy-Box 1540 | Newport | TN | 37821 | 423/625-3999 Tacala Tennessee Corp. |
| 353 South Illinois Avenue | Oak Ridge | TN | 37830 | 865/483-7630 Tacala Tennessee Corp. |
| 101 bus terminal road | Oak Ridge | TN | 37830 | 865/272-2515 Tacala Tennessee Corp. |
| 6880 Highway 64 | Oakland | TN | 38060 | 901/465-9916 West Quality Food Service Inc |
| 19891 Alberta Street | Oneida | TN | 37841 | 423/569-8226 Tacala Tennessee Corp. |
| 9210 Lee Hwy | Ooltewah | TN | 37363 | 423/238-4929 Tacala Tennessee Corp. |
| 1120 Mineral Wells Ave | Paris | TN | 38242 | 731/644-0039 Pacific Bells LLC |
| 3310 Parkway | Pigeon Forge | TN | 37863 | 865/908-1193 Tacala Tennessee Corp. |
| 206 Wears Valley Road | Pigeon Forge | TN | 37863 | 865/428-1740 Billy Baker |
| 6701 Bristol Highway | Piney Flats | TN | 37686 | 423/391-0071 Tacala Tennessee Corp. |
| 111 Ren Mar Drive | Pleasant View | TN | 37146 | 615/746-3332 Charter Foods Inc. |
| 418 HIGHWAY 52 W | Portland | TN | 37148 | 615/325-7005 Future Restaurants II LLC |
| 611 East Emory Rd | Powell | TN | 37849 | 865/938-3512 Tacala Tennessee Corp. |
| 1600 W College St | Pulaski | TN | 38478 | 931/424-1888 East West Enterprises LLC |
| 2303 Dayton Blvd | Red Bank | TN | 37415 | 423/870-4797 Tacala Tennessee Corp. |
| 846 Hwy 51 N | Ripley | TN | 38063 | 731/221-8824 Hospitality Tennessee Inc. |
| 117 Colonial Lane | Rocky Top | TN | 37769 | 865/426-9616 John R. Neal |
| 4018 Highway 66 | Rogersville | TN | 37857 | 423/921-6009 Tacala Tennessee Corp. |
| 155 Wayne Road | Savannah | TN | 38372 | 731/925-2604 Hospitality Tennessee Inc. |
| 931 Dolly Parton Prkwy | Sevierville | TN | 37864 | 865/429-8339 Tacala Tennessee Corp. |
| 1407 Winfield Dunn Pkwy | Sevierville | TN | 37876 | 865/428-0537 Tacala Tennessee Corp. |
| 11524 Chapman Highway | Seymour | TN | 37865 | 865/577-3430 Tacala Tennessee Corp. |
| 1704 N. Main Street | Shelbyville | TN | 37160 | 931/680-1537 Future Restaurants LLC |
| 105 E. Broad Street | Smithville | TN | 37166 | 615/215-1050 SMITHVILLE K T LLC |
| 305 N Lowry St | Smyrna | TN | 37167 | 615/355-1981 G.F. Enterprise IV LLC |
| 850 Nissan Drive | Smyrna | TN | 37167 | 615/459-9582 G.F. Enterprise IV LLC |
| 1895 Almaville Road | Smyrna | TN | 37167 | 615/223-6358 G.F. Enterprise IV LLC |
| 565 Sam Ridley Pkwy W | Smyrna | TN | 37167 | 615/930-0782 G.F. Enterprise IV LLC |
| 9341 Dayton Pike | Soddy Daisy | TN | 37379 | 423/332-3123 Tacala Tennessee Corp. |
| 226 Mose Drive | Sparta | TN | 38583 | 931/738-2853 American Hospitality Corporati |
| 4936 Columbia Pike | Spring Hill | TN | 37174 | 615/302-3154 Future Restaurants LLC |
| 4880 PORT ROYAL RD | Spring Hill | TN | 37174 | 931/486-3475 Future Restaurants II LLC |
| 3497 Tom Austin Hwy. | Springfield | TN | 37172 | 615/384-6409 KC Bell Inc. |

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| 927 Highway 68 | Sweetwater | TN | 37874 | 423/337-0080 Tacala Tennessee Corp. |
| 1424 N. Broad St. | Tazewell | TN | 37879 | 423/626-2355 Charter Foods Inc. |
| 1804 N Jackson Street | Tullahoma | TN | 37388 | 931/455-3877 Future Restaurants LLC |
| 1400 Rutledge Lane | Union City | TN | 38261 | 731/885-7570 K-Mac Enterprises Inc. |
| 1114 Knoxville Highway | Wartburg | TN | 37887 | 423/345-6050 Charter Foods Inc. |
| 310 West Main Street | Waverly | TN | 37185 | 931/296-2434 TYMATT LLC |
| 5236 Highway 31E | Westmoreland | TN | 37186 | 615/644-2355 Future Restaurants LLC |
| 330 Hester Dr. | White House | TN | 37188 | 615/672-7779 KC Bell Inc. |
| 3670 Roy Messer Hwy | White Pine | TN | 37890 | 865/674-2075 Charter Foods Inc. |
| 930 West Main St. | Woodbury | TN | 37190 | 615/956-2977 Future Restaurants II LLC |
| 4165 S Danville Dr | Abilene | TX | 79605 | 325/695-4900 B & G Food Enterprises of Texa |
| 2201 Pine Street | Abilene | TX | 79601 | 325/673-9621 B & G Food Enterprises of Texa |
| 4341 South 1st Street | Abilene | TX | 79605 | 325/695-2355 B & G Food Enterprises of Texa |
| 2542 S. 14th Street | Abilene | TX | 79605 | 325/692-2436 B & G Food Enterprises of Texa |
| Bailey Ranch Road and FM 1187 | Aledo | TX | 76008 | Southern Multifoods Inc. |
| 1250 E. Main | Alice | TX | 78332 | 361/664-0900 Southern Multifoods Inc. |
| 505 West McDermott Drive | Allen | TX | 75002 | 972/727-8226 North Texas Bells LLC |
| 215 S Custer Rd. | Allen | TX | 75013 | 972/747-1751 North Texas Bells LLC |
| 380 E Stacy Rd | Allen | TX | 75002 | 214/383-9006 North Texas Bells LLC |
| 1809 E. Bethany Dr. | Allen | TX | 75002 | 214/383-7495 North Texas Bells LLC |
| 1130 Highway 67 West | Alvarado | TX | 76009 | 817/783-2394 Metroplex Multifoods Inc. |
| 1660 S Loop 35 | Alvin | TX | 77511 | 281/585-3026 Mas Restaurant Group LLC |
| 3309 Washington St | Amarillo | TX | 79109 | 806/220-0862 Alvarado Concepts LLC |
| 2010 Ross Osage | Amarillo | TX | 79103 | 806/331-3977 Alvarado Concepts LLC |
| 4116 I-40 W | Amarillo | TX | 79102 | 806/553-4139 Alvarado Concepts LLC |
| 2000 Coulter | Amarillo | TX | 79106 | 806/576-1589 Alvarado Concepts LLC |
| 300 E Amarillo Blvd | Amarillo | TX | 79107 | 806/373-4999 Alvarado Concepts LLC |
| 5807 SW 45th Ave | Amarillo | TX | 79109 | 806/352-4392 Alvarado Concepts LLC |
| 6255 Hollywood Rd | Amarillo | TX | 79118 | 806/356-0415 Alvarado Concepts LLC |
| 2605 N. Velasco St. | Angleton | TX | 77515 | 979/849-0015 B & G Food Enterprises of Texa |
| 2605 West White Street | Anna | TX | 75409 | 972/924-3124 Anna KT LLC |
| 1811 Antonio Street | Anthony | TX | 79821 | 915/886-3420 Argonaut Food Partners Nuevo |
| 5745 Interstate 20 W | Arlington | TX | 76017 | 817/478-1468 Kumar Management Corporation |
| 5401 S Cooper St | Arlington | TX | 76017 | 817/472-9404 Kumar Management Corporation |
| 1101 N. Collins | Arlington | TX | 76011 | 817/261-7593 R.W. Ball Inc. |

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|---------------------------|-----------|----|-------|---|
| 2364 East Pioneer Parkway | Arlington | TX | 76010 | 817/794-0901 Kumar Management Corporation |
| 1316 South Cooper Street | Arlington | TX | 76013 | 817/277-8042 Kumar Management Corporation |
| 215 South Watson Road | Arlington | TX | 76010 | 817/652-9583 Kumar Management Corporation |
| 4431 S. Collins St. | Arlington | TX | 76018 | 817/472-8911 K-Mac Enterprises Inc. |
| 8110 Matlock Rd | Arlington | TX | 76002 | 682/518-8795 Metroplex Multifoods Inc. |
| 5305 W. Sublett Rd | Arlington | TX | 76017 | 469/575-6348 Kumar Management Corporation |
| 208 E Corsicana | Athens | TX | 75751 | 903/675-7162 Southern Multifoods Inc. |
| 601 Highway 59 North | Atlanta | TX | 75551 | 903/799-5173 K-Mac Enterprises Inc. |
| US 377 and Highmeadow Rd | Aubrey | TX | 76227 | 940/365-5755 K-Mac Enterprises Inc. |
| 502 W William Cannon Dr | Austin | TX | 78745 | 512/447-7854 Tacala Austin Corp. |
| 13770 N Highway 183 | Austin | TX | 78750 | 512/258-7309 Tacala Austin Corp. |
| 1925 Airport Blvd | Austin | TX | 78722 | 512/469-0225 Tacala Austin Corp. |
| 3501 Wells Branch Pkwy | Austin | TX | 78728 | 512/388-3164 Tacala Austin Corp. |
| 201 E. Oltorf | Austin | TX | 78704 | 512/442-5395 Tacala Austin Corp. |
| 4811 Braker Lane West | Austin | TX | 78759 | 512/338-6033 Tacala Austin Corp. |
| 1701 W Ben White Blvd | Austin | TX | 78704 | 512/444-9126 Tacala Austin Corp. |
| 3421 W William Cannon Dr | Austin | TX | 78745 | 512/892-3285 Tacala Austin Corp. |
| 6511 S I H 35 | Austin | TX | 78744 | 512/448-2351 Tacala Austin Corp. |
| 9504 N Lamar | Austin | TX | 78753 | 512/837-7420 Tacala Austin Corp. |
| 5604 Cameron Rd | Austin | TX | 78723 | 512/452-7059 Tacala Austin Corp. |
| 1016 E Anderson Ln | Austin | TX | 78752 | 512/835-7269 Tacala Austin Corp. |
| 2600 West Braker Lane | Austin | TX | 78758 | 512/339-0600 Tacala Austin Corp. |
| 2308 E Riverside Dr | Austin | TX | 78741 | 512/441-8821 Tacala Austin Corp. |
| 3324 Slaughter Lane | Austin | TX | 78748 | 512/280-4813 Tacala Austin Corp. |
| 7515 FM 620 N | Austin | TX | 78726 | 512/331-4765 Tacala Austin Corp. |
| 1825 W Parmer Ln | Austin | TX | 78727 | 512/492-8998 Tacala Austin Corp. |
| 161 W Slaughter Ln #C | Austin | TX | 78748 | 512/280-8625 Tacala Austin Corp. |
| 9900 Parmer Lane Bldg C | Austin | TX | 78717 | 512/388-2100 Tacala Austin Corp. |
| 7793 Burnet Road | Austin | TX | 78757 | 512/374-9575 Tacala Austin Corp. |
| 1548 E. Parmer Lane | Austin | TX | 78754 | 512/833-9115 Tacala Austin Corp. |
| 100 SE Parkway | Azle | TX | 76020 | 817/444-2921 Kumar Management Corporation |
| 502 Highway 71 W | Bastrop | TX | 78602 | 512/303-6003 Tacala Austin Corp. |
| 3716 Seventh Street | Bay City | TX | 77414 | 979/245-1684 AFTAB Hashim |
| 6800 Garth Rd | Baytown | TX | 77521 | 281/421-0880 Mas Restaurant Group LLC |
| 8302 N. Highway 146 | Baytown | TX | 77520 | 281/573-2867 B & G Food Enterprises of Texa |

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|------------------------------|-------------|----|-------|---|
| 3520 Garth Rd | Baytown | TX | 77521 | 281/427-1440 Mas Restaurant Group LLC |
| 6105 Eastex Freeway | Beaumont | TX | 77706 | 409/898-3366 Mas Restaurant Group LLC |
| 6365 Phelan Blvd | Beaumont | TX | 77706 | 409/866-3025 Mas Restaurant Group LLC |
| 3725 College Street | Beaumont | TX | 77701 | 409/835-4402 Mas Restaurant Group LLC |
| 3950 Walden Rd | Beaumont | TX | 77705 | 409/842-2232 Mas Restaurant Group LLC |
| 1505 Brown Trail | Bedford | TX | 76022 | 817/282-0845 Hawk's Food Management Service |
| 2600 N. Main | Belton | TX | 76513 | 254/933-7545 Tacala Austin Corp. |
| 1000 Spring Street | Belton | TX | 76513 | 254/613-4787 Tacala Austin Corp. |
| 2403 S GREGG ST | Big Spring | TX | 79720 | 432/606-5010 Ampex Brands of Big Springs I |
| 440 W Bandera Rd | Boerne | TX | 78006 | 830/249-2325 DDO1-Texas LLC |
| 203 West Sam Rayburn Drive | Bonham | TX | 75418 | 903/583-0400 Southern Multifoods Inc. |
| 207 South Cedar | Borger | TX | 79007 | 806/274-9627 Alvarado Concepts LLC |
| 2607 Hwy 36 South | Brenham | TX | 77833 | 979/277-9262 Mas Restaurant Group LLC |
| 835 Texas Ave | Bridge City | TX | 77611 | 409/735-9135 Mas Restaurant Group LLC |
| 425 US Hwy 380 | Bridgeport | TX | 76426 | 940/683-4047 Kumar Management Corporation |
| 34003 Katy Freeway | Brookshire | TX | 77423 | 281/934-3100 Mas Restaurant Group LLC |
| 301 Lubbock Road | Brownfield | TX | 79316 | 806/636-2227 J.P.M. Inc. |
| 925 East Fm 802 | Brownsville | TX | 78520 | 956/548-2005 Southern Multifoods Inc. |
| 3801 International Blvd | Brownsville | TX | 78521 | 956/504-7197 Southern Multifoods Inc. |
| 547 W Commerce St | Brownwood | TX | 76801 | 325/643-1466 B & G Food Enterprises of Texa |
| 920 South Texas Ave | Bryan | TX | 77803 | 979/822-5007 Tacala Austin Corp. |
| 3501 East 29th Street | Bryan | TX | 77802 | 979/846-8071 Tacala Austin Corp. |
| 2305 Boonville Road | Bryan | TX | 77808 | 979/731-1138 Tacala Austin Corp. |
| 580 Old San Antonio Rd. | Buda | TX | 78610 | 512/295-8362 Tacala Austin Corp. |
| 358 Singing Oaks | Bulverde | TX | 78070 | 830/460-3057 Delect Foods Inc. |
| 1100 S. Red River Expressway | Burkburnett | TX | 76354 | 940/215-5762 North Texas Bells LLC |
| 821 SW Wilshire Blvd. | Burleson | TX | 76028 | 817/295-6381 Southern Multifoods Inc. |
| 1400 S Water Street | Burnet | TX | 78611 | 512/553-8984 Tacala Austin Corp. |
| 1999 North Trades Day Blvd. | Canton | TX | 75103 | 903/567-2676 Southern Multifoods Inc. |
| 611 23rd St | Canyon | TX | 79015 | 806/655-7167 Alvarado Concepts LLC |
| 1008 E. Frankford Rd. | Carrollton | TX | 75007 | 972/245-6776 North Texas Bells LLC |
| 4117 North Josey Lane | Carrollton | TX | 75007 | 972/360-0313 Ampex Brands LLC |
| 1907 E. Beltline Rd. | Carrollton | TX | 75006 | 972/416-3529 K-Mac Enterprises Inc. |
| 3420 E Hebron Parkway | Carrollton | TX | 75010 | 972/733-4280 North Texas Bells LLC |
| 1529 W Panola | Carthage | TX | 75633 | 903/693-3431 Southern Multifoods Inc. |

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| 395 N Hwy 67 | Cedar Hill | TX | 75104 | 972/291-2369 Kumar Management Corporation |
| 950 N Bell Blvd | Cedar Park | TX | 78613 | 512/249-0744 Tacala Austin Corp. |
| 1810 S LAKELINE BLVD | Cedar Park | TX | 78613 | 512/249-9500 Tacala Austin Corp. |
| 1002 S. Preston Road | Celina | TX | 75009 | 972/382-8010 North Texas Bells LLC |
| 1502 Tenaha | Center | TX | 75935 | 936/598-3909 Southern Multifoods Inc. |
| 656 Hwy 31 East | Chandler | TX | 75758 | 903/849-2300 R2 Restaurants Inc. |
| 475 N Sheldon Road | Channelview | TX | 77530 | 281/452-3874 B & G Food Enterprises of Texa |
| 2707 F NW | Childress | TX | 79201 | 940/937-9090 Garrison QSR LLC |
| 603 Cibolo Valley Dr | Cibolo | TX | 78108 | 210/566-1400 DDO1-Texas LLC |
| 621 W Henderson St | Cleburne | TX | 76033 | 817/641-8282 Southern Multifoods Inc. |
| 2008 N. Main St. | Cleburne | TX | 76033 | 817/645-9571 Southern Multifoods Inc. |
| 435 W. South Line | Cleveland | TX | 77327 | 281/593-1305 Mas Restaurant Group LLC |
| 1025 Dixie Drive | Clute | TX | 77531 | 979/266-8758 Mas Restaurant Group LLC |
| 310 N Harvey Road | College Station | TX | 77840 | 979/693-1963 Tacala Austin Corp. |
| 731 University Dr | College Station | TX | 77840 | 979/260-1720 Tacala Austin Corp. |
| 911 William D Fitch Pkwy | College Station | TX | 77845 | 979/690-7979 Tacala Austin Corp. |
| 8170 Precinct Line Road | Colleyville | TX | 76034 | 817/788-4515 Southern Multifoods Inc. |
| 4800 Highway 10 West | Columbus | TX | 78935 | 979/733-0896 Columbus Mart Inc. |
| 2203 Live Oak Street | Commerce | TX | 75428 | 903/886-0743 Southern Multifoods Inc. |
| 1123 N Frazier | Conroe | TX | 77301 | 936/539-2345 Tacala Austin Corp. |
| 3207 West Davis | Conroe | TX | 77304 | 936/788-5353 Tacala Austin Corp. |
| 1114 League Line Rd | Conroe | TX | 77303 | 281/845-2306 Tacala Austin Corp. |
| 8630 FM 78 | Converse | TX | 78109 | 210/661-6079 DDO-New Mexico LLC |
| 115 North Denton Tap Road | Coppell | TX | 75019 | 972/471-1418 North Texas Bells LLC |
| 1110 Hwy 190 E | Copperas Cove | TX | 76522 | 254/542-1004 Tacala Austin Corp. |
| 4471 Fm 2181 | Corinth | TX | 76210 | 940/321-1979 Southern Multifoods Inc. |
| 5530 Everhart | Corpus Christi | TX | 78411 | 361/991-9888 Southern Multifoods Inc. |
| 1501 Nile Drive | Corpus Christi | TX | 78412 | 361/991-8241 Southern Multifoods Inc. |
| 11328 Leopard St | Corpus Christi | TX | 78410 | 361/242-1414 Southern Multifoods Inc. |
| 1217 Waldron Road | Corpus Christi | TX | 78418 | 361/939-9905 Southern Multifoods Inc. |
| 3221 S Staples St | Corpus Christi | TX | 78411 | 361/853-2272 Southern Multifoods Inc. |
| 4434 Ayers Street | Corpus Christi | TX | 78415 | 361/853-8859 Southern Multifoods Inc. |
| 5821 Saratoga Blvd | Corpus Christi | TX | 78414 | 361/986-0300 Southern Multifoods Inc. |
| 2201 Morgan Avenue | Corpus Christi | TX | 78405 | 361/887-4878 Southern Multifoods Inc. |
| 6506 Weber Road | Corpus Christi | TX | 78413 | Southern Multifoods Inc. |

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| 807 West Seventh | Corsicana | TX | 75110 | 903/874-8101 Kumar Management Corporation |
| 2937 South Highway 287 | Corsicana | TX | 75109 | 903/872-9800 Kumar Management Corporation |
| 940 E Loop 304 | Crockett | TX | 75835 | 936/545-8589 Southern Multifoods Inc. |
| 13727 FM 2100 | Crosby | TX | 77532 | 281/328-8714 Delect Foods Inc. |
| 14000 US Hwy 380 | Cross Roads | TX | 76227 | 940/365-9884 North Texas Bells LLC |
| 1008 S Crowley Rd | Crowley | TX | 76036 | 817/297-1870 Metroplex Multifoods Inc. |
| 13230 Grant Road | Cypress | TX | 77429 | 281/257-9924 Mas Restaurant Group LLC |
| 28638 NORTHWEST FWY | Cypress | TX | 77433 | 281/256-9215 Mas Restaurant Group LLC |
| 8923 Fry Road | Cypress | TX | 77433 | 281/758-2139 B & G Food Enterprises of Texa |
| 303 Hwy 87 | Dalhart | TX | 79022 | 806/249-0035 Alvarado Concepts LLC |
| 9820 Walnut Hill Ln | Dallas | TX | 75238 | 214/349-1139 North Texas Bells LLC |
| 5575 N Jim Miller Rd | Dallas | TX | 75228 | 214/381-2309 R.W. Ball Inc. |
| 3223 Fort Worth Ave | Dallas | TX | 75211 | 214/339-3074 K-Mac Enterprises Inc. |
| 4151 LBJ Fwy | Dallas | TX | 75244 | 972/239-4456 North Texas Bells LLC |
| 11441 Jupiter Road | Dallas | TX | 75218 | 214/328-1155 North Texas Bells LLC |
| 13670 Preston Road | Dallas | TX | 75240 | 972/386-9067 North Texas Bells LLC |
| 2245 W Northwest Hwy | Dallas | TX | 75220 | 214/357-6511 K-Mac Enterprises Inc. |
| 4616 Frankford Road | Dallas | TX | 75287 | 972/735-0923 North Texas Bells LLC |
| 2802 E. Ledbetter Dr. | Dallas | TX | 75216 | 214/371-9028 FQSR LLC (dba KBP Foods) |
| 3001 N. Hampton Rd. | Dallas | TX | 75212 | 214/634-9541 Ampex Brands LLC |
| 8249 N Stemmons Fwy. | Dallas | TX | 75247 | 214/951-0950 K-Mac Enterprises Inc. |
| 2972 West Wheatland Road | Dallas | TX | 75237 | 972/572-7522 K-Mac Enterprises Inc. |
| 8001 Forest Lane | Dallas | TX | 75243 | 972/479-9900 Ampex Brands LLC |
| 17530 Marsh Lane | Dallas | TX | 75287 | 972/862-7440 North Texas Bells LLC |
| 8407 S Lancaster Rd | Dallas | TX | 75241 | 972/228-2220 K-Mac Enterprises Inc. |
| 4345 W Camp Wisdom Rd. | Dallas | TX | 75237 | 972/296-0165 K-Mac Enterprises Inc. |
| 11829 Abrams Road | Dallas | TX | 75243 | 214/575-6201 North Texas Bells LLC |
| 7110 Greenville Ave | Dallas | TX | 75231 | 214/696-1400 North Texas Bells LLC |
| 3470 Illinois Ave. | Dallas | TX | 75211 | 214/337-0600 K-Mac Enterprises Inc. |
| 1702 N. Cockrell Hill Rd. | Dallas | TX | 75212 | 214/951-7823 K-Mac Enterprises Inc. |
| 11702 Plano Rd. | Dallas | TX | 75243 | 214/221-5480 North Texas Bells LLC |
| 15208 Montfort Dr | Dallas | TX | 75254 | 972/918-3560 North Texas Bells LLC |
| 3636 Forest Lane | Dallas | TX | 75229 | 214/358-3243 North Texas Bells LLC |
| 4341 LEMMON AVE | Dallas | TX | 75219 | 214/443-7828 K-Mac Enterprises Inc. |
| 4717 Vista Wood Blvd. | Dallas | TX | 75232 | 214/376-3222 K-Mac Enterprises Inc. |

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| 800 W Business 380 | Decatur | TX | 76234 | 940/627-6411 Ball Industries Inc. |
| 1809 Veterans Blvd | Del Rio | TX | 78840 | 830/422-2468 Delect Foods Inc. |
| 900 S Austin Ave. | Denison | TX | 75020 | 903/463-5140 Kumar Management Corporation |
| 3420 W. FM 120 | Denison | TX | 75020 | 903/337-0086 Kumar Management Corporation |
| 1800 University Drive | Denton | TX | 76201 | 940/243-2142 K-Mac Enterprises Inc. |
| 2124 Sadau Ct. | Denton | TX | 76205 | 940/243-1348 North Texas Bells LLC |
| 681 Fort Worth Ave | Denton | TX | 76201 | 940/383-9862 North Texas Bells LLC |
| 5050 Teasley Lane | Denton | TX | 76210 | 940/898-0839 Southern Multifoods Inc. |
| 1011 W BELT LINE RD | Desoto | TX | 75115 | 972/223-2889 Kumar Management Corporation |
| 104 FM 517 Rd W | Dickinson | TX | 77539 | 281/337-5189 B & G Food Enterprises of Texa |
| 104 E Highway 290 | Dripping Springs | TX | 78620 | 512/858-0673 Tacala Austin Corp. |
| 1401 S Dumas | Dumas | TX | 79029 | 806/934-0221 Alvarado Concepts LLC |
| 323 S Cedar Ridge Drive | Duncanville | TX | 75116 | 972/298-6268 K-Mac Enterprises Inc. |
| 2127 E Garrison St | Eagle Pass | TX | 78852 | 830/773-9649 DDO-New Mexico LLC |
| 1430 East Main | Eastland | TX | 76448 | 254/631-0807 B & G Food Enterprises of Texa |
| 1804 W University Dr | Edinburg | TX | 78539 | 956/383-1005 Southern Multifoods Inc. |
| 1611 N. Mechanic St. | El Campo | TX | 77437 | 979/534-2141 Mas Restaurant Group LLC |
| 8830 North Loop Dr. | El Paso | TX | 79907 | 915/236-1647 SST Investments LLC |
| 1090 Highway 290 W | Elgin | TX | 78621 | 512/285-6638 Tacala Austin Corp. |
| 1107 E Ennis Avenue | Ennis | TX | 75119 | 972/875-0208 Southern Multifoods Inc. |
| 1201 W. Glade Rd. | Euless | TX | 76039 | 817/267-2480 Southern Multifoods Inc. |
| 474 Interstate 45 N | Fairfield | TX | 75840 | 903/389-3361 Southern Multifoods Inc. |
| 314 N. Interstate 45 | Ferris | TX | 75125 | 972/544-2156 Southern Multifoods Inc. |
| 19901 Highway 155 | Flint | TX | 75762 | 903/825-1946 R2 Restaurants Inc. |
| 931 10th Street | Floresville | TX | 78114 | 830/216-2266 Delect Foods Inc. |
| 2708 Flower Mound Road | Flower Mound | TX | 75028 | 972/724-0191 North Texas Bells LLC |
| 6040 Long Prairie Dr. | Flower Mound | TX | 75028 | 972/874-9352 K-Mac Enterprises Inc. |
| 748 Pinson Road | Forney | TX | 75126 | 972/552-9416 Southern Multifoods Inc. |
| 1304 N. U.S. Highway 285 | Fort Stockton | TX | 79735 | 432/299-0634 Ampex Brands West Texas LLC |
| 2824 N. Main St. | Fort Worth | TX | 76106 | 817/625-8313 Southern Multifoods Inc. |
| 1221 Oakland Blvd. | Fort Worth | TX | 76103 | 817/429-3919 Southern Multifoods Inc. |
| 1435 East Chase Parkway | Fort Worth | TX | 76120 | 817/277-3272 Kumar Management Corporation |
| 6040 S Hulen St | Fort Worth | TX | 76132 | 817/263-5083 Metroplex Multifoods Inc. |
| 900 West Weatherford Street | Fort Worth | TX | 76102 | 817/877-4884 Metroplex Multifoods Inc. |
| 1701 California Parkway | Fort Worth | TX | 76134 | 817/568-8994 Metroplex Multifoods Inc. |

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| 9180 Camp Bowie W | Fort Worth | TX | 76116 | 817/244-4966 Metroplex Multifoods Inc. |
| 5340 Blue Mound Rd | Fort Worth | TX | 76106 | 817/740-1221 Metroplex Multifoods Inc. |
| 3150 Sycamore School Rd. | Fort Worth | TX | 76133 | 817/423-8501 Metroplex Multifoods Inc. |
| 1060 N. Beach St. | Fort Worth | TX | 76111 | 817/834-1794 Southern Multifoods Inc. |
| 10800 South Freeway | Fort Worth | TX | 76140 | 817/293-2717 Metroplex Multifoods Inc. |
| 9616 White Settlement Road | Fort Worth | TX | 76108 | 817/367-0306 Southern Multifoods Inc. |
| 3801 Valentine St | Fort Worth | TX | 76107 | 817/735-8433 Metroplex Multifoods Inc. |
| 1913 W Berry St | Fort Worth | TX | 76110 | 817/927-0351 Metroplex Multifoods Inc. |
| 7200 N. Freeway | Fort Worth | TX | 76137 | 817/306-3533 Southern Multifoods Inc. |
| 5501 Sycamore School Rd | Fort Worth | TX | 76123 | 817/423-8144 Southern Multifoods Inc. |
| 4725 Golden Triangle Blvd | Fort Worth | TX | 76244 | 817/562-4030 Southern Multifoods Inc. |
| 209 East Parkwood | Friendswood | TX | 77546 | 281/996-9350 B & G Food Enterprises of Texa |
| 6929 S Preston Rd | Frisco | TX | 75034 | 972/712-5400 Ball Industries Inc. |
| 5359 Lebanon Rd | Frisco | TX | 75034 | 214/494-6298 R.W. Ball Inc. |
| 5656 Eldorado Parkway | Frisco | TX | 75033 | 469/362-6640 R.W. Ball Inc. |
| 601 Medal Of Honor Blvd | Gainesville | TX | 76240 | 940/612-3300 Ball Industries Inc. |
| 5701 Broadway | Galveston | TX | 77551 | 409/740-1616 B & G Food Enterprises of Texa |
| 1050 Northwest Hwy | Garland | TX | 75041 | 972/270-5115 North Texas Bells LLC |
| 3178 Lavon Dr. | Garland | TX | 75040 | 972/414-8410 North Texas Bells LLC |
| 502 S Garland Ave | Garland | TX | 75040 | 972/494-5062 North Texas Bells LLC |
| 5322 N Garland Ave | Garland | TX | 75040 | 972/495-5019 Southern Multifoods Inc. |
| 2318 S Hwy 36 | Gatesville | TX | 76528 | 254/248-1205 Tacala Austin Corp. |
| 1001 S Interstate 35 | Georgetown | TX | 78626 | 512/868-2368 Tacala Austin Corp. |
| 2941 Williams Drive | Georgetown | TX | 78626 | 512/868-6998 Tacala Austin Corp. |
| 2222 E Austin St | Giddings | TX | 78942 | 979/542-0006 Tacala Austin Corp. |
| 404 North Wood | Gilmer | TX | 75644 | 903/843-4377 Southern Multifoods Inc. |
| 1225 E. Sara Dewitt Drive | Gonzales | TX | 78629 | 830/519-4001 Delect Foods Inc. |
| 835 East Highway 377 | Granbury | TX | 76048 | 817/573-4166 Kumar Management Corporation |
| 381 W Highway 303 | Grand Prairie | TX | 75051 | 972/263-6061 Kumar Management Corporation |
| 3890 S Great Southwest Pkwy | Grand Prairie | TX | 75052 | 972/660-1020 Ball Industries Inc. |
| 728 E Main St | Grand Prairie | TX | 75050 | 972/266-8468 Kumar Management Corporation |
| 1134 William D. Tate Ave. | Grapevine | TX | 76051 | 817/421-5505 K-Mac Enterprises Inc. |
| 6605 Wesley Street | Greenville | TX | 75401 | 903/450-4232 Southern Multifoods Inc. |
| 4630 Twin City Hwy | Groves | TX | 77619 | 409/962-5669 Mas Restaurant Group LLC |
| 900 West Main | Gun Barrel City | TX | 75156 | 903/887-5167 Southern Multifoods Inc. |

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| 521 E. FM 2410 | Harker Heights | TX | 76548 | 254/680-3808 Tacala Austin Corp. |
| 402 Dixieland Rd | Harlingen | TX | 78552 | 956/425-8836 Southern Multifoods Inc. |
| 1518 Ed Carey Road | Harlingen | TX | 78550 | 956/440-0500 Southern Multifoods Inc. |
| 13050 NW Highway 287 | Haslet | TX | 76052 | 817/439-8198 Southern Multifoods Inc. |
| 12360 Leslie Road | Helotes | TX | 78023 | 210/695-9105 DDO1-Texas LLC |
| 2150 FM 1488 | Hempstead | TX | 77445 | 979/645-6190 B & G Food Enterprises of Texa |
| 300 Highway 79 South | Henderson | TX | 75654 | 903/657-7303 Southern Multifoods Inc. |
| 1200 W 1st St | Hereford | TX | 79045 | 806/363-1402 Gene H. Teters And Lores Teter |
| 2170 FM 407 | Highland Village | TX | 75077 | 972/317-1766 Rayan RE National Corporation |
| 300 I 35 Hwy NE | Hillsboro | TX | 76645 | 254/582-5920 Metroplex Multifoods Inc. |
| 303 US HIGHWAY 90 E | Hondo | TX | 78861 | 830/426-2371 Delect Foods Inc. |
| 7540 Bellfort St. | Houston | TX | 77061 | 713/643-5945 B & G Food Enterprises of Texa |
| 1817 S. Shepherd Dr. | Houston | TX | 77019 | 713/528-0054 Mas Restaurant Group LLC |
| 10906 Scarsdale Blvd #B | Houston | TX | 77089 | 281/484-8501 B & G Food Enterprises of Texa |
| 10 E Crosstimbers St. | Houston | TX | 77022 | 713/694-0189 Mas Restaurant Group LLC |
| 6907 Highway 6 South | Houston | TX | 77083 | 281/879-9882 Mas Restaurant Group LLC |
| 12025 Greenspoint Dr | Houston | TX | 77060 | 281/876-1200 Mas Restaurant Group LLC |
| 12543 Westheimer | Houston | TX | 77077 | 281/679-1899 Mas Restaurant Group LLC |
| 5600 Bellaire | Houston | TX | 77081 | 713/665-0356 Mas Restaurant Group LLC |
| 10615 Westheimer Rd. | Houston | TX | 77042 | 713/952-9422 B & G Food Enterprises of Texa |
| 1082 Edgebrook Dr | Houston | TX | 77034 | 713/941-3140 Mas Restaurant Group LLC |
| 14601 Memorial | Houston | TX | 77079 | 281/496-4840 Mas Restaurant Group LLC |
| 904 S. Wayside Dr. | Houston | TX | 77023 | 713/926-2179 B & G Food Enterprises of Texa |
| 5818 Richmond Avenue | Houston | TX | 77057 | 713/952-8581 Mas Restaurant Group LLC |
| 7506 Westheimer Rd. | Houston | TX | 77063 | 713/789-1972 Mas Restaurant Group LLC |
| 15797 Jfk Blvd | Houston | TX | 77032 | 281/590-5601 Mas Restaurant Group LLC |
| 7720 West Bellfort | Houston | TX | 77071 | 713/995-8267 Mas Restaurant Group LLC |
| 3034 Ella Blvd | Houston | TX | 77018 | 713/802-9794 Mas Restaurant Group LLC |
| 213 West Road @ I-45 | Houston | TX | 77038 | 281/820-6606 B & G Food Enterprises of Texa |
| 2245 West Holcombe Blvd | Houston | TX | 77030 | 713/661-8122 Mas Restaurant Group LLC |
| 14127 State Highway 249 | Houston | TX | 77086 | 281/931-8553 Delect Foods Inc. |
| 4317 Lockwood Drive | Houston | TX | 77026 | 346/250-4525 Tanweer Ahmed |
| 2475 South Highway 6 | Houston | TX | 77077 | 281/589-0791 Mas Restaurant Group LLC |
| 1223 Gessner Drive | Houston | TX | 77055 | 713/468-5311 Mas Restaurant Group LLC |
| 6436 Antoine Dr | Houston | TX | 77091 | 713/290-0994 Mas Restaurant Group LLC |

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| 919 Federal Rd | Houston | TX | 77015 | 713/453-2667 Delect Foods Inc. |
| 9922 Beechnut St | Houston | TX | 77036 | 713/272-9014 Delect Foods Inc. |
| 11110 Fuqua St | Houston | TX | 77089 | 281/464-3394 B & G Food Enterprises of Texa |
| 3155 S Loop West | Houston | TX | 77054 | 713/592-6777 Mas Restaurant Group LLC |
| 3720 Old Spanish Trail | Houston | TX | 77021 | 713/842-2137 Mas Restaurant Group LLC |
| 7904 Long Point Road | Houston | TX | 77055 | 713/464-6067 Delect Foods Inc. |
| 10006 Cypresswood Drive | Houston | TX | 77070 | 281/477-0722 Mas Restaurant Group LLC |
| 9011 W Sam Houston Parkway N | Houston | TX | 77064 | 281/890-2595 Delect Foods Inc. |
| 2701 Yale Street | Houston | TX | 77008 | 713/862-0289 Delect Foods Inc. |
| 1300 Gulfgate Center Mall | Houston | TX | 77087 | 713/649-6869 Delect Foods Inc. |
| 15255 Wallisville Rd. | Houston | TX | 77049 | 281/454-4974 B & G Food Enterprises of Texa |
| 17721 FM 529 Rd | Houston | TX | 77095 | 281/345-8197 B & G Food Enterprises of Texa |
| 2093 Taylor Street | Houston | TX | 77007 | 832/618-1406 B & G Food Enterprises of Texa |
| 3956 Little York Rd. | Houston | TX | 77093 | 281/227-3260 Mas Restaurant Group LLC |
| 5550 Orem Drive | Houston | TX | 77045 | 713/636-2516 Mas Restaurant Group LLC |
| 12351 FM 1960 West | Houston | TX | 77065 | 281/807-3602 B & G Food Enterprises of Texa |
| 10535 Bissonnet | Houston | TX | 77099 | 281/933-8224 Mas Restaurant Group LLC |
| 3356 Scott St | Houston | TX | 77004 | 713/658-9030 B & G Food Enterprises of Texa |
| 7422 South Sam Houston Pkwy W | Houston | TX | 77085 | 713/283-1573 Mas Restaurant Group LLC |
| 15740 North Freeway | Houston | TX | 77090 | 281/443-0969 Mas Restaurant Group LLC |
| 13002 Cutten Road | Houston | TX | 77066 | 281/895-0796 B & G Food Enterprises of Texa |
| 1484 Lockwood Drive | Houston | TX | 77020 | 713/672-5034 B & G Food Enterprises of Texa |
| 5211 34th Street | Houston | TX | 77092 | 713/316-9377 Mas Restaurant Group LLC |
| 22642 Morton Ranch Road | Houston | TX | 77449 | 281/347-3309 B & G Food Enterprises of Texa |
| 14329 E Sam Houston Parkway N | Houston | TX | 77044 | 281/458-3774 B & G Food Enterprises of Texa |
| 9601 Westheimer Rd | Houston | TX | 77063 | 713/782-1508 Mas Restaurant Group LLC |
| 9406 Cullen Boulevard Suite B | Houston | TX | 77051 | 713/264-0680 B & G Food Enterprises of Texa |
| 5425 Aldine Mail Rte. | Houston | TX | 77039 | 281/227-0340 Mas Restaurant Group LLC |
| 5849 S. Gessner Road | Houston | TX | 77036 | 346/299-1706 Mas Restaurant Group LLC |
| 1216 Barker Cypress | Houston | TX | 77084 | 346/322-0436 Mas Restaurant Group LLC |
| 13470 East Freeway | Houston | TX | 77015 | 713/470-6446 B & G Food Enterprises of Texa |
| 2930 Ft. Worth Highway | Hudson Oaks | TX | 76087 | 817/599-9311 Kumar Management Corporation |
| 10019 FM 1960 Bypass | Humble | TX | 77338 | 281/540-7420 B & G Food Enterprises of Texa |
| 3140 Fm 1960 W | Humble | TX | 77338 | 281/821-8612 Mas Restaurant Group LLC |
| 9639 N Sam Houston Pkwy E | Humble | TX | 77396 | 281/441-1277 B & G Food Enterprises of Texa |

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| 10811 Will Clayton Parkway | Humble | TX | 77338 | 281/319-4545 B & G Food Enterprises of Texa |
| 2103 Sam Houston | Huntsville | TX | 77340 | 936/295-6888 Tacala Austin Corp. |
| 129 Ih 45 South | Huntsville | TX | 77340 | 936/291-2997 Tacala Austin Corp. |
| 756 W Pipeline Rd | Hurst | TX | 76053 | 817/282-4542 Metroplex Multifoods Inc. |
| 600 Hwy 79 | Hutto | TX | 78634 | 512/846-2100 Tacala Austin Corp. |
| 2494 Hwy 361 | Ingleside | TX | 78362 | 361/775-0039 Southern Multifoods Inc. |
| 301 Southwest Access Roa | Iowa Park | TX | 76367 | 940/213-1574 North Texas Bells LLC |
| 801 S Belt Line Rd. | Irving | TX | 75060 | 972/986-2041 K-Mac Enterprises Inc. |
| 7990 N MacArthur Blvd | Irving | TX | 75063 | 972/373-9234 Ampex Brands LLC |
| 3255 Regent Blvd | Irving | TX | 75063 | 214/496-0371 North Texas Bells LLC |
| 100 L.R. Campbell Rd. | Italy | TX | 76651 | 972/483-1001 Kumar Management Corporation |
| 302 S Jackson Street | Jacksonville | TX | 75766 | 903/586-6090 Southern Multifoods Inc. |
| 475 East Gibson Street | Jasper | TX | 75951 | 409/489-0208 B & G Food Enterprises of Texa |
| 25109 Market Place Drive | Katy | TX | 77494 | 281/644-2599 B & G Food Enterprises of Texa |
| 6117 N. Fry Road | Katy | TX | 77449 | 281/858-5024 B & G Food Enterprises of Texa |
| 1800 South Washington | Kaufman | TX | 75142 | 972/932-8806 Kumar Management Corporation |
| 1941 S. Main St. | Keller | TX | 76248 | 817/431-1397 FQSR LLC (dba KBP Foods) |
| 340 N Sunset Strip St | Kenedy | TX | 78119 | 830/583-0606 Delect Foods Inc. |
| 725 Sidney Baker | Kerrville | TX | 78028 | 830/792-5525 DDO1-Texas LLC |
| 1000 US Hwy 259 North | Kilgore | TX | 75662 | 903/983-5208 Southern Multifoods Inc. |
| 1313 S Fort Hood | Killeen | TX | 76542 | 254/526-7618 Tacala Austin Corp. |
| 419 East Rancier | Killeen | TX | 76541 | 254/634-8883 Tacala Austin Corp. |
| 404 N Fort Hood St | Killeen | TX | 76541 | 254/526-2084 Tacala Austin Corp. |
| 4400 S. Clear Creek Rd | Killeen | TX | 76549 | 254/200-9815 Tacala Austin Corp. |
| 1807 S W S YOUNG DR | Killeen | TX | 76543 | 254/432-5972 Tacala Austin Corp. |
| 1318 W Stan Schlueter Loop | Killeen | TX | 76542 | 254/781-5259 Tacala Austin Corp. |
| 1005 South 14th Street | Kingsville | TX | 78363 | 361/592-1080 Southern Multifoods Inc. |
| 1710 Kingwood Drive | Kingwood | TX | 77339 | 281/358-0268 Mas Restaurant Group LLC |
| 24300 Eastex Frwy. | Kingwood | TX | 77339 | 281/358-0334 Mas Restaurant Group LLC |
| 20347 IH-35 | Kyle | TX | 78640 | 512/268-8888 Tacala Austin Corp. |
| 2201 West Highway 71 | La Grange | TX | 78945 | 979/968-3401 Tacala Austin Corp. |
| 3020 FM 1764 | La Marque | TX | 77568 | 409/978-2012 B & G Food Enterprises of Texa |
| 1502 Fairmont Pkwy | La Porte | TX | 77571 | 281/842-8422 B & G Food Enterprises of Texa |
| 14421 US Hwy 87 West | La Vernia | TX | 78121 | 830/779-5333 DDO1-Texas LLC |
| 4513 N IH 35 | Lacy Lakeview | TX | 76705 | 254/867-1667 Tacala Austin Corp. |

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| 207 West Hwy 332 | Lake Jackson | TX | 77566 | 979/297-9040 Mas Restaurant Group LLC |
| 6331 Lake Worth Blvd | Lake Worth | TX | 76135 | 817/237-1311 Metroplex Multifoods Inc. |
| 1703 Ranch Road 620 S | Lakeway | TX | 78734 | 512/263-0930 Tacala Austin Corp. |
| 802 North Lynn Avenue | Lamesa | TX | 79331 | 806/870-0011 J.P.M. Inc. |
| 908 South Key Ave | Lampasas | TX | 76550 | 512/556-8528 Tacala Austin Corp. |
| 526 North Interstate 35 East | Lancaster | TX | 75146 | 972/223-7705 Kumar Management Corporation |
| 2306 E Saunders | Laredo | TX | 78041 | 956/718-2645 Tacala Austin Corp. |
| 4309 San Bernardo | Laredo | TX | 78041 | 956/726-4936 Tacala Austin Corp. |
| 2455 Monarch Ste-105 | Laredo | TX | 78045 | 956/791-0900 Tacala Austin Corp. |
| 1755 W Main | League City | TX | 77573 | 281/332-1969 Mas Restaurant Group LLC |
| 2103 East Main Street | League City | TX | 77573 | 281/554-9585 B & G Food Enterprises of Texa |
| 2660 E League City Pkwy | League City | TX | 77573 | 281/334-1449 B & G Food Enterprises of Texa |
| 1545 US Hwy 183 | Leander | TX | 78641 | 512/528-0921 Tacala Austin Corp. |
| 11940 Hero Way West | Leander | TX | 78641 | 512/259-1088 Tacala Austin Corp. |
| 405 E. Hwy 114 | Levelland | TX | 79336 | 806/897-2277 J.P.M. Inc. |
| 855 W Main St | Lewisville | TX | 75067 | 972/436-7472 North Texas Bells LLC |
| 731 Hebron Parkway | Lewisville | TX | 75057 | 214/488-5591 North Texas Bells LLC |
| 1311 S State Highway 121 Business | Lewisville | TX | 75067 | 972/420-1478 North Texas Bells LLC |
| 1830 Highway 90 | Liberty | TX | 77575 | 936/336-6151 Mas Restaurant Group LLC |
| 3401 South Main Street | Lindale | TX | 75771 | 903/882-4335 R2 Restaurants Inc. |
| 2589 FM 423 | Little Elm | TX | 75068 | 469/362-6000 R.W. Ball Inc. |
| 1610 West Church | Livingston | TX | 77351 | 936/327-4166 Mas Restaurant Group LLC |
| 309 West Young Ave | Llano | TX | 78643 | 325/247-1376 Tacala Austin Corp. |
| 1400 S Colorado | Lockhart | TX | 78644 | 512/398-5438 Tacala Austin Corp. |
| 200 W. Marshall | Longview | TX | 75601 | 903/758-3316 Southern Multifoods Inc. |
| 3603 Estes Parkway | Longview | TX | 75602 | 903/753-6331 Southern Multifoods Inc. |
| 2553 Judson Road | Longview | TX | 75605 | 903/758-1910 Southern Multifoods Inc. |
| 1901 NW Loop | Longview | TX | 75604 | 903/297-1200 Southern Multifoods Inc. |
| 402 Ave Q | Lubbock | TX | 79401 | 806/687-7682 J.P.M. Inc. |
| 2408 82nd Street | Lubbock | TX | 79423 | 806/748-7346 J.P.M. Inc. |
| 5713 Fourth Street | Lubbock | TX | 79416 | 806/792-3890 J.P.M. Inc. |
| 4928 50th Street | Lubbock | TX | 79414 | 806/771-3133 J.P.M. Inc. |
| 6512 82nd St | Lubbock | TX | 79424 | 806/698-0709 J.P.M. Inc. |
| 5010 Milwaukee Ave | Lubbock | TX | 79407 | 806/993-0038 J.P.M. Inc. |
| 1905 50th Street | Lubbock | TX | 79412 | 806/993-2000 J.P.M. Inc. |

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| 9832 Slide Rd | Lubbock | TX | 79424 | 806/798-7513 J.P.M. Inc. |
| 216 S Timberland | Lufkin | TX | 75901 | 936/637-3745 Southern Multifoods Inc. |
| 2214 South First | Lufkin | TX | 75904 | 936/632-0035 Southern Multifoods Inc. |
| 239 S. Main St. | Lumberton | TX | 77657 | 409/755-2880 Mas Restaurant Group LLC |
| 19563IH 35 S | Lytle | TX | 78052 | 830/772-5770 DDO-New Mexico LLC |
| 2806 E Main St | Madisonville | TX | 77864 | 936/348-3389 North Texas Bells LLC |
| 32902 FM 2978 | Magnolia | TX | 77354 | 281/259-0490 B & G Food Enterprises of Texa |
| 17725 FM 1488 Road | Magnolia | TX | 77354 | 281/259-8133 Tanweer Ahmed |
| 11032 E US HWY 290 WB Unit 300 | Manor | TX | 78653 | 737/212-6558 Tacala Austin Corp. |
| 1101 Highway 287 N | Mansfield | TX | 76063 | 817/477-1983 Metroplex Multifoods Inc. |
| 17514 Highway 6 | Manvel | TX | 77578 | 281/489-2103 Mohammed Zakir Hossain |
| 1510 Highway 1431 | Marble Falls | TX | 78654 | 830/693-2345 Tacala Austin Corp. |
| 618 E End Blvd S | Marshall | TX | 75670 | 903/935-0207 Southern Multifoods Inc. |
| 420 S. 10th | McAllen | TX | 78501 | 956/994-0700 Southern Multifoods Inc. |
| 6617 North 10th Street | McAllen | TX | 78505 | 956/618-3775 Southern Multifoods Inc. |
| 404 N Central Expressway | McKinney | TX | 75070 | 972/562-0649 North Texas Bells LLC |
| 2920 W. Eldorado Parkway | McKinney | TX | 75070 | 214/548-4055 Ampex Brands LLC |
| 8658 Highway 121 | McKinney | TX | 75070 | 214/383-4624 North Texas Bells LLC |
| 320 N. Custer Rd. | McKinney | TX | 75070 | 972/540-6530 North Texas Bells LLC |
| 4980 W University Drive | McKinney | TX | 75071 | 214/491-4059 North Texas Bells LLC |
| 6101 El Dorado Parkway | McKinney | TX | 75070 | 214/592-0729 North Texas Bells LLC |
| 2641 Sam Rayburn Hwy | Melissa | TX | 75454 | 469/591-1667 North Texas Bells LLC |
| 405 North Ross Ave | Mexia | TX | 76667 | 254/562-6893 Tacala Austin Corp. |
| 4727 N. Midkiff Drive | Midland | TX | 79705 | 432/789-1521 Ampex Brands West Texas LLC |
| 1814 N. Midland Drive | Midland | TX | 79707 | 432/789-1522 Ampex Brands West Texas LLC |
| 631 E Main St | Midlothian | TX | 76065 | 972/775-1169 Metroplex Multifoods Inc. |
| 125 N E Loop 564 | Mineola | TX | 75773 | 903/569-6729 R2 Restaurants Inc. |
| 2203 E Hubbard St. | Mineral Wells | TX | 76067 | 940/468-2744 Kumar Management Corporation |
| 107 W Griffin Parkway | Mission | TX | 78572 | 956/424-3998 Southern Multifoods Inc. |
| 5511 Highway 6 | Missouri City | TX | 77459 | 281/208-1636 Mas Restaurant Group LLC |
| 9945 State Highway 6 | Missouri City | TX | 77459 | 281/431-2796 B & G Food Enterprises of Texa |
| 9521 Eagle Dr. | Mont Belvieu | TX | 77523 | 281/385-2111 Mas Restaurant Group LLC |
| 15255 W. Hwy 105 | Montgomery | TX | 77356 | 936/588-2025 Tacala Austin Corp. |
| 905 S Jefferson | Mount Pleasant | TX | 75455 | 903/572-3366 K-Mac Enterprises Inc. |
| 121 S. Murphy Road | Murphy | TX | 75094 | 972/422-0619 Metroplex Multifoods Inc. |

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| 1605 North St. | Nacogdoches | TX | 75965 | 936/560-2758 Southern Multifoods Inc. |
| 3805 South Street | Nacogdoches | TX | 75964 | 936/564-3535 Southern Multifoods Inc. |
| 2816 Hwy 365 | Nederland | TX | 77627 | 409/724-7290 Mas Restaurant Group LLC |
| 705 N. McCoy Boulevard | New Boston | TX | 75570 | 903/628-0741 FQSR LLC (dba KBP Foods) |
| 249 Loop 337 | New Braunfels | TX | 78130 | 830/625-0293 Tacala Austin Corp. |
| 1074 South Walnut Avenue | New Braunfels | TX | 78130 | 830/608-1500 Tacala Austin Corp. |
| 1838 State Hwy 46 | New Braunfels | TX | 78132 | 830/608-1586 Tacala Austin Corp. |
| 8389 Grapevine Hwy | North Richland Hills | TX | 76180 | 817/514-8403 Metroplex Multifoods Inc. |
| 3807 E 42nd St | Odessa | TX | 79762 | 432/614-6478 Ampex Brands West Texas LLC |
| 1713 N. County Road W. | Odessa | TX | 79763 | 432/614-0874 Ampex Brands West Texas LLC |
| 2901 16th Street | Orange | TX | 77630 | 409/219-7811 Mas Restaurant Group LLC |
| 7243 I-10 | Orange | TX | 77630 | 409/405-4027 Mas Restaurant Group LLC |
| 2104 Crockett | Palestine | TX | 75801 | 903/729-8034 Southern Multifoods Inc. |
| 1002 N Hobart St | Pampa | TX | 79065 | 806/665-0601 Alvarado Concepts LLC |
| 3922 Lamar Ave. | Paris | TX | 75462 | 903/785-7731 Southern Multifoods Inc. |
| 3816 Red Bluff Rd | Pasadena | TX | 77503 | 713/472-5505 Mas Restaurant Group LLC |
| 120 Pasadena Blvd | Pasadena | TX | 77506 | 713/472-8721 Mas Restaurant Group LLC |
| 3202 Spencer Hwy | Pasadena | TX | 77504 | 713/941-3119 B & G Food Enterprises of Texa |
| 302 Southmore Ave. | Pasadena | TX | 77502 | 713/472-5513 B & G Food Enterprises of Texa |
| 4000 Pansy Rd. | Pasadena | TX | 77505 | 281/991-1583 Mas Restaurant Group LLC |
| 2110 North Main | Pearland | TX | 77581 | 281/997-8960 Mas Restaurant Group LLC |
| 10034 Broadway Street | Pearland | TX | 77584 | 713/436-5311 Delect Foods Inc. |
| 11623 Shadowcreek Parkway | Pearland | TX | 77584 | 713/340-0936 Mas Restaurant Group LLC |
| 1310 Broadway St. | Pearland | TX | 77581 | 281/996-7731 B & G Food Enterprises of Texa |
| 1605 West Pecan Street | Pflugerville | TX | 78660 | 512/989-2562 Tacala Austin Corp. |
| 1712 FM 685 | Pflugerville | TX | 78660 | 512/252-8855 Tacala Austin Corp. |
| 101 East Nolana Loop | Pharr | TX | 78577 | 956/782-1940 Southern Multifoods Inc. |
| 911 N I-27 | Plainview | TX | 79072 | 806/296-6228 Texas Tacos Inc. |
| 150 W. Parker Rd. | Plano | TX | 75075 | 972/423-0036 North Texas Bells LLC |
| 1020 Preston Rd | Plano | TX | 75093 | 972/985-8964 North Texas Bells LLC |
| 7020 Coit Road | Plano | TX | 75025 | 972/618-3730 K-Mac Enterprises Inc. |
| 8613 Ohio Drive | Plano | TX | 75024 | 972/731-0548 North Texas Bells LLC |
| 1340 Jupiter Rd | Plano | TX | 75074 | 214/473-8415 North Texas Bells LLC |
| 401 Coit Road | Plano | TX | 75075 | 469/626-0207 Ampex Brands LLC |
| 2052 W Oaklawn Rd. | Pleasanton | TX | 78064 | 830/569-8055 Delect Foods Inc. |

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| 1043 US Highway 181 | Portland | TX | 78374 | 361/643-6898 Southern Multifoods Inc. |
| 705 East Princeton Drive | Princeton | TX | 75407 | 972/736-2778 Southern Multifoods Inc. |
| 614 E. Quinlan Parkway | Quinlan | TX | 75474 | 903/356-0274 Southern Multifoods Inc. |
| 410 N I35 Service Rd | Red Oak | TX | 75154 | 972/515-8096 Kumar Management Corporation |
| 517 W Arapaho Rd. | Richardson | TX | 75080 | 972/783-6442 North Texas Bells LLC |
| 1606 E Belt Line Rd. | Richardson | TX | 75081 | 972/783-4689 North Texas Bells LLC |
| 20440 SW Freeway | Richmond | TX | 77469 | 281/342-4444 Mas Restaurant Group LLC |
| 7967 Grand Parkway | Richmond | TX | 77407 | 281/762-0501 Mas Restaurant Group LLC |
| 8030 FM 1464 | Richmond | TX | 77407 | 281/302-6147 Mas Restaurant Group LLC |
| 26628 FM 1093 | Richmond | TX | 77406 | 346/762-4346 B & G Food Enterprises of Texa |
| 4147 East Highway 83 | Rio Grande City | TX | 78582 | 956/487-8494 Southern Multifoods Inc. |
| 5304 River Oaks Blvd | River Oaks | TX | 76114 | 817/763-5072 Southern Multifoods Inc. |
| 702 East Highway 114 | Roanoke | TX | 76262 | 817/491-8530 Metroplex Multifoods Inc. |
| 1601 Highway 35 N | Rockport | TX | 78382 | 361/729-9464 Southern Multifoods Inc. |
| 2815 Ridge Road | Rockwall | TX | 75032 | 972/772-1955 Southern Multifoods Inc. |
| 3408 1st Street | Rosenberg | TX | 77471 | 281/341-9292 Mas Restaurant Group LLC |
| 3802 FM 762 | Rosenberg | TX | 77469 | 832/595-1734 Mas Restaurant Group LLC |
| 1108 N Interstate 35 | Round Rock | TX | 78681 | 512/244-1264 Tacala Austin Corp. |
| 1775 A.W. Grimes Boulevard | Round Rock | TX | 78664 | 512/255-9841 Tacala Austin Corp. |
| 2010 East Palm Valley Blvd | Round Rock | TX | 78664 | 512/388-8957 Tacala Austin Corp. |
| 4301 Sunrise Rd | Round Rock | TX | 78665 | 512/310-8191 Tacala Austin Corp. |
| 5402 Rowlett Road | Rowlett | TX | 75088 | 972/475-7092 North Texas Bells LLC |
| 6606 Dalrock Rd. | Rowlett | TX | 75089 | 972/463-8438 Metroplex Multifoods Inc. |
| 115 E. Highway 30 | Royse City | TX | 75189 | 972/635-2044 Southern Multifoods Inc. |
| 1207 N Dickinson Dr. | Rusk | TX | 75785 | 903/683-6472 Southern Multifoods Inc. |
| 1117 North Saginaw Blvd | Saginaw | TX | 76179 | 682/286-9269 Metroplex Multifoods Inc. |
| 1901 N Bryant | San Angelo | TX | 76903 | 325/659-8741 DDO-New Mexico LLC |
| 3444 Sherwood Way | San Angelo | TX | 76901 | 325/949-0216 DDO-New Mexico LLC |
| 1701 Knickerbocker Road | San Angelo | TX | 76904 | 325/947-1706 DDO-New Mexico LLC |
| 1504 Pulliam | San Angelo | TX | 76903 | 325/653-3501 DDO-New Mexico LLC |
| 8288 Marbach Rd | San Antonio | TX | 78227 | 210/686-5885 DDO1-Texas LLC |
| 6815 Bandera Rd | San Antonio | TX | 78238 | 210/647-7309 DDO1-Texas LLC |
| 6807 Military Drive W. | San Antonio | TX | 78227 | 210/591-0650 DDO1-Texas LLC |
| 2501 Babcock Rd | San Antonio | TX | 78229 | 210/526-9009 DDO1-Texas LLC |
| 3006 SW Military Dr | San Antonio | TX | 78224 | 210/928-9049 DDO1-Texas LLC |

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| 9300 Wurzbach Rd | San Antonio | TX | 78240 | 210/686-5902 DDO1-Texas LLC |
| 5211 De Zavala | San Antonio | TX | 78249 | 210/591-0696 DDO1-Texas LLC |
| 1602 Loop 1604 E. | San Antonio | TX | 78232 | 210/591-0658 DDO1-Texas LLC |
| 8727 Perrin Beitel | San Antonio | TX | 78217 | 210/591-0642 DDO1-Texas LLC |
| 6635 FM 78 | San Antonio | TX | 78244 | 210/251-2973 DDO1-Texas LLC |
| 5315 Rigsby Avenue | San Antonio | TX | 78222 | 210/648-0352 DDO1-Texas LLC |
| 1770 S Gen McMullen Dr | San Antonio | TX | 78237 | 210/591-0715 DDO1-Texas LLC |
| 2110 Goliad Rd | San Antonio | TX | 78223 | 210/591-0699 DDO1-Texas LLC |
| 2907 Thousand Oaks Drive | San Antonio | TX | 78247 | 210/591-0621 DDO1-Texas LLC |
| 6808 NW Loop 410 | San Antonio | TX | 78238 | 210/248-9527 DDO1-Texas LLC |
| 7009 San Pedro Avenue | San Antonio | TX | 78216 | 210/591-0679 DDO1-Texas LLC |
| 12050 Blanco Road | San Antonio | TX | 78216 | 210/591-0601 DDO1-Texas LLC |
| 14076 Nacogdoches Road | San Antonio | TX | 78247 | 210/653-8814 DDO1-Texas LLC |
| 414 SW Military Dr | San Antonio | TX | 78221 | 210/923-3224 DDO1-Texas LLC |
| 11215 Culebra Rd. | San Antonio | TX | 78254 | 210/688-9933 DDO1-Texas LLC |
| 1327 Austin Highway | San Antonio | TX | 78209 | 210/824-1579 DDO-New Mexico LLC |
| 11238 Portrancro Rd | San Antonio | TX | 78253 | 210/679-0121 DDO1-Texas LLC |
| 4714 Rittiman Rd | San Antonio | TX | 78218 | 210/666-2636 DDO1-Texas LLC |
| 615 San Pedro Ave. | San Antonio | TX | 78212 | 210/225-7777 DDO-New Mexico LLC |
| 8040 Pat Booker | San Antonio | TX | 78233 | 210/590-8713 DDO1-Texas LLC |
| 17822 Bulverde Road | San Antonio | TX | 78259 | 210/404-1111 DDO-New Mexico LLC |
| 7323 N LOOP 1604 W | San Antonio | TX | 78249 | 210/372-9757 DDO1-Texas LLC |
| 21118 N. US Hwy 281 | San Antonio | TX | 78259 | 210/481-9925 DDO-New Mexico LLC |
| 923 Bandera Rd. | San Antonio | TX | 78228 | 210/432-2825 DDO-New Mexico LLC |
| 319 Valley HI Drive | San Antonio | TX | 78227 | 210/276-0528 DDO1-Texas LLC |
| 9315 Portrancro Road | San Antonio | TX | 78227 | 210/267-8798 DDO1-Texas LLC |
| 722 Seguin Street | San Antonio | TX | 78208 | 210/314-7537 DDO1-Texas LLC |
| 5318 W WALZEM RD | San Antonio | TX | 78218 | 210/616-2519 DDO1-Texas LLC |
| 6938 N. Loop 1604 E | San Antonio | TX | 78247 | 210/640-2413 DDO1-Texas LLC |
| 11461 Perrin Beitel | San Antonio | TX | 78217 | 210/650-1812 DDO-New Mexico LLC |
| 6322 Old Pearsall Road | San Antonio | TX | 78242 | 210/623-1613 DDO1-Texas LLC |
| 11711 O'Connor Road | San Antonio | TX | 78233 | 210/590-1880 DDO1-Texas LLC |
| 3906 S New Braunfels Ave | San Antonio | TX | 78223 | 210/729-6496 DDO1-Texas LLC |
| 12538 SW Loop 410 | San Antonio | TX | 78224 | 210/314-1101 DDO1-Texas LLC |
| 9263 Culebra Ave | San Antonio | TX | 78251 | 210/890-1370 DDO1-Texas LLC |

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| 4007 IH 35 S | San Marcos | TX | 78666 | 737/248-1813 Tacala Austin Corp. |
| 101 University Dr | San Marcos | TX | 78666 | 512/212-4550 DDO1-Texas LLC |
| 700 Stemmons Road | Sanger | TX | 76266 | 940/458-6600 K-Mac Enterprises Inc. |
| 17397 IH 35 North | Schertz | TX | 78154 | 210/591-0623 DDO1-Texas LLC |
| 550 E Malloy Bridge Rd | Seagoville | TX | 75159 | 972/287-2270 Metroplex Multifoods Inc. |
| 1494 East Court | Seguin | TX | 78155 | 830/372-2710 Tacala Austin Corp. |
| 1201 Hobbs Highway | Seminole | TX | 79360 | 432/758-0099 J.P.M. Inc. |
| 1629 N Main St | Shamrock | TX | 79079 | 806/256-5078 Garrison QSR LLC |
| 1800 Texoma Parkway | Sherman | TX | 75090 | 903/891-7257 Kumar Management Corporation |
| 4214 N. Highway 75 | Sherman | TX | 75090 | 903/893-9824 K-Mac Enterprises Inc. |
| 815 Highway 96 S. | Silsbee | TX | 77656 | 409/385-4961 Delect Foods Inc. |
| 4508 College Ave | Snyder | TX | 79549 | 325/573-0068 Alvarado Concepts LLC |
| 101 North Kimball Avenue | Southlake | TX | 76092 | 817/778-4765 Ampex Brands LLC |
| 7139 Louetta Rd. | Spring | TX | 77379 | 281/376-6835 B & G Food Enterprises of Texa |
| 8919 Spring Cypress Rd. | Spring | TX | 77379 | 832/717-4433 B & G Food Enterprises of Texa |
| 2681 Rayford Rd | Spring | TX | 77386 | 281/298-7514 Mas Restaurant Group LLC |
| 28785 Birnham Woods Dr. | Spring | TX | 77386 | 281/288-9336 Mas Restaurant Group LLC |
| 20232 Champion Forest Drive | Spring | TX | 77379 | 832/717-0584 B & G Food Enterprises of Texa |
| 2769 W Washington Blvd | Stephenville | TX | 76401 | 254/965-4312 Southern Multifoods Inc. |
| 3453 Hwy 6 South | Sugar Land | TX | 77478 | 281/265-7700 B & G Food Enterprises of Texa |
| 4950 Highway 90A | Sugar Land | TX | 77498 | 281/494-5321 Delect Foods Inc. |
| 11719 Hwy 6 South | Sugar Land | TX | 77498 | 281/494-4684 Mas Restaurant Group LLC |
| 13325 University Blvd. | Sugar Land | TX | 77479 | 281/491-4329 B & G Food Enterprises of Texa |
| 1338 S. Broadway | Sulphur Springs | TX | 75482 | 903/439-6067 Southern Multifoods Inc. |
| 206 S E Georgia Avenue | Sweetwater | TX | 79556 | 325/235-3888 B & G Food Enterprises of Texa |
| 2009 North Main Street | Taylor | TX | 76574 | 512/365-5925 Tacala Austin Corp. |
| 1508 W Adams Ave | Temple | TX | 76504 | 254/773-6666 Tacala Austin Corp. |
| 1201 SW H K Dodgen Loop | Temple | TX | 76502 | 254/773-0011 Tacala Austin Corp. |
| 6820 W. Adams Avenue | Temple | TX | 76502 | 254/771-4104 Tacala Austin Corp. |
| 4331 N. General Bruce Dr. | Temple | TX | 76501 | 254/207-0039 Tacala Austin Corp. |
| 604 W Moore St | Terrell | TX | 75160 | 972/563-8631 Southern Multifoods Inc. |
| 1609 New Boston Rd | Texarkana | TX | 75501 | 903/794-2900 K-Mac Enterprises Inc. |
| 5021 N. Stateline Road | Texarkana | TX | 75503 | 903/794-0358 K-Mac Enterprises Inc. |
| 3820 St. Michael Drive | Texarkana | TX | 75503 | 903/838-7368 K-Mac Enterprises Inc. |
| 4507 West 7th Street | Texarkana | TX | 75501 | 903/831-6741 K-Mac Enterprises Inc. |

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| 5005 Main Street | The Colony | TX | 75056 | 972/625-6978 North Texas Bells LLC |
| 3561 Plano Parkway | The Colony | TX | 75056 | 214/469-1946 North Texas Bells LLC |
| 4490 Panther Creek Pne | The Woodlands | TX | 77381 | 281/363-9707 B & G Food Enterprises of Texa |
| 3103 College Park Drive | The Woodlands | TX | 77384 | 936/271-3608 B & G Food Enterprises of Texa |
| 9945 Six Pines Dr | The Woodlands | TX | 77380 | 281/465-8295 B & G Food Enterprises of Texa |
| 2611 Gentry Parkway | Tyler | TX | 75702 | 903/597-1766 R2 Restaurants Inc. |
| 3825 Troup Highway | Tyler | TX | 75703 | 903/581-1436 R2 Restaurants Inc. |
| 500 S Southwest Loop 323 | Tyler | TX | 75701 | 903/597-9244 R2 Restaurants Inc. |
| 3808 S Broadway Ave | Tyler | TX | 75701 | 903/534-1469 R2 Restaurants Inc. |
| 2760 E 5Th St. | Tyler | TX | 75701 | 903/592-6391 R2 Restaurants Inc. |
| 7425 S. Broadway | Tyler | TX | 75703 | 903/939-1873 R2 Restaurants Inc. |
| 5978 Old Jacksonville Hwy | Tyler | TX | 75703 | 903/939-0938 R2 Restaurants Inc. |
| 213 Pat Booker Rd | Universal City | TX | 78148 | 210/591-0708 DDO1-Texas LLC |
| 514 E Main | Uvalde | TX | 78801 | 830/278-8360 Tacala Austin Corp. |
| 4112 Hillcrest Plaza | Vernon | TX | 76384 | 940/553-1987 Garrison QSR LLC |
| 7902 North Navarro St | Victoria | TX | 77901 | 361/582-4400 Southern Multifoods Inc. |
| 1602 N NAVARRO ST | Victoria | TX | 77901 | 361/576-9380 Southern Multifoods Inc. |
| 455 N Main St | Vidor | TX | 77662 | 409/769-5002 Mas Restaurant Group LLC |
| 500 Cleveland | Waco | TX | 76706 | 254/752-1131 Tacala Austin Corp. |
| 120 North Valley Mills Drive | Waco | TX | 76710 | 254/772-2845 Tacala Austin Corp. |
| 1101 Hewitt Drive | Waco | TX | 76712 | 254/420-1585 Tacala Austin Corp. |
| 1515 N. Valley Mills Drive | Waco | TX | 76710 | 254/751-9822 Tacala Austin Corp. |
| 9520 China Springs Road | Waco | TX | 76708 | 254/265-7493 Tacala Austin Corp. |
| 602 N Highway 77 | Waxahachie | TX | 75165 | 972/937-5001 Kumar Management Corporation |
| 1814 South Main Street | Weatherford | TX | 76086 | 817/594-4295 Kumar Management Corporation |
| 18327 Gulf Freeway | Webster | TX | 77598 | 281/990-8031 B & G Food Enterprises of Texa |
| 1006 North Texas Street | Weslaco | TX | 78596 | 956/447-1433 Southern Multifoods Inc. |
| 107 East Highway 80 | White Oak | TX | 75693 | 903/297-7900 Southern Multifoods Inc. |
| 2512 Kemp Blvd | Wichita Falls | TX | 76309 | 682/258-0683 North Texas Bells LLC |
| 2810 Central Freeway | Wichita Falls | TX | 76306 | 940/851-0900 Rayan RM National Corporation |
| 2803 SW Parkway | Wichita Falls | TX | 76308 | 940/691-0533 North Texas Bells LLC |
| 4600 Bel-Air Blvd | Wichita Falls | TX | 76310 | 940/689-0856 North Texas Bells LLC |
| 1415 Southwest Parkway | Wichita Falls | TX | 76302 | 940/285-5512 North Texas Bells LLC |
| 803 W Montgomery St | Willis | TX | 77378 | 936/890-9300 Tacala Austin Corp. |
| 14940 Fm 1663 | Winnie | TX | 77665 | 409/296-4422 Mas Restaurant Group LLC |

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| 1601 FM 544 | Wylie | TX | 75098 | 972/429-5688 Metroplex Multifoods Inc. |
| 633 S 500 E | American Fork | UT | 84003 | 801/492-9000 DDO-Utah LLC |
| 509 West 500 South | Bountiful | UT | 84010 | 801/295-6976 Source Foods Inc. |
| 775 West 200 North | Cedar City | UT | 84720 | 435/586-4445 DDO-Utah LLC |
| 311 North Frontage Road | Centerville | UT | 84014 | 801/292-7972 Golden Spike Restaurants LLC |
| 632 N Main St | Clearfield | UT | 84015 | 801/776-3990 Golden Spike Restaurants LLC |
| 1667 North 2000 West | Clinton | UT | 84015 | 801/825-3114 Golden Spike Restaurants LLC |
| 1287 East Draper Parkway | Draper | UT | 84020 | 801/553-9944 DDO-Utah LLC |
| 1797 W 2700 N | Farr West | UT | 84404 | 801/782-4123 Golden Spike Restaurants LLC |
| 884 South Main | Heber City | UT | 84032 | 435/657-2333 Source Foods Inc. |
| 5088 W 13400 South | Herriman | UT | 84096 | 801/254-9132 DDO-Utah LLC |
| 371 West State | Hurricane | UT | 84737 | 435/635-5676 DDO-Utah LLC |
| 5534 West 6200 South | Kearns | UT | 84118 | 801/969-3529 Golden Spike Restaurants LLC |
| 885 N Main St | Layton | UT | 84041 | 801/546-6117 Golden Spike Restaurants LLC |
| 1180 East Hwy 193 | Layton | UT | 84040 | 801/771-0228 Golden Spike Restaurants LLC |
| 1300 E. State Street | Lehi | UT | 84043 | 801/766-1826 DDO-Utah LLC |
| 2190 W. Stockton Lane | Lehi | UT | 84043 | 801/303-3699 DDO-Utah LLC |
| 5751 N State St | Lindon | UT | 84042 | 801/785-1029 DDO-Utah LLC |
| 1500 N Main St | Logan | UT | 84321 | 435/752-5856 Golden Spike Restaurants LLC |
| 1130 South 100 West | Logan | UT | 84321 | 435/363-9241 Golden Spike Restaurants LLC |
| 3545 South 8400 West | Magna | UT | 84044 | 801/250-5499 Golden Spike Restaurants LLC |
| 4312 Harrison Blvd | Ogden | UT | 84403 | 801/627-3416 Golden Spike Restaurants LLC |
| 365 East 12th Street | Ogden | UT | 84404 | 801/394-5536 Golden Spike Restaurants LLC |
| 1130 West 800 North | Orem | UT | 84057 | 801/225-4007 DDO-Utah LLC |
| 195 West Center Street | Orem | UT | 84058 | 801/226-4268 DDO-Utah LLC |
| 6542 N Landmark Dr | Park City | UT | 84098 | 435/649-0272 Golden Spike Restaurants LLC |
| 837 Turf Farm Rd. | Payson | UT | 84651 | 801/465-6952 DDO-Utah LLC |
| 9968 N 4800 W | Pleasant Grove | UT | 84062 | 385/269-2409 DDO-Utah LLC |
| 120 N. Carbonville Road | Price | UT | 84501 | 435/636-8184 DDO-Utah LLC |
| 899 S University Ave | Provo | UT | 84601 | 801/375-8343 DDO-Utah LLC |
| 1244 N Freedom Blvd | Provo | UT | 84604 | 801/377-7080 DDO-Utah LLC |
| 433 N 900 E | Provo | UT | 84606 | 801/343-3594 DDO-Utah LLC |
| 950 W. 1250 South | Richfield | UT | 84701 | 435/896-8915 Source Foods Inc. |
| 2080 W. 12600 South | Riverton | UT | 84065 | 801/987-8582 DDO-Utah LLC |
| 895 E 200 N | Roosevelt | UT | 84066 | 435/722-3116 DDO-Utah LLC |

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| 5641 S 1900 W | Roy | UT | 84067 | 801/773-1919 Golden Spike Restaurants LLC |
| 610 East St George Blvd | Saint George | UT | 84770 | 435/673-4400 DDO-Utah LLC |
| 1418 West Sunset Blvd | Saint George | UT | 84770 | 435/674-2314 DDO-Utah LLC |
| 2725 Red Cliffs Dr | Saint George | UT | 84790 | 435/627-0550 DDO-Utah LLC |
| 1962 Fort Union Blvd | Salt Lake City | UT | 84121 | 801/943-2491 Golden Spike Restaurants LLC |
| 3197 West 5400 South | Salt Lake City | UT | 84118 | 801/964-0505 Source Foods Inc. |
| 10 E 3300 S | Salt Lake City | UT | 84115 | 801/466-0365 Golden Spike Restaurants LLC |
| 1758 West North Temple | Salt Lake City | UT | 84116 | 801/532-6880 Golden Spike Restaurants LLC |
| 621 East 400 South | Salt Lake City | UT | 84102 | 801/328-4499 Golden Spike Restaurants LLC |
| 2212 S 1300 E | Salt Lake City | UT | 84106 | 801/467-9727 Golden Spike Restaurants LLC |
| 2450 S Redwood Rd | Salt Lake City | UT | 84119 | 801/973-9678 Source Foods Inc. |
| 2930 E 3300 S | Salt Lake City | UT | 84109 | 801/484-3363 Source Foods Inc. |
| 9308 South 700 East | Sandy | UT | 84070 | 801/562-9520 Golden Spike Restaurants LLC |
| 10635 South State Street | Sandy | UT | 84070 | 385/645-6111 Golden Spike Restaurants LLC |
| 27 W. Crossroads Blvd | Saratoga Springs | UT | 84045 | 385/345-3760 DDO-Utah LLC |
| 11456 S. District Drive | South Jordan | UT | 84095 | 801/727-8251 DDO-Utah LLC |
| 915 North Main Street | Spanish Fork | UT | 84660 | 801/798-8849 DDO-Utah LLC |
| 287 North Main | Springville | UT | 84663 | 801/491-9286 DDO-Utah LLC |
| 1680 W 400 S | Springville | UT | 84663 | 385/327-0067 DDO-Utah LLC |
| 737 N Main | Tooele | UT | 84074 | 435/882-7887 Source Foods Inc. |
| 898 West Hwy 40 | Vernal | UT | 84078 | 435/781-1812 DDO-Utah LLC |
| 1649 W 9000 South | West Jordan | UT | 84088 | 801/255-0199 Source Foods Inc. |
| 1685 West 7000 South | West Jordan | UT | 84084 | 801/568-7080 Golden Spike Restaurants LLC |
| 3447 South 5600 West | West Valley City | UT | 84120 | 801/968-0800 Golden Spike Restaurants LLC |
| 3475 West 3500 South | West Valley City | UT | 84119 | 801/963-6750 Golden Spike Restaurants LLC |
| 495 Cummings St | Abingdon | VA | 24210 | 276/676-3113 Tacala Tennessee Corp. |
| 8652 Richmond Hwy | Alexandria | VA | 22309 | 703/360-3663 Virginia Restaurants LLC |
| 5890 Kingstowne Center | Alexandria | VA | 22315 | 703/921-9301 MITRA QSR KNE LLC |
| 7230 Richmond Hwy | Alexandria | VA | 22306 | 703/765-1249 Virginia Restaurants LLC |
| 165 Clarion Road | Altavista | VA | 24517 | 434/309-1723 Charter Foods Inc. |
| 7450 Little River Turnpike | Annandale | VA | 22003 | 703/256-2086 MITRA QSR KNE LLC |
| 7730 Richmond Highway | Appomattox | VA | 24522 | 434/352-7492 BurgerBusters XI LLC |
| 4923 Lee Hwy | Arlington | VA | 22207 | 703/525-2015 Virginia Restaurants LLC |
| 43951 Farmwell Hunt Plaza | Ashburn | VA | 20147 | 703/723-8801 MITRA QSR KNE LLC |
| 43230 Southern Walk Plaza | Ashburn | VA | 20148 | 703/729-1263 CM AND DOM LLC |

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| 44855 Lakeview Overlook Plaza | Ashburn | VA | 20147 | 703/729-7197 Virginia Restaurants LLC |
| 804 England Street | Ashland | VA | 23005 | 804/798-0635 BurgerBusters IV L.L.C. |
| 10255 Washington Highway | Ashland | VA | 23005 | 804/299-3614 BurgerBusters VIII L.L.C. |
| 1001 Independence Blvd | Bedford | VA | 24523 | 540/586-1199 BurgerBusters XI LLC |
| 608 N Main St | Blacksburg | VA | 24060 | 540/552-6169 BurgerBusters XI LLC |
| 3951 College Ave | Bluefield | VA | 24605 | 276/322-1303 Charter Central LLC |
| 3130 Lee Hwy | Bristol | VA | 24201 | 276/466-2270 Tacala Tennessee Corp. |
| 5661 Burke Centre Parkway | Burke | VA | 22015 | 703/239-0049 MUY Brands LLC |
| 9402 Old Burke Lake Rd. | Burke | VA | 22015 | 703/764-8882 MITRA QSR KNE LLC |
| 13800 Metrotech Drive | Chantilly | VA | 20151 | 703/817-9720 CM AND DOM LLC |
| 4418 Chantilly Place | Chantilly | VA | 20151 | 703/263-2034 CM AND DOM LLC |
| 140 River Bend Dr | Charlottesville | VA | 22901 | 434/296-7647 BurgerBusters Inc. |
| 820 Gardens Blvd | Charlottesville | VA | 22901 | 434/974-1344 BurgerBusters Inc. |
| 1158 5th Street S.W. | Charlottesville | VA | 22902 | 434/295-9185 BurgerBusters Inc. |
| 801 Emmet St. N. | Charlottesville | VA | 22903 | 434/979-9074 BurgerBusters Inc. |
| 2212 S. Military Hwy. | Chesapeake | VA | 23320 | 757/543-1939 FQSR LLC (dba KBP Foods) |
| 139 Battlefield Blvd. S | Chesapeake | VA | 23322 | 757/482-2088 FQSR LLC (dba KBP Foods) |
| 628 Grassfield Pkwy | Chesapeake | VA | 23322 | 757/312-9786 Mid Atlantic Taco LLC |
| 115 Hillcrest Parkway | Chesapeake | VA | 23322 | 757/204-7944 BurgerBusters VIII L.L.C. |
| 12820 Jefferson Davis Hwy | Chester | VA | 23831 | 804/768-6106 Mykonos Restaurants LLC |
| 630 E. Hundred Rd | Chester | VA | 23836 | 804/571-6017 BurgerBusters VIII L.L.C. |
| 6541 Centralia Road | Chesterfield | VA | 23832 | 804/748-0712 BurgerBusters IV L.L.C. |
| 153 Highway 107 | Chilhowie | VA | 24319 | 276/521-0299 Tacala Tennessee Corp. |
| 2500 Market St | Christiansburg | VA | 24073 | 540/381-0641 BurgerBusters XI LLC |
| 5204 Dickenson Highway | Clintwood | VA | 24228 | 276/865-1055 Charter Foods Inc. |
| 3544 Virginia Ave | Collinsville | VA | 24078 | 276/647-1136 BurgerBusters XI LLC |
| 628 Southpark Blvd | Colonial Heights | VA | 23834 | 804/526-1604 BurgerBusters Inc. |
| 425 Charles H Dimmock Pkwy | Colonial Heights | VA | 23834 | 804/805-9010 BurgerBusters VIII L.L.C. |
| 812 E. Madison Street | Covington | VA | 24426 | 540/965-6519 Charter Central LLC |
| 559 James Madison Hwy | Culpeper | VA | 22701 | 540/825-4035 BurgerBusters Inc. |
| 3035 Riverside Dr | Danville | VA | 24541 | 434/793-8275 BurgerBusters XI LLC |
| 1208 Piney Forest Road | Danville | VA | 24540 | 434/836-8345 BurgerBusters XI LLC |
| TBD Cleburne Ave | Dublin | VA | 24084 | BurgerBusters VIII L.L.C. |
| 172 Dumfries Ave | Dumfries | VA | 22026 | 703/441-1784 MUY Brands LLC |
| 107 Cloverleaf Drive | Emporia | VA | 23847 | 434/634-3122 John R. Neal |

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|-------------------------------------|----------------|----|-------|--|
| 12811 Federal Systems Park Dr | Fairfax | VA | 22033 | 703/449-8990 Virginia Restaurants LLC |
| 935 West Broad Street | Falls Church | VA | 22046 | 703/241-9608 Virginia Restaurants LLC |
| 730 Warrenton Rd | Falmouth | VA | 22406 | 540/371-0121 BurgerBusters Inc. |
| 1708 S. Main Street | Farmville | VA | 23901 | 434/392-4066 BurgerBusters XI LLC |
| 14867 Forest Road | Forest | VA | 24551 | 434/525-9685 BurgerBusters XI LLC |
| 1290 Armory Drive | Franklin | VA | 23851 | 757/569-9105 John R. Neal |
| 543 Jefferson Davis Hwy | Fredericksburg | VA | 22401 | 540/371-2577 BurgerBusters Inc. |
| 3551 Plank Road | Fredericksburg | VA | 22407 | 540/786-4075 BurgerBusters X LLC |
| 4720 Mine Road | Fredericksburg | VA | 22408 | 540/710-2214 Mykonos Restaurants LLC |
| 9625 Jefferson Davis Hwy | Fredericksburg | VA | 22407 | 540/898-9029 BurgerBusters IV L.L.C. |
| 5511 Plank Road | Fredericksburg | VA | 22407 | 540/785-3213 BurgerBusters X LLC |
| 620 North Royal Avenue | Front Royal | VA | 22630 | 540/635-1958 BurgerBusters Inc. |
| 35 Riverton Commons Dr | Front Royal | VA | 22630 | 540/692-9912 BurgerBusters VIII L.L.C. |
| 7620 Linton Hall Rd | Gainesville | VA | 20155 | 703/753-6951 BurgerBusters Inc. |
| 1079 E Stuart Dr. | Galax | VA | 24333 | 276/238-1533 BurgerBusters Inc. |
| 247 Kane Street | Gate City | VA | 24251 | 276/594-3182 Tacala Tennessee Corp. |
| 11450 West Broad Street | Glen Allen | VA | 23060 | 804/360-8149 Mykonos Restaurants LLC |
| 6973 GEORGE WASHINGTON MEMORIAL HWY | Gloucester | VA | 23061 | 804/824-9073 BurgerBusters VIII L.L.C. |
| 5230 George Washington Mem Hwy | Grafton | VA | 23692 | 757/890-0872 BurgerBusters V L.L.C. |
| 1346 Riverview Street | Grundy | VA | 24614 | 276/935-5348 Charter Foods Inc. |
| 1039 W Mercury Blvd | Hampton | VA | 23666 | 757/838-3105 BurgerBusters X LLC |
| 1118 Big Bethel Road | Hampton | VA | 23666 | 757/838-0920 BurgerBusters X LLC |
| 1603 E. Pembroke Ave. | Hampton | VA | 23663 | 757/723-3756 FQSR LLC (dba KBP Foods) |
| 3375 Commander Shepard Boulevard | Hampton | VA | 23666 | 757/865-2000 BurgerBusters VIII L.L.C. |
| 2136 W Mercury Blvd | Hampton | VA | 23666 | 757/778-9635 BurgerBusters VIII L.L.C. |
| 1680 E Market St | Harrisonburg | VA | 22801 | 540/433-7877 TJP Restaurants LLC |
| 2281 S Main St | Harrisonburg | VA | 22801 | 540/432-6583 TJP Restaurants LLC |
| 2391 George Washington | Hayes | VA | 23072 | 804/642-6622 BurgerBusters V L.L.C. |
| 2170 Centreville Rd | Herndon | VA | 20170 | 703/437-7932 Virginia Restaurants LLC |
| 3019 Centerville Rd. | Herndon | VA | 20171 | 571/401-1018 CM AND DOM LLC |
| 145 South Main Street | Hillsville | VA | 24343 | 276/266-3022 BurgerBusters VIII L.L.C. |
| 5400 James Madison Parkway | King George | VA | 22485 | 540/644-8400 BurgerBusters Inc. |
| 1337 East Main Street | Lebanon | VA | 24266 | 276/889-2011 Charter Foods Inc. |
| 982 Edwards Ferry Rd NE | Leesburg | VA | 20176 | 703/777-2624 Virginia Restaurants LLC |
| 49 E. Midland Trail | Lexington | VA | 24450 | 540/463-1667 BurgerBusters Inc. |

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| 4332 Germanna Highway | Locust Grove | VA | 22508 | BurgerBusters VIII L.L.C. |
| 1350 US Highway 211 W | Luray | VA | 22835 | 540/743-2123 BurgerBusters Inc. |
| 8131 Timberlake Road | Lynchburg | VA | 24502 | 434/239-0566 BurgerBusters XI LLC |
| 3270 Old Forest Rd | Lynchburg | VA | 24501 | 434/941-1453 BurgerBusters XI LLC |
| 3351 Candlers Mtn Rd | Lynchburg | VA | 24502 | 434/845-2250 BurgerBusters XI LLC |
| 5014 S. Amherst Hwy | Madison Heights | VA | 24572 | 434/847-4940 BurgerBusters XI LLC |
| 26 Broad Street Rd | Manakin Sabot | VA | 23103 | 804/708-0718 BurgerBusters VIII L.L.C. |
| 10036 Dumfries Rd | Manassas | VA | 20110 | 703/392-1266 MITRA QSR KNE LLC |
| 798 N. Main Street | Marion | VA | 24354 | 276/783-2331 John R. Neal |
| 500 Liberty St | Martinsville | VA | 24112 | 276/666-2679 BurgerBusters XI LLC |
| 7415 Bell Creek Road | Mechanicsville | VA | 23111 | 804/730-5921 Mykonos Restaurants LLC |
| 10221 Hull Street Rd | Midlothian | VA | 23112 | 804/674-5831 BurgerBusters IV L.L.C. |
| 13640 Hull Street Road | Midlothian | VA | 23112 | 804/739-9237 BurgerBusters IV L.L.C. |
| 110 Schofield Drive | Midlothian | VA | 23113 | 804/893-3618 BurgerBusters VIII L.L.C. |
| 12751 Stone Village Way | Midlothian | VA | 23112 | 804/594-5346 BurgerBusters VIII L.L.C. |
| 5020 W Mercury Blvd | Newport News | VA | 23605 | 757/825-9452 BurgerBusters X LLC |
| 15531 Warwick Blvd | Newport News | VA | 23608 | 757/887-2880 BurgerBusters V L.L.C. |
| 14409 Warwick Blvd | Newport News | VA | 23608 | 757/877-9087 BurgerBusters X LLC |
| 12630 Warwick Blvd. | Newport News | VA | 23606 | 757/930-4432 FQSR LLC (dba KBP Foods) |
| 12126 Jefferson Ave | Newport News | VA | 23602 | 757/930-0058 BurgerBusters X LLC |
| 746 J Clyde Morris Blvd. | Newport News | VA | 23601 | 757/599-9685 FQSR LLC (dba KBP Foods) |
| 10736 Jefferson Ave | Newport News | VA | 23601 | 757/597-7015 BurgerBusters X LLC |
| 2469 E. Little Creek Rd. | Norfolk | VA | 23518 | 757/583-4210 Mid Atlantic Taco LLC |
| 2011 Monticello Ave | Norfolk | VA | 23517 | 757/622-5565 Mid Atlantic Taco LLC |
| 199 W. Ocean View Ave. | Norfolk | VA | 23503 | 757/588-8604 FQSR LLC (dba KBP Foods) |
| 3690 Sewells Point Road | Norfolk | VA | 23513 | 757/853-3221 FQSR LLC (dba KBP Foods) |
| 4009 Hampton Blvd. | Norfolk | VA | 23508 | 757/423-0825 Mid Atlantic Taco LLC |
| 25318 Ritchie Ave | North Dinwiddie | VA | 23803 | 804/805-8932 BurgerBusters VIII L.L.C. |
| 604 Trent St | Norton | VA | 24273 | 276/679-3226 Tacala Tennessee Corp. |
| 500 N Madison Rd | Orange | VA | 22960 | 540/308-7639 BurgerBusters VIII L.L.C. |
| 42487 E. Morgan Ave | Pennington Gap | VA | 24277 | 276/546-1249 Charter Foods Inc. |
| 3294 S. Crater Road | Petersburg | VA | 23805 | 804/732-0146 BurgerBusters IV L.L.C. |
| 2804 Airline Blvd | Portsmouth | VA | 23701 | 757/465-0069 BurgerBusters V L.L.C. |
| 5004 George Washington Hwy. | Portsmouth | VA | 23702 | 757/487-0742 FQSR LLC (dba KBP Foods) |
| 1501 Frederick Boulevard | Portsmouth | VA | 23707 | 757/673-6852 BurgerBusters VIII L.L.C. |

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| 12822 Governor G C Peery Hwy | Pounding Mill | VA | 24637 | 276/963-0245 Tacala Tennessee Corp. |
| 1793A Southcreek One | Powhatan | VA | 23139 | 804/794-8226 P2 Restaurants Inc. |
| 5322 Oaklawn Blvd | Prince George | VA | 23875 | 804/452-0796 BurgerBusters IV L.L.C. |
| 1991 Memorial Drive | Pulaski | VA | 24301 | 540/994-0275 Bacon Enterprises Inc. |
| 7330 Cumberland Station Road | Quinton | VA | 23141 | 804/557-2368 BurgerBusters VIII L.L.C. |
| 7369 Peppers Ferry Road | Radford | VA | 24141 | 540/633-1154 BurgerBusters XI LLC |
| 11257 Roger Bacon Dr | Reston | VA | 20190 | 703/437-5622 Chrisma Industries Corp. |
| 6720 Midlothian Turnpike | Richmond | VA | 23225 | 804/745-3301 BurgerBusters VIII L.L.C. |
| 10230 Midlothian Turnpike | Richmond | VA | 23235 | 804/330-2407 BurgerBusters Inc. |
| 5811 W Broad St | Richmond | VA | 23230 | 804/285-4656 BurgerBusters VIII L.L.C. |
| 7210 W. Broad St. | Richmond | VA | 23230 | 804/755-7458 Mykonos Restaurants LLC |
| 9420 W Broad St | Richmond | VA | 23294 | 804/273-1301 BurgerBusters Inc. |
| 4504 Jefferson Davis Hwy. | Richmond | VA | 23234 | 804/275-8354 FQSR LLC (dba KBP Foods) |
| 1208 Azalea Avenue | Richmond | VA | 23227 | 804/553-3177 BurgerBusters IV L.L.C. |
| 4388 South Laburnum Avenue | Richmond | VA | 23231 | 804/222-7776 Mykonos Restaurants LLC |
| 8340 Brook Road | Richmond | VA | 23227 | 804/261-1166 FQSR LLC (dba KBP Foods) |
| 8991 Staples Mill Rd | Richmond | VA | 23228 | 804/562-7055 BurgerBusters VIII L.L.C. |
| 11240 Patterson Ave # 11250 | Richmond | VA | 23238 | 804/655-2846 BurgerBusters VIII L.L.C. |
| 1406 Hershberger Road NW | Roanoke | VA | 24012 | 540/366-3549 BurgerBusters XI LLC |
| 4220 Franklin Rd SW | Roanoke | VA | 24014 | 540/989-9523 BurgerBusters XI LLC |
| 3306 Westmoreland Drive | Roanoke | VA | 24018 | 540/776-9563 BurgerBusters XI LLC |
| 68 Market Place Drive | Rocky Mount | VA | 24151 | 540/484-0266 BurgerBusters XI LLC |
| 8726 Seminole Trail | Ruckersville | VA | 22968 | 434/985-2232 BurgerBusters Inc. |
| 23629 Rogers Clark Boulevard | Ruther Glen | VA | 22546 | 804/589-1435 BurgerBusters VIII L.L.C. |
| 1732 W. Main St. | Salem | VA | 24153 | 540/389-7515 BurgerBusters XI LLC |
| 1294 Benns Church Blvd | Smithfield | VA | 23430 | 757/356-0400 Mid Atlantic Taco LLC |
| 1016 Bill Tuck Hwy | South Boston | VA | 24592 | 434/404-3146 BurgerBusters XI LLC |
| 703 E. Atlantic | South Hill | VA | 23970 | 434/447-2611 Luihn VantEdge Partners LLC |
| 10491 Hilltop Plaza Way | Spotsylvania | VA | 22553 | 540/642-4926 BurgerBusters VIII L.L.C. |
| 255 Garrisonville Rd | Stafford | VA | 22554 | 540/720-0764 TJP Restaurants LLC |
| 854 Statler Blvd | Staunton | VA | 24401 | 540/886-5496 BurgerBusters Inc. |
| 113 Town Run Lane | Stephens City | VA | 22655 | 540/869-4110 BurgerBusters VIII L.L.C. |
| 22288 S Sterling Blvd | Sterling | VA | 20164 | 703/450-8393 CM AND DOM LLC |
| 45960 Denizen Plaza Road | Sterling | VA | 20165 | 703/450-7808 MITRA QSR KNE LLC |
| 6200 College Drive | Suffolk | VA | 23435 | 757/483-0800 Mid Atlantic Taco LLC |

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| 1658 Tappahannock Blvd. | Tappahannock | VA | 22560 | 804/443-3912 FQSR LLC (dba KBP Foods) |
| 2700 Lee Highway South | Troutville | VA | 24175 | 540/491-4433 BurgerBusters XI LLC |
| 8419 Old Court House Road | Vienna | VA | 22182 | 703/821-0939 CM AND DOM LLC |
| 5195 Shore Dr | Virginia Beach | VA | 23455 | 757/363-0420 Mid Atlantic Taco LLC |
| 1360 Great Neck Road | Virginia Beach | VA | 23454 | 757/496-8742 BurgerBusters V L.L.C. |
| 6544 Indian River Rd. | Virginia Beach | VA | 23464 | 757/420-9516 FQSR LLC (dba KBP Foods) |
| 5845 NORTHAMPTON BLVD | Virginia Beach | VA | 23471 | 757/689-1099 Mid Atlantic Taco LLC |
| 2902 Pacific Ave (29th St & Pacific Ave) | Virginia Beach | VA | 23451 | 757/578-5017 BurgerBusters VIII L.L.C. |
| 238 Broadview Ave | Warrenton | VA | 20186 | 540/341-4206 BurgerBusters Inc. |
| 2901 West Main Street | Waynesboro | VA | 22980 | 540/401-6945 BurgerBusters Inc. |
| 840 Shenandoah Village Dr. | Waynesboro | VA | 22980 | 540/324-3551 BurgerBusters VIII L.L.C. |
| 1812 Richmond Rd | Williamsburg | VA | 23185 | 757/253-1092 BurgerBusters Inc. |
| 5239 John Tyler Hwy | Williamsburg | VA | 23185 | 757/220-8624 BurgerBusters Inc. |
| 1905 Pocahontas Trail | Williamsburg | VA | 23185 | 757/220-8176 John R. Neal |
| 823 East Rochambeau Drive | Williamsburg | VA | 23188 | 757/741-2441 BurgerBusters VIII L.L.C. |
| 1665 S Pleasant Valley Rd | Winchester | VA | 22601 | 540/722-6506 Mykonos Restaurants LLC |
| 125 Welltown Road | Winchester | VA | 22603 | 540/722-4356 Mykonos Restaurants LLC |
| 1921 Daniel Stuart Sq | Woodbridge | VA | 22191 | 703/491-9900 MUY Brands LLC |
| 13880 Shoppers Best Way | Woodbridge | VA | 22192 | 703/583-0447 MUY Brands LLC |
| 5217 Mudd Tavern Road | Woodford | VA | 22580 | 540/805-5913 BurgerBusters VIII L.L.C. |
| 330 West Reservoir Road | Woodstock | VA | 22664 | 540/692-6952 BurgerBusters Inc. |
| 150 Commonwealth Drive | Wytheville | VA | 24382 | 276/228-7321 John R. Neal |
| 5003-C Victory Blvd. | Yorktown | VA | 23693 | 757/234-6166 BurgerBusters VIII L.L.C. |
| 485 Market Street | Zion Crossroads | VA | 22942 | 540/406-5908 BurgerBusters VIII L.L.C. |
| 100 Northside Drive | Bennington | VT | 05201 | 802/447-8230 Franchise Management Investors |
| 1007 Putney Road | Brattleboro | VT | 05301 | 802/257-1446 Frederick P. Gallant |
| 45 Farrell Road | Rutland | VT | 05701 | 802/773-6865 Hospitality Syracuse Inc. |
| 363 Swanton Road | Saint Albans | VT | 05478 | 802/524-5400 Franchise Management Investors |
| 985 Memorial Drive | Saint Johnsbury | VT | 05819 | 802/748-1900 Franchise Management Investors |
| 1120 E Wishkah St | Aberdeen | WA | 98520 | 360/538-1888 Northwest Restaurants Inc. |
| 501 15th St. N.e. | Auburn | WA | 98002 | 253/735-0277 Northwest Restaurants Inc. |
| 710 Auburn Way S | Auburn | WA | 98002 | 253/735-1544 Northwest Restaurants Inc. |
| 1702 West Main Street | Battle Ground | WA | 98604 | 360/666-2510 Pacific Bells LLC |
| 23881 NE Hwy 3 | Belfair | WA | 98528 | 360/552-2164 Northwest Restaurants Inc. |
| 3705-128th Ave S E | Bellevue | WA | 98006 | 425/747-4637 Pacific Bells LLC |

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| 100 East Stuart Rd. | Bellingham | WA | 98226 | 360/752-0594 Apex Restaurants |
| 1297 E. Sunset Dr. | Bellingham | WA | 98226 | 360/647-7692 Apex Restaurants |
| 21131 State Route 410 E | Bonney Lake | WA | 98391 | 253/862-3399 Northwest Restaurants Inc. |
| 23201 Bothell-Everett Hwy | Bothell | WA | 98021 | 425/487-6067 Pacific Bells LLC |
| 3320 Kitsap Way | Bremerton | WA | 98312 | 360/478-2003 Orchard SPE LLC |
| 7150 State Route 303 | Bremerton | WA | 98310 | 360/692-1250 Orchard SPE LLC |
| 15059 1st Ave S | Burien | WA | 98148 | 206/241-6944 Northwest Restaurants Inc. |
| 1308 Burlington Blvd. | Burlington | WA | 98233 | 360/757-7403 Northwest Restaurants Inc. |
| 3405 NE 3rd Ave | Camas | WA | 98607 | 360/835-9201 Pacific Bells LLC |
| 1120 Belmont Ave | Centralia | WA | 98531 | 360/736-9836 Northwest Restaurants Inc. |
| 1755 NW Louisiana Ave | Chehalis | WA | 98532 | 360/748-3921 Northwest Restaurants Inc. |
| 2626 First Street | Cheney | WA | 99004 | 509/235-4330 CLC Spokane LLC |
| 450 Bridge St | Clarkston | WA | 99403 | 509/758-6723 CLC Spokane LLC |
| 801 West Davis Street | Cle Elum | WA | 98922 | 509/674-6900 Yakima Restaurants Inc. |
| 1520 N. Highway 395 | Colville | WA | 99114 | 509/684-2112 CLC Northwest Inc. |
| 17425 SE 272nd St. | Covington | WA | 98042 | 253/639-5860 Source Foods Inc. |
| 807 S MAIN AVE | Deer Park | WA | 99006 | 509/276-6247 CLC Spokane LLC |
| 27001 Pacific Hwy S | Des Moines | WA | 98032 | 253/946-2949 Northwest Restaurants Inc. |
| 410 Valley Mall Parkway | East Wenatchee | WA | 98802 | 509/884-7139 White Calvin |
| 10119 Edmonds Way | Edmonds | WA | 98020 | 425/774-8309 Pacific Bells LLC |
| 1406 S Canyon Rd | Ellensburg | WA | 98926 | 509/925-4052 Columbia Bells LLC |
| 727 Roosevelt Avenue | Enumclaw | WA | 98022 | 360/825-1451 Pacific Bells LLC |
| 1305 Basin St | Ephrata | WA | 98823 | 509/754-6119 CLC Spokane LLC |
| 515 SW 128th Street | Everett | WA | 98204 | 425/353-7233 Northwest Restaurants Inc. |
| 2727 Broadway St | Everett | WA | 98201 | 425/252-3325 Pacific Bells LLC |
| 303 91st Ave NE | Everett | WA | 98258 | 425/334-2778 Pacific Bells LLC |
| 7431 Evergreen Way | Everett | WA | 98203 | 425/513-1433 Northwest Restaurants Inc. |
| 5006 132nd Street SE | Everett | WA | 98208 | 425/337-6426 Northwest Restaurants Inc. |
| 2031 S.W. Campus Drive | Federal Way | WA | 98023 | 253/927-7693 Northwest Restaurants Inc. |
| 1330 S 348th St | Federal Way | WA | 98003 | 253/568-1088 Northwest Restaurants Inc. |
| 5720 Barrett Rd | Ferndale | WA | 98248 | 360/524-2963 Northwest Restaurants Inc. |
| 5152 Pacific Highway East | Fife | WA | 98424 | 253/922-8463 Northwest Restaurants Inc. |
| 1009 Allen St | Kelso | WA | 98626 | 360/425-3726 Pacific Bells LLC |
| 2718 W Kennewick Ave | Kennewick | WA | 99336 | 509/783-8649 Columbia Bells LLC |
| 901 North Columbia Center Boulevard | Kennewick | WA | 99336 | 509/783-6712 Source Foods Inc. |

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| 3623 Plaza Way | Kennewick | WA | 99338 | 509/783-5135 Columbia Bells LLC |
| 322 Washington Ave South | Kent | WA | 98032 | 253/859-5212 Northwest Restaurants Inc. |
| 23920 104th Avenue S.E. | Kent | WA | 98031 | 253/856-8011 Northwest Restaurants Inc. |
| 11624 124th NE | Kirkland | WA | 98034 | 425/821-9333 Northwest Restaurants Inc. |
| 3815 Pacific Avenue S.E. | Lacey | WA | 98503 | 360/459-1713 Northwest Restaurants Inc. |
| 5650 Martin Way | Lacey | WA | 98516 | 360/923-2141 Northwest Restaurants Inc. |
| 5520 Corporate Center Lane SE | Lacey | WA | 98503 | 360/456-2032 Northwest Restaurants Inc. |
| 15223 Union Ave SW | Lakewood | WA | 98498 | 253/581-0711 Northwest Restaurants Inc. |
| 8401 S. Tacoma Way | Lakewood | WA | 98499 | 253/582-1321 Northwest Restaurants Inc. |
| 9511 Bridgeport Way SW | Lakewood | WA | 98499 | 253/983-9601 Northwest Restaurants Inc. |
| 22312 E Apple Way | Liberty Lake | WA | 99019 | 509/926-6370 CLC Northwest Inc. |
| 830 Ocean Beach Hwy | Longview | WA | 98632 | 360/425-5360 Pacific Bells LLC |
| 14827 Hwy 99 | Lynnwood | WA | 98037 | 425/742-0360 Pacific Bells LLC |
| 4919 196th Street S W | Lynnwood | WA | 98036 | 425/712-0311 Pacific Bells LLC |
| 23848 225th St. S.E. | Maple Valley | WA | 98038 | 425/413-1190 Source Foods Inc. |
| 616 State Street | Marysville | WA | 98270 | 360/653-8383 Northwest Restaurants Inc. |
| 17105 27th Avenue NE | Marysville | WA | 98271 | 360/654-1362 Northwest Restaurants Inc. |
| 3729 116th St NE | Marysville | WA | 98270 | 360/658-9094 Northwest Restaurants Inc. |
| 328 Meridian Avenue East | Milton | WA | 98354 | 253/927-1382 Northwest Restaurants Inc. |
| 19025 State Route 2 | Monroe | WA | 98272 | 360/794-4110 Northwest Restaurants Inc. |
| 934 N Stratford Rd | Moses Lake | WA | 98837 | 509/766-6883 CLC Spokane LLC |
| 2401 S Maiers Rd | Moses Lake | WA | 98837 | 509/765-0990 CLC Spokane LLC |
| 217 East College Way | Mount Vernon | WA | 98273 | 360/428-6090 Northwest Restaurants Inc. |
| 8401 Mukilteo Speedway | Mukilteo | WA | 98275 | 425/355-5333 Pacific Bells LLC |
| 1245 Rush Rd. | Napavine | WA | 98532 | 360/748-3181 Northwest Restaurants Inc. |
| 32780 State Highway 20 | Oak Harbor | WA | 98277 | 360/675-6868 Northwest Restaurants Inc. |
| 1101 Cooper Point Rd SW | Olympia | WA | 98502 | 360/943-1814 Northwest Restaurants Inc. |
| 620 Omache Drive | Omak | WA | 98841 | 509/826-4414 Kentucky Fried Chicken of W.E. |
| 1820 East Main St. | Othello | WA | 99344 | 509/488-5022 CLC Spokane LLC |
| 2404 West Court Street | Pasco | WA | 99301 | 509/545-5430 Columbia Bells LLC |
| 5105 North Road 68 | Pasco | WA | 99301 | 509/545-3014 Yakima Restaurants Inc. |
| 2001 East First Street | Port Angeles | WA | 98362 | 360/457-7746 Orchard LLC |
| 3458 SE Mile Hill Dr | Port Orchard | WA | 98366 | 360/895-2513 Northwest Restaurants Inc. |
| 19610 7th Ave. NE | Poulsbo | WA | 98370 | 360/779-7777 Orchard LLC |
| 109 Merlot Drive | Prosser | WA | 99350 | 509/786-5900 Source Foods Inc. |

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| 425 NE STADIUM WAY | Pullman | WA | 99163 | 509/332-6632 CLC Spokane LLC |
| 12223 Meridian St | Puyallup | WA | 98373 | 253/841-4685 Northwest Restaurants Inc. |
| 702 S Meridian | Puyallup | WA | 98371 | 253/770-1054 Northwest Restaurants Inc. |
| 11304 Canyon Road | Puyallup | WA | 98373 | 253/200-3444 Northwest Restaurants Inc. |
| 17514 Meridian East | Puyallup | WA | 98374 | 253/840-9030 Source Foods Inc. |
| 724 Shaw Rd. East | Puyallup | WA | 98372 | 253/466-5330 Northwest Restaurants Inc. |
| 1960 148th Avenue N.E. | Redmond | WA | 98052 | 425/644-8902 Northwest Restaurants Inc. |
| 17809 108th Ave S E | Renton | WA | 98055 | 425/228-5857 Northwest Restaurants Inc. |
| 320 Rainier Avenue South | Renton | WA | 98055 | 425/254-1507 Northwest Restaurants Inc. |
| 1825 George Washington Way | Richland | WA | 99352 | 509/946-1663 Yakima Restaurants Inc. |
| 2485 Queensgate Dr. | Richland | WA | 99352 | 509/628-8592 Columbia Bells LLC |
| 50 S. 48th Place | Ridgefield | WA | 98642 | 360/887-4796 Pacific Bells LLC |
| 19704 Old HWY 99 | Rochester | WA | 98579 | Northwest Restaurants Inc. |
| 18812 Pacific Hwy S | SeaTac | WA | 98188 | 206/243-8171 Northwest Restaurants Inc. |
| 10711 16th Ave SW | Seattle | WA | 98146 | 206/431-0915 Northwest Restaurants Inc. |
| 14506 Bothell Way NE | Seattle | WA | 98155 | 206/367-4248 Pacific Bells LLC |
| 2201 4th Avenue South | Seattle | WA | 98134 | 206/621-1602 Source Foods Inc. |
| 1110 North 90th Street | Seattle | WA | 98103 | 206/729-0986 Northwest Restaurants Inc. |
| 9401 Rainier Ave. S | Seattle | WA | 98118 | 206/725-7177 Source Foods Inc. |
| 5918 15th Avenue NW | Seattle | WA | 98107 | 206/781-1815 Northwest Restaurants Inc. |
| 210 W. Mercer St. | Seattle | WA | 98119 | 206/283-7575 Pacific Restaurants Inc. |
| 721 N Park Ctr | Selah | WA | 98942 | 509/697-6104 Yakima Restaurants Inc. |
| 11 Lee Chatfield Way | Sequim | WA | 98382 | 360/683-8161 Cambrian LLC |
| 301 Wallace Kneeland Blvd #155 | Shelton | WA | 98584 | 360/427-1659 Northwest Restaurants Inc. |
| 3051 NW Bucklin Hill Rd | Silverdale | WA | 98383 | 360/613-5406 Northwest Restaurants Inc. |
| 1100 Avenue D | Snohomish | WA | 98290 | 360/563-5503 Pacific Bells LLC |
| 825 W 3rd Ave | Spokane | WA | 99201 | 509/456-5890 CLC Spokane LLC |
| 9664 N Newport Hwy | Spokane | WA | 99218 | 509/468-1485 CLC Spokane LLC |
| 6614 N Division St | Spokane | WA | 99208 | 509/483-1022 CLC Spokane LLC |
| 1202 N Monroe St | Spokane | WA | 99201 | 509/325-3005 CLC Northwest Inc. |
| 10620 East Sprague Avenue | Spokane | WA | 99206 | 509/892-0111 CLC Spokane LLC |
| 3010 East 29th Avenue | Spokane | WA | 99223 | 509/533-5547 CLC Northwest Inc. |
| 4101 No Market St | Spokane | WA | 99207 | 509/483-1906 CLC Northwest Inc. |
| 10510 W SR 2 | Spokane | WA | 99224 | 509/456-2211 CLC Spokane LLC |
| 6404 N. Ash St.. | Spokane | WA | 99208 | 509/326-1704 CE Restaurants LLC |

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|-----------------------------------|------------------|----|-------|---|
| 133 N Sullivan Rd | Spokane Valley | WA | 99037 | 509/891-1076 CLC Spokane LLC |
| 2550 Yakima Valley Hwy | Sunnyside | WA | 98944 | 509/839-9400 Yakima Restaurants Inc. |
| 2945 S 38th St | Tacoma | WA | 98409 | 253/475-8880 Northwest Restaurants Inc. |
| 15611 Pacific Ave | Tacoma | WA | 98444 | 253/531-7982 Northwest Restaurants Inc. |
| 2902 6th Avenue | Tacoma | WA | 98406 | 253/627-2921 Northwest Restaurants Inc. |
| 2615 North Pearl Street | Tacoma | WA | 98406 | 253/752-5725 Northwest Restaurants Inc. |
| 10611 Pacific Ave | Tacoma | WA | 98444 | 253/531-8611 Northwest Restaurants Inc. |
| 1404 E. 72nd Street | Tacoma | WA | 98404 | 253/474-1801 Northwest Restaurants Inc. |
| 5308 176th St. East | Tacoma | WA | 98446 | 253/847-8119 Northwest Restaurants Inc. |
| 415 South Elm Street | Toppenish | WA | 98948 | 509/865-3533 Source Foods Inc. |
| 16350 W Valley Hwy | Tukwila | WA | 98188 | 425/226-1323 Northwest Restaurants Inc. |
| 15036 Tukwila International Blvd. | Tukwila | WA | 98188 | 206/246-5158 Source Foods Inc. |
| 182 Trosper Rd SW | Tumwater | WA | 98501 | 360/754-0710 Northwest Restaurants Inc. |
| 6729 S. 19th Street | University Place | WA | 98466 | 253/564-9013 Northwest Restaurants Inc. |
| 11620 SE Mill Plain Blvd | Vancouver | WA | 98684 | 360/254-1415 Pacific Bells LLC |
| 8300 NE Vancouver Plaza Dr | Vancouver | WA | 98662 | 360/944-7173 Pacific Bells LLC |
| 13204 N.e. Hwy 99 | Vancouver | WA | 98686 | 360/576-5404 Pacific Bells LLC |
| 2600 North General Anderson | Vancouver | WA | 98661 | 360/693-3041 Pacific Bells LLC |
| 11717 NE 65th Street | Vancouver | WA | 98662 | 360/260-3263 Pacific Bells LLC |
| 1195 SE 163rd Place | Vancouver | WA | 98683 | 360/604-5767 Pacific Bells LLC |
| 15640 NE Fourth Plain Rd | Vancouver | WA | 98682 | 360/828-8667 Pacific Bells LLC |
| 7206 NE Highway 99 | Vancouver | WA | 98665 | 360/693-4871 Pacific Bells LLC |
| 8605 NE Andreson | Vancouver | WA | 98665 | 360/253-9237 Pacific Bells LLC |
| 16 North 9th Street | Walla Walla | WA | 99362 | 509/522-8682 Columbia Bells LLC |
| 1300 North Miller St | Wenatchee | WA | 98801 | 509/664-3664 Columbia Bells LLC |
| 13405 NE 175th St | Woodinville | WA | 98072 | 425/402-4707 Northwest Restaurants Inc. |
| 1478 Dike Access Rd. | Woodland | WA | 98674 | 360/225-6823 Quikserve Northwest Inc. |
| 716 E Yakima Ave | Yakima | WA | 98901 | 509/453-3930 Yakima Restaurants Inc. |
| 1602 W Nob Hill Blvd | Yakima | WA | 98902 | 509/453-3544 Yakima Restaurants Inc. |
| 4002 Fruitvale Blvd | Yakima | WA | 98908 | 509/453-5665 Yakima Restaurants Inc. |
| 2124 S 1st Street | Yakima | WA | 98903 | 509/457-4785 Yakima Restaurants Inc. |
| 230 S 72nd Ave | Yakima | WA | 98908 | 509/972-8002 Yakima Restaurants Inc. |
| 1310 E. Yelm Avenue | Yelm | WA | 98597 | 360/400-7600 Northwest Restaurants Inc. |
| 1700 Neva Road | Antigo | WI | 54409 | 715/350-4400 K T Merrill LLC |
| 2840 West College Avenue | Appleton | WI | 54914 | 920/733-6292 Pacific Bells LLC |

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|----------------------------|---------------|----|-------|--|
| 2810 N Richmond | Appleton | WI | 54911 | 920/733-8060 Pacific Bells LLC |
| 3221 East Express Court | Appleton | WI | 54915 | 920/830-4924 Pacific Bells LLC |
| 2404 S Oneida Street | Ashwaubenon | WI | 54304 | 920/499-9992 Pacific Bells LLC |
| 1739 North Spring Street | Beaver Dam | WI | 53916 | 920/887-1739 MMC Enterprises Ltd |
| 1841 Riverside Dr. | Beloit | WI | 53511 | 608/364-0707 Border Foods of Wisconsin LLC |
| 12405 W. Lisbon Rd. | Brookfield | WI | 53005 | 262/790-1525 Pacific Bells LLC |
| 2056 Milwaukee Ave. | Burlington | WI | 53105 | 262/763-5375 Albor Restaurant Group LLC |
| 4866 County Highway V | De Forest | WI | 53532 | 608/846-9500 Border Foods of Wisconsin LLC |
| 1010 S Broadway | De Pere | WI | 54115 | 920/983-2979 Tonn's Inc. |
| 2409 Monroe Rd | De Pere | WI | 54115 | 920/468-1078 Tonn's Inc. |
| 1501 Main Avenue | De Pere | WI | 54115 | 920/983-0430 Tonn's Inc. |
| 1462 East Geneva Street | Delavan | WI | 53115 | 262/740-0517 Sundance Inc. |
| 1140 N. Johns Street | Dodgeville | WI | 53533 | 608/319-2301 Bell Great Lakes LLC |
| 2056 S Hastings | Eau Claire | WI | 54701 | 715/836-9588 Pacific Bells LLC |
| 2512 Craig Rd | Eau Claire | WI | 54701 | 715/835-1887 Pacific Bells LLC |
| 3150 N. Clairemont Avenue | Eau Claire | WI | 54703 | 715/839-0643 Pacific Bells LLC |
| 6275 McKee Road | Fitchburg | WI | 53719 | 608/274-1564 Border Foods of Wisconsin LLC |
| 427 W Johnson Ave | Fond Du Lac | WI | 54935 | 920/923-5505 RAD Inc. |
| 892 East Johnson Street | Fond Du Lac | WI | 54935 | 920/923-9990 RAD Inc. |
| 1601 Madison Avenue | Fort Atkinson | WI | 53538 | 920/563-3300 Pacific Bells LLC |
| 7141 South 76th Street | Franklin | WI | 53132 | 414/422-0276 Sundance Inc. |
| N96W17802 County Line Rd | Germantown | WI | 53022 | 262/250-0147 Sundance Inc. |
| 5560 Port Washington Rd N | Glendale | WI | 53217 | 414/964-4360 Pacific Bells LLC |
| 1529 W Mason St | Green Bay | WI | 54303 | 920/494-1143 Pacific Bells LLC |
| 2230 University Ave | Green Bay | WI | 54302 | 920/465-3573 Pacific Bells LLC |
| 1897 Velp Avenue | Green Bay | WI | 54303 | 920/498-8019 Tonn's Inc. |
| 2220 Main Street | Green Bay | WI | 54302 | 920/406-8150 Pacific Bells LLC |
| 2491 Babcock Road | Green Bay | WI | 54313 | 920/393-5317 Tonn's Inc. |
| 5420 South 108th Street | Hales Corners | WI | 53130 | 414/425-0895 Pacific Bells LLC |
| 1516 E Sumner St | Hartford | WI | 53027 | 262/673-7993 Sundance Inc. |
| 129 Hale Drive-Endcap w-DT | Holmen | WI | 54636 | 608/526-1664 HAZA Bell of Nebraska LLC |
| 2323 Crestview Dr | Hudson | WI | 54016 | 715/386-3006 Border Foods Inc. |
| 2626 Humes Rd. | Janesville | WI | 53545 | 608/752-2077 Border Foods of Wisconsin LLC |
| 2525 W Court St | Janesville | WI | 53548 | 608/758-2050 Border Foods of Wisconsin LLC |
| 1619 Milton Ave | Janesville | WI | 53545 | 608/754-0623 Border Foods of Wisconsin LLC |

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|----------------------------|---------------|----|-------|--|
| 425 WRIGHT RD | Johnson Creek | WI | 53038 | 920/699-9100 MMC Enterprises Ltd |
| 2707 18th Street | Kenosha | WI | 53140 | 262/553-9125 Sundance Inc. |
| 7020 Green Bay Road | Kenosha | WI | 53142 | 262/942-7024 Albor Restaurant Group LLC |
| 4002 52nd Street | Kenosha | WI | 53144 | 262/652-7310 Albor Restaurant Group LLC |
| 8040 Sheridan Rd | Kenosha | WI | 53143 | 262/652-1790 Albor Restaurant Group LLC |
| 12120 75th St | Kenosha | WI | 53142 | 262/237-8786 Albor Restaurant Group LLC |
| 4141 Mormon Coulee Ct | La Crosse | WI | 54601 | 608/788-3811 Pacific Bells LLC |
| 315 West Avenue North | La Crosse | WI | 54601 | 608/785-3124 Pacific Bells LLC |
| 1240 Great Wolf Road | Lake Delton | WI | 53940 | 608/254-6797 Bell Great Lakes LLC |
| 280 Edwards Blvd | Lake Geneva | WI | 53147 | 262/249-0448 Sundance Inc. |
| 2130 Freedom Road | Little Chute | WI | 54140 | 920/687-1746 Pacific Bells LLC |
| 663 East Ave | Lomira | WI | 53048 | 920/269-8139 MMC Enterprises Ltd |
| 3002 E Washington Ave | Madison | WI | 53704 | 608/244-2234 Border Foods of Wisconsin LLC |
| 421 Commerce Drive | Madison | WI | 53719 | 608/827-6574 Border Foods of Wisconsin LLC |
| 4120 E Washington Ave | Madison | WI | 53704 | 608/405-8266 Bell Great Lakes LLC |
| 698 S. Whitney Way | Madison | WI | 53719 | 608/277-2411 Border Foods of Wisconsin LLC |
| 534 State St | Madison | WI | 53703 | 608/256-0056 Bell Great Lakes LLC |
| 4133 Harbor Town Lane | Manitowoc | WI | 54220 | 920/652-9629 Pacific Bells LLC |
| W 1388 Old Peshtigo Rd | Marinette | WI | 54143 | 715/735-5707 Border Foods of Wisconsin LLC |
| 1410 North Central Avenue | Marshfield | WI | 54449 | 715/387-8499 Sioux Falls Bell LLC |
| 1005 1/2 State Road 82 | Mauston | WI | 53948 | 608/847-7070 HAZA Bell of Nebraska LLC |
| 860 North 8th Street | Medford | WI | 54451 | 715/748-2032 K T Merrill LLC |
| 450 3rd St | Menasha | WI | 54952 | 920/727-0755 Pacific Bells LLC |
| 1401 N Broadway | Menomonie | WI | 54751 | 715/232-9210 Border Foods Inc. |
| 11511 N Port Washington Rd | Mequon | WI | 53092 | 262/240-9820 Sundance Inc. |
| N1667 County Road W | Merrill | WI | 54452 | 715/536-4141 K T Merrill LLC |
| 2169 Deming Way Suite 100 | Middleton | WI | 53562 | 608/827-9776 Border Foods of Wisconsin LLC |
| 3191 S. 76th Street | Milwaukee | WI | 53219 | 414/727-2226 Pacific Bells LLC |
| 5441 N Lovers Lane Rd | Milwaukee | WI | 53225 | 414/461-7500 Sundance Inc. |
| 5630 W North Ave | Milwaukee | WI | 53208 | 414/871-9031 Pacific Bells LLC |
| 2210 W Wisconsin Ave | Milwaukee | WI | 53233 | 414/344-7778 Pacific Bells LLC |
| 230 W Layton Ave. | Milwaukee | WI | 53207 | 414/747-0580 Albor Restaurant Group LLC |
| 6268 S. 27th Street | Milwaukee | WI | 53221 | 414/761-3335 Pacific Bells LLC |
| 4143 North 76th Street | Milwaukee | WI | 53222 | 414/527-1227 Pacific Bells LLC |
| 5751 West Fon Du Lac | Milwaukee | WI | 53216 | 414/875-8562 Pacific Bells LLC |

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|----------------------------|-----------------|----|-------|--|
| 8030 W Brown Deer Road | Milwaukee | WI | 53223 | 414/365-6378 Sundance Inc. |
| 3334 S. 27th St. | Milwaukee | WI | 53215 | 414/389-0405 Albor Restaurant Group LLC |
| 150 W HOLT AVE | Milwaukee | WI | 53207 | 414/383-6449 Pacific Bells LLC |
| 100 E Broadway | Monona | WI | 53716 | 608/222-8007 Border Foods of Wisconsin LLC |
| 606 W. 8th Street | Monroe | WI | 53566 | 608/329-7300 Bell Great Lakes LLC |
| 920 Greenwald Court | Mukwonago | WI | 53149 | 262/363-2946 Albor Restaurant Group LLC |
| South 69 W15615 Janesville | Muskego | WI | 53150 | 414/422-0276 Sundance Inc. |
| 1171 Westowne Dr | Neenah | WI | 54956 | 920/729-4423 Pacific Bells LLC |
| 3530 S Moorland Road | New Berlin | WI | 53151 | 262/785-6242 Sundance Inc. |
| 1280 Shawano Avenue | New London | WI | 54961 | 920/982-7499 Pacific Bells LLC |
| 1705 Dorset Lane | New Richmond | WI | 54017 | 715/229-5150 Border Foods of Wisconsin LLC |
| 8261 S. Howell Ave. | Oak Creek | WI | 53154 | 414/764-1728 Albor Restaurant Group LLC |
| 616 East Wisconsin Ave | Oconomowoc | WI | 53066 | 262/569-9055 Sundance Inc. |
| 1750 Summit Ave | Oconomowoc | WI | 53066 | 262/468-7470 Albor Restaurant Group LLC |
| 1243 Crossing Meadows Rd | Onalaska | WI | 54650 | 608/783-3337 HAZA Bell of Nebraska LLC |
| 1140 Koeller | Oshkosh | WI | 54902 | 920/426-3159 RAD Inc. |
| 1800 W Jackson | Oshkosh | WI | 54901 | 920/233-4133 RAD Inc. |
| 25020 75th Street | Paddock Lake | WI | 53168 | Buddy Bells Inc. |
| 1355 Capital Drive | Pewaukee | WI | 53072 | 262/691-7196 Albor Restaurant Group LLC |
| 95 E. Business Highway 151 | Platteville | WI | 53818 | 608/348-9774 Dwight Fraser |
| 1550 Plover Road | Plover | WI | 54467 | 715/344-9301 Pacific Bells LLC |
| 3062 Kiley Way | Plymouth | WI | 53073 | 920/892-4142 Sundance Inc. |
| 2940 New Pinery Rd | Portage | WI | 53901 | 608/742-7797 Bell Great Lakes LLC |
| 5620 Washington Ave | Racine | WI | 53406 | 262/886-3231 Sundance Inc. |
| 2825 S Green Bay Rd | Racine | WI | 53406 | 262/554-6300 Albor Restaurant Group LLC |
| 3358 Douglas Avenue | Racine | WI | 53402 | 262/681-3881 Albor Restaurant Group LLC |
| 1733 East Main St. | Reedsburg | WI | 53959 | 608/768-2000 EYM Chicken of Wisconsin LLC |
| 200 S Eisenhower Pkwy | Rhineland | WI | 54501 | 715/841-9380 Sioux Falls Bell LLC |
| 11 E. Burton Street | Rice Lake | WI | 54868 | 715/234-2888 Pacific Bells LLC |
| 1950 US Highway 14 East | Richland Center | WI | 53581 | 608/647-2178 Bell Great Lakes LLC |
| 1180 West Fond Du Lac | Ripon | WI | 54971 | 920/745-3003 FQSR LLC (dba KBP Foods) |
| 250 S. Foster Dr. | Saukville | WI | 53080 | 262/268-6997 Sundance Inc. |
| 704 Grand Avenue | Schofield | WI | 54476 | 715/359-4060 Sioux Falls Bell LLC |
| 1266 East Green Bay Street | Shawano | WI | 54166 | 715/524-8143 Tonn's Inc. |
| 3205 Erie Ave | Sheboygan | WI | 53081 | 920/452-0639 Sundance Inc. |

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|-------------------------|------------------|----|-------|--|
| 3026 S. Business Drive | Sheboygan | WI | 53081 | 920/457-2944 Sundance Inc. |
| 112 N Chicago Ave | South Milwaukee | WI | 53172 | 414/764-0362 Sundance Inc. |
| 802 West Wisconsin | Sparta | WI | 54656 | 608/269-7188 HAZA Bell of Nebraska LLC |
| 433 Division St | Stevens Point | WI | 54481 | 715/342-0933 Pacific Bells LLC |
| 5400 Highway 10 East | Stevens Point | WI | 54481 | 715/345-9736 Pacific Bells LLC |
| 1324 Nygaard | Stoughton | WI | 53589 | 608/205-1000 EYM Chicken of Wisconsin LLC |
| 1331 Green Bay Road | Sturgeon Bay | WI | 54235 | 920/746-5258 Tonn's Inc. |
| 2005 McCoy Rd | Sun Prairie | WI | 53590 | 608/825-2960 Border Foods of Wisconsin LLC |
| W. 249 N. 6498 Hwy 164 | Sussex | WI | 53089 | 262/820-0281 Albor Restaurant Group LLC |
| 205 Wittig Road | Tomah | WI | 54660 | 608/372-4333 HAZA Bell of Nebraska LLC |
| 671 Hometown Circle | Verona | WI | 53593 | 608/845-1340 Border Foods of Wisconsin LLC |
| 1729 S Church St | Watertown | WI | 53094 | 920/206-1727 MMC Enterprises Ltd |
| 21195 Highway 18 | Waukesha | WI | 53186 | 262/821-9322 Albor Restaurant Group LLC |
| 405 W Sunset Dr | Waukesha | WI | 53189 | 262/521-2127 Albor Restaurant Group LLC |
| 2707 N. Grandview | Waukesha | WI | 53188 | 262/290-5780 Albor Restaurant Group LLC |
| 600 W. Main Street | Waunakee | WI | 53597 | 608/688-0021 MITRA QSR KNE LLC |
| 1092 W. Fulton Street | Waupaca | WI | 54981 | 715/942-0546 Pacific Bells LLC |
| 114 Shaler | Waupun | WI | 53963 | 920/324-3070 MMC Enterprises Ltd |
| 1730 US Highway 51 N | Wausau | WI | 54401 | 715/675-9592 Sioux Falls Bell LLC |
| 510 N Mayfair Rd | Wauwatosa | WI | 53226 | 414/771-3959 Pacific Bells LLC |
| 1361 S. 60th St. | West Allis | WI | 53214 | 414/258-1607 Albor Restaurant Group LLC |
| 11011 W National Avenue | West Allis | WI | 53227 | 414/543-2388 Albor Restaurant Group LLC |
| 619 W Pine St | West Baraboo | WI | 53913 | 608/356-1193 Bell Great Lakes LLC |
| 1307 S Main Street | West Bend | WI | 53095 | 262/335-1793 Sundance Inc. |
| 1535 W. Main Street | Whitewater | WI | 53190 | 262/473-1535 MMC Enterprises Ltd |
| 321 Highway 13 | Wisconsin Dells | WI | 53965 | 608/254-6039 Bell Great Lakes LLC |
| 1750 8th Street South | Wisconsin Rapids | WI | 54494 | 715/303-1282 Mitra Midwest Acquisition LLC |
| 3560 US Route 60 East | Barboursville | WV | 25504 | 304/733-5657 Charter Central LLC |
| 855 Ritter Drive | Beaver | WV | 25813 | 304/362-0560 Charter Central LLC |
| 1104 N. Eisenhower Dr. | Beckley | WV | 25801 | 304/256-6389 Charter Central LLC |
| 2340 E DUPONT AVE | Belle | WV | 25015 | 304/949-4113 Charter Foods Inc. |
| 207 Marshall St. | Benwood | WV | 26031 | 304/232-7507 Charter Central LLC |
| 72 West Main Street | Buckhannon | WV | 26201 | 304/473-7575 Fiestas WVA LLC |
| 64 Flowing Springs Rd | Charles Town | WV | 25414 | 304/725-2772 BurgerBusters Inc. |
| 5709 MacCorkle Ave SE | Charleston | WV | 25304 | 304/925-6034 Charter Central LLC |

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|-------------------------|------------------|----|-------|--|
| 4200 MacCorkle Ave SW | Charleston | WV | 25309 | 304/766-6648 Charter Central LLC |
| 1664 3rd Ave | Charleston | WV | 25312 | 304/344-1401 Charter Central LLC |
| 3500 MacCorkle Ave | Charleston | WV | 25304 | 304/925-1751 Charter Central LLC |
| 1625 Washington St East | Charleston | WV | 25311 | 304/807-9801 Charter Central LLC |
| 4891 Midland Trail West | Charmco | WV | 25958 | 304/438-5100 BFS Concepts Inc. |
| 449 Carolina Avenue | Chester | WV | 26034 | 304/459-9037 Charter Central LLC |
| 105 Emily Dr | Clarksburg | WV | 26301 | 304/622-5757 New Fiestas Trust |
| 322 Goth Mountain Rd | Cross Lanes | WV | 25313 | 304/776-1442 Charter Central LLC |
| 1962 Smoot Ave | Danville | WV | 25053 | 304/307-2176 BFS Concepts Inc. |
| 919 Dunbar Ave | Dunbar | WV | 25064 | Charter Central LLC |
| 1509 Harrison Ave | Elkins | WV | 26241 | 304/637-5757 New Fiestas Trust |
| 103 Crossings Mall Road | Elkview | WV | 25071 | 304/935-0450 Charter Central LLC |
| 11 Southland Drive | Fairmont | WV | 26554 | 304/363-5620 Fiestas WVA LLC |
| 154 Whitewater Avenue | Fayetteville | WV | 25840 | 304/574-2055 Charter Foods Inc. |
| 2515 5th Ave | Huntington | WV | 25703 | 304/529-6884 Charter Central LLC |
| 5181 US Route 60 E | Huntington | WV | 25705 | 304/736-8226 Charter Central LLC |
| 238 Washington Avenue | Huntington | WV | 25701 | 304/697-0062 Charter Central LLC |
| 3335 US Route 60 | Huntington | WV | 25705 | 304/525-9722 Charter Central LLC |
| 100 Kinetic Drive | Huntington | WV | 25701 | 681/432-0045 Sun Culinary LLC |
| 4152 State Rt 34 | Hurricane | WV | 25526 | 304/757-0903 Charter Central LLC |
| 52 Arbys Way | Hurricane | WV | 25526 | 304/562-5256 Charter Central LLC |
| 4812 Gerrardstown Rd | Inwood | WV | 25428 | 304/821-5547 BurgerBusters VIII L.L.C. |
| 1111 Rt 75 | Kenova | WV | 25530 | 304/453-1000 Sun Culinary LLC |
| 3899 Route 75 | Lavalette | WV | 25704 | 304/523-2059 BFS Concepts Inc. |
| 303 Gateway Blvd. | Lewisburg | WV | 24901 | 304/647-5955 Daniel Ream |
| 212 Riverview Ave | Logan | WV | 25601 | 304/752-4397 Charter Foods Inc. |
| 1020 Foxcroft Avenue | Martinsburg | WV | 25401 | 304/264-9161 Mykonos Restaurants LLC |
| 1359 Edwin Miller Blvd | Martinsburg | WV | 25404 | 304/901-4577 BurgerBusters VIII L.L.C. |
| 5610 Hammonds Mill Road | Martinsburg | WV | 25404 | 681/242-2875 BurgerBusters VIII L.L.C. |
| 21 Perry Morris Square | Milton | WV | 25541 | 304/743-9401 Charter Central LLC |
| 128 Elizabeth Pike | Mineral Wells | WV | 26150 | 304/489-4243 Charter Central LLC |
| 347 Patteson Dr | Morgantown | WV | 26505 | 304/599-1425 New Fiestas Trust |
| 302 Cheat Road | Morgantown | WV | 26508 | 304/292-1520 Fiestas WVA LLC |
| 103 LaFayette Ave | Moundsville | WV | 26041 | 304/845-9724 Charter Central LLC |
| 210 North State Route 2 | New Martinsville | WV | 26155 | 304/455-4038 Charter Central LLC |

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|-------------------------|------------------|----|-------|---|
| State Route 971 | Oceana | WV | 24870 | 304/682-4320 BFS Concepts Inc. |
| 300 Gihon Village | Parkersburg | WV | 26101 | 304/428-4065 Charter Central LLC |
| 1225 Stafford Dr | Princeton | WV | 24740 | 304/487-6076 Charter Central LLC |
| 121 Lyle Way | Princeton | WV | 24740 | 304/487-0499 Charter Central LLC |
| 500 Washington St. | Ravenswood | WV | 26164 | 304/273-5683 Charter Foods Inc. |
| 631 West Main Street | Ripley | WV | 25271 | 304/372-7780 Neighborhood Taco LLC |
| 301 MacCorkle Ave | Saint Albans | WV | 25177 | 304/722-2661 Charter Central LLC |
| 1002 2nd Street | Saint Marys | WV | 26170 | 681/612-0571 Charter Central LLC |
| Route 60 | Smithers | WV | 25186 | 304/981-2502 BFS Concepts Inc. |
| 901 Robert C Byrd Dr. | Sophia | WV | 25921 | 304/683-9378 Charter Foods Inc. |
| 2525 Mountaineer Blvd | South Charleston | WV | 25309 | 304/746-7722 Charter Central LLC |
| 450 Ripley Rd | Spencer | WV | 25276 | 304/927-2269 Charter Foods Inc. |
| 902 Industrial Drive | Summersville | WV | 26651 | 304/872-5757 New Fiestas Trust |
| 1994 Sutton Lane | Sutton | WV | 26601 | 304/765-3891 FQSR LLC (dba KBP Foods) |
| 35 McCormick Way | Triadelphia | WV | 26059 | 304/316-2042 Charter Central LLC |
| 600 Grand Central Ave | Vienna | WV | 26105 | 304/295-5622 Charter Central LLC |
| 224 Three Springs Drive | Weirton | WV | 26062 | 304/723-5822 Charter Foods Inc. |
| 100 Market Place Mall | Weston | WV | 26452 | 304/997-4920 Aarsand II L.L.C. a Maryland |
| 7 Commerce Dr | Westover | WV | 26501 | 304/291-6071 Fiestas WVA LLC |
| 770 National Road | Wheeling | WV | 26003 | 304/233-4305 Charter Central LLC |
| 3340 C-Y Ave | Casper | WY | 82604 | 307/266-4769 Border Foods of Wyoming LLC |
| 86 SE Wyoming Blvd | Casper | WY | 82609 | 307/266-0056 Border Foods of Wyoming LLC |
| 2500 E Lincoln Way | Cheyenne | WY | 82001 | 307/778-7699 Border Foods of Wyoming LLC |
| 1729 Dell Range Blvd | Cheyenne | WY | 82009 | 307/778-8594 Border Foods of Wyoming LLC |
| 737 Overthrust | Evanston | WY | 82930 | 307/789-0507 Source Foods Inc. |
| 701 E Boxelder Rd | Gillette | WY | 82716 | 307/682-3355 Border Foods of Wyoming LLC |
| 82 Uinta Drive | Green River | WY | 82935 | 307/875-0185 DDO-Utah LLC |
| 2121 Grand Ave | Laramie | WY | 82070 | 307/745-5008 Border Foods of Wyoming LLC |
| 2421 Plaza Street | Rawlins | WY | 82301 | 307/328-5890 Border Foods of Wyoming LLC |
| 1812 North Federal Blvd | Riverton | WY | 82501 | 307/856-7443 Border Foods of Wyoming LLC |
| 108 Westland Way | Rock Springs | WY | 82901 | 307/382-8089 DDO-Utah LLC |
| 1655 Coffeen Ave | Sheridan | WY | 82801 | 307/672-8866 Border Foods of Wyoming LLC |

CLOSED OR TRANSFERRED FRANCHISE RESTAURANTS

| Legal Entity | City | State | Business Phone | Reason | Unit State |
|---|-------------------|--------------|-----------------------|----------------------|-------------------|
| MEA Enterprises, Inc. | Kodiak | AK | 907/481-3555 | Closed 1 | AK |
| Tacala Austin Corp. | Vestavia Hills | AL | 205/443-9600 | Closed 2 | TX |
| Tacala LLC | Vestavia Hills | AL | 205/443-9600 | Closed 1 | AL |
| K-Mac Enterprises, Inc. | Fort Smith | AR | 479/646-2053 | Closed 1 | AR |
| Craig Langel, Phil Rhee, Chad Motsinger | Oro Valley | AZ | 520/789-7915 | Majority Transfer 18 | AZ |
| TacoBocci, LLC | Oro Valley | AZ | 520/789-7915 | Closed 1 | AZ |
| Mas Bells, LLC | Scottsdale | AZ | 480/429-6999 | Transferred 10 | AZ |
| Westaco Inc. | Scottsdale | AZ | 480/429-6999 | Transferred 36 | AZ |
| Lyon, Gary | Auburn | CA | 530/889-9191 | Closed 1 | CA |
| Lyon, Gary | Auburn | CA | 530/889-9191 | Transferred 1 | CA |
| C&R Restaurant Group, L.P. | Costa Mesa | CA | 714/594-5120 | Closed 1 | CA |
| Kumar Management, Corporation | Foster City | CA | 650/312-9934 | Closed 1 | CA |
| Source Foods, Inc. | Los Altos | CA | 801/313-8000 | Closed 1 | CA |
| Source Foods, Inc. | Los Altos | CA | 801/313-8000 | Closed 1 | CO |
| Great American Chicken Corp. | Los Angeles | CA | 310/883-7900 | Closed (Flipped) 3 | CA |
| Great American Chicken Corp. | Los Angeles | CA | 310/883-7900 | Transferred 3 | CA |
| Sikander Bana | Los Angeles | CA | 310/450-7445 | Closed 1 | CA |
| Clarence J. Payatt Taco Bucks Trust | Oxnard | CA | 805/798-7122 | Transfer 2 | CA |
| D. G. Smith Enterprises, Inc. | Sacramento | CA | 916/338-7770 | Closed 1 | CA |
| Bell Indiana LLC | San Francisco | CA | 317/288-9581 | Closed 1 | IN |
| Golden Gate Bell, LLC | Sonoma | CA | 602/432-7040 | Closed 4 | CA |
| DeClerck Enterprises, A Partnership | Yreka | CA | 530/842-4827 | Closed 1 | CA |
| Great West Hospitality, Inc. | Avon | CO | 970/748-8953 | Closed 1 | IA |
| Great West Hospitality, Inc. | Avon | CO | 970/748-8953 | Transferred 5 | IA |
| Great West Hospitality, Inc. | Avon | CO | 970/748-8953 | Transferred 3 | NE |
| Great West Hospitality, Inc. | Avon | CO | 970/748-8953 | Transferred 5 | WI |
| Colomex, Inc. | Colorado Springs | CO | 719/633-2500 | Transferred 27 | CO |
| Alvarado Concepts, LLC | Denver | CO | 303/745-0555 | Closed 2 | CO |
| Palo Alto, Inc. | Greenwood Village | CO | 303/745-0555 | Closed 1 | NM |
| Mid-South Bells, LLC | Clearwater | FL | 727/443-5656 | Closed 1 | SC |

| | | | | | |
|------------------------------------|-------------------|----|--------------|----------------|----|
| Southeast QSR, LLC | Clearwater | FL | 727/443-5656 | Closed 1 | AL |
| Southeast QSR, LLC | Clearwater | FL | 727/443-5656 | Closed 2 | FL |
| Southeast QSR, LLC | Clearwater | FL | 727/443-5656 | Closed 2 | GA |
| NVP Properties, Inc. | Macon | GA | 703/444-1561 | Transferred 1 | GA |
| Central Iowa KFC, Inc. | Columbus Junction | IA | 319/728-3282 | Closed 1 | IA |
| Timberline Management, Inc. | Hiawatha | IA | 319/378-1035 | Transferred 10 | IA |
| Cantina Chicago, LLC | Riverwoods | IL | 847/955-1000 | Transferred 1 | IL |
| T M & D, Inc. | Batesville | IN | 812/934-2525 | Transferred 1 | IN |
| Carlisle U.S. 20 Restaurants, Inc. | Portage | IN | 219/762-2105 | Closed 1 | IN |
| FQSR, LLC (dba KBP Foods) | Overland Park | KS | 913/428-3636 | Closed 1 | AL |
| FQSR, LLC (dba KBP Foods) | Overland Park | KS | 913/428-3636 | Closed 1 | GA |
| FQSR, LLC (dba KBP Foods) | Overland Park | KS | 913/428-3636 | Closed 1 | KS |
| FQSR, LLC (dba KBP Foods) | Overland Park | KS | 913/428-3636 | Closed 1 | LA |
| FQSR, LLC (dba KBP Foods) | Overland Park | KS | 913/428-3636 | Closed 1 | NC |
| FQSR, LLC (dba KBP Foods) | Overland Park | KS | 913/428-3636 | Closed 1 | OK |
| Luihn VantEdge Partners, LLC | Overland Park | KS | 919/850-0558 | Closed 1 | NC |
| TB Of America, Inc. | Wichita | KS | 316/722-5670 | Closed 1 | NE |
| TYMATT, LLC | Bowling Green | KY | 270/783-8880 | Transferred 4 | KY |
| TYMATT, LLC | Bowling Green | KY | 270/783-8880 | Transferred 3 | TN |
| Kentucky Bell, Inc. | Paducah | KY | 270/554-8835 | Transferred 3 | KY |
| Dave Evans | Hanover | MA | 781/982-0755 | Closed 1 | RI |
| Conifer Industries, Inc. | New Gloucester | ME | 207/926-4147 | Transferred 2 | ME |
| Frederick R. Thurston | New Gloucester | ME | 207/926-4147 | Transferred 5 | ME |
| MATT T, LLC | New Gloucester | ME | 207/926-4147 | Transferred 1 | ME |
| Matthew E. Thurston | New Gloucester | ME | 207/926-4147 | Transferred 3 | ME |
| Thurston Restaurants, LLC | New Gloucester | ME | 207/926-4147 | Transferred 1 | ME |
| Con-Serve, Inc. | Berrien Springs | MI | | Transferred 1 | MI |
| Sundance, Inc. | Brighton | MI | 248/446-0100 | Closed 2 | IL |
| Sundance, Inc. | Brighton | MI | 248/446-0100 | Closed 2 | MI |
| Cajian Bell Inc. | Columbia | MO | 573/442-8373 | Transferred 1 | MN |
| CED Management, LLC | Columbia | MO | 573/442-8373 | Transferred 1 | ND |
| CED Management, LLC | Columbia | MO | 573/442-8373 | Transferred 1 | SD |
| Dakota Dunafon, Inc. | Columbia | MO | 573/442-8373 | Transferred 10 | ND |
| Dakota Dunafon, Inc. | Columbia | MO | 573/442-8373 | Transferred 1 | SD |

| | | | | | |
|---|-------------------|----|--------------|----------------------|----|
| Paradise Foods, Inc. | Natchez | MS | 601/445-9710 | Transferred 1 | MS |
| Dwight Fraser | Woodstock | NB | 506/323-1878 | Closed 1 | IA |
| Phoenix Taco, L.L.C. | Morganton | NC | 828/437-8000 | Closed 1 | NC |
| William J. Branstrom, Jr. GST Irrevocable Trust, Jerry Norwell and J. Douglas Wilkins | Morganton | NC | 828/437-8000 | Majority Transfer 19 | NC |
| William J. Branstrom, Jr. GST Irrevocable Trust, Jerry Norwell and J. Douglas Wilkins | Morganton | NC | 828/437-8000 | Majority Transfer 4 | SC |
| Divine of Tampa, LLC | Paramus | NJ | 973/342-1421 | Closed 1 | FL |
| Southeast New Mexico Foods, Inc. | Las Cruces | NM | 575/523-1565 | Transferred 1 | TX |
| Karnamaa Fast Foods, Inc. | Primm | NV | 702/874-1023 | Closed 1 | NV |
| C.L. Inc. | Westerville | OH | 614/898-5482 | Closed 1 | OH |
| C.L. Inc. | Westerville | OH | 614/898-5482 | Transferred 1 | OH |
| Bower and Son, Inc. | Kingston | PA | 570/287-6216 | Transferred 1 | PA |
| JG&G, Inc. | Kingston | PA | 570/287-6216 | Transferred 1 | PA |
| New Jersey Restaurants, LLC | West Conshohocken | PA | 610/260-1500 | Closed 1 | NJ |
| Oak Restaurants, LLC | West Conshohocken | PA | 610/260-1500 | Closed 2 | PA |
| Spruce Restaurants, LLC | West Conshohocken | PA | 610/260-1500 | Closed 1 | PA |
| American Hospitality Corporation | Brentwood | TN | 615/377-5717 | Closed 1 | TN |
| AG Bells, LLC | Memphis | TN | 312/810-6184 | Closed 1 | OH |
| Charter Central, LLC | Talbott | TN | 423/587-0690 | Closed 1 | PA |
| Delect Foods, Inc. | Houston | TX | 281/888-2439 | Closed 1 | TX |
| SST Investments, LLC | Houston | TX | 281/569-4640 | Closed 1 | TX |
| Mas Restaurant Group, LLC | Houston | TX | 281/948-5455 | Closed 1 | TX |
| Mitra Midwest Operations, LLC | Plano | TX | 214/440-4144 | Closed 1 | MO |
| MITRA QSR KNE, LLC | Plano | TX | 214/440-4144 | Closed 1 | OK |
| P2 Restaurants Inc. | Richmond | VA | 804/269-8288 | Closed 1 | VA |
| BurgerBusters VIII, L.L.C. | Virginia Beach | VA | 757/412-0112 | Closed 1 | VA |
| Orchard SPE LLC | Silverdale | WA | 360/698-8600 | Transferred 3 | WA |
| Coastal Plains Restaurants, LLC | Woodinville | WA | 425/486-6336 | Closed 1 | SC |
| CRR Franchising, Inc. | Reedsburg | WI | 608/768-2002 | Transferred 1 | WI |

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT J

FINANCIAL STATEMENTS

TACO BELL FRANCHISOR, LLC**Financial Statements**

December 29, 2020 and December 31, 2019

(With Independent Auditors' Report Thereon)

TACO BELL FRANCHISOR, LLC**Table of Contents**

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KPMG LLP
Suite 2600
400 West Market Street
Louisville, KY 40202

Independent Auditors' Report

Taco Bell Franchisor, LLC:

We have audited the accompanying financial statements of Taco Bell Franchisor, LLC which comprise the balance sheets as of December 29, 2020 and December 31, 2019, and the related statements of income, member's equity, and cash flows for each of the fiscal years in the three-year period ended December 29, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Taco Bell Franchisor, LLC as of December 29, 2020 and December 31, 2019, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 29, 2020 in accordance with U.S. generally accepted accounting principles.

KPMG LLP

Louisville, Kentucky
March 26, 2021

TACO BELL FRANCHISOR, LLC
Balance Sheets
 As of December 29, 2020 and December 31, 2019
 (In thousands)

| Assets | 2020 | 2019 |
|---|------------------|------------------|
| Current assets: | | |
| Restricted cash and cash equivalents | \$ 34,166 | \$ 34,166 |
| Accounts receivable, net of allowance for doubtful accounts of \$7 and \$149 | 23,125 | 21,719 |
| Franchise incentives | 2,764 | 2,308 |
| Due from affiliates | 3,605 | 4,569 |
| Total current assets | <u>63,660</u> | <u>62,762</u> |
| Long-term franchise incentives | 24,864 | 24,007 |
| Total assets | <u>\$ 88,524</u> | <u>\$ 86,769</u> |
| Liabilities and Member's Deficit | | |
| Current liabilities: | | |
| Due to affiliates | \$ 542 | \$ 2,186 |
| Deferred franchise fees | <u>3,916</u> | <u>3,363</u> |
| Total current liabilities | <u>4,458</u> | <u>5,549</u> |
| Long-term deferred franchise fees | <u>52,306</u> | <u>46,517</u> |
| Total liabilities | <u>56,764</u> | <u>52,066</u> |
| Member's equity: | | |
| Member's equity | <u>31,760</u> | <u>34,703</u> |
| Total member's equity | <u>31,760</u> | <u>34,703</u> |
| Total liabilities and member's equity | <u>\$ 88,524</u> | <u>\$ 86,769</u> |

See accompanying notes to the financial statements.

TACO BELL FRANCHISOR, LLC

Statements of Income

Fiscal years ended December 29, 2020, December 31, 2019 and December 25, 2018

(In thousands)

| | 2020 | 2019 | 2018 |
|---|-------------------|----------------|----------------|
| Revenues: | | | |
| Franchise and license fees | \$ 322,647 | 269,871 | 180,727 |
| Royalties from affiliates | 48,385 | 50,390 | 56,675 |
| Total revenues | <u>371,032</u> | <u>320,261</u> | <u>237,402</u> |
| Costs and expenses (recoveries): | | | |
| Bad debt (recoveries) expense | <u>(79)</u> | <u>23</u> | <u>146</u> |
| Total costs and expenses (recoveries) | <u>(79)</u> | <u>23</u> | <u>146</u> |
| Operating profit | 371,111 | 320,238 | 237,256 |
| Interest income | 119 | 634 | 250 |
| Net income | <u>\$ 371,230</u> | <u>320,872</u> | <u>237,506</u> |

See accompanying notes to the financial statements.

TACO BELL FRANCHISOR, LLC
Statements of Member's Equity

Fiscal years ended December 29, 2020, December 31, 2019 and December 25, 2018

(In thousands)

| | |
|--|-------------------------|
| Balance at December 26, 2017 | \$ 33,446 |
| Net income | 237,506 |
| Cash contribution from member | 8,861 |
| Cumulative effect of the adoption of new accounting standard for revenue recognition | (20,257) |
| Non-cash distributions | <u>(240,296)</u> |
| Balance at December 25, 2018 | 19,260 |
| Net income | 320,872 |
| Distributions to member | <u>(305,429)</u> |
| Balance at December 31, 2019 | 34,703 |
| Net income | 371,230 |
| Distributions to member | <u>(374,173)</u> |
| Balance at December 29, 2020 | \$ <u><u>31,760</u></u> |

See accompanying notes to the financial statements.

TACO BELL FRANCHISOR, LLC
Statements of Cash Flows

Fiscal years ended December 29, 2020, December 31, 2019 and December 25, 2018

(In thousands)

| | 2020 | 2019 | 2018 |
|--|------------------|------------------|---------------|
| Cash flows from operating activities: | | | |
| Net income | \$ 371,230 | \$ 320,872 | 237,506 |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities: | | | |
| Non-cash distributions | (374,173) | (305,429) | (240,296) |
| Provision (recoveries) for doubtful accounts | (79) | 23 | 146 |
| Changes in operating assets and liabilities: | | | |
| Changes in Accounts receivables | (1,327) | (6,273) | (6,271) |
| Changes in Franchise incentives | (1,313) | (18,920) | (3,312) |
| Changes in Due from affiliates | 964 | (876) | 1,159 |
| Changes in Due to affiliates | (1,644) | 922 | 177 |
| Changes in Deferred franchise fees | <u>6,342</u> | <u>9,642</u> | <u>10,927</u> |
| Net cash provided by (used in) operating activities | <u>—</u> | <u>(39)</u> | <u>36</u> |
| Cash flows provided by investing activities | <u>—</u> | <u>—</u> | <u>—</u> |
| Cash flows provided by financing activities: | | | |
| Cash contribution from member | <u>—</u> | <u>—</u> | <u>8,861</u> |
| Cash provided by financing activities | <u>—</u> | <u>—</u> | <u>8,861</u> |
| Net increase (decrease) in restricted cash and cash equivalents | <u>—</u> | <u>(39)</u> | <u>8,897</u> |
| Restricted Cash and Restricted Cash Equivalents – Beginning of Year | <u>34,166</u> | <u>34,205</u> | <u>25,308</u> |
| Restricted Cash and Restricted Cash Equivalents – End of Year | <u>\$ 34,166</u> | <u>\$ 34,166</u> | <u>34,205</u> |

See accompanying notes to the financial statements.

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

(1) Description of the Business

Taco Bell Franchisor, LLC (the "Company") is a wholly owned subsidiary of Taco Bell Franchisor Holdings, LLC ("Franchisor Holdco"), which is wholly owned by Taco Bell Funding, LLC ("the Issuer"). The Issuer is a wholly-owned subsidiary of Taco Bell Corp. ("TBC") whose ultimate parent company is Yum Brands, Inc. ("YUM"). The Issuer has four direct or indirect wholly-owned subsidiaries, Franchisor Holdco, the Company, Taco Bell Franchise Holder 1, LLC ("Franchise Holder") and Taco Bell IP Holder LLC ("IP Holder"). The Issuer and its subsidiaries were formed as single-member, special purpose Delaware limited liability companies in connection with its financing arrangement described in Note 5, which was completed on May 11, 2016 (the "Closing Date"). The Company commenced operations on the Closing Date.

On the Closing Date, TBC entered into contribution agreements with the Issuer pursuant to which TBC contributed certain assets to the Issuer and its subsidiaries, including all third-party franchise and development agreements existing on the Closing Date and certain U.S. intellectual property ("IP") related to the Taco Bell brand. IP Holder owns and licenses Closing Date IP and IP created, developed or acquired after the Closing Date related to the Taco Bell Brand (collectively "Securitization IP").

The terms "franchise" or "franchisee" within these financial statements are meant to describe third parties that operate units under either franchise or license agreements as well as affiliated restaurants operating under master franchise and license agreements with the Company as described in Note 4.

The Company's primary business purpose is, among other things, to serve as the franchisor under U.S. agreements executed on or after the Closing Date. Franchise Holder serves as the franchisor under U.S. franchise agreements contributed to Franchise Holder by TBC on the Closing Date. The Company had no rights to any existing franchise agreements contributed to Franchise Holder prior to the Closing Date. Franchisor Holdco serves as the holding company of both the Company and Franchise Holder. The Company's franchise agreements include the master franchise agreements with its affiliated entities described in Note 4, and any U.S. franchise agreements executed after the Closing Date relating to the Taco Bell brand for new restaurants as well as franchise transfers and successor agreements for stores that existed at the Closing Date and were contributed to Franchise Holder. The Company had 4,114 units, 3,754 units and 3,127 units at December 29, 2020, December 31, 2019 and December 25, 2018, respectively. The increase is driven by new restaurants and transfers of franchise restaurants that existed at the Closing Date from Franchise Holder to the Company.

The Company and Franchise Holder franchise both traditional and non-traditional Mexican-style quick service restaurants which prepare, package and sell a menu of competitively priced food items operating under the Taco Bell brand. Traditional restaurants can feature dine-in, carryout, drive-thru or delivery services through third parties. Non-traditional units include express units and kiosks which have a more limited menu and operate in non-traditional locations like malls, airports, gasoline service stations, train stations, subways, convenience stores, stadiums, amusement parks and colleges, where a full-scale traditional outlet would not be practical or efficient.

The activities of the Company are limited to:

- licensing from IP Holder, for a 99-year term, an exclusive (except as to each other initial licensee thereunder) royalty-free license to use and sublicense Securitization IP in the U.S. in connection with the restaurants operating under the Taco Bell brand and as part of the Company's corporate name or trade name;
- acting as franchisor under the applicable franchise agreements;
- entering into new franchise agreements and other related agreements with U.S. franchisees;

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

- maintaining a franchise capital account and any funds on deposit therein;
- entering into the guarantee and collateral agreement, pursuant to which the Company guarantees the Issuer's notes described in Note 5, guaranteeing additional series of notes from time to time and, pursuant to the guarantee and collateral agreement, granting to the trustee a lien on certain collateral owned by the Company as security for obligations of the Issuer and the obligations of the Company under the guarantee and collateral agreement;
- entering into the management agreement, pursuant to which TBC ("the Manager") will manage assets and provide certain other services on behalf of securitization entities as described in Note 4;
- entering into the other transaction documents to which it is a party and undertaking any other activities related thereto.

The Company is required to maintain a minimum of \$15 million in net worth in order to qualify for the large franchisor exemption under certain U.S. state franchise registration laws. As of December 29, 2020, the Company had \$31.8 million of net worth reflected as member's equity.

Cash generated by the franchise agreements is not directly collected by the Company or Franchise Holder as such cash is deposited into an account held in the name of the Issuer and such cash is transferred to trustee cash accounts described in Note 5. The Company, Franchise Holder, Franchisor Holdco, the Issuer and IP Holder (collectively the "Securitization Entities") have entered into a management agreement with the Manager under which the Manager performs certain services related to franchise arrangements and other assets held by the Securitization Entities, including collecting franchise payments and managing the assets. See Note 4 for further discussion of the management agreement.

(2) Summary of Significant Accounting Policies

(a) Basis of Presentation and Consolidation

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the U.S. ("U.S. GAAP") and include the accounts of the Company, which has no subsidiaries.

(b) Use of Estimates

The preparation of the financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

(c) Fiscal Year

The Company fiscal year ends on the last Tuesday in December. As a result, there will be either 52 or 53 weeks in the fiscal year.

Fiscal year 2019 included 53 weeks which added \$5.6 million to Total revenues and Net income in its 2019 Statement of Income.

The next fiscal year scheduled to include a 53rd week is 2024.

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

(d) Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents represent funds the Company has temporarily invested (with original maturities not exceeding three months). The Company's restricted cash and cash equivalents of \$34.2 million as of both December 29, 2020 and December 31, 2019 are held in a trust account and relate to an interest reserve required under the indenture as described in Note 5. This balance is deposited at one financial institution and exceeds amounts federally insured. The Company has not experienced losses in such account and management believes the Company mitigates its risk by utilizing a major financial institution.

(e) Accounts Receivable

The Company's receivables are primarily generated from ongoing business relationships with its third-party franchisees as a result of franchise agreements. Trade receivables consisting of royalties from third-party franchisees are classified as Accounts receivable, net in the Balance Sheets. Receivables consisting of royalties from stores operated by TBC and its affiliate entity Taco Bell of America, LLC ("TBA") under master franchise agreements as described in Note 4 are classified as Due from affiliates in the Balance Sheets. Trade receivables from third party franchisees and affiliates are generally due on or before the 5th business day immediately following the accounting period in which the sales were made. Effective with the adoption of the Financial Accounting Standards Board's ("FASB") Accounting Standards Update ("ASU") 2016-13, Financial Instruments—Credit Losses ("Topic 326") at the beginning of the fiscal year ended December 29, 2020, receivables are now stated net of expected credit losses. There was no impact to the Company's net receivables as a result of adopting Topic 326. Expected credit losses for uncollectible franchisee receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions considered include pre-defined aging criteria as well as specified events that indicate the Company may not collect the balance due. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available data regarding default probability. While the best information available is used in making a determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond the Company's control. Trade accounts receivable that are ultimately deemed to be uncollectible, and for which collection efforts have been exhausted, are written off against the allowance for doubtful accounts. Write-offs in 2020 and 2019 were \$62 thousand and \$107 thousand, respectively.

(f) Fair Value of Financial Instruments

The carrying amount of accounts receivable and restricted cash and cash equivalents approximate fair value because of the short-term nature of these instruments.

(g) Franchise and License Operations

The Company executes franchise agreements for units operated by third parties as well as for its affiliated entities, TBC and TBA, under master franchise agreements described in Note 4. Such agreements set out the terms of the arrangement with the franchisee. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee and continuing fees based upon a percentage of sales. The franchise agreement does not afford franchisees any right to renew the same, or to obtain a successor franchise agreement, following expiration. At the end of the franchise agreement term, a franchisee may request a successor franchise agreement, which TBC as manager may grant at its sole discretion.

Additionally, the Company offers cash and other incentives from time-to-time to qualifying franchisees under various franchise incentive programs. Such programs include but are not limited to cash to incent franchisees to open certain types of new restaurants and offering free or subsidized restaurant equipment.

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

(h) Revenue Recognition

The Company adopted the FASB's ASU No 2014-09, Revenue from Contracts with Customers ("Topic 606") at the beginning of the fiscal year ended December 25, 2018 using the modified retrospective method. Topic 606 was applied to all contracts with customers as of day 1 of fiscal year 2018, and the cumulative effect of this transition was recorded as a decrease to Member's equity of \$20.3 million as of this date.

Franchise and License Fees

The Company's most significant source of revenues arises from the operation of stores by its third-party franchisees and affiliated entities. Franchise rights may be granted through a store-level franchise agreement or a master franchise agreement that sets out the terms of our arrangement with the franchisee. The Company's franchise agreements require that the franchisee remit continuing fees based on a percentage of the applicable restaurant's sales in exchange for the license of the intellectual property associated with the Taco Bell brand (the "franchise right"). The Company's store-level franchise agreements also typically require certain, less significant, upfront franchise fees such as initial fees paid upon opening of a store, upfront fees paid in conjunction with successor franchise agreements and fees paid in the event the franchise agreement is transferred to another franchisee.

Continuing fees represent the substantial majority of the consideration the Company receives under its franchise agreements. Continuing fees are typically paid each period and are usually 5.5% of sales for traditional franchise agreements and usually 10% of sales for non-traditional units. Based on the application of the sales-based royalty exception within Topic 606, continuing fees are recognized as the related restaurant sales occur.

Upfront initial fees are typically paid prior to the store opening, upfront successor fees are generally paid upon execution of the successor franchise agreement and transfer fees are generally paid when an existing agreement is transferred to another franchisee. The Company has determined that the services provided in exchange for upfront initial fees, which primarily relate to pre-opening support, and successor and transfer fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services the Company provides to its franchisees. As a result, such upfront franchise fees are recognized as revenue over the term of each respective franchise agreement. Revenues for these upfront franchise fees are recognized on a straight-line basis, which is consistent with the franchisee's right to use and benefit from the intellectual property. Revenues from continuing fees and upfront franchise fees are presented within Franchise and license fees in the Statements of Income.

Additionally, from time-to-time the Company provides non-refundable consideration to franchisees in the form of cash or other incentives (e.g. cash payments to incent new unit openings, free or subsidized equipment, etc.). The Company's intent in providing such consideration is to drive new unit development or same-store sales growth that will result in higher future revenues for the Company. Such payments are capitalized and presented within Franchise incentives in the Balance Sheets. These assets are being amortized as a reduction in Franchise and license fees over the period of expected cash flows from the franchise agreements to which the payment relates.

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

(i) Contract Liabilities

Deferred franchise fees include contract liabilities of \$50.9 million and \$45.5 million as of December 29, 2020 and December 31, 2019, respectively. These contract liabilities are comprised of unamortized upfront fees received from franchisees. Additionally, deferred franchise fees also include \$5.3 million and \$4.4 million as of December 29, 2020 and December 31, 2019, respectively, of upfront fee deposits paid to the Company associated with new franchise contracts for stores not yet opened and future successor agreements.

(j) Income Taxes

The Company was formed as a single member limited liability corporation that is disregarded for income tax purposes and is not subject to U.S. federal and state income taxes. The income of the Company is taxed and attributable to income tax filings of the TBC and YUM entities. Therefore, the accompanying Statements of Income do not include a provision for income taxes nor have current or deferred U.S. income tax assets or liabilities been recorded in the accompanying Balance Sheets.

(3) Member's Equity

The Company is authorized to issue a single class of limited liability interest. Franchisor Holdco is the sole member of the Company under its amended and restated limited liability company agreement. The Issuer contributed \$8.9 million to the Company's interest reserve trust account on November 28, 2018.

All cash collections related to the Company's franchise operations are not directly collected or held by the Company as such amounts are deposited into an account held in the name of the Issuer. Additionally, the Manager pays for franchise incentives and the Issuer reimburses the Manager with cash collected from franchise cash collections on behalf of the Company. The net cash collected by the Issuer on behalf of the Company is recorded as non-cash distributions in the Statements of Member's Equity and in the Statements of Cash Flows as such cash is never received by the Company and such amounts are not expected to be paid to the Company by the Issuer.

Upon the effective date of a newly issued franchise agreement, deferred franchise fee and unamortized franchise incentive balances, if any, associated with the legacy agreement are transferred to the Company from Franchise Holder if the issuance is accounted for as a contract continuation under Topic 606. If the issuance is accounted for as a contract termination under Topic 606 then the unamortized deferred franchise fees and franchise incentives are recognized through earnings upon the effective date of the new franchise agreement. Most often, the issuance of new franchise agreements is recognized as a contract continuation based on the continued obligation to provide the franchise right to the franchisee as well as minimal changes in the expected cash flows from the franchise agreement. The transfer of unamortized franchise incentives and deferred franchise fees balances are recorded as non-cash distributions in the Statements of Member's Equity and in the Statements of Cash Flow since the cash was never received or paid by the Company nor are these amounts expected to be cash settled between the Company and the Issuer.

Total non-cash distributions of \$374.2 million, \$305.4 million and \$240.3 million were recorded in the Statements of Member's Equity and in the Statements of Cash Flows for the fiscal years ended December 29, 2020, December 31, 2019 and December 25, 2018, respectively.

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

(4) Related Party Transactions

(a) Management Agreement

The Company does not have any employees, and the officers of the Company are employees of TBC and compensation for these officers are paid and expensed by TBC. On the Closing Date, the Securitization Entities entered into a management agreement (the “Management Agreement”) with TBC. In its capacity as the Manager of the Securitization Entities’ assets (“Managed Assets”), the Manager performs certain services on behalf of the Securitization Entities, including, among other things, collecting franchisee and licensee payments, managing the Managed Assets on behalf of the Securitization Entities, and performing certain franchising, marketing, intellectual property and operational and reporting services on behalf of the Securitization Entities with respect to the Managed Assets. In exchange for providing such services, the Manager is entitled to receive a management fee from the Issuer as defined in the Management Agreement. Neither the expenses incurred by TBC to fulfill its responsibilities under the Management Agreement, nor any management fees to compensate TBC for those services provided, are allocated to the Company, because the management fee is paid by the Issuer, and there is no reasonable basis for allocation to the Company.

(b) Master Franchise Agreements with Affiliates

On the Closing Date, the Company entered into master franchise and license agreements with TBC and TBA pursuant to which Taco Bell Franchisor grants TBC and TBA the right to operate restaurants owned by TBC and TBA and to use the Securitization IP in its restaurants for a term of 25 years. Under these agreements, TBC and TBA are required to pay continuing royalty rates consistent with those paid by third party franchisees. The continuing royalty fees of \$48.4 million, \$50.4 million and \$56.7 million for the fiscal years ended December 29, 2020, December 31, 2019 and December 25, 2018, respectively, are presented as Royalties from affiliates in the Statements of Income and the accounts receivable balance of \$3.6 million and \$4.6 million at December 29, 2020 and December 31, 2019, respectively, is presented as Due from affiliates in the Balance Sheets.

(c) Other Related Party Transactions

Due to affiliates of \$0.5 million and \$2.2 million as of December 29, 2020 and December 31, 2019, respectively, represent amounts owed by the Company to the Manager including reimbursement of cash refunds and cash incentive payments made to franchisees by the Manager on behalf of the Company.

(5) Guarantees and Other Commitment and Contingencies

The Company, Franchisor Holdco, Franchise Holder and IP Holder (collectively, the “Guarantors”), each a direct or indirect wholly owned subsidiary of the Issuer, jointly and severally guarantee the obligations of the Issuer under the indenture described below and the other transaction documents and secure such guarantees by granting to the trustee, for the benefit of the secured parties, a security interest in substantially all of the Guarantors’ assets, including the Company’s interest reserve account.

Through a series of securitization transactions, the Issuer has issued fixed rate senior secured notes (collectively, the “Securitization Notes”). The following table summarizes the Securitization Notes outstanding at December 29, 2020:

| Issuance Date | Anticipated Repayment Date ^(a) | Outstanding Principal | Stated Interest Rate |
|---------------|---|-----------------------|----------------------|
| May 2016 | May 2023 | \$ 482,500 | 4.377% |
| May 2016 | May 2026 | \$ 965,000 | 4.970% |
| November 2018 | November 2023 | \$ 808,500 | 4.318% |
| November 2018 | November 2028 | \$ 612,500 | 4.940% |

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

- (a) The legal final maturity dates of the Securitization Notes issued in 2016 and 2018 are May 2046 and November 2048, respectively. If the Issuer has not repaid or refinanced a series of Securitization Notes prior to its respective Anticipated Repayment Dates, rapid amortization of principal on all Securitization Notes will occur and additional interest will accrue on the Securitization Notes.

The May 2016 Securitization Notes were issued in transaction pursuant to which certain of TBC's domestic assets, consisting principally of franchise-related agreements and domestic intellectual property, were contributed to the Securitization Entities to secure the Securitization Notes. The Securitization Notes are secured by substantially all of the assets of the Securitization Entities, and include a lien on all existing and future U.S. Taco Bell franchise and license agreements and the royalties payable thereunder, existing and future U.S. Taco Bell intellectual property, certain transaction accounts and a pledge of the equity interests in asset-owning Securitization Entities. The remaining U.S. Taco Bell assets that were excluded from the transfers to the Securitization Entities continue to be held by TBA and TBC. The Securitization Notes are not guaranteed by the remaining U.S. Taco Bell assets, YUM or any other subsidiary of YUM.

Payments of interest and principal on the Securitization Notes are made from the amounts paid pursuant to the franchise and license agreements with all U.S. Taco Bell restaurants, including both affiliate and franchise operated restaurants. Interest on and principal payments of the Securitization Notes are due on a quarterly basis. In general, no amortization of principal of the Securitization Notes is required prior to their anticipated repayment dates unless as of any quarterly measurement date the leverage ratios (the ratio of total debt to Net Cash Flow (as defined in the related indenture)) for the preceding four fiscal quarters of either YUM or the Issuer and its subsidiaries exceeds 5.0:1, in which case amortization payments of 1% per year of the outstanding principal as of the closing of the Securitization Notes are required. As of the most recent quarterly measurement date, the leverage ratios as defined in the indenture are above 5.0:1 and, as a result, amortization payments are required.

The Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Issuer maintains specified reserve accounts to be available to make required interest payments in respect of the Securitization Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Securitization Notes under certain circumstances, (iii) certain indemnification payments relating to taxes, enforcement costs and other customary items and (iv) covenants relating to recordkeeping, access to information and similar matters. The Securitization Notes are also subject to rapid amortization events provided for in the indenture, including events tied to failure to maintain a stated debt service coverage ratio (as defined in the indenture) of at least 1.1:1, gross domestic sales for branded restaurants being below certain levels on certain measurement dates, a manager termination event, an event of default and the failure to repay or refinance the Securitization Notes on the Anticipated Repayment Date (subject to limited cure rights). The Securitization Notes are also subject to certain customary events of default, including events relating to non-payment of required interest or principal due on the Securitization Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, certain judgments and failure of the Securitization Entities to maintain a stated debt service coverage ratio. As of December 29, 2020, the Issuer was in compliance with all of its debt covenant requirements and was not subject to any rapid amortization events.

TACO BELL FRANCHISOR, LLC

Notes to Financial Statements

December 29, 2020 and December 31, 2019

(Tabular amounts in thousands)

In accordance with the Indenture, certain cash accounts have been established with the indenture trustee for the benefit of the note holders and are restricted in their use. The indenture requires a certain amount of securitization cash flow collections to be allocated on a weekly basis and maintained in cash reserve accounts. Additionally, the Issuer is required to maintain a senior notes interest reserve amount equal to the Securitization Notes interest for the next quarterly payment date. This interest reserve requirement may be met through deposits into a senior note interest reserve account and/or issuance of an interest reserve letter of credit. As of December 29, 2020, the Company had restricted cash of \$34.2 million in the senior note interest reserve account.

Additional cash reserves are required if any of the rapid amortization events occur, as noted above, or in the event that as of any quarterly measurement date the Securitization Entities fail to maintain a debt service coverage ratio (or the ratio of Net Cash Flow to all debt service payments for the preceding four fiscal quarters) of at least 1.75:1. The amount of weekly securitization cash flow collections that exceed the required weekly allocations is generally remitted to TBC. During the fiscal year ended December 29, 2020, the Securitization Entities maintained a debt service coverage ratio in excess of the 1.75:1 requirement.

(6) Subsequent Events

The Company has evaluated subsequent events occurring through March 26, 2021, the issuance date of the accompanying financial statements and related notes thereto and determined no other items require disclosure.

EXHIBIT K

State Addenda to the Disclosure Document and Franchise Agreement

STATE OF CALIFORNIA
ADDENDUM TO DISCLOSURE DOCUMENT

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The California Business and Professions Code Section 20000 through 20042 provide rights to the Franchisee concerning termination or non-renewal for a Franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

If the Franchise Agreement provides for termination upon bankruptcy, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

With respect to the franchises governed by California law, Taco Bell will comply with the California Franchise Relations Act, Section 20025, which requires except in certain specific cases, that a franchisee be given 180 days written notice for non-renewal of the franchise agreement.

Franchisor's Uniform Resource Locator ("URL") address is www.yum.com/franchising

Franchisor's website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpic.ca.gov

The State of California also requires that the following Addendum to Franchise Agreement be included in the FDD.

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

In recognition of the requirement of the California Franchise Investment Law, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT ("the Agreement") agree as follows:

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

Section 15 of the Agreement, "Expiration and Termination," shall be supplemented by the following sentences, which shall be considered an integral part of the Agreement:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

If the Franchise Agreement provides for termination upon bankruptcy, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

If the Franchise Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Section 3.8 of the Agreement, "Restaurant System and Procedures," shall be supplemented by the following sentences, which shall be considered an integral part of the Agreement:

The Franchise Agreement contains a covenant not to compete, that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

Name _____ Date _____

Date: _____

Name _____ Date _____

Name _____ Date _____

STATE OF ILLINOIS
ADDENDUM TO DISCLOSURE DOCUMENT

The Franchise Agreement states that California law governs the Agreement and permits the Franchisee to sue only in Orange County, California. Out of state litigation may force you to accept a less favorable settlement. It may also cost more to litigate with Taco Bell in Orange County, California than in your home state.

The above matters, which are governed by the Illinois Franchise Disclosure Act, will be governed by Illinois law.

IF YOU WILL BE PURCHASING A FRANCHISE IN THE STATE OF ILLINOIS: You have not been provided with financial statements of the franchisor. Therefore, you do not have knowledge of how this specific company has performed. However, the guarantor guarantees the performance of the franchisor, and a copy of the Guaranty of Performance is on file with the Attorney General.

The State of Illinois also requires that the following Addendum to Franchise Agreement be included in the FDD.

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

In recognition of the requirement of the Illinois Franchise Disclosure Act, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

Sections 16.3 and 16.4 of the Agreement, under the headings "Choice of Law and Jurisdiction and Venue," are supplemented by the following paragraph, which shall be considered an integral part of the Agreement:

"This Agreement takes effect upon its acceptance and execution by Taco Bell Franchisor, LLC, and except for matters governed by the Illinois Franchise Disclosure Act, is to be governed by and construed in accordance with the internal laws of the State of California, it being understood that Illinois Courts have jurisdiction and venue in matters concerning Illinois franchisees."

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

name _____ Date _____

Date: _____

name _____ Date _____

name _____ Date _____

STATE OF INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

Section 23-2-2.7-1(10) of the Indiana Code states that it is unlawful to limit litigation in any manner whatsoever, therefore, a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void.

The State of Indiana also requires that the following Addendum to Franchise Agreement be included in the FDD.

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

In recognition of the requirement of the Indiana Code, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 1 of the Agreement, "Grant of License," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

Section 23-2-2.7-1(2) and (4) of the Indiana Code states that "if a franchise agreement does not grant an exclusive territory, then a franchisor may not compete unfairly with a franchisee within a reasonable area."

2. Section 3.8 of the Agreement, "Restaurant Systems and Procedures," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

Section 23-2-2.7-1(9) of the Indiana Code states: "As a condition of the sale of a franchise, a franchisor may not require a prospective franchisee to covenant not to compete with the franchisor for a period longer than three (3) years, or in an area greater than the exclusive area granted by the franchise agreement, or, in absence of such a provision in the agreement, an area of reasonable size, upon termination or failure to renew the franchise."

3. Section 13.0(b) of the Agreement and Exhibit D to the Franchise Disclosure Document, shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

Section 23-2-2.7-1(5) of the Indiana Code states: "As a condition of the sale of a franchise, a franchisor may not require a prospective franchisee to assent to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under this subtitle."

4. Section 15.4 of the Agreement "Expiration and Termination," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

A provision in a franchise agreement regarding the imposition of liquidated damages is restricted or prohibited in the state of Indiana.

5. Sections 16.3 and 16.4 of the Agreement relating to the "Choice of Law and Jurisdiction and Venue" provisions, shall be supplemented by the following sentence which shall be considered an integral part of the Agreement:

Section 23-2-2.7-1(10) of the Indiana Code states: "It is unlawful for any franchise agreement entered into between a franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana, to limit litigation brought for breach of the agreement in any manner whatsoever, therefore, a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void."

To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Agreement or Exhibits or Attachments thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

name _____ Date _____

STATE OF MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

Item 17, Sections (c) and (m) are amended by adding to the Summary the following provision:

Any general release required of the prospective franchisee as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Act.

Item 17, Sections (v) and (w) are amended by adding to the Summary section the following provision:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The State of Maryland requires that the following Addendum to Franchise Agreement be included in the FDD:

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

In recognition of the requirement of the Maryland Franchise Registration and Disclosure Law, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

Sections 16.3 and 16.4 of the Agreement, "Choice of Law and Jurisdiction and Venue," are supplemented by the following sentences, which shall be considered an integral part of the Agreement:

The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Section 13.0(b) of the Agreement, "Sale and Assignment," are supplemented by the following sentences, which shall be considered an integral part of the Agreement:

The Maryland Franchise Registration and Disclosure Law states that as a condition of the sale of a franchise, a franchisor may not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under this subtitle.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

Name _____ Date _____

Date: _____

Name _____ Date _____

_____ Name _____ Date _____

STATE OF MICHIGAN
ADDENDUM TO DISCLOSURE DOCUMENT

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
(ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval recommendation, or endorsement by the Attorney General. Any questions regarding this notice should be directed to: Department of Attorney General, Consumer Protection Agency, Attn: Franchise, 670 Williams Building, 525 West Ottawa Street, Lansing, Michigan 48913 Telephone Number: (517) 373-7117

STATE OF MINNESOTA
ADDENDUM TO DISCLOSURE DOCUMENT

These franchises have been registered under the Minnesota Franchise Act. Registration does not constitute approval, recommendation, or endorsement by the Commissioner of Commerce of Minnesota or a finding by the Commissioner that the information provided herein is true, complete, and not misleading.

The Minnesota Franchise Act makes it unlawful to offer or sell any franchise in this state which is subject to registration without first providing to the franchisee, at least 7 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 7 days prior to the payment of any consideration, by the franchisee, whichever occurs first, a copy of this public offering statement, together with a copy of all proposed agreements relating to the franchise. This public offering statement contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for an understanding of all rights and obligations of both the licensor and the franchisee.

A provision in a franchise agreement which requires a franchisee to assent to a general release is prohibited under Minnesota Rule 2860.4400D.

With respect to the franchises governed by Minnesota law, Taco Bell will comply with Minnesota Statutes 80C.14 subdivisions 3, 4 and 5 which require except in certain specific cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

The Risk Factors section of the State Cover Page is supplemented by the following provision:

Minn. Stat. Sec. 80c.21 and Minn. Rule Part 2860.4400j prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80c, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The Minnesota Department of Commerce requires that Taco Bell indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of Taco Bell's trademark infringes on the trademark rights of the third party. Taco Bell will provide such indemnity only if the franchisee's use of Taco Bell's trademarks is in accordance with the requirements of the franchise. As a condition to indemnification, the franchisee must provide notice to Taco Bell of any infringement claim within ten days of the franchisee's receipt of the claim and tender the defense of the claim to Taco Bell. If Taco Bell accepts the tender of defense, Taco Bell has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

The State of Minnesota also requires that the following Addendum to Franchise Agreement be included in the FDD:

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

In recognition of the requirement of the Minnesota Franchise Act, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 14 of the Agreement, "Trademarks," shall be supplemented by the following paragraph, which shall be considered an integral part of the Agreement:

The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of Franchisor's trademark infringes trademark rights of the third party. Franchisor will provide such indemnity only if Franchisee's use of Franchisor's trademarks is in accordance with the requirements of the franchise. As a condition to indemnification, Franchisee must provide notice to Franchisor of any infringement claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Section 15 of the Agreement, "Expiration and Termination," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. Section 16.3 and 16.4 of the Agreement, "Choice of Law and Jurisdiction and Venue," shall be supplemented by the following sentences, which shall be considered an integral part of the Agreement:

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

name _____ Date _____

Date: _____

name _____ Date _____

name _____ Date _____

STATE OF NEW YORK
ADDENDUM TO DISCLOSURE DOCUMENT

Registration of this franchise by New York State does not mean that New York State recommends it or has verified the information in this offering circular. If you learn that anything in the offering circular is untrue, contact the Federal Trade Commission and New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271.

The franchisee will not be granted any exclusive territory. The franchisor may, if it chooses, negotiate with you about items covered in the prospectus. However, the franchisor cannot use the negotiating process to prevail upon a prospective franchisee to accept terms which are less favorable as those set forth in this prospectus.

Item 3 of the FDD is amended by adding at the end of the item the following provision:

“Except as disclosed above or in disclosure documents of its affiliates, none of Taco Bell, its predecessors, its affiliates, or a person identified in Item 2 or of this disclosure document has ever had an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. No one has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations. No one is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchanges, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.”

Item 4 of the FDD is amended by adding at the end of the item the following provision:

“Except as disclosed above, none of Taco Bell, its affiliates, its predecessors, or its officers, during the 10-year period immediately before the date of the disclosure document has: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within the 1 year after the officer or the franchisor held this position in the company.”

Item 17. (w) of the FDD is amended by adding to the Summary section the following provision:

“The foregoing Choice of Law should not be considered a waiver of any right conferred upon the Licensee by the General Business Law of the State of New York, Article 33.”

The State of New York also requires that the following Addendum to Franchise Agreement be included in the FDD:

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK**

In recognition of the requirement of the New York General Business Law, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

Section 15 of the Agreement, "Expiration and Termination," shall be supplemented by the addition of the following sentence, which shall be considered an integral part of the Agreement:

The Franchisee is permitted to terminate the Agreement upon any ground available by law.

Section 16.3 and 16.4 of the Agreement, "Choice of Law and Jurisdiction and Venue," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisor or upon the Franchisee by the GBL of the State of New York, Article 33.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

name _____ Date _____

Date: _____

name _____ Date _____

name _____ Date _____

STATE OF NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

Pursuant to the North Dakota Franchise Investment Law, Section 51-19-09, the Securities Commissioner has held that a provision in a franchise agreement which requires a franchisee to sign a general release upon transfer of the franchise agreement is unfair, unjust and inequitable, and is not enforceable in the state of North Dakota.

Pursuant to the North Dakota Franchise Investment Law, Section 51-19-09, the Securities Commissioner has held that a provision in a franchise agreement which requires a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust and inequitable, and is not enforceable in the state of North Dakota.

The State of North Dakota requires that the following Addendum to Franchise Agreement be included in the FDD:

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

In recognition of the requirement of the North Dakota Franchise Investment Law, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

Section 3.8 of the Agreement, under the heading "Restaurant System and Procedures," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

North Dakota (North Dakota Franchise Investment Laws, Section 51-19-09) has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable, and are generally considered unenforceable in the State of North Dakota.

Section 15.1(b) of the Agreement, under the heading "Expiration and Termination," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

North Dakota (North Dakota Franchise Investment Laws, Section 51-19-09) has held that requiring a franchisee to consent to liquidated damages as being unfair, unjust, and inequitable.

Sections 16.3 and 16.4 of the Agreement, under the heading "Choice of Law and Jurisdiction and Venue," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

North Dakota (North Dakota Franchise Investment Laws, Section 51-19-09) has held that requiring franchisees to consent to the jurisdiction of courts or to be governed by laws of a state outside of North Dakota (where the franchise is situated in North Dakota) is unfair, unjust or inequitable.

To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

name _____ Date _____

Date: _____

name _____ Date _____

name _____ Date _____

STATE OF RHODE ISLAND
ADDENDUM TO DISCLOSURE DOCUMENT

The State of Rhode Island requires that the following Addendum to Franchise Agreement be included in the FDD:

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

In recognition of the requirement of the Rhode Island Franchise Investment Act, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

Sections 16.3 and 16.4 of the Agreement, under the heading "Choice of Law and Jurisdiction and Venue," shall be supplemented by the following paragraph, which shall be considered an integral part of the Agreement:

§19-28.1-14 of the Rhode Island Franchise Investment Act provides: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act."

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

FRANCHISEE

By _____
Its _____

name _____ Date _____

Date: _____

name _____ Date _____

name _____ Date _____

STATE OF WASHINGTON
ADDENDUM TO DISCLOSURE DOCUMENT

The State of Washington requires that the following Addendum to Franchise Agreement be included in the FDD:

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON**

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

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

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

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

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

The undersigned does hereby acknowledge receipt of this Addendum.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

By _____
Its _____

Date: _____

Date: _____

FRANCHISEE

name _____ Date _____

name _____ Date _____

name _____ Date _____

STATE OF WISCONSIN
ADDENDUM TO DISCLOSURE DOCUMENT

The State of Wisconsin requires that the following Addendum to Franchise Agreement be included in the FDD:

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN**

In recognition of the requirement of the Wisconsin Fair Dealership Law, the parties to the attached TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT (the "Agreement") agree as follows:

Section 16.3 and 16.4 of the Agreement, "Choice of Law and Jurisdiction and Venue," shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

The Wisconsin Fair Dealership Law supersedes any provisions of the applicant's franchise contract or agreement inconsistent with that law.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

TACO BELL FRANCHISOR, LLC

By _____
Its _____

Date: _____

FRANCHISEE

_____ name _____ Date

_____ name _____ Date

_____ name _____ Date

EXHIBIT L

ASSET PURCHASE AGREEMENT

AGREEMENT FOR PURCHASE AND SALE OF CERTAIN ASSETS AND FRANCHISES

DATED [] [], 20 []

BY AND AMONG

[TACO BELL OF AMERICA, LLC][TACO BELL CORP.]

AND

TACO BELL FRANCHISOR, LLC

AND

[]

AND

[]

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AGREEMENT FOR PURCHASE AND SALE OF CERTAIN ASSETS AND FRANCHISES

This Agreement for Purchase and Sale of Certain Assets and Franchises ("Agreement") is made and entered into as of [] [], 20__, by and among [Taco Bell of America, LLC, a Delaware limited liability company][Taco Bell Corp., a California corporation] ("Seller") on the one hand, and [] a [corporation][limited liability company] ("Purchaser"), and [] (collectively, "Shareholders")¹ on the other hand. Seller's affiliate, Taco Bell Franchisor, LLC, a Delaware limited liability company (as used herein, "TB Franchisor"), by its signature on the signature page hereto, agrees to and acknowledges solely the specific provisions herein which are enumerated on the signature page hereto, with respect to duties or obligations incurred as a franchisor, and incurs no liability or responsibility in connection with any of the other provisions herein. For purposes of this Agreement, the term "affiliate" shall mean, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with, such first person or entity.

RECITALS

A. Seller (directly or through one of its affiliates) is the owner and operator of certain Taco Bell restaurants, the locations of which are set forth on **Exhibit "A"** hereto (collectively, the "Restaurants");

B. Seller (directly or through one of its affiliates):

i. owns the fee simple interest in the premises ("Fees") on which Restaurants [] are located; and

ii. leases the premises and improvements ("Leaseholds") on which Restaurants [] are located, pursuant to leases ("Leases");

The Fees and the Leaseholds are sometimes referred to herein, collectively, as the "Real Properties." The Real Properties, or any interests therein, to be transferred, conveyed, assigned or leased, as the case may be, to Purchaser pursuant to this Agreement or any other agreement shall not include any excess land owned or leased by Seller which is not necessary for the operation of a Restaurant. Seller (directly or through one of its affiliates) reserves the right to dispose of such property solely for its own benefit without restriction as to the use thereof.

C. Seller (directly or through one of its affiliates) owns items of personal property which are used in the operation of the Restaurants, described as:

i. Inventory of food and paper products ("Inventory");

ii. Uniforms and supplies ("Supplies");

iii. Furniture, fixtures, equipment and other personal property items located at (and used to operate) the Restaurants ("Equipment"); and

¹ Note: If preferred, "Shareholders" as a defined term can be changed to "Members" here and throughout the document if entity is a limited liability company.

iv. Operating cash in the cash registers at the Restaurants at any given time (“Operating Cash”).

The items identified in (i), (ii), (iii) and (iv) are hereafter referred to as the “Operations Assets.” The Operations Assets, the Fees, the Leaseholds, and the goodwill of the business (not including any goodwill in any trade name, trademark, or service mark of Seller and its affiliates) at each of the Restaurants are hereafter referred to as the “Assets.” Such Assets do not include any site-based licenses or radius licenses issued to Seller or one of its affiliates by the Federal Communications Commission (“FCC”).

D. Seller and its affiliates are the originator of a distinctive concept and type of restaurant for the marketing, preparation and sale of certain Mexican and other style food products (“Taco Bell Restaurants”) and are the owner of the trademarks and service marks appearing in Appendix I of TB Franchisor’s standard franchise agreement (the “Trademarks”); Seller and its affiliates have developed and adopted for their own use and the use of Taco Bell franchisees a unique system of restaurant operation (the “System”), consisting in part of distinctive building designs, advertising signs, specially designed equipment, equipment layout plans, food presentation and formulae, certain business techniques, systems and procedures, and a Taco Bell Restaurants’ operations manual; Seller and its affiliates have established, through their own development and operation, and through the granting of franchises (each as offered and entered into by TB Franchisor), a chain of Taco Bell Restaurants which are uniform in appearance, operation and product consistency and which enjoy a widespread and well established public acceptance due primarily to: (1) the maintenance of uniform, high standards in connection with the preparation and service of TB Franchisor approved menu items, (2) the uniform, high standards of appearance of Taco Bell Restaurants, (3) the use of distinctive trademarks, service marks, building designs and advertising signs representing a uniformly high quality of food products and restaurant services, and (4) the assumption by the Seller, TB Franchisor, and Taco Bell franchisees of the obligation to maintain and enhance the goodwill and public acceptance of Taco Bell Restaurants by strict adherence to the foregoing high standards;

E. Purchaser desires, upon the terms, conditions and provisions hereinafter set forth, to operate each of the Restaurants as a Taco Bell Restaurant pursuant to the terms and subject to the conditions of this Agreement and a Taco Bell franchise agreement substantially in the form of **Exhibit "B"** hereto (the “Taco Bell Franchise Agreement”) and additional documents related to the Taco Bell Franchise Agreement or reasonably required by TB Franchisor to be executed by a franchisee in connection with a Taco Bell Franchise Agreement (each, an “Ancillary Document”), as offered and entered into by TB Franchisor, and will separately obtain any consents and franchises and otherwise take such actions as may be necessary to operate each of the Restaurants in conformity with any requirements of TB Franchisor;

F. Purchaser and Shareholders received on or before [_____] [____], 20____ TB Franchisor’s Franchise Disclosure Document(s) (“FDD”) dated [_____] [____], 20____; and

G. Seller desires to sell and transfer (or cause to be sold and transferred) to Purchaser all of the Assets and TB Franchisor desires to issue to Shareholders for assignment to Purchaser a Taco Bell Franchise Agreement allowing for operation of each of the Restaurants, and Purchaser desires to purchase

and accept the transfer of same, all in accordance with the terms and conditions set forth herein; and Shareholders desire that such transaction take place and to enter into a Taco Bell Franchise Agreement with TB Franchisor for the operation of each of the Restaurants as a Taco Bell Restaurant and to assign each of the Taco Bell Franchise Agreements to Purchaser in accordance with Seller's standard forms and procedures.

NOW, THEREFORE, in consideration of the mutual promises herein of the parties hereto, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereby agree as follows:

1. Sale and Purchase. Subject to the terms and conditions hereof, Seller shall sell or cause to be sold the Assets to Purchaser and Purchaser shall purchase the Assets from Seller or one of Seller's affiliates, as applicable. Contemporaneously with such sale and purchase, TB Franchisor shall grant to Shareholders a Taco Bell Franchise Agreement for each of the Restaurants; and Shareholders shall enter into the Taco Bell Franchise Agreements and assign them each to Purchaser using the standard form of assignment provided by TB Franchisor or its designee or affiliate, and Purchaser shall assume each of them pursuant to such assignment agreement. [For each multi-brand restaurant, Purchaser acknowledges that it will be required to obtain approval from the other food service (e.g., KFC, Pizza Hut) ("Other Food Service") multi-branded with the Taco Bell Restaurant. Seller will assist Purchaser in trying to obtain such approval, but Purchaser understands and agrees that such decision to grant or not grant approval will be the decision of the Other Food Service and not the decision of Seller. Purchaser also acknowledges that, in addition to the Purchase Price and the Initial Franchise Fee (each as defined below) payable to Seller, Purchaser may be required to pay additional initial and/or other fees and sign separate franchise, license or other agreements, in accordance with the standards and procedures of the Other Food Service.]²

2. Purchase Price; Initial Franchise Fee.

2.1 The purchase price for the Assets (other than the Inventory, Supplies, Operating Cash and lease deposit reimbursements) shall be [] and No/100 U.S. Dollars (\$[]) (the "Purchase Price"), which shall be allocated in accordance with Schedule 2 attached hereto using reasonable allocation figures, prior to the Closing Date (as defined in Section 7). In addition to the Purchase Price, Purchaser shall pay the sum of Forty-Five Thousand and No/100 U.S. Dollars (\$45,000.00) (the "Initial Franchise Fee"), which Purchaser shall pay to TB Franchisor or TB Franchisor's designee (which designee may be Seller, in Seller's capacity as manager on behalf of TB Franchisor) for each of, and as required by, the Taco Bell Franchise Agreements to be issued to Shareholders by TB Franchisor pursuant to the terms hereof.

2.2 Purchaser acknowledges that the Purchase Price has been reduced by Seller, for the benefit of Seller's affiliate, TB Franchisor, in consideration of Purchaser's obligation to upgrade certain Restaurants ("Upgrade Obligations") and Purchaser agrees to complete its Upgrade Obligations at its sole

² Note: To delete if not relevant.

cost and expense and in accordance with the schedule and specifications detailed on Schedule 2.³ attached hereto. Time is of the essence in connection with each of the Upgrade Obligations. Purchaser agrees that failure to complete the Upgrade Obligations in accord with this Section 2.2 and the specifications set forth on Schedule 2.2 will constitute a breach of this Agreement and entitle Seller to collect liquidated damages as described in Section 18.1 hereof. Purchaser also agrees that the Upgrade Obligations run to the benefit of TB Franchisor and that TB Franchisor is entitled to enforce the Upgrade Obligations.

3. Value of Inventory, Supplies and Operating Cash. The value of the Inventory, Supplies and Operating Cash is hereby estimated by the parties to be Seven Thousand, Five Hundred and No/100 U.S. Dollars (\$7,500.00) per Restaurant (the "ISC Estimate"), an amount equal to which shall be paid by Purchaser to Seller in immediately available funds at the Closing (as defined in Section 7), as provided below. The actual value of the Inventory, Supplies and Operating Cash shall be determined as of the close of business on the Closing Date by a physical count of all Inventory, Supplies and Operating Cash to be made jointly by Purchaser and Seller at that time. The usable Inventory and Supplies shall be valued at Taco Bell standard costing, except for unpacked uniforms, which shall be valued at one-half standard pricing. Purchaser shall have the right to reasonably reject any excess or outdated Inventory or Supplies. Operating Cash transferred to Purchaser shall be reimbursed to Seller dollar for dollar. Within thirty (30) business days after the Closing Date, or by such time as may be mutually agreed upon by Purchaser and Seller, Purchaser or Seller, as appropriate, shall pay the other party the positive difference between the value of the Inventory, Supplies and Operating Cash and the ISC Estimate paid at Closing.

4. Payment of Purchase Price. The Purchase Price (together with the ISC Estimate and the reimbursement to Seller by Purchaser of all security and similar deposits held by each lessor under any Lease) shall be paid in cash to Seller by cashier's check or bank wire transfer to an account or accounts designated in writing by Seller. Purchaser shall pay 2% of the Purchase Price (but not the ISC Estimate or reimbursements described in the foregoing sentence) to Seller upon the execution of this Agreement to serve as a non-refundable deposit and exclusivity fee (the "Exclusivity Fee") and the remaining amounts due under this Section 4 at the Closing.

5. Transfer of Real Property.⁴

[5.1] At Closing, Seller (or the applicable affiliate) shall assign or cause to be assigned the tenant's interest in the Leases to Purchaser effective as of the close of business on Closing Date. Purchaser shall accept the assignment and assume and be responsible for all obligations of the tenant pursuant to the Leases arising from and after the Closing Date. At the Closing, Purchaser and Seller (or its applicable affiliate) shall execute an Assignment and Assumption of Lease in the form of **Exhibit "F"** for each of the Leases. Purchaser acknowledges that Seller's obligation to assign the Leases is contingent upon obtaining all consents required under the Leases, including that of the landlord and landlord's

³ Note: If there are no Upgrade Obligations, include "None." on Schedule 2.2.

⁴ Note: To incorporate the relevant Section(s) in accordance with the type of real estate transaction.

mortgagee, if such consent is required pursuant to the terms contained therein. Purchaser shall cooperate with Seller and use its best efforts to secure the consents of landlord and landlord's mortgagee if such consents are required pursuant to the terms of the Leases. If a Lease requires that a review fee or other charge be paid to the landlord, its attorneys, accountants or other advisors in connection with the assignment of that Lease, such fee or other charge shall be paid by Purchaser. In the event Seller and Purchaser are unable to obtain any consent required under any Lease for the assignment of the tenant's interest to Purchaser, Seller shall sublease, or cause to be subleased, such interest to Purchaser (if permitted by the terms of the Lease) on terms and conditions reasonably acceptable to Purchaser and Seller. In the event Seller and Purchaser are unable to obtain any consent required under any Lease for a sublease of the affected premises, or are unable to agree on reasonable terms and conditions, either party may terminate this Agreement. Purchaser shall name Seller as an additional insured effective as of the close of business on the Closing Date with respect to its insurance coverage required to be carried under the terms of Leases.]

[5.2.] At Closing, Seller (or its applicable affiliate) shall convey to Purchaser a leasehold interest in each of the Fees by way of a land and building lease agreement for each of the Fees substantially in the form of **Exhibit "H"** (the "Land and Building Lease").]

[5.3.] At Closing, Seller (or its applicable affiliate) shall convey to Purchaser the fee simple interest in each of the Fees by way of a limited warranty deed (a "Deed") in the substantially similar form (subject to statutory or local requirements) of **Exhibit "I"** which Deed(s) shall include those restrictive covenants described on Exhibit B attached thereto.]

6. Franchise Agreements; Required Contracts; Assumption of Liabilities. Prior to or at the Closing, Purchaser shall execute the Taco Bell Franchise Agreement any and all Ancillary Documents that TB Franchisor customarily requires of franchisees, including, but not limited to those described in this Section 6.

6.1 For each of the Restaurants, TB Franchisor shall cause the issuance to Shareholders of the standard Taco Bell Franchise Agreement for assignment to Purchaser in accordance with TB Franchisor's standard procedures, effective as of the close of business on the Closing Date, each for an original term expiring on the expiration date indicated for such Restaurant on **Exhibit "A"** hereto.

6.2 Purchaser acknowledges that Pepsi-Cola fountain beverages are being served in the Restaurants. Purchaser shall continue to offer such beverages in the Restaurants following the Closing, shall execute any and all agreements and documents required of franchisees in respect of the Pepsi-Cola Beverage Supply and Marketing Agreement and shall abide by the terms of that contract.

6.3 Purchaser shall irrevocably assume and, after the Closing, shall exclusively be responsible for, pay, perform and fully satisfy and discharge, in accordance with their terms, all liabilities and obligations arising or accruing, or pertaining to any period after the Closing Date:

- (a) relating to the Restaurants or the Assets or the ownership, operation or condition of the Restaurants or the Assets;

- (b) under all contracts, leases and other agreements (including each service, security, maintenance, construction, remodeling and supply contract and any contract relating to the supply of electricity and/or natural gas but excluding any contract for credit card services) pertaining to the Restaurants;
- (c) arising from or relating to the Leases; and
- (d) without limiting the foregoing, relating to personal injury (including workers' compensation), property damage, death or other injury, damage or loss to, by or of any person or entity, any property or any right, relating to the Restaurants or the Assets or the ownership, operation or condition of the Restaurants or the Assets, including any tort, breach of contract or violation of any statute, regulation or other law or requirement of any state, local or federal governmental agency.

7. Closing. The closing of the transactions contemplated hereby ("Closing") shall take place at a mutually acceptable location on or before [_____] [____], 20____ (the "Closing Date"). The escrow agent shall be [_____] (the "Escrow Agent") located at [_____.].

7.1 Any and all charges of the Escrow Agent, transfer taxes, surveys, environmental testing and searches, title insurance commitments and policies, recording charges and all other closing costs relating to the transfer of the Assets shall be the responsibility of Purchaser.

7.2 Sales or use taxes assessed on the transfer of the Equipment shall be payable by Purchaser.

7.3 Each of the parties shall execute and deliver at the Closing all instruments and take such other actions as are required by this Agreement as well as those reasonably requested by any other party to carry out the terms and intent of this Agreement.

7.4 Possession of the Restaurants and the Operations Assets, and control of the operations of the Restaurants, will be delivered to Purchaser at the close of business on the Closing Date.

7.5 Funds to be delivered by Purchaser at the Closing shall be wired to the Escrow Agent by 12:00 P.M. Noon (Pacific Time) on the Closing Date.

7.6 Purchaser understands that it may be obligated to obtain from the FCC new site-based and/or radius licenses, as applicable, for the Restaurants.

8. Conditions Precedent to Closing. Seller, Purchaser and Shareholders shall use commercially reasonable efforts to timely fulfill those of the following conditions as are its obligation hereunder, and each other party's obligation to perform under this Agreement is expressly subject to and contingent upon fulfillment of each of the following:

8.1 Each other party's timely performance and compliance with all respective covenants and conditions required by this Agreement to be performed or complied with by it;

8.2 Payment from readily available funds for any prorations or adjustments as is Seller's, Purchaser's or Shareholders' responsibility herein (it being understood that any such amounts that

are Seller's responsibility hereunder may be paid, at the election of Seller, from the proceeds of the Purchase Price and other amounts that are payable to Seller hereunder);

8.3 Purchaser being as of the Closing Date an approved franchisee of TB Franchisor in accordance with TB Franchisor's policies and procedures.

8.4 Each of Purchaser and Shareholders having paid any and all amounts due to Seller or its affiliates (including KFC Corporation and Pizza Hut, LLC) and due to TB Franchisor, including without limitation any amounts due under any existing Taco Bell Franchise Agreements with TB Franchisor or its affiliates guaranteed by Purchaser or any Shareholder or to which Purchaser or any Shareholder is a party.

8.5 Delivery to the Escrow Agent on or before the Closing Date of each and all of the following:

- [a. an Assignment and Assumption of Lease for each Lease in the form of **Exhibit "F"** attached hereto;]⁵
- [b. an executed copy of the Land and Building Lease in the form of **Exhibit "H"** for each of the Fees;]⁶
- [c. a Deed for each of the Fees in the form of **Exhibit "I"** attached hereto;]⁷
- d. a Bill of Sale in the form of **Exhibit "C"** attached hereto;
- e. Purchaser's certified Shareholders' resolution authorizing the transactions contemplated by this Agreement;
- f. Purchaser's certified board resolution authorizing the transactions contemplated by this Agreement;
- g. a certificate of Purchaser's good standing as a domestic corporation or a limited liability company, or as a foreign corporation or limited liability company authorized to do business, whichever is applicable, in each state in which one or more of the Restaurants is located and in the state of Purchaser's incorporation, in each case certified by the applicable Secretary of State, no more than thirty (30) days prior to the Closing Date;
- h. a General Release substantially in the form of **Exhibit "D"** hereto;
- i. an opinion letter from Purchaser's counsel dated as of the Closing Date substantially in the form of **Exhibit "E"** hereto; and

8.6 Purchaser's reasonable, good faith satisfaction as to the condition of the improvements [and the soils] at each of the Restaurants. If Purchaser or Purchaser's lender requires environmental reports relating to the Real Property, Purchaser shall first obtain Seller's written consent and shall retain a nationally recognized firm designated by Seller, in Seller's sole discretion, to perform such work. In no event shall Purchaser have the right to perform (i) environmental audits or inspections with respect to any Leasehold or (ii) any invasive or destructive audit, testing or investigation, including any

⁵ Note: To delete if not relevant.

⁶ Note: To delete if not relevant.

⁷ Note: To delete if not relevant.

Phase II or asbestos survey on any Real Property. Purchaser, acting reasonably, shall have until [] [], 20__ ("Premises Notice Date"), to notify Seller in writing [(accompanied by the applicable test results)] of any objections Purchaser or its lender have to the condition of the improvements [and the soils] ("Purchaser's Premises Objections"). Seller shall have until the Closing Date to, in its sole and absolute discretion, either (a) agree to remedy some or all of Purchaser's Premises Objections prior to the Closing Date or (b) refuse to remedy such conditions. If Seller refuses to remedy all or some of Purchaser's Premises Objections, Purchaser may either (a) terminate this Agreement or (b) waive such objections and proceed to Closing. Purchaser's Premises Objections not identified in writing on or before the Premises Notice Date shall be deemed waived by Purchaser.

8.7 Purchaser's reasonable, good faith satisfaction as to title matters affecting the Real Properties other than (a) liens for current *ad valorem* and personal property taxes not yet due and payable and (b) defects and irregularities in title or encumbrances which are not material to the operation of a Taco Bell Restaurant on such premises. Purchaser, acting reasonably, shall have until [] [], 20__ ("Title Notice Date") to notify Seller in writing of any objections Purchaser or its lender have to the condition of title and surveys ("Purchaser's Title Objections"). Seller shall have until the Closing Date to, in its sole and absolute discretion, either (a) agree to remedy all or some of Purchaser's Title Objections prior to the Closing Date or (b) refuse to remedy such conditions. If Seller refuses to remedy all or some of Purchaser's Title Objections, Purchaser may either (a) terminate this Agreement or (b) waive such objections and proceed to Closing. Purchaser's Title Objections not identified in writing on or before the Title Notice Date shall be deemed waived by Purchaser.

8.8 Purchaser's compliance, at its sole cost and expense, with the provisions of the Hart-Scott-Rodino Act, Section 7A of the Clayton Act, 15 U.S.C. Section 18a ("HSR Act"). If Purchaser contends Purchaser is exempt from the provisions of the HSR Act, then Seller may demand an opinion of Purchaser's outside counsel to such effect if Seller has a reasonable basis to believe that Purchaser's exemption status requires verification, and Purchaser shall provide such opinion at or prior to the Closing.

8.9 Each party, as to the other parties, hereby waives any obligation to comply with the requirements of the bulk transfer or bulk sales laws of any jurisdiction applicable to the transactions contemplated herein.

9. Representations and Warranties of Seller. To induce Purchaser and Shareholders to enter into this Agreement, Seller hereby warrants and represents to Purchaser and Shareholders as of the date hereof and as of the Closing Date:

9.1 Seller is a duly formed and validly existing [limited liability company][corporation] incorporated in the State of [Delaware][California], in good standing and has full power and authority to execute, deliver and perform this Agreement, and this Agreement and all other documents and instruments executed and delivered by Seller pursuant to this Agreement are the legal and binding obligation of Seller and are enforceable against Seller in accordance with their terms.

9.2 Seller (either directly or through an affiliate) owns and operates the businesses at the Restaurants; and to the best of its current actual knowledge (a) Seller (either directly or through an

affiliate) has good and marketable title to the Assets except for any matters of record or conditions which are apparent from an inspection of the property; (b) Seller (or an affiliate) is in possession of the Restaurants; and (c) there are no existing tenancies, leases or subleases on any of the Real Properties, except as expressly provided herein to be transferred to Purchaser pursuant hereto.

9.3 To Seller's current actual knowledge, neither Seller nor any affiliate has assigned, sublet, created, granted or transferred any Leasehold or other interest or estate of any nature or term to any party which will interfere with the transfer or lease of any Fee or Leasehold to Purchaser or Purchaser's possession or use of same as contemplated herein.

9.4 To Seller's current actual knowledge, each Lease is in full force and effect, the rent and all amounts due thereunder are paid current, and the tenant thereunder is not in material default under any of the terms of any Lease.

9.5 Seller does not make any warranty as to the condition of the Assets, except as expressly provided in this Section 9, including without limitation any warranty as to merchantability or fitness of the Equipment or other personal property. Except as expressly provided in this Section 9, Purchaser and Shareholders acknowledge that Purchaser is acquiring the Assets in "**AS IS**" condition, without any warranty express or implied.

9.6 Seller is not a foreign corporation within the meaning of Section 1445 of the Internal Revenue Code, and, therefore, no withholding of tax is required by Purchaser upon the transfer of the Real Properties. Seller's taxpayer identification number is 95-2213656, and Seller's business address is 1 Glen Bell Way, Irvine, California 92618.

10. Covenants of Seller. Between the date hereof and the Closing Date Seller (directly or through an affiliate) shall:

10.1 Except as provided herein, carry on business at the Restaurants in substantially the same manner as heretofore conducted;

10.2 Maintain the Assets in their current condition in all material respects, subject to ordinary wear and tear; and

10.3 Pay, discharge and be solely responsible for all obligations incurred in connection with the operation of the Restaurants through the Closing Date.

11. Representations and Warranties of Purchaser and Shareholders; Post-Closing Covenants of Purchaser and Shareholders. Each of Purchaser and Shareholders hereby represents and warrants to Seller as of the date hereof and as of the Closing Date the matters set forth in Sections 11.1 and 11.2 below, and after the Closing Date Purchaser shall (and Shareholders shall cause Purchaser to) comply with the covenants set forth in Sections 11.3 and 11.4 below.

11.1 Purchaser is a duly formed and validly existing [limited liability company][corporation] incorporated in the State of [_____], in good standing. Purchaser and each Shareholder have full power and authority to execute, deliver and perform this Agreement. This Agreement and all other documents and instruments executed and delivered by Purchaser and

Shareholders pursuant to this Agreement are the legal and binding obligation of Purchaser and each Shareholder and are enforceable against Purchaser and each Shareholder in accordance with their terms.

11.2 Except for the express representations made in the FDD issued by TB Franchisor, and herein, neither Seller, anyone acting on behalf of Seller, TB Franchisor, nor anyone acting on behalf of TB Franchisor has made any representation or warranty to Purchaser or any Shareholder with respect to any of the Restaurants, or their condition, or any business conducted or to be conducted thereon; and Purchaser's and Shareholders' execution and delivery of this Agreement, their consummation of the transactions hereby contemplated, and their fulfillment of the terms hereof, will not violate any material provision or result in the material breach of any term or provision of, or constitute a material breach under, or materially conflict with, or cause the acceleration of any obligation under, any material agreement or contract to which Purchaser or any Shareholder is a party or by which Purchaser or any Shareholder is or may be bound, or any judgment, decree, order or award of any court or governmental body, or any applicable law, rule or regulation.

11.3 Purchaser agrees that for a period of three (3) years from the Closing Date, it will not refinance or restructure its debt or equity that results in Shareholders' equity in Purchaser comprising less than 20% of the sum of the Purchase Price and all closing costs and other costs paid by Purchaser in connection with the purchase of the Restaurants. Notwithstanding the foregoing, Purchaser is expressly prohibited from entering into any sale-leaseback arrangement (a "Sale-Leaseback Transaction") involving the sale and transfer of title in and to the Restaurants and/or all or substantially all of the Operations Assets (the "Offered Assets") for a period of five (5) years from the Closing Date, after which period any such proposed Sale-Leaseback Transaction shall be subject to the terms and conditions as further provided on Schedule 11.4 to this Agreement. Additionally, Purchaser agrees at all times to submit to TB Franchisor or its designee the terms of any refinance transaction or Sale-Leaseback Transaction (after the end of such five (5) year period) that Purchaser proposes to undertake. As a condition to any Sale-Leaseback Transaction (after the end of such five (5) year period), Purchaser shall deliver to TB Franchisor or its designee for its review all pertinent documentation related to the proposed Sale-Leaseback Transaction, including, but not limited to, purchase agreements and lease forms, all of which shall fully comply with the conditions set forth on Schedule 11.4, and Purchaser shall obtain TB Franchisor's or TB Franchisor's designee's prior written consent, which shall not be unreasonably withheld or conditioned, to the terms and conditions and documents in connection with such Sale-Leaseback Transaction. The parties agree that it shall not be unreasonable for TB Franchisor or TB Franchisor's designee to withhold consent if any such Sale-Leaseback Transaction does not fully comply with the supplemental operational and financial conditions set forth on Schedule 11.4, or if the proposed Sale-Leaseback Transaction would result in a reduction of Purchaser's equity below 20% of the Purchase Price, including without limitation all closing costs and other costs, or indebtedness incurred by Purchaser in connection with the purchase of the Restaurants. The foregoing provisions in this Section 11.3 shall be included in the Bill of Sale [and the Deed].

11.4 Purchaser agrees to comply with the operational and financial conditions set forth on Schedule 11.4 hereto, which include by way of example conditions applicable to all current or future sale/leaseback transactions involving any of the Restaurants or any other YUM! Brands, Inc., a North Carolina corporation ("YUM! Brands") restaurant concepts or businesses that Purchaser or its affiliates may now or hereafter own, operate or otherwise be involved in. Any such failure by Purchaser to satisfy the conditions set forth on Schedule 11.4 shall constitute a breach by Purchaser under the Taco Bell Franchise Agreements for all the Restaurants.

11.5 Subject to the terms and conditions set forth in Section 38, Purchaser hereby covenants and agrees that for a five (5) year period from and after the Closing Date, without the prior written consent of Seller, which consent may be withheld by Seller in Seller's sole and absolute discretion, Purchaser will not (A) transfer any of the Restaurants, or cause or permit any of its affiliates to transfer any of the Restaurants controlled by any such affiliate, to any person or entity, or (B) permit the direct or indirect transfer of any interest in the Purchaser, or any affiliate of the Purchaser that owns an interest (directly or indirectly) in any of the Restaurants.

12. Survival of Representations, Warranties and Covenants. All representations and warranties made by each party shall survive the Closing for the benefit of the other parties hereto but only until the first anniversary of the Closing Date, except for: (i) the Upgrade Obligations set forth in Section 2.2 and Schedule 2.2 attached hereto, which shall remain in effect until completed, (ii) the restrictions on sale-leaseback as provided in Section 11.3 which shall remain in effect until the third (3rd) anniversary after the Closing Date, and (iii) the prohibitions on transfer of the Restaurants and right of first offer as provided in Section 11.5, which shall remain in effect until the fifth (5th) anniversary after the Closing Date. All covenants that describe actions that are required to be taken (or not taken) prior to or at the Closing shall survive the Closing for the benefit of the other parties hereto but only until the first (1st) anniversary of the Closing Date, and all covenants that describe actions that are required to be taken (or not taken) after the Closing shall survive until the later to occur of (i) the first (1st) anniversary of the Closing Date; (ii) such longer period of time as provided herein for Purchaser's performance of such actions or as provided in the applicable governing agreement for the performance thereof, or (iii) for such longer period to perform such actions as the parties may mutually agree in writing extending the time for performance thereof.

13. Fire or Other Casualty. In the event of destruction or material loss or damage to a Restaurant building due to fire, storm, flood or other casualty prior to the Closing Date, Seller (directly or through an affiliate) shall promptly repair or replace such building prior to the Closing Date or, at Seller's election, it may at the Closing pay to Purchaser the amount reasonably necessary to effect such repair or replacement.

14. Prorations/Change of Ownership Transition. The following charges shall be prorated as of the Closing Date, with Seller (or its applicable affiliate) being responsible for all liabilities and charges relating to the possession or operation of the Restaurants on or prior to the Closing Date and Purchaser being responsible for paying all such liabilities and charges after the Closing Date. All such adjustment payments shall be deemed an adjustment to the Purchase Price.

- (a) Personal property taxes accruing for the year in which the Closing occurs;
- (b) Real property taxes accruing during the year in which the Closing occurs pertaining to the Fees and those which are the lessee's obligation under each Lease;
- (c) Rent (including, but not limited, to percentage rent) and common area maintenance, insurance and other charges under each Lease; and
- (d) All telephone and utility charges and similar obligations relating to the operation of the Restaurants.

To the extent such amounts may be based on an estimate rather than actual statements or invoices and later proved to be inaccurate, payment shall be made within thirty (30) days after the statement or invoices as may be necessary to allocate all such obligations in accordance herewith have been received.

15. Seller's Employees. Each individual employed in a non-exempt status at the Restaurants will have his or her employment, wages and benefits terminated by Seller (directly or through an affiliate) effective as of the close of business on the Closing Date and be fully compensated with all monetary and other benefits accrued by him or her up to the date of such termination. Seller (or the applicable affiliate) shall be solely liable and responsible for all accrued salary, vacation, severance and other compensation payable up to the Closing Date. Seller makes no warranty express or implied with respect to the qualifications or character of any such individual at the Restaurants. Purchaser shall tender employment (at will or otherwise) to each of such individuals employed in a non-exempt status at the Restaurants, such employment to commence immediately after the Closing on terms mutually satisfactory to Purchaser and the respective employee; provided, however, that in the event Purchaser in its reasonable discretion determines that one or more of such individuals is not qualified for hire by Purchaser, Purchaser shall in no way be obligated to tender employment to the same, and Purchaser shall immediately (and in any event prior to the Closing) inform Seller of the name of each such individual and the basis for Purchaser's determination. Purchaser shall not terminate, except for cause, the employment of any such individual employed by Purchaser or its affiliate as of immediately after the Closing if such termination could result in WARN Act liability to Seller, and Purchaser shall be fully liable (and shall promptly indemnify Seller and its affiliates) for any liabilities resulting from any action taken (or not taken) by Purchaser or its affiliates post-Closing with respect to any such individuals, including without limitation under the WARN Act and similar state and local laws.

16. Indemnification by Seller. Seller shall indemnify, defend and hold harmless Purchaser and Shareholders for, by, from, against and in respect of: (a) any claim, liability, obligation, loss, damage, cost or expense arising from the acts or omissions of Seller arising from the ownership, use, possession or operation (but not the condition) of the Assets or of the Restaurants by Seller prior to the Closing; (b) any damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any instrument of Seller furnished to Purchaser or Shareholders pursuant to this Agreement; and (c) all reasonable expenses and costs, including arbitration and court costs and reasonable attorneys' fees, incident to the defense against any of the foregoing. This covenant by Seller to indemnify, defend

and hold harmless Purchaser and Shareholders shall survive the Closing. Notwithstanding the foregoing, this indemnity shall not apply to any claim, liability, obligation, loss, damage, cost or expense arising from any condition of the Assets or Restaurants not expressly warranted in Section 9 above (including, without limitation, any such claim, liability, obligation, loss, damage, cost or expense relating to any environmental matter with respect to any of the Assets or Restaurants).

17. Indemnification by Purchaser and Shareholders. Purchaser and Shareholders shall jointly and severally indemnify, defend and hold harmless Seller and TB Franchisor for, by, from, against and in respect of: (a) any claim, liability, obligation, loss, damage, cost or expense arising from Purchaser's ownership, use, possession or operation of the Assets or of the Restaurants after the Closing Date, including without limitation acts or omissions of Seller's employees working in the Restaurants after the Closing Date; (b) any damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of Purchaser or any Shareholder under this Agreement or from any misrepresentation in or omission from any instrument of Purchaser or any Shareholder furnished to Seller or TB Franchisor pursuant to this Agreement; and (c) all reasonable expenses and costs, including arbitration and court costs and reasonable attorneys' fees, incident to the defense of any of the foregoing. This covenant by Purchaser and each Shareholder to indemnify, defend and hold harmless Seller and TB Franchisor shall survive the Closing.

18. Default and Remedies.

18.1 Subject to Section 32 below on Dispute Resolution, should this Agreement fail to close on or prior to the Closing Date by reason of a breach or default by any party, each non-breaching party may pursue any and all remedies provided by law; provided, however, that the damages recoverable by Seller shall be limited to the liquidated damages set forth below. If Seller is unable through commercially reasonable efforts to deliver the Restaurants in the condition provided for in this Agreement at Closing or is unable to obtain any necessary consents required by any Lease, then Purchaser's and Shareholders' only remedy shall be to declare this Agreement null and void. If the Closing has not occurred on or before [] [], 20____ then either party, so long as it is not then in material breach of its obligations hereunder, may terminate this Agreement and all of its obligations hereunder, without waiver of any of its remedies for breach, if any, by any of the other parties hereto.

LIQUIDATED DAMAGES. EACH OF PURCHASER, SHAREHOLDERS, AND SELLER HEREBY ACKNOWLEDGES AND AGREES THAT IT WOULD BE DIFFICULT TO MEASURE AGGREGATE DAMAGES IN THE EVENT OF A BREACH HEREOF BY SELLER, PURCHASER OR ANY SHAREHOLDER AND THIS AGREEMENT'S CONSEQUENT TERMINATION PRIOR TO THE CLOSING, BUT THAT A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES IS TEN PERCENT (10%) OF THE PURCHASE PRICE, WHICH IN NO WAY REPRESENTS A PENALTY OF ANY SORT. THEREFORE, THE PARTIES HEREBY AGREE THAT IN THE EVENT OF TERMINATION OF THIS AGREEMENT FOR SELLER'S, PURCHASER'S OR ANY SHAREHOLDER'S MATERIAL BREACH OF THIS AGREEMENT PRIOR TO THE CLOSING, SELLER AND PURCHASER SHALL BE ENTITLED TO RECOVER AS LIQUIDATED DAMAGES A SUM EQUAL TO TEN PERCENT (10%) OF THE PURCHASE

PRICE IN AGGREGATE FROM THE BREACHING PARTY (PURCHASER AND SHAREHOLDERS SHALL BE JOINTLY AND SEVERALLY LIABLE), PLUS ALL REASONABLE COSTS INCURRED IN COLLECTION OF SUCH AMOUNT.

INITIALS:

PURCHASER: _____ SHAREHOLDERS: _____

SELLER: _____

ADDITIONALLY, EACH OF PURCHASER, SHAREHOLDERS, AND SELLER HEREBY ACKNOWLEDGES AND AGREES THAT THE PURCHASE PRICE HAS BEEN REDUCED IN CONSIDERATION OF PURCHASER'S AGREEMENT AND OBLIGATION TO UPGRADE CERTAIN OF THE RESTAURANTS AT PURCHASER'S COST IN ACCORDANCE WITH THE TERMS OF SECTION 2.2 HEREOF. EACH OF PURCHASER, SHAREHOLDERS, AND SELLER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT IT WOULD BE DIFFICULT TO MEASURE DAMAGES IN THE EVENT OF A BREACH HEREOF BY PURCHASER OR ANY SHAREHOLDER OF ITS UPGRADE OBLIGATIONS, BUT THAT A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES, PER RESTAURANT, IS LISTED BELOW (THE "LIQUIDATED DAMAGES"), WHICH IN NO WAY REPRESENTS A PENALTY OF ANY SORT:⁸

| <u>UNIT NO.</u> | <u>LIQUIDATED DAMAGES</u> |
|-----------------|---------------------------|
| [_____] | [\$500,000.00] |
| [_____] | [\$500,000.00] |
| [_____] | [\$500,000.00] |

THEREFORE, THE PARTIES HEREBY AGREE THAT IN THE EVENT OF PURCHASER'S FAILURE TO COMPLETE ONE OR MORE OF ITS UPGRADE OBLIGATIONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.2 OF THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RECOVER AS LIQUIDATED DAMAGES A SUM EQUAL TO THE RESPECTIVE RESTAURANT'S LIQUIDATED DAMAGES, PLUS ALL OF SELLER'S REASONABLE COSTS INCURRED IN COLLECTION OF SUCH AMOUNT(S).

INITIALS:

PURCHASER: _____ SHAREHOLDERS: _____

SELLER: _____

⁸ Note: If there are no Upgrade Obligations, include "N/A" below.

19. Broker's Fees. Each party hereby represents and warrants to the other parties that the warranting party has not incurred any obligation to compensate any broker or any other party for any commission, finder's fee, broker's fee or other similar fee as a result of any of the transactions contemplated herein. Purchaser and Shareholders shall jointly and severally indemnify, defend and hold harmless Seller from and against any and all claims, losses, liabilities, or expenses which may be asserted against Seller or any of its affiliates by any finder, broker, or other person claiming any fee or commission by reason of services alleged to have been rendered for or at the instance of Purchaser or Shareholders or any of them in respect to the transactions contemplated by this Agreement. Likewise, Seller shall indemnify, defend and hold harmless Purchaser and Shareholders from and against any and all claims, losses, liabilities, or expenses which may be asserted against Purchaser or Shareholders or any of them by any finder, broker or other person claiming any fee or commission by reason of services alleged to have been rendered for or at the instance of Seller in respect to the transactions contemplated by this Agreement.

20. Notices. All notices to be given hereunder shall be in writing and shall be deemed given when first received or tendered during normal business hours for the locale of the addressee at the appropriate address set forth below, or such other address as one party may hereafter provide to the other with not less than three (3) business days' notice.

If to Seller or TB Franchisor:

[SELLER]
1 Glen Bell Way
Irvine, California 92618
Attn: General Counsel

If to Purchaser or Shareholders:

[PURCHASER]
[]
[]
Attn: []

21. Waiver. No waiver by any party of any breach or default shall be deemed a waiver of any subsequent or other breach or default. Except as otherwise provided herein, a party to this Agreement may waive a provision of this Agreement only by written notice to the other parties.

22. Captions. Captions and paragraph headings used herein are for convenience only and shall not be deemed relevant in construing this Agreement.

23. Gender. Whenever any word is used in this Agreement in one gender, it shall also be construed as being used in the other genders, and singular usage shall include the plural and vice versa, all as the context shall require.

24. Exhibits. All exhibits and schedules expressly referenced herein are hereby incorporated by reference into and made a part of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts; each such counterpart, when executed by all parties, shall be deemed to constitute one and the same instrument and shall be deemed an original hereof.

26. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed deleted from this Agreement, the remaining portions of this Agreement shall remain in full force and effect and the deleted portion shall be replaced with valid and enforceable language which in the arbiter's judgment most closely reflects the parties' original intent.

27. Costs and Expenses. Each party shall pay its own legal fees and costs incurred in connection with the negotiation, preparation and consummation of this Agreement.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest and assigns. This Agreement shall not, however, be assignable or transferable in whole or in part, by any party hereto except upon the express prior written consent of the other parties, except that each of Seller and TB Franchisor may assign its interest in this Agreement to any of its affiliates, so long as such assignment does not relieve the assignor of any of its liabilities to Purchaser or Shareholders. Nothing contained in this Agreement is intended to confer upon any person, other than the parties hereto and their respective heirs, successors and permitted assigns, any rights, remedies or obligations under, or by reason of this Agreement.

29. Additional Acts and Documents. Each party hereto shall do all such things and take all such actions to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

30. Time. Time is of the essence in respect of this Agreement and each and every provision hereof.

31. Governing Law. This Agreement shall be deemed to be made under, construed in accordance with, and governed by, the laws of the state of New York, but without regard to its choice of law provisions.

32. Dispute Resolution. For purposes of this Section only, Purchaser shall be deemed the exclusive authorized agent of, with full authority to bind and act on behalf of Shareholders and each of them, and on its own behalf. The parties shall attempt to resolve and settle by direct, private negotiation any claim, controversy or dispute (each, a "Dispute") that arises under or in relation to this Agreement. If Seller and Purchaser cannot resolve and settle a Dispute by private negotiation within ten (10) business days after one party gives the other written notice that a Dispute exists, either may demand in writing that the Dispute be submitted to non-binding mediation as follows:

32.1 Mediation shall occur in Orange County, California, before a single mediator, using facilities and mediation rules of the National Franchise Mediation Program, a dispute resolution process for franchising administered under the auspices of CPR Legal Program, Inc. ("CPR").

32.2 Within five (5) business days after receipt of such demand, Seller and Purchaser shall jointly request CPR to nominate three (3) available, qualified mediators to Seller and Purchaser. To be qualified, a mediator must have experience with business format franchising and have no prior business or professional relationship with either party, other than as mediator. To be available, a mediator must be generally available to conduct the mediation within the thirty (30) day period following the parties' selection of the mediator. Within five (5) business days after receiving the list of nominees, each of Seller and Purchaser shall inform CPR in confidence of such party's first choice of mediator. If both Seller and Purchaser choose the same nominee, such nominee shall be the mediator. If Seller and Purchaser choose different nominees, the nominee not selected by either party shall be the mediator.

32.3 The parties shall share the mediation filing fee and neutral costs of the mediation equally, but shall bear separately all other costs (including but not limited to their respective attorneys' fees, travel costs, etc.) Each of Seller and Purchaser shall send at least one (1) representative to the mediation conference who has authority to enter into a binding contract on that party's behalf and on behalf of its respective principal(s). Seller and Purchaser and the mediator shall sign an agreement committing each of them to keep the outcome and proceeding of the mediation confidential, except as required by law.

32.4 If either Seller or Purchaser fails or refuses to participate in mediation in accordance with this Section, the other shall be entitled to immediately file suit or otherwise enforce its rights.

32.5 In the event any party hereto commences any litigation against any other party hereto concerning this Agreement, the prevailing party shall be entitled to recover its attorneys' fees, costs and expenses, including without limitation expert fees, reasonably incurred by such party in the litigation.

With respect to any court proceeding between Purchaser and Seller concerning the enforcement, construction or alleged breach or termination of this Agreement, or any other claim arising out of or related to this Agreement, Purchaser and each Shareholder hereby submits to the personal jurisdiction and venue of the federal and California state courts located in Orange County, California, for all such matters, and shall not commence against Seller any court proceeding concerning such matters in any other courts.

33. Entire Agreement. This Agreement, together with the ancillary documents expressly referenced herein, represents the entire agreement of the parties with respect to the purchase and sale described herein, and all agreements pertaining to such purchase and sale entered into prior hereto are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements with respect thereto have been made by any of the parties except as expressly set forth herein, in other contemporaneous written agreements, or in the FDD furnished by TB Franchisor. Except as expressly provided otherwise herein, this Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modifications of this Agreement shall be void and of no effect.

34. Guaranty. Each of the Shareholders hereby jointly and severally guarantees the full and timely performance of all of Purchaser's and each other's obligations herein.

35. Confidentiality and Press Releases. Except as required by law or applicable listing requirements, each party hereto shall keep all of the terms and provisions of this Agreement in strictest confidence for five (5) years, or until every party has expressly agreed otherwise, provided that nothing in this Section 35 shall prevent either party from sharing this Agreement with its affiliates, accountants, legal representatives and other persons who have a reasonable need to know the terms and provisions of this Agreement and agree in writing to keep such matters confidential as if they were a party to this Section 35. No party shall issue or participate in any press release that contains any specific information pertaining to this transaction (including, without limitation, the Purchase Price) unless every other party hereto has expressly agreed in writing to such press release.

36. Approval by Management. Seller's obligations hereunder and the terms of Purchaser's financing pursuant to Section 37 are subject to written approval by senior management of Seller and YUM! Brands. If such senior management does not approve the proposed transaction or such financing, Seller may terminate this Agreement (and all of its obligations hereunder) by delivering written notice thereof to Purchaser.

37. Financing. Purchaser and Shareholders shall use commercially reasonable efforts to obtain financing to facilitate their purchase of the Assets; provided that Purchaser and Shareholders may not seek or obtain financing in excess of eighty percent (80%) of the Purchase Price plus all closing costs borne by Purchaser and Shareholders, the remainder being deemed equity. Neither Purchaser nor Shareholders shall borrow funds to meet the equity requirement set forth herein, it being understood that Purchaser and Shareholders shall borrow funds from its lender or otherwise only as disclosed in documents submitted to Seller and to TB Franchisor or its designated manager for financial approval by Seller and TB Franchisor or its designated manager for the transactions contemplated herein. Purchaser further agrees that it will not, during the first three (3) years following Closing, without the prior written consent of TB Franchisor or its designated manager, which shall not be unreasonably withheld, refinance or restructure any portion of Purchaser's debt or equity assumed or contributed in connection with the transactions contemplated hereby. The parties agree that it shall not be unreasonable for TB Franchisor or its designated manager to withhold its consent if such refinancing or restructuring would result in a reduction of equity below the minimum level required by this Section 37.

38. Prohibition on Transfers; Right of First Offer.

38.1 Purchaser hereby agrees and covenants that for a five (5) year period from and after the Closing Date, without the prior written consent of Seller, which consent may be withheld by Seller in Seller's sole and absolute discretion, Purchaser will not (A) transfer any of the Offered Assets (as such term is defined in Section 11.3 herein) owned by Purchaser, or cause or permit any of its affiliates to transfer any of the Offered Assets controlled by any such affiliate, to any person or entity, or (B) permit the direct or indirect transfer of any interest in the Purchaser, or any affiliate of the Purchaser that owns an interest (directly or indirectly) in any of the Offered Assets, or (C) engage in any Sale-Leaseback Transaction involving the Offered Assets.

38.2 Purchaser hereby also agrees and covenants that during the five (5) year period from and after the Closing Date, if Purchaser intends to sell or otherwise transfer of any or all of the Offered Assets (a "Resale"), Purchaser must offer in writing to Seller any or all Offered Assets that Purchaser purchased under this Agreement for the price paid by Purchaser under this Agreement without any adjustment before proposing any sale or transfer of any or all of the Offered Assets acquired under this Agreement to any third-party or affiliate of Purchaser (the "Right of First Offer"). Seller shall have a commercially reasonable period of time, not to exceed thirty (30) days, to evaluate such offer to sell any or all of the Offered Assets and inspect the same and to either elect to purchase such Offered Assets or waive such Right of First Offer in writing. If Seller fails to exercise such right to purchase such Offered Assets as identified in writing from Purchaser within said thirty (30) days, Purchaser may proceed to sell such Offered

Assets to a third-party but at a sale price not less than that as contained in the notice and offer to sell provided to Seller. If Seller does not exercise its right to purchase the Offered Assets and Purchaser proceeds to sell such Offered Assets at any time during the five (5) year period from and after the Closing Date to any third-party in a bona fide transfer for at least full fair market value, Purchaser (or the successor in interest to Purchaser at such time) shall pay to Seller an amount equal to one-half (½) of the difference between the Resale purchase price for such Offered Assets and the Purchase Price allocated to such Offered Assets as identified on Schedule 2 attached hereto. Further, any waiver or election by Seller not to exercise such right to purchase such Offered Assets shall not waive, nor be deemed to be a waiver of, Seller's rights hereunder, which shall continue through said five (5) year period with respect to any subsequent offers to sell any or all of the Offered Assets. The foregoing provisions in this Section 38 shall be included in the Bill of Sale [and the Deed].

39. 1031 Exchange. Purchaser agrees to cooperate with Seller in Seller's effecting a tax-deferred exchange under Internal Revenue Code Section 1031. Seller shall have the right, expressly reserved here, to elect this tax-deferred exchange at any time before the Closing Date, and further, Purchaser and Seller agree that the consummation of this Agreement is contingent on the exchange being effected if Seller so elects. If Seller elects to effect a tax-deferred exchange, Purchaser agrees to execute such additional escrow instructions, documents, agreements or instruments reasonably required to effect the exchange.

40. Pre-Ordered Merchandise. Purchaser and Shareholders acknowledge that Seller has, or may have, ordered prior to the Closing Date certain merchandise and promotional materials for the Restaurants, which merchandise and promotional materials are to be delivered and paid for after the Closing Date. Purchaser agrees to accept and pay for such merchandise and promotional materials in the quantities, for the prices and otherwise on the same terms and conditions as agreed to by Seller with such vendors, and hereby assumes all obligations of Seller and its affiliates with regard thereto.

41. New Development. TB Franchisor or its affiliates have identified one or more territories ("Territories") that have potential for development of one or more new Taco Bell restaurants (each, a "New Development"). With respect to any such Territories, TB Franchisor and Purchaser agree to enter into a Development Agreement at or prior to the Closing in the form substantially similar to that attached hereto as **Exhibit "G"**, pursuant to which Purchaser will develop [____] new Taco Bell restaurants within the Territories. The timelines for completion, and other requirements related to each New Development, are set forth on Schedule 41 attached hereto.

42. Waiver of Captive Mall Development. Purchaser acknowledges and agrees that it has no right to object to the development of any Express unit owned, franchised or licensed by Seller, TB Franchisor or any of their affiliates to be located in the mall locations, if any, listed below (each a "Captive Express Development"). Purchaser waives any impact protection relating to the Captive Express Development under Seller's, TB Franchisor's or any of their affiliates' then-current Integrated Expansion

and TBx Development Policy. Purchaser agrees to execute and deliver a waiver of all claims and rights related to the below locations (if any) at Closing and at any time after Closing upon request from Seller.

| <u>DMA Name</u> | <u>Mall Name</u> | <u>Mall Location</u> |
|-----------------|------------------|----------------------|
| | | |

43. Single Integrated Transaction. Notwithstanding any provision in this Agreement or in any other agreement between or among them, Purchaser, Seller and Shareholders severally and collectively intend, acknowledge and agree that this Agreement and each and every agreement, instrument and contract referenced in this Agreement or executed or delivered in connection with or pursuant to this Agreement or in connection with or to effect the purchase and sale contemplated herein (collectively, the “Integrated Agreements”) do and shall be deemed to constitute one single, integrated transaction and agreement. Without limiting the foregoing, the parties further acknowledge and agree as follows:

43.1 Without limitation, the parties intend and agree that the Integrated Agreements shall include the following and they shall not be severed or severable from one another for any purpose: (i) this Agreement and all exhibits and schedules referenced herein or attached hereto, including all exhibits and schedules listed on the “List of Exhibits and Schedules” attached hereto; (ii) the Taco Bell Franchise Agreements, as defined herein, and all exhibits, schedules and attachments thereto, as well as any other franchise agreement(s) governing the operations of the Restaurants, including all Upgrade Obligations; and (iii) the Real Property Leases, Assignment and Assumption of Leases and any sublease.

43.2 The parties intend and agree that the Integrated Agreements shall constitute one single, integrated transaction and agreement, notwithstanding the fact that: (i) the Integrated Agreements may be executed at different times by different parties; (ii) different consideration may be apportioned among the Integrated Agreements; (iii) the Integrated Agreements may provide that they are assignable; and (iv) the Integrated Agreements may have terms or durations of varying lengths, including with respect to the Taco Bell Franchise Agreements and the Real Property Leases.

43.3 Purchaser and Shareholders, if any, acknowledge and agree that Seller would not have entered into this Agreement or any of the Integrated Agreements absent Purchasers’ execution of and performance under all of the Integrated Agreements, including the Taco Bell Franchise Agreements, the Real Property Leases, the Assignment and Assumption of Leases and the subleases.

44. BOH System. Purchaser acknowledges and agrees that it will participate in the e-Restaurant program (or at Seller’s option, another back-of-house system sponsored by Seller or any of its affiliates) (the “BOH System”) rolled out by Seller or any of its affiliates. Purchaser shall be required to use and maintain the BOH System at each of the Restaurants for at least twenty-four (24) months after the Closing. In the event that Purchaser fails to maintain the BOH System in all of the Restaurants included in this Agreement, Purchaser shall be subject to a penalty in the amount of \$60,000.00, without deduction or set-off for any number of installations or partial compliance, which amount in whole represents both a penalty and liquidated damages to Seller for such non-compliance. Further, such non-compliance shall

constitute a default under each of the Taco Bell Franchise Agreements with respect to the Restaurants, without regard to any partial compliance at the respective Restaurant. As additional consideration for the agreements, obligations, and duties under this Agreement, and to the extent reasonably required by Seller, Purchaser and/or Shareholders agree to execute and deliver to Seller at Closing those certain separate letter agreements or amendments to this Agreement or any of the Taco Bell Franchise Agreements as may be required to expand upon the terms, conditions and agreements of the provisions set forth in this Section 44. The provisions in this Section 44 and any such letter agreement itself will each survive the Closing.

45. New Construction in Process. Each new unit construction in-process project store (each, a “CIP Store”), as set forth below, is currently under development by Seller. Purchaser will be required to pay an initial franchise fee for each CIP Store (the “CIP Fee”) to Seller at the Closing. After the Closing, Purchaser will reimburse Seller for all Development Costs (as defined below) incurred up to the Closing Date for each CIP Store.

[Purchaser agrees to assume all obligations for the development of the CIP Stores and, after the Closing, Seller will [transfer to Purchaser the deed associated with each CIP Store][convey to purchaser each CIP Store pursuant to an Assignment and Assumption of Lease in the form of **Exhibit “F”**]. Purchaser agrees that each CIP Store must be open no later than the date set out below, provided, however, that if Shareholders and Purchaser are diligently pursuing an opening of the CIP Store, and fail to comply with the date set out below, this shall not constitute a default under Section 18 hereof, nor shall the liquidated damages contemplated thereunder apply as long as the CIP Store is open no later than [INSERT DATE] of the applicable year.]⁹

[After the Closing, Seller shall continue the construction-in-process project for each CIP Store. The closing for the CIP Store(s) (the “CIP Closing”) shall be deferred until such time that Seller notifies Purchaser that the construction in-process project is completed. The CIP Closing shall occur upon the same terms and conditions as the Closing for the other Restaurants. Upon the occurrence of the CIP Closing, i) Purchaser will reimburse Seller for any and all Development Costs not previously reimbursed to Seller, ii) Purchaser will pay all other Closing costs as otherwise provided for hereunder (including, but not limited to, transfer taxes and the costs associated with title insurance, if any), and iii) Seller will [transfer to Purchaser the deed associated with each CIP Store][convey to purchaser each CIP Store pursuant to an Assignment and Assumption of Lease in the form of **Exhibit “F”**.]]¹⁰

As used herein, “Development Costs” shall mean the aggregate of all out-of-pocket costs of Seller or any of its affiliates incurred in connection with any or all of the lease or fee property purchase negotiations, including, as applicable, costs associated with the design, engineering, permitting, construction, connection and finishing of any or all of the property, appurtenances to the property, site work, materials, building improvements, landscaping, equipment, signage, utilities and warranting of, at, on or

⁹ Note: To incorporate if Purchaser is to complete CIP Store(s) after Closing.

¹⁰ Note: To incorporate if Seller is to complete CIP Store(s) after Closing.

connected with the development of each CIP Store, whether for tangible or intangible real or personal property or services (such as architectural, engineering, legal, etc.) or otherwise.

| Store Number | Address | City | State | Estimated Completion Date | Estimated Completion Costs |
|--------------|---------|------|-------|---------------------------|----------------------------|
| | | | | | |

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto through their duly authorized signatories have caused this Agreement to be executed and delivered as of the date first above written.

PURCHASER:

a _____

By: _____

Name: _____

Its: _____

SELLER:

a _____

By: _____

Name: _____

Its: _____

SHAREHOLDERS:

Name: _____

TB FRANCHISOR:

Taco Bell Franchisor, LLC, by signing below through its duly authorized signatory, acknowledges and agrees solely to the following specifically enumerated provisions of this Agreement with respect to duties or obligations incurred as a franchisor: the Preamble; Recital H; and Sections 1, 2.1, 2.2, 6.1, 11.2, 11.3, 11.4, 20, 28, 33, 37, 38 and 41, and incurs no liability or responsibility in connection with any of the other provisions herein.

TACO BELL FRANCHISOR, LLC

a Delaware limited liability company

BY: Taco Bell Corp., as its Manager

By: _____

Name: _____

Its: _____

[Signature page to Asset Purchase Agreement]

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS

- A THE RESTAURANTS
- B FORM OF FRANCHISE AGREEMENT
- C BILL OF SALE
- D GENERAL RELEASE
- E FORM OF OPINION OF COUNSEL
- [F ASSIGNMENT AND ASSUMPTION OF LEASE]¹¹
- G DEVELOPMENT AGREEMENT
- [H LAND AND BUILDING LEASE]¹²
- [I LIMITED WARRANTY DEED]¹³

SCHEDULES

- 2 ALLOCATION OF PURCHASE PRICE
- 2.2 UPGRADE OBLIGATIONS
- 11.4 SUPPLEMENTAL OPERATIONAL AND FINANCIAL CONDITIONS
- 41 NEW DEVELOPMENT

¹¹ Note: To delete this exhibit if not applicable.

¹² Note: To delete this exhibit if not applicable.

¹³ Note: To delete this exhibit if not applicable.

EXHIBIT "A"**THE RESTAURANTS**

| STORE NUMBER | ADDRESS | TYPE | EXPIRATION DATE |
|--------------|---------|------|-----------------|
| | | | |
| | | | |

EXHIBIT “B”

TACO BELL FRANCHISOR, LLC FORM OF FRANCHISE AGREEMENT

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TACO BELL FRANCHISOR, LLC FRANCHISE AGREEMENT

THIS AGREEMENT is made date, by and between TACO BELL FRANCHISOR, LLC, a Delaware limited liability company (the "Company"), and names (the "Franchisee").

RECITALS

A. The Company is the originator of a distinctive concept for the marketing, preparation and sale of certain Mexican and other style food products (the "TACO BELL RESTAURANTS" or the "Restaurants").

B. The Company owns or controls various trademarks, service marks, trade names, trade dress, designs (including product package designs), symbols, emblems, logos, insignias, external and internal building designs and architectural features and combinations of the foregoing (collectively, the "Trademarks"), which are used by it, its franchisees and its licensees in offering, selling and distributing its products and services. Some of the Trademarks are set forth and described on Appendix 1 to this Agreement.

C. The Company has developed, owns and has adopted for its own use and the use of its franchisees and licensees a unique system of quick service restaurant operation (the "Taco Bell System" or the "System"), consisting of a variety of distinctive sign and facility designs, equipment specifications and layouts, recipes, methods of food presentation and service, business techniques, copyrighted manuals and other materials, trade secrets, know-how and technology.

D. The Company has established, and is continuing to develop and operate, a chain of quick service "Taco Bell" and "Taco Bell Express" restaurants or units which are fundamentally uniform in image and in food style and which share many fundamental menu items and methods of operation (the "Taco Bell Chain").

E. The Taco Bell Chain enjoys widespread public acceptance due in part to (1) uniform high standards for the preparation, presentation and service of Taco Bell food; (2) an essentially uniform menu, image, appearance and methods of operation in all Restaurants and units; (3) uniform use of the System and the valuable and distinctive Trademarks; and (4) the Taco Bell franchisees' and licensees' commitments to maintain and enhance the goodwill and public acceptance of Taco Bell products, services and Restaurants by strict adherence to these uniform standards as they now exist and may be revised from time to time pursuant to this Agreement.

F. The Franchisee, aware of the above, has applied for a franchise and desires to establish and operate a Taco Bell Restaurant upon the terms and conditions set forth in this Agreement.

WITNESSETH

The parties hereby act and agree as follows:

SECTION 1: GRANT OF LICENSE

1.0 The Company hereby grants to the Franchisee a limited license to use the Trademarks solely in direct connection with the sale of the food, beverage and other products referred to in Subsection 3.5 from the TACO BELL RESTAURANT to be established pursuant to this Agreement at the following location:

Unit No. unit
address
city state zip
(the "Restaurant")

The grant of this limited license to use the Trademarks is further subject to the terms, conditions and limitations hereinafter set forth; including, among others, those contained in Section 14 entitled "TRADEMARKS."

1.1 Throughout the Term of this Agreement (as defined below), Franchisee shall operate the Restaurant in strict accordance with the terms of this Agreement and shall perform all other obligations of the Franchisee provided for by this Agreement.

SECTION 2: TERM

2.0 This Agreement shall continue for a term expiring on _____ unless earlier terminated in accordance with Subsection 5.1 or any of the other conditions and provisions hereof (the "Term"). Upon and after expiration of the Term (a) the Franchisee shall have no expectation or right to continue, extend, renew, or otherwise replace the license granted in Section 1 of this Agreement or to continue to operate the Restaurant, and (b) the Company shall have no expectation or right to require the Franchisee to continue to operate the Restaurant.

SECTION 3: RESTAURANT SYSTEM AND PROCEDURES

3.0 To the extent deemed appropriate by the Company in its sole discretion, based on the Franchisee's experience and performance at any particular time during the Term, the Company will use commercially reasonable efforts to furnish the Franchisee with advice and assistance in managing and operating a TACO BELL RESTAURANT, including periodic visits by the Company's representatives. A Company representative will assist the Franchisee in coordinating the Restaurant pre-opening activities, and will be available to assist with Restaurant operations throughout the opening week, as reasonably needed. In addition, the Company will develop and present to the Franchisee, and the Franchisee and the Company shall carry out, an advertising program designed for the initial opening of the Restaurant.

3.1 The Franchisee shall devote his or her full time, best efforts and constant personal attention to the day to day operation of the Restaurant. In order to facilitate the devotion of such personal attention, either the Franchisee or a qualified manager of the Restaurant shall maintain his or her personal principal residence within a usual driving time of approximately one hour from the Restaurant. Unless the Company shall have given its prior advance written approval, the Franchisee shall have the Restaurant open for business during such hours as are specified by the Company in the Manual described in Subsection 3.2 below (the "Manual"). In addition, and without limiting the generality of the foregoing responsibilities, the Franchisee shall:

- (a) Operate the Restaurant in a clean, safe and orderly manner, providing courteous, first-class service to the public;
- (b) Diligently promote and make every reasonable effort to increase the business of the Restaurant;
- (c) Advertise the business of the Restaurant by the use of the Trademarks and such other insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or established from time to time by the Company and included in the Manual; and
- (d) Prevent the use of the Restaurant for any immoral or illegal purpose, or for any other purpose, business activity, use or function which is not expressly authorized hereunder or in the Manual.

3.2 The Franchisee hereby acknowledges receipt and loan of a copy of the Company's Franchise Operations Manual, and shall faithfully, completely and continuously perform, fulfill, observe and follow all instructions, requirements, standards, specifications, systems and procedures contained therein; including, those dealing with the selection, purchase, storage, preparation, packaging, service and sale (including menu content and presentation) of all food and beverage products, and the maintenance and repair of Restaurant buildings, grounds, furnishings, fixtures, and equipment, as well as those relating to employee uniforms and dress, accounting, bookkeeping, record retention and other business systems, procedures and operations. By this reference, the Company's Franchise Operations Manual, as presently constituted and as it may hereafter be amended and supplemented by the Company from time to time (the "Manual") is incorporated in and made part of this Agreement. The Franchisee acknowledges that the materials contained in the Manual are integral, necessary and material elements of the System.

3.3 The Company shall have the right at any time and from time to time, in the good faith exercise of its reasonable business judgment, consistent with the overall best interests of TACO BELL RESTAURANTS generally, to revise, amend, delete from and add to the System and the material contained in the Manual. The Franchisee shall promptly comply with all such revisions, amendments, deletions and additions.

3.4 The Franchisee understands, acknowledges and agrees that strict conformity with the System, including the standards, specifications, systems, procedures, requirements and instructions contained in this Agreement and in the Manual, is vitally important to the success not only of the Company, but to the collective success of all Taco Bell franchisees, including the Franchisee, by reason of the benefits all franchisees and the Company will derive from chain uniformity in food products, identity, quality, appearance, facilities and service among all TACO BELL RESTAURANTS. Any failure to adhere to the standards, specifications, requirements or instructions contained in this Agreement or in the Manual shall constitute a material breach of this Agreement.

3.5 The Franchisee shall offer for sale only from the Restaurant premises and at all times when the Restaurant is open for business all and only the food, beverages and other products expressly described in the Manual, unless the Franchisee shall have received the Company's prior written consent to any exception. No food, beverage or other products shall be offered or sold at or from the Restaurant under or in connection with any trademark or service mark other than the Trademarks without the prior written authorization of the Company in each case.

3.6 The Franchisee further understands, acknowledges and agrees that the Company is the owner of all rights in and

to the System, including the information and materials described or contained in the Manual, and that the System, including such information and materials, constitutes trade secrets of the Company which are revealed to the Franchisee in confidence, and that no right is given to or acquired by the Franchisee to disclose, duplicate, license, sell or reveal any portion thereof to any person, other than an employee of the Franchisee required by his work to be familiar with relevant portions thereof. The Franchisee hereby represents, warrants and promises to keep and respect such confidences extended by the Company to the Franchisee, to obtain from each of its Restaurant managers an agreement to keep and respect such confidences, and to be responsible for compliance by said employees with such agreements.

3.7 The Manual and all such other materials furnished to the Franchisee hereunder are and shall remain the property of the Company and shall be returned by the Franchisee to the Company immediately upon the expiration or earlier termination of this Agreement for any reason.

3.8 During the term of this Agreement, the Franchisee shall not, without the prior express written consent of the Company, directly or indirectly, perform any services for, engage in or acquire any financial, beneficial or equity interest in, any business similar to that of the Restaurant. In the event this Agreement is terminated by the Company for breach by the Franchisee, the same restrictions shall apply for a period of one year following such termination, but only with respect to similar businesses operated within a ten mile radius of the Restaurant. For purposes of this subsection, a "similar business" is a restaurant business which prepares or sells Mexican style food products. Notwithstanding the foregoing, the Franchisee and his family, collectively, may own up to ten percent (10%) of the stock of a publicly traded company engaged in a similar business. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this subsection determines that it would be invalid or unenforceable as written, then in such event the provisions hereof shall be deemed modified to the extent necessary to be valid and enforceable.

SECTION 4: TRAINING

4.0 The Company shall make available to the Franchisee and one Restaurant manager, the Company's TACO BELL RESTAURANT operations training course.

4.1 Before the Restaurant shall open for business, one person from the Franchisee's organization who is designated to be the initial manager of the Restaurant shall either: (a) attend, for such period of time as the Company shall deem reasonably necessary, and complete the Company's training course to the reasonable satisfaction of the Company, or (b) otherwise be approved by the Company to manage the Restaurant. In the event this Agreement is the first franchise agreement between the Company and the Franchisee, then before the Restaurant shall open for business, the Franchisee shall also attend, for such period of time as the Company shall deem reasonably necessary, and complete the Company's training course to the reasonable satisfaction of the Company. If the Franchisee fails to successfully complete the Company's training course, then at the option of the Company this Agreement may be terminated.

4.2 The Franchisee and at least one Restaurant manager shall, from time to time as reasonably required by the Company, personally attend and complete a Company-provided refresher course in TACO BELL RESTAURANT operations.

4.3 The Franchisee shall be responsible for the compliance of Restaurant operations with the standards, methods, techniques and material taught at the Company's operations training course, and shall cause the Restaurant employees to be trained in such standards, methods and techniques as are relevant to the performance of their respective duties.

4.4 Attendance of the Franchisee and one manager of the Restaurant shall be tuition-free at all training courses, but at the Franchisee's sole cost and expense, including, without limitation, the cost of travel, lodging, meals and other related and incidental expenses.

SECTION 5: RESTAURANT MAINTENANCE

5.0 The Franchisee shall, at the Franchisee's sole cost and expense, maintain and repair the Restaurant, related equipment, signage, improvements, landscaping and the Restaurant premises in conformity with the standards, specifications and requirements of the System, as the same may be designated by the Company from time to time, and as appropriate replace any or all of such items (other than the Restaurant building or premises). The Franchisee shall replace equipment as necessary or desirable at the Franchisee's cost and expense and obtain at his cost and expense any new or additional equipment as may be reasonably required by the Company for new products, procedures, administration, marketing or communication. Except as may be expressly provided in the Manual, no alterations or improvements, or changes of any kind in design, equipment or decor shall be made in, on or about the Restaurant or Restaurant premises without the prior written approval of the Company in each instance. The Franchisee shall at the Franchisee's sole cost and expense, replace as necessary such equipment, signage, improvements and landscaping in conformity with such standards, specifications and requirements of the System.

5.1 As a condition of continuing this Agreement after [insert date], the Franchisee shall, between [insert date] and [insert date], upgrade the Restaurant in accordance with the Manual ("Mid-Term Upgrade"). The scope of the Mid-Term Upgrade shall be defined in the Manual and generally shall include an interior refresh (including paint, counters, seats, settees, chairs, tables, soffits, and lighting), an exterior refresh (including paint and the addition of, modification to, or incorporation of any new critical design elements), and a signage upgrade. The Franchisee must obtain the Company's prior written approval of the exact scope of the Mid-Term Upgrade pursuant to the procedures stated in the Manual. In the event the Franchisee fails to obtain the Company's prior written approval or complete timely the Mid-Term upgrade pursuant to this section, Franchisor may terminate this Agreement pursuant to Section 15.

5.2 In order to assure the continued success of the Restaurant, the Franchisee shall, from time to time as reasonably required by the Company (taking into consideration the cost and then remaining term of this Agreement), modernize or modify the image of the Restaurant building, premises and equipment to the Company's then current, reasonable standards and specifications. The Franchisee's obligations under this subsection are in addition to, and shall not relieve the Franchisee from, any of its other obligations under this Agreement, including those contained in the Manual. However, no such modernization or re-imaging shall be required by the Company unless and until the Company has at that time committed to implement such standards and specifications within the then current or following calendar year in at least twenty-five percent (25%) of those TACO BELL RESTAURANTS then operated by the Company within the United States.

5.3 If the Franchisee is or becomes a lessee of the Restaurant premises, the Franchisee shall provide the Company with a true and correct, complete copy of any such lease, and shall have included therein provisions, in form satisfactory to the Company, expressly permitting both the Franchisee and the Company reasonable opportunity to take all actions and make all alterations referred to under Subsection 15.2(b). Any such lease shall also require the lessor thereunder to give the Company reasonable notice of any contemplated termination and a reasonable time in which to take and make the above actions and alterations and provide that the Franchisee has the unrestricted right to assign such lease to the Company.

SECTION 6: ADVERTISING AND PUBLICITY

6.0 The Company shall develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all TACO BELL RESTAURANTS. It is expressly understood, acknowledged and agreed that in all phases of such advertising and promotion, including, without limitation, type, quantity, timing, placement and choice of media, market areas and advertising agencies, the decisions of the Company made in good faith shall be final and binding. The Franchisee shall have the right to participate actively in all such advertising and sales promotion programs, but only in full and complete accordance with such terms and conditions as may be established by the Company for each such program.

6.1 (a) The Company will establish and maintain a fund (the "Marketing Fund") separate from any Company accounts. The Company will deposit into the Marketing Fund all marketing fees received from the Franchisee pursuant to Subsection 7.0(c) below and an amount equal to four and one-quarter percent (4.25%) of the Gross Sales (as defined below) from Company operations of TACO BELL RESTAURANTS in the United States (except Hawaii). The Company will provide an accounting of the Marketing Fund to the Taco Bell franchise advisory council ("FRANMAC") pursuant to the Marketing Fund Policy.

(b) The Company has and will in consultation with FRANMAC develop, publish and modify from time to time as necessary a Marketing Fund Policy, which shall be part of the Manual and will set forth procedures and guidelines for disbursements and expenditures from the Marketing Fund. All monies in the Marketing Fund, including any interest or other income earned from the investment of such monies must be spent and disbursed only in accordance with this Agreement and the Marketing Fund Policy. The Franchisee hereby agrees that the Company can shift into the Marketing Fund any excess funds remaining in funds, sub-funds, or other accounts established or maintained in connection with prior forms of franchise agreement or marketing fund policies, including fees or monies that Franchisee paid, or that were collected from Franchisee, in connection with prior franchise agreements between the Franchisee and the Company.

(c) The Company shall use the Marketing Fund in its good faith determination to disseminate, improve and support the public awareness and image of the Taco Bell brand, the Taco Bell System and its goods and services available to the public, to increase System-wide sales, to purchase advertising, to pay for the development, support, and dissemination of other marketing and media programs on a regional or national basis (including but not limited to promotions, public relations, event marketing, research and clearance of programs, talent and residuals), to pay for the creation and production of advertising, and as otherwise permitted by the Marketing Fund Policy; provided, however, in any given calendar year not more than one-quarter of the aggregate of all marketing fees contributed to the Marketing Fund from franchise and Company Restaurants in the United States (except Hawaii) shall be spent on the production and creation of advertising.

6.2 The Company may temporarily invest any or all of the monies held in the Marketing Fund from time to time at the sole discretion of the Company in accordance with the Marketing Fund Policy. All interest or other income received from such investments may be used by the Company to pay for the expenses of administering the Marketing Fund. Any such amounts not used for this purpose shall be designated Marketing Funds and disbursed according to the Marketing Fund Policy.

6.3 All advertising copy and other materials shall be in strict accordance and conformity with the standards, formats and specimens contained in the Manual. In the event the Franchisee wishes to depart from the materials contained in the Manual, the Franchisee shall submit, in each instance, the proposed advertising copy and materials to the Company for approval in advance of publication, and shall use only such advertising copy and materials as have been approved in writing by the Company. In no event shall the Franchisee's advertising contain any statement or material which may be considered (a) in bad taste or offensive to the public or to any group of persons, or (b) defamatory of any person or an attack on any competitor.

6.4 In order to maintain the high reputation of the Taco Bell System and for the benefit of all of its operators, the Franchisee shall report immediately by telephone to the Company the occurrence of any incident at or concerning the Restaurant or the business conducted there which is or is likely to become the subject of publicity through the news media or otherwise. The Franchisee hereby acknowledges that the Company alone is authorized to speak or make statements, public or private, on behalf of the Taco Bell

brand or the Taco Bell System, and the Franchisee shall in every instance consult and coordinate with the Company in advance of communicating with the media or of creating publicity for the brand or System outside the normal course of business.

SECTION 7: FEES

7.0 As partial consideration for the rights granted hereunder, the Franchisee shall pay the Company throughout the Term:

- (a) An initial franchise fee of _____ Dollars (\$_____) due upon execution hereof; -
- (b) A franchise fee for each of the Company's four-week accounting periods (or five-week accounting periods, as determined from time to time by the Company, each whether four or five weeks an "accounting period") equal to five and one-half percent (5.5%) of Gross Sales (as defined below); and
- (c) A marketing fee for each of the accounting periods equal to four and one-quarter percent (4.25%) of Gross Sales (as defined below).
- (d) Notwithstanding the foregoing, if a federal, state or local law in which the Restaurant is located prohibits or restricts in any way the Franchisee's ability to pay and/or the Company's ability to collect that portion of the period franchise fee (identified in "(b)" above) or period marketing fee (identified in "(c)" above) related to Gross Sales deriving from the sale of alcoholic beverages at the Restaurant (an "Alcohol Restriction Law"), then the Franchisee instead will be required to pay as the period franchise fee and period marketing fee whatever increased percentages of the Restaurant's non-alcoholic beverage Gross Sales (that is, total period Gross Sales minus the amount of Gross Sales derived from the Franchisee's sale of alcoholic beverages) as will result in the Franchisee's paying the period franchise fee and period marketing fee which would otherwise pertain if Franchisee were not subject to an Alcohol Restriction Law.

7.1 Due Dates. Until notified otherwise by the Company, the periodic fees required pursuant to Subsection 7.0 shall be paid by check mailed and postmarked on or before the fifth (5th) business day immediately following the four (or five) week accounting period (as designated by the Company) in which such sales were made. When so notified by the Company, the periodic fees required pursuant to Subsection 7.0 shall be paid by electronic funds transfer received on or before the fifth (5th) business day immediately following the last day of the pertinent accounting period (as designated by the Company) in which such sales were made. Any payment which is not paid when due shall incur the then-customary administrative charge and shall bear interest from and after the due date at the rate of (i) eighteen percent (18%) per annum or (ii) the highest rate permitted by law, whichever is less.

7.2 Definition. The term "Gross Sales" as used in this Agreement shall mean the total of all cash or other payments received for the sale of food, beverages and other tangible property of every kind sold at, in, upon, or from the Restaurant, and all amounts which shall be received as compensation for any services rendered therefrom, excluding only sales taxes, employee meals, overrings and refunds to customers.

7.3 Taxes. All fees paid by the Franchisee to the Company pursuant to this Agreement shall be paid to the Company net of any and all withholding, excise, gross receipts, sales, use and other similar taxes (other than state or federal corporate income tax of the Company), so that, for example, in the event any governmental entity would impose a tax of 5% on royalties paid by the Franchisee hereunder, then the Franchisee would pay to the Company 5.79% of the Restaurant's Gross Sales as the franchise fee instead of the 5.5% of Gross Sales payable without any such tax.

SECTION 8: RECORD KEEPING

8.0 From time to time, the Company may provide the Franchisee with a TACO BELL RESTAURANT record keeping system and forms, and the Franchisee shall employ such system, without modification, in connection with the business of the Restaurant.

8.1 The Franchisee shall complete and submit to the Company on a regular, continuous basis:

- period;
- (a) Weekly Restaurant Reports, on or before the fifth business day after each week in each accounting period;
- period; and
- (b) Period Restaurant Reports, on or before the fifth business day after expiration of each accounting period;
- (c) Annual Restaurant Reports, on or before 90 days following the end of each calendar year or the end of the Franchisee's fiscal year, whichever is pertinent.

8.2 The Annual Restaurant Reports referred to above shall include a balance sheet dated as of the end of the pertinent year and a profit and loss statement for such year, together with such additional financial information as the Company may reasonably request, all prepared in accordance with generally accepted accounting principles. Such balance sheet and profit and loss statement must be reviewed by an independent certified public accountant and be in accordance with Statements on Standards for Accounting and Review Services and must contain a signed opinion by such accountant to that effect. If the Franchisee fails to provide the Company with any such financial statement, the Company shall have the right to have an independent audit made of the Franchisee's books and records, and the Franchisee shall promptly reimburse the Company for the cost thereof.

8.3 Each of the Reports referred to in this section shall be completed by the Franchisee or the Franchisee's accountant in the respective specimen forms, and in accordance with the instructions, contained in the Manual. Time is of the essence with respect to completion and submission of each such Report. Franchisee hereby consents to the Company's release of information regarding the Restaurant's sales to associations of franchisees, to consultants of the Company, to advertising agencies and to other parties considered appropriate by the Company.

8.4 If the Franchisee is a corporation, it shall maintain an accurate stock register. In the event that the beneficial ownership of the Franchisee's stock differs in any respect from record ownership, the Franchisee shall also maintain a list of the names, addresses and interests of all beneficial owners of its stock. The Franchisee shall produce its stock register and any list of beneficial owners, certified by the corporation's secretary to be correct, at the Restaurant at any reasonable time and from time to time after ten days' prior written request by the Company. Company representatives shall have the right to examine the stock register and any list of beneficial owners and to reproduce all or any part thereof. In addition, all record and beneficial stock holders of the Franchisee shall jointly and severally guaranty the full and faithful performance of all agreements, duties and obligations required to be performed, fulfilled or observed by the Franchisee under this Agreement.

8.5 Without limiting the generality of Subsection 9.0, below, Company representatives shall have the right at all times during normal business hours to confer with Restaurant employees and customers, and to inspect the Franchisee's books, records and tax returns, or such portions thereof as pertain to the operation of the Restaurant business. All such books, records and tax returns shall be kept and maintained at the Restaurant premises or such other place as may be agreed to from time to time in writing by the parties. If any such inspection reveals that the Gross Sales reported in any report or statement are less than the actual Gross Sales ascertained by such inspection, then the Franchisee shall immediately pay the Company the additional amount of fees owing by reason of the understatement of Gross Sales previously reported, together with interest and administrative charges as provided in Subsection 7.1. In the event that any report or statement understates Gross Sales by more than two percent (2%) of the actual Gross Sales ascertained by the Company's inspection, the Franchisee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse the Company for any and all expenses incurred in connection with its inspection, including, but not limited to, reasonable accounting and legal fees. Such payments shall be without prejudice to any other rights or remedies the Company may have under this Agreement or otherwise.

SECTION 9: RESTAURANT INSPECTION

9.0 The Company shall have the right at any time and from time to time without notice to have its representatives enter the Restaurant premises for the purpose of inspecting the condition thereof and the operation of the Restaurant for compliance with the standards, specifications, requirements and instructions contained in this Agreement and in the Manual, and for any other reasonable purpose connected with the operation of the Restaurant.

SECTION 10: RELATIONSHIP OF PARTIES AND INDEMNIFICATION

10.0 The Franchisee is not, and shall not represent or hold itself out as, an agent, legal representative, joint venturer, partner, employee or servant of the Company for any purpose whatsoever and, where permitted by law to do so, shall file a business certificate to such effect with the proper recording authorities. The Franchisee is an independent contractor and is not authorized to make any contract, agreement, commitment, warranty or representation on behalf of the Company, or to create any obligation express or implied on behalf of the Company. The Franchisee agrees that the Company is not, and the Franchisee hereby covenants not to claim that the Company is, in any way a "fiduciary" as regards the Franchisee. The Franchisee shall not use the name TACO BELL or any similar words as part of or in association with any trade name or name of any business entity directly or indirectly associated with the Franchisee.

10.1 Franchisee agrees that it will, at its sole cost, at all times indemnify, defend and hold harmless the Company; any of the Company's parents, affiliates, subsidiaries, successors, assigns and designees; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of each of the foregoing (the Company and all others referenced above being the "Company Parties"), to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, is related in any way to any element of the Franchisee's establishment, design, construction, conversion, opening, remodeling, renovation and/or operation of the Restaurant and/or Franchisee's franchised business, including (without limitation) (i) any personal injury, death, or property damage suffered by any customer, visitor, operator, vendor, contractor, subcontractor, employee or guest of the Restaurant and/or Franchisee's franchised business and (ii) all acts, errors, neglects or omissions of Franchisee or Franchisee's franchised business and/or any of its or their owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives (or any third party acting on Franchisee's behalf or direction) related to the operation of the restaurant; the preparation, offer and sale of food and beverage items thereat; and, all liabilities directly or indirectly arising from or related to any sale at or from the restaurant of beer, wine and/or other alcoholic beverages (including "dram shop" liabilities). As used above, the phrase "claims, losses, liabilities and costs" includes all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory, or punitive damages or liabilities; costs of investigation; court costs and expenses; actual attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to the Company's reputation and goodwill; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by the Company Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. Franchisee

agrees to give the Company written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Company Party within three days of Franchisee's actual or constructive knowledge of it. At Franchisee's sole expense and risk, The Company may elect to assume the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. The Company's undertaking of defense and/or settlement will in no way diminish Franchisee's indemnification obligations hereunder.

Franchisee agrees that any failure by the Company Parties to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by the Company Parties from Franchisee. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

10.2 Franchisee hereby irrevocably affirms, attests and covenants its understanding that Franchisee's employees are employed exclusively by Franchisee and in no fashion is any such employee either employed, jointly employed or co-employed by the Company. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of the Franchisee and never under the direct or indirect control of the Company in any fashion whatsoever. The Company and Franchisee hereby agree that, with respect to the employees working at or in the Restaurant, Franchisee alone has the right and obligation, and the Company has absolutely no right or obligation, to:

- (a) hire the employees;
- (b) determine the employees' compensation and other benefits;
- (c) establish the employees' schedules;
- (d) pay all salaries, benefits, and employee-related liabilities, e.g., workers' compensation; payroll taxes;
- (e) discipline or terminate the employees;
- (f) determine the number of employees working at the Restaurant (subject to any minimum staffing guidelines the Company may publish for the purpose of ensuring Franchisee has the capability at all times to satisfy the Company's food safety and product quality standards);
- (g) train the employees as it sees fit (subject to the use of the Company's training materials, developed to ensure customers receive a consistent brand experience, and full compliance with the Company's food safety and product quality standards).

Finally, should it ever be asserted that the Company is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist the Company in defending said allegation, including (if necessary) appearing at any venue requested by the Company to testify on the Company's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that the Company is the employer, joint employer or co-employer of any of Franchisee's employees). To the extent the Company is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by the Company, it will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

SECTION 11: INSURANCE

11.0 The Franchisee shall procure before the commencement of Restaurant operations and maintain in full force and effect during the entire term of this Agreement, at its sole cost and expense, an insurance policy or policies protecting the Franchisee and the Company against any and all loss, liability or occurrence, arising out of or in connection with the condition, operation, use or occupancy of the Restaurant or Restaurant premises. The Company shall be named as an additional insured in all such policies, workers' compensation excepted. Such policy or policies shall be written by an insurance company or companies satisfactory to the Company and with a minimum Best's Rating of A- or other such comparable rating and shall include coverage in at least the following types and amounts:

| KIND OF INSURANCE | MINIMUM LIMITS OF LIABILITY |
|------------------------------|--|
| Workers' Compensation | Statutory |
| Employers' Liability | \$2,000,000 per occurrence |
| Commercial General Liability | \$2,000,000 per occurrence |
| Products Liability | \$5,000,000 annual aggregate per occurrence included in Commercial General Liability, separate annual aggregate of \$5,000,000 |
| Liquor Liability Insurance | \$3,000,000 annual aggregate per common cause and as further set out below |

The insurance afforded by the policy or policies shall be primary with respect to insurance maintained by the Company and shall not be limited in any way by reason of any insurance which may be maintained by the Company. Subject to the express prior written approval of the Company (which the Company may withhold in its good faith discretion), that such program would not put the Company at any greater risk or exposure than would coverage from insurers described above, and to the Franchisee's full compliance with all pertinent laws and regulations, the Franchisee may satisfy its obligations with respect to Workers' Compensation coverage through a self-insurance program. Franchisee is only required to maintain Liquor Liability Insurance if serving alcoholic beverages at the Restaurant. Franchisee is required to maintain such Liquor Liability Insurance with limits of not less than the equivalent of \$3,000,000.00 each common cause and \$3,000,000.00 annual aggregate covering bodily injury and property damage if liability for either bodily injury or property damage is imposed by reason of the selling, serving or furnishing of any alcoholic beverage by Franchisee.

11.1 Within thirty (30) days after the execution of this Agreement, but in no event later than one week before the Restaurant opens for business, Certificates of Insurance showing compliance with the requirements of Subsection 11.0 shall be furnished by the Franchisee to the Company for approval. Such certificates shall state that the policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to the Company. Maintenance of such insurance and the performance by the Franchisee of its obligations under this Section 11 shall not relieve the Franchisee of liability under the indemnity provisions of this Agreement or limit such liability.

11.2 The Franchisee shall maintain an all-risk property insurance (fire) policy on the Restaurant buildings and other improvements, equipment, furnishings, fixtures, signage and any additions. The policy shall be written on the basis of replacement cost of the property and shall include a minimum of six months' coverage for business interruption. Such policy or policies shall be written by an insurance company with a minimum Best's Rating of A- or other such comparable rating.

11.3 Should the Franchisee, for any reason, not timely procure and maintain the insurance coverage required by this section, then the Company shall have the right and authority to immediately procure such insurance coverage as part of or separate from its own policies, in its sole discretion, and to charge the cost thereof to the Franchisee, which charges shall be paid immediately upon notice and shall be subject to charges for late payments in the manner set forth in Subsection 7.1.

11.4 The Franchisee's insurance shall be endorsed to add the Company and each of its parents, subsidiaries, affiliates, officers, shareholders, members, directors, and employees as additional insureds.

SECTION 12: DEBTS AND TAXES

12.0 The Franchisee shall pay promptly when due all obligations incurred directly or indirectly in connection with the Restaurant and its operation, including, without limitation, all taxes and assessments that may be assessed against the Restaurant land, building and other improvements, equipment, fixtures, signs, furnishings and other property, and all liens and encumbrances of every kind and character created or placed upon or against any of said property (subject, however, to any conflicting provisions of any arms length, bona fide lease or leases of any of the foregoing property), and all accounts and other indebtedness of every kind and character incurred by or on behalf of the Franchisee in the conduct of the Restaurant business.

SECTION 13: SALE AND ASSIGNMENT

13.0 The Franchisee's rights and interests under this Agreement and any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement shall not be subject to sale, assignment, transfer or encumbrance, including the granting of any lien or security interest (all of which are hereinafter included within the term "transfer") in whole or in part in any manner whatsoever without the prior express written consent of the Company. The Company will not, however, unreasonably withhold its consent to any proposed sale or assignment. In considering a request for transfer, the Company will consider, among other things, the qualifications, apparent ability and credit standing of the proposed transferee as if the same were a prospective, direct franchisee of the Company. In addition, the Company shall require as a condition precedent to the granting of its consent with respect to any transfer that:

(a) there shall be no existing default in the performance or observance of any of the Franchisee's obligations under this Agreement or any other agreement with the Company and the Restaurant shall be in condition and appearance satisfactory to the Company and in accordance with its standards at that time;

(b) the Franchisee shall have settled all outstanding accounts with the Company and its affiliates and executed a Release in a form satisfactory to the Company;

(c) the Franchisee shall have paid the Company its then current transfer fee applicable to the type of transfer proposed. The amount of the transfer fee will be set by the Company from time to time and will be limited to the Company's good faith estimate of its costs and expenses expected to be incurred in connection with investigating the qualifications of the proposed transferee, training the proposed transferee and the direct administrative costs of reviewing and effecting the transfer;

(d) unless already a Taco Bell franchisee, the proposed transferee shall have personally attended and satisfactorily completed the Company's tuition-free training program; and

(e) the proposed transferee shall have executed the Company's then current form of Franchise Agreement for a term equal to the remaining term of this Agreement but requiring no initial franchise fee and requiring no greater periodic franchise fee than the applicable fee set forth in Subsection 7.0(b) above;

except that the items described in clauses (c) and (d) above shall not be required with respect to a proposed transferee that is only to receive the benefits of a lien or security interest or borrowed money. Neither this Agreement nor any of the rights or interests conferred on the Franchisee hereunder shall be retained by the Franchisee as security for the payment of any obligation that may arise by reason of any such transfer.

13.1 It is acknowledged and agreed that a material part of the consideration for the Company's entering into this Agreement is the personal confidence reposed in the Franchisee, and no person shall succeed to any of the rights of the Franchisee under this Agreement by virtue of any voluntary or involuntary proceeding in foreclosure, bankruptcy, receivership, attachment, execution, assignment for the benefit of creditors or other legal process.

13.2 Except as expressly provided for herein, any attempt by the Franchisee to transfer any of its rights or interests under this Agreement shall constitute a material breach of this Agreement and the Company shall have the right to terminate this Agreement. The Company shall not be bound by any attempted sale, assignment, transfer, conveyance or encumbrance in any manner whatsoever, by law or otherwise, of any of the Franchisee's rights or interests under this Agreement.

13.3 If the Franchisee desires to conduct business in a corporate capacity, the Company will consent to the assignment of this Agreement to a corporation approved by the Company, provided that the Franchisee complies with the provisions hereinafter specified and any other condition which the Company may require, including restrictions on the number, identity and legal status of stockholders of the assignee corporation. Such assignee corporation shall be closely held and shall not engage in any business activity other than that directly related to the operation of TACO BELL RESTAURANTS franchised by the Company.

If the Franchisee's rights are assigned to a corporation, the individual Franchisee named herein or otherwise expressly designated in writing by the Company shall at all times be the legal and beneficial owner of at least 51% of the stock of the assignee corporation, and shall act as such corporation's principal officer; provided, however, subject to the express prior written consent of the Company, such stock may be held in trust by a trustee under a trust indenture, with each trustee and beneficiary of such trust personally guaranteeing all of the obligations of the Franchisee hereunder. Any issuance or transfer of stock in such corporation shall be treated for the purposes of this Agreement as a transfer of the Franchisee's rights under this Agreement requiring the Company's consent as provided herein. The Franchisee must prior to any issuance or transfer of any stock furnish the Company with a written notice containing the details of such proposed issuance or transfer in advance thereof. The Articles of Incorporation and the By-Laws of the assignee corporation shall reflect that the issuance and transfer of shares of stock are restricted, and all stock certificates shall bear the following legend, which shall be printed legibly and conspicuously on the face of each stock certificate:

"The transfer of this stock is subject to the terms and conditions of a franchise agreement with Taco Bell Franchisor, LLC and certain restrictions set forth in the charter and bylaws of this corporation, and no such transfer shall be valid unless Taco Bell Franchisor, LLC has consented thereto."

The Franchisee acknowledges that the purpose of the aforesaid restriction is to protect the Company's trademarks, service marks, trade secrets and operating procedures as well as the Company's general, high reputation and image, and is for the mutual benefit of the Company, the Franchisee and other franchisees of the Company. The Company shall not unreasonably restrict the issuance or transfer of shares of stock, provided that in no event shall any share of stock of such assignee corporation be sold, transferred or assigned to a business competitor of the Company.

13.4 The Franchisee shall at all times throughout the term of this Agreement have on file with the Company the name of a designated successor agent, approved by the Company, and authorized by the Franchisee to make, subject to and immediately upon the death or legal incapacity of the Franchisee (or if the Franchisee is not an individual, its designated agent), all operating decisions with respect to the Restaurant business (including but not limited to hiring and severance of employment, voting in the Local Association, purchasing, maintenance, etc.). Not less often than once each calendar year, the Franchisee shall confirm or change in writing such designated successor agent.

In the event of the death or legal incapacity of the Franchisee or, where the Franchisee is a corporation, any person owning the legal or beneficial interest in 10% or more of the outstanding stock of the Franchisee, the rights and obligations of the Franchisee or of such stockholder hereunder shall inure to the benefit of such of the executors, administrators, heirs, conservators or legatees of the Franchisee or such stockholder (collectively the "Legatee") as shall (i) elect, in a written notice received by the Company within one hundred twenty (120) days after the date of death, or the judicial determination of legal incapacity, to perform all of the duties and obligations required to be performed, fulfilled and observed by the Franchisee under this Agreement and (ii) be determined by the Company, in its good faith discretion, to be able to perform such duties and obligations. In the event the Company determines that the Legatee is not capable of performing all of the duties and obligations required to be performed by the Franchisee under this Agreement, the Legatee shall use best efforts within the six (6) months from the date of written notice from the Company to sell the subject interest hereunder to a bona fide purchaser in accordance with and subject to all of the provisions of this Section 13. If by the end of such six month period, the Legatee has not effectuated a transfer of such interest in a transaction which meets the requirements of this Section 13, the Company shall have the option to purchase the subject interest in the Restaurant and franchise at the fair market value thereof as determined in good faith through negotiation or, failing that, upon written demand of either party, by three appraisers, with the Company and the Legatee each

selecting one appraiser and the two appraisers so chosen selecting the third appraiser, with their cost to be shared equally between Legatee and the Company.

13.5 Notwithstanding anything contained in this Agreement to the contrary, if the Franchisee decides to transfer in any manner whatsoever, any interest in or under this Agreement, or any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement, or both, the Franchisee shall give at least ten (10) business days written notice thereof to the Company before disclosing his decision to any third party (including any prospective purchaser). The Franchisee shall at no time offer (or contract) to transfer any interest in or under this Agreement (or any interest in any of the Restaurant land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement) where the transfer would in any manner be tied to the transfer of any interest or obligation other than an interest in this Agreement or the ownership, possession, use or operation of the Restaurant or the assets or business pertaining thereto. In addition, the Company shall have a first right of refusal such that before consummation of a transfer to any third party, the Franchisee shall submit a copy of all such transfer documentation (signed by the parties, but expressly by its own terms subject to the Company's right of first refusal, together with all ancillary documentation provided to the third party for evaluation of the proposed transfer) to the Company at least thirty (30) days in advance of any proposed consummation or closing date for the Company's review and comparison with the offer previously submitted to it. In the event the consideration to the Franchisee under any such offer or contract with a third party is other than cash, the Company may at its election pay the reasonable equivalent in cash of such other consideration. The Company's right of first refusal shall be unrestricted and absolute; the Company shall in all cases have thirty (30) days to consider and act on each offer or any change in terms and conditions of offer; and, in all cases, the Company shall have not less than thirty (30) days after its acceptance of such offer to consummate the transaction. Nothing contained in this Subsection 13.5 shall in any way be deemed to impair the Company's discretion in considering, approving or disapproving any request to transfer any interest under this Agreement.

13.6 The Company has the right to assign all of its rights and privileges under this Agreement to any person or business entity. If the Company assigns this Agreement, the Franchisee expressly agrees that immediately upon and following such assignment, the Company no longer will have any obligation - - directly, indirectly or contingently - - to perform or fulfill any duties or obligations imposed upon the "Company" hereunder. Instead, all such duties and obligations will be performed solely by the Company's assignee, and the Franchisee agrees never to assert otherwise.

The Franchisee agrees and affirms that the Company may undertake a refinancing, recapitalization, or other economic or financial restructuring. The Franchisee expressly waives any and all claims, demands or damages arising from or related to such activities.

SECTION 14: TRADEMARKS

14.0 The Franchisee acknowledges the sole and exclusive right of the Company (except for rights granted under existing and future franchise and license agreements) to use the Trademarks in connection with the products and services to which they are or may be applied by the Company, and represents, warrants and agrees that neither during the Term of this Agreement nor after the expiration or other termination hereof, shall the Franchisee directly or indirectly contest or aid in contesting the validity, ownership or use of the Trademarks by the Company or take any action whatsoever in derogation of the rights claimed therein by the Company.

14.1 The license granted to the Franchisee under this Agreement to use the Trademarks is non-exclusive and the Company, in its sole and absolute discretion, has the right to grant other licenses in, to and under the Trademarks in addition to those licenses already granted, both within and outside the Restaurant trading area, and to develop and license other names and marks on any such terms and conditions as the Company deems appropriate.

14.2 The Franchisee understands and expressly acknowledges and agrees that the Company has the exclusive, unrestricted right to engage directly and indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, within the Restaurant trading area and elsewhere, in (a) the production, distribution and sale of food products and beverages (including, without limitation, tacos, taco shells, sauces and fillings, and other Mexican style food products) under the Trademarks licensed hereunder or other marks; and (b) the use, in connection with such production, distribution and sale, of any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by the Company, whether or not included in Appendix 1.

14.3 Except as expressly permitted by this Agreement and the Manual, the license granted under this Agreement does not include any right or authority of any kind whatsoever to pre-package or sell pre-packaged food products or beverages under the Trademarks.

14.4 Nothing contained in this Agreement shall be construed to vest in the Franchisee any right, title or interest in or to the Trademarks, the goodwill now or hereafter associated therewith, or any right in the design or any restaurant building, other than the rights and license expressly granted herein for the Term. Any and all use of the Trademarks as well as the goodwill associated with or identified by the Trademarks shall inure directly and exclusively to the benefit of the Company, including without limitation any goodwill resulting from operation and promotion of the Restaurant.

14.5 The Franchisee shall not use the Trademarks or refer to the Company or the System in connection with any statement or material, or do or fail to do anything else, which may, in the judgment of the Company, be in bad taste or inconsistent with the Company's public image, or tend to bring disparagement, ridicule or scorn upon the Company, the System, the products or services of the System, or the Trademarks or the goodwill associated therewith. The Franchisee, whether doing business as a proprietorship,

partnership, corporation or other entity, shall not adopt, use or register (by filing a certificate or articles of incorporation, a fictitious business name statement, or otherwise) any trade or business name, style or design which includes, abbreviates, or is similar to, any of the Company's trademarks, service marks, trade names, logos, insignia, slogans, emblems, symbols, designs or other identifying characteristics.

14.6 The Company shall have the right at any time and from time to time upon notice to the Franchisee to make additions to, deletions from, and changes in the Trademarks, or any of them, all of which additions, deletions and changes shall be as effective as if they were incorporated in this Agreement. All such additions, deletions and changes shall be made in good faith, on a reasonable basis and with a view toward the overall best interest of the Taco Bell System. The Company will use commercially reasonable efforts to protect and preserve the integrity and validity of the Trademarks, including the taking of actions deemed by the Company to be appropriate in the event of any apparent infringement of the Trademarks.

14.7 The Franchisee shall notify the Company promptly of any claims or charges of trademark infringement against the Company or the Franchisee, as well as any information the Franchisee may have of any suspected infringement of the Trademarks. The Franchisee shall take no action with regard to such matters without the prior written approval of the Company, but shall cooperate fully with the Company in any such action.

14.8 The Franchisee shall adopt and use the Trademarks only in the manner expressly approved by the Company from time to time during the Term.

SECTION 15: EXPIRATION AND TERMINATION

15.0 This Agreement shall immediately terminate without notice if a petition in bankruptcy, an arrangement for the benefit of creditors, a petition for reorganization is filed by or against the Franchisee, or if the Franchisee shall make any assignment for the benefit of creditors, or if a receiver or trustee is appointed for the Restaurant;

15.1 The Company shall have the right to terminate this Agreement immediately:

- (a) in the event of any breach or default under Subsections 4.1, 5.1, 9.0, 13.2, 13.5, or 14.0;
- (b) if the Franchisee for any reason loses its right to possession of the Restaurant premises;
- (c) if the Company discovers that the Franchisee has made any material misrepresentation or omitted any material fact in the information furnished by the Franchisee in connection with the grant of this Taco Bell franchise;
- (d) if the Franchisee (or any shareholder if the Franchisee is a corporation) is convicted of any felony or any crime involving moral turpitude.

Any default or breach by Franchisee, Franchisee's Affiliates, Franchisee's Owners, or Obligors of any agreement between the Company or the Company's Affiliates and Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors will be deemed a breach and default under this Agreement, and any breach or default of this Agreement by Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors will be deemed a breach of any other agreement between the Company or the Company's Affiliates and Franchisee, Franchisee's Affiliates, Franchisee's Owners or Obligors. If the nature of the default under any agreement would have permitted the Company or the Company's Affiliate to terminate this Agreement if the default had occurred under this Agreement, then the Company will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. For purposes of this Section 15, "Affiliates" means any persons or entities controlling, controlled by or under common control with another person or entity, "Owners" means any persons or entities who own or hold some interest or perform some role or function in Franchisee, and "Obligors" means Owners who are party to a relationship agreement among the Company, Franchisee and others.

If the Franchisee defaults in the performance or observance of any of its other obligations hereunder or under any other franchise agreement with the Company, and such default continues for a period of thirty (30) days after written notice to the Franchisee, the Company may at any time thereafter terminate this Agreement as well as any other such franchise agreement. A repetition within a one-year period of any default shall justify the Company in terminating this Agreement without allowance for any curative period. The foregoing provisions of this Subsection 15.1 are subject to the provisions of any statutes or regulations which may prohibit the Company from terminating this Agreement without good cause or without giving the Franchisee additional prior written notice of termination and opportunity to cure any default. In the event of any termination for failure of the Franchisee to successfully complete the Company's TACO BELL RESTAURANT operations training course pursuant to Subsection 4.1, the Company shall refund to the Franchisee the initial franchise fee payment referred to in Subsection 7.0(a), less any expenses incurred and damages sustained by the Company in connection with its performance hereunder prior to the date of such termination.

15.2 Upon the expiration or earlier termination of this Agreement for any reason, the Franchisee shall:

- (a) immediately discontinue the use of the System and Trademarks;
- (b) if the Restaurant premises are owned by the Franchisee or leased from a third party, upon demand by the Company, remove the Trademarks from all buildings, signs, fixtures and furnishings, remove and dispose of all proprietary smallwares

and equipment, including the production lines, in the manner specified by the Company, and alter and paint all buildings and other improvements maintained pursuant to this Agreement to a design and color which is basically different from any of the Company's authorized building designs and painting schedules.

If the Franchisee shall fail to make or cause to be made any such removal, alteration or repainting within thirty (30) days after written notice, then the Company shall have the right to enter upon the Restaurant premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal, alterations and repainting at the reasonable expense of the Franchisee, which expense the Franchisee shall pay the Company upon demand; and

(c) not thereafter use any trademark, trade name, service mark, logo, insignia, slogan, emblem, symbol, design or other identifying characteristic that is in any way associated with the Company or similar to those associated with the Company, or operate or do business under any name or in any manner that might tend to give the public the impression that the Franchisee is or was a licensee or franchisee of, or otherwise associated with, the Company.

15.3 In the event that either party initiates any legal proceeding to construe or enforce the terms, conditions and provisions of this Agreement, including its termination provisions, or to obtain damages or other relief to which either may be entitled by virtue of this Agreement, the prevailing party shall be paid its reasonable attorneys' fees and costs by the other party.

If the Franchisee refuses to comply with a notice of termination given by the Company and a court later upholds such termination of this Agreement, operation of the Restaurant by the Franchisee from and after the date of termination stated in such notice shall constitute trademark infringement by the Franchisee and the Franchisee shall be liable to the Company for damages resulting from such infringements in addition to any royalties paid or payable hereunder, including, without limitation, any profits of the Franchisee at the Restaurant level (without deduction from sales revenues for any compensation or charges payable to the Franchisee or any entity owned or controlled by the Franchisee), which profits in no event shall be calculated as less than ten percent (10%) of the Franchisee's Gross Sales. No such payment or obligation for payment shall in any way imply or be construed to imply or reflect any right of the Franchisee to operate the Restaurant after expiration or termination of this Agreement.

15.4 (a) In the event that the premises at which the Franchisee operates the Restaurant are owned by the Franchisee, then, upon termination of this Agreement, whether it is terminated by the Franchisee or by the Company, the Company shall have the option of immediately purchasing said premises from the Franchisee. If the Company elects to exercise that option, the purchase price to be paid by the Company to the Franchisee shall be the fair market value of the Restaurant land, buildings, furnishings, and equipment owned by the Franchisee. In the event that the parties are unable to agree as to such amount or any other terms of purchase within thirty (30) days following cessation of the Franchisee's operation of the licensed Restaurant at the premises, the amount or other terms of purchase as to which the parties are unable to agree shall be determined by three (3) appraisers, with each party selecting one appraiser and the two appraisers so chosen selecting the third appraiser. If appraisal occurs pursuant to this provision, following the announcement of the appraiser's decision the Company shall have thirty (30) days within which to elect whether or not to purchase the premises.

(b) In the event that the premises at which the Franchisee operates the Restaurant are leased by the Franchisee from a third party, such lease and any subsequent lease of those premises shall give the Franchisee the right to assign such lease to the Company. Upon termination of this Agreement, whether it is terminated by the Company or by the Franchisee, the Franchisee's rights and obligations under said lease shall, if the Company so elects, automatically be assigned to the Company. If the Company exercises this option, the Franchisee shall immediately vacate the premises, and the Company shall be entitled to take possession of said premises, including all fixtures and leasehold improvements. In such event the Company shall pay to Franchisee the fair market value of the interests owned by the Franchisee in the Restaurant's furnishings and equipment. Fair market value shall be determined in the same manner as set forth in the immediately preceding paragraph.

15.5 If this Agreement is terminated as a result of repudiation, default or other action by the Franchisee without material breach hereof by the Company, the Franchisee (in addition to any other remedy or right the Company may have) shall pay to the Company in lump sum as liquidated damages the greater of the amount of eleven percent (11%) times the Restaurant's Gross Sales (as defined in Subsection 7.2 above) for the twelve months immediately preceding termination of this Agreement or \$100,000.00. The parties hereby acknowledge and agree that the precise amount of the Company's actual damages in such event would be extremely difficult to ascertain and that the foregoing sum represents a reasonable estimate of such actual damages, based upon the approximate time it would take the Company to open another TACO BELL RESTAURANT in the vicinity. Such liquidated damages shall not apply if the Company exercises one of the options set forth in Subsection 15.4 above and either the Company or another Taco Bell franchisee continues operation of the Restaurant as a TACO BELL RESTAURANT following termination of this Agreement.

15.6 In the event that this Agreement is terminated prior to the end of the term set forth in Section 2 hereof as a result of condemnation proceedings or other action not within the control of the Franchisee or the Company, the Company shall use commercially reasonable efforts to assist the Franchisee in locating an alternative location for the Restaurant in the same area to be used for the balance of the Term upon the same terms and conditions as contained herein, and without the payment of any additional initial franchise fee. This provision shall not be construed to limit the Franchisee from receiving the full amount of any condemnation award or damages relating to the closing of the Restaurant.

15.7 The Franchisee acknowledges that termination and money damages alone are not an adequate remedy for any breach by the Franchisee of any provision of this Agreement, including continuing to operate the Restaurant or to use the Trademarks

following expiration or termination of this Agreement, each of which operation or use shall be deemed to inflict irreparable harm upon the Company for which there may be no adequate remedy at law. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by the Franchisee, including continuing to operate the Restaurant or to use the Trademarks following expiration or termination of this Agreement (each of which the Franchisee acknowledges shall constitute trademark infringement), the Company, in addition to all other remedies, shall have the right to immediately seek, obtain and enforce temporary and permanent injunctive relief prohibiting the breach, or to compel specific performance, without the need to post any bond or for any other undertaking, including without limitation proving the inadequacy of monetary damages or that due cause existed for the termination.

SECTION 16: MISCELLANEOUS

16.0 Waiver. The waiver by the Company of any breach or default, or series of breaches or defaults, of any term, covenant or condition herein or of any same or similar term, covenant or condition in any other agreement between the Company and any franchisee or licensee, shall not be deemed a waiver of any subsequent or continuing breach or default of the same or any other term, covenant or condition contained in this Agreement, or in any other agreement between the Company and any franchisee or licensee.

16.1 Cumulative Remedies. All rights and remedies of the Company shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. The rights and remedies of the Company shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release the Franchisee from any liability or obligation then accrued or any liability or obligation continuing beyond or arising out of the expiration or earlier termination of this Agreement.

16.2 Partial Invalidity. If any part of this Agreement shall for any reason be declared invalid, unenforceable or impaired in any way, the validity of the remaining portions shall not be affected thereby and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portions which might be declared invalid; provided, however, that in the event any part hereof relating to the payment of fees to the Company, or the ownership or preservation of the Trademarks, trade secrets or secret formulae licensed or disclosed hereunder is for any reason declared invalid or unenforceable, then the Company shall have the option of terminating this Agreement upon written notice to the Franchisee.

16.3 Choice of Law. The Franchisee acknowledges that the Company will grant numerous licenses throughout the United States on terms and conditions similar to those set forth in this Agreement and that it is of mutual benefit to the Franchisee and to the Company that these terms and conditions be uniformly interpreted. This Agreement; all relations between the parties; and, any and all disputes between Franchisee and Company, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York, and if Franchisee's franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity or similar law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.

16.4 Jurisdiction and Venue. With respect to any court proceeding between the Franchisee and the Company concerning the enforcement, construction or alleged breach or termination of this Agreement, the Franchisee hereby submits to the personal jurisdiction and venue of the federal and California state courts located in Orange County, California, for all such matters, and promises not to commence against the Company any court proceeding concerning such matters in any other courts.

16.5 Notices. Any notice from the Company that is required hereunder to be given in writing, and all notices from the Franchisee to be given hereunder, shall be in writing and shall be deemed given when first tendered or received, whether in person, through United States mail or through reputable private delivery service, during normal business hours for the locale of the addressee at the appropriate address set forth below, or such other address as one party may hereafter provide to the other with not less than three (3) days' notice.

THE COMPANY: TACO BELL FRANCHISOR, LLC
 1 Glen Bell Way
 Irvine, California 92618
 Attn: General Counsel

THE FRANCHISEE: _____
 name _____
 address _____
 city state zip _____

16.6 Terms and Headings. Whenever any word is used in this Agreement in one gender, it shall also be construed as being used in the other genders, and singular usage shall include the plural and vice versa, all as the context shall reasonably require. The headings inserted in this Agreement are for reference purposes only and shall not affect the construction of this Agreement or limit the generality of any of its provisions.

16.7 Compliance with Laws. The Franchisee shall at its own cost and expense, promptly comply with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and offices thereof. Without limiting the generality of the foregoing, the Franchisee shall abide by all applicable rules and regulations of any Public Health Department having jurisdiction over the Restaurant.

16.8 Lease of Land and Building. In the event that the parties have executed a lease of land or building relating to the premises described in Subsection 1.0 (the "Lease"), such Lease is hereby incorporated in this Agreement by reference, and any failure on the part of the Franchisee (lessee therein) to perform, fulfill or observe any of the covenants, conditions or agreements contained therein shall constitute a material breach of this Agreement. It is expressly understood, acknowledged and agreed by the Franchisee that any termination of the Lease resulting in the Franchisee's loss of possession of the Restaurant shall result in immediate termination of this Agreement without further notice.

16.9 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties and supersede and cancel any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof. Nothing in the preceding sentence, however, is intended to disclaim the representations the company made in the franchise disclosure document that the company has provided to the Franchisee. THE FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS FRANCHISE AGREEMENT AS A RESULT OF ITS OWN INDEPENDENT INVESTIGATION AND AFTER CONSULTATION WITH ITS OWN ATTORNEY, AND NOT AS A RESULT OF ANY REPRESENTATIONS OF THE COMPANY, ITS AGENTS, OFFICERS OR EMPLOYEES, EXCEPT AS CONTAINED HEREIN AND IN THE COMPANY'S FRANCHISE DISCLOSURE DOCUMENT.

16.10 Amendment or Modification. Except as expressly authorized herein, no amendment or modification of this Agreement shall be binding unless executed in writing by both the Company and the Franchisee.

IN WITNESS WHEREOF, the parties personally or through their duly authorized signatories have executed this Agreement in duplicate on the day and year written below.

TACO BELL FRANCHISOR, LLC

By _____
Its _____

Date: _____

FRANCHISEE

Name _____ Date _____

Name _____ Date _____

APPENDIX 1
TRADEMARKS

The Company has registered with the United States Patent and Trademark Office the following active trademarks:

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|------------------------|-------------------------|
| Taco Bell (Class 42) | 820,073 | 12/06/66 |
| Taco Bell within Tumbling Blocks (Class 42) | 856,207 | 09/03/68 |
| Taco Bell (Class 30) | 879,582 | 10/28/69 |
| Burrito Supreme (Class 29) | 1,050,189 | 10/12/76 |
| Bell Design No. 2 (Class 42) | 1,322,737 | 02/26/85 |
| Taco Bell and Bell Design No. 2 in 1984 Logo (Class 43) | 1,322,738 | 02/26/85 |
| Taco Bell in 1984 Logo Distinctive Lettering (Class 42) | 1,322,739 | 02/26/85 |
| Bell Design No. 2 in color (Class 42) | 1,330,236 | 04/09/85 |
| Soft Taco Supreme (Class 30) | 1,551,516 | 08/08/89 |
| MexiMelt (Class 30) | 1,528,496 | 03/07/89 |
| The Bell (Class 42) | 1,765,386 | 04/13/93 |
| Taco Bell (Class 30) | 1,874,786 | 01/17/95 |
| Taco Supreme (Class 30) | 1,920,011 | 09/19/95 |
| Taco Bell (Class 42) | 1,924,335 | 10/03/95 |
| Bell Design No. 6 (Class 42) | 2,006,124 | 10/08/96 |
| Double Decker (Class 30) | 2,090,212 | 08/19/97 |
| Taco Bell and Bell Design No. 6 Logo No. 2 (Class 42) | 2,105,501 | 10/14/97 |
| Taco Bell and Bell Design No. 6 Logo No. 1 (Class 29) | 2,105,502 | 10/14/97 |
| Taco Bell (Class 30) | 2,114,014 | 11/18/97 |
| Gordita Baja (Class 30) | 2,470,151 | 01/17/01 |
| Taco Bell and Design No. 7 (in color) (Class 30, 43) | 2,816,454 | 02/24/04 |
| Double Decker (Class 30) | 2,860,026 | 06/07/04 |
| Think Outside The Bun with Taco Bell and Bell Design No. 7 (Class 30, 43) | 3,020,103 | 11/29/05 |
| Think Outside The Bun (Class 30, 43) | 3,020,149 | 11/29/05 |
| Crunchwrap Supreme (Class 30) | 3,102,200 | 06/06/06 |
| Crunchwrap (Class 30) | 3,108,135 | 06/20/06 |
| Taco Bell (in color) (Class 43) | 3,501,311 | 09/16/08 |
| Taco Bell (Class 36) | 3,676,436 | 03/05/09 |
| Bell Design No. 6 (in color) (Class 43) | 3,629,938 | 06/02/09 |
| Feed the Beat (Class 35,41) | 3,735,825 | 01/12/10 |
| Bong (Sound Mark) (Class 43) | 3,736,968 | 01/12/10 |
| Taco Bell & Bell Design No. 7 (Class 9) | 4,102,936 | 02/21/12 |
| Happier Hour (Class 32) | 4,238,926 | 02/21/12 |
| GCTB (Class 9, 35) | 4,176,296 | 07/17/12 |
| Live Más (Class 43) | 4,243,633 | 11/13/12 |
| Bell Design with Mission Window (Class 43) | 4,295,975 | 02/26/13 |
| Taco Bell & Bell Design #7 with Live Más Horizontal (Class 43) | 4,382,469 | 08/13/13 |
| Loaded Grillers (Class 30) | 4,468,046 | 01/14/14 |
| \$1 Cravings Menu (Class 43) | 4,465,403 | 01/14/14 |
| Happier Hour (Class 32) | 4,651,267 | 12/09/14 |
| Bell Design No. 6 (Class 43) | 4,682,267 | 02/03/15 |
| Dollar Cravings Menu (Class 43) | 4,764,861 | 06/30/15 |
| Taco Bell (Class 29, 30, 32 & 43) | 4,780,421 | 07/28/15 |
| Taco Bell and Bell Design No. 7 (in Color) (Class 43) | 4,873,041 | 12/22/15 |
| Cantina Power Menu (Class 43) | 4,909,527 | 03/01/16 |
| Taco Bell and Bell Design #7 with LIVE MÁS Vertical (Class 43) | 4,923,059 | 03/22/16 |
| TA.CO with Mission Window Design | 4,964,550 | 05/24/16 |
| Quesalupa (Class 30) | 5,037,135 | 09/06/16 |
| Wake Up Live Más with Taco Bell & Bell Design No. 6 Version 2 (Class 43) | 5,068,972 | 10/25/16 |

| | | |
|---|-----------|------------|
| Taco Bell Explore (Class 35) | 5,073,835 | 11/01/16 |
| Live Más (with accent over "A") (Class 25) | 5,146,760 | 02/21/17 |
| Your Dream On Our Dime (Class 36) | 5,128,967 | 08/11/17 |
| Taco Bell Cantina (Logo) (Class 43) | 5,365,441 | 12/26/17 |
| Nachos BellGrande (Class 30) | 5,437,137 | 04/03/18 |
| TACO BELL & Bell Design No. 8 in color (Class 43) | 5,592,983 | 10/30/18 |
| Crunchwrap (Class 30) | 5,961,689 | 01/14/2020 |
| Steal A Base, Steal A Taco (Class 41) | 6,029,220 | 04/07/2020 |
| Taco Bell (Class 9) | 6,051,763 | 05/12/2020 |
| Triplelupa (Class 30) | 6,092,678 | 06/30/2020 |
| Whip Freeze stylized (Class 32) | 6,176,985 | 10/13/2020 |
| Cravings Pack (Class 30) | 6,245,606 | 01/12/2021 |

There are also trademarks that have been applied for by the Company but have not yet been registered. Those marks are as follows:

| <u>Mark</u> | <u>Application No</u> | <u>Application Date</u> |
|---|-----------------------|-------------------------|
| Taco Bell Supreme (Class 9,35) | 88486142 | 06/24/19 |
| Taco Bell Supreme Logo (Class 9,35) | 88486262 | 06/24/19 |
| Fourthmeal | 88493414 | 06/28/19 |
| Popperpeño (class 29,30) | 88601870 | 09/03/19 |
| Steak Firecracker Fries (Class 29) | 88656080 | 10/16/19 |
| Crispy Tortilla Cheese Popper (Class 29) | 88693971 | 11/15/19 |
| Live Más (Class 30,32) | 88802901 | 02/19/2020 |
| Taco Bell (Class 3, 9, 14, 16, 18, 20, 21, 25, 26 & 28) | 900000049 | 06/13/2020 |
| Taco Night (Class 29) | 90020989 | 06/25/2020 |
| Veggie Mode (Class 30) | 90022512 | 06/26/2020 |
| Go Mobile (Class 9, 29, 30 & 43) | 90144967 | 08/28/2020 |
| Cantina & Bell Design logo #8 (Class 29, 30 & 43) | 90222457 | 09/30/2020 |
| Bell Stop (Class 43) | 90257847 | 10/15/2020 |
| Taco Bell (Class 18, 21, 25, 26 & 28) | 90281307 | 10/27/2020 |

Updated 01/29/21

EXHIBIT "C"

BILL OF SALE

WHEREAS, pursuant to an Agreement for Purchase and Sale of Certain Assets and Franchises dated as of _____, 20____, (the "Agreement") among _____ a _____ ("Seller"), and _____, a _____ ("Purchaser"), and _____, Seller has agreed to sell, assign, transfer, convey and deliver to Purchaser all right, title and interest of Seller in certain assets, properties and rights used or available for use by Seller in its ownership and operation of the Taco Bell Restaurants described in Exhibit "A" of the Agreement (the "Restaurants") as the same exist at the close of business on _____, 20____ (the "Closing Date") for consideration in accordance with the Agreement.

I. NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS THAT Seller for good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the Agreement, does hereby sell, assign, transfer, convey and deliver unto Purchaser all right, title and interest of Seller in and to the following items listed below (the "Operations Assets"):

- i. Inventory of food and paper products ("Inventory");
- ii. Uniforms and supplies ("Supplies");
- iii. Furniture, fixtures, equipment and other personal property items located at (and used to operate) the Restaurants ("Equipment"); and
- iv. Operating cash in the cash registers at the Restaurants at close of business on the

Closing Date.

TO HAVE AND TO HOLD all said Operations Assets, properties and rights unto Purchaser and its successors and assigns forever.

II. Seller hereby represents and warrants that title to the acquired Operations Assets is free and clear and unencumbered except as indicated in Section III hereinbelow, and Seller undertakes to defend such title as vested by reason of this sale in Purchaser and Purchaser's successors and assigns against any and all claims whatsoever the successful assertion of which would constitute a breach of Seller's covenants, representations or warranties set forth in the Agreement, so long as such claim is served on Seller within one year from this date. Except for the representations and warranties expressly set forth herein, none of the Operations Assets, properties or rights conveyed hereby is conveyed with any warranty, express or implied, whether as to title, merchantability, condition, utility or fitness for any particular purpose whatsoever.

III. This Bill of Sale is given subject to the following Restrictive Covenants.

Financing Restrictions. During the three (3) year period following the Closing Date, Purchaser shall not pledge all or substantially all of the Operations Assets (as used herein, the "Offered Assets") herein conveyed as security under any subsequent financing or refinancing or restructuring of the debt created at the time the transfer from Seller to Purchaser, without the prior written consent and approval of Seller, which Seller may withhold in its sole and absolute discretion, which approval shall be subject to certain terms and conditions and requirements of Seller as provided in the Agreement.

Resale and Sale-Leaseback Restriction. During the five (5) year period following the Closing Date, without the prior written consent of Seller, which consent may be withheld by Seller in Seller's sole and absolute discretion, Purchaser (or the successor in interest to Purchaser, if any) will not (A) transfer Offered Assets to any person or entity, or (B) permit the direct or indirect transfer of any interest in the Offered Assets (e.g. by transfer of ownership

interests in Purchaser, or any affiliate of the Purchaser that owns an interest (directly or indirectly) in the Offered Assets), or (C) engage in any Sale-Leaseback Transaction (as that term is defined in the Agreement) with respect to the Offered Assets.

Right of First Offer. Purchaser further agrees and covenants that during the five (5) year period from and after the Closing Date, if Purchaser (or the successor in interest to Purchaser, if any) intends to sell or otherwise transfer of any or all of the Offered Assets (a "Resale"), Purchaser must offer in writing to sell to Seller the Offered Assets at the same (allocated) price paid by Purchaser as provided in the Agreement without any adjustment before proposing any sale or transfer of any or all of the Offered Assets to any third-party or affiliate of Purchaser (the "Right of First Offer"). Seller shall have a commercially reasonable period of time, not to exceed thirty (30) days, to evaluate such offer and inspect the same and to either elect to purchase such Offered Assets or waive such Right of First Offer in writing. If Seller fails to exercise such right to purchase such Offered Assets as identified in writing from Purchaser within said thirty (30) days, Purchaser may proceed to sell such Offered Assets to a third-party but at a sale price not less than that as contained in the notice and offer to sell provided to Seller. Further, any waiver or election by Seller not to exercise such right to purchase such Offered Assets shall not waive, nor be deemed to be a waiver of, Seller's rights hereunder which shall continue through said five (5) year period with respect to any subsequent offers to sell any of the Offered Assets.

If Seller does not exercise its right to purchase the Offered Assets and Purchaser proceeds to sell the Offered Assets at any time during the five (5) year period from and after the Closing Date to any third-party in a bona fide transfer for at least full fair market value, Purchaser (or the successor in interest to Purchaser at such time) shall pay to Seller an amount equal to one-half ($\frac{1}{2}$) of the difference between the Resale purchase price for such Offered Assets and the Purchase Price allocated to such Offered Assets as identified in the Agreement.

All capitalized words herein not specifically defined shall have the meanings attributed to them in the Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the Closing Date.

SELLER:

a _____

By: _____

Name: _____

Its: _____

EXHIBIT "D"

GENERAL RELEASE

This General Release ("this Release") is made effective _____, ____, by the undersigned _____, a _____ corporation, ("Purchaser") and _____, _____ and _____ ("Member/Shareholder").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Shareholder hereby waive, release, and forever discharge Taco Bell Franchisor, LLC, a Delaware limited liability company, and its officers, directors, employees, agents, attorneys and representatives, as well as parent corporations, subsidiaries, affiliates and any other legal entities which it owns or controls, individually or jointly, from any and all claims, demands, liabilities or causes of action in law or in equity of whatsoever nature arising prior to and including the date hereof, known or unknown, suspected or unsuspected, which Purchaser and Shareholder now have or may hereafter have by reason of any act, omission, event, deed or course of action having taken place, or which should have taken place, or on account of, arising out of, or related to any franchise or lease agreement or any other agreement between Purchaser and Shareholder or any of them and the released party or parties, except for any breach of that certain Agreement for Purchase and Sale of Certain Assets and Franchises dated _____, 20____, and except as prohibited by law, including claims arising from representations in Taco Bell Franchisor, LLC's Franchise Disclosure Document, and any exhibits or amendments thereto.

It is expressly acknowledged by each of the undersigned that any and all rights granted under Section 1542 of the California Civil Code and any similar laws of other states are hereby expressly waived. Such statute reads as follows:

"Section 1542.

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

THIS SPACE INTENTIONALLY LEFT BLANK-SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF each of the parties either personally or through its duly authorized signatory, as applicable, has executed this Release effective as of the day first written above.

PURCHASER

a _____ corporation

By: _____

Name: _____

Its: _____

MEMBER/SHAREHOLDERS

Name: _____

EXHIBIT "E"

FORM OF OPINION LETTER

_____, 20__

1 Glen Bell Way
Irvine, CA 92618

Re: Purchase of Taco Bell Unit Nos. _____

Ladies and Gentlemen:

I am an attorney with _____ and have provided counsel in connection with the transaction contemplated by the Agreement for Purchase and Sale of Certain Assets and Franchises dated as of _____, 20__ (the "Purchase Agreement"), entered into among _____, a _____ ("Seller"), _____, a _____ corporation ("Purchaser") and _____ (collectively, ["Shareholders" or "Members"])

In connection with my representation of the Purchaser and Shareholders, I have reviewed copies, identified to my satisfaction, of the Purchase Agreement and such other documents, certificates, instruments and agreements as in my judgment are necessary and appropriate to enable me to render this opinion. In addition, I have examined such other documents as I deem relevant for rendering this opinion, and I have conducted such other inquiries and examinations as I deem necessary and appropriate for rendering this opinion.

Based on the foregoing, I am of the opinion that:

- (A) Purchaser is a [corporation or limited liability company] duly formed, validly existing in good standing as a [corporation or limited liability company] authorized to do business in the State of _____, has full power and authority to carry out and consummate all transactions contemplated by the Purchase Agreement and has duly authorized the taking of any and all actions necessary to carry out and consummate the transactions contemplated to be performed on its part by the Purchase Agreement.
- (B) The Purchase Agreement and such other documents executed by Purchaser and [Shareholders or Members] in connection with this transaction (the "Purchase Documents") constitute the legal, valid and binding obligations of Purchaser and [Shareholders or Members], enforceable against Purchaser and [Shareholders or Members] in accordance with their respective terms.
- (C) No consent, approval, order, authorization, registration, declaration or designation of or filing with any governmental authority is required in connection with the authorization, execution, delivery or performance by Purchaser or any [Shareholder or Member] of the Purchase Documents.
- (D) There are no suits, actions, proceedings or investigations pending or, to the best of my knowledge, threatened against or involving Purchaser or any [Shareholder or Member], before any court, arbitrator or administrative or governmental body which could adversely affect Purchaser's or [Shareholders' or Members'] ability to perform their respective obligations under the Purchase Documents or which might reasonably result in any claim, lien or attachment against the purchase funds to be delivered by Purchaser to Seller at Closing.

- (E) Neither Purchaser nor any [Shareholder or Member] is, and the execution, delivery and performance of the Purchase Agreement and the documents, instruments and agreements provided for therein, will not result, in a breach of or default under: (i) any other document, instrument or agreement to which Purchaser or any [Shareholder or Member] is a party or by which Purchaser, any [Shareholder or Member] or any of their respective property is subject or bound; or (ii) any law, statute, ordinance, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or any determination or award of any arbitrator, by which Purchaser, any [Shareholder or Member], or any of their respective property is subject or bound.

My opinion set forth above is limited to the laws of the State of _____ and to federal law of the United States of America.

This Opinion of Counsel is being delivered to you pursuant to the Purchase Agreement and should not be relied upon by any third party.

Very truly yours,

EXHIBIT "F"

ASSIGNMENT AND ASSUMPTION OF LEASE

This instrument prepared by:
[BRAND AND ADDRESS]

Upon recordation return to:
[TITLE COMPANY]

Order No.:

Escrow No.:

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

Re: Store # _____

ASSIGNMENT AND ASSUMPTION OF LEASE FOR STORE # _____

This Assignment and Assumption of Lease (this "Agreement") is made and entered into as of _____, 20__ by and between [ASSIGNOR], a Delaware [corporation]/[limited liability company] ("Assignor"), and [PURCHASER] a [Delaware] [corporation/limited liability company] ("Assignee"). This Agreement is being entered into in connection with that certain Asset Purchase Agreement dated _____, 20__ (the "Asset Purchase Agreement"), by and among Assignor, Assignee and [OTHER PARTIES TO APA]. This Agreement shall become effective on _____, 20__ (the "Effective Date").

RECITALS

WHEREAS, pursuant to a lease dated [DATE] (the "Lease"), [LANDLORD] ("Landlord") leased to Assignor certain real property together with any leasehold improvements and fixtures located thereon generally known as Taco Bell Store #_____, located at [ADDRESS] and more particularly described in the Lease and on **Exhibit A** hereto (the "Premises"); and

[WHEREAS, the Lease is evidenced in the public records by a Memorandum of Lease]; and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to assume from Assignor all of Assignor's rights, title, interest and liabilities in, to and under the Lease.

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Subject to the terms of this Agreement and as of the Effective Date, Assignor hereby grants, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's rights, title, interest and liabilities in, to and under the Lease.

2. **Assumption.** Subject to the terms of this Agreement and as of the Effective Date, Assignee hereby assumes all of Assignor's rights, title, interest and liabilities in, to and under the Lease and becomes liable for the full and timely performance of all obligations, liabilities and covenants arising under the Lease, as the Lease may be amended after the Effective Date. Assignee accepts the Premises in "as is" condition.

3. **Covenants of Assignee.** Assignee covenants and agrees that until Assignor is fully and finally released from all obligations under the Lease:

A. Assignee shall not assign, sublease or otherwise transfer any of its right, title or interest in the Lease to any other person or entity without Assignor's prior written consent, which consent may be withheld in Assignor's sole discretion.

B. Assignee shall not amend, extend, exercise any option or modify any term or condition of the Lease, without the prior written consent of Assignor, which consent may be withheld in Assignor's sole discretion.

C. Assignee shall indemnify, defend and hold harmless Assignor and its Affiliates (as defined in the Asset Purchase Agreement), subsidiaries, employees, officers, directors, and agents from and against any and all claims and liabilities arising from matters relating to the Lease or the Premises after the Effective Date.

D. Notwithstanding any provision in the Lease to the contrary, Assignee shall use the Premises solely as permitted under the applicable Franchise Agreement(s) (as defined in the Asset Purchase Agreement).

4. **Terms of the Asset Purchase Agreement.** The representations, warranties, covenants, indemnities and agreements of Assignee contained in the Asset Purchase Agreement are incorporated herein by this reference. Such representations, warranties, covenants, indemnities and agreements shall not be superseded but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. **Default Under the Terms of this Agreement.** In the event of a default under the terms of this Agreement, Assignor may, in its sole discretion, without waiving such default, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, declare the Assignee's right, title and interest in, to and under the Lease and the Premises to be terminated, effective immediately upon delivery of notice to Assignee from Taco Bell Franchisor, LLC, a Delaware limited liability company, which is the franchisor and Assignor's affiliate. Upon delivery of such notice, all rights of Assignee under the Lease and this Agreement shall cease, and Assignor shall be entitled to immediate possession of the Premises and all books, records and accounts relating thereto and to exclude Assignee and its agents and employees therefrom, without liability for trespass or damages. Assignor may thereafter manage, operate or lease the Premises on such terms and for such period of time as Assignor may deem proper and consistent with the terms of the Lease. If Assignee does not vacate the Premises upon receipt of such notice, Assignee's status in respect to the Premises shall be that of a trespasser, and Assignor shall have the rights available to a lessor to evict and remove Assignee from the Premises and to collect damages in respect of the trespass. The receipt by Assignee of notice from Assignor shall not, however, relieve Assignee of its obligation under Section 2 hereof to assume the liabilities and obligations of Assignor under the Lease affected by this Agreement and to indemnify Assignor and its Affiliates, subsidiaries, employees, officers, directors, and agents in respect to such liabilities and obligations.

6. **Bankruptcy, Foreclosure or Receivership.** Assignor, in its sole discretion, may, without penalty or fee, immediately terminate this Agreement and all of Assignee's rights, title and interest in, to and

under the Lease in the event (1) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of Assignee or its parent company or either of their respective debts, or of a substantial part of either of their respective assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Assignee or its parent company or for a substantial part of either of their respective assets or (2) Assignee or its parent company shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law or (ii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for itself or for a substantial part of either of their assets or (iii) make a general assignment for the benefit of creditors.

7. Governing Law. This Agreement shall in all respects be deemed to be made under, construed in accordance with and governed by, the substantive laws of the [COMMONWEALTH OF KENTUCKY], without regard to conflicts of law provisions thereof.

8. Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. Nothing contained in this Agreement shall be deemed to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, claims, causes of action or obligations under, or by reason of this Agreement.

9. Execution in Counterparts. This Agreement may be executed in any number of counterparts; each such counterpart, when executed by all parties, shall be deemed to constitute one and the same instrument and shall be deemed an original hereof. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

10. Integrated Transaction. Notwithstanding any provision in this Agreement or in any other agreement between them, Assignor and Assignee severally and collectively intend, acknowledge and agree that this Agreement and the Lease, on the one hand, and the Asset Purchase Agreement and the Franchise Agreement(s) (as defined in the Asset Purchase Agreement), on the other hand (collectively, the "Integrated Agreements") do and shall be deemed to constitute one single, integrated transaction and agreement and they shall not be severed or severable from one another or for any purpose. The parties intend and agree as aforesaid notwithstanding the fact that: (i) the Integrated Agreements may be executed at different times by different parties; (ii) different consideration may be apportioned among the Integrated Agreements; (iii) the Integrated Agreements may provide that they are assignable; and (iv) the Integrated Agreements may have terms or durations of varying lengths. Assignee acknowledges and agrees that Assignor would not have entered into this Agreement absent Purchasers' execution of and performance under all of the Integrated Agreements.

THIS SPACE INTENTIONALLY LEFT BLANK-SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

[ASSIGNOR],
a Delaware [limited liability company][corporation]

By: _____
Name: _____
Title: _____

State of Kentucky)
)
) SS
County of Jefferson)

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of [ASSIGNOR], a Delaware [limited liability company][corporation], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

SEAL

Notary Public
Printed Name: _____
My Commission Expires: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

State of _____)
County of _____) SS

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

SEAL

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT "G"

FORM OF DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into on _____ (the "Effective Date"), by and among _____ ("Franchisee") and Taco Bell Franchisor, LLC, a Delaware limited liability company ("Taco Bell").

WHEREAS, Franchisee has entered into an Agreement for the Purchase and Sale of Certain Assets and Franchises dated _____ ("Purchase Agreement") with Taco Bell pursuant to which Franchisee has agreed to purchase the Taco Bell restaurants listed on Exhibit A attached thereto ("Purchased Restaurants").

WHEREAS, upon signing of the Purchase Agreement, Taco Bell and Franchisee also entered into separate Taco Bell Franchise Agreements for each of the Purchased Restaurants.

WHEREAS, the parties have identified one or more territories ("Development Territory") as further defined in Section 3 below, that Taco Bell and Franchisee agree have potential for development of one or more Taco Bell Restaurants (each, a "New Restaurant") as further defined in Section 3 below.

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Taco Bell for each New Restaurant within the Development Territory within the time frames set forth in the Development Schedule, as further defined in Section 3 below.

WHEREAS, Taco Bell, subject to the terms and conditions of this Agreement, is willing to enter into a Franchise Agreement with Franchisee for each New Restaurant within the Development Territory within the time frames set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, in the Franchise Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Taco Bell and Franchisee agree as follows:

1. RECITALS. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
2. TERM. The term ("Term") of this Agreement shall begin on the Effective Date and, except pertaining to Section 8, shall end [insert end date of last Time Period] (the "Expiration Date"), although as specifically provided herein, certain rights may expire or may be terminated earlier.
3. DEFINITIONS. The following capitalized terms shall have the following meanings for the purpose of this Agreement:
 - A. "Acquired Restaurants" shall mean and refer to Taco Bell Restaurants (including multi-brand restaurants) that are purchased by Franchisee from Taco Bell, an affiliate of Taco Bell, or from another franchisee.
 - B. "Cumulative Net New Restaurants" means the number of New Restaurants that Franchisee opens to the public in the specified time period set forth on the attached Schedule "A" (each a "Time Period") minus the number of Taco Bell Restaurants that Franchisee permanently closes during the same Time Period. Cumulative Net New Restaurants do not include (i) Taco Bell Restaurants that are open before the beginning of the specified Time Period; or (ii) Taco Bell Restaurants that are opened after the end of the specified Time Period.
 - C. "Development Schedule" shall mean and refer only to the Cumulative Net New Restaurants development schedule set forth in Schedule "A" attached hereto.

- D. "Development Territory" shall mean and refer only to the territories identified on Schedule "B" attached hereto.
 - E. "Franchise Agreement" shall mean and refer to the then-current franchise agreement form that Taco Bell issues for its traditional Restaurants or the then-current license agreement form that Taco Bell issues for its non-traditional or "Express" Restaurants, as is appropriate.
 - F. "New Restaurant" shall mean and refer only to a then-currently approved design of a freestanding or inline Taco Bell prototype restaurant. For purposes of this Agreement and the Development Schedule, a New Restaurant shall not include any of the following: (i) Multi-Brand Units; (ii) Taco Bell restaurants which, according to Taco Bell's Successor Policy, are Successor Units to existing restaurants; (iii) any Taco Bell restaurant for which Franchisee receives any type of financial or other type of incentive; (iv) Acquired Restaurants.
4. APPROVAL AND QUALIFICATION OF SITES. Each New Restaurant to be developed hereunder shall be subject to Taco Bell's prior express written approval in accordance with Taco Bell's then-current standard procedures for site approval and will be operated pursuant to a Franchise Agreement on Taco Bell's then current standard form for new, free-standing or inline restaurants, as applicable, to be issued to Franchisee prior to opening the New Restaurant. Moreover, except as expressly provided herein to the contrary, Franchisee and Taco Bell shall operate in accordance with standard procedures for development within the Taco Bell System as promulgated by Taco Bell from time to time and Franchisee agrees to abide by and faithfully adhere to the terms of each Franchise Agreement for each New Restaurant.
5. TIME IS OF THE ESSENCE. Franchisee's timely performance of its obligations under this Agreement is of material importance and is of the essence to this Agreement.
6. NO EXCLUSIVITY. There is no exclusivity granted to Franchisee by this Agreement. Taco Bell expressly reserves for its own use and the use of others, including but not limited to other current and prospective franchisees, all rights to use and develop any Taco Bell restaurants. Such reservation of rights includes the right to use, develop and/or transfer any Taco Bell restaurant and other operations, products, services, methods and points of distribution of any and all sorts. Franchisee's rights granted in this Agreement are expressly made subject to the existing rights of third parties, including but not limited to existing approvals and pending applications, to successor franchises (including but not limited to offsets) for existing and approved locations, and to currently approved Taco Bell operated locations.
7. DEVELOPMENT SCHEDULE, RIGHTS AND OBLIGATIONS. Subject to the terms and conditions herein and further subject to Franchisee remaining financially and operationally approved for growth by Taco Bell, for so long as this Agreement is in effect and Franchisee is not in default under the terms of this Agreement, any Taco Bell Franchise Agreement, or any other agreement with Taco Bell, Franchisee will have the right and obligation to execute a Franchise Agreement for and commence operations of a New Restaurant within the Development Territory according to the Development Schedule, the exact locations of each New Restaurant within the Development Territory to be subject to Taco Bell's express written approval.

A Cumulative Net New Restaurant will be considered timely "Developed" within the specified Time Period if: (i) the Cumulative Net New Restaurant is within the Development Territory; (ii) is opened within the specified Time Period designated on the Development Schedule attached hereto as Schedule "A;" (iii) the Franchise Agreement has been signed by Franchisee and Taco Bell; (iv) the initial franchise fee has been paid; and (v) the Cumulative Net New Restaurant has commenced operations in accordance with the Franchise Agreement governing such New Restaurant. Franchisee agrees to use its commercially reasonable efforts and to take all steps and actions reasonably necessary to fully and timely satisfy its development obligation (the "Cumulative Net New Restaurants Development Obligation"). Failure to meet any deadline set out in Schedule "A" shall cause the

monetary sums set forth in paragraph 8 to be due and payable to Taco Bell immediately and without demand.

8. CUMULATIVE NET NEW RESTAURANTS DEVELOPMENT OBLIGATION DEVELOPMENT FEE.

- A. In consideration of Taco Bell's execution of this Agreement, Franchisee agrees to pay Taco Bell a development fee calculated by multiplying the aggregate number of New Restaurants which Franchisee is required to develop and operate hereunder by the sum of \$45,000 ("Development Fee"). The Development Fee is payable in full when Franchisee signs this Agreement and will be fully earned when paid. Taco Bell will not refund the Development Fee in whole or in part, under any circumstance. Taco Bell will credit the portion of the Development Fee attributable to a New Restaurant – that is, \$45,000 – against the initial fee for such New Restaurant so long as such New Restaurant is opened within the applicable Development Territory during the Term.
- B. For each Cumulative Net New Restaurant that is not developed on or before the Opening Date, Franchisee agrees to pay to Taco Bell \$4,231 ("Period Sum") for each four or five week accounting period of Taco Bell's pertinent financial calendar ("Accounting Period") starting on the Opening Date. ("Opening Date" as used herein means the last day of the Time Period in which the New Restaurant is to be opened.) Each payment of a Period Sum shall be made by Franchisee within seven (7) days after the last day of that Accounting Period to which it applies. For each New Restaurant not opened on or before the Opening Date, the Period Sum shall be paid by Franchisee until the earlier of i) the date that the New Restaurant actually opens in such Development Territory or ii) 10 years after the Opening Date. For each New Restaurant opened in the middle of an Accounting Period, Franchisee shall pay a pro-rated Period Sum for that portion of the Accounting Period occurring after the New Restaurant's opening. Franchisee shall not be entitled to a reimbursement of any amount paid as a Period Sum.

Franchisee and Taco Bell agree that Taco Bell would be significantly damaged if Franchisee fails to timely and fully meet its Cumulative Net New Restaurants Development Obligation. Franchisee and Taco Bell also agree that measuring the precise amount of this damage would be very difficult and costly. Franchisee and Taco Bell agree that the Period Sum is a fair and reasonable approximation of what Taco Bell's damage would be.

9. FAILURE TO COMPLY WITH CONDITIONS.

- A. If Franchisee fails to:
 - i) meet Taco Bell's financial and operational criteria for development in accordance with Taco Bell's then-current policies, procedures and standards; or
 - ii) remain in good standing as a Taco Bell franchisee, as determined by Taco Bell in accordance with its then-current policies, procedures and standards; or
 - iii) make any payment due under Section 8 of this Agreement and does not cure such breach within ten (10) days of written demand from Taco Bell,

Taco Bell shall be entitled to terminate this Agreement and Franchisee shall be required to pay to Taco Bell, within five (5) days of written demand, all amounts that would be due under Section 8 of this Agreement at or prior to the Expiration Date, or such later date as may be specified in Section 8.B., if no New Restaurants were developed after such termination.

10. DISPUTE RESOLUTION.

- A. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the

scope or applicability of this Agreement to arbitration, shall be determined by arbitration in Irvine, California before three (3) arbitrators. The arbitration shall be administered by JAMS, or any successor thereto, pursuant to its then-current Comprehensive Arbitration Rules and Procedures. The Award and decision shall be conclusive and binding upon the parties. Judgment on the Award may be entered in any court having jurisdiction thereof, and the parties hereby waive all objections which they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum, and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- B. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. The parties desire that the arbitrators will be attorneys familiar with franchising matters. All arbitrators shall serve as neutral, independent and impartial arbitrators.
- C. This Agreement; all relations between the parties; and any and all disputes between Franchisee and Taco Bell, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York, and if Franchisee's franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity or similar law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.
- D. The Federal Rules of Evidence will apply to any arbitration proceeding conducted under this Agreement. The arbitrators will not have the authority or right to add to, delete, amend or modify in any manner the provisions of the Federal Rules of Evidence or the arbitration provisions of this Agreement. All testimony offered at any arbitration proceeding under this Agreement must be given under oath. No affidavits may be submitted into evidence unless and until the other party(ies) has had the opportunity to cross-examine the affiant under oath and on a transcribed record, or otherwise consents. All arbitration proceedings pursuant to this Agreement will be recorded, or taken down by a stenographer and transcribed, or both, for the purpose of obtaining subsequent review. Each arbitration decision rendered under this Agreement must be in writing; individually address and dispose of each claim and the relief granted to it; set forth a recital of facts and a legal analysis and the resulting rendition of the award relating to each such claim (if any); and, in general, be specific regarding the reasons underlying any and all determinations, awards or conclusions, including all principles of law applied.
- E. The arbitrators will not have the authority or right to add to, delete, amend or modify the provisions of this Agreement or any agreement ancillary hereto. All findings, decisions and awards of the arbitrator will be limited to the dispute(s) set forth in the written demand for arbitration, and the arbitrator will not have the authority to decide any other issues. The arbitrator may not under any circumstance: (i) stay the effectiveness of any pending termination; (ii) assess punitive, speculative, or exemplary damages; (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Taco Bell in good faith; (iv) compel Taco Bell to grant an additional license(s) to Franchisee for a claimed wrong; or, (v) to otherwise award any relief other than money damages and prohibitive injunctive relief (specifically excluding affirmative injunctive relief).

- F. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other arbitration proceeding as a precedent; to collaterally estop any party from advancing any claim, defense or from raising any like or similar issues; or, used for any other purpose whatsoever. The parties especially agree that the principles of collateral estoppel will not apply in any arbitration proceeding conducted hereunder.
 - G. Any arbitration will be brought on an individual, and not a class-wide basis; provided, however, that Taco Bell will have the right to petition the arbitrator to consolidate this proceeding with any previously filed pending arbitration proceeding, and the arbitrator will consolidate such proceedings if they determine that the proceedings involve common issues of law and fact that predominate over any questions solely affecting the individual franchisees, and such consolidation will not materially delay or cause undue hardship to the franchisees who are parties to the already pending proceeding.
 - H. Notwithstanding the foregoing, the following disputes and controversies between Taco Bell and Franchisee will not be subject to arbitration but will be subject to litigation in accordance with Section 10(J) below: (i) any dispute involving payment of any amounts due Taco Bell; (ii) any dispute involving immediate termination of this Agreement; or (iii) any judicial proceeding in equity seeking temporary restraining orders, preliminary injunctions or other interlocutory relief.
 - I. In any arbitration or action arising out of or related to this Agreement, the arbitrators or court shall award to the prevailing party, if any, the costs, attorneys' fees and arbitrators' fees reasonably incurred by the prevailing party in connection with the arbitration or action.

If the arbitrators or court determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrators or court may award the prevailing party an appropriate percentage of the costs, attorneys' fees and arbitrators' fees reasonably incurred by the prevailing party in connection with the arbitration.
 - J. Subject to the provisions of Section 10(H) above, the parties agree to institute any litigation that they may commence arising out of or related to this Agreement exclusively in a court of competent jurisdiction which is either a federal or state court located in Orange County, California. The parties agree that any dispute as to the venue for any litigation they institute will be submitted to and resolved exclusively by either a federal court or state court located in Orange County, California and promise not to commence against the other any court proceeding concerning such matters in any other courts. The parties hereby waive and covenant never to assert or claim that this jurisdiction and venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of *forum non conveniens*).
 - K. The parties shall maintain the confidential nature of the action or arbitration proceeding and the Award, and not to disclose any such information to any third party other than legal counsel, who Franchisee agrees to require to maintain the confidentiality thereof, except as may be necessary to prepare for or conduct the arbitration hearing or action on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.
11. MISCELLANEOUS.
- A. None of Franchisee's rights or obligations herein is assignable.
 - B. The parties shall keep all of the terms of this Agreement strictly confidential, so long as this Agreement is in effect.

- C. This Agreement may not be modified or amended except by a written document, signed by all parties, specifically referring to the portion of this Agreement being amended and modified.
 - D. All notices to be given hereunder shall be in writing and shall be deemed given when first received or tendered during normal business hours for the locale of the addressee at the appropriate address set forth below, or such other address as one party may hereafter provide to the other with not less than three (3) business days' notice.
- If to Taco Bell:
- Taco Bell Franchisor, LLC
 1 Glen Bell Way
 Irvine, CA 92618
 Attn: General Counsel
- If to Franchisee:
- E. Terms of gender and captions as used in this Agreement are strictly for convenience and shall have no bearing on its construction.
 - F. No waiver by either party of any breach, default or unfulfilled condition shall be deemed a waiver of any subsequent or other breach, default or unfulfilled condition. No waiver shall be effective unless in writing and signed by an authorized signatory of the waiving party.

IN WITNESS WHEREOF, the parties hereto through their duly authorized signatories have caused this Agreement to be executed and delivered as of the Effective Date.

FRANCHISEE

[insert name of Franchisee]

By: _____

Title: _____

Date: _____

TACO BELL FRANCHISOR, LLC

By: _____

Title: President and Treasurer

Date: _____

Shareholders or Members of Franchisee

 [Type name]

Date: _____

SCHEDULE "A"
DEVELOPMENT SCHEDULE

| Time Period | Development Territory | Cumulative Net New Restaurants Required by End of Each Time Period |
|--------------------|------------------------------|---|
| | | |
| | | |
| | | |

**SCHEDULE B
DEVELOPMENT TERRITORY**

Each of the following is a Development Territory:

EXHIBIT "H"

LAND AND BUILDING LEASE

[Brand and store number - street address]

This Land and Building Lease ("Lease") is made as of the _____ day of _____, 20____, by and between [LANDLORD], a Delaware limited liability company ("Landlord"), and _____, a _____ limited liability company ("Tenant"). This Lease is being entered into in connection with that certain [if PH: Asset Sales Agreement] [if TB/KFC: Agreement for Purchase and Sale of Certain Assets and Franchises] dated _____, 20____ (the "Asset [Purchase/Sales] Agreement"), by and among Landlord, [FRANCHISOR] LLC, a Delaware limited liability company ("Franchisor"), Tenant, and _____ ("Individually").

It is AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

Landlord hereby leases to Tenant, and Tenant leases from Landlord, on the terms and conditions hereinafter set forth, that certain real property (the "Land"), together with all improvements located thereon, including the building and any other structures and improvements located upon the Land, as more particularly described on attached **Exhibit "A"**, together with any rights arising under or subject to any reciprocal easement agreement, separate lease or sublease for any appurtenances or common area, adjacent area or additional property (collectively, "Common Areas"). The building and all additional improvements to the Land, including the restaurant building located thereon and the rights to use such Common Area (if any), are herein collectively referred to as the "Premises" and shall be and remain the property of Landlord throughout the Term (as defined below) of this Lease.

2. TERM

The initial term ("Term") of this Lease shall be a period of **twenty (20) years** (the "Term") commencing on _____, 20____ (the "Commencement Date") and ending _____, 20____ subject to earlier termination upon the expiration or earlier termination of the Franchise Agreement or a default of Tenant pursuant to the terms of Section 19 below or Tenant's exercise of its option(s) to extend this Lease on the terms and conditions as provided under Section 4 below.

3. RENT

3.1 The fixed or base minimum rental (the "Rent") which Tenant agrees to pay Landlord shall be as follows:

| Description | Start Date | End Date | Rent Freq | Monthly Rent |
|-------------------------------------|------------|----------|-----------|--------------|
| [to be pasted from Rental Schedule] | | | | |

3.2 Rent shall be paid, in advance, in equal monthly installments on the first day of each month during the Term hereof. Rent for any period which is less than one month shall be prorated on the basis of a thirty (30) day month. If the Commencement Date is other than the first day of the month, then on the Commencement Date Tenant shall pay the Rent for the period from the Commencement Date until the first day of the first full calendar month after the Commencement Date.

3.3 All Rent and other sums that Tenant is required to pay Landlord under the terms of this Lease are to be sent to Landlord at: **[Select appropriate brand]**

PHI
PO Box 955641
St. Louis, MO 63195-5641

Taco Bell
PO Box 203770
Dallas, TX 75320-3770

KFC
PO Box 203805
Dallas, TX 75320-3805

Telephone: 502.874.1000
Email: lease.accounting@yum.com

Ref: Store Number: _____ or such other place or address or electronically, as may be designated by Landlord from time to time.

3.4 All Rent and any other sums that Tenant is required to pay under this Lease are unconditional obligations of Tenant and are payable, in full, when due, without any setoff, abatement, deferment, deduction, or counterclaim. Any delinquent payment (meaning any payment that is not made within five (5) business days after the due date) will, in addition to any other remedy of Landlord, be subject to the Charges as set forth in Section 36 which shall be deemed to be additional rent and payable to Landlord on demand.

4. OPTION TO EXTEND

Provided that Tenant is not in default under this Lease beyond any applicable notice and cure periods as of each Exercise Date (as defined herein) and as of the commencement date of each Extension Period (as defined herein), and for so long as Landlord is an affiliate of YUM! Brands, Inc., a North Carolina corporation ("YUM! Brands") that Tenant has a valid Franchise Agreement from Franchisor covering the Premises for the duration of the Term and any Extension Period, Landlord grants to Tenant the option to extend the Term of this Lease for up to **[four (4) additional periods of five (5) years each]** (each an "Extension Period"). This Lease will automatically be deemed renewed for the next Extension Period unless Tenant gives prior written notice to Landlord at least 12 months prior to the end of the Term or the then current Extension Period (the "Exercise Date") stating that Tenant elects not to extend the Term. Upon the commencement of each Extension Period, all provisions of this Lease shall remain in full force and effect, except for Extension Period(s) already exercised, and Rent, which Rent shall

be increased to the following amounts for the years during each of the Extension Periods as follows:

| Description | Start Date | End Date | Rent Freq | Monthly Rent |
|-------------------------------------|------------|----------|-----------|--------------|
| [to be pasted from Rental Schedule] | | | | |

5. TAXES

In addition to the Rent above specified, Tenant agrees to reimburse and pay to Landlord upon demand any and all real estate taxes, assessments, duties, impositions and burdens levied or assessed upon the Premises and upon the buildings, appurtenances and improvements thereon, as well as its proportionate share of taxes on any Common Areas in the event the Premises are part of a shopping center (collectively, the "Taxes") as they become due under this Lease and without regard for the time period related thereto. If by law any Taxes may, at the option of the taxpayer, be paid in installments, Tenant may exercise that option, and pay the installments (including any additional amounts due because of such installment election) as they become due during the Term.

In addition, Tenant agrees to reimburse and pay to Landlord all sales, use or similar taxes based upon the amount of the Rent paid herein whether assessed to the Tenant, Landlord or a third party, such as the owner of property who has leased the property to Landlord, and Tenant agrees to hold Landlord free and harmless from payment of all of the same. If the amounts of such taxes are not paid by Tenant at least seven (7) days prior to the date they become delinquent, then Landlord may pay the same, together with penalties and interest, if any, and Tenant agrees, upon demand of Landlord, to pay and to reimburse Landlord for the same, together with interest upon any sums of money so paid by Landlord at the rate of the lesser of eighteen percent (18%) per annum, or the maximum rate allowed by the state in which the Premises are located, from date of payment by Landlord to date of reimbursement by Tenant.

6. USE OF PREMISES: CONTINUOUS OPERATIONS: FIXED CHARGE COVERAGE RATIO

6.1 Permitted Use. Tenant acknowledges and agrees that the Premises may be used solely by Tenant and only as a [BRAND] brand restaurant ("Tenant's Use") under a valid Franchise Agreement issued by Franchisor and for all things related thereto and incidental thereto or in furtherance of said purpose. Any other use of the Premises, or any portion thereof, must be pre-approved in writing by Landlord, which may be withheld, conditioned or otherwise delayed in Landlord's sole and absolute discretion. Notwithstanding anything to the contrary as contained herein, so long as Landlord is an affiliate of Franchisor or YUM! Brands, Landlord's consent may be arbitrarily withheld or denied.

6.2 Prohibited Uses. No auction, fire, or bankruptcy sales may be conducted on the Premises for whatever reason without Landlord's prior written consent. Tenant shall observe and comply with the conditions and requirements of any insurance policies covering all or part of the Premises or the use thereof. Tenant shall at all times, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders and requirements regulating or affecting the Premises and/or the use, occupancy or possession of the Premises by Tenant that are now or hereafter in effect. Tenant shall promptly give Landlord a copy of any written notice received by Tenant of any violation of any governmental law, ordinance, rule, regulation or requirement applicable to the Premises. Tenant shall not abandon the Premises and shall keep open for

business during the customary hours, except as may be impracticable due to strikes, lockouts, acts of God or conditions beyond Tenant's control.

For so long as Landlord is an affiliate of YUM! Brands and notwithstanding anything contained in this Lease to the contrary, Tenant shall not use the Premises for any: (a) YUM! Brands (or legal successor to YUM! Brands) restaurant unless said use is pursuant to a valid franchise agreement with a YUM! Brands restaurant concept, or (b) restaurant use which would conflict with or be in competition with a YUM! Brands restaurant concept, as may be determined by Landlord or Franchisor in their sole and absolute discretion.

6.3 Continuous Operations. Tenant shall, in good faith, continuously throughout the Term carry on and conduct in the entire Premises the type of business for which the Premises are leased. Tenant shall operate its business with a complete line and sufficient stock of food and product and other merchandise of current [BRAND] style and type, attractive displays and in an efficient and reputable manner so as to produce the maximum amount of sales from the Premises, and shall, except during reasonable periods for repairing, cleaning and decorating keep the Premises open for business with adequate and competent personnel in attendance on all days and during all hours (including evenings) as typically prescribed by Franchisor. If Tenant ceases to operate its business from the Premises for ninety (90) consecutive days, for reasons other than reasonable periods for repairs or remodeling or force majeure, then Landlord has the right to terminate this Lease. If Landlord elects to terminate this Lease, it must do so by notifying Tenant in writing of such termination and Tenant will have the right, within thirty (30) days of receipt of Landlord's written notice of such election, to advise Landlord that Tenant will reopen for business from the Premises subject to any required Franchisor approvals. If Tenant advises Landlord of such, then Landlord's termination notice will be null and void and of no force and effect (unless Franchisor disapproves of such reopening) and Tenant must reopen for business in substantially all of the Premises within sixty (60) days of its notice to Landlord; otherwise, Tenant's notice will be null and void and of no force and effect. In addition, notwithstanding anything else contained herein Tenant shall thereafter be obligated to remain open and operating in substantially all of the Premises during normal operating hours for the remainder of the Term.

6.4 Fixed Charge Coverage Ratio. Tenant covenants to Landlord that, for so long as this Lease is in effect, Tenant shall maintain a Fixed Charge Coverage Ratio at the Premises of at least 1:1, as determined on the last day of each fiscal year of Tenant. For purposes of this Section 6.4, the term "Fixed Charge Coverage Ratio" shall mean with respect to the twelve (12) month period of time immediately preceding the date of determination, the ratio calculated for such period of time, each as determined in accordance with GAAP, of (a) the sum of Net Income, Depreciation and Amortization, Interest Expense and Operating Lease Expense, less a corporate overhead allocation in an amount equal to 4% of Tenant's Gross Sales at the Premises, to (b) the annual Rent. For purposes of calculating the Fixed Charge Coverage Ratio, the following terms shall have the following meanings:

"Capital Lease" means any lease of any property (whether real, personal or mixed) by Tenant with respect to the Premises which lease would, in conformity with GAAP, be required to be accounted for as a capital lease on the balance sheet of Tenant. The term "Capital Lease" shall not include any operating lease or this Lease.

"Debt" means, as directly related to the Premises and the period of determination (i) indebtedness of Tenant for borrowed money, (ii) obligations of Tenant evidenced by bonds, indentures, notes or similar instruments, (iii) obligations of Tenant to pay the deferred purchase

price of property or services, (iv) obligations of Tenant under leases which should be, in accordance with GAAP, recorded as Capital Leases, and (v) obligations of Tenant under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (iv) above. The term "Debt" shall not include Landlord's debt (if any) with respect to the Premises.

"Depreciation and Amortization" means the Tenant's depreciation and amortization accruing during the period of determination with respect to the Premises as determined in accordance with GAAP.

"GAAP" means generally accepted accounting principles consistently applied.

"Interest Expense" means for any the period of determination, the sum of all interest accrued or which should be accrued in respect to all Debts of Tenant allocable to the Premises and all business operations thereon during such period (including the interest attributable to Capital Leases), as determined in accordance with GAAP,

"Net Income" means, with respect to the period of determination, the net income or net loss of Tenant allocable to the Premises. In determining the amount of Net Income, (i) adjustments shall be made for non-reoccurring gains and losses allocable to the period of determination; (ii) deductions shall be made for, among other things, Depreciation and Amortization, Interest Expense and Operating Lease Expense allocable to the period of determination, and (iii) no deductions shall be made for (x) income taxes or charges equivalent to income taxes allocable to the period of determination, as determined in accordance with GAAP, or (y) corporate overhead expense allocable to the period of determination.

"Operating Lease Expense" means the expenses incurred by Tenant under any operating leases with respect to the Premises and the business operations thereon during the period of determination, as determined in accordance with GAAP; provided, however, the term "Operating Lease Expense" shall not include any sum payable under this Lease.

7. ALTERATION OF PREMISES

Except as expressly provided herein and subject to Section 27, all alterations or changes to the Premises shall require notice to Landlord as stated in Section 20 and shall require Landlord's prior written consent and must comply with all easements, conditions, covenants and restrictions affecting the use and/or development of the Premises. For so long as Landlord is an affiliate of YUM! Brands and notwithstanding the foregoing, provided that any such alterations or changes have been pre-approved in writing by Franchisor, Tenant may make non-structural alterations or changes to the interior or exterior of the Premises without Landlord's consent provided (a) any such alterations or changes do not (i) change the height, size or exterior aesthetic appearance of the building, or (ii) materially affect the structural integrity of the building, (b) Landlord is given at least thirty (30) days' prior written notice of such alterations or changes, and (c) the estimated cost of such alterations or changes does not exceed Fifty Thousand and no/100 (\$50,000) Dollars. All other alterations or changes shall require the prior written consent and approval of Landlord, which Landlord may withhold in its sole and absolute discretion. All alterations and changes shall be made at Tenant's sole cost and expense and subject to Section 27 hereof; shall be completed as expeditiously as possible; shall be done in accordance with plans and specifications as required by or approved by Franchisor (and Landlord, if required hereunder); a copy of all plans provided to Landlord for its records (whether or not preapproval

is required); and shall be made in a good and workmanlike manner and in compliance with all applicable statutes, ordinances, rules, and regulations of governmental authority.

Furthermore, Tenant acknowledges and agrees that it shall fully comply with all obligations to complete any alterations or changes to the Premises in accordance with the Asset Purchase Agreement, Franchise Agreement or any associated or applicable development agreement or similar agreement.

Upon the expiration or early termination of this Lease, Tenant will return the Premises to Landlord in good repair and in material compliance with all applicable laws, including, without limitation, health and zoning codes, and in compliance with Section 26 hereof.

8. ACCEPTANCE OF PREMISES; TENANT DUTY TO REPAIR PREMISES

Tenant agrees, and acknowledges and accepts the Premises, including any improvements, furniture, fixtures and equipment located therein, as of the Commencement Date in its "AS-IS", "WHERE IS" condition as existed on the Effective Date of the Asset Purchase Agreement and acknowledges and agrees that the Premises are in a tenantable and good condition and that neither Landlord nor Franchisor, nor any of their respective representatives, have made any representations, warranties as to the condition or fitness of the Premises for any purpose nor have any of them made any promises, commitments or agreements to make any repairs, corrections, changes, alterations or other improvements to the Premises.

During the Term of this Lease, Tenant acknowledges and agrees that it shall, at its sole cost and expense, keep and maintain the Premises, including all portions of the building(s), and all systems serving the Premises, both inside and out, including, but not limited to: roof, walls, windows and doors, plate glass, dumpster enclosures, HVAC, electrical, plumbing, grease traps and clean-outs, the exterior portions surrounding the building(s), all sidewalks (public and private), parking lots, landscaping, signage, and any Common Area located on the Premises or otherwise serving the Premises in accordance with any separate obligations related thereto, in good and sanitary order, condition, and repair and in accordance with Franchisor's minimum standards and all applicable statutes, laws, ordinances and codes, hereby releasing Landlord and waiving all right to make repairs at the expense of Landlord as provided by any applicable law or regulation in the State or other jurisdiction in which the Premises are situated. In the event the Premises are a part of a shopping center or include any Common Area, Tenant agrees to abide by all rules and regulations of said shopping center or agreements and to perform all obligations arising thereunder, and to pay any prorata costs for maintenance of the Common Area.

9. UTILITIES

Tenant agrees to directly pay for all utilities whatsoever, including, but, not limited to water, sewer, fuel, gas, oil, heat, electricity, power, materials and services, which may be furnished to or used in or about the Premises during the Term hereof. Tenant agrees to cause all utilities to be billed in the name of and directly to Tenant. To the extent as may be required under local laws or ordinances, if any utility is billed to the Landlord, Tenant agrees to promptly pay the same upon receipt of any bill from Landlord. Landlord, in its sole discretion, may elect to pay such bill directly to the utility provider in which event Tenant agrees to immediately reimburse Landlord for any such payments. Landlord shall not be liable in damages for any failure or interruption of any utility or service or for any disputed amounts. No failure or

interruption of any utility or service shall entitle Tenant to terminate this Lease or discontinue making payments of Rent hereunder.

10. INDEMNITY

Tenant covenants and agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and to hold Landlord free and harmless of and from any and all losses, liabilities, claims, damages, costs, expenses, demands, suits, actions, and causes of action, whether foreseen or unforeseen (collectively, the "Losses") of any and all persons whatsoever, and of and from any and all liability to Tenant, its agents and employees, licensees, invitees, and any and all persons coming upon or near the Premises, during the Term hereof, as may be renewed or extended, arising out of, or connected with, or by virtue of Tenant's occupation or maintenance of the Premises, or any willful, wrongful or negligent act or commission or omission of Tenant, its agents, servants, guests, customers, contractors, permitted licensees, invitees or employees, subtenants or assignees, including attorney's fees and costs of suit incurred by Landlord in defending against any such claims, demands, suits, actions or causes of action. This Article 10 shall expressly and permanently survive the termination of this Lease.

11. SIGNS

Tenant shall not place or permit to be placed any sign, marquee, awning or decoration on the exterior of the Premises without the written consent of Landlord unless such is used in conjunction with Franchisor's regional or national advertising campaigns. All signage shall meet applicable governmental requirements and the use of all interior or exterior signs shall be consistent with Franchisor's advertising and trademark standards.

12. PERIODIC INSPECTION OF PREMISES

Tenant shall permit Landlord, Franchisor, and/or their respective agents, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the Land in which the Premises are located any usual or ordinary "For Sale" signs, without any abatement of Rent.

13. DESTRUCTION OF PREMISES

In accordance with Section 18 of this Lease, if any building or improvements situated on the Premises should be damaged or destroyed due to any cause whatsoever, Tenant shall give immediate notice thereof to Landlord, and Tenant shall cause said improvements to be repaired and restored to the same general condition to which same existed immediately prior to the time of the occurrence of said damage or destruction with reasonable diligence, but in no event later than ninety (90) days thereafter, subject to force majeure and/or Tenant's receipt of the necessary permit(s). In no event shall Rent abate, and moreover, Landlord shall have no obligation or liability whatsoever to Tenant, and Tenant shall not be entitled to recover any damages whatsoever from Landlord for any loss occasioned by such damage or destruction.

14. CONDEMNATION

14.1 Entire Taking. In the event the entire Premises shall be appropriated or condemned under the power of eminent domain by any competent authority for any public or

quasi-public use or purpose (or, in the reasonable opinion of Tenant, a substantial portion of the Premises so that the remainder of the Premises is not suitable for Tenant's Use), this Lease shall terminate when possession thereof shall be required by the appropriating or condemning authority, or when legal title to the Premises shall vest in the appropriating or condemning authority, whichever shall first occur.

14.2 Partial Taking. In the event that only a part of the Premises is appropriated or condemned and (i) the part so taken includes the building or any part thereof, or (ii) the taking results in insufficient parking spaces to meet the applicable parking code requirements and Landlord is unable to provide a variance to such code requirements or otherwise provide substitute parking spaces therefore that are in close proximity to the Premises and acceptable to Tenant in its reasonable discretion, or (iii) such partial taking results in cutting off direct access from the Premises to any adjacent or contiguous public street or highway and Landlord is unable to secure alternative access rights via a private right of way, then, and in any such event, Tenant, at any time either prior to or within a period of sixty (60) days after the date when possession of the Premises so taken shall be required by the appropriating or condemning authority, may elect to terminate this Lease.

In the event Tenant shall fail to exercise such option to terminate this Lease, or in the event that a part of the Premises shall be taken or condemned under circumstances in which Tenant shall have no option to terminate this Lease, then in either such event this Lease shall continue in full force and effect and shall terminate only as to that part of the Premises so taken. In such event, the Rent required to be paid under Section 3 hereof, shall be reduced, as of the date when possession of the Premises shall be required by the appropriating or condemning authority, by an equitable amount but not more than a proportionate amount equal to the proportion that the area of the part so taken bears to the total area of the Premises. In the event that Tenant elects to stay in operation and the building is partially taken, Tenant agrees to rebuild and/or make needed repairs at its sole cost. Notwithstanding anything contained herein, Landlord shall have no responsibility to restore or rebuild the Premises.

14.3 All compensation awarded or paid as a result of a total or partial condemnation and allocable to the Premises shall be distributed in accordance with the laws and ordinances of the State in which the Premises are situated; however, any award attributable to the Premises shall be allocated and paid to Landlord and Tenant in the following order of priority: (a) to Landlord for the Unamortized Cost of Landlord's Building and Improvements (as defined herein); (b) to Landlord for the value of its reversionary interest in the Premises; (c) to Tenant for its relocation expenses; and (d) the remainder to Landlord. Notwithstanding the foregoing, Tenant shall have the right to pursue compensation for Tenant's loss of business and goodwill. The "Unamortized Cost of Landlord's Building and Improvements" as used herein means that portion of all costs of developing and constructing Landlord's Building and Improvements which, if amortized on a straight line basis over the Term, has not been recovered by Landlord as of the date of the Condemnation. Tenant shall not be entitled to any portion of an award attributable to the land or the building, to other property in the shopping center (if applicable), including Common Area or in excess of any award to which Landlord may be entitled under any other ground leases. A taking by eminent domain or condemnation shall include a sale or dedication in lieu thereof.

15. ASSIGNMENT, SUBLEASING & HYPOTHECATION

15.1 (a) Tenant shall not, whether voluntarily or by operation of law or otherwise: (i) assign or otherwise transfer any of its interest in this Lease or the Premises, in any manner, nor

(ii) sublet, license or permit occupancy by any other person of any portion of the Premises (all of the foregoing are collectively called a "Transfer"), without obtaining on each occasion the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(b) Any transfer of (i) any corporate stock of; (ii) any partnership interest in; or (iii) any membership interest in Tenant, or a merger, consolidation or liquidation of or by Tenant, either voluntarily or by operation of law, shall be deemed a Transfer and shall require Landlord's consent as stated herein.

(c) Notwithstanding the foregoing, Tenant may assign this Lease or sublease the Premises without Landlord's consent to any Affiliate, approved franchisee of Franchisor, or successor of Tenant by operation of law such as merger, provided however: (i) Franchisor shall have pre-approved any proposed Transfer in advance in writing and shall have agreed to issue a franchise agreement to such assignee to operate Tenant's Use at the Premises on the condition that Tenant and such proposed assignee has fully complied with all of Franchisor's requirements related thereto (including, but not limited to any equity requirements, financing and sale-leaseback requirements or restrictions), and (ii) Tenant shall provide prior written notice to Landlord of any such assignment or sublease. An "Affiliate" is any company controlling Tenant, controlled by Tenant or controlled by the same company which controls Tenant, or any of their respective franchisees. Tenant shall not Transfer its interest in the Lease except as provided herein. Other assignments or subleasing shall require Landlord's consent. Notwithstanding whether or not Landlord's consent was required or not, if Tenant assigns its interest in this Lease, Tenant shall remain primarily liable for the payment and performance of all obligations due or arising under this Lease through the remainder of the Term of the Lease and through any and all Extension Periods, amendments to this Lease or extensions or hold-over periods, whether or not Tenant consents or agrees to any of the same.

(d) Notwithstanding the foregoing and without Landlord's prior written consent, if the Franchise Agreement between Franchisor and Tenant is terminated prior to expiration of the Lease, Franchisor shall have the right, but not the obligation, to cure any current defaults as provided in Section 19.7 of this Lease and assume those rights and obligations of Tenant under the Lease coming due on or after the date Tenant vacates the Premises, including taking possession of the Premises, all fixtures, and leasehold improvements. Franchisor may exercise such right at any time after the termination of the Franchise Agreement by written notice to Landlord and Tenant. Within thirty (30) days after receipt of such notice, Tenant shall vacate the Premises and turn possession of same over to Franchisor or its designated affiliate, as the case may be. The assumption of Tenant's obligations under the Lease by Franchisor or its designated affiliate thereof shall in no way relieve Tenant from any obligations, expenses, charges or liabilities of Tenant to Franchisor under the terms of the Franchise Agreement or from any obligations, expenses, charges or liabilities of Tenant to Landlord under the Lease.

15.2 Subject to the terms and conditions as set forth in the Asset Purchase Agreement and in the Franchise Agreement, Tenant may mortgage, encumber, pledge or assign as security its right, title and interest in this Lease or the Premises to a financial institution (the "Lender") acceptable to Landlord, subject to the prior written consent of Landlord and prior approval of the form and content of the security agreement. Tenant shall give to Landlord a notice containing the name and address of the Lender and a copy of the proposed security instrument at least 30 days prior to the proposed effective date of such security instrument.

Subject to the terms and conditions and Landlord's prior written approval of the final form of any proposed security instrument and Landlord's waiver instrument, and further provided that Lender acknowledges and agrees in such instrument(s) that the leasehold interest and any security interest therein are at all times and shall remain subordinate to the interest of a mortgage or security interest granted by Landlord, or its successors and assigns, prior to or subsequent to the leasehold security interest, in and to the fee interest and to the leased Premises, and in such event, Landlord will agree in such instruments as follows: (a) whenever Landlord gives any notice to Tenant pursuant to this Lease, Landlord shall also give to Lender a duplicate copy of such notice at such address in the manner required of notices hereunder. If the notice given by Landlord is a notice of default by Tenant, (b) to allow Lender thirty (30) days to cure any default not timely cured by Tenant, (c) if Lender timely cures any default not timely cured by Tenant, Lender shall be entitled to assume Tenant's interest and obligations under this Lease immediately upon such cure and for the remainder of the term, together with any option, renewal or extension rights set forth in this Lease; provided, however, that Lender shall not acquire any franchise rights pertaining to the use of the Premises and Lender shall agree that any/all trademarked items belong to Tenant, Landlord and/or Franchisor and each shall be notified and provided a reasonable time to de-identify the Premises. Landlord hereby consents to the assignment by Tenant of its rights to use the Premises under the Lease and all of Tenant's personal property and trade fixtures located at the Premises ("Collateral") to Lender. Landlord further consents to the execution and performance by Tenant of any recordable leasehold mortgage, deed of trust, collateral assignment of lease and any other documentation reasonably required by Lender. Landlord agrees that none of the Collateral located on the Premises, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be deemed to be fixtures or constitute part of the Premises. Landlord agrees not to assert any statutory, consensual or other liens against the Collateral. If Tenant defaults on its obligations to Lender, and as a result, Lender undertakes to enforce its security interest in the Collateral, Landlord will permit Lender and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral; provided (a) Landlord receives the Rent and other amounts due under the Lease for the period of time Lender uses the Premises and (b) any damages to the Premises caused by removal of the Collateral are repaired. Notwithstanding anything to the contrary as stated herein or which may be provided under any security agreement, neither Lender nor any subsequent assignee or sublessee thereof shall be permitted to use the Premises for any purpose whatsoever except in strict accordance with Section 6 hereof, which includes Landlord's sole and absolute discretion and approval of any change from Tenant's Use.

16. **SECURITY DEPOSIT.** An initial security deposit ("Security Deposit") in the amount of _____ (\$ _____) (if applicable), pursuant to the provisions of this Section 16, shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such Security Deposit is not an advance payment of Rent or a measure of Landlord's damages in case of default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds. If, at any time during the Term of this Lease, as may be extended, any of the Rent shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may at the option of the Landlord (but Landlord shall not be obliged to), appropriate and apply any portion of said Security Deposit to the payment of any such overdue Rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord at its option may appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the Security Deposit or any portion thereof be appropriated and applied by Landlord for the payment of overdue Rent or other sums

due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to its amount prior to such appropriation and application, and Tenant's failure to do so within seven (7) days after receipt of such demand shall constitute an event of default under this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and pay all of the Rent herein provided for and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full to Tenant at the end of the Lease Term (as may be extended), or upon the earlier termination of this Lease.

Notwithstanding the foregoing and notwithstanding any initial waiver of any requirement to post a Security Deposit, should Tenant, more than two (2) times within any rolling twelve (12) month period, fail to pay on the due date therefore, any installment of Rent or other charge, amount or expense payable by Tenant hereunder, whether or not the amount in question is subsequently paid by Tenant, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to the greater of: (a) three times the Security Deposit, or (b) three times the monthly Rent then being paid by Tenant, and such amount or additional amount shall be paid by Tenant to Landlord forthwith on demand.

17. NON-WAIVER

No covenant or condition of this Lease can be waived except by the written consent of Landlord. Forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Tenant to which the same may apply, and until complete performance by Tenant of said covenant or condition, Landlord shall be entitled to pursue any remedy available under this Lease, by law or in equity.

18. TENANT'S INSURANCE

18.1 Liability Insurance – Tenant, at all times during the term of this Lease or any renewal or extension thereof, at its expense, will procure, maintain and keep in force, general public liability and property damage insurance, including a products liability clause, covering Landlord and Tenant, in accordance with this Lease for claims of bodily injury, death or property damage liability, automobile bodily injury, including without limitation any liability arising out of the ownership or lease, maintenance, repair, condition, or operation of the Premises or adjoining ways, streets or sidewalks, and, if applicable, insurance covering Landlord and Tenant against liability arising from the sale of liquor, beer or wine on the Premises. Such insurance policy(s), shall have a combined single limit of no less than Two Million and No/100 Dollars (\$2,000,000.00) or such higher amounts as Franchisor may require under the Franchise Agreement

18.2 Casualty Insurance - Tenant agrees that at all times during the Lease Term, Tenant will keep the building and all improvements located on the Premises insured by an "all risk" policy against all loss or damage by casualty, including, but not limited to, fire, windstorm, flood (if the Premises is in a location designated by the Federal Emergency Management Administration as a Special Flood Hazard Area), earthquake (if the Premises is located in an area subject to destructive earthquakes within recorded history), boiler explosion (if there is a boiler at the Premises), plate glass breakage, sprinkler damage, all matters covered by a standard extended coverage endorsement, all matters covered by a "law and ordinance" endorsement, all matters covered by an "all risk" endorsement, vandalism, malicious mischief and all other hazards, risks and periods usually covered in the State where the Premises are

located by extended coverage, and all such other risks as Landlord may reasonably require in an amount equal to one hundred percent (100%) of the then current full replacement cost of the building all improvements located at the Premises, with a deductible of not more than \$50,000, or such greater amount as Landlord, in its sole and absolute discretion, may approve.

18.3 State workers' compensation insurance in the statutorily mandated limits, employer's liability insurance with limits not less than \$500,000 or such greater amounts as Lessor may require from time to time, and such other insurance as may be necessary to comply with applicable laws.

18.4 All such policy or policies of insurance to be carried by Tenant under this Lease shall: (i) name Tenant as the primary insured, and be primary policies and also name, and be deemed for the mutual benefit of, Landlord and Landlord's mortgagee (if any) as an additional insureds or beneficiaries, as their interests appear; (ii) be furnished to Landlord with a certificate thereof issued by the insurance company; (iii) contain a waiver by Tenant's insurer of any right of subrogation against Landlord by reason of any payment pursuant to such coverage; (iv) provide that the term thereof be at least one (1) year and that the amount thereof shall not be reduced and that none of the provisions, agreements or covenants contained therein shall be modified or canceled by the insuring company or companies without thirty (30) days prior written notice to all parties to this Lease; (v) be issued by insurance companies with general policy holder's rating of not less than A-, as rated in the most current available "Best's Key Rating Guide", and which are qualified to do business in the state in which the Premises are located; (vi) be endorsed to read that such policies are primary policies and that any insurance carried by Landlord shall be noncontributing with respect to such policies; (vii) contain a standard "without contribution" clause endorsement in favor of any Landlord lender; and (viii) provide that the insurer not have the option to restore the Premises if Landlord elects to terminate this Lease in accordance with the terms hereof; and (ix) provide the insurer shall not deny any claim nor shall the insurance be cancelled, invalidated or suspended by (1) any action, inaction, conduct or negligence of Landlord or any party covered by any standard mortgage clause endorsement, Tenant or anyone acting for Tenant or any subtenant or other occupant of the Premises for purposes more hazardous than permitted by such policies, (2) occupancy or use of any of the Premises for purposes more hazardous than permitted by such policies, or (3) any breach or violation by Tenant or any other person of any warranties, declarations or conditions contained in such policies or in the applications for such policies. Tenant may, at its option, bring its obligations to insure under this Section within the coverage of any blanket policy or policies of insurance which it may now or hereafter carry by appropriate amendment, rider, endorsement, or otherwise; provided, however, that the interests of Landlord shall thereby be as fully protected as they would be otherwise if this option of Tenant to use blanket policies were not permitted. Tenant's policy or policies of insurance may also cover loss or damage to Tenant's equipment, fixtures and its other personal property on the Premises removable by Tenant during or at the end of the Term. Landlord shall not be obligated to maintain any casualty insurance against any hazards which Tenant is required to insure against.

Landlord makes no representation that the limits or forms of coverage of insurance required to be maintained by Tenant as specified in this Lease are adequate to cover Tenant's property or Tenant's obligations under this Lease. Any other policies, including any policy now or hereinafter carried by Landlord, shall serve only as excess coverage.

19. DEFAULT

19.1 Tenant Default - If (a) Tenant fails to pay Rent, or any other additional rent or payment of any other money within five (5) business days after its due date and Tenant fails to cure such default within three (3) business days after written notice; (b) Tenant fails to comply with any of the other terms, covenants, conditions or obligations of this Lease (that is, other than the failure to pay Rent or any other sums of money) and fails to cure such default within thirty (30) days after written notice; (c) Tenant voluntarily or involuntarily files a petition in bankruptcy or for reorganization or be adjudicated a bankrupt or make an assignment for the benefit of creditors or has a receiver appointed (except if appointed by Landlord or Franchisor) and if same is not discharged within sixty (60) days; or (d) Tenant fails to continuously operate as provided in Section 6.3 hereof or otherwise abandons the Premises before the end of Term, Tenant will be in default under this Lease each of the foregoing being an event of "Default". Landlord shall have the right at Landlord's option (to be exercised by written notice to Tenant after the first written notice specified in either clause (a) or clause (b) above as the case may be to terminate the Lease, or to terminate Tenant's right to possession only, without terminating the Lease at Landlord's option, and Landlord may, at Landlord's option, but pursuant to proper legal due process, enter into the Premises, without terminating the Lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay Rent for the full stated Lease Term at the time and in the manner provided in this Lease. Notwithstanding the foregoing, in the event Tenant remains in occupancy of the Premises, Landlord may utilize summary proceedings prior to entering the Premises and taking and holding possession of same pursuant to the foregoing.

19.2 If any Default shall occur of the kind mentioned under subparagraph 19.1(b), that is a Default for other than the payment of money by Tenant, which such Default is curable but is of the nature that it cannot with due diligence be cured within the aforesaid period of thirty (30) days, then if Tenant promptly (but in any case prior to expiration of said thirty (30) day period following Landlord's giving of notice as aforesaid) commences to take steps to eliminate the Default and so long as Tenant diligently continues all necessary steps to complete the cure thereafter, then Landlord shall not have the right to declare this Lease terminated by reason of such Default provided the Default is completely cured within ninety (90) days of the aforesaid notice. Alternatively, Landlord may, at its election, immediately or at any time thereafter, without waiving any claim for breach of agreement, and with notice to Tenant, cure such Default or Defaults for the account of Tenant, and the cost to Landlord thereof plus those Charges as set forth in Section 36 shall be deemed to be additional rent and payable to Landlord on demand. Tenant shall pay all reasonable attorneys' fees, costs and expenses incurred by Landlord in enforcing the provisions of this Lease, suing to collect Rent or to recover possession of the Premises, whether the lawsuit or other action was commenced by Landlord or by Tenant.

19.3 In the event that Landlord shall obtain possession by re-entry, dispossession proceedings, legal or equitable actions or proceedings or other lawful means as a result of Tenant's Default, Landlord shall have the right, at its option, without notice, to repair or alter the Premises in such manner as may be reasonably necessary to market the Premises, or any part thereof, for the whole or any part of what would have been the balance of the term of this Lease. Tenant agrees to pay to Landlord: (a) all reasonable legal and other reasonable expenses incurred by Landlord in obtaining possession of the Premises; (b) all reasonable repairs as may be required to restore the Premises to good condition; and (c) any reasonable brokerage commissions Landlord incurs for re-letting the Premises, subject to Landlord's mitigation obligation.

19.4 Tenant further agrees that notwithstanding the termination by Landlord of this Lease or Tenant's leasehold estate, as aforesaid, Tenant shall remain primarily liable for and shall pay each month to Landlord the amount of Rent, additional rent and all other charges

herein reserved, less the net amount of Rent and other charges which are actually collected and received by Landlord from the new tenant of the Premises for such month, for and during the residue of the Term, but Landlord shall not be responsible to pay Tenant any excess Rent collected. Landlord shall have the right to sue for and collect the amount which may be due from Tenant pursuant to the provisions of this paragraph at the expiration of each month (or several months), and Tenant expressly agrees that any such suit shall not be a bar to or prejudice in any way the rights of Landlord to enforce the collection of the amount due at the end of any subsequent month or months by a like or similar proceeding. The words "re-entry" and "re-enter" shall not be construed or limited to their strict legal meaning.

19.5 The rights of Landlord specifically set forth under this Section are not exclusive and shall be cumulative to all other rights or remedies now or hereafter given to Landlord by law or by the terms of this Lease.

19.6 Nothing in this Section affects the right of Landlord to equitable relief where such relief is appropriate, with the exception that Landlord shall have the right to seek or obtain Tenant's specific performance which would thereby serve to compel Tenant to consummate this Lease and thereby prejudice Tenant's rights of termination granted under this Lease. Nothing in this Section affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry and forcible detainer.

19.7 Prior to taking any actions permitted hereunder or otherwise at law or in equity, Landlord acknowledges and agrees to give Franchisor a copy of any and all notices of default given to Tenant, as required to be given by Landlord to Tenant under the terms of the Lease, at the same time such notice is given to Tenant. Within fifteen (15) days after Tenant's right to cure expires, Franchisor or any affiliate thereof shall have the right but not the obligation, to cure any such default.

19.8 Landlord Default - In the event of default on the part of Landlord remaining uncured thirty (30) days after written notice thereof given in writing by Tenant to Landlord, provided, that as to any default not practicably curable within said thirty (30) day period, Landlord shall not be deemed in default if within said thirty (30) days Landlord commences the cure and thereafter diligently prosecutes the cure to completion. Tenant's sole remedy shall be to cure such default or defaults for the account of Landlord, and the cost to Tenant thereof plus those Charges as set forth in Section 36 which shall be payable to Tenant on demand. Should Landlord fail to reimburse Tenant within thirty (30) days of written demand, Tenant may offset said amount against Rent until reimbursed in full. Further, in the case of a final, non-appealable judgment in favor of the Tenant which is still not cured within thirty (30) days, provided that the default is practicably curable within such time, then Tenant may offset against Rent to satisfy the judgment. Notwithstanding anything to the contrary contained herein, in no event may Tenant be permitted to terminate this Lease due to any alleged Landlord default nor shall Landlord be liable to Tenant for loss of business or consequential damages, unless caused by the gross negligence or willful misconduct of the defaulting party.

20. NOTICES

All notices required or allowed in this Lease shall be in writing and shall be sent to the addresses shown below. A party may change its address for notice by giving notice to the other party. Notices shall be in writing and delivered by a receipted overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices are effective on the earlier of the date

received, the date of the delivery receipt, or the third day after postmark, as applicable, during normal business hours and addressed to addressee at the appropriate address set forth below:

If to Landlord:

If to Tenant:

With copies to:

[FRANCHISOR]

With copies to Lease Accounting: [SELECT BRAND]

[PHI
PO Box 955641
St. Louis, MO 63195-5641

Taco Bell
PO Box 203770
Dallas, TX 75320-3770

KFC
PO Box 203805
Dallas, TX 75320-3805]

Telephone: 502.874.1000
Email: lease.accounting@yum.com
Ref: Store Number: _____

21. HOLDING OVER

Any holding over after expiration of the Term shall be as a tenancy from month to month subject to all provisions of this Lease, except that Rent during the holdover period shall be an amount equal to one hundred fifty percent (150%) of the Rent which was in effect at the expiration of the Term.

22. BINDING ON ASSIGNEES

The covenants and conditions herein contained shall, subject to the provisions as to assignments, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

23. TIME OF ESSENCE

Time is of the essence of this Lease and each and every provision contained herein.

24. FRANCHISE AGREEMENT

This Lease is entered into with the understanding that Franchisor has entered or will enter into a franchise agreement (the "Franchise Agreement") with Tenant for operation by Tenant on the Premises of a restaurant under the name of "[BRAND]". For so long as Landlord is [LANDLORD NAME] (or any affiliate thereof), it is agreed by the parties that any default or breach by Tenant under the Franchise Agreement or any of its related or ancillary agreements, including, but, not limited to any Development Agreement, at Landlord's option, may constitute a breach of this Lease, and Landlord shall have the right to retake possession or take any other action it may be entitled to, the same as if Tenant breached this Lease. In addition, Landlord and Tenant acknowledge and agree that Franchisor shall have certain rights and remedies as set forth in this Lease, including, but not limited to Section 6 (approval of Tenant's Use), 7 (alterations of Premises), 8 (minimum standards on condition of Premises), 11 (signage standards), 12 (right to inspect Premises), 20 (notices), 15 (approval on assignee and hypothecation), 19.7 (notice of Default) and 26 (de-identification). For so long as Landlord is [LANDLORD NAME] (or any affiliate thereof), in the event of a breach or default under the Franchise Agreement, the notice provision of Section 20 herein shall not apply and notice shall be deemed duly made if the notice requirements of the Franchise Agreement, where applicable, have been fully met.

25. CHARACTERIZATION OF LEASE

25.1 Net Lease. This is a net Lease and shall be so construed. Landlord shall not be called upon to make any repairs, pay any taxes or incur any other charges or expenses in connection with the use, operation, maintenance, repair or occupancy of the Premises or the improvements now or hereafter located on the Premises.

It is the purpose and intent of Landlord and Tenant that the sums payable hereunder by Tenant shall be absolutely net to Landlord so that this Lease shall yield, net, to Landlord, the sums herein provided in each year during the term of this Lease, free of any charges, assessments or impositions of any kind charged, assessed or imposed on or against the Premises and Landlord, and without abatement, deduction or offset by Tenant except as expressly provided in this Lease; and Landlord shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder except as herein expressly set forth; and that all costs, expenses and obligations of any kind relating to the maintenance, preservation, care, repair and operation of the Premises (and, if applicable, any Common Area in the event the Premises are part of a shopping center, including without limitation, all amounts payable for maintenance, taxes, insurance, utilities or otherwise), including all replacements, alterations and additions as herein provided, which may arise or become due during the term of this Lease, shall be paid by Tenant, and Landlord shall be indemnified and held harmless by Tenant from and against such costs, expenses and obligations.

25.2 **True Lease.** This is a "true lease", which, as used herein, means that this Lease is not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease.

26. TERMINATION OF LEASE; DE-IDENTIFICATION

26.1 Upon the expiration or earlier termination of this Lease for any reason, unless Landlord otherwise notifies Tenant in writing, Tenant shall turn over the Premises in good and sanitary order, condition, and repair, having first made all necessary repairs, replacements or improvements to the Premises as required under Section 8 hereof, Tenant shall, at its sole cost and expense:

(a) Remove the name "[BRAND]" or any other trademark, service mark or copyright (registered or otherwise) of Franchisor from all buildings, signs, fixtures and furnishings on the Premises;

(b) Make such changes and alterations to the Premises as are necessary to prevent the Premises from being recognized by the general public as a distinct [BRAND] brand restaurant, including without limitation, [painting the building on the Premises a color other than that used by a majority of the [BRAND] restaurants or removing any architectural distinctive features trademarked or otherwise featured in such [BRAND] restaurants, including roof shape, style or materials, and replacing the same good quality materials and design, and such other changes and alterations as may be requested by Landlord; and

(c) Provided that Tenant is not in default under this Lease, remove all of Tenant's trade fixtures, equipment, furniture and other personal property, including without limitation, audio-visual units, kitchen machines, utensils and equipment, and trash from the Premises.

26.2 Notwithstanding the foregoing, upon the expiration or earlier termination of the Lease or Franchise Agreement for any reason, Tenant shall, upon written demand by Franchisor, remove all [BRAND] trademarks from all buildings, signs, fixtures and furnishings, and alter and paint all buildings and other improvements maintained pursuant to the Lease a design and color which is basically different from the [BRAND]'s authorized building design and painting schedule. Any exterior alteration including but not limited to painting the exterior of any building shall be subject to Landlord's prior written approval.

If Tenant shall fail to make or cause to be made any such removal, alteration or repainting within thirty (30) days after written notice from Franchisor, Franchisor or any affiliate thereof shall have the right to enter upon the Premises, without being deemed guilty of trespass, and make or cause to be made such removal, alterations and repainting at the reasonable expense of Tenant, which expense Tenant shall pay to Franchisor or its designated affiliate on demand. In the event Franchisor enters upon the Premises to effectuate the removal of items set forth above, Franchisor agrees to repair any damage caused thereby. Tenant hereby agrees to release Landlord from any and all liability and to waive any and all claims for damages or injuries to persons or property which Tenant or its property may suffer by reason of Franchisor entering the Premises or removal of any of the items described above. Franchisor agrees to repair any damage to the Premises caused by its removal of the items set forth above. Nothing set forth

herein shall be construed to require Franchisor to remove any item from the Premises, but if any items are not removed from the Premises within fifteen (15) days of expiration or earlier termination of the Lease, Landlord may remove such items and dispose of them as Landlord determines without any liability to Tenant or Franchisor therefor. Franchisor shall give Landlord at least 48 hours prior written notice of its desire to exercise any of its rights set forth in this paragraph, including but not limited to, its desire to enter the Premises and remove items. Tenant agrees that Landlord shall have no obligation to verify Franchisor's rights with respect to any items at any time.

27. LIENS AND ENCUMBRANCES

Except as otherwise set forth in this Lease, Tenant shall not encumber or hypothecate its interest in the Premises, or any part thereof. Furthermore, Tenant, at its own cost and expense, shall at all times keep the Premises and this Lease free of and from all liens, encumbrances, attachments, levies, claims, charges and assessments. Tenant shall indemnify Landlord, Franchisor, and their affiliates from and against any such liens or claims. Tenant shall promptly pay and discharge, prior to delinquency, all fines, taxes and other charges levied or assessed against the Premises, this Lease, Landlord or Tenant. This Article 27 shall expressly and permanently survive the termination of this Lease.

28. LANDLORD'S EXPENSES

Tenant shall pay Landlord all costs and expenses, including reasonable attorney fees, incurred by Landlord if Landlord is deemed to be the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms; conditions or provisions hereof.

29. LANDLORD'S ASSIGNMENT, RIGHT TO MORTGAGE AND LEASE RECOGNITION

This Lease and all rights and obligations of Landlord hereunder may be assigned, pledged, hypothecated, transferred, sold and leased back by Landlord (in which event this Lease shall automatically be deemed a sublease) or otherwise disposed of, either in whole or in part, by Landlord without prior written notice to Tenant. Upon written request of the holder of any mortgage now or in the future covering Landlord's interest in the Premises or the purchaser of Landlord's fee interest in the Premises, Tenant agrees to subordinate its rights under this Lease to the lien of that mortgage and/or to otherwise attorn to and recognize the lender (in the event of a foreclosure) or the purchaser as the fee owner by execution of a Subordination, Non-Disturbance and Attornment Agreement in the form as may be prescribed by such lender or purchaser, subject to the commercially reasonable approval of Tenant whereunder such lender or purchaser shall agree that, notwithstanding the foreclosure of the mortgage or the termination of Landlord's rights as "tenant", Tenant's occupancy rights under this Lease will not be materially disturbed as long as Tenant is not in default under this Lease.

30. HAZARDOUS MATERIAL

30.1 Tenant, at its sole cost and expense, shall comply with each and every Federal, state, county, and municipal environmental law, ordinance, rule, regulation and requirements now existing or hereinafter enacted ("Environmental Laws") applicable to Tenant's Use and/or occupancy of the Premises. Tenant shall not cause or permit any "Hazardous Material" (as defined in Section 30.2 below) to be brought upon, kept or used in or about the Premises, without the prior written consent of Landlord, except minor quantities used by Tenant in the normal operations of Tenant's Use. Should Tenant elect to remodel or replace any building or structure

located on the Premises, Tenant shall be solely responsible for any Hazardous Material disturbed or discovered during Tenant's construction activities and/or violations of any Environmental Laws. Tenant shall indemnify, defend and hold Landlord, its parent and its affiliates harmless from and against all any and all claims, judgments, damages, penalties, fines, costs, clean-up and abatement costs, liabilities or Losses (including, without limitation, claims by third party owners, tenants or occupants of other real property affected thereby; diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease (as may be extended) (collectively, "Environmental Losses") which Landlord may incur: (i) by reason of Tenant's actions or non-actions with respect to its obligations hereunder and/or (ii) as a result of any release, spill or discharge (individually and collectively referred to in this Lease as a "Release") of any Hazardous Materials caused by Tenant, its agents, employees and contractors, during the Term. Tenant's indemnification of Landlord Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises and/or other real property. Without limiting the foregoing, if the presence of any Hazardous Material results in any contamination of the Premises and/or other real property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises and/or such other real property to the condition existing prior to the introduction of any such Hazardous Material.

30.2 "Hazardous Material" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the in which the Premises are located or the United States of America. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) pesticides, (iv) polychlorinated biphenyls, (v) solvents, (vi) defined as a "Hazardous Substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (vii) defined as "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (viii) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (ix) defined as a "Hazardous Substance" pursuant to Section 401.15 of the Clean Water Act, 40 C.F.R. 116, or (x) defined as an "Extremely Hazardous Substance" under Title III of the Superfund Amendments and Reauthorizations Act of 1986, 42 U.S.C. Section 9601 et seq. Hazardous Material shall not include limited quantities of cleaning products used or stored at the Premises in the ordinary course of business and provided that they are used and stored in accordance with all applicable laws.

30.3 If at any time during the Term, Tenant or any environmental consultant determines that there was a Release of any Hazardous Material at any time at the Premises in violation of any Environmental Law, which requires disclosure pursuant to any Environmental Law, then Tenant and any such environmental consultant shall so notify Landlord only, and no other person or entity, providing Landlord with a copy of Tenant's or such environmental consultant's technical documentation supporting such determination, as well as a citation to the authority which Tenant or such environmental consultant believes imposes the disclosure requirement. If Landlord determines, in Landlord's sole discretion, that such Release of any Hazardous Material must be reported to any governmental authority, then Landlord shall have the sole authority to do so. Notwithstanding any obligations of Tenant herein, Tenant does not have the right at any time during the Term to have any environmental audits performed on the

Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. In the event Tenant is ordered by a law or regulation to perform any type of environmental audit, Tenant, will notify Landlord pursuant to Section 20 hereunder as soon as is reasonably practicable.

30.4 If at any time during the Term Landlord is informed of any investigations or claims by third parties or the applicable governmental authority, or otherwise determines that an investigation of or remediation of a Release of any Hazardous Material at any time at the Premises has been commenced or is required to be commenced pursuant to any Environmental Law, Landlord shall take the necessary steps, on behalf of itself and Tenant, its successors and assigns, to investigate, defend, litigate, and, if deemed necessary and required of it by the applicable governmental authority, remediate such Hazardous Material to the least stringent standard permitted by any applicable Environmental Law (the "Environmental Work") and obtain any necessary approval of the investigation and/or remediation from any applicable governmental authority (the "Approval").

30.5 Landlord and its agents, representatives, and consultants shall have the right to enter upon the Premises, upon reasonable notice to Tenant, at any time during the Term to perform any inspection, sampling, investigation or remediation Landlord deems appropriate and to perform any Environmental Work. Tenant shall not restrict Landlord's access to any part of the Premises or impose any conditions to access.

30.6 At any time during the Term, Landlord shall have the right to record in the applicable Federal, state and county records any documents or notices that may be required by any governmental authority with respect to any Hazardous Material which such governmental authority permits to remain at, around or beneath the Premises. Tenant shall cooperate with Landlord with respect to such document or notice and shall sign each document and notice required to be signed by the Tenant. In addition, if the applicable governmental authority requires that there be an engineering control, such as an asphalt cap or a layer of soil or any other device over any Hazardous Material which will remain at the Premises, then Tenant shall be obligated to maintain, repair and replace any engineering control during the Term. Tenant agrees to indemnify, defend and hold Landlord, its parent and its affiliates harmless from and against any and all Environmental Losses which Landlord, its parent or its affiliates may incur as a result of any migration of Hazardous Material caused or aggravated by Tenant's failure to maintain, repair or replace any engineering control during the Term.

30.7 This Section 30 shall expressly and permanently survive the termination of the Lease.

31. ESTOPPEL CERTIFICATES AND SALES AND FINANCIAL REPORTING.

Landlord and Tenant shall each execute and deliver to the other, within thirty (30) days after request, an estoppel certificate addressing such matters as may be reasonably requested by an existing or prospective mortgagee, a prospective transferee of the Premises, or a prospective transferee of Tenant's leasehold interest. In addition, Tenant agrees to provide to Landlord quarterly statements of Tenant's gross sales at the Premises during the Term, as may be extended. Tenant further agrees to provide to Landlord annual financial statements prepared and certified by an independent certified public accountant, in accordance with generally accepted accounting principles relating to real estate consistently applied (audited, if available) regarding the Tenant entity (and its parent entity, if applicable) due no later than March 31 each

calendar year (or otherwise within 90 days of the end of Tenant's fiscal year) during the Term, as may be extended.

32. MEMORANDUM OF LEASE

Landlord and Tenant shall execute and acknowledge a memorandum of this Lease, suitable for recording in the official records of the jurisdiction in which the Premises are located, in the form attached hereto as **Exhibit "B"**. Tenant, at its sole cost and expense, may record the memorandum in such records.

33. CONSENTS

Whenever Landlord and/or Franchisor is asked to provide consent under this Lease, such consent may be withheld by Landlord and/or Franchisor in its sole and absolute discretion. Notwithstanding anything to the contrary as contained herein, so long as Landlord is an affiliate of Franchisor or YUM! Brands, Landlord's and/or Franchisor's consents may be arbitrarily withheld or denied.

34. QUIET ENJOYMENT

Landlord shall assure Tenant of quiet enjoyment and possession of the Premises so long as Tenant performs all of its obligations under this Lease and is not in default hereof beyond any applicable notice and cure periods.

35. LIMITED LIABILITY OF LANDLORD; RELEASE ON SALE.

The obligations and liability of Landlord hereunder are intended to be binding only on the Landlord's fee interest in the Premises. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be no personal liability on the part of Landlord, nor its successors and assigns, nor its parent company, subsidiary, affiliates, including, Franchisor (if applicable), shareholders, employees or agents of Landlord ("Landlord Parties") for any liability of Landlord arising under the terms of this Lease. Tenant waives all claims, demands and causes of action against Landlord or any of the Landlord Parties in the event of any breach by Landlord of any of the terms, covenants and conditions under this Lease to be performed by Landlord, and (iii) Tenant agrees to look solely to the Premise for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, or any other matter in connection with this Lease or the Premises, such exculpation of liability to be absolute and without any exception whatsoever. If Landlord transfers the Premises by sale or exchange, such sale or exchange shall be expressly made subject to this Lease. Upon such transfer, the transferring Landlord and all Landlord Parties shall be fully released by Tenant from all its responsibilities and obligations as Landlord (but such release shall not be deemed a release or waiver of any of Franchisor's rights) which arise or accrue after the date of such transfer. Upon request by the successor landlord, Tenant shall attorn to the successor landlord if the successor agrees in writing that Tenant's rights under this Lease shall be recognized and not disturbed so long as Tenant is not in default.

36. LATE CHARGE AND INTEREST

Should Tenant fail to pay any part of the Rent herein reserved or any other sum required by Tenant to be paid to or for the benefit of Landlord within ten (10) days after the due date, Tenant shall pay to Landlord a late charge of Two Hundred Fifty Dollars (\$250) ("Late Charge"), plus interest on the past due amount computed from the date first due until paid, at the rate of the lesser of eighteen percent (18%) per annum, or the maximum rate permitted by the laws of the state in which the Premises are located ("Interest") (the "Late Charge" and "Interest" are collectively referred to as the "Charges").

37. OFFSET

Tenant hereby waives any and all existing and future claims and offsets against the Rent, payments or other obligations due hereunder, and Tenant agrees to pay the Rent and other amounts hereunder and to observe, keep and perform all other provisions of this Lease required to be observed, kept or performed by Tenant regardless of any offset or claim which may be asserted by Tenant or on its behalf.

38. JOINT AND SEVERAL LIABILITY

If more than one Tenant is named in this Lease, or otherwise appears in any chain of assignments or subleases hereof, the liability of each party shall be joint and several.

39. TITLES

The titles of the sections of this Lease are solely for the convenience of the parties, and are not to be used as an aid in the interpretation of the terms and conditions thereof.

40. CHOICE OF LAW

This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises is located.

41. CONFLICT WITH THE APPLICABLE LAW

This Lease is intended for general use throughout the United States and in the event that any one of the terms or provisions hereof are in conflict with any statute or rule of law in any state or place wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions thereof, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provisions in any other jurisdiction.

42. GUARANTY

The obligations of Tenant under this Lease through and until the end of the Term, as may be extended, shall be guaranteed by _____ ("Guarantor"), pursuant to the terms and conditions of a Lease Guaranty to be executed and delivered concurrently with the execution of this Lease, the form of which Lease Guaranty is attached hereto as Exhibit C.

43. **MISCELLANEOUS.**

No waiver of any breach of this Lease by Landlord or Tenant will be considered to be a waiver of any other or subsequent breach. All of the covenants, agreements, provisions, and conditions of this Lease will inure to the benefit of, and be binding upon, the parties hereto, their successors, legal representatives, and assigns and Guarantor. This Lease and its exhibits, if any, together with any provisions of any other documents expressly incorporated by reference herein, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. There are no oral agreements or understandings between the parties affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, understandings, and agreements not expressly incorporated herein between the parties with respect to the Premises. None of those items may be used to interpret or construe this Lease. Except as expressly provided in this Lease, no subsequent alteration, amendment, change, or addition to this Lease, nor any surrender of the Term, will be binding upon Landlord and/or Tenant unless reduced to writing and signed by both of them, however, joinder and approval of Guarantor shall not be required.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth below.

[LANDLORD]
a Delaware limited liability company

By: _____
Name: _____
Title: _____

State of Kentucky)
)
) SS
County of Jefferson)

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of _____ LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal

[TENANT]

_____, LLC,
a _____ limited liability company

By: _____
Name: _____
Title: _____

State of _____)
) SS
County of _____)

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of _____, LLC, a _____ limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ Seal

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

EXHIBIT B
TO
LAND & BUILDING LEASE

AFTER RECORDING, RETURN TO:

[TITLE COMPANY]

MEMORANDUM OF LEASE

([BRAND] Store Number - _____ - [STORE ADDRESS])

THIS MEMORANDUM OF LEASE is dated this _____ day of _____, 20____, by and between [LANDLORD], a Delaware limited liability company ("Landlord"), whose mailing address is: _____, and _____, LLC, a _____ limited liability company ('Tenant"), whose mailing address is: _____.

Landlord hereby grants, demises and leases the premises ("Premises") described below to Tenant upon the following terms:

1. **Date of Lease:** _____;
2. **Description of Premises:** See Exhibit "A" attached;
3. **Date of Term commencement:** _____;
4. **Term:** **[Twenty (20) years];** and
5. **Renewal Options:** Provided that Tenant is not in default of its obligations under the Lease, Tenant shall have the option to extend the Term of the Lease for up to **[four (4) additional periods of five (5) years each]**, subject to the earlier termination or expiration of the Lease as may be provided therein.
6. **Franchisor Rights:** [FRANCHISOR] has certain rights, but not obligations, under the Lease to assume the Lease and/or de-image the Premises.
7. **Notice Against Liens:** is hereby given that, except as otherwise consented to by Landlord pursuant to the Lease or in a separate written instrument executed by Landlord waiving the following, Tenant is not authorized to place or allow to be placed any lien, mortgage, deed of trust or encumbrance of any kind upon all or any part of the Premises or upon Tenant's leasehold interest therein and any such purported transaction shall be void. Furthermore, any such purported transaction shall be deemed to constitute tortious interference with Landlord's relationship with Tenant and Landlord's fee ownership of the Premises.

The purpose of this Memorandum of Lease is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

[LANDLORD]
a Delaware limited liability company

By: _____
Name: _____
Title: _____

State of Kentucky)
)
County of Jefferson) SS
)

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of [LANDLORD], a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal

[TENANT]

_____, LLC,
a _____ limited liability company

By: _____
Name: _____
Title: _____

State of _____)
County of _____) SS
)
)

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of _____, LLC, a _____ limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ Seal

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT C
TO
LAND & BUILDING LEASE
(Free Standing)

LEASE GUARANTY

This Lease Guaranty is being entered into in connection with that certain [if PH: *Asset Sales Agreement*] [if TB/KFC: *Agreement for Purchase and Sale of Certain Assets and Franchises*] dated _____, 20____ (the "Asset [Purchase/Sales] Agreement"), by and among _____, ("Landlord"), [FRANCHISOR], a Delaware limited liability company ("Franchisor"), _____ ("Tenant"), and _____ ("Individual(s)") ("Tenant" and said "Individual(s)" are collectively referred to as the "Purchaser").

The undersigned (the "Guarantor"), together with its corporate affiliates and shareholders and/or members (collectively, its "Affiliates"), is either an individual or entity directly, or indirectly, owning, managing or controlling, or a corporate affiliate of [TENANT]_____, LLC, a _____ limited liability company (the "Tenant").

In connection with the closing on the Asset Purchase Agreement, Tenant has entered into those *certain LAND AND BUILDING LEASE AGREEMENTS* (each a "Lease" and collectively, the "Leases") with Landlord with respect to each of the Restaurants as further described in the Asset Purchase Agreement including among which is a Lease dated as of _____, 20____ with respect to the Premises as described on Exhibit A attached hereto.

In connection with said Lease, and as additional consideration thereto, Guarantor, for itself and on behalf of its Affiliates, does hereby personally and unconditionally guaranty and agree as follows to Landlord, its successors and assigns, the full payment and performance of each of the obligations of Tenant as the same arise pursuant to the Lease

This Lease Guaranty shall remain in full force and effect throughout the Term of the Lease, as may be extended, commencing on the Effective Date hereof, and shall remain in full force and effect with respect to any amendments thereto, whether or not it consents to or pre-approves the same, with respect to any of Tenant's liability and obligations which may survive the termination thereunder.

All undefined terms used herein shall have the same meaning as defined in the Asset Purchase Agreement or Lease.

IN WITNESS WHEREOF, this Lease Guaranty is executed this _____ day of _____, 20____.

"Guarantor" for itself and its Affiliates

[_____].

By: _____

Name: _____

Title: _____

Exhibit A

EXHIBIT "I"

FORM OF LIMITED WARRANTY DEED

THIS DOCUMENT
WAS PREPARED BY :
[SELLER].
1 Glen Bell Way
Irvine, California 92618

SEND TAX BILLS TO:
[PURCHASER]
[PURCHASER ADDRESS]

RECORDING REQUESTED
BY AND WHEN COMPLETED
RETURN TO:
[TITLE COMPANY]
[TITLE COMPANY ADDRESS]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grantor's Store #

Property Address:

TAX PARCEL #

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, [SELLER], whose mailing address is 1 Glen Bell Way, Irvine, California 92618, ("Grantor") does hereby convey to [PURCHASER], whose tax mailing address is _____ ("Grantee") the following real property ("Property"):

See **EXHIBIT A** attached hereto and made a part hereof.

Prior Instrument Reference: Instrument Recorded _____,
Instrument No., _____ County, _____ Real Estate Records.

SUBJECT TO (i) all real estate taxes and assessments, both general and special, not yet due and payable; (ii) those declarations, conditions, covenants, restrictions, easements, rights of way and other similar matters of record, if any; (iii) zoning and building ordinances; and (iv) those matters disclosed by a true and accurate survey of the Property.

AND FURTHER SUBJECT TO THOSE RESTRICTIVE COVENANTS SET FORTH ON **EXHIBIT B** ATTACHED HERETO AND MADE A PART HEREOF, WHICH RESTRICTIVE COVENANTS SHALL RUN WITH THE LAND.

TO HAVE AND TO HOLD the aforesaid Property, together with (i) all buildings, structures, fixtures and improvements erected or located on the Property or affixed thereto and (ii) all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in any way relating to the Property.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

Dated this _____ day of _____, 20____.

[GRANTOR]

By: _____

Print Name: _____

Print Title: _____

COMMONWEALTH OF KENTUCKY) SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as Attorney-In-Fact of [Grantor], is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

EXHIBIT B RESTRICTIVE COVENANTS

Financing Restrictions. During the three (3) year period following the recordation of this Deed, Grantee shall not pledge the Property herein conveyed as security under any subsequent financing or refinancing or restructuring of the debt created at the time the transfer from Grantor to Grantee, without the prior written consent and approval of Grantor, which Grantor may withhold in its sole and absolute discretion, which approval shall be subject to certain terms and conditions and requirements of Grantor as provided in that certain unrecorded Agreement for Purchase and Sale of Certain Assets and Franchisees (the "Agreement") by and between Grantor and Grantee which was the subject matter of the transaction which resulted in the conveyance herein.

Resale and Sale-Leaseback Restriction. During the five (5) year period following the recordation of this Deed, without the prior written consent of Grantor, which consent may be withheld by Grantor in Grantor's sole and absolute discretion, Grantee (or the successor in interest to Grantee, if any) will not (A) transfer the Property to any person or entity, or (B) permit the direct or indirect transfer of any ownership interest in the Property (e.g. by transfer of ownership interests of Grantee or of any affiliate of the Grantee that owns an interest (directly or indirectly) in the Property), or (C) engage in any Sale-Leaseback Transaction (as such term is defined in the Agreement) with respect to the Property.

Right of First Offer. Grantee further agrees and covenants that during the five (5) year period from and after the recordation of this Deed, if Grantee (or the successor in interest to Grantee, if any) intends to sell or otherwise transfer of any or all of the Property (a "Resale"), Grantee must offer in writing to sell to Grantor the Property at the same (allocated) price paid by Grantee Purchaser as provided in the Agreement without any adjustment before proposing any sale or transfer of any or all of the Property to any third-party or affiliate of Purchaser (the "Right of First Offer"). Grantor shall have a commercially reasonable period of time, not to exceed thirty (30) days, to evaluate such offer and inspect the same and to either elect to purchase such Property or waive such Right of First Offer in writing. If Grantor fails to exercise such right to purchase such Property as identified in writing from Purchaser within said thirty (30) days, Purchaser may proceed to sell such Property to a third-party but at a sale price not less than that as contained in the notice and offer to sell provided to Grantor. Further, any waiver or election by Grantor not to exercise such right to purchase such Property shall not waive, nor be deemed to be a waiver of, Grantor's rights hereunder which shall continue through said five (5) year period with respect to any subsequent offers to sell any of the Property.

If Grantor does not exercise its right to purchase the Property and Grantee proceeds to sell the Property at any time during the five (5) year period from and after the recordation of this Deed to any third-party in a bona fide transfer for at least full fair market value, Grantee (or the successor in interest to Grantee at such time) shall pay to Grantor an amount equal to one-half (½) of the difference between the Resale purchase price for such Property and the Purchase Price allocated to such Property as identified in the Agreement.

De-Identification. Prior to any conversion of the Property (at any time) to any other use other than as Taco Bell Brand location, Grantee (or its successor or assigns) at its sole cost and expense, shall cause the Property to be de-identified in accordance with the Taco Bell Brand franchisor's then current de-identification standards.

SCHEDULE 2

ALLOCATION OF PURCHASE PRICE

See Following Attachment.

SCHEDULE 2.2

UPGRADE OBLIGATIONS

Asset Upgrades

| Restaurant No. | Asset Upgrade Requirement | Required Completion Date |
|----------------|---------------------------|--------------------------|
| | | |
| | | |

Mid-Term Upgrades

| Restaurant No. | Mid-Term Upgrade Requirement | Required Completion Date |
|----------------|------------------------------|--------------------------|
| | | |
| | | |

SCHEDULE 11.4

SUPPLEMENTAL OPERATIONAL AND FINANCIAL CONDITIONS

Sale Leaseback Guidelines

OVERVIEW

Before a Franchisee may enter into a sale-leaseback transaction, the Franchisee is required to notify both Seller and Taco Bell Franchisor, LLC, a Delaware limited liability company (the "Franchisor"), by submitting the appropriate transaction documentation and Franchisee must receive the written pre-approval of both Seller and Franchisor to any proposed sale-leaseback transaction. Seller and Franchisor shall each have up to thirty (30) days to review any request for approval of a sale-leaseback transaction and/or for Seller to exercise its first right of refusal before any transfer of asset in any sale-leaseback may be consummated by Franchisee. In addition, Franchisor has the following specific guidelines, requirements, regulations, conditions or limitations which Franchisee must strictly adhere to with respect to any proposed sale-leaseback transaction, including, but not limited to, the following:

- **Lease Structure:** No master lease. No cross default provision.
- **Rental Rate:** Maximum of 8.0% of sales, subject to downward adjustment on a deal-by-deal basis.
- **Use of Proceeds:**
 - Recommended to be used for new development, asset upgrades, acquisitions and/or debt repayment as it relates to the Taco Bell business.
 - Targeted rent adjusted leverage (RAL) of 5.25 or less post transaction. Per the Owner's Performance Summary, RAL would be "Green".
- **Lease Terms:**
 - Match to remaining Franchise Agreement(s) terms or useful life of asset (whichever is shorter)
 - Revisions of lease terms cannot unreasonably burden the Franchisor in the event the Franchisor assumes the lease.
- **Executed Franchisor Lease Addendum:** Provides rights to Franchisor vis-à-vis the landlord in the event of default by Franchisee, including right to enter the premises and de-identify, and separate right to assume lessee's position under the lease. (See attached.)
- **Lender and Franchisee Acknowledgement:** Franchisor is making no commitment to grant a successor franchise agreement, extension or renewal of the then existing Franchise Agreement(s).¹
- **Compliance:** Must not be in default beyond any applicable notice and cure periods under any agreements with Seller, Franchisor and/or any affiliate of Yum! Brands, Inc. and must comply with all such agreements.
- **Asset Action Flexibility**
 - Ability to freely exchange assets of equal or greater value to enable offsets/relocations (substitute collateral).
 - Ability to buy assets out of pool without significant penalties (e.g., market value or allocated loan value).
 - Ability to close restaurant for reasonable periods of time to upgrade or re-image restaurant.²
 - Ability to assign or sublease.
 - Exclude assets which have major action required in next 5 years.

If you have questions regarding these guidelines, please contact your Franchise Business Management Director.

[For Sale-Leaseback Transactions]

ADDENDUM TO LEASE

THIS ADDENDUM is made and entered into as of _____, 20_____, by and between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant").

WHEREAS, Tenant, or its affiliate, currently owns either the fee interest or leasehold interest in and to certain real property located at _____, which real property is more particularly described in the Notice as Exhibit A attached hereto (the "Premises");

[OPTIONAL LANGUAGE IF A FRANCHISEE ACQUIRED PREMISES BY LEASE ASSIGNMENT FROM TACO BELL:

WHEREAS, Landlord and [insert Taco Bell entity] entered into a Lease dated _____ (the "Lease") pertaining to the "Premises" allowing for operation of a Taco Bell restaurant;

WHEREAS, [insert Taco Bell entity] has assigned the Lease to Tenant; and]

[OPTIONAL LANGUAGE IF A "TRUE" SALE-LEASEBACK:

WHEREAS, Tenant, or its affiliate, has entered into that certain sale-leaseback transaction with Landlord whereby Tenant, or its affiliate, has transferred its interests in and to the Premises to Landlord and the parties hereto have entered into a Lease dated _____ (as used herein, the "Lease") pertaining to the Premises;]

WHEREAS, Taco Bell Franchisor, LLC, a Delaware limited liability company ("Franchisor") has previously entered into a Franchise Agreement (the "Franchise Agreement") with Tenant, or its affiliate, to permit Tenant's operation of a Taco Bell brand restaurant at the Premises; and

WHEREAS, Landlord and Tenant desire to incorporate the following terms into the body of the Lease.

NOW, THEREFORE, in consideration of the covenants herein and therein, the parties hereto agree as follows:

1. If the Franchise Agreement ("Franchise Agreement") between Franchisor and Tenant, as franchisee, is terminated prior to expiration of the Lease and Franchisor exercises its rights under Section 15.3(b) of the Franchise Agreement, Franchisor, or any affiliate thereof, shall have the right, but not the obligation, to assume those rights and obligations of Tenant under the Lease coming due on or after the date Tenant vacates the Premises, including taking possession of the Premises, all fixtures, and leasehold improvements. Franchisor, or any affiliate thereof, may exercise such right at any time after the termination of the Franchise Agreement by written notice to Landlord and Tenant. Within thirty (30) days after receipt of such notice, Tenant shall vacate the Premises and turn possession of same over to Franchisor or its affiliate, as the case may be. The assumption of Tenant's obligations under the Lease by Franchisor or an affiliate thereof shall in no way relieve Tenant from any obligations, expenses, charges or liabilities of Tenant to Taco Bell under the terms of the Franchise Agreement or from any obligations, expenses, charges or liabilities of Tenant to Landlord under the Lease. For purposes of this Addendum, "affiliate" shall mean any entity controlling, controlled by or under common control with Franchisor.

[OPTIONAL ADDITIONAL LANGUAGE IF TACO BELL WAS ORIGINAL TENANT UNDER A LEASE]:
Further, in the event that either Taco Bell of America, LLC, as successor by conversion to Taco Bell of America, Inc., or Taco Bell Corp. was the original "Tenant" under the Lease and if, by the express

written terms and conditions as stated in the Lease, as previously amended and/or assigned, or under the Assignment and Assumption of Lease by and between said original Tenant and current Tenant, original "Tenant" retains any continued rights or liability for any obligations of "Tenant" thereunder, the rights afforded to Franchisor hereunder are separate from and in addition to any of original Tenant's rights and/or obligations. Nothing in this Addendum to Lease shall modify the terms and conditions and obligations of the parties under the Lease, as amended, and/or the Assignment and Assumption of Lease.

2. Landlord hereby grants Tenant the unrestricted right to assign the Lease or sublet the Premises to Franchisor, an affiliate of Franchisor or another franchisee of Franchisor or any affiliate thereof.

3. Landlord shall give Franchisor a copy of any and all notices of default given to Tenant, as required to be given by Landlord to Tenant under the terms of the Lease, at the same time such notice is given to Tenant. Within fifteen (15) days after Tenant's right to cure expires, Franchisor or any affiliate thereof shall have the right but not the obligation, to cure any such default.

4. Upon the expiration or earlier termination of the Lease or Franchise Agreement for any reason, Tenant shall, upon written demand by Franchisor, remove all Taco Bell trademarks from all buildings, signs, fixtures and furnishings located on the Premises, and alter to and paint all buildings and other improvements maintained pursuant to the Lease a design and color which is basically different from Franchisor's authorized building design and painting schedule. If Tenant shall fail to make or cause to be made any such removal, alteration or repainting within thirty (30) days after written notice, Franchisor or any affiliate thereof shall have the right to enter upon the Premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal, alterations and repainting at the reasonable expense of Tenant, which expense Tenant shall pay Franchisor or its designated affiliate on demand.

5. Landlord and Tenant agree to record a notice ("Notice") substantially in the form attached hereto, indicating Franchisor's rights hereunder, or, alternatively, to record a Memorandum of Lease containing substantially the following language:

"Landlord and Tenant have granted Taco Bell Franchisor, LLC, a Delaware limited liability company, and its affiliates certain conditional rights, including possession, in and to the Premises."

6. All notices which Landlord may serve on Franchisor hereunder shall be made in accordance with the Lease to:

Taco Bell Franchisor, LLC
1 Glen Bell Way
Irvine, CA 92618
Attn: General Counsel

7. Notwithstanding anything to the contrary elsewhere in the Lease or any addendum or amendment thereto, Landlord and Tenant agree that the terms and provisions set forth in this Addendum shall control and shall not be superseded, terminated or modified without the prior written consent of Franchisor, which party is a third party beneficiary (only) to the Lease and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date herein above set forth.

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AGREED:

ORIGINAL TENANT:

[TACO BELL OF AMERICA, LLC]

By: _____

Name: _____

Title: _____

Date: _____

This instrument prepared by:
[BRAND AND ADDRESS]

Upon recordation return to:
[TITLE COMPANY]

Order No.: _____
Escrow No.: _____
APN: _____
THE UNDERSIGNED GRANTOR(S)
DECLARE(S):

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Re: Store # _____ - _____

NOTICE

_____, a _____, ("Landlord") and owner of the real property described on Exhibit A, attached hereto (the "Premises"), and _____, a _____, ("Tenant") of the Premises, have granted Taco Bell Franchisor, LLC, a Delaware limited liability company ("Franchisor"), and its affiliates certain conditional rights, including possession, in and to the Premises, pursuant to that certain Addendum to Lease dated _____, between Landlord and Tenant.

This Notice is to be recorded in the records of _____ County.

THIS SPACE INTENTIONALLY LEFT BLANK-SIGNATURES ON NEXT PAGE

LANDLORD AND OWNER:

By: _____
Name: _____
Title: _____

Date: _____

State of _____)
) SS
County of _____)

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ Seal

TENANT:

By:

Name: _____

Title: _____

Date: _____

State of _____)
) SS
County of _____)

On _____, 20____ before me, _____ (name of notary) a notary public, personally appeared, _____, _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Exhibit "A"

SCHEDULE 41

NEW DEVELOPMENT

EXHIBIT M

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|--------------|----------------|
| California | |
| Illinois | |
| Indiana | |
| Maryland | |
| Michigan | |
| Minnesota | |
| New York | |
| North Dakota | |
| Rhode Island | |
| South Dakota | |
| Virginia | |
| Washington | |
| Wisconsin | |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Franchise opportunities in Hawaii, if any, are offered under a separate franchise disclosure document.

EXHIBIT N

RECEIPT

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Taco Bell offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to Taco Bell or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. If Taco Bell does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The franchise seller for this offering is _____ at Franchisor's contact info below.
(insert name)

The franchisor is Taco Bell Franchisor, LLC, 1 Glen Bell Way, Irvine, CA 92618. Telephone number is (949) 863-4500.

Issuance Date: March 26, 2021

Taco Bell Franchisor, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated March 26, 2021 that included the following Exhibits.

- | | |
|---|---|
| A. List of State Agencies and Agents for Service | F-1. Development Services Agreement |
| B-1. Franchise Agreement | F-2. Development Services Agreement for Urban for |
| B-1.5 KT Successor Franchise Agreement | Cantina/Urban In-Line Locations |
| B-2. Franchise Agreement, Assignment, Guaranty | G. Table of Contents of Manual |
| B-3. Amendment to Franchise Agreement/KT Successor Franchise Agreement | H. Confidentiality Agreement |
| B-4. In-Line 10 + 10 Addendum to Franchise Agt | I. Information Regarding Taco Bell Franchises |
| C. Development Agreement | J. Consolidated Financial Statements |
| D. Release | K. State Addenda |
| E. Relationship Agreement, Letter of Credit, and Guaranty | L. Asset Purchase Agreement |
| | M. State Effective Dates |
| | N. Receipt |

**Please sign and date AS OF YOUR DATE OF RECEIPT and RETURN A SIGNED AND DATED COPY
TO TACO BELL FRANCHISOR, LLC BY EMAIL TO JESSIKA.GUERRERO@YUM.COM.**

DATE: _____

[Insert Franchise Entity]

Signature of shareholder/member

By: _____

Signature of shareholder/member

Title: _____

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Taco Bell offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to Taco Bell or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. If Taco Bell does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

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| B-2. Franchise Agreement, Assignment, Guaranty | G. Table of Contents of Manual |
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| D. Release | K. State Addenda |
| E. Relationship Agreement, Letter of Credit, and Guaranty | L. Asset Purchase Agreement |
| | M. State Effective Dates |
| | N. Receipt |

Please sign and date AS OF YOUR DATE OF RECEIPT and RETURN A SIGNED AND DATED COPY TO TACO BELL FRANCHISOR, LLC BY EMAIL TO JESSIKA.GUERRERO@YUM.COM.

DATE: _____

[Insert Franchise Entity]

Signature of shareholder/member

By: _____

Title: _____

Signature of shareholder/member