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 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 $1,373,600 to $3,370,100 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 $1,415,100 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 27, 2023, as amended September 18, 2023

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 Units.
Will my business be the only Taco Bell business in my area?	Item 12 and the "territory" provisions in the Integrated Expansion Policy 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 to 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 60 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 31, 2022, Pizza Hut operated 21 traditional Pizza Hut restaurants, 104 franchisees operated a total of 5,303 traditional restaurants and 146 licensees operated a total of 1,283 non-traditional license 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 27, 2022, KFC and its subsidiaries operated 46 traditional KFC restaurants, 274 franchisees operated 3,842 traditional restaurants, and 21 licensees operated 30 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.
HBG Franchise, LLC 17320 Red Hill Ave. Suite 140 Irvine, CA 92614 ("HBG")	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 27, 2022, HBG's affiliate operated 286 Habit Burger Grill restaurants. A total of 43 traditional Habit Burger Grill restaurants were operated by 6 franchisees and 9 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. Follow-on securitization financings occurred in 2018 and 2021.

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 2016 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 Market Build Out Agreement (see Exhibit C) 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 high density urban trade areas, ii) the National Incentive Program to encourage franchisees to develop stand-alone drive thru restaurants between 2021 up to August 1, 2023 and August 1, 2023 through December 29, 2026, 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 26, 2023, 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 Market Build Out 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 26, 2023. 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 26, 2023, we will: (i) waive what would otherwise be an initial franchise fee of $25,000 with the $10,000 registration deposit returned on opening. (Note that due to waived initial fee there will be no grand opening reimbursement); (ii) reduce your period franchise fee from 5.5% of Gross Sales to 2.75% of Gross Sales, for the first year that your Unit is open; (iii) waive the marketing fee for the first two years that your Unit is open; and (iv) provide you with a Franchise Agreement with a 10-year term with a mid-term upgrade requirement upon the 5 year anniversary of restaurant open date and an option to extend the term for an additional 10 years upon completion of a successor remodel with a mid-term upgrade requirement upon the 15 year anniversary of restaurant open date.

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 26, 2023.

If you qualify for the National Incentive Program and open the qualifying restaurant(s) by December 26, 2023, depending on the size of your Taco Bell Restaurant Portfolio on December 31, 2022 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 26, 2023		
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 ≥ 30 Units		
% Net New Growth by December 26, 2023		
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 time periods will retroactively receive that tier incentive, with the following caveats:

- Net New Growth and Net New Units are calculated per year. See Note 2 below.
- For Franchisees ≥ 30 Units, in order to qualify for the Gold or Platinum tiers in 2023, they must have achieved Gold or Platinum in 2022.

Additionally, a one-time 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 sites registered under the National Incentive Program prior to August 1, 2023 and opened by December 26, 2023 the following one-time cash incentive will be provided.

For openings by December 26, 2023	
Cumulative Self Impact 15-30%	$50,000
Cumulative Self Impact > 30%	$100,000

For sites registered under the National Incentive Program as of August 1, 2023 and opened by the dates below the following one-time cash incentive will be provided.

For openings by December 31, 2024		For openings by December 29, 2026	
Cumulative Self Impact 15-24%	$200,000	Cumulative Self Impact 15-24%	$150,000
Cumulative Self Impact ≥25%	$250,000	Cumulative Self Impact ≥25%	$200,000

In order to account for greater than predicted, actual self-impact, a backstop payout will also be available based on a post-opening audit 12 months from new store opening for sites registered under the National Incentive Program as of August 1, 2023. You must qualify for a National Incentive tier in order to receive any cash incentive.

Actual Self Impact >5 ppts than Projected	$25,000
Actual Self Impact >10 ppts than Projected	$50,000

National Incentive Program Notes:

1. Franchisees need to be in good standing to qualify for the National Incentive Program. Good standing includes, but is not limited to, paying all fees on time, having no defaults within the last 12 months or during this program, complying with all brand standards, and on track with remodel and new build obligations.

2. Time Period for 2023: December 28, 2022 to December 26, 2023

3. For sites registered prior to August 1, 2023 and opened by December 26, 2023, and 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.

For sites registered sites registered under the National Incentive Program as of August 1, 2023, and for purposes of determining whether your portfolio of Taco Bell is less than 30 units or 30 and greater, the number of stores in your Taco Bell portfolio will be determined on or before the end of the prior fiscal year, based on the number of TB, TL, TP, KT and Emerging Captive (License) units owned based on YUM Control Person Designation. 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.

4. Net New % will be rounded to the nearest whole number using conventional rounding methodology.

5. 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 (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. Net New Units/Growth also does not include any new multi-brand units, acquired units or successor units to existing restaurants.

For sites registered sites registered under the National Incentive Program as of August 1, 2023, Net New Units/Growth means the number of new restaurants continuously open to the public in the specified fiscal year minus the number of Taco Bell Restaurants that Franchisee permanently closes during the same time period.

6. Cumulative self-impact is based on predictive models and not actual impact following opening. The current Impact Worksheet 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 Person Designation.

7. National Incentives will apply only to stand-alone drive-thru units and cannot be applied toward Emerging Captive Channels (license), multi-brand, inline, power pumpers or any other asset type. The National Incentive cannot be combined with other incentive programs. If a restaurant qualifies for the Urban Test Incentive or any incentives offered strictly to restaurants under license agreements, those units will receive the incentive package under those stated programs and not under this program. However, the restaurants 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).

8. Units with Franchise Agreements that include incentives are not eligible to satisfy any current or future development obligations and additionally will not override any terms of your market build out agreement or any other written incentive agreements with us.

9. 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 will refund the total amount of initial fees paid for each Net New Restaurant in the specified time period (except for any amounts already reimbursed to you for grand opening expenses) within 120 days of the first day of the following fiscal year. Any cash incentive payments will be paid within this 120-day timeframe as well.

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.

- Scrapes: 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 Taco Bell and KFC are currently offering existing franchisees various incentives to de-couple their KT Units (each, a "De-Coupling Incentive Program"). Existing franchisees may access the details of these programs in the Franchise Operations Manual noted below. Interested franchisees should also review the applicable Franchise Disclosure Document provided by KFC for additional information regarding KFC approval requirements and KFC associated incentives.

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 (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 anyplace, 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 in the past disrupted and in the future may again disrupt local, regional and global economies and businesses. The situation regarding COVID-19 is 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. 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.

Global Chief Brand and Strategy Officer: Sean Tresvant

Sean Tresvant was appointed our Chief Global Brand and Strategy Officer in January 2023. From

December 2021 to December 2022, Mr. Tresvant served as Chief Brand Officer. Prior to Taco Bell, Mr. Tresvant was with Nike for 16 years where he served as Chief Marketing Officer – Jordan Brand from July 2020 to December 2021; VP Marketing – Jordan Brand from September 2018 to July 2020; VP Marketing, Categories, North America from August 2016 to September 2018. Mr. Tresvant was based in Portland, Oregon for these positions. In January 2024, Mr. Tresvant is anticipated to become our Chief Executive Officer.

President, Global Chief Operating Officer: Mike Grams

Mike 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. Mr. Grams has been based in Irvine, CA for all of these positions.

President, North America: Scott Mezvinsky

Scott Mezvinsky was appointed our President of North America Division in August 2023. Prior to that he served as Managing Director, North America and Global Chief Finance Officer from January 2023 to August 2023. From February 15, 2021 to January 2023, Mr. Mezvinsky served as Chief Strategy and Finance Officer. Prior to that he served as General Manager of KFC Iberia based in Madrid, Spain from June 2018 to February 2021.

Global Chief Finance Officer: Neil Manhas

Neil Manhas was appointed our Global Chief Financial Officer on June 1, 2023. From September 2022 through May 2023, Mr. Manhas served as our Vice President of Finance in Irvine, CA. Prior to that he served in Pizza Hut UK as Managing Director from September 2016 to September 2022 while also serving as the European Chief Financial Officer from January 2020 to August 2022. Mr. Manhas was based in the United Kingdom for these positions.

Global Chief Legal Officer, Secretary and Director: Julie Davis

Julie 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. Ms. Davis has been based in Irvine, CA for all of these positions.

Global Chief Food Innovation Officer: Elizabeth Matthews

Elizabeth Matthews was appointed our Global Chief Food Innovation Officer in 2013. Ms. Matthews has been based in Southern California for this position.

Global Chief People & Transformation Officer: Kelly McCulloch

Kelly McCulloch was appointed our Global Chief People & Transformation Officer in January 2020. Ms. McCulloch is based in Irvine, California for this position. From July 2018 to January 2020 Ms. McCulloch served as Chief People Officer for Pizza Hut and prior to that as the Senior Director of Human Resources from December 2016 to July 2018 for Pizza Hut. Ms. McCulloch was based in Dallas, Texas for these positions.

Item 3

LITIGATION

Our Actions

No litigation is required to be disclosed.

Predecessor, Parent and Affiliate Actions

Nicholas Restaurant Corp. v. Taco Bell Corp. and DOES 1 Through 25, California Superior Court, Orange County, Case No. 30-2021-01233223-CU-BC-CJC

On November 24, 2021, the plaintiff, a licensee of a Taco Bell Express restaurant in Illinois, filed the above complaint against Taco Bell Corp. and its unnamed agents, claiming breach of contract. The plaintiff alleges performance under the contract and that Taco Bell Corp. or its agents committed a breach by denying an extension of its Successor License Agreement for the restaurant location in question. The relief sought is compensatory and incidental damages pending proof but at least $25,000, and attorney's fees and costs if the plaintiff prevails, and any other relief that is proper and just. No conclusions of law or fact have been issued by the court. Discovery is ongoing. Taco Bell Corp. believes there is no merit to the allegations and intends to vigorously defend against the allegations.

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.

If you are an existing franchisee and are qualified, apply, are accepted, and choose to participate in our 10K Trade Areas (as described in Item 12) pilot program, then you must pay a non-refundable, non-transferable fee of $25,000 (the Trade Area Fee) to secure a specific unlocked Trade Area for which you apply, within 10 days after we notify you of your acceptance into this pilot program. Your Trade Area Fee will be applied to the initial franchise fee for a franchise Taco Bell location which you commit to develop and timely open in your applicable 10K Trade Area.

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 2022, 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 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 Market Build Out 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, 2020 through 2022, our affiliate, Taco Bell of America, LLC, and/or its affiliates, sold groups of restaurants, ranging from 3 to 11 restaurants with the sales prices ranging from $6.9 million to $17.2 million 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 expediters, 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 Franchise'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.
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.
Technology Support (Note D)	Touch KDS Software $248/yr SmartHub Software $295 one-time payment & $144/yr Recommended Ordering $120/yr eRestaurant Support $2,311/yr FOH & Support Services $1,986/yr All Access Fee $1,250/yr Digital Transaction Fee for Mobile,	As billed	Payable to us or an affiliate.

Column 1 Type of Fee (Note A)	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
	Web, Kiosk & Delivery orders $0.19 per Digital Transaction		
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.
Transfer Fee	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. - 3rd party (non-Relationship Agreement) transfers: 1-5 units: $7,500/transfer 6 or more units: $1,500/unit - 3rd party transfers involving a Relationship Agreement: Greater of non-private equity transfer fee or $150,000 - Entity restructures: $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. Additionally, unique or complex restructures may necessitate a	Payable via a wire transfer only at least 2 days prior to the closing date of the proposed transfer. 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. For private equity transfers, a 50% non-refundable	Transfer of your franchise is subject to our prior written approval.

Column 1 Type of Fee (Note A)	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
	higher fee.	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.	
Reimburse-ment 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)	$168,000	As billed	Payable to 3rd 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 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. 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. 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.	Upon execution of the successor agreement	The Franchise Agreement does not provide you with renewal rights, but we have a Franchise Agreement Expiration Policy 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. 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.
Extension Fee (Note B)(v)	$750.00 for a 3 -month extension $2,250 for a 6 -month extension plus $1,000 for each additional	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

Column 1 Type of Fee (Note A)	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
	month beyond 6 months		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 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.	You must pay us liquidated damages upon termination of the 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.

Column 1 Type of Fee (Note A)	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Development Fee (Market Build Out Agreement) (Note B) (vi)	If you purchase existing Units from us, one of our affiliates, or another franchisee and enter into a Market Build Out 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.	
Customer Care Fee	$455 per year per Restaurant	As billed	Regarding handling customer calls related to mobile apps

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 the 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 first year that 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 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. For mid-term upgrade obligations required to be completed by December 31, 2023, the current estimate of $168,000 is a result of the most recent year-over-year adjustment of 12.9%. As of January 1, 2024, the initial costs for the required mid-term upgrade are subject to change. 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 $421,000 is a result of the most recent year-over-year adjustment of 12.9%.

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 a 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 Market Build Out 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 Market Build Out 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	$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

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**
First Unit Construction Services (C)	$27,250	Lump Sum	As provided in the Development Services Agreement	Approved third parties or YRSG
Optional Real Estate Services (C)	$0 - $37,250	Lump Sum	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)	$250,000 - $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 - $460,000	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	$1,373,600 - $3,370,100			

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.

If you are an existing franchisee and are qualified, apply, are accepted, and choose to participate in our 10K Trade Areas (as described in Item 12) pilot program, then you must pay a non-refundable, non-transferable fee of $25,000 (the Trade Area Fee) to secure a specific unlocked Trade Area for which you apply, within 10 days after we notify you of your acceptance into this pilot program. Your Trade Area Fee

will be applied to the initial franchise fee for a franchise Taco Bell location which you commit to develop and timely open in your applicable 10K Trade Area.

(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	$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 groundbreak	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
**Equipment / Signage/Decor/ POS	$200,000-$400,000	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 $1,415,100			

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
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 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 2022, the revenues earned by YRSG for development services provided to Taco Bell franchisees were $165,750. 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 Doordash, Uber Eats/Postmates and Grubhub, 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 and licensees. 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. and procurement services to the Habit Burger Grill (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. or Habit Burger Grill 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 and licensees 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 Brad Freeman, Senior Vice President Supply Chain and General Manager of the Taco Bell Co-op, 1 Glen Bell Way, Irvine, CA 92618 at Brad.Freeman@rscs.com, 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 have a Gift Card Cash Back law allowing customers to redeem for cash if under a specific value. GCTB, LLC has issued Cash Back 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; MBOA=Market Build Out 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 MBOA: 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 MBOA: Not Applicable RA: Not applicable RAQ: Not applicable	5, 8
(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 MBOA: 4, 8 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 MBOA: 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 MBOA: 4, 5, 7, 8, 10 RA: Not applicable RAQ: Not applicable	11

Obligation	Section in Agreement	Item in Disclosure Document
(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 MBOA: 4, 7, 8, 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 MBOA: 4, 7, 9 RA: II.A(1), II.B RAQ: I.1	8, 11, 14, 15
(h) Trademarks and proprietary information	FA & KTSFA: 3, 6.4, 14, 15, 16.2, Appendix DSA: Not Applicable APA: 1 MBOA: Not Applicable RA: II.B(1,2,3,4,6) RAQ: Not Applicable	13, 14
(i) Restrictions on products/services offered	FA & KTSFA: 3.5 DSA: Not Applicable APA: Not Applicable MBOA: Not Applicable RA: II(B)(4) RAQ: Not Applicable	11, 16
(j) Warranty and customer service requirements	FA & KTSFA: Not Applicable DSA: 9 APA: 11, 12 MBOA: 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 MBOA: 5, 9, 10 RA: Not Applicable RAQ: Not Applicable	12

Obligation	Section in Agreement	Item in Disclosure Document
(l) Ongoing product/service purchases	FA & KTSFA: 3.5 DSA: Not Applicable APA: Not Applicable MBOA: 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 MBOA: Not Applicable RA: Not Applicable RAQ: Not Applicable	10, 11,17
(n) Insurance	FA & KTSFA: 11 DSA: 6.2, 9.21 APA: Not Applicable MBOA: 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 MBOA: Not Applicable RA: Not Applicable RAQ: Not Applicable	6, 7, 11
(p) Indemnification	FA & KTSFA: 10 DSA: 9.4, 9.5 APA: 16, 17 MBOA: 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 MBOA: Not Applicable RA: II. RAQ: Not Applicable	11, 15
(r) Records/reports	FA & KTSFA: 8 DSA: 6 APA: Not Applicable MBOA: 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 MBOA: Not Applicable RA: Not Applicable RAQ: Not Applicable	6

Obligation	Section in Agreement	Item in Disclosure Document
(t) Transfer	FA & KTSFA: 13 DSA: 9.2 APA: 28, 38 MBOA: 11 RA: II.B(7), II.D, III.C. 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 MBOA: Not Applicable RA: Not Applicable RAQ: Not Applicable	17
(v) Post-termination obligations	FA & KTSFA: 3.8, 15 DSA: Not Applicable APA: Not Applicable MBOA: 9 RA: II.B.8, III.A. RAQ: II	17
(w) Non-competition covenants	FA & KTSFA: 3.8 DSA: Not Applicable APA: Not Applicable MBOA: Not Applicable RA: II.B(8), II.O. RAQ: Not Applicable	15, 17
(x) Dispute resolution	FA & KTSFA: 15.3, 16.3, 16.4 DSA: 9.19 APA: 32 MBOA: 10 RA: IV.F RAQ: I.6, III.F	17
(y) Other: Acquisition and development restrictions on acquiring additional Taco Bell branded restaurants	FA & KTSFA: Not applicable DSA: Not Applicable APA: MBOA: 3.G, 7 RA: II.M RAQ: Not applicable	17
(z) Other: Indebtedness limitations	FA & KTSFA: Not Applicable; DSA: Not applicable APA: 11.3, 37 MBOA: Not applicable RA: II.P RAQ: Not applicable	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 the Unit. We are unable to predict whether you can obtain financing for any part or all of your investment; and, if you are able to obtain financing, we cannot predict the terms of the financing. Except as described below, neither we nor Yum guarantees your note, lease or other obligation.

Yum Lending Assistance for Qualified Franchisee Applicants

Yum has entered into an arrangement with a third-party, LS BDC Adviser, LLC, an affiliate of Lafayette Square Holding Company, LLC ("Lender"), pursuant to which Lender (through one or more of its managed or advised funds) may provide financing to qualified franchisee applicants, including low-to-moderate income individuals in underserved American communities. This arrangement is open to all eligible applicants regardless of race, color, national origin, sex, disability, or age. Under such arrangement, We will refer franchisee candidates to Lender in our sole discretion and Lender will in good faith independently evaluate such candidates for one or more available credit products based on Lender's then prevailing underwriting guidelines. The credit products will be term loans (including delayed-draw term loans) and revolving loans. The financing covers acquisition, refinancing and related costs of a franchised outlet. Lender will evaluate, underwrite, and approve candidates; however, as a further incentive to Lender to extend credit to franchisee candidates referred by Yum to Lender, Yum may, but is not obligated to, provide credit support in the form of limited guaranties, typically in the form attached as Exhibit N. If Yum elects to provide credit support, then you, Lender and Yum will sign a letter agreement in the form attached as Exhibit M in connection with which Yum will guaranty for the benefit of Lender up to 33% of the original principal or commitment amount of your franchised business loan (up to a maximum guaranty amount of $5,000,000). It is not Yum's general practice or intent to sell or assign the letter agreement.

If you are offered and accept financing from Lender as described above, you are required to agree to the terms of such financing with Lender, including as relates to the amount of the loan, the interest rate, finance charges, the repayment term, and any prepayment terms. Under the franchisee financing arrangement with Lender, none of Yum, us, or any of our respective affiliates are entitled to receive, and do not receive, any fee or other consideration from Lender when it makes a loan to a franchisee. Further, Lender is not restricted under the arrangement from selling or assigning to an affiliate all or any part of any loan it makes to you.

Required Terms

- The franchisee's guarantors will be personally required to reimburse Yum for any payments paid by Yum to the Lender under the Guaranty.
- The franchisee must notify Yum within three days if the loan is more than thirty days past due.
- In the event of a default under the loan, Lender may accelerate the obligation to pay the entire principal balance plus interest and costs (including attorneys' fees), and 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 and related fees.
- Franchisee is not required to make payments to Yum under the letter agreement unless Yum makes a payment to Lender under the guaranty, following which franchisee must reimburse Yum for all payments made by Yum to Lender and all related costs and expenses incurred by Yum.
- You are not required to grant a security interest under the letter agreement but if Yum purchases the loan following an event of default any security interest granted to Lender will be transferred to Yum (or its designee).
- In the event of a default under the loan or letter agreement, we will have the right to terminate the Franchise Agreement and the Market Build Out Agreement, if executed.
- The guaranty signed by your owners in connection with the letter agreement provides for a waiver of diligence, presentment, demand, protest, and notice of non-payment, protest, and suit.

In addition to Yum's arrangement with Lender, Yum may, but is not obligated to, provide similar lending assistance to qualified franchisee applicants who receive financing from other lenders.

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

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.

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.

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, Digital Menu Board ("DMB"), 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. With the introduction of Next Gen POS (or AnnSpire POS), you will soon be required to transition from XPIENT to the new POS system implemented with YUM Connect. Next Gen POS will also require you to utilize specific pre-existing PAR cash terminals, or Elo terminals. Please refer to the Touch KDS section below. POS costs vary depending on the hardware system and configuration you purchase; however, the estimated costs associated therewith are set forth in the below chart.

Touch KDS
Our Touch KDS (Kitchen Display System) leverages eye-level, touchscreen tablets on the food production line and displays order information from the Point of Sale System. Touch KDS is comprised of touchscreen tablets, and a kitchen controller/monitor/bump bar in Drive-thru. KDS costs vary depending on the hardware configuration you purchase. Estimated costs are included in the below chart.

SmartHub
The SmartHub is a server installed in the restaurant to enable communication between devices, such as the

Touch KDS and POS or POS and BOH. SmartHub is capable of receiving data from the cloud or from one of the devices in the restaurant, process that data and make it available for other devices inside the restaurant. SmartHub is considered the "brain" of Taco Bell's technology vision of the Connected Restaurant. For redundancy, each restaurant gets two SmartHubs. SmartHub costs can vary depending on the mounting requirement. Estimated costs are included in the below chart.

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.

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.

Digital Menu Boards
Our digital menu board system (interior and exterior) requires you to use Stratacache enclosures and media players, 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. The exterior menu boards have an integrated order confirmation board (OCB) that displays when an order is started. 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 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.

Recommended Ordering
Recommended Ordering is a mobile app available for In Restaurant Tablets to enable restaurant managers to order while moving about the Back of House. If desired, Recommended Ordering is also accessible on the WEB via the Back of House computer, In addition, restaurant specific recommendations for what and how much to order are displayed in the mobile app for consideration prior to completing an order. Recommendations take into account the restaurant's historical and forecasted demand, inventory on hand and in transit, and buffer preferences. Recommended Ordering is currently available for those equipped with eRestaurant or Tracks, and who utilize McLane as their primary distributor. Recommended Ordering will be required later this year in accord with prior notifications with the specific details. The cost for Recommended Ordering is included in the below chart.

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:

	Certified Technology	**Supported Vendor**	**One-Time Cost**	**Annual Cost**
FOH Equipment	POS	PAR	$10,000 to $15,000 + Installation	N/A
	Touch KDS	Elo, Kitchen Armor	$2,500 to $5,000 + Installation	N/A
	SmartHub	Supermicro	$1,500 +Installation	N/A
	HME Timer (with headset, system, and installation)	HME	$10,330 to $13,451	$292-$356
	Secure Pay Hardware & Installation (For 2 FC, 2 Kiosk & 1 DT)	Verifone	$350 to $400 for Device Accessories + Installation	$480 (For 5 P400 Devices)
	Secure Pay Hardware (E285-BellHops/Line Busting)	Verifone	$60-$140 for device accessories + Installation and Staging	$216 (For 2 E285 Devices)
	Kiosk	Elo, IDX, PAR	$6,000 incl installation	N/A
	DMB	Stratacache	$8,500 to $9,500 + Installation – Interior	N/A

			$13,500 + Installation - Exterior	
FOH Software	POS Software	XPIENT by Xenial	$1,050	$250
	Touch KDS Software	Taco Bell	N/A	$248
	SmartHub Software	Taco Bell	$295	$144
	Mobile Connector, Payment Connector & Maintenance	XPIENT by Xenial	$175	$142
	Secure Pay/Verifone POINT subscription	Verifone	N/A	$60
	DMB Maintenance, warranty, license, DMB support fee	Stratacache	$990 - Interior $990 - Exterior	$715 – Interior $845 – Exterior $1,495 – Bundled pricing for both Interior/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	$87
	Altametrics Activation Fee	Altametrics	$300	N/A
	e*Restaurant Setup Fee	Altametrics	$600	N/A
	Recommended Ordering	Taco Bell	N/A	$120
Support	eRestaurant Support	Taco Bell	N/A	$2,311
	FOH and Support Services	Taco Bell	N/A	$1,986
Other	OneSource Tablet w/ Taco Bell Image	Samsung	$230 to $325	$30
	Broadband	Comcast	N/A	$3,000 to $4,000
All Access	All Access Fee	Taco Bell	N/A	$1250
Digital Transaction Fee	Transaction fee for Mobile, Web, Kiosk and Delivery orders	Taco Bell	N/A	$0.19 per Digital Transaction
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 27, 2022, NAFA spent 23.9% of its funds on the production of advertisements and other promotional materials, 71.7% for media placement, 3.3% for customer marketing and activation, 0.5% for general and administrative expenses, and 0.6% 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 Market Build Out 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 Market

Build Out 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 groundbreak. If the Market Build Out 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 Market Build Out Agreement, even if such Unit opens during the term of your Market Build Out 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 Market Build Out 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 Market Build Out 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 Market Build Out 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 Market Build Out 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 Market Build Out 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.

The 10K Trade Area Guidelines and Principles

Following consultation with and concurrence by FRANMAC, we have adopted 10K Guidelines and Principles to identify undeveloped trade areas in which potentially profitable Taco Bell Restaurants may be developed (each a "10K Trade Area"). This is a pilot program under which we could authorize the development of franchised restaurants proximate to existing franchised Taco Bell Restaurants. For the avoidance of doubt, the 10K Guidelines and Principles do not replace or modify the Integrated Expansion and TBx Development Policy (the "IE Policy").

Our 10K Guidelines and Principles utilize a dynamic software tool created by Bain & Company, Inc. which identifies trade areas that may be attractive for development. This software tool is called "Bell Point" and uses a model called the Bain White Space Model (the "Model"). We will filter the Model's results to identify trade areas in which the Model projects an annual Unit sales volume of at least $1.4 million and an unlevered 14% cash-on-cash return. The Model is based on the Bell Point tool which, as described in Item 19, is new and untested, with large margins of error and uncertainty, and should not take the place of the franchisee's independent judgment and analysis. If the Model anticipates that a new Unit in a 10K Trade Area would produce impact on any existing Unit of 8% or more, we may in our business judgment use a massive mobile data model in lieu of the Model to determine anticipated impact.

I. How We Use the Model

If the Model projects that the trade area will have annual Unit sales volumes of at least $1.2 million but less than $1.4 million, we may supplement the forecast by averaging the projection of the Model with the projections of one or more other industry-standard models. If the average Unit sales volume resulting from this process is at least $1.4 million, we will use the Model to forecast whether the projected Unit will have at least a 14% cash-on-cash return. We will also use spatial analysis, field work and, as appropriate, other systems and tools to identify 10K Trade Areas.

Based on the foregoing, we will create a schedule of 10K Trade Areas with input from the Steering Committee (an advisory group of franchisees appointed by FRANMAC). The Steering Committee will give us feedback, including recommended 10K Trade Area additions, deletions and/or adjustments. However, the Steering Committee's recommendations are advisory only and not binding on us. Note that, because of this mechanism for adding 10K Trade Areas based on Steering Committee input, it is possible that we could add a 10K Trade Area even where the Model projects less than $1.2 million in annual Unit sales volumes, because other models suggest it is higher.

II. Closest Entity Principles

"Closest Entity Principles" implement our and FRANMAC's shared belief that a franchisee who is closest to a 10K Trade Area should be given the first opportunity to select a 10K Site and develop a Unit. "Closest" for the purposes of Closest Entity Principles generally means the franchisee is closest in geographic proximity to the center point of a 10K Trade Area. In some circumstances, factors other than distance may be used to determine who should be offered the first opportunity to develop a 10K Trade Area. Only those franchisees who are growth-eligible will receive offers.

III. DMA Market Plan

After considering Steering Committee feedback, we will create a DMA Market Plan for the applicable designated market area ("DMA") that identifies the 10K Trade Areas. Each DMA Market Plan will be updated at least every six months and be distributed to franchisees in the DMA by Closest Entity Principles.

IV. Trade Area Submission Process

Following each DMA Market Plan update, the three franchisees who, based on Closest Entity Principles, will be offered the opportunity to develop a Unit in the 10K Trade Area (the "Designated Franchisees"). The Designated Franchisees may secure an available 10K Trade Area by submitting a 10K Trade Area development form within 45 days. We will consider 10K Trade Area Development Form submissions in the order in which the Designated Franchisee is identified in the DMA Market Plan and will notify the Designated Franchisee whose form was accepted (the "Selected Franchisee") and will also notify the Designated Franchisees whose 10K Trade Area Development Forms were not selected and will include the reason why the selection did not occur. The Selected Franchisee will have 10 days following our notification to pay us a non-refundable, non-transferable fee of $10,000 (the "First Trade Area Fee") to secure the Trade Area. This fee will be applied to the initial franchise fee for a Unit that timely opens in the 10K Trade Area. Failure to timely pay the First Trade Area fee will result in the Selected Franchisee being deemed to have relinquished the 10K Trade Area opportunity, and we will then accept the 10K Trade Area Development Form of the next Designated Franchisee who timely submitted the form. If no Designated Franchisee timely submits a 10K Trade Area Development Form and timely pays the 10K Trade Area Fee, then the 10K Trade Area will be designated an available trade area that may be developed by any growth-eligible franchisee in accordance with our market planning principles and the IE Policy.

It is anticipated that, a Selected Franchisee may occasionally find a site in a 10K Trade Area that is closer to another growth-eligible franchisee. In this rare instance, in consultation with the Steering Committee, we will apply market planning and Closest Entity Principles to determine whether registration of the proposed site by the Selected Franchisee will be permitted.

After payment of the First Trade Area Fee, a Selected Franchisee will have 90 days to register a proposed Site (the "10K Site") within the 10K Trade Area. If a Selected Franchisee has not been able to register the 10K Site within ninety (90) days, it may elect to pay a second non-refundable, non-transferable fee of $15,000 (the "Second Trade Area Fee") to secure that selected Trade Area for an additional period of ninety days. Following the registration of the 10K Site the Selected Franchisee will have 180 days to obtain our approval for the Unit proposed to be developed on the 10K Site; and, 545 days following our approval to open the Unit at the 10K Site.

If by the end of the above 90 day or 180 day period, as applicable, the Selected Franchisee cannot register the 10K Site it forfeits any First Trade Area Fee or Second Trade Area Fee previously paid. In this event, the Designated Franchisees who submitted timely 10K Trade Area Development Forms will be notified and given the opportunity to become the Selected Franchisee for the 10K Trade Area following the above process. If no such franchisee becomes a Selected Franchisee in the 10K Trade Area, it will be deemed an available Trade Area which may be developed by any growth-eligible franchisee in accordance with our market planning principles and the IE Policy.

V. Available Assistance to Selected Franchisees

We may provide assistance to Selected Franchisees who develop free-standing Units with drive-thrus in 10K Trade Areas.

A. Cash Assistance

If each of the following preconditions is satisfied, a Selected Franchisee will receive a $50,000 cash payment within ninety days following the close of the preceding Taco Bell fiscal calendar year:

(i) the Unit was opened in a 10K Trade Area developed under the 10K Guidelines and Principles;
(ii) the Unit was continually opened and operating for at least 13 Periods;
(iii) the Unit had Gross Sales (as defined in the Franchise Agreement) of less than $1.1 million during the prior 13 Periods; and
(iv) the Unit has been open for three years or less.

A Selected Franchisee may not receive more than three annual $50,000 cash payments for a maximum aggregate amount of $150,000 per qualifying Unit.

B. Permitted Closures

A Selected Franchisee of a qualifying Unit may permanently close a cash-flow negative Unit (as defined by a rolling 13 period negative cash flow) between years 3 and 6 of operation, provided it gives us 120 days' written notice of such closure which shall include documentary proof of negative cash flow. A closure pursuant to the preceding sentence will be excluded from the calculation of net new Units per a franchisee's Market Build Out Agreement, Development Agreement, or other written agreement, as applicable.

C. Market Build Out Agreements or Development Agreements

Any Unit opened under the 10K Principles and Guidelines process will be eligible to close at the end of its franchise term without counting toward the calculation of net new Units per a franchisee's Market Build Out Agreement, Development Agreement or other written agreement that may have existed at the time of the Unit's opening.

VI. Available Assistance to Impacted Unit(s)

We may provide assistance to franchisees of existing free-standing Units with drive-thrus that experience actual lost sales due to the development of a Taco Bell Unit in a 10K Trade Area in accordance with the 10K Guidelines and Principles.

A. Single Unit Assistance

To qualify, the impacted Unit must:
(i) be continuously open and operating for the prior 13 periods;
(ii) meet the eligibility criteria for protection based on single Unit sales transfer as set out in the IE Policy; and
(iii) have experienced an actual decline of Gross Sales of more than 12% based on the impact caused by the 10K Trade Area restaurant as measured over the prior 13 periods due to the opening of the new Unit in the 10K Trade Area.

If the above conditions have been met, the franchisee of the impacted Unit will receive a one-time $25,000 cash payment from us, and the impacted Unit's advertising contribution pursuant to its Franchise Agreement will be waived for the subsequent 13 periods.

If the actual decline in Gross Sales is more than 15%, then the above one-time cash payment will be increased to $50,000.

B. Multi-Unit Assistance

To qualify for multi-Unit assistance, the impacted franchisee's up to three closest Units to the 10K Site must:
(i) be continuously open and operating for the prior 13 periods;

(ii) meet the eligibility criteria for protection based on cumulative multi-unit sales transfer as set out in the IE Policy; and

a. have experienced an actual decline of Gross Sales of more than 17% based on the impact caused by the 10K Trade Area restaurant as measured over the prior 13 periods due to the opening of the new Unit in the 10K Trade Area, and must not qualify for single-unit assistance as described above.

If the above conditions have been met, the franchisee of the impacted multi-units will receive a one-time $25,000 cash payment from us, and the impacted multi-unit's advertising contribution pursuant to the Unit's Franchise Agreement will be waived for the subsequent 13 periods.

If the actual decline in Gross Sales is more than 20%, then the above one-time cash payment will be increased to $50,000.

If an impacted franchisee instead qualifies for single-unit and multi-unit assistance, then the single Unit assistance described above will apply rather than multi-unit assistance.

Note that we may choose not to provide any of the foregoing Single Unit or Multi-Unit assistance if the subject Units do not have a strong track record of passing CORE audits or if the impacted franchisee is not in financial good standing with us (e.g. current on royalty payments, NAFA/marketing funds, and technology and other fees). We will use our commercially reasonable judgment in making such decisions.

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.

	Registration Number	Registration Date	Renewed
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	Yes
	4,682,267	02/15/15	No

	4,873,041	12/22/15	No
	5,592,983	10/30/18	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
	5,146,760	02/21/17	No
TACO BELL and Bell Design No. 7 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	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. KTFA: 10-yr term for KT Unit that is granted a successor agreement or switches from a license agreement to a franchise agreement. 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.
(b) Renewal or extension of the term	2.0	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. 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 upgrades. Additionally, we may agree to enter into

Provision	Section in Agreement	Summary
		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	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. 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.
(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 Agreement that provides for termination upon your

Provision	Section in Agreement	Summary
		bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.). 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.
(i) Your obligations on termination/ nonrenewal	15	Stop using trademarks and System, de-identify Unit, pay liquidated damages if applicable.
(j) Assignment of contract by us	13	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.
(k) "Transfer" by you	13	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.
(l) Our review of transfer by you	13	We have the right to disapprove any transfers, our consent not to be unreasonably withheld.
(m) Condition for our approval of transfer	13	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 a release and the 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.
(n) Our right of first refusal to acquire your business	13	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.
(o) Our option to purchase your business	13, 15.3	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

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) and 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), Market Build Out Agreement (MBOA) 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 MBOA: 2 RA: III RAQ: II	DSA: As needed for the conduct of services for each phase. MBOA: Varies RA & RAQ: Last to occur of expiration of 1 year following Obligor's or Guarantor's sale of interest or obligations or until breaches or defaults occurring in that year have been cured
(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 MBOA: 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 MBOA: 9 RA: II 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 MBOA: We may terminate if you fail to satisfy any conditions precedent or pay fees within 10 days of written demand RA: We may terminate in the event of a fundamental breach of Section II of the RA.
(g) "Cause" defined - defaults which can be cured	DSA: Not Applicable APA: Not Applicable MBOA: 9 RA: II.N RAQ: Not Applicable	MBOA: 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, MBOA, & RAQ: Not Applicable	RA: If you default in your use of the BOH System, you must pay us liquidated damages.

Provision	Section in DSA, APA and DA	Summary
	RA: II.O APA: 18	APA: If you default, you must pay us liquidated damages.
(i) Your obligations on termination/non-renewal	DSA: 8.4 RA: IV. G RAQ: III.G APA: 18 MBOA: 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. MBOA: 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 MBOA: 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 MBOA: 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. MBOA: You may not transfer RA: Obligors may not 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, Obligors may not incur debt for borrowed money other than with respect to Permitted Franchisee Indebtedness or guaranty another's debt (other than a subsidiary), without our prior consent. RAQ: Guarantors may not assign
(l) YRSG's or our approval of transfer by you	DSA: Not Applicable. APA: 28, 38.1 MBOA: 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: Obligors may not 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

Provision	Section in DSA, APA and DA	Summary
		in compliance with all laws and if not an initial public offering or distribution of securities.
(m) Condition for YRSG's or our approval of transfer	DSA: Not Applicable. APA: 28, 38.1 MBOA: 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 MBOA: 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 MBOA: Not Applicable RA: II.L, Ex. C 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, MBOA, RAQ: Not Applicable RA: II.B.(8), II.O.	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.

Provision	Section in DSA, APA and DA	Summary
(r) Non-competition covenants after the franchise is terminated or expires	DSA, APA, MBOA, RAQ: Not Applicable. RA: II.B.(8), II.O, III.A.	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 or as long as there are uncured 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 MBOA: 11 RA: IV.E RAQ: III.E	DSA: May be amended only be written instrument signed by you and YRSG. APA,MBOA: 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 MBOA & RAQ: Not Applicable RA: IV.H. 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 MBOA: 10	DSA: If parties cannot resolve issues, controversy shall be settled by arbitration APA, MBOA: Parties agree to mediate
(v) Choice of forum	DSA: 9.19 APA: 32 MBOA: 10 RA: IV.F RAQ: III.F	DSA: Arbitration shall occur in Jefferson County, KY APA: Mediation shall occur in Orange County, CA MBOA: Arbitration shall occur in Irvine, CA RA & RAQ: California courts
(w) Choice of law	DSA: 9.1 APA: 31 MBOA: 10 RA: IV.F RAQ: III.F	DSA: Law of the place where the project is located applies. APA, MBOA, RA & RAQ: New York law.

Item 18

PUBLIC FIGURES

We do not use any public figure to endorse or recommend the license in advertisements, except insofar as performing artists, sports figures or other celebrity figures may appear periodically 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 Bell Point (formerly known as 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 Sarah Crow, 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.

Background:

Bell Point was created by Bain & Company using data provided by Taco Bell and based on an analysis of hundreds of data variables ranging from geographic, demographic, competitor, and generator data to build a multivariable forecast model to project sales performance given a specific location in the United States. The tool was further 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 based on our policy, as determined by a separate sales impact model developed as part of this workstream. 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.

Bell Point will also run a 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.

Bell Point Functionality:

As noted above, the Bell Point 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.

When reviewing the model output, 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.

Bell Point Model Margin of Error:

The Bell Point tool sales projection model has a margin of error of +/- 20% with a 65% confidence interval. This means that 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 Bell Point projects 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 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 projection 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, 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 been used in very limited circumstances for existing franchisees in making development decisions, so post-audit information for accuracy is not available.

If you are an existing franchisee in a market that is part of our 10K Trade Areas pilot program (described in Item 12), then we will provide to you a DMA Market Plan and information from a model called the “Bain White Space Model” (described in Item 12). The Bain White Space Model is based on the Bell Point software and projects whether particular trade areas will have certain sales volumes and returns if new units are developed there.

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

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022

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	2020	6622	6679	57
	2021	6679	6863	184
	2022	6863	7049	186
Company-Owned	2020	467	475	8
	2021	475	462	-13
	2022	462	464	2
Total	2020	7089	7154	65
	2021	7154	7325	171
	2022	7325	7513	188

Table No. 2
Transfers of Franchised Outlets to New Owners (Other than the Franchisor)
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2020	0
	2021	2
	2022	0
Alaska	2020	0
	2021	0
	2022	0
Arizona	2020	64
	2021	0
	2022	0
Arkansas	2020	0
	2021	10
	2022	0
California	2020	6
	2021	87
	2022	27
Colorado	2020	27
	2021	0
	2022	0
Connecticut	2020	0
	2021	6
	2022	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Delaware	2020	0
	2021	3
	2022	0
Florida	2020	0
	2021	12
	2022	0
Georgia	2020	1
	2021	25
	2022	0
Hawaii	2020	0
	2021	0
	2022	0
Idaho	2020	0
	2021	0
	2022	0
Illinois	2020	1
	2021	2
	2022	0
Indiana	2020	1
	2021	0
	2022	0
Iowa	2020	15
	2021	0
	2022	0
Kansas	2020	0
	2021	0
	2022	0
Kentucky	2020	7
	2021	2
	2022	0
Louisiana	2020	0
	2021	6
	2022	17
Maine	2020	12
	2021	1
	2022	0
Maryland	2020	0
	2021	56
	2022	0
Massachusetts	2020	0
	2021	0
	2022	17
Michigan	2020	1
	2021	8
	2022	2
Minnesota	2020	1
	2021	0
	2022	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Mississippi	2020	1
	2021	10
	2022	0
Missouri	2020	0
	2021	1
	2022	4
Montana	2020	0
	2021	6
	2022	1
Nebraska	2020	3
	2021	0
	2022	0
Nevada	2020	0
	2021	0
	2022	0
New Hampshire	2020	0
	2021	0
	2022	0
New Jersey	2020	0
	2021	47
	2022	0
New Mexico	2020	0
	2021	5
	2022	0
New York	2020	0
	2021	33
	2022	1
North Carolina	2020	19
	2021	36
	2022	20
North Dakota	2020	11
	2021	0
	2022	0
Ohio	2020	1
	2021	41
	2022	8
Oklahoma	2020	0
	2021	0
	2022	0
Oregon	2020	0
	2021	4
	2022	0
Pennsylvania	2020	2
	2021	36
	2022	0
Rhode Island	2020	0
	2021	1
	2022	14

Column 1 State	Column 2 Year	Column 3 Number of Transfers
South Carolina	2020	4
	2021	1
	2022	0
South Dakota	2020	2
	2021	0
	2022	0
Tennessee	2020	3
	2021	3
	2022	0
Texas	2020	1
	2021	0
	2022	0
Utah	2020	0
	2021	0
	2022	0
Vermont	2020	0
	2021	0
	2022	0
Virginia	2020	0
	2021	51
	2022	0
Washington	2020	3
	2021	18
	2022	2
West Virginia	2020	0
	2021	10
	2022	1
Wisconsin	2020	6
	2021	7
	2022	0
Wyoming	2020	0
	2021	0
	2022	0
District of Columbia	2020	0
	2021	0
	2022	0
Total	2020	192
	2021	530
	2022	114

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

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	2020	134	3	0	2	0	1	134
	2021	134	13	0	0	0	2	145
	2022	145	9	0	0	0	4	150
Alaska	2020	16	0	1	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
Arizona	2020	178	1	0	0	0	1	178
	2021	178	4	0	0	0	0	182
	2022	182	4	0	1	0	1	184
Arkansas	2020	101	2	0	1	0	0	102
	2021	102	4	0	0	0	8	98
	2022	98	6	0	0	0	1	103
California	2020	794	16	0	3	0	11	796
	2021	796	12	0	5	0	2	801
	2022	801	10	0	1	0	2	808
Colorado	2020	153	1	0	1	0	2	151
	2021	151	4	1	0	0	0	154
	2022	154	8	0	0	0	1	161
Connecticut	2020	45	0	0	0	0	0	45
	2021	45	2	0	0	0	1	46
	2022	46	0	0	0	0	0	46
Delaware	2020	15	0	0	0	0	0	15
	2021	15	2	0	0	0	0	17
	2022	17	1	0	0	0	0	18
Florida	2020	370	7	0	0	0	3	374
	2021	374	24	0	0	0	3	395
	2022	395	6	0	2	0	1	398
Georgia	2020	214	0	0	1	0	2	211
	2021	211	6	0	0	0	1	216
	2022	216	5	0	0	0	1	220
Hawaii	2020	30	0	0	0	0	0	30
	2021	30	1	0	0	0	1	30
	2022	30	2	0	0	0	0	32
Idaho	2020	30	0	0	0	0	0	30
	2021	30	0	0	0	0	0	30
	2022	30	1	0	0	0	0	31
Illinois	2020	261	4	0	0	0	2	263
	2021	263	7	0	0	0	2	268
	2022	268	9	0	0	0	2	275

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	2020	189	7	0	1	0	1	194
	2021	194	6	0	1	0	1	198
	2022	198	9	0	0	0	3	204
Iowa	2020	55	0	0	1	0	2	52
	2021	52	0	0	0	0	0	52
	2022	52	1	0	0	0	1	52
Kansas	2020	91	0	0	0	0	1	90
	2021	90	2	0	0	0	0	92
	2022	92	1	0	0	0	0	93
Kentucky	2020	143	4	0	0	0	0	147
	2021	147	6	0	0	0	1	152
	2022	152	6	0	0	0	0	158
Louisiana	2020	135	0	0	0	0	1	134
	2021	134	1	0	0	0	1	134
	2022	134	1	0	0	0	2	133
Maine	2020	20	0	0	0	0	0	20
	2021	20	0	0	0	0	0	20
	2022	20	0	0	0	0	0	20
Maryland	2020	90	2	0	0	0	0	92
	2021	92	7	0	0	0	0	99
	2022	99	0	0	0	0	0	99
Massachusetts	2020	66	2	0	0	0	0	68
	2021	68	2	1	0	0	0	69
	2022	69	6	0	0	0	1	74
Michigan	2020	217	0	0	1	0	1	215
	2021	215	13	0	0	0	0	228
	2022	228	9	0	0	0	1	236
Minnesota	2020	83	2	0	0	0	0	85
	2021	85	3	0	0	0	0	88
	2022	88	4	0	0	0	0	92
Mississippi	2020	82	0	0	0	0	0	82
	2021	82	2	0	0	0	0	84
	2022	84	3	0	0	0	1	86
Missouri	2020	208	1	0	0	0	1	208
	2021	208	10	0	0	0	1	217
	2022	217	9	0	0	0	0	226
Montana	2020	20	0	0	0	0	0	20
	2021	20	3	0	0	0	0	23
	2022	23	2	0	0	0	0	25
Nebraska	2020	41	2	0	1	0	0	42
	2021	42	2	0	0	0	0	44
	2022	44	0	1	0	0	0	43

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	2020	79	0	1	0	0	0	78
	2021	78	2	0	0	0	0	80
	2022	80	3	0	0	0	0	83
New Hampshire	2020	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	0	0	19
New Jersey	2020	92	2	0	0	0	1	93
	2021	93	10	0	0	0	1	102
	2022	102	5	0	0	0	0	107
New Mexico	2020	53	0	0	0	0	1	52
	2021	52	2	0	0	0	0	54
	2022	54	0	0	0	0	0	54
New York	2020	141	10	0	0	0	0	151
	2021	151	21	0	0	0	2	170
	2022	170	17	0	0	0	2	185
North Carolina	2020	221	5	0	1	0	2	223
	2021	223	4	0	0	0	2	225
	2022	225	13	0	0	0	3	235
North Dakota	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
Ohio	2020	321	7	0	0	0	2	326
	2021	326	6	0	0	0	0	332
	2022	332	10	0	0	0	0	342
Oklahoma	2020	108	1	0	0	0	2	107
	2021	107	5	0	0	0	0	112
	2022	112	7	0	0	0	0	119
Oregon	2020	110	0	0	0	0	0	110
	2021	110	3	0	0	0	1	112
	2022	112	5	0	0	0	0	117
Pennsylvania	2020	173	9	0	2	0	2	178
	2021	178	12	0	0	0	1	189
	2022	189	8	0	0	0	3	194
Rhode Island	2020	16	0	0	0	0	1	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
South Carolina	2020	104	4	0	2	0	0	106
	2021	106	1	0	0	0	0	107
	2022	107	6	1	0	0	0	112
South Dakota	2020	16	0	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	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	2020	220	5	0	0	0	1	224
	2021	224	7	0	1	0	3	227
	2022	227	10	0	0	0	2	235
Texas	2020	580	11	0	0	0	5	586
	2021	586	12	1	0	0	5	592
	2022	592	17	0	0	0	3	606
Utah	2020	58	1	0	0	0	0	59
	2021	59	0	0	0	0	0	59
	2022	59	3	0	0	0	0	62
Vermont	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Virginia	2020	170	6	0	0	0	2	174
	2021	174	3	0	0	0	0	177
	2022	177	3	0	0	0	0	180
Washington	2020	142	2	0	0	0	0	144
	2021	144	4	0	0	0	0	148
	2022	148	3	1	0	0	0	150
West Virginia	2020	59	4	0	0	0	0	63
	2021	63	2	0	0	0	0	65
	2022	65	1	0	0	0	0	66
Wisconsin	2020	131	3	0	0	0	0	134
	2021	134	3	0	0	0	0	137
	2022	137	6	0	0	0	1	142
Wyoming	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
District of Columbia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Total	2020	6622	124	2	17	0	48	6679
	2021	6679	233	3	7	0	39	6863
	2022	6863	229	3	4	0	36	7049

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.

Table No. 4
Status of Company-Owned Outlets
For Years 2020 to 2022

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	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Alaska	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arizona	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arkansas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
California	2020	29	0	0	0	0	29
	2021	29	0	0	0	0	29
	2022	29	0	0	0	0	29
Colorado	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Connecticut	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Delaware	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Florida	2020	66	1	0	0	0	67
	2021	67	2	0	1	14	54
	2022	54	0	0	0	0	54
Georgia	2020	32	0	0	0	0	32
	2021	32	1	0	0	0	33
	2022	33	0	0	0	0	33
Hawaii	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Idaho	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Illinois	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	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	2020	37	0	0	0	0	37
	2021	37	1	0	0	0	38
	2022	38	1	0	0	0	39
Iowa	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Kansas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Kentucky	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Louisiana	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maine	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maryland	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Massachusetts	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Michigan	2020	72	3	0	0	0	75
	2021	75	0	0	0	4	71
	2022	71	4	0	1	0	74
Minnesota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Mississippi	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Missouri	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Montana	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nebraska	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	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	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Hampshire	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Jersey	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Mexico	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
New York	2020	40	2	0	0	0	42
	2021	42	1	0	0	0	43
	2022	43	0	0	0	1	42
North Carolina	2020	26	0	0	0	0	26
	2021	26	0	0	0	0	26
	2022	26	1	0	0	3	24
North Dakota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Ohio	2020	47	0	0	0	0	47
	2021	47	1	0	1	0	47
	2022	47	1	0	0	0	48
Oklahoma	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oregon	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Pennsylvania	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Rhode Island	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
South Carolina	2020	4	1	0	0	0	5
	2021	5	0	0	0	0	5
	2022	5	0	0	0	0	5
South Dakota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	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	2020	12	0	0	0	0	12
	2021	12	0	0	0	0	12
	2022	12	0	0	0	0	12
Texas	2020	69	0	0	0	0	69
	2021	69	0	0	0	0	69
	2022	69	0	0	0	0	69
Utah	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Vermont	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Virginia	2020	29	1	0	0	0	30
	2021	30	0	0	0	0	30
	2022	30	0	0	0	0	30
Washington	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
West Virginia	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wisconsin	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wyoming	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
District of Columbia	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
Total	2020	467	8	0	0	0	475
	2021	475	7	0	2	18	462
	2022	462	7	0	1	4	464

Table No. 5
Projected Openings as of December 27, 2022

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	5	0
Alaska	0	0	0
Arizona	0	2	0
Arkansas	0	5	0
California	0	12	2
Colorado	0	5	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	9	5
Georgia	0	3	2
Hawaii	0	0	0
Idaho	0	1	0
Illinois	0	10	0
Indiana	0	5	1
Iowa	0	3	0
Kansas	0	1	0
Kentucky	0	3	0
Louisiana	0	1	0
Maine	0	2	0
Maryland	0	1	0
Massachusetts	0	0	0
Michigan	0	9	3
Minnesota	0	5	0
Mississippi	0	1	0
Missouri	0	3	0
Montana	0	2	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	2	0
New Jersey	0	12	0
New Mexico	0	1	0
New York	0	25	2
North Carolina	0	5	3
North Dakota	0	0	0
Ohio	0	5	2
Oklahoma	0	2	0
Oregon	0	1	0
Pennsylvania	0	10	0
Rhode Island	0	0	0
South Carolina	0	3	0
South Dakota	0	0	0
Tennessee	0	4	1

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
Texas	0	11	3
Utah	0	5	0
Vermont	0	0	0
Virginia	0	5	2
Washington	0	1	0
West Virginia	0	2	0
Wisconsin	0	4	0
Wyoming	0	0	0
District of Columbia	0	0	1
Total	0	188	27

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 27, 2022.

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 27, 2022 or who had not communicated with us within 10 weeks of the issuance date of this disclosure document. Of the 60 franchisees listed in the closure/transferred section of Exhibit I, 8 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

Exhibit J contains the audited financial statements of Taco Bell Franchisor, LLC which comprise the balance sheets as of December 27, 2022 and December 28, 2021, and the related statements of income, member's equity, and cash flows for each of the years in the three-year period ended December 27, 2022, 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:	Market Build Out Agreement
Exhibit D:	Release
Exhibit E:	Relationship Agreement, Letter of Credit, and Guaranty
Exhibit F-1:	Development Services Agreement
Exhibit F-2:	Development Services Agreement for Cantina/Urban In-Line
Exhibit H:	Confidentiality Agreement
Exhibit K:	State Addenda to Franchise Agreement
Exhibit L:	Asset Purchase Agreement
Exhibit M:	Letter Agreement re Franchisor Guaranty of Financing (Qualified, Selected Applicants)
Exhibit N:	Guaranty by YUM of Financing (Qualified, Selected Applicants)

Item 23

RECEIPTS

Exhibit P 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
(360) 902-8760

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
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NEW YORK

Secretary of State of the State of New York
99 Washington Avenue
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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
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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
(360) 902-8760

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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Appendix I

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 or her 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 or her 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 or her 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 $5,000,000 annual aggregate
Products Liability	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 arm’s 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 (or any of its direct or indirect parent entities and/or affiliates) proposes to (or receives an offer from a third party to), in any manner whatsoever, transfer, sell, assign, convey, exchange or otherwise dispose of any interest (a) in or under this Agreement, and/or (b) in any of the Restaurant, land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement, in each case irrespective of whether any of the foregoing transactions are effected with or without consideration, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise (each such transaction in clauses (a) and (b), a “Transfer”), the Franchisee shall give at least ten (10) business days prior written notice thereof to the Company before the Franchisee discloses its decision to undertake any proposed Transfer to any third party (including any prospective purchaser). The Franchisee shall at no time offer to effectuate a Transfer (or enter into any agreement or contract to effectuate a Transfer) where such 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 right of first refusal with respect to any and all Transfers, which right of first refusal shall be unrestricted and absolute. Before consummating a Transfer to any third party, the Franchisee shall first (i) provide written notice to the Company, which notice shall constitute an offering of the proposed Transfer to the Company and (ii) submit a copy of the purchase agreement (which purchase agreement shall be signed by the parties, but expressly by its own terms shall be subject to the Company's right of first refusal) to the Company together with all ancillary and other documents relating to such proposed Transfer (including, but not limited to, any exhibits and/or disclosure schedules to the purchase agreement) and any other information requested by the Company, in each case at least thirty (30) days in advance of any proposed consummation or closing date of the proposed Transfer for the Company's review and evaluation. The Company may, in its sole discretion, disclose any documentation relating to a proposed Transfer to any third party.

The Company shall in all cases have thirty (30) days following the later of (1) the Company’s receipt of all Transfer documentation and any other information requested by the Company, and (2) any change in the terms or conditions of the Transfer, to consider and exercise (or assign to a third party for exercise) its right of first refusal, which exercise shall be effective by the Company’s delivery of written notice to the Franchisee. In all cases, the Company shall have not less than thirty (30) days after the exercise of the right of first refusal to consummate the transactions contemplated by the proposed Transfer. If the Company exercises its right of first refusal (or assigns such right to a third party), (a) the purchase agreement to be entered into between the Company (or its assignee) and the Franchisee shall be on substantially similar terms and conditions as the purchase agreement between the Franchisee and the third party purchaser and (b) neither the Company nor its assignee shall have any obligation to reimburse the Franchisee or any third party for any costs or expenses relating to the proposed Transfer giving rise to the right of first refusal, the Company’s review of the Transfer, or the exercise or assignment of its right of first refusal. In the event the consideration to the Franchisee under any such offer or contract with a third party is other than cash consideration and the Company elects to exercise or assign its right of first refusal, the Company or such assignee may, in its sole discretion, 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.

In the event that the Company exercises its right of first refusal (or assigns such right to a third party), the Franchisee acknowledges and agrees that it shall take all actions as may be reasonably necessary to consummate the sale to the Company (or its assignee) as contemplated by this Subsection 13.5, including, without limitation, entering into agreements and delivering certificates, instruments, consents and/or other documents as may be deemed necessary or appropriate.

13.6 The Company has the right to assign any and all of its rights, privileges and/or obligations 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 shall no longer have any obligation or liability (whether 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

Mark	Reg. No.	Reg. Date
Taco Bell (Class 42)	0,820,073	12/06/1966
Taco Bell within Tumbling Blocks (Class 42)	0,856,207	09/03/1968
Taco Bell (Class 30)	0,879,582	10/28/1969
Burrito Supreme (Class 29)	1,050,189	10/12/1976
Bell Design No. 2 (Class 42)	1,322,737	02/26/1985
Taco Bell and Bell Design No. 2 in 1984 Logo (Class 43)	1,322,738	02/26/1985
Taco Bell in 1984 Logo Distinctive Lettering (Class 42)	1,322,739	02/26/1985
Bell Design No. 2 in color (Class 42)	1,330,236	04/09/1985
Soft Taco Supreme (Class 30)	1,551,516	08/08/1989
MexiMelt (Class 30)	1,528,496	03/07/1989
The Bell (Class 42)	1,765,386	04/13/1993
Taco Bell (Class 30)	1,874,786	01/17/1995
Taco Supreme (Class 30)	1,920,011	09/19/1995
Taco Bell (Class 42)	1,924,335	10/03/1995
Bell Design No. 6 (Class 42)	2,006,124	10/08/1996
Soft Taco Supreme (Class 30)	2,031,945	01/21/1997
Double Decker (Class 30)	2,090,212	08/19/1997
Taco Bell and Bell Design No. 6 Logo No. 2 (Class 42)	2,105,501	10/14/1997
Taco Bell and Bell Design No. 6 Logo No. 1 (Class 29)	2,105,502	10/14/1997
Taco Bell (Class 30)	2,114,014	11/18/1997
Taco Bell and Design No. 7 (in color) (Class 30, 43)	2,816,454	02/24/2004
Double Decker (Class 30)	2,860,026	06/07/2004
Think Outside The Bun with Taco Bell and Bell Design No. 7 (Class 30, 43)	3,020,103	11/29/2005
Think Outside The Bun (Class 30, 43)	3,020,149	11/29/2005
Crunchwrap Supreme (Class 30)	3,102,200	06/06/2006
Crunchwrap (Class 30)	3,108,135	06/20/2006
Taco Bell (in color) (Class 43)	3,501,311	09/16/2008
Taco Bell (Class 36)	3,676,436	03/05/2009
Bell Design No. 6 (in color) (Class 43)	3,629,938	06/02/2009
Feed the Beat (Class 35,41)	3,735,825	01/12/2010
Bong (Sound Mark) (Class 43)	3,736,968	01/12/2010
Taco Bell & Bell Design No. 7 (Class 9)	4,102,936	02/21/2012
Happier Hour (Class 32)	4,238,926	02/21/2012
Live Más (Class 43)	4,243,633	11/13/2012
Bell Design with Mission Window (Class 43)	4,295,975	02/26/2013
Taco Bell & Bell Design #7 with Live Más Horizontal (Class 43)	4,382,469	08/13/2013
Loaded Grillers (Class 30)	4,468,046	01/14/2014
$1 Cravings Menu (Class 43)	4,465,403	01/14/2014
Happier Hour (Class 32)	4,651,267	12/09/2014
Bell Design No. 6 (Class 43)	4,682,267	02/03/2015
Taco Bell (Class 29, 30, 32 & 43)	4,780,421	07/28/2015
Taco Bell and Bell Design No. 7 (in Color) (Class 43)	4,873,041	12/22/2015
Quesalupa (Class 30)	5,037,135	09/06/2016
Live Más (with accent over “A”) (Class 25)	5,146,760	02/21/2017
Your Dream On Our Dime (Class 36)	5,128,967	08/11/2017
Taco Bell Cantina (Logo) (Class 43)	5,365,441	12/26/2017
Nachos BellGrande (Class 30)	5,437,137	04/03/2018
TACO BELL & Bell Design No. 8 in color (Class 43)	5,592,983	10/30/2018
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
Taco Bell (Class14,25)	6,082,094	06/16/2020
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
Bell Stop (Class 43)	6,328,911	04/20/2021
Taco Night (Class 29)	6,523,161	10/19/2021
Taco Bell (Class 21,25, 26, 28)	6,564,428	11/16/2021
Taco Bell Design #8 (Class 25)	6,815,211	08/09/2022
Cantina & Bell Design logo #8 (Class 43)	6,775,765	06/28/2022
Taco Bell (Class 18)	6,775,836	06/28/2022
Taco Bell Design #8 (Class 25)	6,815,211	08/09/2022
Taco Bell Design #8 (Class29, 30)	6,820,973	08/16/2022
Taco Bell Defy (Class 43)	6,848,455	09/13/2022

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
Popperpeño (class 29,30)	88601870	09/03/2019
Steak Firecracker Fries (Class 29)	88656080	10/16/2019
Crispy Tortilla Cheese Popper (Class 29)	88693971	11/15/2019
Live Más (Class 30, 32)	88802901	02/19/2020
Go Mobile (Class 9, 29, 30 & 43)	90144967	08/28/2020
Crispanada (Class 30)	90562532	03/05/2021
Taco Moon (Class 43)	90603856	03/25/2021
Enchirito (Class 30)	90660208	04/21/2021
Worth The Wake (Class43)	90660210	04/21/2021
Cravetarian (Class 29, 30, 43)	90664442	04/22/2021
Taco Lover's Pass (Class 9, 35)	90825313	07/13/2021
Mercury Retrogrande Nachos Box (Class 30)	90845896	07/23/2021
Go Mobile (Class 29, 30, 43)	90975931	08/28/2020
Ambition Accelerator (Class 35, 36)	97101966	11/01/2021
Taco Bell Design #8 (Class 29, 30)	97115292	11/09/2021
Drive-Thru Dialogues (Class 41)	97171518	12/14/2021
Taco Bell (Class 9, 35, 41, 42, 43)	97330037	03/25/2022
Taco Bell Design #8 (Class 9, 35, 41, 42, 43)	97330039	03/25/2022
Live Mas (with Accent over "A") (Class36)	97492976	07/07/2022
#ISEEATACO (Class43)	97493094	07/07/2022
Quesalupa (Class 30)	97539204	
Taco Bell (Class 41)	97541698	08/09/2022
The Bell Breakfast (Class 43)	97561160	08/23/2022
Bell Iced Coffee (Class 30)	97573257	08/31/2022
Live Mas Stylized (Class 30, 43)	97612764	09/29/2022
Fourthmeal (Class 43)	97634668	10/17/2022
Breeze Freeze (Class 32)	97694019	11/28/2022
The Bell Wisdom (Class 41)	97699733	12/01/2022
Taco Zone (Class 43)	97701895	12/02/2022
See A Goal, Score A Taco (Class 43)	97701928	12/02/2022
Cantina Street (Class 29, 30, 32, 43)	97715287	12/13/2022

UPDATED 1/19/2023

EXHIBIT B-1.5

KT SUCCESSOR
FRANCHISE AGREEMENT

TACO BELL FRANCHISOR, LLC
KT SUCCESSOR FRANCHISE AGREEMENT

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Appendix I

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 or her 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 or her 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 or her 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 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.

5.2 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.

(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 $5,000,000 annual aggregate
Products Liability	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 (or any of its direct or indirect parent entities and/or affiliates) proposes to (or receives an offer from a third party to), in any manner whatsoever, transfer, sell, assign, convey, exchange or otherwise dispose of any interest (a) in or under this Agreement, and/or (b) in any of the Restaurant, land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement, in each case irrespective of whether any of the

foregoing transactions are effected with or without consideration, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise (each such transaction in clauses (a) and (b), a "Transfer"), the Franchisee shall give at least ten (10) business days prior written notice thereof to the Company before the Franchisee discloses its decision to undertake any proposed Transfer to any third party (including any prospective purchaser). The Franchisee shall at no time offer (to effectuate a Transfer (or enter into any agreement or contract to effectuate a Transfer) where such 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 right of first refusal with respect to any and all Transfers, which right of first refusal shall be unrestricted and absolute. Before consummating a Transfer to any third party, the Franchisee shall first (i) provide written notice to the Company, which notice shall constitute an offering of the proposed Transfer to the Company and (ii) submit a copy of the purchase agreement (which purchase agreement shall be signed by the parties, but expressly by its own terms shall be subject to the Company's right of first refusal) to the Company together with all ancillary and other documents relating to such proposed Transfer (including, but not limited to, any exhibits and/or disclosure schedules to the purchase agreement) and any other information requested by the Company, in each case at least thirty (30) days in advance of any proposed consummation or closing date of the proposed Transfer for the Company's review and evaluation. The Company may, in its sole discretion, disclose any documentation relating to a proposed Transfer to any third party.

The Company shall in all cases have thirty (30) days following the later of (1) the Company's receipt of all Transfer documentation and any other information requested by the Company, and (2) any change in the terms or conditions of the Transfer, to consider and exercise (or assign to a third party for exercise) its right of first refusal, which exercise shall be effective by the Company's delivery of written notice to the Franchisee. In all cases, the Company shall have not less than thirty (30) days after the exercise of the right of first refusal to consummate the transactions contemplated by the proposed Transfer. If the Company exercises its full right of first refusal (or assigns such right to a third party), (a) the purchase agreement to be entered into between the Company (or its assignee) and the Franchisee shall be on substantially similar terms and conditions as the purchase agreement between the Franchisee and the third party purchaser and (b) neither the Company nor its assignee shall have any obligation to reimburse the Franchisee or any third party for any costs or expenses relating to the proposed Transfer giving rise to the right of first refusal, the Company's review of the Transfer, or the exercise or assignment of its right of first refusal.

If, on the other hand, the Company opts to exercise its partial first right of refusal with respect to one or more but not all 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 any and all of its rights, privileges and/or obligations 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 shall no longer have any obligation or liability (whether 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

Mark	Reg. No.	Reg. Date
Taco Bell (Class 42)	0,820,073	12/06/1966
Taco Bell within Tumbling Blocks (Class 42)	0,856,207	09/03/1968
Taco Bell (Class 30)	0,879,582	10/28/1969
Burrito Supreme (Class 29)	1,050,189	10/12/1976
Bell Design No. 2 (Class 42)	1,322,737	02/26/1985
Taco Bell and Bell Design No. 2 in 1984 Logo (Class 43)	1,322,738	02/26/1985
Taco Bell in 1984 Logo Distinctive Lettering (Class 42)	1,322,739	02/26/1985
Bell Design No. 2 in color (Class 42)	1,330,236	04/09/1985
Soft Taco Supreme (Class 30)	1,551,516	08/08/1989
MexiMelt (Class 30)	1,528,496	03/07/1989
The Bell (Class 42)	1,765,386	04/13/1993
Taco Bell (Class 30)	1,874,786	01/17/1995
Taco Supreme (Class 30)	1,920,011	09/19/1995
Taco Bell (Class 42)	1,924,335	10/03/1995
Bell Design No. 6 (Class 42)	2,006,124	10/08/1996
Soft Taco Supreme (Class 30)	2,031,945	01/21/1997
Double Decker (Class 30)	2,090,212	08/19/1997
Taco Bell and Bell Design No. 6 Logo No. 2 (Class 42)	2,105,501	10/14/1997
Taco Bell and Bell Design No. 6 Logo No. 1 (Class 29)	2,105,502	10/14/1997
Taco Bell (Class 30)	2,114,014	11/18/1997
Taco Bell and Design No. 7 (in color) (Class 30, 43)	2,816,454	02/24/2004
Double Decker (Class 30)	2,860,026	06/07/2004
Think Outside The Bun with Taco Bell and Bell Design No. 7 (Class 30, 43)	3,020,103	11/29/2005
Think Outside The Bun (Class 30, 43)	3,020,149	11/29/2005
Crunchwrap Supreme (Class 30)	3,102,200	06/06/2006
Crunchwrap (Class 30)	3,108,135	06/20/2006
Taco Bell (in color) (Class 43)	3,501,311	09/16/2008
Taco Bell (Class 36)	3,676,436	03/05/2009
Bell Design No. 6 (in color) (Class 43)	3,629,938	06/02/2009
Feed the Beat (Class 35,41)	3,735,825	01/12/2010
Bong (Sound Mark) (Class 43)	3,736,968	01/12/2010
Taco Bell & Bell Design No. 7 (Class 9)	4,102,936	02/21/2012
Happier Hour (Class 32)	4,238,926	02/21/2012
Live Más (Class 43)	4,243,633	11/13/2012
Bell Design with Mission Window (Class 43)	4,295,975	02/26/2013
Taco Bell & Bell Design #7 with Live Más Horizontal (Class 43)	4,382,469	08/13/2013
Loaded Grillers (Class 30)	4,468,046	01/14/2014
$1 Cravings Menu (Class 43)	4,465,403	01/14/2014
Happier Hour (Class 32)	4,651,267	12/09/2014
Bell Design No. 6 (Class 43)	4,682,267	02/03/2015
Taco Bell (Class 29, 30, 32 & 43)	4,780,421	07/28/2015
Taco Bell and Bell Design No. 7 (in Color) (Class 43)	4,873,041	12/22/2015
Quesalupa (Class 30)	5,037,135	09/06/2016
Live Más (with accent over “A”) (Class 25)	5,146,760	02/21/2017
Your Dream On Our Dime (Class 36)	5,128,967	08/11/2017
Taco Bell Cantina (Logo) (Class 43)	5,365,441	12/26/2017
Nachos BellGrande (Class 30)	5,437,137	04/03/2018
TACO BELL & Bell Design No. 8 in color (Class 43)	5,592,983	10/30/2018
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

Taco Bell (Class14,25)	6,082,094	06/16/2020
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
Bell Stop (Class 43)	6,328,911	04/20/2021
Taco Night (Class 29)	6,523,161	10/19/2021
Taco Bell (Class 21,25, 26, 28)	6,564,428	11/16/2021
Taco Bell Design #8 (Class 25)	6,815,211	08/09/2022
Cantina & Bell Design logo #8 (Class 43)	6,775,765	06/28/2022
Taco Bell (Class 18)	6,775,836	06/28/2022
Taco Bell Design #8 (Class 25)	6,815,211	08/09/2022
Taco Bell Design #8 (Class29, 30)	6,820,973	08/16/2022
Taco Bell Defy (Class 43)	6,848,455	09/13/2022

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
Popperpeño (class 29,30)	88601870	09/03/2019
Steak Firecracker Fries (Class 29)	88656080	10/16/2019
Crispy Tortilla Cheese Popper (Class 29)	88693971	11/15/2019
Live Más (Class 30, 32)	88802901	02/19/2020
Go Mobile (Class 9, 29, 30 & 43)	90144967	08/28/2020
Crispanada (Class 30)	90562532	03/05/2021
Taco Moon (Class 43)	90603856	03/25/2021
Enchirito (Class 30)	90660208	04/21/2021
Worth The Wake (Class43)	90660210	04/21/2021
Cravetarian (Class 29, 30, 43)	90664442	04/22/2021
Taco Lover's Pass (Class 9, 35)	90825313	07/13/2021
Mercury Retrogrande Nachos Box (Class 30)	90845896	07/23/2021
Go Mobile (Class 29, 30, 43)	90975931	08/28/2020
Ambition Accelerator (Class 35, 36)	97101966	11/01/2021
Taco Bell Design #8 (Class 29, 30)	97115292	11/09/2021
Drive-Thru Dialogues (Class 41)	97171518	12/14/2021
Taco Bell (Class 9, 35, 41, 42, 43)	97330037	03/25/2022
Taco Bell Design #8 (Class 9, 35, 41, 42, 43)	97330039	03/25/2022
Live Mas (with Accent over "A") (Class36)	97492976	07/07/2022
#ISEEATACO (Class43)	97493094	07/07/2022
Quesalupa (Class 30)	97539204	
Taco Bell (Class 41)	97541698	08/09/2022
The Bell Breakfast (Class 43)	97561160	08/23/2022
Bell Iced Coffee (Class 30)	97573257	08/31/2022
Live Mas Stylized (Class 30, 43)	97612764	09/29/2022
Fourthmeal (Class 43)	97634668	10/17/2022
Breeze Freeze (Class 32)	97694019	11/28/2022
The Bell Wisdom (Class 41)	97699733	12/01/2022
Taco Zone (Class 43)	97701895	12/02/2022
See A Goal, Score A Taco (Class 43)	97701928	12/02/2022
Cantina Street (Class 29, 30, 32, 43)	97715287	12/13/2022

UPDATED 1/19/2023

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):

Unit No.	Address

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. This release does not apply to 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: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	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 ½ 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 ½ 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

MARKET BUILD OUT AGREEMENT

MARKET BUILD OUT AGREEMENT

This Market Build Out Agreement (the "Agreement") is made and entered into on _____ (the "Effective Date"), by and between _____, a _____ ("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] _____ ("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 and include any purchased restaurant that was registered by a prior franchisee prior to your purchase, even if such restaurant opens during the term of this Agreement.

   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. "Force Majeure Event" shall mean any of the following events to the extent any such event (alone or in the aggregate) has a material adverse effect on the operations or financial condition of Franchisee or, in the case of the development of a Cumulative Net New Restaurant, the development of such Restaurant, and in each case is beyond Franchisee's reasonable control, is unforeseen and could not have been reasonably planned for, prevents Franchisee's performance or the development of such Cumulative Net New Restaurant for a continuous period of thirty (30) days and such non-performance could not have been avoided with the reasonable care of Franchisee: (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) governmental order, mandate, regulation or law, (v) embargoes or blockades, (vi) national or regional emergency, (vii) strikes or labor stoppages, (viii) epidemics and pandemics or (ix) any event caused by Taco Bell or its affiliate(s) that materially and adversely affects a significant number of Taco Bell franchisees, including Franchisee; provided that none of the following events shall constitute a Force Majeure Event: (1) any current or foreseeable event in connection with an epidemic or pandemic (including the COVID-19 pandemic), (2) any current or foreseeable supply chain issue, including the delay or unavailability thereof or (3) a flood, fire, explosion or similar event that does not affect the development of such Cumulative Net New Restaurant.

F. "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.

G. "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 groundbreak. 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.

      Notwithstanding the foregoing, Franchisee will not be liable to Taco Bell for any Period Sum to the extent that Franchisee's failure to meet the development schedule for any Cumulative Net New Restaurant resulted directly from a Force Majeure Event provided that (i) any delay resulting from a Force Majeure Event shall extend performance, and suspend Franchisee's payment of any Period Sum, only so long as, and to the extent that, Franchisee's performance is prevented by such Force Majeure Event, provided that any such extension of performance shall not exceed [six (6)] months for any given New Restaurant, (ii) Franchisee shall (a) promptly (and in any event within five (5) days) notify Taco Bell in writing of the nature and extent of the circumstances of the Force Majeure

Event, which notice shall contain a reasonably detailed description of the Force Majeure Event and the impact, issues and/or destruction that such event has caused, and (b) forthwith use commercially reasonable efforts to establish and implement a plan that minimizes the disruption of such Force Majeure Event to Franchisee and to remedy the situation and remove the cause of Franchisee's inability to perform as soon as reasonably practicable under the circumstances and (iii) the foregoing shall not limit any other remedy available to Taco Bell relating to a breach by Franchisee of this Agreement or the Franchise Agreements. Franchisee shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of any Force Majeure Event.

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]

By: _____

Title: _____

Date: _____

TACO BELL FRANCHISOR, LLC

By: _____

Title: _____

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:

Development Territory #1:

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 waives, 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 any or all of the undersigned now have 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. This Release does not apply to 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, each of 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[1]

THIS RELATIONSHIP AGREEMENT (this "**Agreement**") is made and entered into as of [●], 202__, by and among:

the following persons and entities ("**Obligors**"): _____; and

Taco Bell Franchisor, LLC, a Delaware limited liability company ("**Franchisor**"), having its principal place of business at 1 Glen Bell Way, Irvine, California 92618.

RECITALS

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 (as such terms are defined below) to operate Taco Bell branded restaurants at various locations (the "**Restaurants**"); and

WHEREAS, each of the Obligors agrees 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, 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:

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 a material portion of the assets of such entity.

B. "**Confidential Information**" means the Manual and all information concerning the business, operations, finances, trademarks, system, or franchise enterprise of Franchisor that Franchisee obtains from any source (including, without limitation,

the operation of the Restaurants) 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. For the avoidance of doubt, the Manual also includes the information, policies, procedures, standards, and other materials currently housed in the My Taco Bell online database.

D. ["**Permitted Franchisee Indebtedness**" means indebtedness for borrowed money of Franchisee incurred under credit agreement(s) entered into in connection with the closing of the transactions contemplated by the [Purchase Agreement] and approved by Franchisor in writing prior to the date hereof.]

E. "**Principal Operator**" means the most senior person in the franchise organization(s) who is responsible and accountable for, involved in, and familiar with the day to day operations of Franchisee's Taco Bell branded business. A Principal Operator shall have authority to receive communications from and communicate with Franchisor regarding operations matters on behalf of Franchisee. A Principal Operator is required to attend such operations and other training, and maintain such operations or training certifications, as Franchisor may specify from time-to-time. The Principal Operator with respect to Franchisee as of the date hereof is [●].

F. "**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.

G. "**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 each Franchise Agreement;

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 any Franchise Agreement; 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 a Restaurant's premises, or under or in connection with any trademark or service mark other than the Trademarks, in each case without Franchisor's prior written approval;

5. speak or make statements, whether public or private, on behalf of the Franchisor or any affiliate of Franchisor, or the Taco Bell brand or Franchise System, in each case 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 any Franchise Agreement without Franchisor's prior written approval;

8. during the term of this Agreement and for the period set forth in Section III(A), directly or indirectly engage in, acquire any financial, beneficial or equity interest in, or perform any services (including consulting or advisory services) for any Quick-Service Restaurant Business, any Mexican Casual Dining Business or any Mexican Quick Casual Dining Business, in each case 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 or any affiliate 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**"); and

9. directly or indirectly, take or permit any direct or indirect parent, subsidiary or other entity identified on Schedule 1 to take, any action with the intent or effect of avoiding or otherwise circumventing any provision of this Agreement or the intent of the parties to this Agreement.

C. **No Change in Corporate Structure:** Each Obligor represents and warrants to Franchisor that Schedule 1 (Organizational Chart) to this Agreement is a true and correct illustration of Franchisee's corporate structure and sets forth all of the direct and indirect parent and subsidiary companies (or other entities) of Franchisee [and Holdings] and, with respect to each Obligor and other such entity, all individuals and/or entities that control (directly or indirectly) such Obligor or such other entity. 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 or Grant of Lien:** 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 holders of the direct and indirect equity interests in Franchisee and each Obligor that is an entity (and/or such other entity in Franchisee's corporate structure required to be illustrated in Schedule 1) on the date of this Agreement. Each Obligor agrees not to cause or permit the sale, gift, pledge 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 or any Restaurant (or substantially all of the assets comprising any Restaurant); provided that, without limiting the generality of the provisions set forth in Section II(C) and this Section II(D), (i) [Insert applicable Obligors] 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 (ii) the Obligors may grant security interests in the assets comprising any Restaurant (other than any Franchise Agreement) to a lender pursuant to the Permitted Franchisee Indebtedness. The parties hereto agree that notwithstanding anything in this Agreement to the contrary, no grant of security interest in a Franchise Agreement or this Agreement shall be assignable or is capable of being encumbered to secure obligations under the Permitted Franchisee Indebtedness or any other indebtedness of the Obligors; it being expressly understood and agreed that any lien or encumbrance on any Franchise Agreement or this Agreement constitutes a default under this Agreement. For the avoidance of doubt, Franchisor's approval of the Permitted Franchisee Indebtedness shall in no way be deemed approval of any such grant of lien or encumbrance.

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), or any successor or similar list maintained by the U.S. Department of Commerce or Treasury, (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 ten percent (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 Obligor.

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 each Obligor's obligations hereunder apply to all Restaurants that Franchisee owns or operates, or in which any [Holdings] 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 any of 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 Obligors 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, and that it has caused Franchisee to deliver to Franchisor a true, correct and complete copy of the same. 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. If such consent is granted, the Obligors shall submit copies of such amended or modified organizational documents to Franchisor promptly after the amendment or modification becomes effective.

J. **Letter of Credit:** Franchisor acknowledges that Franchisee has delivered to Franchisor 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 B attached hereto. The Letter of Credit shall (1) name Franchisor as a beneficiary, (2) expressly allow Franchisor 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 Franchisor is entitled to draw thereunder, and (3) otherwise be in form and substance satisfactory to Franchisor as determined by Franchisor in its sole discretion. The Letter of Credit shall provide that, if any franchise fees, marketing fees, royalties or other financial obligations (including any indemnification obligations) due from Franchisee to Franchisor or its affiliate or designee are or become in arrears, Franchisor 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 Franchisor shall promptly refund or otherwise credit to the account of Franchisee any overages). Nothing herein shall prevent Franchisor 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 B, Obligors shall immediately 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 Franchisor as determined by Franchisor in its sole discretion, and if no such substitute letter of credit is provided prior to the date that is ten (10) business days prior to the expiration of an existing letter of credit,

Franchisor may fully draw upon such existing letter of credit and in its sole discretion apply such amounts drawn to amounts due to Franchisor or its affiliates or hold such amounts (or any portion thereof) until a substitute letter of credit has been provided as contemplated hereby.

K. **Breach of Franchise Agreements:** Each Obligor acknowledges and agrees that any breach of any obligation stated in this Section II shall be a fundamental default in the Franchise Agreements entitling Franchisor to terminate such Franchise Agreements immediately upon notice (following the expiration of any applicable cure period). In addition, each Obligor and Franchisee acknowledges and agrees that any breach of any obligation stated in any Franchise Agreement (or any other default event described in the terms thereof) by Franchisee, and any default or breach by Franchisee, any of Franchisee's affiliates or any Obligor of any lease or other agreement to which Franchisor or its affiliate is a party relating to Franchisee, its business or a Restaurant (in each case beyond any cure period provided for therein), shall be deemed a breach of this Agreement (including, but not limited to, a breach of any remodel obligation set forth in any Franchise Agreement and/or any obligation with respect to net new restaurant growth set forth in any Market Build Out Agreement). If the nature of the default or breach under any such agreement would have permitted Franchisor to terminate the Franchise Agreement(s) if the default had occurred under the Franchise Agreement(s), then Franchisor shall have the right to terminate this Agreement, any or all Franchise Agreement(s) and all such other agreements in the same manner provided for in the Franchise Agreement(s) for termination 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 Franchisor'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 Franchisor's then current standard criteria (the "**Criteria**") for approval, Franchisor (in addition to all of its other remedies under this Agreement, the Franchise Agreements, at law and in equity) or any party designated by Franchisor shall have the option (the "**Option**"), at Franchisor'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 C) 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 Franchisor are unable to agree to terms for such purchase within ninety (90) days of Franchisor's exercise of its Option, then Franchisor may (in its sole discretion) rescind its exercise of the Option or require that the purchase occur as set forth in Exhibit C 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 Franchisor 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 Franchisor.

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. Each Obligor understands and acknowledges that any acquisition of an existing Taco Bell branded restaurant shall be subject to the prior written approval of Franchisor, which may be granted or withheld in Franchisor's sole discretion. Except with the prior written approval of Franchisor (which may be granted or withheld in Franchisor's sole discretion), each Obligor covenants that 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. In addition, each Obligor agrees, in connection with any discussion 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).

N. [2][**System**. Each Obligor represents to Franchisor 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 Franchisor 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**: Any person who is appointed to the board of directors or board of managers (or similar governing body or advisory board), as applicable, of [each Obligor that is an entity][3] (any such person, a "**Board Member**") shall abide by the following conditions: each Board Member shall (i) enter into confidentiality agreement(s) with Franchisor on the then-current standard form used by Franchisor,

[2] Note: To be deleted if the Restaurants already participate in the e-Restaurant program.
[3] Note: If there are parent entities that this provision should not apply to, change bracketed language to "Holdings, [intermediate subsidiaries under Holdings], and/or Franchisee"

(ii) be a reputable person in good business standing, (iii) satisfy the non-competition provisions set forth in Section II(B)(8) as if such person were a party hereto at the time such person is appointed to as a Board Member, and continue to satisfy such provisions throughout the time such person is a Board Member, and (iv) have never been convicted of a felony or fraud or any other crime of moral turpitude or a person that a U.S. person is generally restricted from doing business with under federal or state law (including, without limitation, laws relating to OFAC and money laundering), and in each case of clauses (i) through (iv) above, a member of senior management of Franchisee or an officer of Holdings provides a certificate setting forth such facts and provides Franchisor with the documents referred to in clause (i) above. The appointment of any Board Member in violation of this Section II(O) (or the continuation of such person serving as a Board Member subsequent to such circumstance occurring) shall constitute a breach under each of the Franchise Agreements without a right to cure, which shall entitle Franchisor to automatically terminate all Franchise Agreements.

P. **Indebtedness**: Each Obligor agrees that:

1. it shall not permit Holdings, [any intermediate subsidiary under Holdings], Franchisee or any other entity Obligor or entity with respect to which any direct or indirect interest in Franchisee and its assets and business comprise ten percent (10%) or more of such Obligor's or other entity's assets to (i) incur indebtedness for borrowed money other than with respect to Permitted Franchisee Indebtedness, (ii) guarantee any indebtedness for money borrowed of any person or entity other than a majority-owned subsidiary or (iii) refinance (or otherwise modify the repayment terms of) any portion of the Permitted Franchisee Indebtedness or any other indebtedness that Franchisor approves pursuant to this Section II(P)(1), without in each case obtaining the prior written consent of Franchisor. It is expressly understood and agreed by the Obligors and Franchisor that the requirements of this Section II(P)(1) are in addition to any restrictions set forth in the Franchise Agreements;

2. in the event that Franchisee or any other entity Obligor obtains any institutional term loan (such as a term loan B) or other non-traditional financing (whether or not such debt is Permitted Franchisee Indebtedness or was otherwise approved by Franchisor) that requires the dissemination of any financial or other information regarding the business of Franchisee to multiple lenders or other parties, the Obligors shall not permit such dissemination (including any filing with the Securities and Exchange Commission (or other governmental authority) or other report to multiple persons that includes any portion of such information) until subsequent to the public reporting by Yum! Brands, Inc. of financial information for the same reporting period(s); and

3. Franchisor shall have the right to contact and discuss the financial condition of Franchisee with any of its lenders and/or other creditors, whether as part of a proposed financial restructuring of Franchisee or otherwise.

Q. **Financial Covenants**:

1. Each Obligor agrees to cause Franchisee to maintain, at all times during the term of this Agreement, a (i) Rent Adjusted Leverage Ratio (according to the calculation set forth on Exhibit B) equal to or less than 6.00, provided that any revolving credit facility will not be taken into account in the calculation of the Rent Adjusted Leverage Ratio except to the extent of any amount actually drawn upon such revolving credit facility (the "RAL Financial Covenant"); and (ii) Fixed Charge Coverage Ratio (according to the calculation set forth on Exhibit B) equal to or more than 1.10 (the "FCCR Financial Covenant" and, together with the RAL Financial Covenant, the "Financial Covenants").

2. Each Obligor agrees that, without Franchisor's written approval, which approval shall be in the sole discretion of Franchisor, [such Obligor][4] will not make, declare, authorize or pay any dividend, distribution or partnership income to any person unless Franchisee is in compliance with (i) the RAL Financial Covenant; and (ii) the FCCR Financial Covenant.

3. Each Obligor agrees that the violation of any Financial Covenant will constitute a breach of this Agreement under Section II(K) and, if any such violation occurs during any fiscal quarter during the term of this Agreement, Franchisee (or an Obligor on behalf of Franchisee) shall provide written notice thereof to Franchisor promptly (and in any event within five (5) business days) following the quarterly financial statements for the applicable fiscal quarter in which the violation occurs becoming available (which notice to Franchisor shall contain relevant financial information and other supporting documentation of Franchisee).

4. Notwithstanding anything set forth in Section II(Q)(3) to the contrary, Obligors and Franchisee shall not be in breach of this Agreement under Section II(K) (and the required Letter of Credit Amount shall not be subject to adjustment in connection with a Financial Covenant violation) if, prior to the expiration of the date that is thirty (30) days after Franchisee provides the written notice to Franchisor described in Section II(Q)(3) (such 30-day period, the "FC Cure Period"), Franchisee (or any Obligor) cures the applicable violation of any Financial Covenant in accordance with the following:

   (a) Franchisee (or any Obligor) may elect to cure a violation of a Financial Covenant by (i) making a cash contribution to Franchisee (any such contribution, a "Cash Contribution"), which Cash Contribution shall be counted as an addback towards EBITDA in accordance with the calculations of Rent Adjusted Leverage Ratio

[4] Note: If there are parent entities that this provision should not apply to, change bracketed language to "none of Holdings, [intermediate subsidiaries under Holdings], or Franchisee"

and Fixed Charge Coverage Ratio (in each case as set forth on Exhibit B), or (ii) making a Debt Payoff (as defined below), and, as a result of such Cash Contribution (or such Debt Payoff), Franchisee becomes compliant with the Financial Covenants; provided that a Cash Contribution may only cure such a violation (A) a maximum of two (2) times during any rolling thirty-six (36) month period throughout the term of this Agreement and (B) if the Rent Adjusted Leverage Ratio is equal to or less than 6.50 immediately prior to such Cash Contribution. If a Cash Contribution has already been made two (2) times during any rolling thirty-six (36) month period and Franchisee violates a Financial Covenant a third time (or for any subsequent violation thereafter) during such period (or if the Rent Adjusted Leverage Ratio is greater than 6.50 at any time), Franchisee may only cure such violation by making a Debt Payoff. By way of illustration, if Franchisee violates a Financial Covenant a first time in Q2 of 2023 and cures such initial violation by making a Cash Contribution, Franchisee may make a second Cash Contribution to cure a second violation that occurs in Q3 of 2025. However, if a third violation occurs in Q1 of 2026 (*i.e.*, thirty three (33) months after the first violation), Franchisee may not cure such third violation by making a Cash Contribution and, instead, may only cure such violation by making a Debt Payoff.

(b) In the event that (i) any subsequent violation of a Financial Covenant occurs after Franchisee (or any Obligor) has made two (2) Cash Contributions to cure prior violations during a rolling thirty-six (36) month period or (ii) the Rent Adjusted Leverage Ratio is greater than 6.50 at any time, in each case Franchisee (or any Obligor) may elect to cure such violation by paying off a portion of the Permitted Franchisee Indebtedness (together with any other indebtedness that Franchisor approves pursuant to this Agreement) to the extent that Franchisee becomes compliant with the Financial Covenants (any such payoff, a "Debt Payoff").

(c) If Franchisee (or any Obligor) adequately cures the applicable violation of any Financial Covenant in accordance with this Section II(Q)(4) prior to the expiration of the FC Cure Period, Obligors shall provide reasonably detailed written notice of any such cure (and provide reasonably acceptable supporting evidence) to Franchisor.

For the avoidance of doubt, if Franchisee (or any Obligor) fails to cure the applicable violation of any Financial Covenant in accordance with this Section II(Q)(4) prior to the expiration of the applicable FC Cure Period, (1) Obligors and Franchisee shall be deemed to be in breach of this Agreement under Section II(K) and (2) the required Letter of Credit Amount shall be subject to adjustment in accordance with Exhibit B.

5. Notwithstanding anything set forth in Section II(Q)(3) to the contrary, Obligors and Franchisee shall not be deemed to be in breach of this Agreement under Section II(K) (and the required Letter of Credit Amount shall not be subject to adjustment in connection with a Financial Covenant violation) if a violation of any Financial Covenant occurs and (A) Franchisee or any Obligor provides written notice thereof to Franchisor promptly (and in any event within five (5) business days) following financial statements for the reporting period in which the violation occurs becoming available (which notice to Franchisor shall contain relevant financial information and other supporting documentation of Franchisee) and (B) such violation is caused by a System Adverse Event and is not within Franchisee's reasonable control, then Obligors shall have ninety (90) days from the date of such System Adverse Event or other circumstance or occurrence (such 90-day period, the "SAE Cure Period") to cure such violation and shall provide reasonably detailed written notice of any such cure (and provide reasonably acceptable supporting evidence) to Franchisor; provided that in no event shall the cure right in the immediately preceding sentence apply if Franchisee's Rent Adjusted Leverage Ratio exceeds 5.25 on a pre-distribution basis. For the avoidance of doubt, if a System Adverse Event occurs and Franchisee (or any Obligor) fails to cure the applicable violation of any Financial Covenant in accordance with this Section II(Q)(5) prior to the expiration of the applicable SAE Cure Period, (1) Obligors and Franchisee shall be deemed to be in breach of this Agreement under Section II(K) and (2) the required Letter of Credit Amount shall be subject to adjustment in accordance with Exhibit B.

6. Each Obligor agrees that any distributions, dividends or other income received in violation of this Agreement shall be received in trust for the sole benefit of Franchisor, and shall be promptly paid over and submitted to Franchisor, which distributions, dividends or other income shall be applied to any amounts due (whether past due, currently due or due in the future) from Franchisee.

For purposes of this Agreement, "**System Adverse Event**" means any event or occurrence or combination of events or occurrences caused by Franchisor or its affiliate(s) that has a material adverse economic effect (such as a material adverse economic effect on EBITDA) on a significant number of Taco Bell franchisees, including Franchisee. For the avoidance of doubt, a System Adverse Event must be caused by Franchisor or its affiliate(s) and none of the following (and no effect arising out of or resulting from any of the following) shall, either alone or in combination, constitute or be taken into account in determining whether a System Adverse Effect has occurred: (a) general economic, business, political, industry, trade or credit, financial or capital market conditions (whether in the United States or internationally), including any conditions affecting generally the industries or markets in which Franchisee or any Obligor operates; (b) earthquakes, tornados, hurricanes, floods, acts of God and other force majeure events; (c) disease outbreaks, epidemics and pandemics (including the COVID-19 pandemic); (d)

acts of war, civil unrest, terrorism and military actions; (e) any changes in general legal, regulatory, trade or political conditions; and (f) strikes, slowdowns or work stoppages.

R. **Guaranty**: Each of [Insert applicable Obligors][5] shall execute and deliver to Franchisor the Guaranty in the form attached as Exhibit A hereto.

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 companies or (2) a breach or default in this Agreement, a Franchise Agreement or any guaranty in support of this Agreement or a Franchise Agreement occurs on or prior to such one year anniversary and continues thereafter, in which case the effectiveness of this Agreement shall be extended until all such breaches and 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 Franchisee (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 Franchisee 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 Franchisee to any federal or state agency or instrumentality in connection therewith, and each of the parties shall promptly inform 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 (Notice Addresses) (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.

[5] Note: Guarantors generally should be the following Obligors: the Individuals, the management entity, Holdings, and any intermediate subsidiaries between Holdings and Franchisee.

B. This Agreement will inure 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 any 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 if 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 IV(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 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. Franchisor may elect (in its sole discretion) to set off the due and payable obligations of Franchisee or any Obligor pursuant to this Agreement, any Franchise Agreement or any Guaranty against any payment obligations that Franchisor may have in favor of Franchisee or any Obligor, whether relating to any of the Restaurants or otherwise.

I. 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 Franchisor and shall continue in full force and effect.

J. Each of this Agreement and the Guaranty may be executed in counterparts (including using any electronic signature covered by the United States ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com), and such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart, including those delivered in electronic format, and copies produced therefrom shall have the same effect as an originally signed counterpart. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement and/or the Guaranty, shall be disregarded in determining a party's intent or the effectiveness of such signature. No party shall raise the use the delivery of signatures to this Agreement and/or the Guaranty in electronic format as a defense to the formation of a contract.

[*Signature Pages Follow*.]

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

OBLIGORS:

[●]

By:_____
Name:
Title:

AGREED AND ACKNOWLEDGED

FRANCHISOR:

TACO BELL FRANCHISOR, LLC
A Delaware limited liability company

By:_____
Name:
Title:

FRANCHISEE:

[●]

By:_____
Name:
Title:

EXHIBIT A

GUARANTY

THIS GUARANTY (this "**Guaranty**") is dated as of [●], 202__, by and among:

the following persons and entities ("**Guarantors**"):[6]
_____; and

Taco Bell Franchisor, LLC, a Delaware limited liability company ("**Franchisor**"), having its principal place of business at 1 Glen Bell Way, Irvine, California 92618. All initially-capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Relationship Agreement (defined below).

WHEREAS, each Guarantor owns or holds some interest (directly or indirectly) or performs some role or function in **[Name of Franchisee]** ("**Franchisee**"), and wants 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, 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, Guarantors and certain other parties named therein have entered into a certain Relationship Agreement, dated as of the date hereof (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, 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,

[6] Note: Guarantors generally should be the following Obligors: the Individuals, the management entity, Holdings, and any intermediate subsidiaries between Holdings and Franchisee.

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 Section I(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 each Guarantor waives 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, amendment or waiver of or any consent to depart from any of the terms of the Franchise Agreement(s) or obligations arising thereunder;

(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.

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 occurs on or prior to such one year anniversary in which case the effectiveness of this Guaranty with respect to such Guarantor shall continue until all such breaches and 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, its 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 Guaranty 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*]

GUARANTORS:

[●]

By:_____
Name:
Title:

EXHIBIT B

LETTER OF CREDIT PROVISIONS

With respect to the fiscal quarter during which this Agreement is executed 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 Franchisor on a quarterly basis, no later than forty-five (45) days following the end of each such fiscal quarter, together with a statement of Rent Adjusted Leverage Ratio and Fixed Charge Coverage Ratio for such period as set forth below. Such quarterly financial statements shall be prepared in accordance with U.S. GAAP and present activity for the preceding thirteen (13) accounting periods. Obligors shall also submit consolidated financial statements of Franchisee to Franchisor on an annual basis, beginning with consolidated financial statements for the fiscal year during which this Agreement is executed, 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, Franchisor 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 B.

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

Rent Adjusted Leverage Ratio	**Required Letter of Credit Amount**
<=5.25	6 months royalties and NAFA
>5.25, <=6.00	9 months royalties and NAFA
>6.00	12 months royalties and NAFA

Fixed Charge Coverage Ratio	**Required Letter of Credit Amount**
>=1.25	6 months royalties and NAFA
<1.25, >=1.10	9 months royalties and NAFA
<1.10	12 months royalties and NAFA

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 [12 months royalties and NAFA].

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 Franchisor consolidating such additional restaurant(s), and based on such pro forma quarterly financial statements, Franchisor 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 B and (C) if at any time Franchisee fails to make a timely payment to Franchisor 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 $[●].

Franchisor 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 Annualized Rent Expense – Excess Cash, *divided by* Annualized Earnings before Interest, Taxes, Depreciation, Amortization and Rent.

- Clarification of RAL Terms:

    - The term "Annualized" means EBITDAR (and any other applicable term) is projected for partial year performance for any Restaurants that were closed for reasons approved and permitted by Franchisor.

    - The term "Excess Cash" means, with respect to any accounting period, an amount equal to the Cash Amount *minus* the average daily current liabilities of Franchisee during the same accounting period *minus* the product of $30,000 *multiplied by* the number of Restaurants owned by Franchisee during the same accounting period.

    - The term "Cash Amount" means, with respect to any accounting period, an amount equal to the average daily amount of actual cash on the balance sheet of Franchisee during such period.

    - Franchisor will permit management fees to be added back to EBITDA up to the lesser amount of (i) $2,000,000 or (ii) two percent (2%) of EBITDA, but only if the Cash Amount for the applicable period exceeded the product of $30,000 *multiplied by* the number of Restaurants owned by Franchisee during the same period.

- After giving effect to the limited management fee add-back directly above (as applicable), Franchisor will permit LTM earnings to be calculated on a pre-distribution basis, but (i) only up to a cap of twenty five percent (25%) of EBITDA and (ii) only if the Cash Amount for the applicable period exceeded the product of $30,000 *multiplied by* the number of Restaurants owned by Franchisee during the same period.

- Notwithstanding the twenty five percent (25%) EBITDA cap directly above, Franchisee may provide written notice to Franchisor requesting Franchisor's prior written consent to permit LTM earnings to be calculated on a pre-distribution basis for distributions in excess of such cap. In addition to any other information that Franchisor reasonably requests, such notice shall contain all relevant financial information and other supporting documentation applicable to such request to permit the validation of the RAL and FCCR calculations. If each of the following conditions in clauses (i) through (iv) is satisfied, Franchisor agrees that it shall provide its prior written consent within thirty (30) days of each such condition being satisfied:

    (i) if either (a) (1) FCCR is equal to or greater than 1.25 on a post-distribution basis and (2) the Cash Amount for the applicable period exceeded the product of $30,000 *multiplied by* the number of Restaurants owned by Franchisee during the same period (provided that any distributions in excess of the amount that causes FCCR to equal 1.25 will be charged against EBITDA) or (b) (1) RAL is equal to or less than 5.25 on a pre-distribution basis, (2) FCCR is equal to or greater than 1.10 on a post-distribution basis and (3) the Cash Amount for the applicable period exceeded the product of $30,000 *multiplied by* the number of Restaurants owned by Franchisee during the same period;

    (ii) Franchisee has provided all applicable financial information and other supporting documentation to Franchisor, which information shall include, but not be limited to, (1) quarterly financial statements for the most recent quarter and (2) a financial forecast for the current quarter in which Franchisee is making such request;

    (iii) Franchisee's financial reporting of RAL and FCCR is in compliance with this Agreement; and

    (iv) Neither Franchisee nor any Obligor is in breach or default of this Agreement, any Franchise Agreement or any other agreement to which Franchisor (or its affiliate) is a party relating to Franchisee or any Restaurants.

- Franchisee may provide written notice to Franchisor requesting that Franchisor consent to a one-time add-back of non-operating expenses. In addition to any other information that Franchisor reasonably requests, such notice shall contain all

relevant financial information and other supporting documentation applicable to such request. Within thirty (30) days of Franchisor's receipt of all applicable financial information and other supporting documentation, Franchisor may (in Franchisor's sole discretion) provide its prior written consent permitting Franchisee's request.

- **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

- Clarification of FCCR Terms:

    - The term "Annualized" means EBITDAR (and any other applicable term) is projected for partial year performance for any Restaurants that were closed for reasons approved and permitted by Franchisor.

    - [The term "Scheduled Debt Amortization" means, for any period, the greater of (i) the actual principal amount of indebtedness for borrowed money that becomes due and payable during such period (exclusive of any such principal amount that becomes due and payable upon maturity (whether accelerated or otherwise) as part of a "bullet" payment obligation on indebtedness that is not fully amortizing) and (ii) the principal amount of indebtedness for borrowed money that would become due and payable during such period if such indebtedness was a term loan of equal initial principal amount and interest rate that fully amortizes over twelve (12) years.]

    - The term "Cash Amount" means, with respect to any accounting period, an amount equal to the average daily amount of actual cash on the balance sheet of Franchisee during such period.

    - Franchisor will permit management fees to be added back to EBITDA up to the lesser amount of (i) $2,000,000 or (ii) two percent (2%) of EBITDA, but only if the Cash Amount for the applicable period exceeded the product of $30,000 *multiplied by* the number of Restaurants owned by Franchisee during the same period.

    - Franchisee may provide written notice to Franchisor requesting that Franchisor consent to a one-time add-back of non-operating expenses. In addition to any other information that Franchisor reasonably requests, such notice shall contain all relevant financial information and other supporting documentation applicable to such request. Within thirty (30) days of Franchisor's receipt of all applicable financial information and other supporting documentation, Franchisor may (in Franchisor's sole discretion) provide its prior written consent permitting Franchisee's request.

EXHIBIT C

TACO BELL PURCHASE OPTION

If Taco Bell Franchisor, LLC, a Delaware limited liability company ("**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 C shall be final and binding upon the parties for all purposes of Section II(L) of the Relationship Agreement; provided, however, that upon 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).

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

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

If to the Obligors, addressed as follows:

[●]

with a copy to:

[●]

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 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 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 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 inverts 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) $25,000 plus the ADA Inspection fee described in section 6.12, upon execution of this Agreement and (b) except as otherwise provided herein, fees for Additional Services (if applicable) 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) $10,000 upon execution of this Agreement and (b) 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) $35,000 plus the ADA Inspection fee described in section 6.12 upon execution of this Agreement and (b) 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 _____	a Delaware limited liability company
By _____	By _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit A – Additional Services

No.	Description	Fee

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 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 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 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) $25,000 plus the ADA Inspection fee described in section 6.12, upon execution of this Agreement and (b) except as otherwise provided herein, fees for Additional Services (if applicable) 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) $10,000 upon execution of this Agreement and (b) 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) $35,000 plus the ADA Inspection fee described in section 6.12 upon execution of this Agreement and (b) 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 _____	a Delaware limited liability company
By _____	By _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit A – Additional Services

No.	Description	Fee

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**
Experiences National & Test	40
Training and Development	1600
Food Safety and Sanitation	265
Help	30
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
Covid-19	30

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

Restaurant Address 1	Address 2	City	St	Postal	Legal Entity	Telephone
6104 University Ave		San Diego	CA	92115	St. Mar Enterprises, Inc.	619/286-2756
1518 S San Gabriel		San Gabriel	CA	91776	J & S Food Sales, Inc.	626/280-3720
2204 N Garey		Pomona	CA	91767	Cotti Foods Corporation	909/392-9474
7847 E Mc Dowell Rd		Scottsdale	AZ	85257	Hot Tacos, Inc.	480/946-6449
9019 N 19th Ave.		Phoenix	AZ	85021	Gladden Enterprises, Inc.	602/944-8000
1115 N San Fernando Blvd		Burbank	CA	91504	Ashoori, Nader	747/261-0510
3101 E Thomas Rd		Phoenix	AZ	85016	Hot Tacos, Inc.	602/955-9740
16901 Hawthorne Blvd		Lawndale	CA	90260	Los Angeles West Taco, Inc.	310/542-2564
5958 Lankershim Blvd		North Hollywood	CA	91601	Tacos 2000, Inc.	818/452-0807
7192 Westminster Blvd		Westminster	CA	92683	Cotti Foods Corporation	714/893-0996
3517 W Glendale Ave		Phoenix	AZ	85051	Hot Tacos, Inc.	602/242-8730
3125 E Broadway		Long Beach	CA	90803	Alvarado Restaurant Group, LLC	562/438-7635
6800 Eastern Avenue		Bell Gardens	CA	90201	Cotti Foods Corporation	323/771-3883
631 10th Street		Marysville	CA	95901	Lyon, Gary	530/645-3408
2615 San Mateo NE		Albuquerque	NM	87110	Alvarado Concepts, LLC	505/883-8462
669 West 7th Ave		Eugene	OR	97402	Weber Coastal Bells Limited Partnership	541/344-6699
425 G Street		Davis	CA	95616	D. G. Smith Enterprises, Inc.	530/758-4172
421 E Yosemite Ave		Manteca	CA	95336	PRB Management, LLC	209/239-1329
4502 O Street		Lincoln	NE	68510	TB Of America, Inc.	402/476-2173
411 S Providence Rd		Columbia	MO	65203	Dunafon Enterprises, Inc.	573/443-7354
627 N Wilson Way		Stockton	CA	95205	PRB Management, LLC	209/466-1328
5856 Rivers Ave		North Charleston	SC	29406	J.E.M. Restaurant Group, Inc.	843/744-4563
2046 W Manchester Blvd		Los Angeles	CA	90047	Alvarado Restaurant Group, LLC	323/758-9181
3118 E 11th Street		Tulsa	OK	74104	K-Mac Enterprises, Inc.	918/592-0003
25120 Michigan		Dearborn	MI	48124	Sundance, Inc.	313/563-9299
635 San Pablo Ave		Albany	CA	94706	PRB Management, LLC	510/527-5090
850 North Ave		Grand Junction	CO	81501	ColCal Colorado, Inc.	970/243-1293
1725 N Oxnard Blvd		Oxnard	CA	93030	Taco Bucks, Inc.	805/983-6409
1365 S Park Victoria		Milpitas	CA	95035	Bellaco, Inc.	408/263-7833
6303 Platt Ave		Woodland Hills	CA	91367	Taco Management Solutions	818/348-3974
427 W Johnson Ave		Fond Du Lac	WI	54935	RAD, Inc.	920/923-5505
4318 Marconi Ave		Sacramento	CA	95821	D. G. Smith Enterprises, Inc.	916/482-7608
2601 Main Street		Joplin	MO	64804	TB Of America, Inc.	417/781-7800
1029 S Range Line Rd		Joplin	MO	64801	TB Of America, Inc.	417/781-6522
6000 Crenshaw Blvd		Los Angeles	CA	90043	Alvarado Restaurant Group, LLC	323/758-5900
1115 Tiffin Ave		Findlay	OH	45840	K-K Restaurants, Inc.	419/423-4939
26450 Plymouth Rd.		Redford	MI	48239	Sundance, Inc.	313/937-8230
717 Kapahulu Ave		Honolulu	HI	96816	Taco Aloha, Inc.	808/737-7337
5530 Everhart		Corpus Christi	TX	78411	Southern Multifoods, Inc.	361/991-9888
615 Waiakamilo Ave		Honolulu	HI	96817	Taco Aloha, Inc.	808/832-4546
2226 E Main Street		Farmington	NM	87401	Four Corners Tacos, Inc.	505/327-5481
1672 Rice St		Saint Paul	MN	55117	Border Foods, LLC	651/488-1366
146 S Kamehameha Hwy		Wahiawa	HI	96786	Taco Aloha, Inc.	808/622-4061
1330 Lincoln Ave		Loveland	CO	80537	Alvarado Concepts, LLC	970/663-0387
2410 E Rand Rd		Arlington Heights	IL	60004	Fiesta Holdings, Inc.	847/253-7675
1104 NE 3rd St		Bend	OR	97701	ES-O-EN Corp.	541/389-5179
4141 E 14 Mile Road		Sterling Heights	MI	48310	Sundance, Inc.	586/939-4226
5641 Freeport Blvd.		Sacramento	CA	95822	D. G. Smith Enterprises, Inc.	916/393-7807
5589 Kanan Road		Agoura Hills	CA	91301	Engen Enterprises, Inc.	818/991-8268
934 Valkenburgh St	Moanalua	Honolulu	HI	96818	Taco Aloha, Inc.	808/423-2898
915 NE Highway 99W		McMinnville	OR	97128	ES-O-EN TB, LLC	503/472-2800
24247 Lorain Rd.		North Olmsted	OH	44070	Pacific Bells, LLC	440/779-9150
5634 S Cedar		Lansing	MI	48911	Old West Properties, L.L.C.	517/393-8639
801 W Ganson Street		Jackson	MI	49202	Old West Properties, L.L.C.	517/788-9888
8112 Telegraph Road		Dearborn Heights	MI	48127	Sundance, Inc.	313/278-4344
1348 N Glenstone		Springfield	MO	65802	K-Mac Enterprises, Inc.	417/862-2554
2290 Ashland Street		Ashland	OR	97520	J.A. Sutherland, Inc.	541/201-1991
2933 S National Ave.		Springfield	MO	65804	K-Mac Enterprises, Inc.	417/882-3725
121 Oneawa St		Kailua	HI	96734	Taco Aloha, Inc.	808/261-7429
1501 W 6th St		The Dalles	OR	97058	Pacific Bells, LLC	541/298-1977
205 E Oak Street		Conway	AR	72032	K-Mac Enterprises, Inc.	501/329-5090

1704 Military Rd		Benton	AR	72015	K-Mac Enterprises, Inc.	501/315-4826
2804 Airline Blvd		Portsmouth	VA	23701	BurgerBusters V, L.L.C.	757/465-0069
201 S. Merriman Road		Westland	MI	48185	Sundance, Inc.	734/728-1795
5060 Delhi Ave		Cincinnati	OH	45238	AG Bells, LLC	513-991-7465
545 Lee St SW		Atlanta	GA	30310	TME Enterprises I, LTD	404/753-8518
1501 Nile Drive		Corpus Christi	TX	78412	Southern Multifoods, Inc.	361/991-8241
6404 Glenwood Ave		Raleigh	NC	27612	Luihn VantEdge Partners, LLC	919/787-9805
543 Emancipation Hwy,		Fredericksburg	VA	22401	BurgerBusters Inc.	540/371-2577
1051 Trowbridge Road		East Lansing	MI	48823	Old West Properties, L.L.C.	517/333-9644
701 Trenton Ave		Findlay	OH	45840	K-K Restaurants, Inc.	419/420-9430
2760 South Alma School		Mesa	AZ	85210	Hot Tacos, Inc.	480/831-7846
2407 Hardy St		Hattiesburg	MS	39401	Paradise Foods II	601/582-2270
1226 W Prospect		Ashtabula	OH	44004	Pacific Bells, LLC	440/992-6446
2280 W. Stadium		Ann Arbor	MI	48103	Sundance, Inc.	734/663-4764
9600 Montgomery Blvd N E		Albuquerque	NM	87111	Alvarado Concepts, LLC	505/293-0710
4006 Route 130		Delran	NJ	08075	New Jersey Restaurants, LLC	856/764-0120
5591 Warrensville Ctr Rd		Maple Heights	OH	44137	Pacific Bells, LLC	216/663-3550
31305 Southfield Road		Beverly Hills	MI	48025	Sundance, Inc.	248/642-5727
2210 Orchard Lake Rd		Sylvan Lake	MI	48320	Sundance, Inc.	248/682-0452
3902 Concord Pke		Wilmington	DE	19803	Delaware Restaurants, LLC	302/478-8993
251 North Litchfield Road		Goodyear	AZ	85338	Hot Tacos, Inc.	623/925-9799
13745 S Cicero		Crestwood	IL	60445	Shamrock TBC, Inc.	708/389-8041
1700 N. Broad St.		Lansdale	PA	19446	Oak Restaurants, LLC	215/855-4210
105 E Ridge Rd		Griffith	IN	46319	Natron Corporation	219/972-2435
824 E. Admiral Doyle Drive		New Iberia	LA	70560	B & G Food Enterprises, LLC	337/364-6636
2428 Highway 6 & 50		Grand Junction	CO	81505	ColCal Colorado, Inc.	970/241-5118
3350 E Andy Devine		Kingman	AZ	86401	Hot Tacos, Inc.	928/757-7277
7475 Day Dr		Parma	OH	44129	Pacific Bells, LLC	440/886-6692
15500 Detroit Avenue		Lakewood	OH	44107	Pacific Bells, LLC	216/529-9454
1605 No Park Drive		Winslow	AZ	86047	Hot Tacos, Inc.	928/289-4212
4955 Las Virgenes Rd		Calabasas	CA	91302	Engen Enterprises, Inc.	818/880-5845
35020 Euclid Ave		Willoughby	OH	44094	Pacific Bells, LLC	440/946-3179
320 N Northwest Hwy		Palatine	IL	60067	Buddy Bells, Inc.	847/359-5680
26002 Euclid Ave		Euclid	OH	44132	Pacific Bells, LLC	216/731-6061
1812 Richmond Rd		Williamsburg	VA	23185	BurgerBusters Inc.	757/253-1092
1605 North St.		Nacogdoches	TX	75965	Southern Multifoods, Inc.	936/560-2758
5611 S La Grange Rd		Countryside	IL	60525	Shamrock TBC, Inc.	708/354-5535
1799 3rd Street S W		Winter Haven	FL	33880	JEM Restaurant Group of Florida, Inc.	863/293-7790
1761 Howell Mill Rd NW		Atlanta	GA	30318	TME Enterprises I, LTD	404/355-4997
4302 Kirkwood Hwy		Wilmington	DE	19808	Delaware Restaurants, LLC	302/998-3808
2640 East Tudor Road		Anchorage	AK	99507	Denali Foods, Inc.	907/562-2210
973 High Street		Wadsworth	OH	44281	Pacific Bells, LLC	330/336-9242
320 E Wooster		Bowling Green	OH	43402	Bowling Green Restaurants, Inc.	419/354-1155
1530 W Algonquin Rd		Arlington Heights	IL	60005	Buddy Bells, Inc.	847/253-5348
1225 W Colton		Redlands	CA	92374	Taco Jim, Inc.	909/792-6664
11701 W Colfax		Lakewood	CO	80215	Alvarado Concepts, LLC	303/233-5574
6720 Midlothian Turnpike		Richmond	VA	23225	BurgerBusters VIII, L.L.C.	804/745-3301
11620 SE Mill Plain Blvd		Vancouver	WA	98684	Pacific Bells, LLC	360/254-1415
3420 SW Cedar Hills Blvd		Beaverton	OR	97005	Pacific Bells, LLC	503/626-6837
1237 Trotwood Ave		Columbia	TN	38401	American Hospitality Corporation	931/388-3015
1045 W 9 Mile Road		Ferndale	MI	48220	Sundance, Inc.	248/542-2898
1000 Brown Street		Dayton	OH	45409	Fiesta Holdings, Inc.	937/461-9568
101 S E 29th Street		Topeka	KS	66605	TB Of America, Inc.	785/267-3239
1335 W Kearney St		Springfield	MO	65803	K-Mac Enterprises, Inc.	417/831-0076
3776 W 150th Street		Cleveland	OH	44111	Pacific Bells, LLC	216/251-6333
1607 E. Kemper Road		Cincinnati	OH	45246	CTI Restaurants, Inc.	513/772-3290
1804 Fort Jones Rd		Yreka	CA	96097	DeClerck Enterprises, A Partnership	530/842-3686
87 College Rd		Fairbanks	AK	99701	Denali Foods, Inc.	907/452-3166
15160 E Mississippi		Aurora	CO	80012	Alvarado Concepts, LLC	303/337-1591
804 England Street		Ashland	VA	23005	BurgerBusters IV, L.L.C.	804/798-0635
2013 NW Topeka Blvd		Topeka	KS	66608	TB Of America, Inc.	785/234-6293
820 S Highway 65		Sedalia	MO	65301	K-Mac Enterprises, Inc.	660/826-9147
270 E Army Trail Rd		Glendale Heights	IL	60139	Shamrock TBC, Inc.	630/295-8291

601 High Street		Mount Holly	NJ	08060	New Jersey Restaurants, LLC	609/261-2616
4900 Central Ave NE		Minneapolis	MN	55421	Border Foods, LLC	763/571-5494
11020 Hamilton Ave		Cincinnati	OH	45231	AG Bells, LLC	513/991-7420
701 N Maguire St		Warrensburg	MO	64093	K-Mac Enterprises, Inc.	660/747-2877
1561 Fitzgerald Dr		Pinole	CA	94564	PRB Management, LLC	510/222-9598
1540 Stinson Blvd NE		Minneapolis	MN	55413	Border Foods, LLC	612/379-8044
800 E Alosta		Azusa	CA	91702	J & S Food Sales, Inc.	626/334-9595
1630 Robert St S		Saint Paul	MN	55118	Border Foods, LLC	651/451-7552
15110 Highway 7		Minnetonka	MN	55345	Border Foods, LLC	952/933-3199
85 Fort Dix St		Wrightstown	NJ	08562	Frank Deprume	609/723-1223
7201 JFK Blvd		Sherwood	AR	72120	K-Mac Enterprises, Inc.	501/835-3357
977 SW Oak St		Hillsboro	OR	97123	Pacific Bells, LLC	503/648-8223
46690 Mission Blvd		Fremont	CA	94538	Tambro, Inc.	510/623-7383
6620 Wayzata Blvd		Golden Valley	MN	55426	Border Foods, LLC	763/542-8401
402 Ave Q		Lubbock	TX	79401	J.P.M., Inc.	806/993-5076
6956 Ogden Ave		Berwyn	IL	60402	Shamrock TBC, Inc.	708/749-4747
10906 Scarsdale Blvd #B		Houston	TX	77089	B & G Food Enterprises of Texas, L.L.C.	281/484-8501
4910 Towson Avenue		Fort Smith	AR	72901	K-Mac Enterprises, Inc.	479/646-9623
8541 W Grand River Avenue		Brighton	MI	48116	Sundance, Inc.	810/227-6023
16040 SE 82nd Dr		Clackamas	OR	97015	Pacific Bells, LLC	503/655-3560
13709 Walsingham Rd		Largo	FL	33774	JEM Restaurant Group of Florida, Inc.	727/596-5483
5225 East Bay Drive		Clearwater	FL	33764	JEM Restaurant Group of Florida, Inc.	727/531-8655
800 W Ventura St		Fillmore	CA	93015	Tafazoli, Hooshang	805/524-2891
3411 Bradshaw Road		Sacramento	CA	95827	PRB Management, LLC	916/368-7101
125 W Los Angeles Ave		Moorpark	CA	93021	Engen Enterprises, Inc.	805/529-7480
1204 N Lake St		Aurora	IL	60506	Shamrock TBC, Inc.	630/892-4220
1301 W Wood St		Willows	CA	95988	J.A. Sutherland, Inc.	530/934-5212
2030 Grand River Avenue		Okemos	MI	48864	Old West Properties, L.L.C.	517/349-6451
109 Olympia Park Road		Grass Valley	CA	95945	Lyon, Gary	530/477-8163
1110 Hurffville Rd		Deptford	NJ	08096	New Jersey Restaurants, LLC	856/848-9163
1919 S Broadway		Santa Maria	CA	93454	Cotti Foods Corporation	805/922-5126
3600 Sonoma Blvd		Vallejo	CA	94590	PRB Management, LLC	707/553-1111
8389 Mira Mesa Blvd		San Diego	CA	92126	St. Mar Enterprises, Inc.	858/566-3366
2421 So Hamilton Rd		Columbus	OH	43232	Pacific Bells, LLC	614/866-6999
376 Kamehameha Hwy		Pearl City	HI	96782	Taco Aloha, Inc.	808/486-9697
3920 S Delsea Dr		Vineland	NJ	08360	New Jersey Restaurants, LLC	856/825-8899
6944 Archer		Chicago	IL	60638	Shamrock TBC, Inc.	773/586-5455
2010 N Commercial St		Harrisonville	MO	64701	K-Mac Enterprises, Inc.	816/884-3031
1155 Westport Road		Manhattan	KS	66502	TB Of America, Inc.	785/539-1225
3970 Hauck Road		Sharonville	OH	45241	CTI Restaurants, Inc.	513/733-3070
16931 E Iliff		Aurora	CO	80013	Palo Alto, Inc.	303/368-9446
7480 Edinger Ave		Huntington Beach	CA	92647	Sonar, Inc.	714/847-7463
15357 Palmdale Rd		Victorville	CA	92392	Cotti Foods Corporation	760/241-8599
17764 S Golden Rd		Golden	CO	80401	Alvarado Concepts, LLC	303/278-4621
3307 E Race		Searcy	AR	72143	K-Mac Enterprises, Inc.	501/268-1709
604 W Moore St		Terrell	TX	75160	Southern Multifoods, Inc.	972/563-8631
104 South Goose Creek Blvd		Goose Creek	SC	29445	J.E.M. Restaurant Group, Inc.	843/797-5248
1007 N Commerce Street		Ardmore	OK	73401	K-Mac Enterprises, Inc.	580/223-1308
2002 Grand Ave		Glenwood Springs	CO	81601	Taco Colorado Corporation	970/945-8283
127 South Dr		Natchitoches	LA	71457	B & G Food Enterprises, LLC	318/352-1509
6560 SW Beaverton		Raleigh Hills	OR	97225	Pacific Bells, LLC	503/297-5840
10832 S Crossroads Dr		Parker	CO	80138	Alvarado Concepts, LLC	303/841-3734
220 Spring Street		Charleston	SC	29403	J.E.M. Restaurant Group, Inc.	843/722-0659
4340 Rocklin Rd		Rocklin	CA	95677	Keith Sherman Enterprises, Inc.	916/624-5039
640 Pacific Coast Hwy		Seal Beach	CA	90740	Alvarado Restaurant Group, LLC	562/430-5412
816 E Front St		Traverse City	MI	49686	Mariane, Inc.	231/946-0028
121 N. Mcdade Blvd.		Glenolden	PA	19036	Oak Restaurants, LLC	610/237-1005
951 S Roselle Rd		Schaumburg	IL	60193	Buddy Bells, Inc.	847/895-2699
444 N Bolingbrook Dr		Bolingbrook	IL	60440	Shamrock TBC, Inc.	630/739-4430
4402 W Glendale		Glendale	AZ	85301	Hot Tacos, Inc.	623/939-7668
3725 E Harry		Wichita	KS	67218	TB Of America, Inc.	316/685-5665
1300 John Barrow Rd		Little Rock	AR	72205	K-Mac Enterprises, Inc.	501/224-9004
7601 W 111th St		Palos Hills	IL	60465	Shamrock TBC, Inc.	708/974-9214

7510 Roosevelt Rd		Forest Park	IL	60130	Shamrock TBC, Inc.	708/771-8870
8750 Elk Grove Blvd		Elk Grove	CA	95624	Engen Ventures, Inc.	916/685-1133
6741 Watt Ave		North Highlands	CA	95660	PRB Management, LLC	916/331-4135
2928 E Michigan Ave		Jackson	MI	49202	Old West Properties, L.L.C.	517/782-5860
10360 Beach Blvd		Stanton	CA	90680	Sonar, Inc.	714/828-5125
37317 Highway 26		Sandy	OR	97055	DeClerck Enterprises, A Partnership	503/668-6514
8671 Ulmerton Rd		Largo	FL	33771	JEM Restaurant Group of Florida, Inc.	727/535-7666
1944 E Valley Pkwy		Escondido	CA	92027	St. Mar Enterprises, Inc.	760/747-9497
44 N Lake Havasu Ave		Lake Havasu City	AZ	86403	Hot Tacos, Inc.	928/453-3616
11145 US Highway 15 501		Aberdeen	NC	28315	Luihn VantEdge Partners, LLC	910/692-7920
1527 E College Ave		Normal	IL	61761	LucWork Enterprises, Inc.	309/454-7576
2545 Long Beach Blvd		Long Beach	CA	90806	Alvarado Restaurant Group, LLC	562/427-1441
3507 W Hammer Lane		Stockton	CA	95219	PRB Management, LLC	209/477-9582
10 East Anthony Drive		Champaign	IL	61820	Buddy Bells, Inc.	217/398-2159
3224 S Wilmington St		Raleigh	NC	27603	Luihn VantEdge Partners, LLC	919/779-1522
1590 S. Main Street		Chelsea	MI	48118	Sundance, Inc.	734/475-6683
821 Coleman Blvd		Mount Pleasant	SC	29464	J.E.M. Restaurant Group, Inc.	843/884-9968
1800 E Woodlawn Rd		Charlotte	NC	28209	Phoenix Taco, L.L.C.	704/522-7604
1099 Rio Rancho Dr		Rio Rancho	NM	87124	David Sparks	505/892-7090
104 FM 517 Rd W		Dickinson	TX	77539	B & G Food Enterprises of Texas, L.L.C.	281/337-5189
8760 W 95th Street		Hickory Hills	IL	60457	Shamrock TBC, Inc.	708/599-6442
7419 S Cass Ave		Darien	IL	60561	Shamrock TBC, Inc.	630/852-1545
1681 Gause Blvd		Slidell	LA	70458	B & G Food Enterprises, LLC	985/649-2722
5575 N Jim Miller Rd		Dallas	TX	75228	R.W. Ball, Inc.	214/381-2309
5701 Broadway		Galveston	TX	77551	B & G Food Enterprises of Texas, L.L.C.	409/740-1616
12223 N Cave Creek Rd		Phoenix	AZ	85022	Hot Tacos, Inc.	602/867-0611
647 W Main St		Anoka	MN	55303	Border Foods, LLC	763/421-0609
915 North Greenwood		Fort Smith	AR	72901	K-Mac Enterprises, Inc.	479/783-0202
733 E Huntington Dr		Monrovia	CA	91016	Tacos 2000, Inc.	626/531-1120
945 Elmhurst Rd		Des Plaines	IL	60016	Buddy Bells, Inc.	847/439-3898
4901 Gibson Blvd S.E.		Albuquerque	NM	87108	Alvarado Concepts, LLC	505/268-1425
27171 Oakmead Dr		Perrysburg	OH	43551	Perrysburg Restaurants, Inc.	419/874-0369
916 S Us Highway 27		Saint Johns	MI	48879	Old West Properties, L.L.C.	989/224-7767
3840 Alexandria Mall Dr		Alexandria	LA	71301	B & G Food Enterprises, LLC	318/442-6491
1609 New Boston Rd		Texarkana	TX	75501	K-Mac Enterprises, Inc.	903/794-2900
9223 St Rte 14		Streetsboro	OH	44241	Pacific Bells, LLC	330/626-2409
6560 Roswell Rd		Sandy Springs	GA	30328	TME Enterprises I, LTD	404/255-3495
74 Stratford Dr.		Bloomingdale	IL	60108	Shamrock TBC, Inc.	630/529-0050
2040 Ruth St		Sulphur	LA	70663	B & G Food Enterprises, LLC	337/528-2265
5919 Stockton Blvd		Sacramento	CA	95824	PRB Management, LLC	916/452-9604
619 Colusa Ave		Yuba City	CA	95991	Lyon, Gary	530/674-7468
5406 Whittier Blvd		East Los Angeles	CA	90022	Alvarado Restaurant Group, LLC	323/726-3891
10722 E Whittier Blvd		Whittier	CA	90606	J & S Food Sales, Inc.	562/692-5488
7545 Fallbrook Ave		Canoga Park	CA	91307	Tacos 2000, Inc.	747/204-5256
12503 E Alondra Blvd		Norwalk	CA	90650	Sonar, Inc.	562/677-8872
103 S Rampart Blvd		Los Angeles	CA	90057	Alvarado Restaurant Group, LLC	213/386-9012
18100 Parthenia St		Northridge	CA	91325	Taco Management Solutions	818/772-0413
8972 Katella Ave		Anaheim	CA	92804	Sonar, Inc.	714/995-4754
241 E Valley Blvd		Alhambra	CA	91801	J & S Food Sales, Inc.	626/284-1304
11001 Atlantic Ave		Lynwood	CA	90262	Palo Verde, Inc.	310/635-7321
5395 Atlantic Ave		Long Beach	CA	90805	Cotti Foods Corporation	562/428-1329
14301 Pioneer		Norwalk	CA	90650	Sonar, Inc.	562/677-8873
1408 W Century Blvd		Los Angeles	CA	90047	Palo Verde, Inc.	323/777-7379
4416 Sepulveda Blvd		Culver City	CA	90230	Cotti Foods Corporation	310/397-9548
333 So Rosemead		Pasadena	CA	91107	J & S Food Sales, Inc.	626/449-4031
11007 Garvey Ave		El Monte	CA	91733	Tacos 2000, Inc.	626/444-2074
2097 S Sheridan		Denver	CO	80227	Alvarado Concepts, LLC	303/988-3548
601 Meacham Rd		Elk Grove Village	IL	60007	Fiesta Holdings, Inc.	847/985-4442
1000 N Farnsworth Ave		Aurora	IL	60506	Shamrock TBC, Inc.	630/898-3307
1140 Koeller		Oshkosh	WI	54902	RAD, Inc.	920/426-3159
19305 S.w. Martinazzi Ave.		Tualatin	OR	97062	Pacific Bells, LLC	503/692-5316
1815 Neuse Blvd		New Bern	NC	28560	Hagan & Hagan, Inc.	252/633-2355
728 E Prien Lake Rd		Lake Charles	LA	70601	B & G Food Enterprises, LLC	337/478-6181

3121 Dickerson Pike		Nashville	TN	37207	Future Restaurants, LLC	615/226-6303
3140 G Street		Merced	CA	95340	Mackin, Marvin	209/383-3734
8220 S. Quebec		Englewood	CO	80112	Alvarado Concepts, LLC	303/220-0939
17873 SW McEwan Road		Tigard	OR	97224	Pacific Bells, LLC	503/684-5957
25544 Gratiot		Roseville	MI	48066	Sundance, Inc.	586/775-8190
4811 Chiles Road		Davis	CA	95618	PRB Management, LLC	530/753-9423
6001 Beach Blvd.		Buena Park	CA	90621	Cotti Foods Corporation	714/994-1867
2901 Monte Vista Blvd NE		Albuquerque	NM	87106	Alvarado Concepts, LLC	505/265-4347
618 E End Blvd S		Marshall	TX	75670	Southern Multifoods, Inc.	903/935-0207
7804 E Admiral Place		Tulsa	OK	74115	K-Mac Enterprises, Inc.	918/835-4802
5021 N. Stateline Road		Texarkana	TX	75503	K-Mac Enterprises, Inc.	903/794-0358
1420 Ary Lane		Dixon	CA	95620	PRB Management, LLC	707/678-9790
406 S. Thompson		Springdale	AR	72764	K-Mac Enterprises, Inc.	479/750-1737
3821 Western Blvd		Raleigh	NC	27606	Luihn VantEdge Partners, LLC	919/851-9034
604 S 8th Street		Rogers	AR	72756	K-Mac Enterprises, Inc.	479/631-7484
7415 NE Martin Luther King		Portland	OR	97211	Weber Coastal Bells Limited Partnership	503/283-2137
24024 W 9 Mile Rd		Southfield	MI	48033	Sundance, Inc.	248/350-8580
1435 N Main St		Clawson	MI	48017	Sundance, Inc.	248/435-2522
8956 Warren		Dearborn	MI	48126	Sundance, Inc.	313/934-0218
409 N Main St		Plymouth	MI	48170	Sundance, Inc.	734/451-1488
30 Carothers Rd		Newport	KY	41071	AG Bells, LLC	859/279-2825
516 N Broadway		Rochester	MN	55906	Border Foods, LLC	507/282-1868
3210 Southdale Circle		Edina	MN	55435	Border Foods, LLC	952/925-1281
565 No Snelling		Saint Paul	MN	55104	Border Foods, LLC	651/646-5900
9449 Colerain Ave		Cincinnati	OH	45251	AG Bells, LLC	513/991-7535
9230 Lyndale Ave South		Bloomington	MN	55420	Border Foods, LLC	952/888-7133
6325 E Main St		Reynoldsburg	OH	43068	Pacific Bells, LLC	614/861-2378
5500 Colerain Ave		Cincinnati	OH	45239	AG Bells, LLC	513/991-7028
3402 Cleveland Ave		Columbus	OH	43224	Pacific Bells, LLC	614/261-7433
425 W Broadway		Minneapolis	MN	55411	Border Foods, LLC	612/521-1895
215 East Lake Street		Minneapolis	MN	55408	Border Foods, LLC	612/827-1203
1965 County Road D		Maplewood	MN	55109	Border Foods, LLC	651/777-0205
5532 Brooklyn Blvd		Brooklyn Center	MN	55429	Border Foods, LLC	763/560-5203
291 Highway 10 NE		Blaine	MN	55434	Border Foods, LLC	763/784-6218
1167 Columbus Pike		Delaware	OH	43015	Pacific Bells, LLC	740/369-0138
2169 Roswell Rd		Marietta	GA	30062	TME Enterprises I, LTD	770/565-2051
2081 Savoy Drive		Chamblee	GA	30341	TME Enterprises I, LTD	770/458-4536
1120 Kildaire Farm Rd		Cary	NC	27511	Luihn VantEdge Partners, LLC	919/481-0850
12930 Central Southeast		Albuquerque	NM	87123	Alvarado Concepts, LLC	505/293-1484
411 E First Street		Santa Ana	CA	92701	Sonar, Inc.	714/547-4590
1410 Brick Church Pike		Nashville	TN	37207	East West Enterprises, LLC	615/228-4796
4300 Harding Rd		Nashville	TN	37205	American Hospitality Corporation	615/292-6071
1804 N Jackson Street		Tullahoma	TN	37388	Future Restaurants, LLC	931/455-3877
541 S Highway 49		Jackson	CA	95642	Summit Franchise Management	209/223-2975
917 S Beacon		Grand Haven	MI	49417	Mariane, Inc.	616/847-0059
352 E Brown Rd		Mesa	AZ	85201	Hot Tacos, Inc.	480/461-9362
604 S State Street		Big Rapids	MI	49307	Bells and Birds, Inc.	231/796-3443
627 N. Escondido Blvd.		Escondido	CA	92025	St. Mar Enterprises, Inc.	760/745-0995
4422 Kukui Grove St		Lihue	HI	96766	Taco Aloha, Inc.	808/245-9633
85-752 Farrington Hwy		Waianae	HI	96792	Taco Aloha, Inc.	808/696-7105
1700 Main Street		Morro Bay	CA	93442	Cotti Foods Corporation	805/772-6883
21900 Woodward Avenue		Ferndale	MI	48220	Sundance, Inc.	248/677-0550
3200 Monroe Hwy	Kings Country	Pineville	LA	71360	B & G Food Enterprises, LLC	318/640-3480
985 Lawson Way		Woodburn	OR	97071	DeClerck Enterprises, A Partnership	503/982-4150
110 Highway 260	Payson Village	Payson	AZ	85541	Hot Tacos, Inc.	928/474-6141
1928 E Avenida De Los Arboles		Thousand Oaks	CA	91362	Engen Enterprises, Inc.	805/492-9572
95 Daily Dr		Camarillo	CA	93010	Cotti Foods Corporation	805/389-3283
1470 Coors Rd NW		Albuquerque	NM	87121	Alvarado Concepts, LLC	505/831-6245
532 W Hammer Lane		Stockton	CA	95210	PRB Management, LLC	209/477-9566
1726 University Ave		Oxford	MS	38655	V2, Inc.	662/234-4403
11101 Woodley Avenue		Granada Hills	CA	91344	Millennium Tacos, Inc.	818/368-4450
3400 Brooks Street		Missoula	MT	59801	MTB 1, Inc.	406/728-8689
32940 Michigan Ave		Wayne	MI	48184	Sundance, Inc.	734/728-7566

1719 Elton Rd		Jennings	LA	70546	B & G Food Enterprises, LLC	337/824-7045
2000 W. US Hwy 76		Branson	MO	65616	K-Mac Enterprises, Inc.	417/335-2576
629 Highway 6265 North		Harrison	AR	72601	K-Mac Enterprises, Inc.	870/741-8704
34117 Pacific Coast Hwy		Dana Point	CA	92629	Cotti Foods Corporation	949/248-0910
450 W South Boulder Rd		Lafayette	CO	80026	Alvarado Concepts, LLC	303/665-6179
1400 Busse Rd		Elk Grove Village	IL	60007	Buddy Bells, Inc.	847/806-1377
201 E Main Street		Owosso	MI	48867	Old West Properties, L.L.C.	989/723-6650
2235 NW 9th Street		Corvallis	OR	97330	ES-O-EN TB, LLC	541/754-6100
1700 E Ash St		Globe	AZ	85501	Hefcam, Inc.	928/425-3536
375 S Lovekin Blvd		Blythe	CA	92225	DDO-CAL, Inc.	760/922-5332
209 Norfleet Dr		Senatobia	MS	38668	V2, Inc.	662/562-8300
4510 Salt Lake Blvd		Honolulu	HI	96818	Taco Aloha, Inc.	808/486-3067
2420 N Druid Hills Rd NE		Atlanta	GA	30329	TME Enterprises I, LTD	404/634-9698
429 Ponce De Leon Ave		Atlanta	GA	30308	TME Enterprises I, LTD	404/876-3559
9180 Whittier Blvd		Pico Rivera	CA	90660	Tacos 2000, Inc.	562/395-0176
2300 Barrett Ave		Richmond	CA	94804	PRB Management, LLC	510/237-2292
5550 Martin Luther King Blvd		Sacramento	CA	95820	PRB Management, LLC	916/451-9081
5303 San Mateo Blvd NE		Albuquerque	NM	87109	Alvarado Concepts, LLC	505/884-0494
2121 W Laurel		Eunice	LA	70535	B & G Food Enterprises, LLC	337/457-3408
6521 Fairview Ave		Boise	ID	83704	ES-O-EN TB, LLC	208/378-4548
100 Kamehameha Ave		Kahului	HI	96732	Taco Aloha, Inc.	808/871-5605
10230 Midlothian Turnpike		Richmond	VA	23235	BurgerBusters Inc.	804/330-2407
15531 Warwick Blvd		Newport News	VA	23608	BurgerBusters V, L.L.C.	757/887-2880
3380 Lehigh Street		Allentown	PA	18103	Oak Restaurants, LLC	610/966-5144
5811 W Broad St		Richmond	VA	23230	BurgerBusters VIII, L.L.C.	804/285-4656
10050 Highway 92		Woodstock	GA	30188	TME Enterprises I, LTD	770/924-6724
1603 S Roane St		Harriman	TN	37748	Bee Mac Corporation	865/882-9455
695 John C Calhoun Dr		Orangeburg	SC	29115	Carolina Taco, Inc.	803/534-9598
1100 Albert Pike		Hot Springs	AR	71913	K-Mac Enterprises, Inc.	501/321-4395
198 N Route 73		West Berlin	NJ	08091	New Jersey Restaurants, LLC	856/768-3775
1700 East Ohio St		Clinton	MO	64735	K-Mac Enterprises, Inc.	660/885-4602
1191 N. U.S. Highway 31		Petoskey	MI	49770	Bells and Birds, Inc.	231/348-5965
1801 Watt Ave		Sacramento	CA	95825	PRB Management, LLC	916/482-3332
3818 State Highway 119		Longmont	CO	80501	Alvarado Concepts, LLC	303/678-5053
2456 Mcmullen Booth Rd		Clearwater	FL	33759	JEM Restaurant Group of Florida, Inc.	727/726-2995
1919 W 21st St N		Wichita	KS	67203	TB Of America, Inc.	316/838-1003
412 E 4th Ave		Hutchinson	KS	67501	Shaban, Ghassan	620/665-8863
707 Scioto St		Urbana	OH	43078	Fiesta Holdings, Inc.	937/582-4205
25 Rancho Rd		Thousand Oaks	CA	91360	Engen Enterprises, Inc.	805/495-1709
2230 North Rock Rd		Wichita	KS	67226	TB Of America, Inc.	316/684-1515
17565 E Bagley Rd.		Middleburg Heights	OH	44130	Pacific Bells, LLC	440/891-0888
3377 West State		Boise	ID	83703	ES-O-EN TB, LLC	208/384-1254
1811 N Knoxville Ave		Peoria	IL	61604	LucWork of Central Illinois, LLC	309/688-3799
557 Aurora Rd		Macedonia	OH	44056	Pacific Bells, LLC	330/467-3900
2140 E State Route 89-A		Cottonwood	AZ	86326	HWY 89A Tacos, Inc.	928/634-2462
9382 Madison Ave		Orangevale	CA	95662	D. G. Smith Enterprises, Inc.	916/988-0469
987 Thornton Rd		Lithia Springs	GA	30122	TME Enterprises I, LTD	770/739-8676
360 Howe Ave		Cuyahoga Falls	OH	44221	Pacific Bells, LLC	330/928-2626
5230 George Washington Mem		Grafton	VA	23692	BurgerBusters V, L.L.C.	757/890-0872
422 East 47th South		Wichita	KS	67216	TB Of America, Inc.	316/524-9515
120 Lincoln Ave		Charleston	IL	61920	Buddy Bells, Inc.	217/345-2050
145 North Avenue		Glendale Heights	IL	60137	Shamrock TBC, Inc.	630/690-5551
3511 W Chestnut Expy.		Springfield	MO	65802	K-Mac Enterprises, Inc.	417/865-4572
5322 Oaklawn Blvd		Prince George	VA	23875	BurgerBusters IV, L.L.C.	804/452-0796
3340 South Campbell		Springfield	MO	65807	K-Mac Enterprises, Inc.	417/883-3670
917 N Cass St		Wabash	IN	46992	Bells and Birds, Inc.	260/563-0140
6211 Stellhorn Rd		Fort Wayne	IN	46815	Mariane, Inc.	260/485-1117
10749 Park Blvd		Seminole	FL	33772	JEM Restaurant Group of Florida, Inc.	727/397-6086
1700 N Morley		Moberly	MO	65270	Dunafon Enterprises, Inc.	660/263-1221
2549 S Ferdon Blvd		Crestview	FL	32536	Andrus, Dennis	850/689-6611
1509 E Tipton Street		Seymour	IN	47274	C. & M. Smith Restaurants, Inc.	812/522-3318
1824 Gulf To Bay Blvd		Clearwater	FL	33765	JEM Restaurant Group of Florida, Inc.	727/447-8847
2995 Cook Road		West Branch	MI	48661	Bells and Birds, Inc.	989/345-4525

628 N Main St		Bluffton	IN	46714	Mariane, Inc.	260/824-1176
4880 Lower Roswell Rd		Marietta	GA	30068	TME Enterprises I, LTD	770/971-5347
5215 Lomas NE		Albuquerque	NM	87110	Alvarado Concepts, LLC	505/265-9050
4651 Mack Rd		Sacramento	CA	95823	Engen Ventures, Inc.	916/427-9292
7820 E State Route 69		Prescott Valley	AZ	86314	Vista Foods, Inc.	928/772-0414
1840 Cliff Dr	Mesa Shopping	Santa Barbara	CA	93109	Payatt Enterprises, Inc.	805/965-7611
255 Garrisonville Rd		Stafford	VA	22554	BurgerBusters XII, LLC	540/720-0764
2267 W Highway 70		Thatcher	AZ	85552	Hefcam, Inc.	928/428-3330
977 Brookway Blvd		Brookhaven	MS	39601	Paradise Byrne Corporation	601/833-3598
14231 Nicollet Ave		Burnsville	MN	55337	Border Foods, LLC	952/892-6670
2055 W Martin Luther King		Fayetteville	AR	72701	K-Mac Enterprises, Inc.	479/521-2538
957 N Buckner		Derby	KS	67037	TB Of America, Inc.	316/788-5500
1405 Smithville Highway		McMinnville	TN	37110	American Hospitality Corporation	931/473-8090
74-5620 PALANI RD		Kailua Kona	HI	96740	Taco Aloha, Inc.	808/329-4242
829 E Highway 60		Monett	MO	65708	K-Mac Enterprises, Inc.	417/235-8787
1201 W Will Rogers Blvd		Claremore	OK	74017	K-Mac Enterprises, Inc.	918/341-3787
1649 W 9000 South		West Jordan	UT	84088	Source Foods, Inc.	801/255-0199
2990 Main Street		Susanville	CA	96130	DeClerck Enterprises, A Partnership	530/257-8188
1455 Gilmore Ave		Winona	MN	55987	Border Foods, LLC	507/452-1530
7910 Rogers Ave		Fort Smith	AR	72903	K-Mac Enterprises, Inc.	479/484-7534
3003 Alma Hwy		Van Buren	AR	72956	K-Mac Enterprises, Inc.	479/471-5309
639 N 13th St		Decatur	IN	46733	Bells and Birds, Inc.	260/724-4700
14000 Livernois		Detroit	MI	48238	Sundance, Inc.	313/883-0340
62 Tallmadge Circle		Tallmadge	OH	44278	Pacific Bells, LLC	330/633-3990
945 Arsenal St		Watertown	NY	13601	Hospitality Syracuse, Inc.	315/788-0365
4425 S White Mountain Road		Show Low	AZ	85901	Hot Tacos, Inc.	928/537-3366
3455 Commercial St SE		Salem	OR	97302	ES-O-EN TB, LLC	503/585-6017
2219 Highway 10		Saint Paul	MN	55112	Border Foods, LLC	763/785-0676
2104 Crockett		Palestine	TX	75801	Southern Multifoods, Inc.	903/729-8034
2249 East Sunshine		Springfield	MO	65804	K-Mac Enterprises, Inc.	417/886-8897
2939 Harrison Ave		Butte	MT	59701	MTB 2, Inc.	406/494-5252
993 Graham Rd.		Cuyahoga Falls	OH	44221	Pacific Bells, LLC	330/929-0012
5225 E Colfax Ave		Denver	CO	80220	Alvarado Concepts, LLC	303/322-2934
509 West 500 South		Bountiful	UT	84010	Source Foods, Inc.	801/295-6976
8711 N Knoxville		Peoria	IL	61615	LucWork Enterprises, Inc.	309/691-6686
221 Dolson Ave		Middletown	NY	10940	Zalak Food Corp.	845/341-0100
94-050 Farrington Hwy	Unit# E-2	Waipahu	HI	96797	Taco Aloha, Inc.	808/677-3500
7192 Kalanianaole Hwy	Koko Marina	Honolulu	HI	96825	Taco Aloha, Inc.	808/396-7801
2660 Olive Hwy		Oroville	CA	95966	LynnRich, Inc.	530/534-1020
7911 S Broadway		Littleton	CO	80122	Alvarado Concepts, LLC	303/794-4592
7337 N Alger Rd		Alma	MI	48801	Bells and Birds, Inc.	989/463-6338
1859 Marietta Highway		Canton	GA	30114	TME Enterprises I, LTD	770/479-6842
499 Franklin Mills Circle		Philadelphia	PA	19154	Spruce Restaurants, LLC	215/281-0573
102 Franks Dr		Madison	IN	47250	C. & M. Smith Restaurants, Inc.	812/273-2355
1201 North State St		Ukiah	CA	95482	J.A. Sutherland, Inc.	707/462-1722
2010 Nut Tree Road		Vacaville	CA	95687	PRB Management, LLC	707/451-9064
1560 S.w. Wanamaker Rd		Topeka	KS	66604	TB Of America, Inc.	785/273-1608
4703 E 51st St		Tulsa	OK	74135	K-Mac Enterprises, Inc.	918/481-5238
121 Valley Rd		Arkadelphia	AR	71923	K-Mac Enterprises, Inc.	870/246-5068
8109 E 74Th Pl.		Tulsa	OK	74133	K-Mac Enterprises, Inc.	918/254-6652
902 N Main St		La Fayette	GA	30728	Charter Foods, Inc.	706/638-0634
402 Dixieland Rd		Harlingen	TX	78552	Southern Multifoods, Inc.	956/425-8836
1001 Juan Tabo Blvd NE		Albuquerque	NM	87112	Alvarado Concepts, LLC	505/299-8472
7757 Tylersville Rd		West Chester	OH	45069	CTI Restaurants, Inc.	513/779-7623
6281 Hwy 90 West		Milton	FL	32570	Andrus, Dennis	850/626-2311
3555 Isleta Blvd SW		Albuquerque	NM	87105	Palo Alto, Inc.	505/873-4505
1115 S Broadway St		Pittsburg	KS	66762	TB Of America, Inc.	620/232-9170
31491 Santa Margarita Pky		Rancho Santa	CA	92688	Cotti Foods Corporation	949/589-7317
434 S Tyndall Parkway		Panama City	FL	32404	DJ Enterprises of Panama City, Inc.	850/784-3008
8430 Dorchester Road		North Charleston	SC	29420	J.E.M. Restaurant Group, Inc.	843/767-1062
1208 Murfreesboro Rd		Franklin	TN	37064	Future Restaurants, LLC	615/595-9335
3179 Erie Blvd East		Syracuse	NY	13214	Hospitality Syracuse, Inc.	315/445-9058
345 Rice Lake Square		Wheaton	IL	60187	Shamrock TBC, Inc.	630/668-4127

1107 E Ennis Avenue		Ennis	TX	75119	Southern Multifoods, Inc.	972/875-0208
2090 Harding Hwy		Lima	OH	45804	Kenco Restaurants, Inc.	419/229-0746
508 E Nifong Blvd		Columbia	MO	65201	Dunafon Enterprises, Inc.	573/875-0359
13770 Mono Way		Sonora	CA	95370	Summit Franchise Management	209/532-4244
2722 De Kalb Pike		Norristown	PA	19401	Oak Restaurants, LLC	610/270-9290
112 S Highway 52		Moncks Corner	SC	29461	J.E.M. Restaurant Group, Inc.	843/899-7878
777 Washington Sq Shoping		Washington	MO	63090	W & M Restaurants, Inc.	636/239-1817
1505 Flynn Rd		Camarillo	CA	93012	Cotti Foods Corporation	805/383-3355
49 Scott Swinney Dr		Manchester	TN	37355	American Hospitality Corporation	931/728-8550
2101 E NC Highway 54		Durham	NC	27713	Luihn VantEdge Partners, LLC	919/544-7954
715 E Main St		Lebanon	OH	45036	CTI Restaurants, Inc.	513/932-8181
3050 Youngfield St		Wheat Ridge	CO	80215	Alvarado Concepts, LLC	303/232-1409
2100 Kanoelehua Ave	Bdg F	Hilo	HI	96720	Taco Aloha, Inc.	808/959-9444
207 Highway 12 West		Starkville	MS	39759	V2, Inc.	662/323-5174
1050 Hwy 412 W		Siloam Springs	AR	72761	K-Mac Enterprises, Inc.	479/524-3920
1175 E. Oakton		Des Plaines	IL	60018	Buddy Bells, Inc.	847/298-2355
27371 La Paz Rd		Laguna Niguel	CA	92677	Cotti Foods Corporation	949/831-3334
537 Tecumseh St		Dundee	MI	48131	Sundance, Inc.	734/780-5823
3220 Gateway St		Springfield	OR	97477	Weber Coastal Bells Limited Partnership	541/726-9865
1702 W. Market St		Bloomington	IL	61701	LucWork Enterprises, Inc.	309/827-0590
4039 Arendell St		Morehead City	NC	28557	Hagan & Hagan, Inc.	252/247-0549
3197 West 5400 South		Salt Lake City	UT	84118	Source Foods, Inc.	801/964-0505
8440 N High St		Columbus	OH	43235	Pacific Bells, LLC	614/431-1424
34 Sergeant Prentiss Dr		Natchez	MS	39120	Paradise Byrne Corporation	601/445-7494
2384 Lebanon Pike	The Crossings	Nashville	TN	37214	East West Enterprises, LLC	615/872-7828
1352 W Main		Gaylord	MI	49735	Bells and Birds, Inc.	989/732-8919
1319 S Muskogee Avenue		Tahlequah	OK	74464	K-Mac Enterprises, Inc.	918/456-4148
2809 N East St		Lansing	MI	48906	Old West Properties, L.L.C.	517/485-5120
1415 N Wayne St		Angola	IN	46703	Bells and Birds, Inc.	260/665-6565
528 E Wickenburg Way		Wickenburg	AZ	85358	Hot Tacos, Inc.	928/684-9113
8108 Geyer Springs Rd		Little Rock	AR	72209	K-Mac Enterprises, Inc.	501/565-8784
6233 Colonel Glenn Rd		Little Rock	AR	72204	K-Mac Enterprises, Inc.	501/562-4973
7040 W Hwy 98		Panama City Beach	FL	32407	DJ Enterprises of Panama City, Inc.	850/233-8480
5050 S Quebec		Denver	CO	80237	Alvarado Concepts, LLC	303/796-8538
206 Westside Dr		Durant	OK	74701	K-Mac Enterprises, Inc.	580/920-0242
2432 S Seneca		Wichita	KS	67217	TB Of America, Inc.	316/267-4440
5002 Maryland Way		Brentwood	TN	37027	East West Enterprises, LLC	615/661-5627
14 Martha Layne Collins Blvd.		Cold Spring	KY	41076	AG Bells, LLC	859/414-0260
1420 Broadway		Boise	ID	83706	ES-O-EN TB, LLC	208/384-0744
2751 I-75 Business Spur		Sault Sainte Marie	MI	49783	Bells and Birds, Inc.	906/632-8825
382 E Idaho Ave		Ontario	OR	97914	ES-O-EN TB, LLC	541/889-7101
2770 Mcmurry		Anderson	CA	96007	J.A. Sutherland, Inc.	530/365-4816
1069 C St		Galt	CA	95632	Engen Ventures, Inc.	209/745-9790
380 N.I. Roger Wells Blvd.		Glasgow	KY	42141	TB Of America, Inc.	270/651-9164
1180 Powder Springs St		Marietta	GA	30064	TME Enterprises I, LTD	770/590-7388
8500 W Crestline, Unit 8		Littleton	CO	80123	Alvarado Concepts, LLC	303/979-4935
11230 Sun Center Dr		Rancho Cordova	CA	95670	PRB Management, LLC	916/852-0121
3063 S Wolf Rd		Westchester	IL	60154	Shamrock TBC, Inc.	708/562-3441
774 S Main St		Milpitas	CA	95035	Tabellco, Inc.	408/263-3274
2391 George Washington	Memorial	Hayes	VA	23072	BurgerBusters V, L.L.C.	804/642-6622
858 Folly Rd		Charleston	SC	29412	J.E.M. Restaurant Group, Inc.	843/762-0884
95-1249 Meheula Pkwy	Ste 103	Mililani	HI	96789	Taco Aloha, Inc.	808/623-7501
91-763 Papipi Rd		Ewa Beach	HI	96706	Taco Aloha, Inc.	808/689-8442
5110 Sunset Rd		Charlotte	NC	28269	Phoenix Taco, L.L.C.	704/596-8123
508 S George Nigh Expy		McAlester	OK	74501	K-Mac Enterprises, Inc.	918/426-0305
500 N Mississippi		Ada	OK	74820	K-Mac Enterprises, Inc.	580/436-3930
1320 Highway 278 Byp		Camden	AR	71701	K-Mac Enterprises, Inc.	870/836-6130
9395 Coors Rd NW		Albuquerque	NM	87114	Alvarado Concepts, LLC	505/898-7768
229 S. Hwy 27		Somerset	KY	42501	TB Of America, Inc.	606/679-5353
810 N Euclid		Anaheim	CA	92801	Sonar, Inc.	714/563-9579
1011 N Main St		Nicholasville	KY	40356	Charter Foods, Inc.	859/885-1693
10729 University Ave NE		Blaine	MN	55434	Border Foods, LLC	763/757-8976
4418 W Us Highway 10		Ludington	MI	49431	Bells and Birds, Inc.	231/845-6834

5808 E Central		Wichita	KS	67208	TB Of America, Inc.	316/684-7165
3500 W Genesee St		Syracuse	NY	13219	Hospitality Syracuse, Inc.	315/487-5409
4601 E Main St		Farmington	NM	87402	Four Corners Tacos, Inc.	505/327-3350
400 Oriskany Blvd		Yorkville	NY	13495	Hospitality Syracuse, Inc.	315/768-7080
11758 S Wilmington		Los Angeles	CA	90059	Alvarado Restaurant Group, LLC	323/563-8132
9600 N Rodney Parham Rd		Little Rock	AR	72227	K-Mac Enterprises, Inc.	501/225-7074
1914 W Rosecrans Ave		Compton	CA	90220	Alvarado Restaurant Group, LLC	310/632-0969
9067 Fields Ertel Rd		Cincinnati	OH	45249	AG Bells, LLC	513/991-7430
7659 Hwy 70 S		Bellevue	TN	37221	East West Enterprises, LLC	615/662-5197
212 Riverview Ave		Logan	WV	25601	Charter Foods, Inc.	304/752-4397
7210 W. Broad St.		Richmond	VA	23294	BurgerBusters VIII, L.L.C.	804/755-7458
2211 N Reynolds Rd		Bryant	AR	72022	K-Mac Enterprises, Inc.	501/847-0155
1804 W University Dr		Edinburg	TX	78539	Southern Multifoods, Inc.	956/383-1005
4915 Watt Ave		North Highlands	CA	95660	PRB Management, LLC	916/338-1730
1601 Hwy 270, Ste #219		Malvern	AR	72104	K-Mac Enterprises, Inc.	501/337-1266
4050 Marlton Ave		Los Angeles	CA	90008	Pacific Coast Taco, Inc.	213/262-2623
228 E Seventh		Long Beach	CA	90813	Alvarado Restaurant Group, LLC	562/432-3660
1501 Governor's Place		Bear	DE	19701	Delaware Restaurants, LLC	302/834-4563
1201 N Keller		Effingham	IL	62401	Buddy Bells, Inc.	217/342-5500
1065 E New Circle Rd		Lexington	KY	40505	Charter Foods, Inc.	859/474-8243
610 N Webster St		Taylorville	IL	62568	W & M Restaurants, Inc.	217/287-1077
1280 S Shannon St		Van Wert	OH	45891	Bells and Birds, Inc.	419/238-1400
17250 Bear Valley Rd		Victorville	CA	92392	Cotti Foods Corporation	760/951-0177
3464 N. Rice Street		Saint Paul	MN	55126	Border Foods, LLC	651/481-9322
102 S Walton Blvd		Bentonville	AR	72712	K-Mac Enterprises, Inc.	479/271-2399
1535 E 71st St		Tulsa	OK	74136	K-Mac Enterprises, Inc.	918/495-1825
1991 Mt Zion Rd		Decatur	IL	62521	Missouri Fiesta, Inc.	217/864-3550
2030 N Mitchell		Cadillac	MI	49601	Bells and Birds, Inc.	231/779-1380
8095 Oswego Rd		Liverpool	NY	13090	Hospitality Syracuse, Inc.	315/622-0224
8300 NE Vancouver Plaza Dr		Vancouver	WA	98662	Pacific Bells, LLC	360/944-7173
800 E Broadway St		Campbellsville	KY	42718	TB Of America, Inc.	270/789-4545
1430 W Locust		Cabot	AR	72023	K-Mac Enterprises, Inc.	501/843-0186
9270 Plainfield Rd		Cincinnati	OH	45236	AG Bells, LLC	513/991-7528
450 Dual Hwy		Hagerstown	MD	21740	BurgerBusters Inc.	301/733-8898
1665 S Pleasant Valley Rd		Winchester	VA	22601	BurgerBusters VIII, L.L.C.	540/722-6506
377 N Canal Blvd		Thibodaux	LA	70301	B & G Food Enterprises, LLC	985/446-5791
910 Elmridge Center Dr		Rochester	NY	14626	Hospitality Syracuse, Inc.	585/227-9750
5161 S. Cobb Dr.		Smyrna	GA	30080	TME Enterprises I, LTD	404/794-2525
9637 Highway 78		Ladson	SC	29456	J.E.M. Restaurant Group, Inc.	843/569-2001
5013 W Main		Kalamazoo	MI	49009	Bells and Birds, Inc.	269/373-1266
1160 N Mclean Blvd		Elgin	IL	60123	Shamrock TBC, Inc.	847/931-9055
391 Bells Hwy		Walterboro	SC	29488	J.E.M. Restaurant Group, Inc.	843/549-1632
1440 Martin Luther King Jr Way		Merced	CA	95340	Mackin, Marvin	209/383-3399
925 East Fm 802		Brownsville	TX	78520	Southern Multifoods, Inc.	956/548-2005
4908 Hardy St		Hattiesburg	MS	39402	Paradise Foods II	601/268-6444
2304 Princeton St		Ottawa	KS	66067	KC Bell, Inc.	785/242-9032
12820 Jefferson Davis Hwy		Chester	VA	23831	BurgerBusters VIII, L.L.C.	804/768-6106
1217 N Bright Leaf Blvd		Smithfield	NC	27577	Luihn VantEdge Partners, LLC	919/989-8877
208 E Corsicana		Athens	TX	75751	Southern Multifoods, Inc.	903/675-7162
1225 Burkemont Ave		Morganton	NC	28655	Fulenwider Enterprises, Inc.	828/439-2445
3716 Brewerton Road		North Syracuse	NY	13212	Hospitality Syracuse, Inc.	315/455-1327
651 E Broadway		Missoula	MT	59802	MTB 3, Inc.	406/728-6667
1606 Navajo Blvd		Holbrook	AZ	86025	Hot Tacos, Inc.	928/524-6576
905 S Jefferson		Mount Pleasant	TX	75455	K-Mac Enterprises, Inc.	903/572-3366
1782 1st Street		Kennett	MO	63857	W & M Restaurants, Inc.	573/888-1740
7373 Northwoods Blvd		North Charleston	SC	29406	J.E.M. Restaurant Group, Inc.	843/572-7330
10221 Hull Street Rd		Midlothian	VA	23112	BurgerBusters IV, L.L.C.	804/674-5831
1715 Galleria Blvd		Franklin	TN	37067	East West Enterprises, LLC	615/771-7745
3250 Center Rd		Brunswick	OH	44212	Pacific Bells, LLC	330/273-2297
13910 Grove Dr		Maple Grove	MN	55311	Border Foods, LLC	763/494-9268
4-927 Kuhio Hwy		Kapaa	HI	96746	Taco Aloha, Inc.	808/822-3770
8823 Greenback Lane		Orangevale	CA	95662	D. G. Smith Enterprises, Inc.	916/987-7076
1557 W Broad St		Columbus	OH	43222	Pacific Bells, LLC	614/276-0334

4770 Saw Mill Rd		Columbus	OH	43235	Pacific Bells, LLC	614/798-8332
4690 River Road N		Keizer	OR	97303	ES-O-EN TB, LLC	503/390-0071
2323 Crestview Dr		Hudson	WI	54016	Border Foods, LLC	715/386-3006
3311 2nd St S		Saint Cloud	MN	56301	Border Foods, LLC	320/251-4744
1450 University Ave S		Fairbanks	AK	99709	Denali Foods, Inc.	907/474-9526
4710 S Peoria Ave		Tulsa	OK	74105	K-Mac Enterprises, Inc.	918/742-0090
1009 Allen St		Kelso	WA	98626	Pacific Bells, LLC	360/425-3726
220 Business Loop 70 E		Columbia	MO	65203	Dunafon Enterprises, Inc.	573/449-1421
8251 SW Wilsonville Rd		Wilsonville	OR	97070	Weber Coastal Bells Limited Partnership	503/682-2896
7881 Brewerton Rd		Cicero	NY	13039	Hospitality Syracuse, Inc.	315/452-3334
6745 Madison Ave		Fair Oaks	CA	95628	PRB Management, LLC	916/863-3229
837 W Morton		Jacksonville	IL	62650	W & M Restaurants, Inc.	217/243-8331
790 N Ventura		Port Hueneme	CA	93041	Cotti Foods Corporation	805/488-3144
4721 Lake Rd		Brockport	NY	14420	Hospitality Syracuse, Inc.	585/637-0740
736 Horizon Dr		Grand Junction	CO	81506	ColCal Colorado, Inc.	970/245-5956
3320 Kitsap Way		Bremerton	WA	98312	Orchard SPE LLC	360/478-2003
1429 Fulton Rd		Santa Rosa	CA	95403	J.A. Sutherland, Inc.	707/542-2372
1217 S Baltimore		Kirksville	MO	63501	Dunafon Enterprises, Inc.	660/665-9234
8450 Joiner Way		Eden Prairie	MN	55344	Border Foods, LLC	952/942-5766
222 Hwy. 66 East		Tell City	IN	47586	C. & M. Smith Restaurants, Inc.	812/547-7879
7949 Calumet Ave		Munster	IN	46321	Shamrock TBC, Inc.	219/836-4102
2040 Savannah Hwy		Charleston	SC	29407	J.E.M. Restaurant Group, Inc.	843/571-6121
1135 N Locust Avenue		Lawrenceburg	TN	38464	American Hospitality Corporation	931/762-1446
1623 Highway 25B		Heber Springs	AR	72543	K-Mac Enterprises, Inc.	501/362-7575
301 Highway 67 N		Newport	AR	72112	K-Mac Enterprises, Inc.	870/523-4116
3562 S La Cienega Blvd		Los Angeles	CA	90016	Pacific Coast Taco, Inc.	323/954-9747
1600 Wesel Blvd		Hagerstown	MD	21740	BurgerBusters Inc.	301/714-4726
9420 W Broad St		Richmond	VA	23294	BurgerBusters Inc.	804/273-1301
1104 S Main St		Bryan	OH	43506	Bryan Restaurants, Inc.	419/636-7299
13057 Round Lake Blvd		Coon Rapids	MN	55448	Border Foods, LLC	763/323-4731
379 E Chestnut Hill Plaza Rd		Newark	DE	19713	Delaware Restaurants, LLC	302/454-9938
8900 Brooks Rd		Windsor	CA	95492	J.A. Sutherland, Inc.	707/838-4018
1020 Foxcroft Avenue		Martinsburg	WV	25401	BurgerBusters VIII, L.L.C.	304/264-9161
2365 Sunset Blvd		Rocklin	CA	95765	Keith Sherman Enterprises, Inc.	916/751-5452
5650 Jackson Rd		Ann Arbor	MI	48103	Sundance, Inc.	734/663-2100
241 E. Hwy 550		Bernalillo	NM	87004	David Sparks	505/867-0747
1203 E 30th St		Hutchinson	KS	67502	Shaban, Ghassan	620/665-8823
4537 Mayfield Road		Cleveland	OH	44121	Pacific Bells, LLC	216/382-2221
1401 N Broadway		Menomonie	WI	54751	Border Foods, LLC	715/232-9210
11255 Long Beach Blvd		Lynwood	CA	90262	Palo Verde, Inc.	310/635-8654
1800 W Jackson		Oshkosh	WI	54901	RAD, Inc.	920/233-4133
4661 Jonesboro Rd		Union City	GA	30291	TME Enterprises I, LTD	770/306-0851
2157 Fairport Nine Mile Point		Fairport	NY	14450	Hospitality Syracuse, Inc.	585/377-2800
20329 W Catawba Ave		Cornelius	NC	28031	Phoenix Taco, L.L.C.	704/892-6494
1515 S Bradley Rd		Santa Maria	CA	93454	Cotti Foods Corporation	805/928-3344
11328 Leopard St		Corpus Christi	TX	78410	Southern Multifoods, Inc.	361/242-1414
324 Harding Place		Nashville	TN	37211	Future Restaurants, LLC	615/331-4515
1229 N Frontage Rd		Hastings	MN	55033	Border Foods, LLC	651/438-9229
1600 W College St		Pulaski	TN	38478	East West Enterprises, LLC	931/424-1888
4817 Hwy 29 S		Alexandria	MN	56308	Border Foods, LLC	320/763-9515
1140 Crosstown Ct		Peachtree City	GA	30269	TME Enterprises I, LTD	770/631-9193
5025 S Highway 99		Stockton	CA	95215	PRB Management, LLC	209/946-4713
1890 Army Trail Rd.		Hanover Park	IL	60103	Shamrock TBC, Inc.	630/213-0500
541 Highway 71 N		Alma	AR	72921	K-Mac Enterprises, Inc.	479/632-3373
2748 Capital Blvd.		Raleigh	NC	27604	Luihn VantEdge Partners, LLC	919/832-6450
9990 Roosevelt Blvd		Philadelphia	PA	19114	Spruce Restaurants, LLC	215/677-3974
410 S Hwy 3		Northfield	MN	55057	Border Foods, LLC	507/663-7011
11688 Carmel Mtn Rd		San Diego	CA	92128	St. Mar Enterprises, Inc.	858/674-5872
241 E Compton Blvd		Compton	CA	90220	Alvarado Restaurant Group, LLC	310/898-2178
6460 E Yale Ave Unit B		Denver	CO	80222	Alvarado Concepts, LLC	303/758-7754
737 N Main		Tooele	UT	84074	Source Foods, Inc.	435/882-7887
2971 Shallowford Rd		Marietta	GA	30066	TME Enterprises I, LTD	770/578-9432
660 Lansing Rd		Charlotte	MI	48813	Sundance, Inc.	517/543-3735

2000 Cliff Rd		Eagan	MN	55122	Border Foods, LLC	651/688-6068
12130 Business Blvd		Eagle River	AK	99577	Denali Foods, Inc.	907/694-5614
590 Farrington Hwy		Kapolei	HI	96707	Taco Aloha, Inc.	808/674-0225
2405 South Blvd		Charlotte	NC	28203	Phoenix Taco, L.L.C.	704/525-3661
950 Jefferson Rd		Rochester	NY	14623	Hospitality Syracuse, Inc.	585/272-0440
10 Raymour and Flanigan Plz		Canandaigua	NY	14424	Hospitality Syracuse, Inc.	585/396-3160
1636 Freeway Dr.		Reidsville	NC	27320	Fulenwider Enterprises, Inc.	336/342-1442
124 E 7th St		Monticello	MN	55362	Border Foods, LLC	612/428-1815
5572 S. Broadway		Littleton	CO	80121	Alvarado Concepts, LLC	303/798-5379
3201 Elida Rd		Lima	OH	45805	Kenco Restaurants, Inc.	419/331-0883
2076 Harshman Rd		Dayton	OH	45424	Fiesta Holdings, Inc.	937/233-5478
2890 West 11th Ave		Eugene	OR	97402	Weber Coastal Bells Limited Partnership	541/342-8626
8801 Six Forks Road		Raleigh	NC	27615	Luihn VantEdge Partners, LLC	919/870-9107
1605 E. Ridge Road		Rochester	NY	14621	Hospitality Syracuse, Inc.	585/338-9660
1101 N. Collins		Arlington	TX	76011	R.W. Ball, Inc.	817/261-7593
4211 WAIALAE AVE	Kahala Mall	Honolulu	HI	96816	Taco Aloha, Inc.	808/735-7115
2093 Lancaster Dr NE		Salem	OR	97305	ES-O-EN TB, LLC	503/585-6000
990 Murfreesboro Road		Nashville	TN	37217	American Hospitality Corporation	615/366-1030
440 N. Ellington Pkwy		Lewisburg	TN	37091	American Hospitality Corporation	931/270-5000
127 W White Mountain Blvd		Lakeside	AZ	85929	Hot Tacos, Inc.	928/367-0496
1209 Delaware Avenue		McComb	MS	39648	David Paradise	601/684-6556
14175 Edgewood Dr		Baxter	MN	56425	Border Foods, LLC	218/828-6377
2189 Solano Street		Corning	CA	96021	J.A. Sutherland, Inc.	530/824-4141
450 Wallace Rd NW		Salem	OR	97304	ES-O-EN TB, LLC	503/362-7440
3160 Alpine Ave NW		Grand Rapids	MI	49544	Bells and Birds, Inc.	616/784-6284
2501 Main St SE		Los Lunas	NM	87031	Alvarado Concepts, LLC	505/866-0161
94-790 UKEE ST		Waipahu	HI	96797	Taco Aloha, Inc.	808/676-3999
2821 E 81ST AVE		Merrillville	IN	46410	Natron Corporation	219/947-7474
8714 Navarre Pkwy		Navarre	FL	32566	Andrus, Dennis	850/939-8180
1338 S. Broadway		Sulphur Springs	TX	75482	Southern Multifoods, Inc.	903/439-6067
535 E. Idaho		Kalispell	MT	59901	MTB 4, Inc.	406/755-8226
3117 Freedom Drive		Charlotte	NC	28208	Phoenix Taco, L.L.C.	704/391-9860
512 W. 22nd Street		Stuttgart	AR	72160	K-Mac Enterprises, Inc.	870/673-3071
101 Norman Station Blvd		Mooresville	NC	28117	Phoenix Taco, L.L.C.	704/664-4402
222 Elmira Road	Ithaca	Ithaca	NY	14851	Hospitality Syracuse, Inc.	607/275-0193
1215 S. Beretania St		Honolulu	HI	96814	Taco Aloha, Inc.	808/592-1150
519 Plaza Drive	Fostoria Plaza	Fostoria	OH	44830	Fostoria Restaurants, Inc.	419/435-7212
275 W. Golf Road		Schaumburg	IL	60195	Buddy Bells, Inc.	847/882-1360
2351 E. 5th Ave		Anchorage	AK	99501	Denali Foods, Inc.	907/258-3600
1562 Marina Blvd		Bullhead City	AZ	86442	Hot Tacos, Inc.	928/763-8454
590 N Main St		Russellville	KY	42276	American Hospitality Corporation	270/726-1826
705 Highway 6 East		Batesville	MS	38606	V2, Inc.	662/563-8941
13204 N.e. Hwy 99		Vancouver	WA	98686	Pacific Bells, LLC	360/576-5404
91 Sloan Ave	Clover Mall	Mercerville	NJ	08619	Delectabell, Inc.	609/890-1515
4265 SE 182nd Ave		Gresham	OR	97030	Weber Coastal Bells Limited Partnership	503/912-2679
8111 Highway 311		Sellersburg	IN	47172	C. & M. Smith Restaurants, Inc.	812/246-8226
1384 North Main Street		Fuquay Varina	NC	27526	Luihn VantEdge Partners, LLC	919/557-5283
8109 Chinden Blvd		Garden City	ID	83714	ES-O-EN TB, LLC	208/377-2888
13305 SW Pacific Highway		Tigard	OR	97223	Weber Coastal Bells Limited Partnership	503/639-2922
420 W 4th Street		Covington	KY	41011	AG Bells, LLC	859/287-1382
1360 Great Neck Road		Virginia Beach	VA	23454	BurgerBusters V, L.L.C.	757/496-8742
5418 Kings Center Way		Mason	OH	45040	CTI Restaurants, Inc.	513/398-9755
3310 N 27th St		Lincoln	NE	68521	TB Of America, Inc.	402/466-0584
629 West Sunshine Street		Springfield	MO	65807	K-Mac Enterprises, Inc.	417/865-2560
8906 Darrow Road		Twinsburg	OH	44087	Pacific Bells, LLC	330/425-3999
14300 SW Allen Blvd		Beaverton	OR	97005	Pacific Bells, LLC	503/526-0935
58761 S Columbia River Hwy		Saint Helens	OR	97051	Pacific Bells, LLC	503/366-0483
Mokapu Rd, Bldg 6109 MCBH		Kailua	HI	96734	Taco Aloha, Inc.	808/254-7090
330 West Reservoir Road		Woodstock	VA	22664	BurgerBusters Inc.	540/692-6952
730 Warrenton Rd		Falmouth	VA	22406	BurgerBusters Inc.	540/371-0121
5239 John Tyler Hwy		Williamsburg	VA	23185	BurgerBusters Inc.	757/220-8624
209 East Parkwood		Friendswood	TX	77546	B & G Food Enterprises of Texas, L.L.C.	281/996-9350
17170 Main Street		Hesperia	CA	92345	Cotti Foods Corporation	760/948-3399

708 West Wyatt Earp Road		Dodge City	KS	67801	TB Of America, Inc.	620/225-7703
2009 Bernadette Drive		Columbia	MO	65203	Dunafon Enterprises, Inc.	573/446-4266
1031 West Central Entrance		Duluth	MN	55811	Border Foods, LLC	218/726-1077
3420 Portland Road		Newberg	OR	97132	Weber Coastal Bells Limited Partnership	503/538-7319
1044 North Beale Road		Marysville	CA	95901	Lyon, Gary	530/749-2853
716 N. Main Street		Taylor	AZ	85939	Hot Tacos, Inc.	928/536-4475
1602 State Highway 37	St Lawrence	Massena	NY	13662	Hospitality Syracuse, Inc.	315/769-0949
19025 Sonoma Hwy.		Sonoma	CA	95476	PRB Management, LLC	707/939-1706
14529 60th Street North		Oak Park Heights	MN	55082	Border Foods, LLC	651/430-3888
226 Mose Drive		Sparta	TN	38583	American Hospitality Corporation	931/738-2853
398 Market Square Drive		Maysville	KY	41056	AG Bells, LLC	606/759-5821
6527 Indianapolis Blvd		Hammond	IN	46323	Natron Corporation	219/845-3477
13926 West Main Street		Larose	LA	70373	B & G Food Enterprises, LLC	985/693-6767
2945 West 159th Street		Markham	IL	60426	Shamrock TBC, Inc.	708/333-1964
132 South 16th Avenue		Laurel	MS	39440	Paradise Foods II	601/425-0098
1760 North Olden Avenue		Ewing	NJ	08638	New Jersey Restaurants, LLC	609/883-2910
2407 West March Lane		Stockton	CA	95207	PRB Management, LLC	209/952-0421
515 Paul Bunyan Drive		Bemidji	MN	56601	Border Foods, LLC	218/751-3498
3821 North Duke Street		Durham	NC	27702	Luihn VantEdge Partners, LLC	919/471-2911
200 East Vista Drive		Weed	CA	96094	DeClerck Enterprises, A Partnership	530/938-3830
43845 Sterling Hwy		Soldotna	AK	99669	Denali Foods, Inc.	907/260-3555
11450 West Broad Street	Short Pump	Glen Allen	VA	23060	BurgerBusters VIII, L.L.C.	804/360-8149
16776 East Smokey Hill Road		Aurora	CO	80015	Alvarado Concepts, LLC	303/766-4924
13640 Hull Street Road	Harbor Pointe	Midlothian	VA	23112	BurgerBusters IV, L.L.C.	804/739-9237
8623 E Point Douglas Rd S		Cottage Grove	MN	55016	Border Foods, LLC	651/768-9933
6541 Centralia Road	Chesterfield	Chesterfield	VA	23832	BurgerBusters IV, L.L.C.	804/748-0712
2113 Mac Arthur Road		Whitehall	PA	18052	Oak Restaurants, LLC	610/437-0465
847 S Main St		Franklin	KY	42134	American Hospitality Corporation	270/586-5808
3220 Stockton Hill Rd		Kingman	AZ	86409	Hot Tacos, Inc.	928/757-1500
7715 150th Street West		Apple Valley	MN	55124	Border Foods, LLC	952/953-4553
3301 Clark Lane		Columbia	MO	65202	Dunafon Enterprises, Inc.	573/886-0625
1942 East Hwy 60	Eastgate	Lake Wales	FL	33853	JEM Restaurant Group of Florida, Inc.	863/678-1099
7036 Knightdale Blvd		Knightdale	NC	27545	Luihn VantEdge Partners, LLC	919/217-9524
1403 North Main		Newton	KS	67114	TB Of America, Inc.	316/283-5510
4605 Calumet Avenue		Hammond	IN	46323	Natron Corporation	219/937-6933
1043 US Highway 181		Portland	TX	78374	Southern Multifoods, Inc.	361/643-6898
575 S Sandusky Ave		Bucyrus	OH	44820	Bucyrus Restaurants, Inc.	419/562-8233
300 I 35 Hwy NE		Hillsboro	TX	76645	Metroplex Multifoods, Inc.	254/582-5920
559 James Madison Hwy		Culpeper	VA	22701	BurgerBusters Inc.	540/825-4035
10 Lawrence Avenue		Miamisburg	OH	45342	Fiesta Holdings, Inc.	937/859-8001
1164 Erie Blvd West		Rome	NY	13440	Hospitality Syracuse, Inc.	315/339-7960
1541 Sycamore Avenue		Hercules	CA	94547	PRB Management, LLC	510/245-2528
10738 Hwy 76 West		Branson West	MO	65737	K-Mac Enterprises, Inc.	417/272-1388
600 South Bowman Road		Little Rock	AR	72211	K-Mac Enterprises, Inc.	501/224-7255
4402 A Rt. 130		Willingboro	NJ	08046	New Jersey Restaurants, LLC	609/877-5983
503 Fire Monument Road		Hinckley	MN	55037	Border Foods, LLC	320/384-7939
1014 Highway 65 Bus		Clinton	AR	72031	K-Mac Enterprises, Inc.	501/745-6900
1005 South 14th Street		Kingsville	TX	78363	Southern Multifoods, Inc.	361/592-1080
447 South Broadway	Broadway	Denver	CO	80209	Alvarado Concepts, LLC	303/733-3368
7960 Worthington-Galena		Columbus	OH	43085	Pacific Bells, LLC	614/847-5881
136 North Genesee Street		Utica	NY	13502	Hospitality Syracuse, Inc.	315/724-1993
1003 University		Urbana	IL	61801	Buddy Bells, Inc.	217/367-2871
507 West Mt Vernon Street		Nixa	MO	65714	K-Mac Enterprises, Inc.	417/725-5643
4322 West Sunset		Springdale	AR	72762	K-Mac Enterprises, Inc.	479/751-2344
899 Jamestown Road		Columbia	KY	42728	TB Of America, Inc.	270/384-2025
620 North Royal Avenue		Front Royal	VA	22630	BurgerBusters Inc.	540/635-1958
5119 Old National Highway		College Park	GA	30349	TME Enterprises I, LTD	404/559-0904
2101 Rosa L. Parks Blvd.		Nashville	TN	37228	American Hospitality Corporation	615/256-3382
1217 Waldron Road		Corpus Christi	TX	78418	Southern Multifoods, Inc.	361/939-9905
215 Division Avenue		Eugene	OR	97404	Weber Coastal Bells Limited Partnership	541/461-3160
2408 North Parkerson Avenue		Crowley	LA	70526	B & G Food Enterprises, LLC	337/783-9828
1004 Highway 15 South		Hutchinson	MN	55350	Border Foods, LLC	507/262-1625
8126 Princeton-Glendale Rd		West Chester	OH	45069	CTI Restaurants, Inc.	513/860-0862

356 Florin Rd	Inline @	Sacramento	CA	95831	Engen Ventures, Inc.	916/393-8557
1484 White Bear Avenue		Saint Paul	MN	55106	Border Foods, LLC	651/778-8776
681 West Bridge Street		Owatonna	MN	55060	Border Foods, LLC	507/444-0242
1045 Casitas Pass Road	Casitas Plaza	Carpinteria	CA	93013	Payatt Enterprises, Inc.	805/566-1803
2167 S I 75 Business Loop		Grayling	MI	49738	Bells and Birds, Inc.	989/348-4273
21350 Greenfield Road		Oak Park	MI	48237	Sundance, Inc.	248/967-2074
1771 Heckle Blvd		Rock Hill	SC	29732	Phoenix Taco, L.L.C.	803/366-2100
2115 N State Highway 7		North Vernon	IN	47265	C. & M. Smith Restaurants, Inc.	812/346-2577
892 East Johnson Street		Fond Du Lac	WI	54935	RAD, Inc.	920/923-9990
10650 Loveland Madeira Rd		Loveland	OH	45140	CTI Restaurants, Inc.	513/583-9190
100 West Ashland St.		Morton	IL	61550	LucWork Enterprises, Inc.	309/263-7252
32899 US Highway 19 N		Palm Harbor	FL	34684	JEM Restaurant Group of Florida, Inc.	727/787-8569
6049 West 95th Street		Oak Lawn	IL	60453	Shamrock TBC, Inc.	708/422-3433
925 2nd Avenue East		Kearney	NE	68847	TB Of America, Inc.	308/234-1500
12237 N Jantzen Dr		Portland	OR	97217	Weber Coastal Bells Limited Partnership	503/285-9893
4191 Tates Creek Centre Rd		Lexington	KY	40517	Charter Foods, Inc.	859/271-0536
11850 Old Grade Road		Ojai	CA	93023	Tafazoli, Hooshang	805/646-6715
320 Eubank Blvd NE	Towne Park	Albuquerque	NM	87123	Alvarado Concepts, LLC	505/293-1701
2320 North Reserve		Missoula	MT	59808	MTB 6, Inc.	406/721-3739
510 Dunham Road		Saint Charles	IL	60174	Shamrock TBC, Inc.	630/513-1740
1819 Madison Avenue		Mankato	MN	56001	Border Foods, LLC	507/229-0745
1875 S Springfield Ave		Bolivar	MO	65613	K-Mac Enterprises, Inc.	417/777-2880
601 South Mill		Pryor	OK	74361	K-Mac Enterprises, Inc.	918/825-2779
7415 Bell Creek Road		Mechanicsville	VA	23111	BurgerBusters VIII, L.L.C.	804/730-5921
23275 Mulholland Drive	El Camino	Woodland Hills	CA	91364	Tafazoli, Hooshang	818/591-7626
535 West Harvard Blvd	Santa Paula	Santa Paula	CA	93060	Tafazoli, Hooshang	805/525-4466
205 B Superior Avenue		Bogalusa	LA	70427	B & G Food Enterprises, LLC	985/732-7882
81 Ranch Drive	Mccarthy Ranch	Milpitas	CA	95035	Tabellco, Inc.	408/946-2206
1616 West 11th Street		Coffeyville	KS	67337	TB Of America, Inc.	620/251-3333
7301 West 21st Street		Wichita	KS	67205	TB Of America, Inc.	316/729-1885
1415 Caldwell Blvd	Karcher Mall	Nampa	ID	83651	ES-O-EN TB, LLC	208/465-8030
125 Welltown Road		Winchester	VA	22603	BurgerBusters VIII, L.L.C.	540/722-4356
301 Crestview		Union	MO	63084	W & M Restaurants, Inc.	636/583-5445
1447 W South Airport Rd		Traverse City	MI	49686	Bells and Birds, Inc.	231/933-0350
645 S Main St		Meridian	ID	83642	ES-O-EN TB, LLC	208/884-0091
7902 North Navarro St		Victoria	TX	77901	Southern Multifoods, Inc.	361/582-4400
3408 23rd Street		Columbus	NE	68601	TB Of America, Inc.	402/563-9300
2460 Highway 101		Florence	OR	97439	Weber Coastal Bells Limited Partnership	541/902-9001
2717 Northwest Blvd		Newton	NC	28658	Phoenix Taco, L.L.C.	828/468-8780
880 North 18th Street		Ozark	MO	65721	K-Mac Enterprises, Inc.	417/581-3809
3511 Shepherd Hills Expy		Branson	MO	65616	K-Mac Enterprises, Inc.	417/336-5394
7761 Rhea County Highway		Dayton	TN	37321	Charter Foods, Inc.	423/570-8782
10 - 8th Avenue S E		Saint Cloud	MN	56304	Border Foods, LLC	320/253-2901
1816 East Madison Street		Bastrop	LA	71220	B & G Food Enterprises, LLC	318/281-4589
1735 E Wyandot Ave		Upper Sandusky	OH	43351	G-Made, Inc.	419/294-9344
1518 Ed Carey Road		Harlingen	TX	78550	Southern Multifoods, Inc.	956/440-0500
1060 East Van Fleet Drive		Bartow	FL	33830	JEM Restaurant Group of Florida, Inc.	863/534-1100
15115 Lakeshore Blvd		Clearlake	CA	95422	J.A. Sutherland, Inc.	707/995-1171
1003 Gest Street		Cincinnati	OH	45203	AG Bells, LLC	513/991-7441
628 Southpark Blvd		Colonial Heights	VA	23834	BurgerBusters Inc.	804/526-1604
725 East Taft Avenue		Sapulpa	OK	74066	K-Mac Enterprises, Inc.	918/227-2004
100 Finley Drive		Georgetown	KY	40324	Charter Foods, Inc.	502/868-9608
4305 Nelson Rd		Lake Charles	LA	70605	B & G Food Enterprises, LLC	337/479-1111
5859 Clark Road		Paradise	CA	95969	J.A. Sutherland, Inc.	530/872-2844
1911 North Diers Ave		Grand Island	NE	68803	TB Of America, Inc.	308/389-3808
215 S Cities Service Hwy		Sulphur	LA	70663	B & G Food Enterprises, LLC	337/626-8226
3607 West 10th Street		Great Bend	KS	67530	TB Of America, Inc.	620/792-7449
819 High Street		Hamilton	OH	45011	CTI Restaurants, Inc.	513/737-0021
19131 Freeport Avenue		Elk River	MN	55330	Border Foods, LLC	763/241-1404
190 Pace Drive		Trenton	GA	30752	Charter Foods, Inc.	706/406-8123
1501 N Hervey St		Hope	AR	71801	K-Mac Enterprises, Inc.	870/777-2668
111 Padd Court		Alpena	MI	49707	Bells and Birds, Inc.	989/354-7991
1503 Highway 99		Gridley	CA	95948	Lyon, Gary	530/846-2380

6331 Lake Worth Blvd		Lake Worth	TX	76135	Metroplex Multifoods, Inc.	817/237-1311
8220 Ohio River Road		Wheelersburg	OH	45694	Charter Foods, Inc.	740/574-5160
7856 Foothill Blvd		Sunland	CA	91040	Tacos 2000, Inc.	818/875-0937
201 Northgate Dr		Manteca	CA	95336	PRB Management, LLC	209/239-2102
8551 N Owasso Expy		Owasso	OK	74055	K-Mac Enterprises, Inc.	918/272-8525
3890 S Great Southwest Pkwy		Grand Prairie	TX	75052	Ball Industries, Inc.	972/660-1020
626 Mac Arthur		Alexandria	LA	71303	B & G Food Enterprises, LLC	318/449-8800
9919 South Avalon Blvd		Los Angeles	CA	90003	Alvarado Restaurant Group, LLC	323/756-8546
3405 NE 3rd Ave		Camas	WA	98607	Pacific Bells, LLC	360/835-9201
116 North Dupont Highway		New Castle	DE	19720	Delaware Restaurants, LLC	302/325-9300
730 North Carol Malone Blvd		Grayson	KY	41143	Charter Foods, Inc.	606/474-0121
1075 West Pleasant Valley Rd		Parma	OH	44134	Pacific Bells, LLC	440/885-8226
719 South Broadway		Little Rock	AR	72201	K-Mac Enterprises, Inc.	501/375-1885
501 South Gilbert		Danville	IL	61832	Buddy Bells, Inc.	217/442-6721
413 West Main Street		Batavia	NY	14020	Hospitality Syracuse, Inc.	585/343-4377
4368 North Mayo Trail		Pikeville	KY	41501	Charter Foods, Inc.	606/432-1214
923 Hopper Avenue		Santa Rosa	CA	95403	J.A. Sutherland, Inc.	707/578-9419
1101 Highway 287 N		Mansfield	TX	76063	Metroplex Multifoods, Inc.	817/477-1983
1220 North 51st Ave		Phoenix	AZ	85043	Hot Tacos, Inc.	602/233-2211
7070 Overland Road		Boise	ID	83709	ES-O-EN TB, LLC	208/323-2857
2016 North 50th Street		Tampa	FL	33619	JEM Restaurant Group of Florida, Inc.	813/241-4108
1611 West Old Route 66		Moriarty	NM	87035	Alvarado Concepts, LLC	505/832-0251
6901 North Litchfield Road	Luke Air Force	Glendale	AZ	85307	Hot Tacos, Inc.	623/535-1518
1000 US Hwy 259 North		Kilgore	TX	75662	Southern Multifoods, Inc.	903/983-5208
1602 North State Street		Iola	KS	66749	TB Of America, Inc.	620/365-6820
12220 Tributary Lane		Rancho Cordova	CA	95670	D. G. Smith Enterprises, Inc.	916/353-1278
1079R Highway 90 E		Morgan City	LA	70380	B & G Food Enterprises, LLC	985/395-9811
9 River Street		Cortland	NY	13045	Hospitality Syracuse, Inc.	607/758-3228
2649 Cascade Avenue		Hood River	OR	97031	Pacific Bells, LLC	541/386-6111
713 South State Street		Yadkinville	NC	27055	Fulenwider Enterprises, Inc.	336/679-8226
2805 Chad Dr		Eugene	OR	97408	Weber Coastal Bells Limited Partnership	541/341-4966
1390 Spur Drive	Marshfield	Marshfield	MO	65706	K-Mac Enterprises, Inc.	417/859-3808
14130 Highway 90	Exxon	Boutte	LA	70039	B & G Food Enterprises, LLC	985/758-1386
40976 Us Highway 19 North	Tarpon Mall	Tarpon Springs	FL	34689	JEM Restaurant Group of Florida, Inc.	727/937-6207
1920 Blue Lakes Blvd North		Twin Falls	ID	83301	ES-O-EN TB, LLC	208/734-9991
910 East Vista Way		Vista	CA	92084	St. Mar Enterprises, Inc.	760/631-3655
420 S. 10th		McAllen	TX	78501	Southern Multifoods, Inc.	956/994-0700
1810 S Garnett Rd		Tulsa	OK	74128	K-Mac Enterprises, Inc.	918/437-8525
4720 Mine Road		Fredericksburg	VA	22408	BurgerBusters VIII, L.L.C.	540/710-2214
975 West 78th Street		Chanhassen	MN	55317	Border Foods, LLC	952/470-8909
1811 Central Ave		McKinleyville	CA	95519	J.A. Sutherland, Inc.	707/839-7734
8575 Aspen Lane North		Brooklyn Park	MN	55445	Border Foods, LLC	763/315-4426
800 W Business 380		Decatur	TX	76234	Ball Industries, Inc.	940/627-6411
4 N Broadview St		Greenbrier	AR	72058	K-Mac Enterprises, Inc.	501/679-5358
101 East Nolana Loop		Pharr	TX	78577	Southern Multifoods, Inc.	956/782-1940
47 Kinman Drive		Carrollton	KY	41008	C. & M. Smith Restaurants, Inc.	502/732-8531
110 Pacer Drive NW		Corydon	IN	47112	C. & M. Smith Restaurants, Inc.	812/738-0591
845 S W 1st Avenue		Canby	OR	97013	Pacific Bells, LLC	503/263-6665
1279 West Broadway		Forest Lake	MN	55025	Border Foods, LLC	651/982-0434
4444 East Main Street		Mesa	AZ	85205	Hot Tacos, Inc.	480/924-7525
9001 Jewel Lake Rd Ste 12	Diamond Jewel	Anchorage	AK	99502	Denali Foods, Inc.	907/248-6117
1208 Azalea Avenue		Richmond	VA	23227	BurgerBusters IV, L.L.C.	804/553-3177
3231 I-70 Business Loop		Clifton	CO	81520	ColCal Colorado, Inc.	970/434-0503
3950 Taylorsville Road		Louisville	KY	40220	C. & M. Smith Restaurants, Inc.	502/452-2355
610 U.S. Hwy 60 East		Republic	MO	65738	K-Mac Enterprises, Inc.	417/732-2393
3407 Gerstner Memorial Blvd		Lake Charles	LA	70607	B & G Food Enterprises, LLC	337/478-2551
2006 South Wood Drive		Okmulgee	OK	74447	K-Mac Enterprises, Inc.	918/756-2237
1809 N 1st St		Jacksonville	AR	72076	K-Mac Enterprises, Inc.	501/982-9172
1446 East Main Street		Lincolnton	NC	28092	Phoenix Taco, L.L.C.	704/736-1188
14325 South Prairie Avenue		Hawthorne	CA	90250	Los Angeles West Taco, Inc.	424/426-0375
4647 West Kennedy Blvd		Tampa	FL	33609	JEM Restaurant Group of Florida, Inc.	813/636-9100
601 South National Avenue		Springfield	MO	65804	K-Mac Enterprises, Inc.	417/869-5801
2250 E Main St		Ventura	CA	93001	Cotti Foods Corporation	805/648-2076

908 Edwardsville Road		Troy	IL	62294	W & M Restaurants, Inc.	618/667-0823
200 Columbia Center		Columbia	IL	62236	W & M Restaurants, Inc.	618/417-7532
404 North Wood		Gilmer	TX	75644	Southern Multifoods, Inc.	903/843-4377
4388 South Laburnum Avenue		Richmond	VA	23231	BurgerBusters VIII, L.L.C.	804/222-7776
129 West Riverside Drive		Parker	AZ	85344	Hot Tacos, Inc.	928/669-9593
14115 Ventura Blvd		Sherman Oaks	CA	91423	Ashoori, Nader	818/907-7737
35995 Hwy 27		Haines City	FL	33844	JEM Restaurant Group of Florida, Inc.	863/422-0909
1701 California Parkway		Fort Worth	TX	76134	Metroplex Multifoods, Inc.	817/568-8994
200 W. Marshall		Longview	TX	75601	Southern Multifoods, Inc.	903/758-3316
3080 Broadway		Eureka	CA	95501	J.A. Sutherland, Inc.	707/268-0384
5210 34th Street South		Saint Petersburg	FL	33711	JEM Restaurant Group of Florida, Inc.	727/867-5507
6040 S Hulen St		Fort Worth	TX	76132	Metroplex Multifoods, Inc.	817/263-5083
12017 NE Glisan St		Portland	OR	97220	Weber Coastal Bells Limited Partnership	503/408-1486
1113 W Fort Scott		Butler	MO	64730	K-Mac Enterprises, Inc.	660/679-0781
6079 Horseshoe Bar Road		Loomis	CA	95650	Summit Franchise Management	916/652-4676
2807 East Cleveland Blvd		Caldwell	ID	83605	ES-O-EN TB, LLC	208/454-9869
7867 Adairsville Hwy		Adairsville	GA	30103	Charter Foods, Inc.	770/773-3897
900 N Ventura Rd		Oxnard	CA	93030	Taco Bucks, Inc.	805/983-7771
3820 St. Michael Drive		Texarkana	TX	75503	K-Mac Enterprises, Inc.	903/838-7368
2815 North Montana		Helena	MT	59601	MTB 8, LLC	406/442-2900
4507 West 7th Street		Texarkana	TX	75501	K-Mac Enterprises, Inc.	903/831-6741
900 West Weatherford Street		Fort Worth	TX	76102	Metroplex Multifoods, Inc.	817/877-4884
2815 Ridge Road		Rockwall	TX	75032	Southern Multifoods, Inc.	972/772-1955
1717 21st Street		Lewiston	ID	83501	CLC Idaho, LLC	208/746-1799
3221 S Staples St		Corpus Christi	TX	78411	Southern Multifoods, Inc.	361/853-2272
2600 North General Anderson		Vancouver	WA	98661	Pacific Bells, LLC	360/693-3041
350 South Federal Blvd		Denver	CO	80219	Alvarado Concepts, LLC	303/975-9134
864 W Charter Way		Stockton	CA	95206	PRB Management, LLC	209/946-0970
2450 S Redwood Rd	Harman #40	Salt Lake City	UT	84119	Source Foods, Inc.	801/973-9678
1710 Industrial Drive		Neosho	MO	64850	K-Mac Enterprises, Inc.	417/451-7677
723 E Cumberland St		Dunn	NC	28334	Luihn VantEdge Partners, LLC	910/891-5751
8071 Elk Grove Florin Rd		Sacramento	CA	95829	Engen Ventures, Inc.	916/681-4890
1601 3rd Street N W		Great Falls	MT	59404	CLC Montana, LLC	406/452-4400
4529 West Highway 60		Claypool	AZ	85532	Hefcam, Inc.	928/425-7081
335 N Kingshighway St		Cape Girardeau	MO	63701	Missouri Fiesta, Inc.	573/334-8101
64 Flowing Springs Rd		Charles Town	WV	25414	BurgerBusters Inc.	304/725-2772
9180 Camp Bowie W		Fort Worth	TX	76116	Metroplex Multifoods, Inc.	817/244-4966
3000 Gratiot Avenue		Marysville	MI	48040	Natron Corporation	810/388-0366
45 E Harding Way		Stockton	CA	95204	PRB Management, LLC	209/943-2782
2800 Johnson Drive		Ventura	CA	93003	Cotti Foods Corporation	805/676-1285
1431 West Main		Salem	IL	62881	W & M Restaurants, Inc.	618/548-8006
1850 W Glenoaks Blvd		Glendale	CA	91201	Ashoori, Nader	513/525-5141
2628 S Robertson Blvd		Los Angeles	CA	90034	Pacific Coast Taco, Inc.	310/815-1792
500 Commerce Blvd		Fairless Hills	PA	19030	Oak Restaurants, LLC	215/946-8966
756 W Pipeline Rd		Hurst	TX	76053	Metroplex Multifoods, Inc.	817/282-4542
8389 Grapevine Hwy		North Richland Hills	TX	76180	Metroplex Multifoods, Inc.	817/514-8403
939 West Northern Lights Blvd		Anchorage	AK	99503	Denali Foods, Inc.	907/276-7820
615 S West St Ste B	Duchess	Piketon	OH	45661	F.W. Englefield IV	740/289-1054
5322 Millertown Pike		Knoxville	TN	37924	Charter Foods, Inc.	865/525-5250
4434 Ayers Street		Corpus Christi	TX	78415	Southern Multifoods, Inc.	361/853-8859
6053 Us Highway 6		Portage	IN	46368	Natron Corporation	219/764-4552
601 Medal Of Honor Blvd		Gainesville	TX	76240	Ball Industries, Inc.	940/612-3300
2710 Row River Rd		Cottage Grove	OR	97424	Weber Coastal Bells Limited Partnership	541/767-0192
5801 Wyoming Blvd NE		Albuquerque	NM	87109	Alvarado Concepts, LLC	505/797-0439
10750 East Colfax Avenue		Aurora	CO	80010	Alvarado Concepts, LLC	303/344-2785
1739 North Spring Street		Beaver Dam	WI	53916	MMC Enterprises, Ltd	920/887-1739
6105 S. Mingo Road, Suite C	Union Square	Tulsa	OK	74133	K-Mac Enterprises, Inc.	918/461-2758
203 West Sam Rayburn Drive		Bonham	TX	75418	Southern Multifoods, Inc.	903/583-0400
5340 Blue Mound Rd		Fort Worth	TX	76106	Metroplex Multifoods, Inc.	817/740-1221
702 East Highway 114		Roanoke	TX	76262	Metroplex Multifoods, Inc.	817/491-8530
995 First Street		Gilroy	CA	95020	Tambro, Inc.	408/846-1188
533 NE Bellevue Dr		Bend	OR	97701	ES-O-EN TB, LLC	541/318-8474
721 North Main Street		El Dorado	KS	67042	TB Of America, Inc.	316/320-1600

4800 Highway 10, West	Shell Station	Alleyton	TX	78935	Columbus Mart, Inc.	979/733-0896
20185 Highway 18		Apple Valley	CA	92307	Cotti Foods Corporation	760/242-3388
1007 N 1st St		Hamilton	MT	59840	MTB 10, Inc.	406/375-0900
2408 82nd Street		Lubbock	TX	79423	J.P.M., Inc.	806/993-5035
209 N. Santa Claus Lane		North Pole	AK	99705	Denali Foods, Inc.	907/490-5990
801 Bellevue Road		Atwater	CA	95301	Inmack Foods, Inc.	209/358-3131
1730 Vine Street		Hays	KS	67601	TB Of America, Inc.	785/623-4611
1350 US Highway 211 W		Luray	VA	22835	BurgerBusters Inc.	540/743-2123
411 Pioneer Ave		Woodland	CA	95776	PRB Management, LLC	530/669-7198
2001 SW Court Place		Pendleton	OR	97801	Pacific Bells, LLC	541/278-2121
218 S Diamond Bar Blvd		Diamond Bar	CA	91765	Cotti Foods Corporation	909/860-1671
1502 Fairmont Pkwy		La Porte	TX	77571	B & G Food Enterprises of Texas, L.L.C.	281/842-8422
11717 NE 65th Street		Vancouver	WA	98662	Pacific Bells, LLC	360/260-3263
7127 East Firestone Blvd		Downey	CA	90241	Tacos 2000, Inc.	562/776-9214
4471 Fm 2181		Corinth	TX	76210	Southern Multifoods, Inc.	940/321-1979
103 W Crystal Dr		La Grange	KY	40031	C. & M. Smith Restaurants, Inc.	502/225-8226
1910 West Springfield		Champaign	IL	61821	Buddy Bells, Inc.	217/356-7526
17000 Condit Road		Morgan Hill	CA	95037	Tambro, Inc.	408/782-1006
8530 Edinburgh Centre Dr		Brooklyn Park	MN	55443	Border Foods, LLC	763/315-2929
2140 West Galena Blvd		Aurora	IL	60506	Shamrock TBC, Inc.	630/264-6505
302 S Jackson Street		Jacksonville	TX	75766	Southern Multifoods, Inc.	903/586-6090
228 Main St		Red Bluff	CA	96080	J.A. Sutherland, Inc.	530/527-2129
11625 Island Ave		Island City	OR	97850	Pacific Bells, LLC	541/963-9422
1785 E Seltice Way.		Post Falls	ID	83854	CLC Idaho, LLC	208/773-8308
113 Town Run Lane		Stephens City	VA	22655	BurgerBusters VIII, L.L.C.	540/869-4110
1729 S Church St		Watertown	WI	53094	MMC Enterprises, Ltd	920/206-1727
514 N Kentucky St		Kingston	TN	37763	Bee Mac Corporation	865/717-6214
31771 Del Obispo		San Juan	CA	92675	Cotti Foods Corporation	949/661-7118
17120 Panama City Beach Pkwy		Panama City Beach	FL	32413	DJ Enterprises of Panama City, Inc.	850/236-8233
5713 Fourth Street		Lubbock	TX	79416	J.P.M., Inc.	806/687-1157
1677 N 1st Street		Hermiston	OR	97838	Pacific Bells, LLC	541/564-4589
490 Springridge		Clinton	MS	39056	David Paradise	601/924-4500
2103 East Main Street		League City	TX	77573	B & G Food Enterprises of Texas, L.L.C.	281/554-9585
1428 Hustonville Rd	Ashland	Danville	KY	40422	Charter Foods, Inc.	859/238-7790
4681 West 61st Avenue		Hobart	IN	46342	Natron Corporation	219/942-5409
2005 Hwy 77		Lynn Haven	FL	32444	P J Enterprises, Inc.	850/271-5877
820 Torch Street		Grand Ledge	MI	48837	Sundance, Inc.	517/622-2045
550 E Malloy Bridge Rd		Seagoville	TX	75159	Metroplex Multifoods, Inc.	972/287-2270
719 Harding Way West	Galion	Galion	OH	44833	Galion Restaurants, Inc.	419/468-8282
370 M Street		Crescent City	CA	95531	J.A. Sutherland, Inc.	707/465-6512
1006 North Texas Street		Weslaco	TX	78596	Southern Multifoods, Inc.	956/447-1433
1878 N Crossover Rd		Fayetteville	AR	72701	K-Mac Enterprises, Inc.	479/442-4778
18780 N Highway 88		Lockeford	CA	95237	PRB Management, LLC	209/727-5744
25 Princeton-Hightstown Road		East Windsor	NJ	08520	Eastbell, Inc.	609/448-2110
474 Interstate 45 N		Fairfield	TX	75840	Southern Multifoods, Inc.	903/389-3361
510 E Mt Vernon Blvd		Mount Vernon	MO	65712	K-Mac Enterprises, Inc.	417/466-1913
6929 S Preston Rd		Frisco	TX	75034	Ball Industries, Inc.	972/712-5400
2715 Prince Street		Conway	AR	72032	K-Mac Enterprises, Inc.	501/327-7007
636 State Route 61		Marengo	OH	43334	F.W. Englefield IV	419/253-0046
2079 W Burnside Street		Portland	OR	97209	Pacific Bells, LLC	503/224-0805
28532 Oso Parkway		Rancho Santa	CA	92688	Cotti Foods Corporation	949/888-8155
201 W Channel Islands Blvd		Oxnard	CA	93033	Cotti Foods Corporation	820/999-7900
1205 Laura Village Drive		Apex	NC	27523	Luihn VantEdge Partners, LLC	919/363-6684
1501 Virginia Avenue		North Bend	OR	97459	Weber Coastal Bells Limited Partnership	541/236-0090
2115 East Kansas Avenue		McPherson	KS	67460	TB Of America, Inc.	620/241-0820
1014 Michigan Street N E		Grand Rapids	MI	49503	Bells and Birds, Inc.	616/456-1093
3023 W Houghton Lake Dr		Houghton Lake	MI	48629	Mariane, Inc.	989/366-9499
8825 Old Seward Hwy		Anchorage	AK	99515	Denali Foods, Inc.	907/344-8442
336 S Andover Rd		Andover	KS	67002	TB Of America, Inc.	316/733-5562
1881 NE 6th Street		Grants Pass	OR	97526	J.A. Sutherland, Inc.	541/479-9837
847 Miller Valley Road		Prescott	AZ	86301	Vista Foods, Inc.	928/443-1918
901 E Broadway		North Little Rock	AR	72114	K-Mac Enterprises, Inc.	501/372-5047
16855 County Road 24		Plymouth	MN	55447	Border Foods, LLC	763/383-1103

100 East Stuart Rd.		Bellingham	WA	98226	Apex Restaurants	360/752-0594
1400 Hickory Point Drive		Forsyth	IL	62535	Missouri Fiesta, Inc.	217/876-1316
8473 Tamarack Road		Woodbury	MN	55125	Border Foods, LLC	651/501-8364
918 Perkins Avenue West		Sandusky	OH	44870	Pacific Bells, LLC	419/626-0226
2214 South First		Lufkin	TX	75904	Southern Multifoods, Inc.	936/632-0035
1483 Bridge Street		Yuba City	CA	95991	Lyon, Gary	530/673-1403
4616 N Interstate Ave		Portland	OR	97217	Pacific Bells, LLC	503/493-8518
631 E Main St		Midlothian	TX	76065	Metroplex Multifoods, Inc.	972/775-1169
1745 North Summit Street		Arkansas City	KS	67005	TB Of America, Inc.	620/442-1144
1475 W Main St		Livingston	TN	38570	Bee Mac Corporation	931/823-6622
11110 Fuqua St		Houston	TX	77089	B & G Food Enterprises of Texas, L.L.C.	281/464-3394
13609 Crayton Blvd		Hagerstown	MD	21742	BurgerBusters Inc.	301/739-3752
476930 Hwy 95 N		Ponderay	ID	83852	CLC Idaho, LLC	208/255-1570
7295 University Ave NE		Fridley	MN	55432	Border Foods, LLC	763/502-0399
6540 Charlotte Pike		Nashville	TN	37209	Future Restaurants, LLC	615/353-5665
14040 S Hwy 13		Savage	MN	55378	Border Foods, LLC	612/389-9042
1207 N Dickinson Dr.		Rusk	TX	75785	Southern Multifoods, Inc.	903/683-6472
753 Pershing Road		Decatur	IL	62526	Missouri Fiesta, Inc.	217/876-1310
8299 Highway 47		Saint Clair	MO	63077	W & M Restaurants, Inc.	636/629-8338
2271 East Jackson Blvd		Jackson	MO	63755	Missouri Fiesta, Inc.	573/204-1223
1195 SE 163rd Place		Vancouver	WA	98683	Pacific Bells, LLC	360/604-5767
950 Connolly Ct		Park City	KS	67219	TB Of America, Inc.	316/744-6221
2101 Walnut St		Cary	NC	27511	Luihn VantEdge Partners, LLC	919/852-0680
13500 Rogers Drive		Rogers	MN	55374	Border Foods, LLC	763/428-1620
1601 FM 544		Wylie	TX	75098	Metroplex Multifoods, Inc.	972/429-5688
1708 S Madison St		Webb City	MO	64870	TB Of America, Inc.	417/673-2135
2545 Airport Rd		Jackson	MI	49202	Sundance, Inc.	517/788-8413
2482 S. Church Street		Murfreesboro	TN	37127	Future Restaurants, LLC	615/867-1944
14495 Laplaisance Road		Monroe	MI	48161	Sundance, Inc.	734/241-3078
110 North Columbus Street	Duchess	Somerset	OH	43783	F.W. Englefield IV	740/743-1592
7590 La Riviera Drive		Sacramento	CA	95826	PRB Management, LLC	916/381-7771
1737 Dabney Drive		Henderson	NC	27536	Luihn VantEdge Partners, LLC	252/436-9072
322 W Irving Park Rd		Wood Dale	IL	60191	Buddy Bells, Inc.	630/521-8226
805 N Cedar St		Mason	MI	48854	Sundance, Inc.	517/244-0432
508 S Main St.	Mikey Mart -	Wellington	OH	44090	Edwin M Coles	440/647-1712
300 Highway 79 South		Henderson	TX	75654	Southern Multifoods, Inc.	903/657-7303
107 East Highway 80		White Oak	TX	75693	Southern Multifoods, Inc.	903/297-7900
1183 Hoff Way		Orland	CA	95963	J.A. Sutherland, Inc.	530/865-5615
1601 Highway 35 N		Rockport	TX	78382	Southern Multifoods, Inc.	361/729-9464
3554 S Tower Road		Aurora	CO	80013	Palo Alto, Inc.	720/870-2884
355 Leonardwood Road		Frankfort	KY	40601	Charter Foods, Inc.	502/223-1228
1935 Plaudit Place		Lexington	KY	40507	Charter Foods, Inc.	859/543-8876
6700 S 27th St		Lincoln	NE	68512	TB Of America, Inc.	402/328-9949
3899 Route 75	Coleman Oil	Huntington	WV	25704	BFS Concepts, Inc.	304/523-2059
1096 Isle of Palms Connector		Mount Pleasant	SC	29464	J.E.M. Restaurant Group, Inc.	843/606-2701
1535 W. Main Street		Whitewater	WI	53190	MMC Enterprises, Ltd	262/473-1535
1105 South Rogers		Clarksville	AR	72830	K-Mac Enterprises, Inc.	479/705-8613
2305 South Main		Fort Scott	KS	66701	TB Of America, Inc.	620/223-6731
1720 North Kansas Ave		Liberal	KS	67901	TB Of America, Inc.	620/624-1349
4855 Portage Street N.w.		North Canton	OH	44720	Pacific Bells, LLC	330/498-8433
1090 Outer Rd		San Diego	CA	92154	St. Mar Enterprises, Inc.	619/423-7996
126 Highway 56		Baldwin City	KS	66006	TB Of America, Inc.	785/594-3620
141 Linda Ann Avenue		Gray	LA	70359	B & G Food Enterprises, LLC	985/851-7782
48 I 25 Bypass		Belen	NM	87002	Alvarado Concepts, LLC	505/861-5322
1153 Pony Express Highway		Marysville	KS	66508	TB Of America, Inc.	785/629-8325
1304 North Missouri Street		Macon	MO	63552	Dunafon Enterprises, Inc.	573/567-3741
555 West Main St		Jenks	OK	74037	K-Mac Enterprises, Inc.	918/298-6779
6350 South Parker Road		Aurora	CO	80016	Alvarado Concepts, LLC	303/400-4571
4430 South 48th Street		Phoenix	AZ	85040	Hot Tacos, Inc.	602/453-9330
830 Ocean Beach Hwy		Longview	WA	98632	Pacific Bells, LLC	360/425-5553
705 York Road		Kings Mountain	NC	28086	Fulenwider Enterprises, Inc.	704/739-2427
4018 Grant Line Road		New Albany	IN	47150	C. & M. Smith Restaurants, Inc.	812/949-7084
1212 South Harbor Blvd	Bima	Anaheim	CA	92805	Cotti Foods Corporation	714/563-2477

3603 Estes Parkway		Longview	TX	75602	Southern Multifoods, Inc.	903/753-6331
873 US Highway 31 S		Traverse City	MI	49684	Bells and Birds, Inc.	231/943-0323
2315 West 7th Street		Joplin	MO	64801	TB Of America, Inc.	417/781-1200
565 Lancaster Dr SE		Salem	OR	97301	ES-O-EN TB, LLC	503/363-2066
2015 N Highway 7		Pleasant Hill	MO	64080	K-Mac Enterprises, Inc.	816/987-9997
905 Alabama Street		Columbus	MS	39702	V2, Inc.	662/329-1594
2553 Judson Road		Longview	TX	75605	Southern Multifoods, Inc.	903/758-1910
105 US Highway 75		Holton	KS	66436	TB Of America, Inc.	785/364-1989
525 General Motors Rd		Milford	MI	48381	Sundance, Inc.	248/684-9966
605 Leonard Street NW		Grand Rapids	MI	49504	Mariane, Inc.	616/459-4830
950 W. 1250 South		Richfield	UT	84701	Source Foods, Inc.	435/896-8915
884 South Main		Heber City	UT	84032	Source Foods, Inc.	435/657-2333
8433 Sierra College Blvd		Granite Bay	CA	95746	D. G. Smith Enterprises, Inc.	916/791-9223
1005 Highway 12		Rio Vista	CA	94571	PRB Management, LLC	707/374-7515
155 Cason Lane		Murfreesboro	TN	37128	Future Restaurants, LLC	615/494-0665
1306 Carolina Ave		Washington	NC	27889	Hagan & Hagan, Inc.	252/948-2608
3200 South Broad St		Hamilton	NJ	08610	Delectaco, Inc.	609/585-9555
4891 Midland Trail West		Charmco	WV	25958	BFS Concepts, Inc.	304/438-5100
870 Sean Drive		Fremont	OH	43420	Bellevue Restaurants, Inc.	419/333-0748
1106 E Clark		Orcutt	CA	93455	Cotti Foods Corporation	805/938-5187
3202 S Juniper Ave		Broken Arrow	OK	74012	K-Mac Enterprises, Inc.	918/449-9972
1440 West O Street		Lincoln	NE	68528	TB Of America, Inc.	402/477-5775
97 West Apache Trail		Apache Junction	AZ	85120	Sand Taco, Inc.	480/982-0888
13726 W Bell Rd		Surprise	AZ	85374	Hot Tacos, Inc.	623/544-4699
1015 1st St		Coos Bay	OR	97420	Weber Coastal Bells Limited Partnership	541/236-0050
110 April Way		Winchester	KY	40391	Charter Foods, Inc.	859/745-6806
6390 Sheridan Blvd		Arvada	CO	80003	Alvarado Concepts, LLC	303/657-9210
2930 E 3300 S		Salt Lake City	UT	84109	Source Foods, Inc.	801/484-3363
1429 Polaris Pkwy	Polaris Towne	Columbus	OH	43240	Pacific Bells, LLC	614/985-4859
5709 Edmonson Pike		Nashville	TN	37211	American Hospitality Corporation	615/445-8641
38706 14th Avenue		North Branch	MN	55056	Border Foods, LLC	651/237-0544
1210 Hwy 321 NW		Hickory	NC	28601	Fulenwider Enterprises, Inc.	828/304-0035
40 San Felipe Road		Hollister	CA	95023	Tambro, Inc.	831/630-1887
129 North Main Street		Canton	IL	61520	LucWork Enterprises, Inc.	309/647-3464
5400 James Madison Parkway		King George	VA	22485	BurgerBusters Inc.	540/644-8400
1021 E Main Street		Jackson	OH	45640	Charter Foods, Inc.	740/288-3346
1702 West Main Street		Battle Ground	WA	98604	Pacific Bells, LLC	360/666-2510
604 N. 4th Street		Chillicothe	IL	61523	LucWork Enterprises, Inc.	309/274-9554
State Route 971		Oceana	WV	24870	BFS Concepts, Inc.	304/682-4320
4000 Marketplace Dr NW		Rochester	MN	55901	Border Foods, LLC	507/292-1863
8042 Garden Grove		Garden Grove	CA	92844	Sonar, Inc.	714/903-0988
6704 Laguna Blvd		Elk Grove	CA	95758	Engen Ventures, Inc.	916/691-2566
12244 Mackenzie Drive Suite C		New Haven	IN	46774	Bells and Birds, Inc.	260/749-9972
29844 N Cave Creek Rd		Cave Creek	AZ	85331	Hot Tacos, Inc.	480/585-5781
2817 West Main Street		Bozeman	MT	59718	CLC Montana, LLC	406/586-8985
13410 Rosecrans Ave		Norwalk	CA	90650	Cotti Foods Corporation	562/229-9991
7620 Linton Hall Rd		Gainesville	VA	20155	BurgerBusters Inc.	703/753-6951
535 W Tefft Street		Nipomo	CA	93444	Cotti Foods Corporation	805/929-0360
328 S West St		Wichita	KS	67213	TB Of America, Inc.	316/943-1340
1529 N Dysart Rd		Avondale	AZ	85323	Hot Tacos, Inc.	623/536-9800
305 N 8th St		Independence	KS	67301	TB Of America, Inc.	620/331-8265
559 W Channel Islands Blvd		Port Hueneme	CA	93041	Cotti Foods Corporation	805/382-1563
4295 Barger Dr		Eugene	OR	97402	Weber Coastal Bells Limited Partnership	541/607-9310
912 E Apache Blvd		Tempe	AZ	85281	Hot Tacos, Inc.	480/966-7763
8750 Main St.		Birch Run	MI	48415	Bells and Birds, Inc.	989/624-4792
127 A Hinau St		Lahaina	HI	96761	Taco Aloha, Inc.	808/661-1973
Club Pearl Complex	915 North Road	Pearl Harbor	HI	96860	Taco Aloha, Inc.	808/422-2274
1110 E. Hudson Blvd.		Gastonia	NC	28054	Phoenix Taco, L.L.C.	704/854-5308
387 W. Jackson Street		Cookeville	TN	38501	Future Restaurants, LLC	931/372-9971
11877 E Kellogg		Wichita	KS	67207	TB Of America, Inc.	316/686-9400
2603 Grand Ave		Carthage	MO	64836	K-Mac Enterprises, Inc.	417/358-7703
2801 SE 14th		Bentonville	AR	72712	K-Mac Enterprises, Inc.	479/254-9530
3101 N Sterling Ave		Peoria	IL	61604	LucWork Enterprises, Inc.	309/688-8152

6515 E 37th St N		Wichita	KS	67226	TB Of America, Inc.	316/682-1493
918 N Market St		Waterloo	IL	62298	W & M Restaurants, Inc.	618/746-2624
2415 N. Coast Highway		Newport	OR	97365	Pacific Bells, LLC	541/265-5127
20075 West Kellogg Drive		Goddard	KS	67052	TB Of America, Inc.	316/794-2250
2590 Feather River Blvd		Oroville	CA	95965	LynnRich, Inc.	530/533-1066
707 East Main Street		Havelock	NC	28532	Hagan & Hagan, Inc.	252/447-5889
16950 E. Lincoln Avenue		Parker	CO	80134	Palo Alto, Inc.	303/840-2184
7511 Crater Lake Hwy		White City	OR	97503	DeClerck Enterprises, A Partnership	541/826-4817
7235 NE Imbrie Drive		Hillsboro	OR	97124	Weber Coastal Bells Limited Partnership	503/640-5943
865 Summit Blvd.		Frisco	CO	80443	Taco Colorado Corporation	970/668-5029
4928 50th Street		Lubbock	TX	79414	J.P.M., Inc.	806/771-3133
4240 Pheasant Ridge Dr NE		Blaine	MN	55449	Border Foods, LLC	763/259-0762
4347 W Saginaw Hwy		Lansing	MI	48917	Old West Properties, L.L.C.	517/323-1783
1000 Fun Drive		Sandusky	OH	44870	Pacific Bells, LLC	419/626-4578
9315 E Baseline Road		Mesa	AZ	85209	Sand Taco, Inc.	480/986-3399
17750 Kenwood Trail		Lakeville	MN	55044	Border Foods, LLC	952/898-1213
1163 E. West Maple Road		Walled Lake	MI	48390	Sundance, Inc.	248/669-5392
609 College St.		Harrodsburg	KY	40330	Charter Foods, Inc.	859/734-2652
4016 Central Ave		Hot Springs	AR	71913	K-Mac Enterprises, Inc.	501/623-5610
3900 McCain Blvd		North Little Rock	AR	72116	K-Mac Enterprises, Inc.	501/812-6464
44570 Michigan Avenue		Canton	MI	48188	Sundance, Inc.	734/398-5341
1707 S. Neil Street		Champaign	IL	61820	Buddy Bells, Inc.	217/403-9803
1920 Court Street		Pekin	IL	61554	LucWork Enterprises, Inc.	309/347-7575
1231 Muldoon Road		Anchorage	AK	99504	Denali Foods, Inc.	907/929-4393
2714 N Vermillion St		Danville	IL	61832	Buddy Bells, Inc.	217/446-2397
911 N I-27		Plainview	TX	79072	Texas Tacos, Inc.	806/296-6228
119 Brentwood		Berea	KY	40403	Charter Foods, Inc.	859/986-1732
1107 Grand Caillou Rd		Houma	LA	70363	B & G Food Enterprises, LLC	985/851-4334
4351 W. Olive		Glendale	AZ	85302	Hot Tacos, Inc.	623/934-1585
4301 W Magnolia Blvd		Burbank	CA	91505	Manuwar S. Haque	818/846-7451
13112 Poway Road		Poway	CA	92064	St. Mar Enterprises, Inc.	858/748-0706
107 W Griffin Parkway		Mission	TX	78572	Southern Multifoods, Inc.	956/424-3998
2921 Advantage Ln		Sacramento	CA	95834	D. G. Smith Enterprises, Inc.	916/285-9512
4020 W. 23rd. Street		Panama City	FL	32405	P J Enterprises, Inc.	850/763-1555
1200 W 1st St		Hereford	TX	79045	Gene H. Teters And Lores Teters	806/363-1402
17514 Highway 6	Shell Station	Manvel	TX	77578	Mohammed Zakir Hossain	281/489-2103
4105 Chambers Road		Denver	CO	80239	Alvarado Concepts, LLC	303/307-4338
1206 Dexter Street		Milan	MI	48160	Sundance, Inc.	734/439-2188
2011 Main Street		Winfield	KS	67156	TB Of America, Inc.	620/229-9099
17090 Chesterfield Airport Rd.		Chesterfield	MO	63005	W & M Restaurants, Inc.	636/537-0702
1024 St Andrews Blvd		Charleston	SC	29407	J.E.M. Restaurant Group, Inc.	843/769-2985
305 W. 2nd Street.		Sand Springs	OK	74063	K-Mac Enterprises, Inc.	918/241-4207
9915 Charlotte Hwy.		Fort Mill	SC	29707	Phoenix Taco, L.L.C.	803/548-5033
731 Adlai Stevenson Dr.		Springfield	IL	62704	LucWork Enterprises, Inc.	217/753-2189
1240 N China Lake Blvd		Ridgecrest	CA	93555	Inmack Foods, Inc.	760/446-4513
1361 E. Kenosha Street		Broken Arrow	OK	74012	K-Mac Enterprises, Inc.	918/251-1742
4936 Columbia Pike		Spring Hill	TN	37174	Future Restaurants, LLC	615/302-3154
104 East McCauley Drive		Uhrichsville	OH	44683	F.W. Englefield IV	740/922-4434
1414 N. Keowee Street		Dayton	OH	45404	Fiesta Holdings, Inc.	937/262-7971
235 Bridgeton Pike		Mantua	NJ	08051	New Jersey Restaurants, LLC	856/415-2092
185 Levittown Parkway.		Levittown	PA	19055	Oak Restaurants, LLC	215/269-6914
4206 North Main Street		Dayton	OH	45405	Fiesta Holdings, Inc.	937/278-3901
320 New Circle Rd., N.W.		Lexington	KY	40505	Charter Foods, Inc.	859/231-8367
2275 Nicholasville Rd		Lexington	KY	40503	Charter Foods, Inc.	859/277-4281
514 Eastern Bypass		Richmond	KY	40475	Charter Foods, Inc.	859/625-1919
213 Indian Mound Drive		Mount Sterling	KY	40353	Charter Foods, Inc.	859/498-8032
7795 North 59th Ave.		Glendale	AZ	85301	Hot Tacos, Inc.	623/939-8300
774 Chambers Avenue.		Eagle	CO	81631	Taco Colorado Corporation	970/328-6877
2307 Jolly Rd		Okemos	MI	48864	Sundance, Inc.	517/347-4915
901 N. Main		Miami	OK	74354	TB Of America, Inc.	918/542-9020
6224 Bluffton Rd		Fort Wayne	IN	46809	Mariane, Inc.	260/747-7053
2618 State Rd		Cuyahoga Falls	OH	44223	Pacific Bells, LLC	330/928-4298
1902 E. Second St.		Defiance	OH	43512	GMK, Inc.	419/784-0990

630 West Market St.		Tiffin	OH	44883	Bellevue Restaurants, Inc.	419/448-8226
2281 W. State Street.		Fremont	OH	43420	Bellevue Restaurants, Inc.	419/332-2070
240 W Base Line Rd		Rialto	CA	92376	Cotti Foods Corporation	909/875-4370
9486 Mentor Avenue		Mentor	OH	44060	Pacific Bells, LLC	440/392-0319
8645 N. 7th St.		Phoenix	AZ	85020	Hot Tacos, Inc.	602/371-0158
25123 SE Stark St.		Troutdale	OR	97060	Weber Coastal Bells Limited Partnership	503/491-8346
2718 W Kennewick Ave		Kennewick	WA	99336	Columbia Bells, LLC	509/783-8649
1406 S Canyon Rd		Ellensburg	WA	98926	Columbia Bells, LLC	208/231-8810
2404 West Court Street		Pasco	WA	99301	Columbia Bells, LLC	509/545-5430
1300 North Miller St		Wenatchee	WA	98801	Columbia Bells, LLC	509/664-3664
620 W 7th Ave.		Augusta	KS	67010	TB Of America, Inc.	316/775-0400
2375 Ridge Wood Ave		South Daytona	FL	32119	Central Florida KFC, Inc.	386/788-8990
1201 S Woodland Blvd #A		Deland	FL	32720	Central Florida KFC, Inc.	386/738-1294
2700 S Orlando Dr		Sanford	FL	32773	Central Florida KFC, Inc.	407/321-4767
361 W Granda Blvd		Ormond Beach	FL	32174	Central Florida KFC, Inc.	386/673-9218
1408 Beville Rd		Daytona Beach	FL	32114	Central Florida KFC, Inc.	386/258-7080
740 North Nova Road		Daytona Beach	FL	32114	Central Florida KFC, Inc.	386/258-1019
1501 North Woodland Blvd		Deland	FL	32720	Central Florida KFC, Inc.	386/736-7441
2140 W International		Daytona Beach	FL	32114	Central Florida KFC, Inc.	386/254-8226
3343 Columbia Blvd		Titusville	FL	32780	Central Florida KFC, Inc.	321/385-0997
50 Williamson Blvd		Ormond Beach	FL	32174	Central Florida KFC, Inc.	386/672-7220
3705-128th Ave S E		Bellevue	WA	98006	Pacific Bells, LLC	425/747-4637
14506 Bothell Way NE		Seattle	WA	98155	Pacific Bells, LLC	206/367-4248
2727 Broadway St		Everett	WA	98201	Pacific Bells, LLC	425/252-3325
14827 Hwy 99		Lynnwood	WA	98037	Pacific Bells, LLC	425/742-0360
8401 Mukilteo Speedway		Mukilteo	WA	98275	Pacific Bells, LLC	425/355-5333
303 91st Ave NE		Lake Stevens	WA	98258	Pacific Bells, LLC	425/334-2778
23201 Bothell-Everett Hwy		Bothell	WA	98021	Pacific Bells, LLC	425/487-6067
4919 196th Street S W		Lynnwood	WA	98036	Pacific Bells, LLC	425/712-0311
1100 Avenue D		Snohomish	WA	98290	Pacific Bells, LLC	360/563-5503
10119 Edmonds Way		Edmonds	WA	98020	Pacific Bells, LLC	425/774-8309
1717 Morse Road		Columbus	OH	43229	Pacific Bells, LLC	614/447-3010
4950 W. Thunderbird Rd		Glendale	AZ	85306	Hot Tacos, Inc.	602/843-4774
1801 East Guadalupe		Tempe	AZ	85283	Hot Tacos, Inc.	480/756-0991
1100 Smiley Lane		Columbia	MO	65202	CED Management, LLC	573/449-9801
1024 South Main St.		Adrian	MI	49221	Old West Properties, L.L.C.	517/265-8100
3455 South Meridian.		Wichita	KS	67217	TB Of America, Inc.	316/943-1865
1117 North Saginaw Blvd		Saginaw	TX	76179	Metroplex Multifoods, Inc.	682/286-9269
1424 N. Broad St.		Tazewell	TN	37879	Charter Foods, Inc.	423/626-2355
1209 Albertson Parkway		Broussard	LA	70518	B & G Food Enterprises, LLC	337/837-9779
4140 S Lipscomb Ave		Springfield	MO	65807	K-Mac Enterprises, Inc.	417/883-1371
2207 S. Main Street		Wake Forest	NC	27587	Luihn VantEdge Partners, LLC	919/554-4924
4345 Hamilton Middletown Rd		Liberty Township	OH	45011	CTI Restaurants, Inc.	513/893-1888
149 Oakbrooke Drive		Mount Washington	KY	40047	C. & M. Smith Restaurants, Inc.	502/538-2708
9301 Hwy 403		Charlestown	IN	47111	C. & M. Smith Restaurants, Inc.	812/256-6277
300 Old Flemingsburg Rd		Morehead	KY	40351	Charter Foods, Inc.	606/783-0444
11325 W Buckeye Road		Avondale	AZ	85323	Hot Tacos, Inc.	623/907-0160
600 Highway 95	Suite 500	Bullhead City	AZ	86430	Hot Tacos, Inc.	928/754-2900
500 Washington St.		Ravenswood	WV	26164	Charter Foods, Inc.	304/273-5683
200 S Main		Angels Camp	CA	95221	Summit Franchise Management	209/736-4455
1148 N Higley Rd		Mesa	AZ	85205	WMM, Inc.	480/985-0848
2028 North Power Road		Mesa	AZ	85215	WMM, Inc.	480/325-1195
405 E. Hwy 114		Levelland	TX	79336	J.P.M., Inc.	806/897-2277
310 W Main Street		Mesa	AZ	85201	Hot Tacos, Inc.	480/964-2181
15049 US Highway 19 S #502		Thomasville	GA	31792	Vision Restaurants, Inc.	229/228-7787
2967 South Rutherford Rd.		Murfreesboro	TN	37130	Future Restaurants, LLC	615/907-3016
2300 N. Dirkson Parkway.		Springfield	IL	62702	LucWork Enterprises, Inc.	217/753-8611
1672 West Main St.		Lebanon	TN	37087	Future Restaurants, LLC	615/453-4225
729 24th Street		Port Huron	MI	48060	Natron Corporation	810/987-3509
8979 W Central		Wichita	KS	67212	TB Of America, Inc.	316/722-1919
7385 El Camino Real		Atascadero	CA	93422	Engen Enterprises, Inc.	805/466-7647
1107 24th St		Paso Robles	CA	93446	Engen Enterprises, Inc.	805/238-1801
1500 W Grand Ave		Grover Beach	CA	93433	Engen Enterprises, Inc.	805/481-3852

191 Niblick Road		Paso Robles	CA	93446	Engen Enterprises, Inc.	805/238-6528
867 Oak Park Blvd		Pismo Beach	CA	93449	Engen Enterprises, Inc.	805/474-4141
2430 E. Beardsley Rd.		Phoenix	AZ	85050	Hot Tacos, Inc.	602/765-0010
5281 Salem Ave		Dayton	OH	45426	Fiesta Holdings, Inc.	937/837-6000
3340 C-Y Ave		Casper	WY	82604	Border Foods of Wyoming, LLC	307/266-4769
2121 Grand Ave		Laramie	WY	82070	Border Foods of Wyoming, LLC	307/745-5008
2500 E Lincoln Way		Cheyenne	WY	82001	Border Foods of Wyoming, LLC	307/778-7699
1655 Coffeen Ave		Sheridan	WY	82801	Border Foods of Wyoming, LLC	307/672-8866
701 E Boxelder Rd		Gillette	WY	82716	Border Foods of Wyoming, LLC	307/682-3355
86 SE Wyoming Blvd		Casper	WY	82609	Border Foods of Wyoming, LLC	307/266-0056
1729 Dell Range Blvd		Cheyenne	WY	82009	Border Foods of Wyoming, LLC	307/778-8594
1812 North Federal Blvd		Riverton	WY	82501	Border Foods of Wyoming, LLC	307/856-7443
2421 Plaza Street		Rawlins	WY	82301	Border Foods of Wyoming, LLC	307/328-5890
13291 Harbor Blvd		Garden Grove	CA	92843	Cotti Foods Corporation	714/530-4727
610 Westfield Rd		Noblesville	IN	46060	K-Mac Enterprises, Inc.	317/776-0795
435 N Mount Zion Rd		Lebanon	IN	46052	K-Mac Enterprises, Inc.	765/482-2355
3805 State Road 26 E		Lafayette	IN	47905	K-Mac Enterprises, Inc.	765/449-4166
1631 S US Highway 231		Crawfordsville	IN	47933	K-Mac Enterprises, Inc.	765/362-4448
3801 S Reed Rd		Kokomo	IN	46902	K-Mac Enterprises, Inc.	765/453-3559
1501 North Meridian Street		Portland	IN	47371	K-Mac Enterprises, Inc.	260/726-2766
2403 East Wabash Street		Frankfort	IN	46041	K-Mac Enterprises, Inc.	765/654-8616
2212 West Sycamore		Kokomo	IN	46901	K-Mac Enterprises, Inc.	765/457-4363
1009 North Main Street		Monticello	IN	47960	K-Mac Enterprises, Inc.	574/583-9556
925 East Jefferson		Tipton	IN	46072	K-Mac Enterprises, Inc.	765/675-6632
3615 E Market St		Logansport	IN	46947	K-Mac Enterprises, Inc.	574/737-8037
16676 Clover Road		Noblesville	IN	46060	K-Mac Enterprises, Inc.	317/773-6260
1310 North Reed Road		Kokomo	IN	46902	K-Mac Enterprises, Inc.	765/457-3647
1016 West Sagamore		West Lafayette	IN	47906	K-Mac Enterprises, Inc.	765/463-1010
1906 North Walnut Street		Hartford City	IN	47348	K-Mac Enterprises, Inc.	765/348-1910
6265 E 500 S		Gas City	IN	46933	K-Mac Enterprises, Inc.	765/674-1574
2190 South 26th Street		Lafayette	IN	47905	K-Mac Enterprises, Inc.	765/474-0618
13752 W. Waddell Road		Surprise	AZ	85379	Hot Tacos, Inc.	623/546-2500
4000 North Maize Road		Maize	KS	67101	TB Of America, Inc.	316/722-5092
6979 S. Liberty Drive		Liberty Township	OH	45044	CTI Restaurants, Inc.	513/759-0894
1768 Sharkey Way		Lexington	KY	40511	Charter Foods, Inc.	859/288-5270
923 Pleasant Grove Blvd.		Roseville	CA	95678	Keith Sherman Enterprises, Inc.	916/751-5450
1162 31w Bypass		Bowling Green	KY	42101	TB Of America, Inc.	270/781-1139
2628 Scottsville Rd		Bowling Green	KY	42104	TB Of America, Inc.	270/796-8761
301 E Commonwealth Ave		Fullerton	CA	92832	Cotti Foods Corporation	714/871-1605
7878 Valley View St		Buena Park	CA	90620	Cotti Foods Corporation	714/994-5331
1075 North Tustin Avenue		Anaheim	CA	92807	Cotti Foods Corporation	714/632-5616
1112 S Cannon Blvd		Kannapolis	NC	28083	Phoenix Taco, L.L.C.	704/935-2560
2589 FM 423		Little Elm	TX	75068	R.W. Ball, Inc.	469/362-6000
2105 Chester Drive		Richmond	IN	47374	Mayer Management, Inc.	765/966-3757
1305 N Barron St		Eaton	OH	45320	Mayer Management, Inc.	937/456-9830
700 North Aspen		Broken Arrow	OK	74012	K-Mac Enterprises, Inc.	918/258-5334
176 East Joyce Blvd.		Fayetteville	AR	72703	K-Mac Enterprises, Inc.	479/251-8013
80 W Duval Mine Rd		Green Valley	AZ	85614	Hot Tacos, Inc.	520/399-9175
197 Peavine Rd.		Crossville	TN	38555	Plataco, LLC	931/456-4439
100 N State College Blvd		Anaheim	CA	92806	Cotti Foods Corporation	714/774-4314
1147 North Colorado		Fayetteville	AR	72703	K-Mac Enterprises, Inc.	479/521-6629
631 E Chestnut St		Junction City	KS	66441	TB Of America, Inc.	785/238-7388
1040 E Iron Ave		Salina	KS	67401	TB Of America, Inc.	785/826-9866
1700 W Crawford		Salina	KS	67401	TB Of America, Inc.	785/825-6414
401 South Mount Juliet Rd,		Mount Juliet	TN	37122	Future Restaurants, LLC	615/758-6860
725 W. Southern Avenue		Phoenix	AZ	85041	Hot Tacos, Inc.	602/243-1893
971 E US 70 Hwy.		New Bern	NC	28560	Hagan & Hagan, Inc.	252/636-0628
721 Smith Street		Rifle	CO	81650	Taco Colorado Corporation	970/625-1709
5441 N Lovers Lane Rd		Milwaukee	WI	53225	Sundance, Inc.	414/461-7500
1307 S Main Street		West Bend	WI	53095	Sundance, Inc.	262/335-1793
N96W17802 County Line Rd		Germantown	WI	53022	Sundance, Inc.	262/250-0147
3205 Erie Ave		Sheboygan	WI	53081	Sundance, Inc.	920/452-0639
616 East Wisconsin Ave		Oconomowoc	WI	53066	Sundance, Inc.	262/569-9055

1516 E Sumner St		Hartford	WI	53027	Sundance, Inc.	262/673-7993
2917 Richmond Road		Lexington	KY	40509	Charter Foods, Inc.	859/335-1212
2035 West New Haven Ave		West Melbourne	FL	32904	US Leader Restaurants OpCo, LLC	321/723-2235
7853 Colonial Drive		Orlando	FL	32807	US Leader Restaurants OpCo, LLC	407/277-7543
1004 Hwy A1A		Satellite Beach	FL	32937	US Leader Restaurants OpCo, LLC	321/777-9102
4951 W Irlo Brnsn Mem Hwy		Kissimmee	FL	34746	US Leader Restaurants OpCo, LLC	407/396-0000
1345 Tuskawilla Rd		Winter Springs	FL	32708	US Leader Restaurants OpCo, LLC	407/695-8226
2600 Orlando West Dr		Orlando	FL	32808	US Leader Restaurants OpCo, LLC	407/292-6072
101 Semoran Blvd		Winter Park	FL	32792	US Leader Restaurants OpCo, LLC	407/678-6288
2403 Hiawassee Rd		Orlando	FL	32811	US Leader Restaurants OpCo, LLC	407/292-9803
5147 S Kirkman Rd		Orlando	FL	32819	US Leader Restaurants OpCo, LLC	407/352-7517
1120 Malabar Rd SE		Palm Bay	FL	32907	US Leader Restaurants OpCo, LLC	321/733-5530
17060 Us Hwy 441		Mount Dora	FL	32757	US Leader Restaurants OpCo, LLC	352/735-0444
7784 W Irlo Bronson Mem		Kissimmee	FL	34747	US Leader Restaurants OpCo, LLC	407/390-0385
12151 So Orange Blossom Trail		Orlando	FL	32837	US Leader Restaurants OpCo, LLC	407/816-4934
13732 Colorado Blvd.		Thornton	CO	80602	Alvarado Concepts, LLC	303/450-0444
2889 West Lansing Road		Perry	MI	48872	Sundance, Inc.	517/625-5262
900 LaFollette Center North		Floyds Knobs	IN	47119	C. & M. Smith Restaurants, Inc.	812/923-1680
1101 E. Philadelphia Avenue		Gilbertsville	PA	19525	Oak Restaurants, LLC	610/369-2733
599 Kokopelli Blvd.		Fruita	CO	81521	ColCal Colorado, Inc.	970/858-9846
365 Milan Ave		Norwalk	OH	44857	Norwalk Restaurants, Inc.	419/668-0766
108 W Camp St		East Peoria	IL	61611	LucWork Enterprises, Inc.	309/427-1160
5795 Commercial St SE		Salem	OR	97306	ES-O-EN Corp.	503/540-3115
1523 S Eagle Rd		Meridian	ID	83642	ES-O-EN Corp.	208/855-0981
9300 Dayton Lebanon Pike		Centerville	OH	45458	Fiesta Holdings, Inc.	937/428-0556
6698 Pearl Road		Parma Heights	OH	44130	Pacific Bells, LLC	440/885-1250
3150 Sycamore School Rd.		Fort Worth	TX	76133	Metroplex Multifoods, Inc.	817/423-8501
217 W Appleway Ave		Coeur D Alene	ID	83814	CLC Idaho, LLC	208/664-0439
268 W Hanley Ave		Coeur D Alene	ID	83815	CLC Idaho, LLC	208/762-9422
1940 Suburban Avenue		Saint Paul	MN	55119	Border Foods, LLC	651/739-2118
65 Industrial Drive		Hamburg	PA	19526	MCG OPS LLC	610/562-5230
1565 Richland Ave		Aiken	SC	29801	Southeast QSR, LLC	803/648-5616
280 S 3rd St		Jacksonville Beach	FL	32250	Southeast QSR, LLC	904/241-4440
11646 San Jose Blvd		Jacksonville	FL	32223	Southeast QSR, LLC	904/262-0087
1858 South 8th Street		Fernandina Beach	FL	32034	Southeast QSR, LLC	904/277-2263
11228 Beach Blvd		Jacksonville	FL	32246	Southeast QSR, LLC	904/641-6828
4930 New Jesup Hwy		Brunswick	GA	31520	Southeast QSR, LLC	912/267-7188
10400 Phillips Hwy		Jacksonville	FL	32256	Southeast QSR, LLC	904/262-7282
938 Blanding Blvd		Orange Park	FL	32065	Southeast QSR, LLC	904/276-5006
3104 Peach Orchard Rd		Augusta	GA	30906	Southeast QSR, LLC	706/560-6218
11270 Old St Augustine Rd		Jacksonville	FL	32257	Southeast QSR, LLC	904/260-4080
2850 Washington Rd		Augusta	GA	30909	Southeast QSR, LLC	706/738-2045
1805 Washington Road		Thomson	GA	30824	Southeast QSR, LLC	706/597-1944
7637 Lem Turner Road		Jacksonville	FL	32208	Southeast QSR, LLC	904/768-0070
3222 Wrightsboro Rd		Augusta	GA	30909	Southeast QSR, LLC	706/729-1533
4292 Washington Rd		Evans	GA	30809	Southeast QSR, LLC	706/863-1919
2517 Tobacco Rd		Hephzibah	GA	30815	Southeast QSR, LLC	706/560-1454
1373 GA Highway 40 E		Kingsland	GA	31548	Southeast QSR, LLC	912/729-8513
1110 N 1st St		Jesup	GA	31545	Southeast QSR, LLC	912/427-0909
54 Blanding Blvd		Orange Park	FL	32073	Southeast QSR, LLC	904/276-7446
5054 Normandy Blvd		Jacksonville	FL	32205	Southeast QSR, LLC	904/781-6623
7331 103rd Street		Jacksonville	FL	32210	Southeast QSR, LLC	904/777-3626
9341 Atlantic Blvd		Jacksonville	FL	32225	Southeast QSR, LLC	904/724-5246
1115 Government St		Mobile	AL	36604	Southeast QSR, LLC	251/433-8226
8088 N Davis Hwy		Pensacola	FL	32514	Southeast QSR, LLC	850/479-1290
8331 Baymeadows Rd		Jacksonville	FL	32256	Southeast QSR, LLC	904/731-0748
5905 Merrill		Jacksonville	FL	32211	Southeast QSR, LLC	904/744-7697
827 Hwy 43 S		Saraland	AL	36571	Southeast QSR, LLC	251/675-0099
13160 Atlantic Blvd		Jacksonville	FL	32225	Southeast QSR, LLC	904/221-9255
6301 Cottage Hill Road		Mobile	AL	36609	Southeast QSR, LLC	251/666-8779
5392 Hwy 90 West		Mobile	AL	36619	Southeast QSR, LLC	251/666-0014
7730 Airport Blvd		Mobile	AL	36608	Southeast QSR, LLC	251/607-7077
5000 Moffett Rd		Mobile	AL	36618	Southeast QSR, LLC	251/343-1132

621 McMeans Ave		Bay Minette	AL	36507	Southeast QSR, LLC	251/580-2344
5151 University Blvd W		Jacksonville	FL	32216	Southeast QSR, LLC	904/731-8678
2011 Airport Blvd	Cordova Mall	Pensacola	FL	32504	Southeast QSR, LLC	850/477-6300
5510 Mobile Highway		Pensacola	FL	32526	Southeast QSR, LLC	850/941-2824
2011 Allentown Road		Lima	OH	45805	Kenco Restaurants, Inc.	419/228-1387
1285 Parallel Rd		Lakeport	CA	95453	North State Investments, Inc.	707/263-4507
9900 Rockford Road		Plymouth	MN	55442	Border Foods, LLC	763/450-0694
6551 Paradise NW		Albuquerque	NM	87114	Alvarado Concepts, LLC	505/899-3663
18641 Green Valley Ranch Blvd		Denver	CO	80249	Alvarado Concepts, LLC	303/574-0431
2500 Highland Avenue		Cincinnati	OH	45219	CTI Restaurants, Inc.	513/221-2373
Route 60	Market Express	Smithers	WV	25186	BFS Concepts, Inc.	304/981-2502
72083 Baker Blvd		Baker	CA	92309	Grewal Foods, Inc.	760/733-4065
14071 Main Street		Hesperia	CA	92345	Cotti Foods Corporation	760/956-4728
600 Veterans Memorial Dr		Abbeville	LA	70510	B & G Food Enterprises, LLC	337/893-8311
2080 Promenade		Rogers	AR	72756	K-Mac Enterprises, Inc.	479/936-7386
14551 E Colfax		Aurora	CO	80011	Alvarado Concepts, LLC	303/364-2125
29080 US Hwy 119 N		South Williamson	KY	41503	Charter Foods, Inc.	606/237-0097
4978 S Highway 95		Fort Mohave	AZ	86426	Hot Tacos, Inc.	928/763-8080
10384 S. Clare Avenue		Clare	MI	48617	Bells and Birds, Inc.	989/386-9481
6975 Douglas Blvd		Granite Bay	CA	95746	D. G. Smith Enterprises, Inc.	916/791-0707
6810 Central Ave. SW		Albuquerque	NM	87121	Alvarado Concepts, LLC	505/839-4061
21222 E Rittenhouse Rd		Queen Creek	AZ	85142	E & C Taco, Inc.	480/888-9402
10800 South Freeway		Fort Worth	TX	76140	Metroplex Multifoods, Inc.	817/293-2717
5152 N. High Street		Columbus	OH	43214	Pacific Bells, LLC	614/436-4070
1009 Limey Pointe		Manhattan	KS	66502	TB Of America, Inc.	785/539-8020
16240 S.W. Langer Drive		Sherwood	OR	97140	Weber Coastal Bells Limited Partnership	503/625-9944
2060 N Main St		Monticello	KY	42633	Charter Foods, Inc.	606/348-4049
407 W. 18th Street		Junction City	KS	66441	TB Of America, Inc.	785/238-2262
5210 Auburn Blvd		Sacramento	CA	95841	D. G. Smith Enterprises, Inc.	916/348-8203
1610 Hudson Bridge Road		Stockbridge	GA	30281	Patel Taherbhai, Inc.	770/474-8884
26521 Aliso Creek Road		Aliso Viejo	CA	92656	Cotti Foods Corporation	949/831-4122
26462 Herrick Dr.		Evans Mills	NY	13637	Hospitality Syracuse, Inc.	315/629-4290
41167 Dequindre Rd		Troy	MI	48085	Sundance, Inc.	248/879-5894
1345 N. Main Street		Salinas	CA	93906	T & K, L.P.	831/449-5908
3706 Cimarron Ave.		Hastings	NE	68901	TB Of America, Inc.	402/462-2701
2644 Sunset Ave		Rocky Mount	NC	27801	Coastal Plains Restaurants, LLC	252/443-0747
1307 Kings Hwy North		Myrtle Beach	SC	29577	Coastal Plains Restaurants, LLC	843/448-1706
330 East Arlington Blvd		Greenville	NC	27858	Coastal Plains Restaurants, LLC	252/355-1511
245 Church Street		Georgetown	SC	29440	Coastal Plains Restaurants, LLC	843/546-7994
1106 11th St		Goldsboro	NC	27534	Coastal Plains Restaurants, LLC	919/735-2744
3906 S Memorial Drive		Winterville	NC	28590	Coastal Plains Restaurants, LLC	252/439-1041
1451 Benvenue Road		Rocky Mount	NC	27804	Coastal Plains Restaurants, LLC	252/557-9215
475 W Washington St		Nashville	NC	27856	Coastal Plains Restaurants, LLC	252/459-6577
4720 Socastee Blvd		Myrtle Beach	SC	29588	Coastal Plains Restaurants, LLC	843/293-4384
1801 Julian R Allsbrook Hwy		Roanoke Rapids	NC	27870	Coastal Plains Restaurants, LLC	252/308-0210
1304 Western Blvd		Tarboro	NC	27886	Coastal Plains Restaurants, LLC	252/641-4455
2507 E Ash Street		Goldsboro	NC	27534	Coastal Plains Restaurants, LLC	919/735-9320
510 Avon-Belden Road		Avon Lake	OH	44012	Pacific Bells, LLC	440/930-4371
3619 Aramingo Avenue		Philadelphia	PA	19134	Spruce Restaurants, LLC	215/992-5440
600 Airport Center Dr.		Jacksonville	FL	32218	Southeast QSR, LLC	904/751-0102
3188 Willow Creek Road		Prescott	AZ	86305	Vista Foods, Inc.	928/771-9609
791 N Wendy Dr		Newbury Park	CA	91320	Engen Enterprises, Inc.	805/499-1316
10937 Weyburn Ave.	Westwood	Los Angeles	CA	90024	Pacific Coast Taco, Inc.	424/407-0200
510 E Tulare Ave		Tulare	CA	93274	Cotti Foods Corporation	559/688-8033
397 Santa Rosa		San Luis Obispo	CA	93401	Cotti Foods Corporation	805/544-1700
1220 W Henderson		Porterville	CA	93257	Cotti Foods Corporation	559/783-2389
1520 North Hillman Street		Tulare	CA	93274	Cotti Foods Corporation	559/684-9481
3810 Broad Street, Suite 1	Marigold	San Luis Obispo	CA	93401	Cotti Foods Corporation	805/593-0205
202 North Highway 65		Lindsay	CA	93247	Cotti Foods Corporation	559/562-4334
5825 S 35th Ave		Phoenix	AZ	85041	Hot Tacos, Inc.	602/268-9266
1911 Azalea Dr S	Big K	Wiggins	MS	39577	B & G Food Enterprises, LLC	601/528-9191
3026 S. Business Drive		Sheboygan	WI	53081	Sundance, Inc.	920/457-2944
1098 Valley Blvd		Tehachapi	CA	93561	JJC Foods, LLC	661/823-7033

2547 Rosamond Blvd	Suite D	Rosamond	CA	93560	JJC Foods, LLC	661/256-6877
4455 Pacific Avenue		Forest Grove	OR	97116	Pacific Bells, LLC	503/357-4848
650 Niles Road		Fairfield	OH	45014	AG Bells, LLC	513/454-7120
2485 Queensgate Dr.		Richland	WA	99352	Columbia Bells, LLC	509/628-8592
512 Haddonfield Road		Cherry Hill	NJ	08002	New Jersey Restaurants, LLC	856/662-2620
1200 South US Hwy 25E		Barbourville	KY	40906	Charter Foods, Inc.	606/545-6259
431 Tres Pinos Rd		Hollister	CA	95023	Tambro, Inc.	831/636-0435
3517 Camp Creek Parkway		East Point	GA	30344	TME Enterprises I, LTD	404/346-3980
1704 N. Main Street		Shelbyville	TN	37160	Future Restaurants, LLC	931/680-1537
2189 White St		York	PA	17404	Oak Restaurants, LLC	717/854-0680
2600 N. Willow St Pike		Willow Street	PA	17584	Oak Restaurants, LLC	717/464-4740
6520 Carlisle Pike		Mechanicsburg	PA	17055	Oak Restaurants, LLC	717/795-9395
4640 Jonestown Road		Harrisburg	PA	17109	Oak Restaurants, LLC	717/541-5046
2411 E Market St		York	PA	17402	Oak Restaurants, LLC	717/825-1381
655 N 12th Street		Lemoyne	PA	17043	Oak Restaurants, LLC	717/695-2747
2054 S Queen St		York	PA	17403	Oak Restaurants, LLC	717/843-9423
2420 Northampton St		Easton	PA	18042	Oak Restaurants, LLC	610/258-7007
401 East High Street		Carlisle	PA	17013	Oak Restaurants, LLC	717/258-9040
248 North PA Route 100		Breinigsville	PA	18031	Oak Restaurants, LLC	610/530-8888
11 Lee Chatfield Way		Sequim	WA	98382	Cambrian, LLC	360/683-8161
33203 West Eight Mile Road		Livonia	MI	48152	Sundance, Inc.	248/478-4693
15624 West Mc Nichols		Detroit	MI	48235	Sundance, Inc.	313/836-8226
519 Cleveland Ave		Attalla	AL	35954	Champion Restaurants - Fiesta, LLC	256/538-5915
6606 Dalrock Rd.		Rowlett	TX	75089	Metroplex Multifoods, Inc.	972/463-8438
200 E. Hwy 12		Valley Springs	CA	95252	Summit Franchise Management	209/772-3288
2007 E 1st St		Pratt	KS	67124	TB Of America, Inc.	620/672-2946
1408 W 23rd St		Lawrence	KS	66046	KC Bell, Inc.	785/843-7711
1407 W Sixth Avenue		Emporia	KS	66801	KC Bell, Inc.	620/343-7990
1220 W 6th St		Lawrence	KS	66044	KC Bell, Inc.	785/749-0601
320 N. Belt Hwy.		Saint Joseph	MO	64506	KC Bell, Inc.	816/233-7294
3402 S Belt Hwy		Saint Joseph	MO	64503	KC Bell, Inc.	816/364-0601
2807 Eaglecrest Drive		Emporia	KS	66801	KC Bell, Inc.	620/342-8545
910 Francis Street		Saint Joseph	MO	64501	KC Bell, Inc.	816/232-5773
1824 Prairie View Road		Platte City	MO	64079	KC Bell, Inc.	816/858-5675
3301 North Belt Hwy		Saint Joseph	MO	64506	KC Bell, Inc.	816/233-6900
590 S Broad Street		Trenton	NJ	08611	Broadbell, Inc.	609/695-9300
662 Highway 1 S		Lugoff	SC	29078	Johnny W. Outlaw Jr.	803/408-6850
2770 Alum Rock Ave		San Jose	CA	95127	Tambro, Inc.	408/259-3974
1145 Entrance Rd		Leesville	LA	71446	B & G Food Enterprises, LLC	337/537-3291
430 Venice Bypass N		Venice	FL	34292	Coastal QSR, LLC	941/485-5338
5410 Manatee Ave		Bradenton	FL	34209	Coastal QSR, LLC	941/746-6890
9854 Military Trail		Boynton Beach	FL	33436	Coastal QSR, LLC	561/734-8226
738 E Indiantown Rd		Jupiter	FL	33477	Coastal QSR, LLC	561/575-0733
3431 Cleveland Ave		Fort Myers	FL	33901	Coastal QSR, LLC	239/278-0626
2958 N West Federal Hwy		Jensen Beach	FL	34957	Coastal QSR, LLC	772/692-4145
1812 S Us Hwy 1		Fort Pierce	FL	34981	Coastal QSR, LLC	772/460-2429
1710 Tamiami Trail		Port Charlotte	FL	33948	Coastal QSR, LLC	941/255-1221
9400 Daniels Pkwy		Fort Myers	FL	33912	Coastal QSR, LLC	239/768-2018
5557 Fruitville Rd		Sarasota	FL	34236	Coastal QSR, LLC	941/371-0923
8405 Lockwood Ridge		Sarasota	FL	34243	Coastal QSR, LLC	941/359-8226
4385 45th St		West Palm Beach	FL	33407	Coastal QSR, LLC	561/640-7733
1616 Del Prado Blvd S		Cape Coral	FL	33990	Coastal QSR, LLC	239/574-9445
1985 41st Ave		Vero Beach	FL	32960	Coastal QSR, LLC	772/569-3737
9016 S Us Highway 1		Port Saint Lucie	FL	34952	Coastal QSR, LLC	772/398-0111
1901 Mccall Rd S		Englewood	FL	34223	Coastal QSR, LLC	941/473-1090
240 Linton Blvd		Delray Beach	FL	33444	Coastal QSR, LLC	561/276-1000
5811 Bee Ridge Road		Sarasota	FL	34233	Coastal QSR, LLC	941/377-2472
11 Hancock Bridge Pkwy West		Cape Coral	FL	33990	Coastal QSR, LLC	239/772-8600
4860 Palm Beach Blvd		Fort Myers	FL	33905	Coastal QSR, LLC	239/693-9449
2424 Pine Ridge Road		Naples	FL	34109	Coastal QSR, LLC	239/643-7025
3450 S.e. Federal Highway		Stuart	FL	34997	Coastal QSR, LLC	772/221-0008
1001 Kings Hwy		Port Charlotte	FL	33980	Coastal QSR, LLC	941/625-4479
3510 Clark Road		Sarasota	FL	34231	Coastal QSR, LLC	941/922-5934

28370 Trails Edge Blvd		Bonita Springs	FL	34134	Coastal QSR, LLC	239/498-4437
2714 Lee Blvd		Lehigh Acres	FL	33971	Coastal QSR, LLC	239/369-9785
11290 Summerlin Square Dr		Fort Myers Beach	FL	33931	Coastal QSR, LLC	239/437-7177
855 South Tamiami Trail		Sarasota	FL	34236	Coastal QSR, LLC	941/957-4389
50 North Lee Street		La Belle	FL	33935	Coastal QSR, LLC	863/675-3400
2201 State Road 60 E		Valrico	FL	33594	Coastal QSR, LLC	813/657-9726
8835 Davis Blvd		Naples	FL	34116	Coastal QSR, LLC	239/354-6711
6862 Okeechobee Blvd		West Palm Beach	FL	33411	Coastal QSR, LLC	561/686-4001
10611 Gibsonton Drive		Riverview	FL	33569	Coastal QSR, LLC	813/741-2373
2101 West Baker Street		Plant City	FL	33567	Coastal QSR, LLC	813/707-8966
6380 Hypoluxu Road		Lake Worth	FL	33463	Coastal QSR, LLC	561/649-1766
16581 Fishhawk Blvd.		Lithia	FL	33547	Coastal QSR, LLC	813/571-9219
8389 Dani Drive		Fort Myers	FL	33905	Coastal QSR, LLC	239/274-3345
14912 Tamiami Trail		North Port	FL	34287	Coastal QSR, LLC	941/426-5900
12851 S Cleveland Avenue		Fort Myers	FL	33907	Coastal QSR, LLC	239/939-5919
2055 South Tamiami Trail		Venice	FL	34293	Coastal QSR, LLC	941/497-2784
3025 W White Oaks Dr		Springfield	IL	62704	LucWork Enterprises of Springfield, LLC	217/698-3025
1070 S West End Blvd		Quakertown	PA	18951	Oak Restaurants, LLC	215/529-9086
11799 13 Miles Road		Warren	MI	48093	Sundance, Inc.	586/722-7756
37510 S Gratiot Ave		Clinton Township	MI	48036	Sundance, Inc.	586/493-1107
4105 E 8 Mile Rd		Warren	MI	48091	Sundance, Inc.	586/756-0121
45590 Gratiot Avenue		Macomb	MI	48042	Sundance, Inc.	586/948-0317
4111 E Wilder Road		Bay City	MI	48706	Sundance, Inc.	989/667-4625
852 North Van Dyke Road		Bad Axe	MI	48413	Sundance, Inc.	989/269-6250
67556 Main Street		Richmond	MI	48062	Sundance, Inc.	586/727-3964
506 Main St		Standish	MI	48658	Sundance, Inc.	989/846-4805
603 N. Mayo Trail		Paintsville	KY	41240	Charter Foods, Inc.	606/789-1153
1582 Versailles Road		Frankfort	KY	40601	Charter Foods, Inc.	502/848-0225
415 S Belair Road		Martinez	GA	30907	Southeast QSR, LLC	706/863-1977
1415 7th St		Las Vegas	NM	87701	Alvarado Concepts, LLC	505/426-8236
1228 Saint Charles Street		Houma	LA	70360	B & G Food Enterprises, LLC	985/851-6218
1840 SW Gatlin Blvd		Port Saint Lucie	FL	34953	Coastal QSR, LLC	772/621-4836
3075 W Maumee St	Suite B	Angola	IN	46703	Bells and Birds, Inc.	260/668-3555
310 Big Mac Drive		Cookeville	TN	38506	Future Restaurants, LLC	931/537-9101
2328 Highway 45 N		Columbus	MS	39705	V2, Inc.	662/328-1615
5941 East Lake Pkwy		McDonough	GA	30253	McDonough Taco, LLC	770/725-7779
3244 S Western Ave		Marion	IN	46953	K-Mac Enterprises, Inc.	765/651-0059
916 N. Baldwin Ave.		Marion	IN	46952	K-Mac Enterprises, Inc.	765/664-8427
948 W. Parker Street		Baxley	GA	31513	Southeast QSR, LLC	912/367-2884
241 S. Dupont Hwy		Dover	DE	19901	Delaware Restaurants, LLC	302/674-1625
7424 Brookpark Rd		Cleveland	OH	44129	Pacific Bells, LLC	216/741-0024
121 S. Murphy Road		Murphy	TX	75094	Metroplex Multifoods, Inc.	972/422-0619
748 Pinson Road		Forney	TX	75126	Southern Multifoods, Inc.	972/552-9416
500 West Airline Highway		La Place	LA	70068	B & G Food Enterprises, LLC	985/652-1703
108 Loyola Drive		Myrtle Beach	SC	29588	Coastal Plains Restaurants, LLC	843/353-1479
1840 Tarboro St W		Wilson	NC	27893	Coastal Plains Restaurants, LLC	252/237-8903
6512 82nd St		Lubbock	TX	79424	J.P.M., Inc.	806/698-0709
1740 N. Pebble Creek PA		Goodyear	AZ	85395	Hot Tacos, Inc.	623/536-2907
2555 The Alameda		Santa Clara	CA	95050	Kumar Management, Corporation	408/246-3645
1370 Blossom Hill Road		San Jose	CA	95118	Kumar Management, Corporation	408/267-4091
1298 Winchester Blvd		San Jose	CA	95128	Kumar Management, Corporation	408/241-2657
3690 Stevens Creek Blvd		San Jose	CA	95117	Kumar Management, Corporation	408/246-9349
1680 El Camino Real		Santa Clara	CA	95050	Kumar Management, Corporation	408/241-8025
2317 Lyell Avenue		Rochester	NY	14606	Hospitality Syracuse, Inc.	585/247-3590
15545 N Vernon St		Rathdrum	ID	83858	CLC Idaho, LLC	208/687-8512
607 E Main Street		Anna	OH	45302	Mariane, Inc.	937/394-2316
14041 N Cleveland Ave		North Fort Myers	FL	33903	Coastal QSR, LLC	239/652-0288
5875 New Kings Road		Jacksonville	FL	32209	Southeast QSR, LLC	904/765-7826
9203 Highway 71 S		Fort Smith	AR	72916	K-Mac Enterprises, Inc.	479/646-2173
30500-F State Hwy 181		Spanish Fort	AL	36527	Southeast QSR, LLC	251/626-6977
610 East St George Blvd		Saint George	UT	84770	DDO-Utah, LLC	435/673-4400
775 West 200 North		Cedar City	UT	84720	DDO-Utah, LLC	435/586-4445
899 S University Ave		Provo	UT	84601	DDO-Utah, LLC	801/375-8343

1287 East Draper Parkway		Draper	UT	84020	DDO-Utah, LLC	801/553-9944
1244 N Freedom Blvd		Provo	UT	84604	DDO-Utah, LLC	801/377-7080
1418 West Sunset Blvd		Saint George	UT	84770	DDO-Utah, LLC	435/674-2314
633 S 500 E		American Fork	UT	84003	DDO-Utah, LLC	801/492-9000
915 North Main Street		Spanish Fork	UT	84660	DDO-Utah, LLC	801/798-8849
120 N. Carbonville Road		Price	UT	84501	DDO-Utah, LLC	435/636-8184
287 North Main		Springville	UT	84663	DDO-Utah, LLC	801/491-9286
379 W State Street		Hurricane	UT	84737	DDO-Utah, LLC	435/635-5676
433 N 900 E		Provo	UT	84606	DDO-Utah, LLC	801/343-3594
3294 S. Crater Road		Petersburg	VA	23805	BurgerBusters IV, L.L.C.	804/732-0146
1308 N Arkansas Ave		Russellville	AR	72801	K-Mac Enterprises, Inc.	479/968-7444
301 N. Elmira Ave.		Russellville	AR	72802	K-Mac Enterprises, Inc.	479/967-2121
12265 Woodside Ave		Lakeside	CA	92040	St. Mar 2.0 Incorporated	619/561-7313
340 East H Street		Chula Vista	CA	91910	St. Mar 2.0 Incorporated	619/476-0701
696 E St		Chula Vista	CA	91910	St. Mar 2.0 Incorporated	619/422-5288
1561 N. Magnolia Ave.		El Cajon	CA	92020	St. Mar 2.0 Incorporated	619/448-7581
9825 Mission Gorge Road		Santee	CA	92071	St. Mar 2.0 Incorporated	619/448-0484
2506 Jamacha Rd		El Cajon	CA	92019	St. Mar 2.0 Incorporated	619/670-9436
1548 East H Street		Chula Vista	CA	91913	St. Mar 2.0 Incorporated	619/482-4729
2827 Navajo Road		El Cajon	CA	92020	St. Mar 2.0 Incorporated	619/463-6577
13418 Camino Canada		El Cajon	CA	92021	St. Mar 2.0 Incorporated	619/390-6385
632 Dennery Road		San Diego	CA	92154	St. Mar 2.0 Incorporated	619/428-8081
7232 Broadway		Lemon Grove	CA	91945	St. Mar 2.0 Incorporated	619/460-4916
335 N Second St.		El Cajon	CA	92021	St. Mar 2.0 Incorporated	619/588-5107
1502 Encinitas Blvd		Encinitas	CA	92024	JJC Foods, LLC	760/436-8033
2626 El Cajon Blvd		San Diego	CA	92104	JJC Foods, LLC	619/296-5277
3144 Carmel Valley Road		San Diego	CA	92130	JJC Foods, LLC	858/792-0499
9821 Aero Dr		San Diego	CA	92123	JJC Foods, LLC	858/467-0041
2011 Camino Del Este		San Diego	CA	92108	JJC Foods, LLC	619/295-5939
5230 Balboa Ave.		San Diego	CA	92117	JJC Foods, LLC	858/571-4713
13710 Independence Blvd		Indian Trail	NC	28079	Phoenix Taco, L.L.C.	704/882-4701
1008 Bypass S		Lawrenceburg	KY	40342	Charter Foods, Inc.	502/839-8933
664 E Alisal		Salinas	CA	93901	T & K, L.P.	831/753-9070
4721 Bauer Farm Drive		Lawrence	KS	66049	KC Bell, Inc.	785/832-8874
211 West Rayfine Blvd.		Roland	OK	74954	K-Mac Enterprises, Inc.	918/427-4083
8302 N. Highway 146		Baytown	TX	77520	B & G Food Enterprises of Texas, L.L.C.	281/573-2867
6740 SW Eighth St		Miami	FL	33144	South Beach QSR, LLC	305/261-4772
630 NE 79th St		Miami	FL	33138	South Beach QSR, LLC	305/751-7458
15295 S Dixie Hwy		Miami	FL	33157	South Beach QSR, LLC	305/233-2827
3750 NW 79th Ave		Miami	FL	33166	South Beach QSR, LLC	305/593-9039
3190 Coral Way		Miami	FL	33145	South Beach QSR, LLC	305/445-1122
6310 S Dixie Hwy		Miami	FL	33143	South Beach QSR, LLC	305/663-9064
987 North Homestead Blvd	Homestead	Homestead	FL	33030	South Beach QSR, LLC	305/242-1159
13720 S W 8th Street		Miami	FL	33184	South Beach QSR, LLC	305/553-2307
2033 Solano Avenue		Vallejo	CA	94590	PRB Management, LLC	707/552-1711
2247 NE 82nd Ave		Portland	OR	97220	Pacific Bells, LLC	503/257-1018
312 Tunica Dr E		Marksville	LA	71351	B & G Food Enterprises, LLC	318/253-0081
8170 Sheldon Road		Elk Grove	CA	95758	Engen Ventures, Inc.	916/684-2404
6131 West Jim Bilton Blvd.	Shell Station	Saint George	SC	29477	Billy Baker	843/563-8584
821 N Perkins		Stillwater	OK	74075	J.P.M., Inc.	405/372-6270
1676 4th Avenue		Yuma	AZ	85364	Hot Tacos, Inc.	928/783-0954
750 E. 32nd St.		Yuma	AZ	85365	Hot Tacos, Inc.	928/344-3509
1990 N. Imperial Ave.		El Centro	CA	92243	DDO-CAL, Inc.	760/482-5697
350 Wake Ave.		El Centro	CA	92243	DDO-CAL, Inc.	760/482-5781
1901 NW Loop		Longview	TX	75604	Southern Multifoods, Inc.	903/297-1200
1751 E Parks Highway		Wasilla	AK	99654	Denali Foods, Inc.	907/376-7958
1830 Fremont Blvd		Seaside	CA	93955	T & K, L.P.	831/899-3002
12156 South Street		Artesia	CA	90701	Cotti Foods Corporation	562/924-1650
16900 Monterey Rd		Morgan Hill	CA	95037	Tambro, Inc.	408/779-2500
1500 S Main St		Willits	CA	95490	North State Investments, Inc.	707/459-3292
909 2nd Street Pike		Richboro	PA	18954	Oak Restaurants, LLC	215/364-2153
405 E. Walnut Lane		Willard	MO	65781	K-Mac Enterprises, Inc.	417/742-3197
650 Columbia Avenue	Exxon Station	Chapin	SC	29036	Billy Baker	803/945-7020

3922 Lamar Ave.		Paris	TX	75462	Southern Multifoods, Inc.	903/785-7731
1117 S Main St		Maryville	MO	64468	KC Bell, Inc.	660/562-3900
22315 Pontiac Trail		South Lyon	MI	48178	Sundance, Inc.	248/446-1120
2260 Colidge Hwy.		Berkley	MI	48072	Sundance, Inc.	248/545-5534
2353 South Ave. B		Yuma	AZ	85364	Hot Tacos, Inc.	928/782-0224
13405 NE 175th St		Woodinville	WA	98072	Northwest Restaurants, Inc.	425/402-4707
1101-1105 N. Delsea Drive		Glassboro	NJ	08028	New Jersey Restaurants, LLC	856/881-1602
13710 Beach Blvd		Jacksonville	FL	32224	Southeast QSR, LLC	904/992-4858
450 W Olive Ave.		Porterville	CA	93257	Cotti Foods Corporation	559/784-5510
4305 Peach Street		Erie	PA	16509	Charter Foods North, LLC	814/866-3460
2909 W 12th Street		Erie	PA	16505	Charter Foods North, LLC	814/833-3780
2118 Sunset Blvd		Steubenville	OH	43952	Charter Foods North, LLC	740/264-2128
1228 Park Ave		Meadville	PA	16335	Charter Foods North, LLC	814/724-6261
2050 Lebanon Church Rd		West Mifflin	PA	15122	Charter Foods North, LLC	412/653-4115
4801 Mcknight Road		Pittsburgh	PA	15237	Charter Foods North, LLC	412/364-8226
1690 Cochran Rd		Pittsburgh	PA	15220	Charter Foods North, LLC	412/563-8226
2343 Noblestown Rd.		Pittsburgh	PA	15205	Charter Foods North, LLC	412/928-8952
1340 West Chestnut Street		Washington	PA	15301	Charter Foods North, LLC	724/229-7944
208 Plum Street		Edinboro	PA	16412	Charter Foods North, LLC	814/734-8816
6935 Peach Street		Erie	PA	16509	Charter Foods North, LLC	814/866-9335
50737 Valley Frontage Rd		Saint Clairsville	OH	43950	Charter Foods North, LLC	740/695-1190
4225 Buffalo Road		Erie	PA	16510	Charter Foods North, LLC	814/899-7910
6 Broadway Circle		King City	CA	93930	T & K, L.P.	831/385-8151
380 East 10th St		Gilroy	CA	95020	Tambro, Inc.	408/847-4565
61550 Southgate Rd		Cambridge	OH	43725	Charter Foods North, LLC	740/432-9666
3152 Midway Drive		San Diego	CA	92110	JJC Foods, LLC	619/223-1658
3843 Airport Blvd		Mobile	AL	36608	Southeast QSR, LLC	251/341-1836
807 Highway 98		Columbia	MS	39429	B & G Food Enterprises, LLC	601/736-4422
6447 North Royalton Rd		North Royalton	OH	44133	Pacific Bells, LLC	440/237-1401
170 Bernal Rd		San Jose	CA	95119	Tambro, Inc.	408/281-4570
1991 Stantonsburg Rd		Greenville	NC	27834	Coastal Plains Restaurants, LLC	252/757-1711
21959 Highway 46		Lost Hills	CA	93249	Gurmit Jhaj	661/797-2244
1629 N Main St	Chevron	Shamrock	TX	79079	Garrison QSR, LLC	806/256-5078
676 New Loudon Rd		Latham	NY	12110	Hospitality Syracuse, Inc.	518/786-6283
60 Vandenburgh Ave.		Troy	NY	12180	Hospitality Syracuse, Inc.	518/272-6133
811 Route 146		Clifton Park	NY	12065	Hospitality Syracuse, Inc.	518/373-2035
1417 Altamont Ave		Schenectady	NY	12303	Hospitality Syracuse, Inc.	518/357-9006
130 Sanford Farms Shopping		Amsterdam	NY	12010	Hospitality Syracuse, Inc.	518/842-1312
1010 Central Avenue		Albany	NY	12205	Hospitality Syracuse, Inc.	518/438-8220
741 Upper Glen St.		Queensbury	NY	12804	Hospitality Syracuse, Inc.	518/792-7864
776 East Main Street		Cobleskill	NY	12043	Hospitality Syracuse, Inc.	518/234-3315
6 Kendall Way		Malta	NY	12020	Hospitality Syracuse, Inc.	518/899-9740
3012 Route 50		Saratoga Springs	NY	12866	Hospitality Syracuse, Inc.	518/581-2857
56 Wolf Road		Albany	NY	12205	Hospitality Syracuse, Inc.	518/459-7330
420 Balltown Road		Schenectady	NY	12304	Hospitality Syracuse, Inc.	518/346-8907
1038 Glenwood Ave.		Oneida	NY	13421	Hospitality Syracuse, Inc.	315/363-7504
732 State Highway 28		Oneonta	NY	13820	Hospitality Syracuse, Inc.	607/432-1946
350 Fairview Ave.		Hudson	NY	12534	Hospitality Syracuse, Inc.	518/828-3193
45 Farrell Road		Rutland	VT	05701	Hospitality Syracuse, Inc.	802/773-6865
8110 Matlock Rd		Arlington	TX	76002	Metroplex Multifoods, Inc.	682/518-8795
1807 N. Broadway		Santa Maria	CA	93455	Cotti Foods Corporation	805/922-2509
4152 Kent Rd		Stow	OH	44224	Pacific Bells, LLC	330/688-0138
206 Wears Valley Road	Exxon Station	Pigeon Forge	TN	37863	Billy Baker	865/428-1740
154 Whitewater Avenue		Fayetteville	WV	25840	Charter Foods, Inc.	304/574-2055
2380 S W College Road		Ocala	FL	34474	Florida Bells, LLC	352/629-2006
1820 US Highway 1 S		Saint Augustine	FL	32084	Florida Bells, LLC	904/825-4785
616 W Main Street		Inverness	FL	34450	Florida Bells, LLC	352/344-1155
3408 SW Archer Rd		Gainesville	FL	32608	Florida Bells, LLC	352/372-0453
7410 W Newberry Rd		Gainesville	FL	32605	Florida Bells, LLC	352/332-4009
1506 W Tennessee St		Tallahassee	FL	32304	Florida Bells, LLC	850/222-0650
3306 Crill Ave		Palatka	FL	32177	Florida Bells, LLC	386/325-2563
2806 S Monroe		Tallahassee	FL	32301	Florida Bells, LLC	850/942-1801
555 NE Hwy 19		Crystal River	FL	34428	Florida Bells, LLC	352/795-4107

3839 Capital Circle NE		Tallahassee	FL	32308	Florida Bells, LLC	850/893-9328
2116 E Silver Springs Blvd		Ocala	FL	34470	Florida Bells, LLC	352/867-0041
2224 NW 13th St		Gainesville	FL	32605	Florida Bells, LLC	352/374-4335
4200 W Tennessee St		Tallahassee	FL	32304	Florida Bells, LLC	850/576-8747
10199 SE Hwy 441		Belleview	FL	34420	Florida Bells, LLC	352/347-1113
1020 Palm Coast Parkway		Palm Coast	FL	32137	Florida Bells, LLC	386/447-0801
3529 Apalachee Pkwy		Tallahassee	FL	32311	Florida Bells, LLC	850/656-9166
2453 State Road 16		Saint Augustine	FL	32092	Florida Bells, LLC	904/827-1121
3209 N. Monroe St		Tallahassee	FL	32303	Florida Bells, LLC	850/514-1776
3501 West Silver Springs Blvd		Ocala	FL	34475	Florida Bells, LLC	352/369-3977
3325 NW Pine Avenue		Ocala	FL	34475	Florida Bells, LLC	352/690-6690
1650 NE 163rd St		North Miami Beach	FL	33162	Florida Bells, LLC	305/956-9666
3970 W Oakland Park Blvd		Lauderdale Lakes	FL	33311	Florida Bells, LLC	954/739-8612
12575 Sunrise Blvd.		Sunrise	FL	33323	Florida Bells, LLC	954/846-1303
1425 N Park		Weston	FL	33326	Florida Bells, LLC	954/389-9029
1830 South Federal Highway		Fort Lauderdale	FL	33316	Florida Bells, LLC	954/779-1161
640 NE 125th Street		North Miami	FL	33161	Florida Bells, LLC	305/893-0143
17950 NW 27th Ave		Miami Gardens	FL	33056	Florida Bells, LLC	305/628-9886
7610 S.E. Maricamp Road		Ocala	FL	34472	Florida Bells, LLC	352/680-3623
13545 S.W. 17th Court		Ocala	FL	34473	Florida Bells, LLC	352/307-4300
15350 NW 144th Way		Alachua	FL	32615	Florida Bells, LLC	386/418-8105
1365 E Main St		Bellevue	OH	44811	Edwin M Coles	419/483-6050
1409 Rees St		Breaux Bridge	LA	70517	B & G Food Enterprises, LLC	337/332-6834
8317 W. Judge Perez		Chalmette	LA	70043	B & G Food Enterprises, LLC	504/277-4257
1410 East Main Street		Carbondale	IL	62901	W & M Restaurants, Inc.	618/549-8433
15640 NE Fourth Plain Rd		Vancouver	WA	98682	Pacific Bells, LLC	360/828-8667
321 Alvarado St		Monterey	CA	93940	T & K, L.P.	831/373-8166
1711 Hunt Highway		San Tan Valley	AZ	85143	E & C Taco, Inc.	480/987-9023
160 Blowing Rock Blvd		Lenoir	NC	28645	Phoenix Taco, L.L.C.	828/754-4037
15 Brinker Dr.		Petal	MS	39465	Paradise Foods, Inc.	601/582-7993
951 E Greenville Pike		Winchester	IN	47394	K-Mac Enterprises, Inc.	765/584-6000
8170 Gerber Rd		Sacramento	CA	95828	Engen Ventures, Inc.	916/681-3548
5974 W Main St		Houma	LA	70360	B & G Food Enterprises, LLC	985/868-1930
202 Pine Lake Ave		La Porte	IN	46350	Sundance, Inc.	219/324-5180
13 W Ogden Avenue		Westmont	IL	60559	Sundance, Inc.	630/964-7738
1140 S York Rd		Bensenville	IL	60106	Sundance, Inc.	630/595-5162
125 W Roosevelt Rd		Villa Park	IL	60181	Sundance, Inc.	630/495-2787
1950 Douglas Road		Montgomery	IL	60538	Sundance, Inc.	630/897-7155
1818 Plainfield Rd		Crest Hill	IL	60403	Sundance, Inc.	815/744-2606
7451 Lemont Rd		Downers Grove	IL	60516	Sundance, Inc.	630/968-7033
1287 Rickert Dr		Naperville	IL	60540	Sundance, Inc.	630/357-6954
420 W Maple St.		New Lenox	IL	60451	Sundance, Inc.	815/462-0464
9281 159th St		Orland Hills	IL	60487	Sundance, Inc.	708/349-3663
7660 Barrington Road		Hanover Park	IL	60133	Sundance, Inc.	630/830-3320
2924 Plainfield Rd	Louis Joliet Mall	Joliet	IL	60435	Sundance, Inc.	815/439-1012
2775 Aurora Ave		Naperville	IL	60540	Sundance, Inc.	630/355-6684
125 S. Larkin Ave.		Joliet	IL	60435	Sundance, Inc.	815/744-5390
1010 Summit Street		Elgin	IL	60120	Sundance, Inc.	847/608-8226
304 South McLean Blvd		Elgin	IL	60120	Sundance, Inc.	847/608-0842
1224 E. Dundee Rd.		Palatine	IL	60067	Sundance, Inc.	847/358-1018
1501 River Oaks Dr		Calumet City	IL	60409	Sundance, Inc.	708/832-9371
76 S. Weber Rd.		Romeoville	IL	60446	Sundance, Inc.	815/372-2477
490 Randall Road		South Elgin	IL	60177	Sundance, Inc.	847/741-5275
665 S. Sutton Rd.		Streamwood	IL	60107	Sundance, Inc.	630/830-2252
20160 LaGrange Rd.		Frankfort	IL	60423	Sundance, Inc.	815/464-6248
996 Brook Forest Avenue		Shorewood	IL	60431	Sundance, Inc.	815/439-3168
7224 W. 191st St.		Tinley Park	IL	60477	Sundance, Inc.	815/806-0364
2605 N. Velasco St.		Angleton	TX	77515	B & G Food Enterprises of Texas, L.L.C.	979/849-0015
2508 Old Spanish Trail		Slidell	LA	70461	B & G Food Enterprises, LLC	985/641-5305
4603 Chef Menteur Hwy		New Orleans	LA	70126	B & G Food Enterprises, LLC	504/283-9006
305 South Warrington Road		Pensacola	FL	32507	Southeast QSR, LLC	850/456-0012
2525 Marconi Ave		Sacramento	CA	95821	D. G. Smith Enterprises, Inc.	916/486-0747
1111 Rt 75	One West	Kenova	WV	25530	Sun Culinary, LLC	304/453-1000

5327 South 6th St		Klamath Falls	OR	97603	DeClerck Enterprises, A Partnership	541/273-0103
1597 N Sanborn Rd		Salinas	CA	93905	T & K, L.P.	831/772-2340
1143 S Mission St		Mount Pleasant	MI	48858	Bells and Birds, Inc.	989/773-9048
3029 W 8th St		Los Angeles	CA	90005	Cotti Foods Corporation	213/380-2012
12011 Venice Blvd		Los Angeles	CA	90066	Cotti Foods Corporation	310/398-7717
4305 El Segundo Blvd		Hawthorne	CA	90250	Cotti Foods Corporation	310/676-5991
12800 S. Figueroa St.		Los Angeles	CA	90061	Cotti Foods Corporation	310/327-8387
420 West Main Street		Pomeroy	OH	45769	CLATRA, INC.	740/992-6699
180 Rowland Blvd		Novato	CA	94945	Kumar Management, Corporation	415/898-4003
210 El Camino Real		Millbrae	CA	94030	Kumar Management, Corporation	650/692-1542
2513 W Beebe Capps Expy		Searcy	AR	72143	K-Mac Enterprises, Inc.	501/268-2246
3875 SE Green Country Rd		Bartlesville	OK	74006	K-Mac Enterprises, Inc.	918/333-0963
2402 E Shawnee		Muskogee	OK	74403	K-Mac Enterprises, Inc.	918/682-7303
1345 Southern Hills Drive		West Plains	MO	65775	K-Mac Enterprises, Inc.	417/256-1131
1255 N. Rock Road		Mulvane	KS	67110	TB Of America, Inc.	316/777-9104
4220 Burbank Dr		Baton Rouge	LA	70808	B & G Food Enterprises, LLC	225/763-6881
931 N Wales Rd		North Wales	PA	19454	Oak Restaurants, LLC	215/412-7621
1153 West McClain Ave.		Scottsburg	IN	47170	C. & M. Smith Restaurants, Inc.	812/752-4551
367 Cornelia Street		Plattsburgh	NY	12901	Plattsburgh Taco, Inc.	518/561-6716
833 Highway 62 E		Mountain Home	AR	72653	K-Mac Enterprises, Inc.	870/425-0612
1102 S Saint Louis St		Batesville	AR	72501	K-Mac Enterprises, Inc.	870/793-7111
2525 W Kings Hwy		Paragould	AR	72450	K-Mac Enterprises, Inc.	870/236-8782
2055 N Washington		Forrest City	AR	72335	K-Mac Enterprises, Inc.	870/633-8371
1400 Rutledge Lane		Union City	TN	38261	K-Mac Enterprises, Inc.	731/885-7570
2730 Lake Rd		Dyersburg	TN	38024	K-Mac Enterprises, Inc.	731/286-2355
849 University St		Martin	TN	38237	K-Mac Enterprises, Inc.	731/587-6800
451 Nathan Dean Blvd		Dallas	GA	30132	Mahamitra, LLC	770/999-0377
1718 State Route 60		Vermilion	OH	44089	Edwin M Coles	440/963-7438
109 Springboro Pike		Dayton	OH	45449	Fiesta Holdings, Inc.	937/439-4739
1008 S Crowley Rd		Crowley	TX	76036	Metroplex Multifoods, Inc.	817/297-1870
21150 US Highway 71		Jane	MO	64856	K-Mac Enterprises, Inc.	417/226-0636
18327 Gulf Freeway		Webster	TX	77598	B & G Food Enterprises of Texas, L.L.C.	281/990-8031
702 Highway 92 S		Dandridge	TN	37725	Robert A Jenkins	865/397-8811
3858 North Peck Rd		El Monte	CA	91732	Ashoori, Nader	626/443-3101
25101 Dorris Ave		Coalinga	CA	93210	T & K, L.P.	559/935-1177
27494 Dana Circle		Kettleman City	CA	93239	T & K, L.P.	559/386-4314
6 Maple Street		Salinas	CA	93901	T & K, L.P.	831/287-6194
244 Reservation Rd		Marina	CA	93933	T & K, L.P.	831/200-9050
1185 Front Street		Soledad	CA	93960	T & K, L.P.	831/678-9692
610 Glenn Blvd SW		Fort Payne	AL	35967	Mid-South Bells, LLC	256/845-7512
400 Kimball Crossing Dr		Kimball	TN	37347	Mid-South Bells, LLC	423/837-8522
225 N Main St		Cedartown	GA	30125	Mid-South Bells, LLC	770/748-1045
5475 Appalachian Hwy		Blue Ridge	GA	30513	Mid-South Bells, LLC	706/632-8306
71 McCurdy Ave N		Rainsville	AL	35986	Mid-South Bells, LLC	256/638-2622
593 Elbert St		Elberton	GA	30635	Mid-South Bells, LLC	706/213-1416
13721 Jones St		Lavonia	GA	30553	Mid-South Bells, LLC	706/356-5727
11083 Asheville Hwy		Inman	SC	29349	Mid-South Bells, LLC	864/473-2278
3431 Highway 153		Piedmont	SC	29673	Mid-South Bells, LLC	864/269-8664
1532 E Main St		Duncan	SC	29334	Mid-South Bells, LLC	864/486-0166
655 Hwy 28 Bypass		Anderson	SC	29624	Mid-South Bells, LLC	864/716-0633
8860 Highway 20		Madison	AL	35758	Mid-South Bells, LLC	256/772-8351
1740 Gunter Ave		Guntersville	AL	35976	Mid-South Bells, LLC	256/582-7786
609 2nd Ave E		Oneonta	AL	35121	Mid-South Bells, LLC	205/625-5006
11880 AL Highway 157		Moulton	AL	35650	Mid-South Bells, LLC	256/974-0888
3152 North Main		Anderson	SC	29621	Mid-South Bells, LLC	864/225-4348
615 Fairview Rd		Simpsonville	SC	29681	Mid-South Bells, LLC	864/967-7135
5197 Calhoun Memorial Hwy		Easley	SC	29640	Mid-South Bells, LLC	864/859-1896
2031 Wade Hampton Blvd		Greenville	SC	29615	Mid-South Bells, LLC	864/244-0117
1783 Asheville Hwy		Spartanburg	SC	29303	Mid-South Bells, LLC	864/573-5597
3409 W Blueridge Dr		Greenville	SC	29611	Mid-South Bells, LLC	864/220-0648
2 Mills Avenue		Greenville	SC	29605	Mid-South Bells, LLC	864/467-1098
1057 Tiger Blvd		Clemson	SC	29631	Mid-South Bells, LLC	864/654-7746
713 Big A Rd		Toccoa	GA	30577	Mid-South Bells, LLC	706/886-8165

1610 Sandifer Blvd		Seneca	SC	29678	Mid-South Bells, LLC	864/888-4800
7680 Warren H Abernathy Hwy		Spartanburg	SC	29301	Mid-South Bells, LLC	864/587-1904
1604 Hwy 72 Bypass		Greenwood	SC	29649	Mid-South Bells, LLC	864/229-5511
1770 Woodruff Road		Greenville	SC	29607	Mid-South Bells, LLC	864/676-1040
1608 W Floyd Baker Blvd		Gaffney	SC	29341	Mid-South Bells, LLC	864/902-9929
34600 Groesbeck Hwy		Clinton Township	MI	48035	Sundance, Inc.	586/231-0787
1110 N Hills Blvd		Reno	NV	89506	D. G. Smith Enterprises, Inc.	775/677-0515
9940 W McDowell Rd.		Avondale	AZ	85392	Hot Tacos, Inc.	623/643-9816
2005 W 136th Ave		Broomfield	CO	80023	Alvarado Concepts, LLC	303/452-0513
1278 East MI-36		Pinckney	MI	48169	Sundance, Inc.	734/648-0558
4201 Tamiami Trail		Naples	FL	34112	Coastal QSR, LLC	239/455-2020
117 Paseo Del Canyon		Taos	NM	87571	Alvarado Concepts, LLC	575/737-0400
1010 Haul Road		Page	AZ	86040	Hot Tacos, Inc.	928/645-0013
11525 Maumelle Blvd		North Little Rock	AR	72113	K-Mac Enterprises, Inc.	501/812-6796
16050 SE Sunnyside Rd		Happy Valley	OR	97015	Pacific Bells, LLC	503/558-9118
2471 Berryessa Road	Unit 1	San Jose	CA	95132	Tambro, Inc.	408/251-3432
1122 S. Veterans Parkway		Bloomington	IL	61704	LucWork Enterprises, Inc.	309/556-0044
1029 S Washington St		Chillicothe	MO	64601	KC Bell, Inc.	660/646-1140
1310 Broadway St.		Pearland	TX	77581	B & G Food Enterprises of Texas, L.L.C.	281/996-7731
200 W. Ellendale Ave.		Dallas	OR	97338	Weber Coastal Bells Limited Partnership	503/623-3600
5891 Chapman Ave		Garden Grove	CA	92845	Cotti Foods Corporation	714/893-5573
5821 Saratoga Blvd		Corpus Christi	TX	78414	Southern Multifoods, Inc.	361/986-0300
1325 Town Centre Dr		Eagan	MN	55123	Border Foods, LLC	651/287-1001
9625 Jefferson Davis Hwy		Fredericksburg	VA	22407	BurgerBusters IV, L.L.C.	540/898-9029
3680 N Eagle Rd		Boise	ID	83713	ES-O-EN TB, LLC	208/938-1305
2300 Church St.		Conway	SC	29526	Coastal Plains Restaurants, LLC	843/779-2063
907 S 5th St		Hartsville	SC	29550	Coastal Plains Restaurants, LLC	843/383-0903
1612 S Irby Street		Florence	SC	29505	Coastal Plains Restaurants, LLC	843/629-1228
2011 Monticello Ave		Norfolk	VA	23517	Mid Atlantic Taco LLC	757/622-5565
2469 E. Little Creek Rd.		Norfolk	VA	23518	Mid Atlantic Taco LLC	757/583-4210
5195 Shore Dr		Virginia Beach	VA	23455	Mid Atlantic Taco LLC	757/363-0420
1802 Russellville Rd.		Bowling Green	KY	42101	TB Of America, Inc.	270/846-9976
2800 S Claiborne Ave		New Orleans	LA	70115	B & G Food Enterprises, LLC	504/891-9301
396 Sam Houston Jones Pkwy		Moss Bluff	LA	70611	B & G Food Enterprises, LLC	337/217-1330
726 S Van Buren Rd		Eden	NC	27288	Fulenwider Enterprises, Inc.	336/623-8226
1530 SE Discovery Lane		Warrenton	OR	97146	Weber Coastal Bells Limited Partnership	503/861-0717
2425 State Hwy 74		Purcell	OK	73080	Mohammad Choudhry	405/527-0688
2610 Hilltop Dr		Redding	CA	96002	J.A. Sutherland, Inc.	530/221-7274
2398 Esplanade		Chico	CA	95926	J.A. Sutherland, Inc.	530/893-0251
1220 Market St		Redding	CA	96001	J.A. Sutherland, Inc.	530/246-3826
5 W. City Avenue		Bala Cynwyd	PA	19004	Oak Restaurants, LLC	610/660-6147
821 N Milpas Street		Santa Barbara	CA	93103	Engen Enterprises, Inc.	805/962-1114
5980 Hollister Avenue		Goleta	CA	93117	Engen Enterprises, Inc.	805/964-5330
191 E Highway 246		Buellton	CA	93427	Engen Enterprises, Inc.	805/688-6683
1548 North H Street	Mission Plaza	Lompoc	CA	93436	Engen Enterprises, Inc.	805/735-8890
140 N. Fairview		Goleta	CA	93117	Engen Enterprises, Inc.	805/845-4518
1717 E. Vista Chino St.-Bldg. E		Palm Springs	CA	92262	PSTB, LLC	760/318-4197
31-705 Date Palm Dr.		Cathedral City	CA	92234	PSTB, LLC	760/321-1275
78932 Highway 111		La Quinta	CA	92253	PSTB, LLC	760/564-5436
42750 B Jackson St.		Indio	CA	92203	PSTB, LLC	760/347-8974
83-157 Avenue 48		Coachella	CA	92236	PSTB, LLC	760/347-5348
7540 Bellfort St.		Houston	TX	77061	B & G Food Enterprises of Texas, L.L.C.	713/643-5945
475 N Sheldon Road		Channelview	TX	77530	B & G Food Enterprises of Texas, L.L.C.	281/452-3874
7139 Louetta Rd.		Spring	TX	77379	B & G Food Enterprises of Texas, L.L.C.	281/376-6835
10019 FM 1960 Bypass		Humble	TX	77338	B & G Food Enterprises of Texas, L.L.C.	281/540-7420
10615 Westheimer Rd.		Houston	TX	77042	B & G Food Enterprises of Texas, L.L.C.	713/952-9422
3453 Hwy 6 South		Sugar Land	TX	77478	B & G Food Enterprises of Texas, L.L.C.	281/265-7700
904 S. Wayside Dr.		Houston	TX	77023	B & G Food Enterprises of Texas, L.L.C.	713/926-2179
3202 Spencer Hwy		Pasadena	TX	77504	B & G Food Enterprises of Texas, L.L.C.	713/941-3119
302 Southmore Ave.		Pasadena	TX	77502	B & G Food Enterprises of Texas, L.L.C.	713/472-5513
213 West Road @ I-45		Houston	TX	77038	B & G Food Enterprises of Texas, L.L.C.	281/820-6606
4490 Panther Creek Pne		The Woodlands	TX	77381	B & G Food Enterprises of Texas, L.L.C.	281/363-9707
3103 College Park Drive		The Woodlands	TX	77384	B & G Food Enterprises of Texas, L.L.C.	936/271-3608

25109 Market Place Drive		Katy	TX	77494	B & G Food Enterprises of Texas, L.L.C.	281/644-2599
15255 Wallisville Rd.		Houston	TX	77049	B & G Food Enterprises of Texas, L.L.C.	281/454-4974
17721 FM 529 Rd		Houston	TX	77095	B & G Food Enterprises of Texas, L.L.C.	281/345-8197
9639 N Sam Houston Pkwy E		Humble	TX	77396	B & G Food Enterprises of Texas, L.L.C.	281/441-1277
32902 FM 2978		Magnolia	TX	77354	B & G Food Enterprises of Texas, L.L.C.	281/259-0490
8919 Spring Cypress Rd.		Spring	TX	77379	B & G Food Enterprises of Texas, L.L.C.	832/717-4433
6117 N. Fry Road		Katy	TX	77449	B & G Food Enterprises of Texas, L.L.C.	281/858-5024
2093 Taylor Street		Houston	TX	77007	B & G Food Enterprises of Texas, L.L.C.	832/618-1406
12351 FM 1960 West		Houston	TX	77065	B & G Food Enterprises of Texas, L.L.C.	281/807-3602
9945 Six Pines Dr		The Woodlands	TX	77380	B & G Food Enterprises of Texas, L.L.C.	281/465-8295
323 S Cedar Ridge Drive		Duncanville	TX	75116	K-Mac Enterprises, Inc.	972/298-6268
3223 Fort Worth Ave		Dallas	TX	75211	K-Mac Enterprises, Inc.	214/339-3074
801 S Belt Line Rd.		Irving	TX	75060	K-Mac Enterprises, Inc.	972/986-2041
2245 W Northwest Hwy		Dallas	TX	75220	K-Mac Enterprises, Inc.	214/357-6511
2972 West Wheatland Road		Dallas	TX	75237	K-Mac Enterprises, Inc.	972/572-7522
8249 N Stemmons Fwy.		Dallas	TX	75247	K-Mac Enterprises, Inc.	214/951-0950
8407 S Lancaster Rd		Dallas	TX	75241	K-Mac Enterprises, Inc.	972/228-2220
4345 W Camp Wisdom Rd.		Dallas	TX	75237	K-Mac Enterprises, Inc.	972/296-0165
3470 Illinois Ave.		Dallas	TX	75211	K-Mac Enterprises, Inc.	214/337-0600
1702 N. Cockrell Hill Rd.		Dallas	TX	75212	K-Mac Enterprises, Inc.	214/951-7823
4214 N. Highway 75		Sherman	TX	75090	K-Mac Enterprises, Inc.	903/893-9824
1907 E. Beltline Rd.		Carrollton	TX	75006	K-Mac Enterprises, Inc.	972/416-3529
4431 S. Collins St.		Arlington	TX	76018	K-Mac Enterprises, Inc.	817/472-8911
2824 N. Main St.		Fort Worth	TX	76106	Southern Multifoods, Inc.	817/625-8313
1221 Oakland Blvd.		Fort Worth	TX	76103	Southern Multifoods, Inc.	817/429-3919
5304 River Oaks Blvd		River Oaks	TX	76114	Southern Multifoods, Inc.	817/763-5072
1201 W. Glade Rd.		Euless	TX	76039	Southern Multifoods, Inc.	817/267-2480
9820 Walnut Hill Ln		Dallas	TX	75238	North Texas Bells, LLC	214/349-1139
1050 Northwest Hwy		Garland	TX	75041	North Texas Bells, LLC	972/270-5115
517 W Arapaho Rd.		Richardson	TX	75080	North Texas Bells, LLC	972/783-6442
1008 E. Frankford Rd.		Carrollton	TX	75007	North Texas Bells, LLC	972/245-6776
11441 Jupiter Road		Dallas	TX	75218	North Texas Bells, LLC	214/328-1155
215 S Custer Rd.		Allen	TX	75013	North Texas Bells, LLC	972/747-1751
8613 Ohio Drive		Plano	TX	75024	North Texas Bells, LLC	972/731-0548
731 Hebron Parkway		Lewisville	TX	75057	North Texas Bells, LLC	214/488-5591
7110 Greenville Ave		Dallas	TX	75231	North Texas Bells, LLC	214/696-1400
8658 Highway 121		McKinney	TX	75070	North Texas Bells, LLC	214/383-4624
11702 Plano Rd.		Dallas	TX	75243	North Texas Bells, LLC	214/221-5480
15208 Montfort Dr		Dallas	TX	75254	North Texas Bells, LLC	972/918-3560
3420 E Hebron Parkway		Carrollton	TX	75010	North Texas Bells, LLC	972/733-4280
2323 W Main St		Rapid City	SD	57702	Border Foods of Wyoming, LLC	605/341-5202
902 E. North Street		Rapid City	SD	57701	Border Foods of Wyoming, LLC	605/341-7564
2700 Mt Rushmore Road		Rapid City	SD	57701	Border Foods of Wyoming, LLC	605/388-0212
1705 North Avenue		Spearfish	SD	57783	Border Foods of Wyoming, LLC	605/644-8805
1085 E Michigan Ave		Ypsilanti	MI	48198	Sundance, Inc.	734/480-1793
837 Turf Farm Rd.		Payson	UT	84651	DDO-Utah, LLC	801/465-6952
116 E Route 66		Glendora	CA	91740	Cotti Foods Corporation	626/963-2616
1820 N Division St		Morris	IL	60450	Sundance, Inc.	815/416-0938
1600 W Reynolds St		Pontiac	IL	61764	Sundance, Inc.	815/842-6734
4109 Columbus St		Ottawa	IL	61350	Sundance, Inc.	815/431-0498
195 South Creek Drive		Manteno	IL	60950	Sundance, Inc.	815/468-6430
5257 Trompeter Road		Peru	IL	61354	Sundance, Inc.	815/224-3400
1644 W 95th St		Chicago	IL	60643	Sundance, Inc.	773/779-5600
413 Sauk Trail		Park Forest	IL	60466	Sundance, Inc.	708/503-0911
501 Bob Blair Road		Minooka	IL	60447	Sundance, Inc.	815/467-7716
1905 Southwest Blvd		Jefferson City	MO	65109	K-Mac Enterprises, Inc.	573/635-3773
3554 Osage Beach Pkwy		Osage Beach	MO	65065	K-Mac Enterprises, Inc.	573/365-4012
229 VFW Memorial Dr		Saint Robert	MO	65584	K-Mac Enterprises, Inc.	573/336-4633
423 E Highway 54		Camdenton	MO	65020	K-Mac Enterprises, Inc.	573/346-7824
810 S Jefferson Ave.		Lebanon	MO	65536	K-Mac Enterprises, Inc.	417/532-3068
2605 Missouri Blvd		Jefferson City	MO	65109	K-Mac Enterprises, Inc.	573/635-5665
1109 N Bishop Avenue		Rolla	MO	65401	K-Mac Enterprises, Inc.	573/364-7474
1604 2nd St	Marketplace	Beaumont	CA	92223	JJC Foods, LLC	951/769-0302

3115 Harbor Blvd.		Costa Mesa	CA	92626	Cotti Foods Corporation	714/432-7745
10754 S. Commercial Centre		Yuma	AZ	85365	Hot Tacos, Inc.	928/342-0577
2460 Nashville Rd		Bowling Green	KY	42101	TB Of America, Inc.	270/393-2237
2004 S Washington Ave		Titusville	FL	32780	Bravo Foods, LLC	321/267-7987
410 N Courtenay Pkwy		Merritt Island	FL	32953	Bravo Foods, LLC	321/459-1967
3645 N Atlantic Ave		Cocoa Beach	FL	32931	Bravo Foods, LLC	321/783-8080
2424 Wickham Rd		Melbourne	FL	32935	Bravo Foods, LLC	321/253-1881
188 Barton Blvd		Rockledge	FL	32955	Bravo Foods, LLC	321/636-2400
2721 Clear Lake Rd.		Cocoa	FL	32922	Bravo Foods, LLC	321/631-8938
631 Barnes Blvd.		Rockledge	FL	32955	Bravo Foods, LLC	321/638-4789
4225 E Colonial Drive		Orlando	FL	32803	Bravo Foods, LLC	407/896-7940
10005 University Blvd.		Orlando	FL	32817	Bravo Foods, LLC	407/679-2551
6611 West Colonial Drive		Orlando	FL	32818	Bravo Foods, LLC	407/298-7241
3755 W. Lake Mary Blvd.		Lake Mary	FL	32746	Bravo Foods, LLC	407/321-8720
2628 Enterprise Rd.		Orange City	FL	32763	Bravo Foods, LLC	386/775-1363
690 S Orlando Ave		Winter Park	FL	32789	Bravo Foods, LLC	407/647-6668
5400 N. Orange Blossom Trail		Orlando	FL	32810	Bravo Foods, LLC	407/295-1016
711 Lee Road		Orlando	FL	32810	Bravo Foods, LLC	407/644-3666
1200 WP Ball Blvd		Sanford	FL	32771	Bravo Foods, LLC	407/688-0457
16880 E. Colonial Dr.		Orlando	FL	32820	Bravo Foods, LLC	407/568-9114
2753 Elkcam Blvd.		Deltona	FL	32738	Bravo Foods, LLC	386/532-5299
1859 W County Road 419		Oviedo	FL	32765	Bravo Foods, LLC	407/359-6612
6065 S. Goldenrod Rd.		Orlando	FL	32822	Bravo Foods, LLC	407/249-2102
10211 Narcoossee Rd.		Orlando	FL	32832	Bravo Foods, LLC	407/282-4557
1860 State Road 44		New Smyrna Beach	FL	32168	Bravo Foods, LLC	386/409-3478
940 Boardman-Poland Rd		Youngstown	OH	44512	Charter Foods North, LLC	330/726-0028
1600 N. Main St.		North Canton	OH	44720	Charter Foods North, LLC	330/497-1386
223 W Main St		Louisville	OH	44641	Charter Foods North, LLC	330/875-0500
458 Boardman-Canfield Road		Youngstown	OH	44512	Charter Foods North, LLC	330/758-8274
850 N. Canfield Niles Rd.		Youngstown	OH	44515	Charter Foods North, LLC	330/505-0803
6441 Market Ave. North		Canton	OH	44721	Charter Foods North, LLC	330/305-1823
448 E Jackson St.		Medford	OR	97501	Columbia Bells, LLC	541/779-1988
301 NE Terry Ln		Grants Pass	OR	97526	Columbia Bells, LLC	541/479-8521
1311 Center Drive	Gateway Center	Medford	OR	97501	Columbia Bells, LLC	541/772-8720
2490 Crater Lake Highway		Medford	OR	97504	Columbia Bells, LLC	541/858-9111
2323 W. Main Street		Medford	OR	97501	Columbia Bells, LLC	541/608-7382
369 S Avalon Park Blvd		Orlando	FL	32828	Bravo Foods, LLC	407/281-0954
1602 N NAVARRO ST		Victoria	TX	77901	Southern Multifoods, Inc.	361/576-9380
801 E Central Ave		West Carrollton	OH	45449	Fiesta Holdings, Inc.	937/859-1650
402 South Van Buren		Enid	OK	73701	J.P.M., Inc.	580/234-5849
15 Schuyler Ave		North Arlington	NJ	07031	Pyramid Service Management, LLC	201/772-5632
2434 Del Paso Blvd		Sacramento	CA	95815	D. G. Smith Enterprises, Inc.	916/929-3961
3820 Northgate Blvd		Sacramento	CA	95834	D. G. Smith Enterprises, Inc.	916/649-1790
6440 Antelope Rd		Citrus Heights	CA	95621	D. G. Smith Enterprises, Inc.	916/722-1173
342 North Sunrise Blvd		Roseville	CA	95661	D. G. Smith Enterprises, Inc.	916/774-9766
1060 N. Beach St.		Fort Worth	TX	76111	Southern Multifoods, Inc.	817/834-1794
1321 E. Center Street		Ithaca	MI	48847	Bells and Birds, Inc.	989/875-7009
3262 E Holland Road		Saginaw	MI	48601	Bells and Birds, Inc.	989/754-3121
6345 Dixie Highway		Bridgeport	MI	48722	Bells and Birds, Inc.	989/777-1511
2225 Dublin Granville Rd		Columbus	OH	43229	G-Made, Inc.	614/895-7667
294 S. Hamilton Road		Gahanna	OH	43230	G-Made, Inc.	614/471-8716
3605 S High St		Columbus	OH	43207	G-Made, Inc.	614/497-8211
1680 Hilliard Rome Rd		Hilliard	OH	43026	G-Made, Inc.	614/529-0113
6970 E Broad St		Columbus	OH	43213	G-Made, Inc.	614/863-6776
3944 E Broad St		Whitehall	OH	43213	G-Made, Inc.	614/236-0076
2625 Maret St NE		Canton	OH	44705	Charter Foods North, LLC	330/453-3024
926 N Main Street		Bishop	CA	93514	D. G. Smith Enterprises, Inc.	760/873-6752
118 E 12th St		Erie	PA	16501	Charter Foods North, LLC	814/455-5800
1472 N Michigan Ave		Saginaw	MI	48602	Bells and Birds, Inc.	989/607-4144
2611 Gentry Parkway		Tyler	TX	75702	R2 Restaurants, Inc.	903/597-1766
3825 Troup Highway		Tyler	TX	75703	R2 Restaurants, Inc.	903/581-1436
500 S Southwest Loop 323		Tyler	TX	75701	R2 Restaurants, Inc.	903/597-9244
3808 S Broadway Ave		Tyler	TX	75701	R2 Restaurants, Inc.	903/534-1469

125 N E Loop 564		Mineola	TX	75773	R2 Restaurants, Inc.	903/569-6729
3401 South Main Street		Lindale	TX	75771	R2 Restaurants, Inc.	903/882-4335
656 Hwy 31 East		Chandler	TX	75758	R2 Restaurants, Inc.	903/849-2300
2760 E 5Th St.		Tyler	TX	75701	R2 Restaurants, Inc.	903/592-6391
7425 S. Broadway		Tyler	TX	75703	R2 Restaurants, Inc.	903/939-1873
199 Corinth Road		Queensbury	NY	12804	Hospitality Syracuse, Inc.	518/792-0210
1130 Highway 67 West		Alvarado	TX	76009	Metroplex Multifoods, Inc.	817/783-2394
5217 Mudd Tavern Road		Woodford	VA	22580	BurgerBusters VIII, L.L.C.	540/805-5913
641 North 14 St		Leesburg	FL	34748	US Leader Restaurants OpCo, LLC	352/326-3005
1113 W. 3rd St.		Elk City	OK	73644	J.P.M., Inc.	580/225-2467
3378 Memorial Blvd		Murfreesboro	TN	37130	Future Restaurants, LLC	615/624-6058
3720 Nash St N		Wilson	NC	27896	Coastal Plains Restaurants, LLC	252/991-5699
7457 NY State Route 96		Victor	NY	14564	Indus KFNY Inc.	585/924-5644
2615 Powell Ave		Nashville	TN	37204	Future Restaurants, LLC	615/385-2993
1884 Third Ave		New York	NY	10029	SRINIDHHI, INC.	646/684-3200
3356 Scott St		Houston	TX	77004	B & G Food Enterprises of Texas, L.L.C.	713/658-9030
2419 Romig Road		Akron	OH	44320	Pacific Bells, LLC	330/753-4537
8157 Beechmont Ave		Cincinnati	OH	45255	AG Bells, LLC	513/991-7558
15450 E 104th Ave		Commerce City	CO	80022	Alvarado Concepts, LLC	303/286-3970
450 N Sandhill Blvd		Mesquite	NV	89027	DDO-Utah, LLC	702/613-4368
9616 White Settlement Road		Fort Worth	TX	76108	Southern Multifoods, Inc.	817/367-0306
16655 W. Bell Road		Surprise	AZ	85374	Hot Tacos, Inc.	623/546-9080
1530 E Walnut St		Watseka	IL	60970	Clawson Management TB, Inc.	815/432-0385
3062 Kiley Way		Plymouth	WI	53073	Sundance, Inc.	920/892-4142
740 N Lake Dr		Prestonsburg	KY	41653	Sun Culinary, LLC	606/886-6001
932 S. Central Ave.		Glendale	CA	91204	JJC Foods, LLC	818/242-9502
9825 Balboa Blvd		Northridge	CA	91325	JJC Foods, LLC	818/349-0745
11694 Magnolia Avenue		North Hollywood	CA	91601	JJC Foods, LLC	818/766-0384
6921 Topanga Canyon Blvd.		Canoga Park	CA	91303	JJC Foods, LLC	818/340-0097
18450 Ventura Blvd		Tarzana	CA	91356	JJC Foods, LLC	818/343-9164
2425 W Magnolia Blvd.		Burbank	CA	91506	JJC Foods, LLC	818/841-4316
6733 Reseda Blvd		Reseda	CA	91335	JJC Foods, LLC	818/705-0030
8220 De Soto Ave		Canoga Park	CA	91304	JJC Foods, LLC	818/341-9505
1040 W Hallandale Beach Blvd		Hallandale	FL	33009	Coastal QSR, LLC	954/456-7748
1312 W 5th Ave		Columbus	OH	43212	G-Made, Inc.	614/486-8891
2111 E Livingston		Columbus	OH	43209	G-Made, Inc.	614/231-0755
6320 Tussing Rd		Reynoldsburg	OH	43068	G-Made, Inc.	614/863-3372
10426 Page Ave		Olivette	MO	63132	K-Mac Enterprises, Inc.	314/733-0592
560 W Karsch Blvd		Farmington	MO	63640	K-Mac Enterprises, Inc.	573/756-3111
2761 N. Westwood Blvd		Poplar Bluff	MO	63901	K-Mac Enterprises, Inc.	573/785-8877
9787 St Charles Rock Rd		Saint Louis	MO	63114	K-Mac Enterprises, Inc.	314/427-7222
4205 Broadway		Mount Vernon	IL	62864	K-Mac Enterprises, Inc.	618/242-4217
3039 Williams		Cape Girardeau	MO	63703	K-Mac Enterprises, Inc.	573/335-6262
2712 Walton Way		Marion	IL	62959	K-Mac Enterprises, Inc.	618/997-7777
412 N State St		Desloge	MO	63601	K-Mac Enterprises, Inc.	573/431-6810
12420 St Charles Rock Rd		Bridgeton	MO	63044	K-Mac Enterprises, Inc.	314/770-1618
1403 Business Hwy 60		Dexter	MO	63841	K-Mac Enterprises, Inc.	573/624-6200
9339 Olive Blvd		Olivette	MO	63132	K-Mac Enterprises, Inc.	314/997-2611
1303 S Perryville Blvd		Perryville	MO	63775	K-Mac Enterprises, Inc.	573/547-9100
3715 Lemay Ferry Road		Saint Louis	MO	63125	K-Mac Enterprises, Inc.	314/845-9669
1400 North Market Street		Sparta	IL	62286	K-Mac Enterprises, Inc.	618/443-4141
810 East High Street		Potosi	MO	63664	K-Mac Enterprises, Inc.	573/436-4343
1932 Richardson Road		Arnold	MO	63010	K-Mac Enterprises, Inc.	636/467-5077
15 S 59th St		Belleville	IL	62223	K-Mac Enterprises, Inc.	618/239-6244
501 Chouteau		Saint Louis	MO	63102	K-Mac Enterprises, Inc.	314/241-0223
1165 S. Main		Sikeston	MO	63801	K-Mac Enterprises, Inc.	573/471-7500
108 S. Westwood Blvd.		Poplar Bluff	MO	63901	K-Mac Enterprises, Inc.	573/686-5800
712 S. Commercial St.		Harrisburg	IL	62946	K-Mac Enterprises, Inc.	618/252-4600
10255 Business HWY 21		Hillsboro	MO	63050	K-Mac Enterprises, Inc.	636/789-5700
1709 S Park Ave		Herrin	IL	62948	K-Mac Enterprises, Inc.	618/988-9000
425 Memorial Blvd		Picayune	MS	39466	B & G Food Enterprises, LLC	601/798-0609
780 W. Main Street		Lebanon	KY	40033	Charter Central, LLC	270/692-0000
10300 Alondra Blvd		Bellflower	CA	90706	Alvarado Restaurant Group, LLC	562/920-8150

6407 Stearns Ave.		Long Beach	CA	90815	Alvarado Restaurant Group, LLC	562/431-1285
204 N. Gaffey St.		San Pedro	CA	90731	Alvarado Restaurant Group, LLC	310/833-3498
5850 Del Amo Blvd		Lakewood	CA	90713	Alvarado Restaurant Group, LLC	562/421-8043
1031 S Gaffey St		San Pedro	CA	90731	Alvarado Restaurant Group, LLC	310/831-9210
5125 Pacific Coast Hwy		Torrance	CA	90505	Alvarado Restaurant Group, LLC	310/373-2788
22235 So Main St		Carson	CA	90745	Alvarado Restaurant Group, LLC	310/830-7638
11905 Paramount Blvd		Downey	CA	90242	Alvarado Restaurant Group, LLC	562/923-1294
17900 Bellflower Blvd		Bellflower	CA	90706	Alvarado Restaurant Group, LLC	562/867-4466
2054 Lomita Blvd		Lomita	CA	90717	Alvarado Restaurant Group, LLC	310/539-0789
14625 Lakewood Blvd		Paramount	CA	90723	Alvarado Restaurant Group, LLC	562/531-4780
921 West Sepulveda Blvd		Torrance	CA	90502	Alvarado Restaurant Group, LLC	310/539-4665
6730 Cherry Ave		Long Beach	CA	90805	Alvarado Restaurant Group, LLC	562/630-0944
11005 Imperial Highway		Norwalk	CA	90650	Alvarado Restaurant Group, LLC	562/863-8829
2430 Carson St.		Lakewood	CA	90712	Alvarado Restaurant Group, LLC	562/429-8362
1199 Berkshire Blvd #A		Wyomissing	PA	19610	Oak Restaurants, LLC	484/709-2364
1346 Riverview Street		Grundy	VA	24614	Charter Foods, Inc.	276/935-5348
7500 WestChester Pike		Upper Darby	PA	19082	Oak Restaurants, LLC	610/446-0371
7910 Senoia Road		Fairburn	GA	30213	Mahamitra 2 LLC	770/774-8882
865 South Main Street		Belle Glade	FL	33430	Luihn VantEdge Partners, LLC	561/992-9123
401 Us Highway 27 South		Avon Park	FL	33825	Luihn VantEdge Partners, LLC	863/452-2111
3977 24th Ave		Fort Gratiot	MI	48059	SOMA Enterprises LLC	810/984-1673
17182 Beach Blvd		Huntington Beach	CA	92647	C&R Restaurant Group, L.P.	714/842-8261
8440 Beverly Blvd.		Los Angeles	CA	90048	C&R Restaurant Group, L.P.	323/651-2061
19002 Beach Blvd		Huntington Beach	CA	92648	C&R Restaurant Group, L.P.	714/593-9211
2259 Harbor Blvd		Costa Mesa	CA	92626	C&R Restaurant Group, L.P.	949/722-1920
1624 Santa Monica Blvd.		Santa Monica	CA	90404	C&R Restaurant Group, L.P.	310/453-3308
12105 W Pico Blvd		Los Angeles	CA	90064	C&R Restaurant Group, L.P.	310/826-1462
13008 Whittier Blvd		Whittier	CA	90602	C&R Restaurant Group, L.P.	562/696-7124
990 N. Western Ave.		Los Angeles	CA	90029	C&R Restaurant Group, L.P.	323/460-4917
1174 Yorba Linda Blvd.		Placentia	CA	92870	C&R Restaurant Group, L.P.	714/528-3122
30022 Crown Valley Pkwy		Laguna Niguel	CA	92677	C&R Restaurant Group, L.P.	949/495-9136
16431 Bolsa Chica St.		Huntington Beach	CA	92649	C&R Restaurant Group, L.P.	714/846-1583
105 W Arrow Hwy		Glendora	CA	91740	C&R Restaurant Group, L.P.	626/335-1188
2750 W Orangethorpe Ave.		Fullerton	CA	92833	C&R Restaurant Group, L.P.	714/441-0964
26171 La Paz Rd.		Mission Viejo	CA	92691	C&R Restaurant Group, L.P.	949/587-1074
1214 Avenida Cesar Chavez		Monterey Park	CA	91754	C&R Restaurant Group, L.P.	323/980-0741
1600 W. Katella Ave.		Anaheim	CA	92802	C&R Restaurant Group, L.P.	714/491-6682
6254 Lexington Avenue		Los Angeles	CA	90038	C&R Restaurant Group, L.P.	323/465-5776
140 West Huntington Drive		Monrovia	CA	91016	C&R Restaurant Group, L.P.	626/359-8226
2588 W. Commonwealth Ave.		Alhambra	CA	91801	C&R Restaurant Group, L.P.	626/458-7714
3398 Norwalk Blvd		Long Beach	CA	90808	C&R Restaurant Group, L.P.	562/493-5851
10010 Valley View Street		Buena Park	CA	90620	C&R Restaurant Group, L.P.	714/816-1703
2910 S. Bristol St.		Santa Ana	CA	92704	C&R Restaurant Group, L.P.	714/754-7565
3120 Baldwin Park Blvd		Baldwin Park	CA	91706	C&R Restaurant Group, L.P.	626/337-4713
768 Arrow Hwy		Covina	CA	91722	C&R Restaurant Group, L.P.	626/967-1091
19051 Magnolia St.		Huntington Beach	CA	92646	C&R Restaurant Group, L.P.	714/965-1590
1604 S. La Brea Ave.		Los Angeles	CA	90019	C&R Restaurant Group, L.P.	323/931-7234
705 W Arrow Highway		San Dimas	CA	91773	C&R Restaurant Group, L.P.	909/599-6378
2431 Broadway		Sacramento	CA	95818	D. G. Smith Enterprises, Inc.	916/455-5738
5625 Folsom Blvd		Sacramento	CA	95819	D. G. Smith Enterprises, Inc.	916/455-6473
1300 Howe Ave		Sacramento	CA	95825	D. G. Smith Enterprises, Inc.	916/883-1246
850 Harbor Blvd		West Sacramento	CA	95691	D. G. Smith Enterprises, Inc.	916/372-5429
4244 Florin Rd		Sacramento	CA	95823	D. G. Smith Enterprises, Inc.	916/395-1750
776 Ikea Court		West Sacramento	CA	95605	D. G. Smith Enterprises, Inc.	916/374-2711
2246 Lake Washington Blvd.		West Sacramento	CA	95691	D. G. Smith Enterprises, Inc.	916/372-2562
8045 Watt Ave		Antelope	CA	95843	Summit Franchise Management	916/338-1179
5002 Foothills Blvd		Roseville	CA	95747	Summit Franchise Management	916/784-7996
3801 Valentine St		Fort Worth	TX	76107	Metroplex Multifoods, Inc.	817/735-8433
220 Tri County Lane		Belle Vernon	PA	15012	Charter Foods North, LLC	724/929-3320
705 East Princeton Drive		Princeton	TX	75407	Southern Multifoods, Inc.	972/736-2778
811 Kifer Road		Sunnyvale	CA	94086	Kumar Management, Corporation	408/735-9828
910 E. Charleston Road		Palo Alto	CA	94303	Kumar Management, Corporation	650/424-8052
991 W El Camino Real		Sunnyvale	CA	94087	Kumar Management, Corporation	408/739-4645

2600 Homestead Rd		Santa Clara	CA	95051	Kumar Management, Corporation	408/246-1658
975 North Shoreline Blvd		Mountain View	CA	94043	Kumar Management, Corporation	650/428-0570
1701 E Bayshore Rd.		Palo Alto	CA	94303	Kumar Management, Corporation	650/325-8226
5389 Prospect Rd		San Jose	CA	95129	Kumar Management, Corporation	408/873-8465
1481 East Monte Vista Ave		Vacaville	CA	95688	Quikserve Concepts, Inc.	707/449-8852
3070 Travis Blvd		Fairfield	CA	94534	Quikserve Concepts, Inc.	707/426-2144
107 Sunset Ave.		Suisun City	CA	94585	Quikserve Concepts, Inc.	707/426-5490
208 W Main St		Woodland	CA	95695	Quikserve Concepts, Inc.	530/661-1642
2000 Alamo Drive		Vacaville	CA	95687	Quikserve Concepts, Inc.	707/448-8226
2334 North Texas Street		Fairfield	CA	94533	Quikserve Concepts, Inc.	707/429-0210
3807 E 42nd St		Odessa	TX	79762	Ampex Brands West Texas LLC	432/614-6478
1105 25th St		Columbus	IN	47201	Bell Indiana LLC	812/372-9489
3132 Wabash Ave		Terre Haute	IN	47803	Bell Indiana LLC	812/234-4307
6327 E 82nd St		Indianapolis	IN	46250	Bell Indiana LLC	317/842-7081
6215 Crawfordsville Rd		Speedway	IN	46224	Bell Indiana LLC	317/244-8226
3636 S. Us Highwy 41		Terre Haute	IN	47802	Bell Indiana LLC	812/234-5455
2326 N 6th Street		Vincennes	IN	47591	Bell Indiana LLC	812/882-2961
4501 1st Ave		Evansville	IN	47710	Bell Indiana LLC	812/464-2374
3715 N Post Rd		Indianapolis	IN	46226	Bell Indiana LLC	317/898-2687
4620 Frederica		Owensboro	KY	42301	Bell Indiana LLC	270/684-8517
7098 N Michigan Rd		Indianapolis	IN	46268	Bell Indiana LLC	317/293-2816
3520 Jonathan Moore Pike		Columbus	IN	47201	Bell Indiana LLC	812/378-3679
2400 S Walnut		Bloomington	IN	47401	Bell Indiana LLC	812/336-7944
1621 E State Road 44		Shelbyville	IN	46176	Bell Indiana LLC	317/392-6143
1915 N Lincoln St		Greensburg	IN	47240	Bell Indiana LLC	812/663-8226
730 N Broadway		Peru	IN	46970	Bell Indiana LLC	765/472-4200
2999 W 16th St		Bedford	IN	47421	Bell Indiana LLC	812/279-9726
2140 Park Road		Connersville	IN	47331	Bell Indiana LLC	765/825-4498
2170 E National Ave		Brazil	IN	47834	Bell Indiana LLC	812/446-2877
1152 Indianapolis Rd		Greencastle	IN	46135	Bell Indiana LLC	765/653-2061
3702 W 3rd St		Bloomington	IN	47404	Bell Indiana LLC	812/330-1433
3592 Newton St		Jasper	IN	47546	Bell Indiana LLC	812/634-9536
6990 E 10th St		Indianapolis	IN	46219	Bell Indiana LLC	317/352-0558
2105 Lafayette Ave		Terre Haute	IN	47805	Bell Indiana LLC	812/466-6875
2720 W Broadway		Princeton	IN	47670	Bell Indiana LLC	812/386-0004
1917 Us Hwy 41 N		Henderson	KY	42420	Bell Indiana LLC	270/831-2606
1129 E Main Street		Greenwood	IN	46143	Bell Indiana LLC	317/859-7378
21 Madison Square Dr	Madisonville	Madisonville	KY	42431	Bell Indiana LLC	270/825-1876
1518 S. State Rd. 37		Elwood	IN	46036	Bell Indiana LLC	765/552-9519
1414 East Main Street		Robinson	IL	62454	Bell Indiana LLC	618/544-7815
8099 W State Route 66		Newburgh	IN	47630	Bell Indiana LLC	812/858-7589
1007 N Main St.		Cloverdale	IN	46120	Bell Indiana LLC	765/764-0055
2809 East 38th Street		Indianapolis	IN	46218	Bell Indiana LLC	317/591-9241
2500 West Parrish Avenue		Owensboro	KY	42301	Bell Indiana LLC	270/686-8177
1515 E National Hwy		Washington	IN	47501	Bell Indiana LLC	812/254-4631
11425 Allisonville Road		Fishers	IN	46038	Bell Indiana LLC	317/842-4460
2618 N Broadway Ave		Anderson	IN	46012	Bell Indiana LLC	765/683-0121
2035 West Washington Street		Indianapolis	IN	46222	Bell Indiana LLC	317/685-8966
729 W Main St		Boonville	IN	47601	Bell Indiana LLC	812/897-5823
3001 E 3rd St		Bloomington	IN	47401	Bell Indiana LLC	812/336-1679
1580 Vann Avenue		Evansville	IN	47714	Bell Indiana LLC	812/475-1895
1459 North East 'a' Street		Linton	IN	47441	Bell Indiana LLC	812/847-4995
908 East Main Street		Olney	IL	62450	Bell Indiana LLC	618/395-1207
309 North Walnut Street		Bloomington	IN	47404	Bell Indiana LLC	812/339-7828
1551 W Thompson Rd		Indianapolis	IN	46217	Bell Indiana LLC	317/791-8450
1422 Raible Street		Anderson	IN	46011	Bell Indiana LLC	765/649-4785
2408 W. Maryland Street		Evansville	IN	47712	Bell Indiana LLC	812/423-8226
5721 W. 86th Street		Indianapolis	IN	46278	Bell Indiana LLC	317/872-1534
850 N. Green St.		Brownsburg	IN	46112	Bell Indiana LLC	317/858-8067
1500 N Willow Rd		Evansville	IN	47711	Bell Indiana LLC	812/422-4705
1001 N. Green River Rd.		Evansville	IN	47715	Bell Indiana LLC	812/473-0040
444 E Thompson Road		Indianapolis	IN	46227	Bell Indiana LLC	317/222-3827
11740 N US 31		Edinburgh	IN	46124	Bell Indiana LLC	812/526-5326

13778 Olivia Way		Fishers	IN	46038	Bell Indiana LLC	317/773-2759
6430 Center Dr		Whitestown	IN	46075	Bell Indiana LLC	317/769-5244
4502 W. 38th Street		Indianapolis	IN	46254	Bell Indiana LLC	317/291-5696
951 Indiana Avenue		Indianapolis	IN	46202	Bell Indiana LLC	317/632-4238
6501 East Washington Street		Indianapolis	IN	46219	Bell Indiana LLC	317/353-1761
8990 Innovative Dr.		Daleville	IN	47334	Bell Indiana LLC	765/378-6487
2175 South Memorial Drive		New Castle	IN	47362	Bell Indiana LLC	765/521-3933
925 S. Scatterfield		Anderson	IN	46012	Bell Indiana LLC	765/642-2264
3335 Villa Point		Owensboro	KY	42303	Bell Indiana LLC	270/688-7919
615 E. Carmel Drive		Carmel	IN	46032	Bell Indiana LLC	317/844-4124
3811 W State Road 46		Bloomington	IN	47404	Bell Indiana LLC	812/636-1377
1439 E 86th St		Indianapolis	IN	46240	Bell Indiana LLC	317/205-3910
4786 Hwy 58		Chattanooga	TN	37416	Tacala Tennessee Corp.	423/899-6118
1509 W Walnut Ave		Dalton	GA	30721	Tacala Tennessee Corp.	706/226-7699
2491 Keith St NW		Cleveland	TN	37311	Tacala Tennessee Corp.	423/479-6977
3151 S Broad St		Chattanooga	TN	37408	Tacala Tennessee Corp.	423/756-2923
1093 Blowing Rock Rd		Boone	NC	28607	Tacala Tennessee Corp.	828/264-4766
7796 E Brainerd Rd		Chattanooga	TN	37421	Tacala Tennessee Corp.	423/892-9034
1900 W Cumberland		Knoxville	TN	37916	Tacala Tennessee Corp.	865/525-5099
3310 Parkway		Pigeon Forge	TN	37863	Tacala Tennessee Corp.	865/908-1193
2100 West Market Street		Johnson City	TN	37604	Tacala Tennessee Corp.	423/929-2644
11217 Kingston Pike		Knoxville	TN	37922	Tacala Tennessee Corp.	865/966-4144
1660 E Stone Dr		Kingsport	TN	37660	Tacala Tennessee Corp.	423/246-1576
2000 N Roan St		Johnson City	TN	37601	Tacala Tennessee Corp.	423/282-8612
2235 W Andrew Johnson Hwy		Morristown	TN	37814	Tacala Tennessee Corp.	423/581-6141
495 Cummings St		Abingdon	VA	24210	Tacala Tennessee Corp.	276/676-3113
6200 Ringgold Rd		East Ridge	TN	37412	Tacala Tennessee Corp.	423/899-8257
7304 Shallowford Rd		Chattanooga	TN	37421	Tacala Tennessee Corp.	423/899-8416
1111 Volunteer Parkway		Bristol	TN	37620	Tacala Tennessee Corp.	423/764-5154
6802 Maynardville Hwy		Knoxville	TN	37918	Tacala Tennessee Corp.	865/922-0603
1242 Cleveland Hwy		Dalton	GA	30721	Tacala Tennessee Corp.	706/259-3390
4530 N Lee Hwy		Cleveland	TN	37312	Tacala Tennessee Corp.	423/339-1573
2508 Jacksboro Pike		Jacksboro	TN	37757	Tacala Tennessee Corp.	423/566-3759
5422 Alabama Hwy		Ringgold	GA	30736	Tacala Tennessee Corp.	706/450-6342
993 W Elk Avenue		Elizabethton	TN	37643	Tacala Tennessee Corp.	423/543-6454
604 Trent St		Norton	VA	24273	Tacala Tennessee Corp.	276/679-3226
1114 N Charles G Seivers Blvd		Clinton	TN	37716	Tacala Tennessee Corp.	865/457-7282
5439 Highway 153		Hixson	TN	37343	Tacala Tennessee Corp.	423/875-6198
931 Dolly Parton Prkwy		Sevierville	TN	37864	Tacala Tennessee Corp.	865/429-8339
6210 Lee Highway		Chattanooga	TN	37421	Tacala Tennessee Corp.	423/499-0815
927 Highway 68		Sweetwater	TN	37874	Tacala Tennessee Corp.	423/337-0080
1221 North Eastman Road		Kingsport	TN	37664	Tacala Tennessee Corp.	423/378-4877
353 South Illinois Avenue		Oak Ridge	TN	37830	Tacala Tennessee Corp.	865/483-7630
808 Cosby Hwy-Box 1540		Newport	TN	37821	Tacala Tennessee Corp.	423/625-3999
4115 Rossville Blvd		Chattanooga	TN	37407	Tacala Tennessee Corp.	423/867-4226
2880 Bell Street		Harlan	KY	40831	Tacala Tennessee Corp.	606/573-6227
2675 Apd 40		Cleveland	TN	37323	Tacala Tennessee Corp.	423/479-3634
3022 Battlefield Parkway		Fort Oglethorpe	GA	30742	Tacala Tennessee Corp.	706/866-2372
9210 Lee Hwy		Ooltewah	TN	37363	Tacala Tennessee Corp.	423/238-4929
1231 North 12th Street		Middlesboro	KY	40965	Tacala Tennessee Corp.	606/242-2750
3130 Lee Hwy		Bristol	VA	24201	Tacala Tennessee Corp.	276/466-2270
2303 Dayton Blvd		Red Bank	TN	37415	Tacala Tennessee Corp.	423/870-4797
4115 Hixson Pike		Chattanooga	TN	37415	Tacala Tennessee Corp.	423/877-9557
1407 Winfield Dunn Pkwy		Sevierville	TN	37876	Tacala Tennessee Corp.	865/428-0537
8615 Walbrook Dr		Knoxville	TN	37923	Tacala Tennessee Corp.	865/769-4754
4018 Highway 66		Rogersville	TN	37857	Tacala Tennessee Corp.	423/921-6009
7211 Strawberry Plains Pike		Knoxville	TN	37914	Tacala Tennessee Corp.	865/521-6868
60 Austin Lane		London	KY	40741	Tacala Tennessee Corp.	606/657-9138
5201 Bobby Hicks Highway.		Gray	TN	37615	Tacala Tennessee Corp.	423/467-0025
705 E. Jackson Blvd.		Jonesboro	TN	37659	Tacala Tennessee Corp.	423/753-0782
14050 W Andrew Johnson Hwy		Bulls Gap	TN	37711	Tacala Tennessee Corp.	423/235-9278
2914 E. Walnut Avenue		Dalton	GA	30721	Tacala Tennessee Corp.	706/272-0532
15 Major James Clark Gordon		Chickamauga	GA	30707	Tacala Tennessee Corp.	423/454-8090

127 King's Way		London	KY	40741	Tacala Tennessee Corp.	606/878-0081
9341 Dayton Pike		Soddy Daisy	TN	37379	Tacala Tennessee Corp.	423/332-3123
3050 E Andrew Johnson Hwy		Greeneville	TN	37745	Tacala Tennessee Corp.	423/638-6530
6504 Chapman Hwy		Knoxville	TN	37920	Tacala Tennessee Corp.	865/577-5365
2085 N. Broadway St.		Knoxville	TN	37917	Tacala Tennessee Corp.	865/673-5816
2450 Airport Thruway		Columbus	GA	31903	Tacala Georgia Corp.	706/596-2118
271 S Gay St		Auburn	AL	36830	Tacala Georgia Corp.	334/821-2017
1402 E Shotwell St	Bainbridge Mall	Bainbridge	GA	39819	Tacala Georgia Corp.	229/243-8160
1200 S Peterson		Douglas	GA	31533	Tacala Georgia Corp.	912/384-5849
1116 Highway 231 S		Troy	AL	36081	Tacala Georgia Corp.	334/566-8970
2059 Highway 280		Phenix City	AL	36867	Tacala Georgia Corp.	334/480-9703
2400 Pepperell Pkwy		Opelika	AL	36801	Tacala Georgia Corp.	334/749-0770
945 Gray Hwy		Macon	GA	31211	Tacala Georgia Corp.	478/743-5015
2495 N Columbia St		Milledgeville	GA	31061	Tacala Georgia Corp.	478/452-2405
4040 Bloomfield Rd		Macon	GA	31206	Tacala Georgia Corp.	478/784-9979
419 N Davis Dr		Warner Robins	GA	31093	Tacala Georgia Corp.	478/217-2616
1258 Lakes Blvd		Lake Park	GA	31636	Tacala Georgia Corp.	229/559-1600
1199 St Augustine Road		Valdosta	GA	31601	Tacala Georgia Corp.	229/245-8400
1404 West 4th Street		Adel	GA	31620	Tacala Georgia Corp.	912/226-0741
2163 US Highway 441 S		Dublin	GA	31021	Tacala Georgia Corp.	478/272-5735
6215 Zebulon Road	Shell Food Mart	Macon	GA	31210	Tacala Georgia Corp.	478/405-8300
2903 20th Avenue		Valley	AL	36854	Tacala Georgia Corp.	334/203-4789
1408 Veterans Parkway		Columbus	GA	31901	Tacala Georgia Corp.	706/321-1664
7330 Veterans Parkway		Columbus	GA	31906	Tacala Georgia Corp.	706/322-6106
829 Russell Pkwy		Warner Robins	GA	31088	Tacala Georgia Corp.	478/923-7476
1505 N. Slappey Blvd		Albany	GA	31707	Tacala Georgia Corp.	229/903-9027
2027 S. College St.		Auburn	AL	36832	Tacala Georgia Corp.	334/826-1015
2719 Watson Blvd.		Warner Robins	GA	31093	Tacala Georgia Corp.	478/217-5714
4348 Buena Vista Rd		Columbus	GA	31906	Tacala Georgia Corp.	706/561-1339
3456 Victory Drive		Columbus	GA	31903	Tacala Georgia Corp.	706/682-0639
3946 Bemiss Road		Valdosta	GA	31605	Tacala Georgia Corp.	229/244-1217
723 East Forsyth Street		Americus	GA	31709	Tacala Georgia Corp.	229/924-0891
3022 N Ashley St.		Valdosta	GA	31602	Tacala Georgia Corp.	229/244-3236
3779 Highway 280		Alexander City	AL	35010	Tacala Georgia Corp.	256/234-9929
496 Veterans Parkway N		Moultrie	GA	31788	Tacala Georgia Corp.	229/890-2418
9509 Parkway East		Birmingham	AL	35215	Tacala, LLC	205/836-2476
1101 Forestdale Blvd		Birmingham	AL	35214	Tacala, LLC	205/798-3903
381 Palisades Blvd		Birmingham	AL	35209	Tacala, LLC	205/848-8147
33458 Us Highway 280		Childersburg	AL	35044	Tacala, LLC	256/346-3300
1801 Pinson Valley Pkwy		Tarrant	AL	35217	Tacala, LLC	205/849-7464
1880 Mcfarland Blvd		Northport	AL	35476	Tacala, LLC	205/339-6640
2463 US Highway 43		Winfield	AL	35594	Tacala, LLC	205/487-8874
1017 Ft Dale Road		Greenville	AL	36037	Tacala, LLC	334/708-1008
101 Cahaba Valley Pkwy		Pelham	AL	35124	Tacala, LLC	205/985-9625
2047 7th St South		Clanton	AL	35045	Tacala, LLC	205/755-8822
1801 Ashville Rd		Leeds	AL	35094	Tacala, LLC	205/699-3300
121 Supercenter Dr		Calera	AL	35040	Tacala, LLC	205/668-9006
16778 Hwy. 280		Chelsea	AL	35043	Tacala, LLC	205/678-4548
450 Colonial Promenade Pkwy		Alabaster	AL	35007	Tacala, LLC	205/621-6676
2300 Bessemer Rd.		Birmingham	AL	35208	Tacala, LLC	205/785-7223
508 Hwy #78 West		Jasper	AL	35501	Tacala, LLC	205/221-2336
7959 Us Highway 431		Albertville	AL	35950	Tacala, LLC	256/878-9495
4623 Highway 280 S.		Birmingham	AL	35242	Tacala, LLC	205/991-5192
523 Fieldstown Road		Gardendale	AL	35071	Tacala, LLC	205/631-8264
3064 Warrior River Road		Hueytown	AL	35023	Tacala, LLC	205/491-8075
1040 US Highway 431		Boaz	AL	35957	Tacala, LLC	256/593-5761
815 Skyland Blvd		Tuscaloosa	AL	35405	Tacala, LLC	205/758-1000
5961 AL Highway 157		Cullman	AL	35057	Tacala, LLC	256/734-0990
1030 Airport Rd		Huntsville	AL	35802	Tacala, LLC	256/880-7006
504 Hamric Dr E		Oxford	AL	36203	Tacala, LLC	256/831-1629
236 15th Street		Tuscaloosa	AL	35401	Tacala, LLC	205/752-6962
7940 Highway 72 West		Madison	AL	35758	Tacala, LLC	256/721-1312
1821 Montgomery Highway	Riverchase	Hoover	AL	35244	Tacala, LLC	205/733-2015

710 9th Ave N		Bessemer	AL	35020	Tacala, LLC	205/424-4867
2885 Memorial Pkwy.		Huntsville	AL	35810	Tacala, LLC	256/859-1241
1807 Beltline Rd SW		Decatur	AL	35601	Tacala, LLC	256/350-0147
2610 Stillman Blvd.		Tuscaloosa	AL	35401	Tacala, LLC	205/764-1768
2136 6th Ave SE		Decatur	AL	35601	Tacala, LLC	256/351-2326
4315 University Dr NW		Huntsville	AL	35816	Tacala, LLC	256/716-1112
1611 Pelham Road S.		Jacksonville	AL	36265	Tacala, LLC	256/435-8403
950 Old Monrovia Rd NW		Huntsville	AL	35806	Tacala, LLC	256/837-3580
2015 Whitesburg Dr. S		Huntsville	AL	35801	Tacala, LLC	256/534-9211
1746 Military St S		Hamilton	AL	35570	Tacala, LLC	205/921-0600
5050 Bond Boulevard	Colonial	Bessemer	AL	35022	Tacala, LLC	205/426-1525
4804 Highway 52 W		Helena	AL	35080	Tacala, LLC	205/664-2804
1541 Montclair Road		Birmingham	AL	35210	Tacala, LLC	205/951-2794
1913 W Berry St		Fort Worth	TX	76110	Metroplex Multifoods, Inc.	817/927-0351
1294 Benns Church Blvd		Smithfield	VA	23430	Mid Atlantic Taco LLC	757/356-0400
129 Talcottville Rd		Vernon Rockville	CT	06066	G.F. Enterprise LLC	860/872-2557
268 Silver Lane Road		East Hartford	CT	06118	G.F. Enterprise LLC	860/569-8890
1524 Pleasant Valley Rd.	Buckland Plaza	Manchester	CT	06042	G.F. Enterprise LLC	860/648-2930
298 Memorial Ave		West Springfield	MA	01089	G.F. Enterprise LLC	413/739-7388
456 Sumner Ave		Springfield	MA	01108	G.F. Enterprise LLC	413/739-8674
1471 Memorial Drive		Chicopee	MA	01020	G.F. Enterprise LLC	413/532-6583
633 Liberty St.		Springfield	MA	01104	G.F. Enterprise LLC	413/734-8586
1264 Boston Road		Springfield	MA	01119	G.F. Enterprise LLC	413/426-9636
485 Flatbush Ave.		Hartford	CT	06106	G.F. Enterprise LLC	860/953-1654
167 New Britain Avenue		Plainville	CT	06062	G.F. Enterprise LLC	860/747-6462
231 E. Main St.		Westfield	MA	01085	G.F. Enterprise LLC	413/568-0153
343 Center Street		Ludlow	MA	01056	G.F. Enterprise LLC	413/583-4329
348 Russell Street		Hadley	MA	01035	G.F. Enterprise LLC	413/584-2391
2199 Northampton St		Holyoke	MA	01040	G.F. Enterprise LLC	413/536-5863
20 E Main St		New Britain	CT	06051	G.F. Enterprise LLC	860/827-1875
24705 W 12 MILE RD		Southfield	MI	48034	Sundance, Inc.	248/356-2134
421 Broadway		Saugus	MA	01906	Charter Foods North, LLC	781/231-1706
31 Plaistow Rd., #35		Haverhill	MA	01830	Charter Foods North, LLC	978/372-8107
267 Highland Ave		Salem	MA	01970	Charter Foods North, LLC	978/740-9933
79 Winthrop Avenue		Lawrence	MA	01843	Charter Foods North, LLC	978/794-0273
1560 VFW Parkway		West Roxbury	MA	02132	Charter Foods North, LLC	617/327-2645
4 Plaza Way		Plymouth	MA	02360	Charter Foods North, LLC	508/732-4129
186 Endicott Street		Danvers	MA	01923	Charter Foods North, LLC	978/777-1204
1045 S Willow Street		Manchester	NH	03103	Charter Foods North, LLC	603/641-8226
321 Loudon Rd		Concord	NH	03301	Charter Foods North, LLC	603/223-6908
322 S. Broadway		Salem	NH	03079	Charter Foods North, LLC	603/890-3514
300 Main Street		Nashua	NH	03060	Charter Foods North, LLC	603/886-2859
1050 Second St.		Manchester	NH	03102	Charter Foods North, LLC	603/222-9091
1108 Morrisville-Carpenter Rd		Morrisville	NC	27560	Luihn VantEdge Partners, LLC	919/377-0226
8256 Orion Ave		Van Nuys	CA	91406	Golden Taco, Inc.	818/779-8512
1734 W Colorado Blvd		Los Angeles	CA	90041	Golden Taco, Inc.	213/246-4688
12900 Vanowen		North Hollywood	CA	91605	Golden Taco, Inc.	747/203-7106
2519 E MORRIS BLVD		Morristown	TN	37813	Tacala Tennessee Corp.	423/581-1058
715 Lake Joy Rd		Warner Robins	GA	31088	Tacala Georgia Corp.	478/218-0028
411 Merchant Dr		Knoxville	TN	37912	Tacala Tennessee Corp.	865/687-5000
18 Hazard Ave		Enfield	CT	06082	Cantina Hospitality, LLC	860/741-5980
19 Shunpike Road		Cromwell	CT	06416	Cantina Hospitality, LLC	860/632-9868
932 N Colony Road		Wallingford	CT	06492	Cantina Hospitality, LLC	203/294-1526
709 Queen St		Southington	CT	06489	Cantina Hospitality, LLC	860/628-4794
1320 Main St		Willimantic	CT	06226	Cantina Hospitality, LLC	860/423-3756
760 E Main St.		Meriden	CT	06450	Cantina Hospitality, LLC	203/235-8090
177 Danbury Rd		New Milford	CT	06776	Cantina Hospitality, LLC	860/354-8000
404 Colman St		New London	CT	06320	Cantina Hospitality, LLC	860/629-8882
276 Chase Ave.	Route 8, exit 36	Waterbury	CT	06704	Cantina Hospitality, LLC	203/757-9453
1463 Boston Post Rd		Milford	CT	06460	Cantina Hospitality, LLC	203/876-1627
205 Division Street		Ansonia	CT	06401	Cantina Hospitality, LLC	203/735-7002
195 Route 12		Groton	CT	06340	Cantina Hospitality, LLC	860/446-9296
86 Ella Grasso Turnpike		Windsor Locks	CT	06096	Cantina Hospitality, LLC	860/627-5435

355 Foxon Blvd		New Haven	CT	06513	Cantina Hospitality, LLC	203/469-2105
18 Wilbur Cross Hwy		Berlin	CT	06037	Cantina Hospitality, LLC	860/828-1077
543 Bridgeport Ave		Milford	CT	06460	Cantina Hospitality, LLC	203/874-0630
1250 Farmington Ave.		Bristol	CT	06010	Cantina Hospitality, LLC	860/314-2636
41 Prospect Hill Rd.		East Windsor	CT	06088	Cantina Hospitality, LLC	860/623-0647
250 Albany Turnpike		Canton	CT	06019	Cantina Hospitality, LLC	860/693-4265
960 W Main St		Branford	CT	06405	Cantina Hospitality, LLC	203/481-0351
2320 Dixwell Ave.		Hamden	CT	06514	Cantina Hospitality, LLC	203/230-1844
203 King Street		Northampton	MA	01060	Cantina Hospitality, LLC	413/582-0271
973 Wolcott Street		Waterbury	CT	06705	Cantina Hospitality, LLC	203/346-0798
1795 East Main Street		Torrington	CT	06790	Cantina Hospitality, LLC	860/626-8090
1 Main St		East Hartford	CT	06118	Cantina Hospitality, LLC	860/569-0090
89 Boston Post Rd		Orange	CT	06477	Cantina Hospitality, LLC	203/891-0949
851 Washington St		Middletown	CT	06457	Cantina Hospitality, LLC	860/347-0515
650 W Corbett Ave		Swansboro	NC	28584	Bell Carolina LLC	910/326-4200
1037 Chestnut St		Philadelphia	PA	19107	GBM 1037, LLC	215/925-1037
9920 Wayne Rd		Romulus	MI	48174	Sundance, Inc.	734/955-9072
3475 Construction Way		Winnemucca	NV	89445	D. G. Smith Enterprises, Inc.	775/623-3214
10811 Will Clayton Parkway		Humble	TX	77338	B & G Food Enterprises of Texas, L.L.C.	281/319-4545
7108 G. B. Alford Highway		Holly Springs	NC	27540	Luihn VantEdge Partners, LLC	919/557-3801
1350 W. Brandon Blvd		Brandon	FL	33511	Coastal QSR, LLC	813/571-8032
3509 WESTGATE DR		Durham	NC	27707	Luihn VantEdge Partners, LLC	919/489-9537
114 Shaler		Waupun	WI	53963	MMC Enterprises, Ltd	920/324-3070
1510 S Mississippi St		Atoka	OK	74525	K-Mac Enterprises, Inc.	580/364-0354
1023 Paris Rd		Mayfield	KY	42066	K-Mac Enterprises, Inc.	270/247-4174
618 Union St		Dardanelle	AR	72834	K-Mac Enterprises, Inc.	479/229-1943
3410 York Commons Blvd		Dayton	OH	45414	Fiesta Holdings, Inc.	937/890-2580
3900 Dewey Avenue		Rochester	NY	14616	Hospitality Syracuse, Inc.	585/581-9299
5359 Lebanon Rd		Frisco	TX	75034	R.W. Ball, Inc.	214/494-6298
353 S. Churton Street		Hillsborough	NC	27278	Luihn VantEdge Partners, LLC	919/732-5590
703 E. Atlantic		South Hill	VA	23970	Luihn VantEdge Partners, LLC	434/447-2611
1544 Highway 56		Creedmoor	NC	27522	Luihn VantEdge Partners, LLC	919/528-1027
11657 Highway 70 West		Clayton	NC	27520	Luihn VantEdge Partners, LLC	919/553-2934
5530 North Carolina Highway		Garner	NC	27529	Luihn VantEdge Partners, LLC	919/773-2440
3570 Hillsborough Rd		Durham	NC	27705	Luihn VantEdge Partners, LLC	919/383-0081
6405 Falls Of Neuse Rd.		Raleigh	NC	27615	Luihn VantEdge Partners, LLC	919/872-6902
12340 State Highway 210		Benson	NC	27504	Luihn VantEdge Partners, LLC	919/209-0405
1110 W. NC 54		Durham	NC	27707	Luihn VantEdge Partners, LLC	919/419-9428
2305 S 9th St		Salina	KS	67401	TB Of America, Inc.	785/823-2854
6579 GLENWAY AVE		Cincinnati	OH	45248	AG Bells, LLC	513/991-7557
9146 HARBOUR POINT DR		Elk Grove	CA	95758	Engen Ventures, Inc.	916/665-1021
703 Matsumoto Lane		Winters	CA	95694	Quikserve II Concepts, Inc.	530/795-2841
5434 Six Forks Rd		Raleigh	NC	27609	Luihn VantEdge Partners, LLC	919/781-5458
238 Broadview Ave		Warrenton	VA	20186	BurgerBusters Inc.	540/341-4206
505 E Main		Henryetta	OK	74437	K-Mac Enterprises, Inc.	918/652-3358
965 Tournament Trail		Westfield	IN	46074	Bell Indiana LLC	317/867-0049
1305 MAIN ST		Fort Morgan	CO	80701	Alvarado Concepts, LLC	970/542-0320
2408 East Kansas Ave		Garden City	KS	67846	J.P.M., Inc.	620/275-4411
28 Main St.		Robbinsville	NJ	08691	ROBBINBELL, INC.	609/259-2618
368 W. Morris St		Bath	NY	14810	Indus TBNY, Inc.	607/622-6207
1102-1122 Airport Rd		Allentown	PA	18109	Oak Restaurants, LLC	610/841-1330
710 N Black Horse Pike		Mount Ephraim	NJ	08059	New Jersey Restaurants, LLC	856/312-8417
27 W. Crossroads Blvd		Saratoga Springs	UT	84045	DDO-Utah, LLC	385/345-3760
1790 DeVinney Road		York	SC	29745	Phoenix Taco, L.L.C.	803/684-5900
3135 Silverback Lane	STE 101	Painted Post	NY	14870	SHAASHWAT LLC	607/937-3185
1925 State Route 57		Hackettstown	NJ	07840	VB Preferred QSR, LLC	908/366-4114
25 Williamson Rd		Greenville	PA	16125	Charter Foods North, LLC	724/588-2221
2482 Immokalee Rd		Naples	FL	34110	Coastal QSR, LLC	239/513-1198
161 Wakelon Drive		Zebulon	NC	27597	Luihn VantEdge Partners, LLC	919/404-1701
63 Lowes Drive		Pittsboro	NC	27312	Luihn VantEdge Partners, LLC	919/545-8999
1011 N Harrison Ave		Cary	NC	27513	Luihn VantEdge Partners, LLC	919/467-6318
14000 US Hwy 380		Cross Roads	TX	76227	North Texas Bells, LLC	940/365-9884
115 E. Highway 30		Royse City	TX	75189	Southern Multifoods, Inc.	972/635-2044

2663 E Broadway Rd.		Mesa	AZ	85204	WMM, Inc.	480/835-9466
1125 S Dobson Rd		Mesa	AZ	85202	WMM, Inc.	480/835-1011
1215 E. McKellips Rd.		Mesa	AZ	85203	WMM, Inc.	480/833-6073
917 N. Dobson Rd.		Mesa	AZ	85201	WMM, Inc.	480/964-1990
4209 W Bell Rd		Phoenix	AZ	85053	Hot Tacos, Inc.	602/978-9181
6745 W Peoria Ave		Peoria	AZ	85345	Hot Tacos, Inc.	623/878-0077
8301 W Peoria Ave		Peoria	AZ	85345	Hot Tacos, Inc.	623/979-6090
5705 W Bell Rd		Glendale	AZ	85308	Hot Tacos, Inc.	602/547-0209
7714 West Bell Road		Glendale	AZ	85308	Hot Tacos, Inc.	623/487-1012
6645 W. Happy Valley Rd.		Glendale	AZ	85310	Hot Tacos, Inc.	623/825-0284
9380 W. Northern Avenue		Glendale	AZ	85305	Hot Tacos, Inc.	623/772-5429
9831 W. Happy Valley Rd.		Peoria	AZ	85383	Hot Tacos, Inc.	623/362-3686
5322 N Garland Ave		Garland	TX	75040	Southern Multifoods, Inc.	972/495-5019
411 Lexington Rd		Versailles	KY	40383	Charter Foods, Inc.	859/873-0472
201 Walton Drive		Wadesboro	NC	28170	Luihn VantEdge Partners, LLC	980/278-8055
465 Havendale Blvd		Auburndale	FL	33823	Luihn VantEdge Partners, LLC	863/967-6318
4165 Highway 98 N		Lakeland	FL	33809	Luihn VantEdge Partners, LLC	863/859-1186
7625 W Commercial Blvd		Tamarac	FL	33351	Luihn VantEdge Partners, LLC	954/726-8186
8363 W Flagler Street		Miami	FL	33144	Luihn VantEdge Partners, LLC	305/267-1356
3500 West Broward Blvd		Fort Lauderdale	FL	33312	Luihn VantEdge Partners, LLC	954/581-1717
2451 North University Drive		Sunrise	FL	33322	Luihn VantEdge Partners, LLC	954/749-2400
3605 South Florida Avenue		Lakeland	FL	33803	Luihn VantEdge Partners, LLC	863/646-4207
6753 North Church Ave		Mulberry	FL	33860	Luihn VantEdge Partners, LLC	863/607-6263
7120 W McNab Road		Pompano Beach	FL	33068	Luihn VantEdge Partners, LLC	954/720-8361
6780 Highway 98 N		Lakeland	FL	33809	Luihn VantEdge Partners, LLC	863/853-9891
3450 Wedgewood Lane		The Villages	FL	32162	Luihn VantEdge Partners, LLC	352/750-4836
2325 US Highway 92 W		Auburndale	FL	33823	Luihn VantEdge Partners, LLC	863/967-5206
625 W Dixie Dr		Asheboro	NC	27205	Luihn VantEdge Partners, LLC	336/626-3335
977 High Point St.		Randleman	NC	27317	Luihn VantEdge Partners, LLC	336/495-5584
630 E. Hundred Rd		Chester	VA	23836	BurgerBusters VIII, L.L.C.	804/571-6017
1337 East Main Street		Lebanon	VA	24266	Charter Foods, Inc.	276/889-2011
10820 JOHN WAYNE DR,		Greencastle	PA	17225	BurgerBusters VIII, L.L.C.	717/593-0529
2389 Fairview Blvd.		Fairview	TN	37062	Future Restaurants, LLC	615/799-0390
6718 Nolensville Pk		Brentwood	TN	37027	Future Restaurants, LLC	615/283-8912
288 N. Main Street		Rochester	NH	03867	Charter Foods North, LLC	603/332-3300
8876 Dallas Acworth Hwy		Dallas	GA	30132	Acworth Taco LLC	678/574-3774
3550 Ulmerton Rd		Clearwater	FL	33762	Atlantic Restaurants, LLC	727/572-6807
9211 4th St North		Saint Petersburg	FL	33702	Atlantic Restaurants, LLC	727/577-5519
2028 66th St.		Saint Petersburg	FL	33710	Atlantic Restaurants, LLC	727/347-7321
1800 Main Street		Dunedin	FL	34698	Atlantic Restaurants, LLC	727/736-3302
4599 Park Blvd		Pinellas Park	FL	33781	Atlantic Restaurants, LLC	727/549-0122
4703 66th Street North		Kenneth City	FL	33709	Atlantic Restaurants, LLC	727/545-0562
13917 W. Hillsborough Ave		Tampa	FL	33635	Atlantic Restaurants, LLC	813/818-9582
3401 5th Avenue N		Saint Petersburg	FL	33713	BDE Florida LLC	727/323-4105
7329 W Waters Ave		Tampa	FL	33634	BDE Florida LLC	813/882-0448
5318 East Fowler Ave		Tampa	FL	33617	BDE Florida LLC	813/988-8061
3600 4th Street North		Saint Petersburg	FL	33704	BDE Florida LLC	727/527-3465
904 Bloomingdale Rd		Brandon	FL	33511	BDE Florida LLC	813/681-5292
7313 Gall Blvd		Zephyrhills	FL	33542	BDE Florida LLC	813/782-0581
706 Martin Luther King Jr. Blvd.		Seffner	FL	33584	BDE Florida LLC	813/651-0084
1701 East Fowler Avenue		Tampa	FL	33612	BDE Florida LLC	813/632-8586
3802 South Dale Mabry		Tampa	FL	33611	BDE Florida LLC	813/835-9907
3710 Cortez Rd W		Bradenton	FL	34210	BDE Florida LLC	941/727-1932
7620 West Hillsborough		Tampa	FL	33615	BDE Florida LLC	813/886-4141
6004 14th Street		Bradenton	FL	34207	BDE Florida LLC	941/753-1256
11315 Causeway Blvd		Brandon	FL	33511	BDE Florida LLC	813/685-1646
9211 US 19 North		Port Richey	FL	34668	BDE Florida LLC	727/842-9500
2442 Jim Redman Pkwy.		Plant City	FL	33566	BDE Florida LLC	813/754-5146
640 10th Street East		Palmetto	FL	34221	BDE Florida LLC	941/721-4930
12816 US Highway 301		Dade City	FL	33525	BDE Florida LLC	352/521-5736
9442 SR 52		Hudson	FL	34669	BDE Florida LLC	727/862-2909
11118 Bloomingdale Ave		Riverview	FL	33578	BDE Florida LLC	813/684-1609
3803 West Minnehaha Street		Tampa	FL	33614	BDE Florida LLC	813/801-1361

2712 Olive St		Pine Bluff	AR	71601	K-Mac Enterprises, Inc.	870/536-5600
1521 E. Main		Magnolia	AR	71753	K-Mac Enterprises, Inc.	870/234-0044
109 West First Avenue		Crossett	AR	71635	K-Mac Enterprises, Inc.	870/364-1777
3501 Camden Rd		Pine Bluff	AR	71603	K-Mac Enterprises, Inc.	870/879-6604
2700 N. West Avenue		El Dorado	AR	71730	K-Mac Enterprises, Inc.	870/862-7079
435 Highway 425 North		Monticello	AR	71655	K-Mac Enterprises, Inc.	870/367-9229
1716 Dr Martin Luther King Jr		Greenville	MS	38701	K-Mac Enterprises, Inc.	662/335-6562
8011 Sheridan Road		White Hall	AR	71602	K-Mac Enterprises, Inc.	870/247-6977
11456 S. District Drive		South Jordan	UT	84095	DDO-Utah, LLC	801/727-8251
1297 E. Sunset Dr.		Bellingham	WA	98226	Apex Restaurants	360/647-7692
418 HIGHWAY 52 W		Portland	TN	37148	Future Restaurants, LLC	615/325-7005
64 Springville Station Blvd		Springville	AL	35146	Tacala, LLC	205/467-2426
1359 Edwin Miller Blvd		Martinsburg	WV	25404	BurgerBusters VIII, L.L.C.	304/901-4577
3501 S Grand Ave		Saint Louis	MO	63118	Bell Missouri LLC	314/771-7422
3440 So Kings Highway		Saint Louis	MO	63139	Bell Missouri LLC	314/352-1765
1324 Hampton Avenue		Saint Louis	MO	63139	Bell Missouri LLC	314/647-2139
83 Hilltop Village Center Dr		Eureka	MO	63025	Bell Missouri LLC	636/938-6875
1201 W Weir St		Litchfield	IL	62056	Bell Missouri LLC	217/324-5855
1077 W Broadway		Centralia	IL	62801	Bell Missouri LLC	618/532-2001
626 N Kings Highway Blvd		Saint Louis	MO	63108	Bell Missouri LLC	314/367-9955
5 South Belt West		Belleville	IL	62220	Bell Missouri LLC	618/236-2410
344 S Service Rd E		Sullivan	MO	63080	Bell Missouri LLC	573/453-5277
2167 Madison Ave		Granite City	IL	62040	Bell Missouri LLC	618/876-6630
11952 Dorsett Rd		Maryland Heights	MO	63043	Bell Missouri LLC	314/770-1400
705 N State Hwy 47		Warrenton	MO	63383	Bell Missouri LLC	636/456-1343
5031 Natural Bridge		Saint Louis	MO	63115	Bell Missouri LLC	314/382-0029
851 N Skinker Blvd		Saint Louis	MO	63130	Bell Missouri LLC	314/863-3315
235 E. Hwy 47		Troy	MO	63379	Bell Missouri LLC	636/462-4873
2115 Smizer Station Road		Valley Park	MO	63088	Bell Missouri LLC	636/861-2230
1630 West Osage Street		Pacific	MO	63069	Bell Missouri LLC	636/271-7070
10035 Manchester Road		Saint Louis	MO	63122	Bell Missouri LLC	314/909-8440
1139 W. Pearce Blvd.		Wentzville	MO	63385	Bell Missouri LLC	636/639-6822
3797 Elm Street		Saint Charles	MO	63301	Bell Missouri LLC	636/669-0051
1850 Memorial Lane		Wood River	IL	62095	Bell Missouri LLC	618/258-8414
1261 Engineer Rd		Granite City	IL	62040	Bell Missouri LLC	618/931-5249
12850 Tesson Ferry Road		Saint Louis	MO	63128	Bell Missouri LLC	314/849-0610
9951 W Florissant Ave		Saint Louis	MO	63136	Bell Missouri LLC	314/521-0469
4120 Mexico Road		Saint Peters	MO	63376	Bell Missouri LLC	636/926-3220
2203 Droste Rd.		Saint Charles	MO	63301	Bell Missouri LLC	636/946-5656
603 S Main St		O'Fallon	MO	63366	Bell Missouri LLC	636/240-1288
1630 Jungermann Rd.		Saint Peters	MO	63304	Bell Missouri LLC	636/928-7975
5453 Telegraph Road		Saint Louis	MO	63129	Bell Missouri LLC	314/892-4412
2003 Zumbehl Rd		Saint Charles	MO	63303	Bell Missouri LLC	636/947-6263
15225 Manchester Rd		Ballwin	MO	63011	Bell Missouri LLC	636/230-0106
926 Jeffco Blvd		Arnold	MO	63010	Bell Missouri LLC	636/296-8022
7747 N Lindbergh Blvd.		Hazelwood	MO	63042	Bell Missouri LLC	314/837-7046
4698 Highway W		Byrnes Mill	MO	63051	Bell Missouri LLC	636/671-4430
611 Gravois Rd.		Fenton	MO	63026	Bell Missouri LLC	636/349-4858
159 Mid Rivers Mall Rd		Saint Peters	MO	63376	Bell Missouri LLC	636/970-6123
806 Lee Ave		Festus	MO	63028	Bell Missouri LLC	636/931-3960
4254 Bayless Ave		Saint Louis	MO	63123	Bell Missouri LLC	314/638-3334
1491 Dunn Road		Florissant	MO	63033	Bell Missouri LLC	314/839-8400
4320 Butler Hill Road		Saint Louis	MO	63128	Bell Missouri LLC	314/487-5464
13775 Manchester Rd		Ballwin	MO	63011	Bell Missouri LLC	314/965-1232
2525 N Lindbergh Blvd		Florissant	MO	63033	Bell Missouri LLC	314/837-6281
13123 Olive Blvd		Saint Louis	MO	63141	Bell Missouri LLC	314/205-8295
353 South Kirkwood Road		Kirkwood	MO	63122	Bell Missouri LLC	314/909-9803
3204 Telegraph Rd		Saint Louis	MO	63125	Bell Missouri LLC	314/487-9831
102 Fallon Parkway		O'Fallon	MO	63368	Bell Missouri LLC	636/978-9380
7237 Watson Road		Saint Louis	MO	63119	Bell Missouri LLC	314/353-6661
6082 Mid Rivers Mall Dr.		Saint Peters	MO	63304	Bell Missouri LLC	636/447-7266
901 Robert Raymond Dr.		Lake Saint Louis	MO	63367	Bell Missouri LLC	636/625-0731
171 E. McArthur Dr.		Bethalto	IL	62010	Bell Missouri LLC	618/259-6401

70 Homer Adams Pkwy		Alton	IL	62002	Bell Missouri LLC	618/466-8897
760 Carlyle Ave		Belleville	IL	62221	Bell Missouri LLC	618/277-2088
1710 Troy Rd		Edwardsville	IL	62025	Bell Missouri LLC	618/692-0744
1403 W US Highway 50		O'Fallon	IL	62269	Bell Missouri LLC	618/628-1011
101 Niagara St.		East Alton	IL	62024	Bell Missouri LLC	618/258-7009
2413 N 89th St		Caseyville	IL	62232	Bell Missouri LLC	618/397-8226
6599 N Illinois St.		Fairview Heights	IL	62208	Bell Missouri LLC	618/397-2355
1001 Belt Line Rd.		Collinsville	IL	62234	Bell Missouri LLC	618/345-2088
1621 HIGHWAY Z		Pevely	MO	63070	Bell Missouri LLC	636/479-7243
9945 State Highway 6		Missouri City	TX	77459	B & G Food Enterprises of Texas, L.L.C.	281/431-2796
7740 2nd Ave South		Richfield	MN	55423	Border Foods, LLC	612/869-8103
1199 Texas Palmyra Hwy		Honesdale	PA	18431	Ashish Patel	570/253-2620
5975 Cypress Garden Blvd		Winter Haven	FL	33884	JEM Restaurant Group of Florida, Inc.	863/324-3418
7980 South 111th Street South		Bixby	OK	74008	K-Mac Enterprises, Inc.	918/364-8226
9050 Highway 69 S		Tuscaloosa	AL	35405	Tacala, LLC	205/752-2999
2600 N College Rd		Wilmington	NC	28405	Bell Carolina LLC	910/392-6660
2403 S GREGG ST		Big Spring	TX	79720	Ampex Brands of Big Springs, Inc.	432/606-5010
1294 West Landis Ave		Vineland	NJ	08360	New Jersey Restaurants, LLC	856/839-0542
321 S. Poplar St		Elizabethtown	NC	28337	Bell Carolina LLC	910/879-0016
3910 NE HIGHWAY 101		Lincoln City	OR	97367	Pacific Bells, LLC	541/557-1635
3100 E. Milton Ave		Youngsville	LA	70592	B & G Food Enterprises, LLC	337/856-2693
19891 Alberta Street		Oneida	TN	37841	Tacala Tennessee Corp.	423/569-8226
2323 VERSAILLES RD		Lexington	KY	40504	Charter Foods, Inc.	859/254-0436
1901 10th Ave. South		Great Falls	MT	59405	CLC Montana, LLC	406/761-9532
2825 Kennedy Blvd		Jersey City	NJ	07306	Yum & Chill TB Holdings LLC	551/200-9054
5620 1st Avenue		Kearney	NE	68847	TB Of America, Inc.	308/338-0787
4720 Hwy 1		Raceland	LA	70394	B & G Food Enterprises, LLC	985/537-3054
117 S. White Horse Pike		Hammonton	NJ	08037	New Jersey Restaurants, LLC	609/878-3482
401 S. Whitehorse Pike		Magnolia	NJ	08049	New Jersey Restaurants, LLC	856/282-3353
402 Madison Ave.		Reading	PA	19605	Oak Restaurants, LLC	610/939-8390
3048 N. Service Drive		Red Wing	MN	55066	Border Foods, LLC	651/267-4354
425 NE STADIUM WAY		Pullman	WA	99163	CLC Spokane, LLC	509/332-6632
4009 Hampton Blvd.		Norfolk	VA	23508	Mid Atlantic Taco LLC	757/423-0825
628 Grassfield Pkwy		Chesapeake	VA	23322	Mid Atlantic Taco LLC	757/312-9786
941 Yellowstone		Pocatello	ID	83201	Snake River Restaurants, LLC	208/233-9331
1000 E. 17th Street		Idaho Falls	ID	83404	Snake River Restaurants, LLC	208/522-8951
1133 South 5th		Pocatello	ID	83201	Snake River Restaurants, LLC	208/232-3077
1475 South Parkway Drive		Blackfoot	ID	83221	Snake River Restaurants, LLC	208/785-2830
22 West Main Street		Rexburg	ID	83440	Snake River Restaurants, LLC	208/656-0220
2740 South Hitt Road		Idaho Falls	ID	83404	Snake River Restaurants, LLC	208/552-3102
1325 N. Martin Luther King		Lake Charles	LA	70601	B & G Food Enterprises, LLC	337/433-6212
601 Hartford Pike		Dayville	CT	06241	G.F. Enterprise LLC	860/774-0179
1020 Preston Rd		Plano	TX	75093	North Texas Bells, LLC	972/985-8964
13670 Preston Road		Dallas	TX	75240	North Texas Bells, LLC	972/386-9067
17530 Marsh Lane		Dallas	TX	75287	North Texas Bells, LLC	972/862-7440
1340 Jupiter Rd		Plano	TX	75074	North Texas Bells, LLC	214/473-8415
380 E Stacy Rd		Allen	TX	75002	North Texas Bells, LLC	214/383-9006
3636 Forest Lane		Dallas	TX	75229	North Texas Bells, LLC	214/358-3243
932 S. Salisbury Blvd.		Salisbury	MD	21801	Maryland Cantina, LLC	410/742-4299
105 Lemieur St		Little Falls	MN	56345	Border Foods, LLC	320/632-2991
322 W. Columbus Ave		Corry	PA	16407	Charter Foods North, LLC	814/663-6020
1800 University Drive		Denton	TX	76201	K-Mac Enterprises, Inc.	940/243-2142
7020 Coit Road		Plano	TX	75025	K-Mac Enterprises, Inc.	972/618-3730
1134 William D. Tate Ave.		Grapevine	TX	76051	K-Mac Enterprises, Inc.	817/421-5505
6040 Long Prairie Dr.		Flower Mound	TX	75028	K-Mac Enterprises, Inc.	972/874-9352
700 Stemmons Road		Sanger	TX	76266	K-Mac Enterprises, Inc.	940/458-6600
1298 Veterans Hwy		Bristol	PA	19007	Oak Restaurants, LLC	215/458-7673
23629 Rogers Clark Boulevard		Ruther Glen	VA	22546	BurgerBusters VIII, L.L.C.	804/589-1435
1421 Cinnamon Hill Lane		Columbia	MO	65201	CED Management, LLC	573/442-9721
68509 E Palm Canyon Dr		Cathedral City	CA	92234	PSTB, LLC	760/324-1199
1503 Lexington Ave		Manhattan	NY	10029	Srivishnu Inc.	646/362-3400
254 West Bypass		Andalusia	AL	36420	Tacala, LLC	251/230-6928
4477 Highway 411		Madisonville	TN	37354	Tacala Tennessee Corp.	423/442-6352

1002 S. Preston Road		Celina	TX	75009	North Texas Bells, LLC	972/382-8010
160 MANSFIELD AVE		Shelby	OH	44875	Edwin M Coles	567/292-9101
1532 Washington Street		Millersburg	OH	44654	Edwin M Coles	330/473-6082
5978 Old Jacksonville Hwy		Tyler	TX	75703	R2 Restaurants, Inc.	903/939-0938
3400 Madison Pike		Fort Wright	KY	41017	AG Bells, LLC	859/287-0118
1533 N. Peoria		Tulsa	OK	74106	K-Mac Enterprises, Inc.	918/599-0357
10558 Hartland Square Dr.		Hartland	MI	48353	Sundance, Inc.	810/632-0270
3019 Kettering Blvd		Dayton	OH	45439	Fiesta Holdings, Inc.	937/298-7353
2735 Market Street		Warren	PA	16365	Charter Foods North, LLC	814/726-7310
2300 Deer Creek Commerce		Davenport	FL	33837	JEM Restaurant Group of Florida, Inc.	863/547-6932
1074 South Walnut Avenue		New Braunfels	TX	78130	Tacala Austin Corp.	830/608-1500
405 North Ross Ave		Mexia	TX	76667	Tacala Austin Corp.	254/562-6893
1605 West Pecan Street		Pflugerville	TX	78660	Tacala Austin Corp.	512/989-2562
2308 E Riverside Dr		Austin	TX	78741	Tacala Austin Corp.	512/441-8821
104 E Highway 290		Dripping Springs	TX	78620	Tacala Austin Corp.	512/858-0673
3207 West Davis		Conroe	TX	77304	Tacala Austin Corp.	936/788-5353
908 South Key Ave		Lampasas	TX	76550	Tacala Austin Corp.	512/556-8528
419 East Rancier		Killeen	TX	76541	Tacala Austin Corp.	254/634-8883
3324 Slaughter Lane		Austin	TX	78748	Tacala Austin Corp.	512/280-4813
7515 FM 620 N		Austin	TX	78726	Tacala Austin Corp.	512/331-4765
1775 A.W. Grimes Boulevard		Round Rock	TX	78664	Tacala Austin Corp.	512/255-9841
600 Hwy 79		Hutto	TX	78634	Tacala Austin Corp.	512/846-2100
580 Old San Antonio Rd.		Buda	TX	78610	Tacala Austin Corp.	512/295-8362
2010 East Palm Valley Blvd		Round Rock	TX	78664	Tacala Austin Corp.	512/388-8957
1825 W Parmer Ln		Austin	TX	78727	Tacala Austin Corp.	512/492-8998
404 N Fort Hood St		Killeen	TX	76541	Tacala Austin Corp.	254/526-2084
161 W Slaughter Ln #C		Austin	TX	78748	Tacala Austin Corp.	512/280-8625
2600 N. Main		Belton	TX	76513	Tacala Austin Corp.	254/933-7545
1712 FM 685		Pflugerville	TX	78660	Tacala Austin Corp.	512/252-8855
15255 W. Hwy 105		Montgomery	TX	77356	Tacala Austin Corp.	936/588-2025
1515 N. Valley Mills Drive		Waco	TX	76710	Tacala Austin Corp.	254/751-9822
1545 US Hwy 183		Leander	TX	78641	Tacala Austin Corp.	512/528-0921
4513 N IH 35		Lacy Lakeview	TX	76705	Tacala Austin Corp.	254/867-1667
9900 Parmer Lane, Bldg C		Austin	TX	78717	Tacala Austin Corp.	512/388-2100
7793 Burnet Road		Austin	TX	78757	Tacala Austin Corp.	512/374-9575
803 W Montgomery St		Willis	TX	77378	Tacala Austin Corp.	936/890-9300
2941 Williams Drive		Georgetown	TX	78626	Tacala Austin Corp.	512/868-6998
4400 S. Clear Creek Rd		Killeen	TX	76549	Tacala Austin Corp.	254/200-9815
1838 State Hwy 46	SR 46 & Oak	New Braunfels	TX	78132	Tacala Austin Corp.	830/608-1586
911 William D Fitch Pkwy		College Station	TX	77845	Tacala Austin Corp.	979/690-7979
4301 Sunrise Rd		Round Rock	TX	78665	Tacala Austin Corp.	512/310-8191
1508 W Adams Ave		Temple	TX	76504	Tacala Austin Corp.	254/773-6666
1313 S Fort Hood		Killeen	TX	76542	Tacala Austin Corp.	254/526-7618
2103 Sam Houston		Huntsville	TX	77340	Tacala Austin Corp.	936/295-6888
502 W William Cannon Dr		Austin	TX	78745	Tacala Austin Corp.	512/447-7854
1123 N Frazier		Conroe	TX	77301	Tacala Austin Corp.	936/539-2345
13770 N Highway 183		Austin	TX	78750	Tacala Austin Corp.	512/258-7309
310 N Harvey Road		College Station	TX	77840	Tacala Austin Corp.	979/693-1963
1108 N Interstate 35		Round Rock	TX	78681	Tacala Austin Corp.	512/244-1264
1201 SW H K Dodgen Loop		Temple	TX	76502	Tacala Austin Corp.	254/773-0011
920 South Texas Ave		Bryan	TX	77803	Tacala Austin Corp.	979/822-5007
500 Cleveland		Waco	TX	76706	Tacala Austin Corp.	254/752-1131
1510 Highway 1431		Marble Falls	TX	78654	Tacala Austin Corp.	830/693-2345
1925 Airport Blvd		Austin	TX	78722	Tacala Austin Corp.	512/469-0225
1494 East Court		Seguin	TX	78155	Tacala Austin Corp.	830/372-2710
249 Loop 337		New Braunfels	TX	78130	Tacala Austin Corp.	830/625-0293
3501 Wells Branch Pkwy		Austin	TX	78728	Tacala Austin Corp.	512/388-3164
201 E. Oltorf		Austin	TX	78704	Tacala Austin Corp.	512/442-5395
4811 Braker Lane West		Austin	TX	78759	Tacala Austin Corp.	512/338-6033
1701 W Ben White Blvd	Bldg 2	Austin	TX	78704	Tacala Austin Corp.	512/444-9126
3421 W William Cannon Dr		Austin	TX	78745	Tacala Austin Corp.	512/892-3285
1110 Hwy 190 E		Copperas Cove	TX	76522	Tacala Austin Corp.	254/542-1004
6511 S I H 35		Austin	TX	78744	Tacala Austin Corp.	512/448-2351

2306 E Saunders		Laredo	TX	78041	Tacala Austin Corp.	956/718-2645
4309 San Bernardo		Laredo	TX	78041	Tacala Austin Corp.	956/726-4936
502 Highway 71 W		Bastrop	TX	78602	Tacala Austin Corp.	512/303-6003
9504 N Lamar		Austin	TX	78753	Tacala Austin Corp.	512/837-7420
514 E Main		Uvalde	TX	78801	Tacala Austin Corp.	830/278-8360
1001 S Interstate 35		Georgetown	TX	78626	Tacala Austin Corp.	512/868-2368
5604 Cameron Rd		Austin	TX	78723	Tacala Austin Corp.	512/452-7059
2009 North Main Street		Taylor	TX	76574	Tacala Austin Corp.	512/365-5925
129 Ih 45 South	Sundance Ranch	Huntsville	TX	77340	Tacala Austin Corp.	936/291-2997
4007 IH 35 S		San Marcos	TX	78666	Tacala Austin Corp.	737/248-1813
1016 E Anderson Ln		Austin	TX	78752	Tacala Austin Corp.	512/835-7269
731 University Dr		College Station	TX	77840	Tacala Austin Corp.	979/260-1720
2222 E Austin St		Giddings	TX	78942	Tacala Austin Corp.	979/542-0006
2318 S Hwy 36		Gatesville	TX	76528	Tacala Austin Corp.	254/248-1205
120 North Valley Mills Drive		Waco	TX	76710	Tacala Austin Corp.	254/772-2845
950 N Bell Blvd		Cedar Park	TX	78613	Tacala Austin Corp.	512/249-0744
3501 East 29th Street		Bryan	TX	77802	Tacala Austin Corp.	979/846-8071
1101 Hewitt Drive		Waco	TX	76712	Tacala Austin Corp.	254/420-1585
309 West Young Ave		Llano	TX	78643	Tacala Austin Corp.	325/247-1376
2600 West Braker Lane		Austin	TX	78758	Tacala Austin Corp.	512/339-0600
1703 Ranch Road 620 S	Lakeway Centre	Lakeway	TX	78734	Tacala Austin Corp.	512/263-0930
1400 S Colorado		Lockhart	TX	78644	Tacala Austin Corp.	512/398-5438
32350 Lorain Road		North Ridgeville	OH	44039	Pacific Bells, LLC	440/353-3617
3191 S. Eufaula Ave.		Eufaula	AL	36027	Tacala Georgia Corp.	334/232-9051
411 N Pine St		Deridder	LA	70634	B & G Food Enterprises, LLC	337/463-7695
1802 South 5th Street		Leesville	LA	71446	B & G Food Enterprises, LLC	337/238-0097
1201 W College St		Marshall	MO	65340	K-Mac Enterprises, Inc.	660/886-3200
1009 N Bluff		Fulton	MO	65251	K-Mac Enterprises, Inc.	573/642-3309
3188 US Highway 54		Kingdom City	MO	65262	K-Mac Enterprises, Inc.	573/642-2310
2440 Main Street		Boonville	MO	65233	K-Mac Enterprises, Inc.	660/882-8484
607 West Monroe Street		Mexico	MO	65265	K-Mac Enterprises, Inc.	573/581-7832
4341 LEMMON AVE		Dallas	TX	75219	K-Mac Enterprises, Inc.	214/443-7828
401 Lovell Rd		Knoxville	TN	37922	Tacala Tennessee Corp.	865/288-7885
2593 Wadhams Rd		Kimball	MI	48074	Natron Corporation	810/987-1102
5366 Wales Ave		Massillon	OH	44646	Pacific Bells, LLC	330/833-2933
1120 Leisure Town Rd		Vacaville	CA	95687	Quikserve Concepts, Inc.	707/453-1000
602 E. Main St		Benson	NC	27504	Luihn VantEdge Partners, LLC	919/207-1244
104 W. Cornelius Harnett Blvd		Lillington	NC	27546	Luihn VantEdge Partners, LLC	910/814-1115
1548 E. Parmer Lane		Austin	TX	78754	Tacala Austin Corp.	512/833-9115
526 Wilson Ave NW		Faribault	MN	55021	Border Foods, LLC	507/332-5793
2100 Woodward Ave		Muscle Shoals	AL	35661	Tacala, LLC	256/386-0846
2717 Florence Blvd		Florence	AL	35630	Tacala, LLC	256/764-6335
1112 Jefferson St SE		Athens	AL	35611	Tacala, LLC	256/232-8181
308 County Park Rd		Scottsboro	AL	35768	Tacala, LLC	256/259-1473
1820 Decherd Blvd		Decherd	TN	37324	Tacala, LLC	931/962-4694
1412 N Wood Ave		Florence	AL	35630	Tacala, LLC	256/768-0308
180 NE Garden Valley Blvd		Roseburg	OR	97470	Columbia Bells, LLC	541/672-3133
1611 Morris Avenue		Fultondale	AL	35068	Tacala, LLC	205/536-6398
2124 7th Ave S		Birmingham	AL	35233	Tacala, LLC	205/506-6190
2211 S Locust St		Grand Island	NE	68801	TB Of America, Inc.	308/384-1509
16950 Yuma Road		Goodyear	AZ	85338	Hot Tacos, Inc.	623/932-0895
2707 F NW		Childress	TX	79201	Garrison QSR, LLC	940/937-9090
9741 S. Enos Ln		Bakersfield	CA	93311	Gurmit Jhaj	661/763-2425
2635 Jorie Lane NE		Keizer	OR	97303	ES-O-EN TB, LLC	503/390-5344
103 LaFayette Ave		Moundsville	WV	26041	Charter Central, LLC	304/845-9724
165 Clarion Road		Altavista	VA	24517	Charter Foods, Inc.	434/309-1723
702 E Bidwell St.		Folsom	CA	95630	D. G. Smith Enterprises, Inc.	916/983-0855
25002 Blue Ravine Rd		Folsom	CA	95630	D. G. Smith Enterprises, Inc.	916/351-5858
206 W Madison		Belgrade	MT	59714	CLC Montana, LLC	406/813-8065
1957 Jesse Jewell Pkwy		Gainesville	GA	30501	MAHAMITRA3, LLC	678/989-0880
3207 N Pleasantburg Dr		Greenville	SC	29609	Mid-South Bells, LLC	864/239-3855
7850 Wickham Road		Melbourne	FL	32940	Bravo Foods, LLC	321/259-0860
125 Greene Plaza		Waynesburg	PA	15370	Charter Foods North, LLC	724/627-6000

103 N GROESBECK HWY		Mount Clemens	MI	48043	Sundance, Inc.	586/493-1329
237 Route 9W		Glenmont	NY	12077	Hospitality Syracuse, Inc.	518/621-1857
207 N Comrie Ave		Johnstown	NY	12095	Hospitality Syracuse, Inc.	518/762-9883
1495 4th Street South		Saint Petersburg	FL	33701	BDE Florida LLC	727/821-0100
812 E. Madison Street		Covington	VA	24426	Charter Central, LLC	540/965-6519
26 Broad Street Rd		Manakin Sabot	VA	23103	BurgerBusters VIII, L.L.C.	804/708-0718
24186 US Hwy 27		Lake Wales	FL	33859	JEM Restaurant Group of Florida, Inc.	727/843-1897
220 NW 23rd St		Oklahoma City	OK	73103	K-Mac Enterprises, Inc.	405/524-0018
7101 S May		Oklahoma City	OK	73159	K-Mac Enterprises, Inc.	405/680-9030
1735 S Broadway		Moore	OK	73160	K-Mac Enterprises, Inc.	405/794-0205
9000 NE 23rd St		Oklahoma City	OK	73141	K-Mac Enterprises, Inc.	405/769-9174
2608 S I-35 Service Rd		Oklahoma City	OK	73129	K-Mac Enterprises, Inc.	405/670-2130
2116 SW 59th		Oklahoma City	OK	73119	K-Mac Enterprises, Inc.	405/685-5220
8390 NW Expressway St		Oklahoma City	OK	73162	K-Mac Enterprises, Inc.	405/720-7576
975 S Cornwell Dr		Yukon	OK	73099	K-Mac Enterprises, Inc.	405/350-1334
1024 24th St NW		Norman	OK	73069	K-Mac Enterprises, Inc.	405/364-5204
936 W Sheridan		Oklahoma City	OK	73106	K-Mac Enterprises, Inc.	405/236-0135
1782 S 4th St		Chickasha	OK	73018	K-Mac Enterprises, Inc.	405/222-1983
2417 S. Country Club Drive		El Reno	OK	73036	K-Mac Enterprises, Inc.	405/262-5111
10417 South Western Ave		Oklahoma City	OK	73139	K-Mac Enterprises, Inc.	405/692-0151
4837 N. Kickapoo		Shawnee	OK	74804	K-Mac Enterprises, Inc.	405/395-9773
2850 NW 23rd Street		Oklahoma City	OK	73107	K-Mac Enterprises, Inc.	405/945-0654
1202 E Prospect Ave		Ponca City	OK	74601	K-Mac Enterprises, Inc.	580/762-4596
1416 N Harrison St		Shawnee	OK	74801	K-Mac Enterprises, Inc.	405/273-9777
1009 South Meridian		Oklahoma City	OK	73128	K-Mac Enterprises, Inc.	405/917-9161
7024 SW 3rd St		Oklahoma City	OK	73128	K-Mac Enterprises, Inc.	405/491-8586
11303 Westmark Drive		Yukon	OK	73099	K-Mac Enterprises, Inc.	405/577-2377
980 E. State Highway 152		Mustang	OK	73064	K-Mac Enterprises, Inc.	405/376-8338
6023 University Avenue		Cedar Falls	IA	50613	Sundance, Inc.	319/859-0700
5620 Washington Ave		Racine	WI	53406	Sundance, Inc.	262/886-3231
3530 S Moorland Road		New Berlin	WI	53151	Sundance, Inc.	262/785-6242
400 S Eastwood Dr		Woodstock	IL	60098	Sundance, Inc.	815/338-2196
660 Northwest Highway		Cary	IL	60013	Sundance, Inc.	847/639-3244
1000 Kennedy Dr		Carpentersville	IL	60110	Sundance, Inc.	847/426-5743
1819 La Porte		Waterloo	IA	50702	Sundance, Inc.	319/232-0233
280 Edwards Blvd		Lake Geneva	WI	53147	Sundance, Inc.	262/249-0448
7856 S. Stoney Island Ave		Chicago	IL	60649	Sundance, Inc.	773/221-5182
2575 North Clybourn		Chicago	IL	60614	Sundance, Inc.	773/281-5156
7141 South 76th Street		Franklin	WI	53132	Sundance, Inc.	414/425-4527
2707 18th Street		Kenosha	WI	53140	Sundance, Inc.	262/553-9125
1462 East Geneva Street		Delavan	WI	53115	Sundance, Inc.	262/740-0517
923 North Quincy Ave		Ottumwa	IA	52501	Sundance, Inc.	641/682-9230
445 Southtown Drive		Belvidere	IL	61008	Sundance, Inc.	815/547-0614
640 Southwest 9th St		Des Moines	IA	50309	Sundance, Inc.	515/280-6535
112 N Chicago Ave		South Milwaukee	WI	53172	Sundance, Inc.	414/764-0362
250 S. Foster Dr.		Saukville	WI	53080	Sundance, Inc.	262/268-6997
8030 W Brown Deer Road		Milwaukee	WI	53223	Sundance, Inc.	414/365-6378
421 S Duff Avenue		Ames	IA	50010	Sundance, Inc.	515/268-0100
1570 22nd Street		West Des Moines	IA	50266	Sundance, Inc.	515/225-7028
107 Ariel Circle		Osceola	IA	50213	Sundance, Inc.	641/342-4024
5088 W 13400 South		Herriman	UT	84096	DDO-Utah, LLC	801/254-9132
6701 Bristol Highway		Piney Flats	TN	37686	Tacala Tennessee Corp.	423/391-0071
903 Pasadena Avenue South		South Pasadena	FL	33707	BDE Florida LLC	727/345-6590
1090 Highway 290 W		Elgin	TX	78621	Tacala Austin Corp.	512/285-6638
6560 N. Linder Road		Eagle	ID	83616	ES-O-EN TB, LLC	208/888-5333
906 12th Avenue Road		Nampa	ID	83686	ES-O-EN TB, LLC	208/461-1294
1090 Richmond Street		Mount Vernon	KY	40456	Charter Foods, Inc.	606/256-0066
11238 Potranco Rd		San Antonio	TX	78253	DDO1-Texas, LLC	210/679-0121
1300 Columbus Parkway		Opelika	AL	36804	Tacala Georgia Corp.	334/737-6470
571 N. State Street		Lindon	UT	84042	DDO-Utah, LLC	801/785-1029
1130 West 800 North		Orem	UT	84057	DDO-Utah, LLC	801/225-4007
5920 Hwy 21		Atmore	AL	36502	Tacala, LLC	251/301-1245
4475 CENTRAL WAY		Fairfield	CA	94534	PRB Management, LLC	707/864-4160

1250 E. Main		Alice	TX	78332	Southern Multifoods, Inc.	361/664-0900
308 Lindley St		Bridgeport	CT	06606	Cantina Hospitality, LLC	203/330-4850
275 Highway 80		Manchester	KY	40962	Charter Central, LLC	606/599-0090
823 East Rochambeau Drive		Williamsburg	VA	23188	BurgerBusters VIII, L.L.C.	757/741-2441
12822 Governor G C Peery Hwy		Pounding Mill	VA	24637	Tacala Tennessee Corp.	276/963-0245
3790 Waterford Parkway		Amelia	OH	45102	AG Bells, LLC	513/843-3978
2201 Morgan Avenue		Corpus Christi	TX	78405	Southern Multifoods, Inc.	361/887-4878
720 NE Hwy 2		Grand Rapids	MN	55744	Border Foods, LLC	218/326-7990
4147 East Highway 83		Rio Grande City	TX	78582	Southern Multifoods, Inc.	956/487-8494
620 W. Rogers Blvd		Skiatook	OK	74070	K-Mac Enterprises, Inc.	918/396-9325
1001 Willow Pass Court		Concord	CA	94520	Quikserve Concord, Inc.	925/691-9500
2340 E DUPONT AVE		Belle	WV	25015	Charter Foods, Inc.	304/949-4113
400 TERRY RICH BLVD		Saint Clair	PA	17970	MCG OPS LLC	570/429-7188
1005 Greenwood St.		Morgan City	LA	70380	B & G Food Enterprises, LLC	985/702-9005
200 24th Avenue Southeast		Willmar	MN	56201	Border Foods, LLC	320/235-0705
25531 E. Smoky Hill Rd.		Aurora	CO	80016	Alvarado Concepts, LLC	720/870-0612
1825 George Washington Way		Richland	WA	99352	Yakima Restaurants, Inc.	509/946-1663
1602 W Nob Hill Blvd		Yakima	WA	98902	Yakima Restaurants, Inc.	509/453-3544
716 E Yakima Ave		Yakima	WA	98901	Yakima Restaurants, Inc.	509/453-3930
2550 Yakima Valley Hwy		Sunnyside	WA	98944	Yakima Restaurants, Inc.	509/839-9400
4002 Fruitvale Blvd		Yakima	WA	98908	Yakima Restaurants, Inc.	509/453-5665
2124 S 1st Street		Yakima	WA	98903	Yakima Restaurants, Inc.	509/457-4785
5105 North Road 68		Pasco	WA	99301	Yakima Restaurants, Inc.	509/545-3014
721 N Park Ctr		Selah	WA	98942	Yakima Restaurants, Inc.	509/697-6104
230 S 72nd Ave		Yakima	WA	98908	Yakima Restaurants, Inc.	509/972-8002
302 Parkway Ave.		Princeton	KY	42445	K-Mac Enterprises, Inc.	270/365-3055
2100 West Main St		Farmington	NM	87401	Four Corners Tacos, Inc.	505/326-2133
2008 N Bloomington St		Streator	IL	61364	Sundance, Inc.	815/672-7674
135 Franklin St		Dansville	NY	14437	Indus TBNY II Inc.	585/204-4152
212 Lake St		Penn Yan	NY	14527	Indus TBNY II Inc.	315/694-7598
303 Boston Post Rd		Port Chester	NY	10573	Cantina Hospitality, LLC	914/939-0695
103 Gage Dr.		Hollister	MO	65672	K-Mac Enterprises, Inc.	417/334-9334
1042 Bragg Blvd		Fayetteville	NC	28301	Bell Carolina LLC	910/485-3868
117 Western Blvd		Jacksonville	NC	28546	Bell Carolina LLC	910/353-1832
2819 Raeford Road		Fayetteville	NC	28303	Bell Carolina LLC	910/484-0088
3014 N Main St		Hope Mills	NC	28348	Bell Carolina LLC	910/423-4281
1925 Skibo Rd		Fayetteville	NC	28314	Bell Carolina LLC	910/487-6005
185 Freedom Way		Midway Park	NC	28544	Bell Carolina LLC	910/353-9455
2095 N Marine Blvd		Jacksonville	NC	28546	Bell Carolina LLC	910/455-3996
4705 Ramsey St		Fayetteville	NC	28311	Bell Carolina LLC	910/822-6940
2966 Owen Dr		Fayetteville	NC	28306	Bell Carolina LLC	910/323-2999
2130 Cedar Creek Road		Fayetteville	NC	28312	Bell Carolina LLC	910/486-7866
6894 Cliffdale Road		Fayetteville	NC	28314	Bell Carolina LLC	910/864-0005
2100 N Roberts Ave		Lumberton	NC	28358	Bell Carolina LLC	910/738-7574
630 S College Rd		Wilmington	NC	28403	Bell Carolina LLC	910/392-3123
2355 South 17th Street		Wilmington	NC	28401	Bell Carolina LLC	910/392-6696
4101 Market St		Wilmington	NC	28405	Bell Carolina LLC	910/763-1393
5915 Yadkin Road		Fayetteville	NC	28303	Bell Carolina LLC	910/868-5729
403 S Marine Blvd		Jacksonville	NC	28540	Bell Carolina LLC	910/346-9778
101 Thomas Garst Lane		Leland	NC	28451	Bell Carolina LLC	910/371-2187
7647 S Raeford Rd		Fayetteville	NC	28304	Bell Carolina LLC	910/484-4481
942 E 3rd St		Pembroke	NC	28372	Bell Carolina LLC	910/521-7485
1058 W. Broad Street		Saint Pauls	NC	28384	Bell Carolina LLC	910/865-3129
855 NC Highway 24 87		Cameron	NC	28326	Bell Carolina LLC	919/499-2690
116 N 4th St		Spring Lake	NC	28390	Bell Carolina LLC	910/436-3434
1712 S. JK Powell Blvd.		Whiteville	NC	28472	Bell Carolina LLC	910/640-1119
4461 Main Street		Shallotte	NC	28470	Bell Carolina LLC	910/499-9077
97 Village Dr		Holly Ridge	NC	28445	Bell Carolina LLC	910/327-8770
4422 S 17th St		Wilmington	NC	28412	Bell Carolina LLC	910/791-6080
5972 Carolina Beach Rd		Wilmington	NC	28412	Bell Carolina LLC	910/350-1144
17200 US Highway 17		Hampstead	NC	28443	Bell Carolina LLC	910/270-3532
2055 Gum Branch Rd		Jacksonville	NC	28540	Bell Carolina LLC	910/353-4055
4980 W University Drive		McKinney	TX	75071	North Texas Bells, LLC	214/491-4059

5050 Teasley Lane	Suite 100	Denton	TX	76210	Southern Multifoods, Inc.	940/898-0839
5201 Memorial Drive		Stone Mountain	GA	30083	R&R Atlanta LLC	404/296-8666
106 S. Main		Alpharetta	GA	30004	R&R Atlanta LLC	770/664-5107
2197 W Broad St		Athens	GA	30606	R&R Atlanta LLC	706/548-7160
4042 Powder Springs Rd		Powder Springs	GA	30127	R&R Atlanta LLC	770/943-0759
4291 Hwy 20		Buford	GA	30518	R&R Atlanta LLC	770/932-5681
5160 Hwy 78		Stone Mountain	GA	30087	R&R Atlanta LLC	770/978-9511
6865 Hwy 85		Riverdale	GA	30274	R&R Atlanta LLC	770/997-7357
2929 Fiveforks Trickum Rd		Lawrenceville	GA	30044	R&R Atlanta LLC	770/978-8458
50 Celebration Drive		Suwanee	GA	30024	R&R Atlanta LLC	770/932-0447
31 East May Street		Winder	GA	30680	R&R Atlanta LLC	770/867-1130
4465 Jonesboro		Forest Park	GA	30297	R&R Atlanta LLC	404/361-6509
6259 Jonesboro Rd		Morrow	GA	30260	R&R Atlanta LLC	770/968-4455
3644 Flat Shoals Road		Decatur	GA	30034	R&R Atlanta LLC	404/243-8080
1170 Columbia Drive		Decatur	GA	30032	R&R Atlanta LLC	404/284-7890
2075 Barnett Shoals Road		Athens	GA	30605	R&R Atlanta LLC	706/543-5355
2204 S Cobb Dr SE		Smyrna	GA	30080	R&R Atlanta LLC	770/432-3885
1877 Mt Zion Rd		Morrow	GA	30260	R&R Atlanta LLC	770/960-8881
10960 State Bridge Road		Alpharetta	GA	30022	R&R Atlanta LLC	678/762-0762
3579 Peachtree Pkwy		Suwanee	GA	30024	R&R Atlanta LLC	770/844-5998
455 Peachtree Industrial Blvd		Suwanee	GA	30024	R&R Atlanta LLC	770/831-5560
232 Fairview Road		Ellenwood	GA	30294	R&R Atlanta LLC	770/507-9770
6113 Hickory Flat Highway		Canton	GA	30114	R&R Atlanta LLC	770/704-5141
2436 Wesley Chapel Rd		Decatur	GA	30035	R&R Atlanta LLC	770/593-8730
26628 FM 1093		Richmond	TX	77406	B & G Food Enterprises of Texas, L.L.C.	346/762-4346
1709 N. Main St.		Rushville	IN	46173	Bell Indiana LLC	765/932-5520
2319 S. State Road 46		Terre Haute	IN	47803	Bell Indiana LLC	812/234-6386
2284 Monterey Road		San Jose	CA	95112	Kumar Management, Corporation	408/289-1673
3423 ORCHARD RD		Oswego	IL	60543	Sundance, Inc.	630/554-1281
475 East Gibson Street		Jasper	TX	75951	B & G Food Enterprises of Texas, L.L.C.	409/489-0208
2234 W Alexis Rd		Toledo	OH	43613	Charter Foods North, LLC	419/474-6125
3302 West Central		Toledo	OH	43606	Charter Foods North, LLC	419/535-8690
2300 Interstate Circle		Mansfield	OH	44903	Charter Foods North, LLC	419/756-7050
15924 State Rt 170		Calcutta	OH	43920	Charter Foods North, LLC	330/385-2355
3990 E Harbor Rd		Port Clinton	OH	43452	Charter Foods North, LLC	419/734-6545
716 E Market St		Akron	OH	44305	Charter Foods North, LLC	330/376-1113
730 Liberty St W		Hubbard	OH	44425	Charter Foods North, LLC	330/534-8226
1467 S Arlington Rd		Akron	OH	44306	Charter Foods North, LLC	330/773-2866
1422 Broadway		Toledo	OH	43609	Charter Foods North, LLC	419/244-4500
1305 North Main Street		Orrville	OH	44667	Charter Foods North, LLC	330/684-2114
1104 Village Plaza	Village Plaza	Columbiana	OH	44408	Charter Foods North, LLC	330/482-9123
420 Fifth Avenue		Youngstown	OH	44502	Charter Foods North, LLC	330/746-4060
3726 Market Street		Youngstown	OH	44507	Charter Foods North, LLC	234/241-1679
83 Perkins Rd		Clarion	PA	16214	Charter Foods North, LLC	814/227-2212
3551 Belmont Avenue		Youngstown	OH	44505	Charter Foods North, LLC	330/759-9295
1194 Park Ave W		Mansfield	OH	44906	Charter Foods North, LLC	419/529-8777
4254 Boardman-Canfield Road		Canfield	OH	44406	Charter Foods North, LLC	330/533-2747
3240 W Sterns Rd		Lambertville	MI	48144	Charter Foods North, LLC	734/856-3253
3149 Dorr Street		Toledo	OH	43607	Charter Foods North, LLC	419/531-2008
9 Campbell Blvd		Mercer	PA	16137	Charter Foods North, LLC	724/748-6448
528 E. Jasper St.		Paris	IL	61944	Bell Indiana LLC	217/463-3432
1807 S W S YOUNG DR		Killeen	TX	76543	Tacala Austin Corp.	254/432-5972
200 Ryders Ln		Milltown	NJ	08850	Yum & Chill TB Holdings LLC	732/418-1212
128 Elizabeth Pike		Mineral Wells	WV	26150	Charter Central, LLC	304/489-4243
4112 Hillcrest Plaza		Vernon	TX	76384	Garrison QSR, LLC	940/553-1987
327 W MAIN ST		Loudonville	OH	44842	Fast Food Feeders, Ltd	567/223-6059
6549 State Route 22		Delmont	PA	15626	Charter Foods North, LLC	724/468-4521
559 Richard Jackson Blvd		Panama City Beach	FL	32407	DJ Enterprises of Panama City, Inc.	850/234-7008
4880 PORT ROYAL RD		Spring Hill	TN	37174	Future Restaurants, LLC	931/486-3475
100 Sharry St.		Bowling Green	MO	63334	Bell Missouri LLC	573/324-5409
6617 North 10th Street		McAllen	TX	78505	Southern Multifoods, Inc.	956/618-3775
695 S Main St		Fort Bragg	CA	95437	North State Investments, Inc.	707/962-4244
115 65th St.		Loveland	CO	80538	Alvarado Concepts, LLC	970/667-2336

17533 VIERRA CANYON RD		Prunedale	CA	93907	D. G. Smith Enterprises, Inc.	831/663-3876
4226 GARRITY BLVD		Nampa	ID	83687	ES-O-EN TB, LLC	208/461-1864
195 West Center Street		Orem	UT	84058	DDO-Utah, LLC	801/226-4268
13315 E. 116th Street North		Owasso	OK	74055	K-Mac Enterprises, Inc.	918/371-3550
10795 STATE ROAD 54		New Port Richey	FL	34653	JEM Restaurant Group of Florida, Inc.	727/203-3945
220 LAURINBURG RD		Raeford	NC	28376	Luihn VantEdge Partners, LLC	910/248-6632
8625 4TH Ave.		Brooklyn	NY	11209	Taco Inc.	347/722-7803
1209 Blakeslee Blvd Drive East		Lehighton	PA	18235	MCG OPS LLC	570/386-8667
311 Vesla Lane		Clover	SC	29710	Phoenix Taco, L.L.C.	803/701-7068
4 SANDY POND RD		Ayer	MA	01432	Charter Foods North, LLC	978/772-2376
211 Mary Grubbs Highway		Walton	KY	41094	Charter Foods, Inc.	859/485-0250
1405 Mission Street		Santa Cruz	CA	95060	Golden Gate Bell, LLC	831/316-0032
3501 Mt. Diablo Blvd		Lafayette	CA	94549	Golden Gate Bell, LLC	925/283-6058
6900 Bancroft Ave		Oakland	CA	94605	Golden Gate Bell, LLC	510/568-5231
1698 Monument Blvd		Concord	CA	94520	Golden Gate Bell, LLC	925/687-0166
20925 Redwood Rd		Castro Valley	CA	94546	Golden Gate Bell, LLC	510/856-0305
1900 Webster		Alameda	CA	94501	Golden Gate Bell, LLC	510/473-0112
500 E 4th Ave		San Mateo	CA	94401	Golden Gate Bell, LLC	650/403-0395
2475 Olivera Rd.		Concord	CA	94520	Golden Gate Bell, LLC	925/405-0293
2320 Tracy Blvd		Tracy	CA	95376	Golden Gate Bell, LLC	209/833-8177
32002 Alvarado		Union City	CA	94587	Golden Gate Bell, LLC	510/489-8975
233 Mount Hermon Rd		Scotts Valley	CA	95066	Golden Gate Bell, LLC	831/440-9455
700 Military West		Benicia	CA	94510	Golden Gate Bell, LLC	707/751-0877
2713 Willow Pass Road		Bay Point	CA	94565	Golden Gate Bell, LLC	925/709-9023
5200 Coast Highway		Pacifica	CA	94044	Golden Gate Bell, LLC	650/420-7130
39199 Cedar Blvd.		Newark	CA	94560	Golden Gate Bell, LLC	510/857-0150
2255 Telegraph Avenue		Oakland	CA	94612	Golden Gate Bell, LLC	510/844-0764
21600 Foothill Blvd		Hayward	CA	94541	Golden Gate Bell, LLC	510/728-5173
1975 S El Camino Real		San Mateo	CA	94403	Golden Gate Bell, LLC	650/403-0387
40660 Grimmer Blvd		Fremont	CA	94538	Golden Gate Bell, LLC	510/824-0265
7814 Brentwood Blvd		Brentwood	CA	94513	Golden Gate Bell, LLC	925/516-6705
3535 35th Avenue		Oakland	CA	94619	Golden Gate Bell, LLC	510/842-0374
14 Green Valley Road		Freedom	CA	95019	Golden Gate Bell, LLC	831/761-3991
5684 Thornton Ave		Newark	CA	94560	Golden Gate Bell, LLC	510/574-0642
985 East Stanley Blvd		Livermore	CA	94550	Golden Gate Bell, LLC	925/373-1068
2015 Main St		Oakley	CA	94561	Golden Gate Bell, LLC	925/625-2330
34525 Alvarado Niles Road		Union City	CA	94587	Golden Gate Bell, LLC	510/429-9448
630 Hegenberger Rd		Oakland	CA	94621	Golden Gate Bell, LLC	510/569-7854
2730 41st Ave		Soquel	CA	95073	Golden Gate Bell, LLC	831/475-1845
2415 San Ramon Valley Blvd	Suite 6	San Ramon	CA	94583	Golden Gate Bell, LLC	925/406-0183
797 Marina Blvd		San Leandro	CA	94577	Golden Gate Bell, LLC	510/633-2760
30075 Industrial Pkwy		Union City	CA	94587	Golden Gate Bell, LLC	510/240-9742
4674 Clayton Road		Concord	CA	94521	Golden Gate Bell, LLC	925/687-4815
2880 W Grant Line RD		Tracy	CA	95304	Golden Gate Bell, LLC	209/835-9697
1109 Tasman Drive		Sunnyvale	CA	94089	Golden Gate Bell, LLC	408/744-0558
4346 Lone Tree Way		Antioch	CA	94531	Golden Gate Bell, LLC	925/978-1132
6005 Preston Avenue		Livermore	CA	94551	Golden Gate Bell, LLC	925/960-1423
15501 Hesperian Blvd		San Leandro	CA	94579	Golden Gate Bell, LLC	510/278-2721
465 El Camino Real		South San	CA	94080	Golden Gate Bell, LLC	650/583-3473
5431 Camden Ave.		San Jose	CA	95124	Golden Gate Bell, LLC	408/266-1533
2693 El Camino Real		Redwood City	CA	94061	Golden Gate Bell, LLC	650/366-5176
1131 Triton Dr.		Foster City	CA	94404	Golden Gate Bell, LLC	650/572-8038
5538 Monterey Hwy		San Jose	CA	95138	Golden Gate Bell, LLC	408/363-8428
840 S Bascom Ave.		San Jose	CA	95128	Golden Gate Bell, LLC	408/297-3042
1103 Veterans Blvd		Redwood City	CA	94063	Golden Gate Bell, LLC	650/568-0226
37236 Fremont Blvd		Fremont	CA	94536	Golden Gate Bell, LLC	510/797-8274
720 Story Road		San Jose	CA	95122	Golden Gate Bell, LLC	408/279-1963
535 W Capitol Expressway		San Jose	CA	95136	Golden Gate Bell, LLC	408/723-0921
215 West Jackson Street		Hayward	CA	94544	Golden Gate Bell, LLC	510/887-7785
259 El Camino Real		San Carlos	CA	94070	Golden Gate Bell, LLC	650/508-8226
1450 Camden Ave.		Campbell	CA	95008	Golden Gate Bell, LLC	408/879-0904
2779 Aborn Rd		San Jose	CA	95121	Golden Gate Bell, LLC	408/270-2960
7255 Mission St.		Daly City	CA	94014	Golden Gate Bell, LLC	650/755-5085

1130 Arnold Dr.		Martinez	CA	94553	Golden Gate Bell, LLC	925/957-9410
420 Diablo Road ,Suite 420	Green Valley	Danville	CA	94526	Golden Gate Bell, LLC	925/406-0184
3160-D Danville Blvd.		Alamo	CA	94507	Golden Gate Bell, LLC	925/406-0185
915 S. Tracy Blvd.		Tracy	CA	95376	Golden Gate Bell, LLC	209/833-0193
5350 Great America Parkway		Santa Clara	CA	95054	Golden Gate Bell, LLC	408/213-1757
898 West Hwy 40		Vernal	UT	84078	DDO-Utah, LLC	435/781-1812
108 Westland Way		Rock Springs	WY	82901	DDO-Utah, LLC	307/382-8089
2019 Centennial Blvd		Independence	KY	41051	AG Bells, LLC	859/495-2232
7206 NE Highway 99		Vancouver	WA	98665	Pacific Bells, LLC	360/693-4871
1073 COUNTY HWY-308		Dumont	CO	80436	Alvarado Concepts, LLC	303/567-2175
1819 Kitty Hawk Ave		Carroll	IA	51401	Sundance, Inc.	712/792-8361
6742 E MAIN ST		Mesa	AZ	85205	Hot Tacos, Inc.	480/830-6335
7159 South State Road 67		Pendleton	IN	46064	Bell Indiana LLC	765/778-0928
26 E Schrock Rd		Westerville	OH	43081	Pacific Bells, LLC	614/882-0360
5010 East County Line Rd		Indianapolis	IN	46237	Bell Indiana LLC	317/888-1124
2357 HIGHWAY 70 SE		Arcadia	FL	34266	Luihn VantEdge Partners, LLC	863/491-5110
11992 Chase Plaza		Cincinnati	OH	45240	AG Bells, LLC	513/991-7526
South 69 W15615 Janesville		Muskego	WI	53150	Sundance, Inc.	414/422-0276
930 West Main St.		Woodbury	TN	37190	Future Restaurants, LLC	615/956-2977
2455 Monarch Ste-105		Laredo	TX	78045	Tacala Austin Corp.	956/791-0900
20347 IH-35		Kyle	TX	78640	Tacala Austin Corp.	512/268-8888
153 Highway 107		Chilhowie	VA	24319	Tacala Tennessee Corp.	276/521-0299
1604 Bass Road		Macon	GA	31210	Tacala Georgia Corp.	478/474-0205
2173 Lexington Road		Richmond	KY	40475	Charter Foods, Inc.	859/575-4798
25782 DIXIE HWY		Perrysburg	OH	43551	G-Made, Inc.	567/336-6181
1601 E. Cherokee Street		Sallisaw	OK	74955	K-Mac Enterprises, Inc.	918/775-9801
1905 North Broadway Street		Poteau	OK	74953	K-Mac Enterprises, Inc.	918/647-4884
1401 W Highway 51		Wagoner	OK	74467	K-Mac Enterprises, Inc.	918/485-7447
1409 East Walnut		Paris	AR	72855	K-Mac Enterprises, Inc.	479/963-8520
820 West Center		Greenwood	AR	72936	K-Mac Enterprises, Inc.	479/996-1657
103 Airport Road		Ozark	AR	72949	K-Mac Enterprises, Inc.	479/667-9095
8350 Warden Road		Sherwood	AR	72120	K-Mac Enterprises, Inc.	501/835-5570
141 E Grand Avenue		Hot Springs	AR	71901	K-Mac Enterprises, Inc.	501/623-2947
1100 N 193rd East Ave		Catoosa	OK	74015	K-Mac Enterprises, Inc.	918/379-6958
21 East Highway 160		Lamar	MO	64759	K-Mac Enterprises, Inc.	417/682-3853
84 South Main Street		Cassville	MO	65625	K-Mac Enterprises, Inc.	417/847-5569
511 North Plaza Dr		Van Buren	AR	72956	K-Mac Enterprises, Inc.	479/410-1851
1621 South Main Street		Grove	OK	74344	K-Mac Enterprises, Inc.	918/786-6456
601 Highway 59 North		Atlanta	TX	75551	K-Mac Enterprises, Inc.	903/799-5173
2531 Highway 161		North Little Rock	AR	72117	K-Mac Enterprises, Inc.	501/945-5760
4424 Markham Road		Little Rock	AR	72205	K-Mac Enterprises, Inc.	501/664-5161
110 Schofield Drive		Midlothian	VA	23113	BurgerBusters VIII, L.L.C.	804/893-3618
711 Radford Blvd.		Dillon	SC	29536	Luihn VantEdge Partners, LLC	843/506-8059
1515 Blackwood Clementon Rd		Blackwood	NJ	08012	New Jersey Restaurants, LLC	856/352-6450
1810 S LAKELINE BLVD		Cedar Park	TX	78613	Tacala Austin Corp.	512/249-9500
10255 Washington Highway		Ashland	VA	23005	BurgerBusters VIII, L.L.C.	804/299-3614
300 Gihon Village		Parkersburg	WV	26101	Charter Central, LLC	304/428-4065
425 WRIGHT RD		Johnson Creek	WI	53038	MMC Enterprises, Ltd	920/699-9100
1121 Kern St.		Taft	CA	93268	Gurmit Jhaj	661/765-2379
1125 US HIGHWAY 70		Garner	NC	27529	Luihn VantEdge Partners, LLC	919/803-4328
155 Soscol Ave		Napa	CA	94559	Golden Gate Bell, LLC	707/257-2700
771 Stony Point Rd		Santa Rosa	CA	95407	Golden Gate Bell, LLC	707/528-2907
1416 Farmers Ln		Santa Rosa	CA	95405	Golden Gate Bell, LLC	707/576-8122
1835 Mendocino Ave		Santa Rosa	CA	95401	Golden Gate Bell, LLC	707/571-8241
40 San Pablo Towne Ctr		San Pablo	CA	94806	Golden Gate Bell, LLC	510/215-1971
5000 Redwood Dr		Rohnert Park	CA	94928	Golden Gate Bell, LLC	707/585-9981
2111 Loveridge Rd		Pittsburg	CA	94565	Golden Gate Bell, LLC	925/432-2873
1700 E Cotati Ave		Rohnert Park	CA	94928	Golden Gate Bell, LLC	707/664-1700
406 East Washington Street		Petaluma	CA	94952	Golden Gate Bell, LLC	707/763-6200
3177 Jefferson Street		Napa	CA	94558	Golden Gate Bell, LLC	707/254-0517
3445 Deer Valley Rd		Antioch	CA	94531	Golden Gate Bell, LLC	925/276-9723
2000 Santa Rosa Ave		Santa Rosa	CA	95407	Golden Gate Bell, LLC	707/569-0903
4470 Century Blvd		Pittsburg	CA	94565	Golden Gate Bell, LLC	925/778-4016

1232 Birch Street Extension		Camp Lejeune	NC	28547	Bell Carolina LLC	910/450-6918
8084 North Cortaro Road		Tucson	AZ	85743	A&W Tacos, LLC	520/369-2075
6300 AMERIPLEX DR		Portage	IN	46368	Natron Corporation	219/763-9477
1620 WASHINGTON ST		Pella	IA	50219	Sundance, Inc.	641/620-1051
1315 Union Avenue		Laconia	NH	03246	Charter Foods North, LLC	603/524-4319
604 Hwy 92 W		Williamsburg	KY	40769	Tacala Tennessee Corp.	606/549-0074
939 S GOVERNOR WILLIAMS		Darlington	SC	29532	Luihn VantEdge Partners, LLC	843/944-0277
4875 MERLE HAY LN		Des Moines	IA	50310	Sundance, Inc.	515/331-7753
7047 US 322		Cranberry	PA	16319	Charter Foods North, LLC	814/678-8601
1290 Toronto Rd		Springfield	IL	62712	Missouri Fiesta, Inc.	217/529-1730
1580 N STATE ST		Belvidere	IL	61008	Sundance, Inc.	815/544-3568
521 E. FM 2410		Harker Heights	TX	76548	Tacala Austin Corp.	254/680-3808
1999 North Trades Day Blvd.		Canton	TX	75103	Southern Multifoods, Inc.	903/567-2676
13428 Bent Grass Lane		Fishers	IN	46038	Bell Indiana LLC	317/845-4095
7200 N. Freeway		Fort Worth	TX	76137	Southern Multifoods, Inc.	817/306-3533
1429 West Orange Blossom		Apopka	FL	32712	US Leader Restaurants OpCo, LLC	407/774-9300
31001 Cortez Blvd		Brooksville	FL	34602	BDE Florida LLC	352/345-8493
3480 Firestone Blvd.		South Gate	CA	90280	C&R Restaurant Group, L.P.	323/249-0692
150 Orr Ave		Buffalo	MN	55313	Border Foods, LLC	763/682-4991
150 W HOLT AVE		Milwaukee	WI	53207	Pacific Bells, LLC	414/383-6449
102 E 14TH ST		Larned	KS	67550	TB Of America, Inc.	620/285-0020
702 A Ave. West		Oskaloosa	IA	52577	Sundance, Inc.	641/673-2370
10130 Indianapolis Blvd		Highland	IN	46322	Sundance, Inc.	219/924-1129
329 US Hwy 84 E		Cairo	GA	39828	Vision Restaurants, Inc.	229/397-8226
412 South Main Street		Swainsboro	GA	30401	Savannah Service & Food (YUM), LLC	478/237-5400
914 East Columbus Street		Kenton	OH	43326	G-Made, Inc.	419/675-0700
2451 Springs Rd NE		Hickory	NC	28601	Phoenix Taco, L.L.C.	828/256-3931
1024 Endeavour Blvd.		Rapid City	SD	57703	Border Foods of Wyoming, LLC	605/341-7808
1240 Broadway		Placerville	CA	95667	J.A. Sutherland, Inc.	530/303-9101
3382 Coach Ln		Cameron Park	CA	95682	J.A. Sutherland, Inc.	530/387-4260
3967 Park Drive		El Dorado Hills	CA	95762	J.A. Sutherland, Inc.	916/790-5616
2545 Iron Point Rd		Folsom	CA	95630	J.A. Sutherland, Inc.	916/790-5615
3375 Commander Shepard		Hampton	VA	23666	BurgerBusters VIII, L.L.C.	757/865-2000
7323 N LOOP 1604 W		San Antonio	TX	78249	DDO1-Texas, LLC	210/372-9757
25 Morgan Road		West Springfield	MA	01089	G.F. Enterprise LLC	413/363-2862
13325 University Blvd.		Sugar Land	TX	77479	B & G Food Enterprises of Texas, L.L.C.	281/491-4329
13002 Cutten Road		Houston	TX	77066	B & G Food Enterprises of Texas, L.L.C.	281/895-0796
1484 Lockwood Drive		Houston	TX	77020	B & G Food Enterprises of Texas, L.L.C.	713/672-5034
55-510 Kamehameha Hwy	Ste 7	Laie	HI	96762	Taco Aloha, Inc.	808/293-7320
1850 Ankeny Blvd		Ankeny	IA	50021	Sundance, Inc.	515/965-4555
1100 East Herbison Rd		Dewitt	MI	48820	Old West Properties, L.L.C.	517/668-1890
4725 Bougainville Dr.	Building #631	Honolulu	HI	96818	Taco Aloha, Inc.	808/422-2101
1896 Washington Rd.		Washington	IL	61571	LucWork Enterprises, Inc.	309/444-3844
572 Route 18		East Brunswick	NJ	08816	Yum & Chill TB Holdings LLC	732/210-2154
2338 N. Roosevelt Blvd		Key West	FL	33040	Luihn VantEdge Partners, LLC	305/780-7950
6934 Parker Rd		Florissant	MO	63033	Bell Missouri LLC	314/741-9743
10711 16th Ave SW		Seattle	WA	98146	Northwest Restaurants, Inc.	206/431-0915
2945 S 38th St		Tacoma	WA	98409	Northwest Restaurants, Inc.	253/475-8880
17809 108th Ave S E		Renton	WA	98055	Northwest Restaurants, Inc.	425/228-5857
12223 Meridian St		Puyallup	WA	98373	Northwest Restaurants, Inc.	253/841-4685
15611 Pacific Ave		Tacoma	WA	98444	Northwest Restaurants, Inc.	253/531-7982
2902 6th Avenue		Tacoma	WA	98406	Northwest Restaurants, Inc.	253/627-2921
15223 Union Ave SW		Lakewood	WA	98498	Northwest Restaurants, Inc.	253/581-0711
2615 North Pearl Street	Westgate	Tacoma	WA	98406	Northwest Restaurants, Inc.	253/752-5725
15059 1st Ave S		Burien	WA	98148	Northwest Restaurants, Inc.	206/241-6944
27001 Pacific Hwy S		Des Moines	WA	98198	Northwest Restaurants, Inc.	253/946-2949
10611 Pacific Ave		Tacoma	WA	98444	Northwest Restaurants, Inc.	253/531-8611
1404 E. 72nd Street		Tacoma	WA	98404	Northwest Restaurants, Inc.	253/474-1801
322 Washington Ave South		Kent	WA	98032	Northwest Restaurants, Inc.	253/859-5212
8401 S. Tacoma Way		Lakewood	WA	98499	Northwest Restaurants, Inc.	253/582-1321
16350 W Valley Hwy		Tukwila	WA	98188	Northwest Restaurants, Inc.	425/226-1323
301 Wallace Kneeland Blvd		Shelton	WA	98584	Northwest Restaurants, Inc.	360/427-1659
5152 Pacific Highway East		Fife	WA	98424	Northwest Restaurants, Inc.	253/922-8463

2031 S.W. Campus Drive		Federal Way	WA	98023	Northwest Restaurants, Inc.	253/927-7693
1330 S 348th St		Federal Way	WA	98003	Northwest Restaurants, Inc.	253/568-1088
11304 Canyon Road		Puyallup	WA	98373	Northwest Restaurants, Inc.	253/200-3444
9511 Bridgeport Way SW		Lakewood	WA	98499	Northwest Restaurants, Inc.	253/983-9601
6729 S. 19th Street		University Place	WA	98466	Northwest Restaurants, Inc.	253/564-9013
1120 E Wishkah St		Aberdeen	WA	98520	Northwest Restaurants, Inc.	360/538-1888
5006 132nd Street SE		Everett	WA	98208	Northwest Restaurants, Inc.	425/337-6426
616 State Street		Marysville	WA	98270	Northwest Restaurants, Inc.	360/653-8383
515 SW 128th Street		Everett	WA	98204	Northwest Restaurants, Inc.	425/353-7233
3815 Pacific Avenue, S.E.		Lacey	WA	98503	Northwest Restaurants, Inc.	360/459-1713
1101 Cooper Point Rd SW		Olympia	WA	98502	Northwest Restaurants, Inc.	360/943-1814
702 S Meridian		Puyallup	WA	98371	Northwest Restaurants, Inc.	253/770-1054
1960 148th Avenue, N.E.		Redmond	WA	98052	Northwest Restaurants, Inc.	425/644-8902
7431 Evergreen Way		Everett	WA	98203	Northwest Restaurants, Inc.	425/513-1433
217 East College Way		Mount Vernon	WA	98273	Northwest Restaurants, Inc.	360/428-6090
32780 State Highway 20		Oak Harbor	WA	98277	Northwest Restaurants, Inc.	360/675-6868
320 Rainier Avenue South		Renton	WA	98055	Northwest Restaurants, Inc.	425/254-1507
1308 Burlington Blvd.		Burlington	WA	98233	Northwest Restaurants, Inc.	360/757-7403
23920 104th Avenue, S.E.		Kent	WA	98031	Northwest Restaurants, Inc.	253/856-8011
1120 Belmont Ave		Centralia	WA	98531	Northwest Restaurants, Inc.	360/736-9836
37 LINCOLN BLVD		Lincoln	CA	95648	Lyon, Gary	916/409-3494
313 Tanger Blvd.		Locust Grove	GA	30248	Locust Grove Taco, LLC	770/954-1427
1106 N. Main St		Adrian	MI	49221	Old West Properties, L.L.C.	517/759-3680
1300 North 60 Hwy		Monroe	MI	48162	Old West Properties, L.L.C.	734/625-1598
31100 BECK RD		Novi	MI	48377	Old West Properties, L.L.C.	248/960-7018
2150 Douglas Avenue		Brewton	AL	36426	Tacala, LLC	251/867-5539
8288 Marbach Rd		San Antonio	TX	78227	DDO1-Texas, LLC	210/686-5885
6815 Bandera Rd		San Antonio	TX	78238	DDO1-Texas, LLC	210/647-7309
725 Sidney Baker		Kerrville	TX	78028	DDO1-Texas, LLC	830/792-5525
3006 SW Military Dr		San Antonio	TX	78224	DDO1-Texas, LLC	726/336-7991
2501 Babcock Rd		San Antonio	TX	78229	DDO1-Texas, LLC	210/526-9009
9300 Wurzbach Rd		San Antonio	TX	78240	DDO1-Texas, LLC	210/686-5902
440 W Bandera Rd		Boerne	TX	78006	DDO1-Texas, LLC	830/249-2325
1770 S Gen McMullen Dr		San Antonio	TX	78237	DDO1-Texas, LLC	210/591-0715
101 University Dr		San Marcos	TX	78666	DDO1-Texas, LLC	512/212-4550
12360 Leslie Road		Helotes	TX	78023	DDO1-Texas, LLC	210/695-9105
11215 Culebra Rd.		San Antonio	TX	78254	DDO1-Texas, LLC	210/688-9936
414 SW Military Dr		San Antonio	TX	78221	DDO1-Texas, LLC	210/923-3224
14421 US Hwy 87 West		La Vernia	TX	78121	DDO1-Texas, LLC	830/779-5333
880 East Main Street		Ephrata	PA	17522	Oak Restaurants, LLC	717/733-8888
840 Fifth Street		Gonzales	CA	93926	D. G. Smith Enterprises, Inc.	831/675-1003
632 Overland Ave		Burley	ID	83318	ES-O-EN TB, LLC	208/678-6919
506 Jonesborough Road		Erwin	TN	37650	Charter Foods, Inc.	423/330-6542
8039 Hwy 49 North		Brookland	AR	72417	JTB Development, LLC	870/336-0775
3400 S Louise Avenue		Sioux Falls	SD	57106	Sioux Falls Bell, LLC	605/361-8891
3309 E 10th St		Sioux Falls	SD	57103	Sioux Falls Bell, LLC	605/331-4048
1611 West 41st Street		Sioux Falls	SD	57105	Sioux Falls Bell, LLC	605/336-8986
4100 West 12th Street		Sioux Falls	SD	57105	Sioux Falls Bell, LLC	605/336-7089
2000 S Burr St		Mitchell	SD	57301	Sioux Falls Bell, LLC	605/996-2099
812 S Minnesota Ave		Sioux Falls	SD	57104	Sioux Falls Bell, LLC	605/335-7059
1806 W Vernon Avenue		Kinston	NC	28501	Bell Carolina LLC	252/527-5555
5710 S NC 41 Hwy		Wallace	NC	28466	Bell Carolina LLC	910/285-8677
1410 Sunset Avenue		Clinton	NC	28328	Bell Carolina LLC	910/592-1269
800 N Pine St		Spartanburg	SC	29303	Bell Carolina LLC	864/582-3395
1301j W Wade Hampton Blvd		Greer	SC	29651	Bell Carolina LLC	864/879-8487
708 N Main		Summerville	SC	29483	Bell Carolina LLC	843/875-0669
981 Bacons Bridge Rd		Summerville	SC	29485	Bell Carolina LLC	843/875-9496
1884 E. Main St.		Spartanburg	SC	29307	Bell Carolina LLC	864/582-7143
600 Grand Central Ave		Vienna	WV	26105	Charter Central, LLC	304/295-5622
1225 Stafford Dr		Princeton	WV	24740	Charter Central, LLC	304/487-6076
1104 N. Eisenhower Dr.		Beckley	WV	25801	Charter Central, LLC	304/256-6389
978 E. State Street		Athens	OH	45701	Charter Central, LLC	740/592-2266
342 Pike Street		Marietta	OH	45750	Charter Central, LLC	740/373-9124

137 Village Lane		Hazard	KY	41701	Charter Central, LLC	606/436-3383
3951 College Ave		Bluefield	VA	24605	Charter Central, LLC	276/322-1303
2201 West Highway 71		La Grange	TX	78945	Tacala Austin Corp.	979/968-3401
7123 Village Pkwy		Dublin	CA	94568	JingleBells, LLC	925/833-0713
410 Moraga Rd		Moraga	CA	94556	JingleBells, LLC	925/247-5651
1700 Contra Costa Blvd		Pleasant Hill	CA	94523	JingleBells, LLC	925/680-0280
500 Contra Costa Blvd		Pleasant Hill	CA	94523	JingleBells, LLC	925/680-6030
6030 Johnson Dr		Pleasanton	CA	94588	JingleBells, LLC	925/416-1414
860 Gravenstein Hwy North		Sebastopol	CA	95472	JingleBells, LLC	707/824-1500
1221 Concord Avenue		Concord	CA	94520	JingleBells, LLC	925/822-3414
930 Seventh Street		Novato	CA	94945	JingleBells, LLC	415/878-0230
2400 N. Main St.		Walnut Creek	CA	94596	JingleBells, LLC	925/932-9321
1701 N. Main St.		Altus	OK	73521	K-Mac Enterprises, Inc.	580/482-7612
4839 NW 39th Street		Oklahoma City	OK	73122	K-Mac Enterprises, Inc.	405/787-5043
6801 N May Ave.		Oklahoma City	OK	73116	K-Mac Enterprises, Inc.	405/842-8516
5704 NW Expressway		Warr Acres	OK	73132	K-Mac Enterprises, Inc.	405/721-0658
6200 College Drive		Suffolk	VA	23435	Mid Atlantic Taco LLC	757/483-0800
1104 E. Southline		Tuscola	IL	61953	K-Mac Enterprises, Inc.	217/253-4086
1000 Spring Street		Belton	TX	76513	Tacala Austin Corp.	254/613-4787
560 D Street		Fort Richardson	AK	99505	Denali Foods, Inc.	907/222-1955
3191 S. 76th Street		Milwaukee	WI	53219	Pacific Bells, LLC	414/727-2226
2404 S Oneida Street		Ashwaubenon	WI	54304	Pacific Bells, LLC	920/499-9992
5630 W North Ave		Milwaukee	WI	53208	Pacific Bells, LLC	414/871-9031
510 N Mayfair Rd		Wauwatosa	WI	53226	Pacific Bells, LLC	414/771-3959
2056 S Hastings		Eau Claire	WI	54701	Pacific Bells, LLC	715/836-9588
2210 W Wisconsin Ave		Milwaukee	WI	53233	Pacific Bells, LLC	414/344-7778
2840 West College Avenue		Appleton	WI	54914	Pacific Bells, LLC	920/733-6292
2810 N Richmond		Appleton	WI	54911	Pacific Bells, LLC	920/733-8060
5560 Port Washington Rd N		Glendale	WI	53217	Pacific Bells, LLC	414/964-4360
1529 W Mason St		Green Bay	WI	54303	Pacific Bells, LLC	920/494-1143
2512 Craig Rd		Eau Claire	WI	54701	Pacific Bells, LLC	715/835-1887
450 3rd St		Menasha	WI	54952	Pacific Bells, LLC	920/727-0755
4143 North 76th Street		Milwaukee	WI	53222	Pacific Bells, LLC	414/527-1227
4141 Mormon Coulee Ct		La Crosse	WI	54601	Pacific Bells, LLC	608/788-3811
2230 University Ave		Green Bay	WI	54302	Pacific Bells, LLC	920/465-3573
3221 East Express Court		Appleton	WI	54915	Pacific Bells, LLC	920/830-4924
5751 West Fon Du Lac		Milwaukee	WI	53216	Pacific Bells, LLC	414/875-8562
315 West Avenue North		La Crosse	WI	54601	Pacific Bells, LLC	608/785-3124
2220 Main Street		Green Bay	WI	54302	Pacific Bells, LLC	920/406-8150
1171 Westowne Dr		Neenah	WI	54956	Pacific Bells, LLC	920/729-4423
4133 Harbor Town Lane		Manitowoc	WI	54220	Pacific Bells, LLC	920/652-9629
5420 South 108th Street		Hales Corners	WI	53130	Pacific Bells, LLC	414/425-0895
6268 S. 27th Street		Milwaukee	WI	53221	Pacific Bells, LLC	414/761-3335
540 Main Street		Orange	NJ	07050	Yum & Chill TB Holdings LLC	862/252-7371
2420 CEDAR ST		Holt	MI	48842	Old West Properties, L.L.C.	517/694-1537
2563 Charlestown Rd		New Albany	IN	47150	C. & M. Smith Restaurants, Inc.	812/948-8861
1400 West Coast Highway		Newport Beach	CA	92663	C&R Restaurant Group, L.P.	949/646-8656
13050 NW Highway 287		Haslet	TX	76052	Southern Multifoods, Inc.	817/439-8198
663 East Ave		Lomira	WI	53048	MMC Enterprises, Ltd	920/269-8139
39335 Washington St.		Palm Desert	CA	92211	PSTB, LLC	760/200-3717
1104 Lexington Road		Georgetown	KY	40324	Charter Foods, Inc.	502/642-5001
42487 E. Morgan Ave		Pennington Gap	VA	24277	Charter Foods, Inc.	276/546-1249
1706 A ST		Antioch	CA	94509	Golden Gate Bell, LLC	925/753-0105
3902 South Post Road		Indianapolis	IN	46239	Bell Indiana LLC	317/862-2802
611 East Emory Rd		Powell	TN	37849	Tacala Tennessee Corp.	865/938-3512
12866 Highway 21		De Soto	MO	63020	K-Mac Enterprises, Inc.	636/586-1370
5610 Hammonds Mill Road		Martinsburg	WV	25404	BurgerBusters VIII, L.L.C.	681/242-2875
895 E 200 N		Roosevelt	UT	84066	DDO-Utah, LLC	435/722-3116
325 John Fitch Hwy		Fitchburg	MA	01420	G.F. Enterprise LLC	978/348-2444
1683 Revere Beach Pkwy		Everett	MA	02149	G.F. Enterprise LLC	617/389-3338
339 Squire Road		Revere	MA	02151	G.F. Enterprise LLC	781/485-0286
24 Sack Blvd.		Leominster	MA	01453	G.F. Enterprise LLC	978/466-5180
735 W. Sahuarita Road		Sahuarita	AZ	85629	Hot Tacos, Inc.	520/625-4649

715 S. E. Oralabor Rd		Ankeny	IA	50021	Sundance, Inc.	515/963-8253
6827 Katella Ave		Cypress	CA	90630	T&T Taco, LLC	714/826-8226
7500 Atlantic Ave		Cudahy	CA	90201	T&T Taco, LLC	323/560-2423
3016 East Avenue		Central Square	NY	13036	Hospitality Syracuse, Inc.	315/668-5553
563 North Greenbush Road		Rensselaer	NY	12144	Hospitality Syracuse, Inc.	518/874-1380
1050 Glenforest Rd		Myrtle Beach	SC	29579	Coastal Plains Restaurants, LLC	854/854-9215
8040 Pat Booker		San Antonio	TX	78233	DDO1-Texas, LLC	210/590-8713
4714 Rittiman Rd		San Antonio	TX	78218	DDO1-Texas, LLC	210/666-2636
98 Medical Services Drive		Morrilton	AR	72110	K-Mac Enterprises, Inc.	501/208-5884
1865 Gateway Dr. NW		Coon Rapids	MN	55448	Border Foods, LLC	763/754-0709
10402 S Belle Creek Drive		Henderson	CO	80640	Alvarado Concepts, LLC	303/287-0852
209 Robert Smalls Pkwy		Beaufort	SC	29902	Carolina Taco, Inc.	843/524-8226
1165 South Trooper Road		Audubon	PA	19403	Oak Restaurants, LLC	484/831-5521
802 North Lynn Avenue		Lamesa	TX	79331	J.P.M., Inc.	806/870-0011
1201 Hobbs Highway		Seminole	TX	79360	J.P.M., Inc.	432/758-0099
1970 Harrodsburg Road		Lexington	KY	40503	Charter Foods, Inc.	859/327-3920
2575 E. Hillsborough Ave		Tampa	FL	33610	BDE Florida LLC	813/231-6858
126 Ervintown Rd		Richlands	NC	28574	Bell Carolina LLC	910/324-2310
8056 Perry Highway		Erie	PA	16509	Charter Foods North, LLC	814/868-3725
14181 U.S. Highway 395,		Victorville	CA	92392	Cotti Foods Corporation	760/951-0262
1616 Camp Jackson Road		Cahokia	IL	62206	Bell Missouri LLC	618/337-9184
1603 S Braddock Ave		Pittsburgh	PA	15218	Charter Central, LLC	412/244-8226
100 North Town Square		Gibsonia	PA	15044	Charter Central, LLC	724/443-4088
102 Moraine Pointe Plaza		Butler	PA	16001	Charter Central, LLC	724/285-9206
3948 Brodhead Rd		Monaca	PA	15061	Charter Central, LLC	724/728-8226
2613 Ellwood Road		New Castle	PA	16101	Charter Central, LLC	724/656-1330
2435 Freeport Rd		New Kensington	PA	15068	Charter Central, LLC	724/337-7767
825 Freeport Rd.	Waterworks	Pittsburgh	PA	15238	Charter Central, LLC	412/782-0888
3887 Washington Road		McMurray	PA	15317	Charter Foods North, LLC	724/941-8036
8170 Precinct Line Road		Colleyville	TX	76034	Southern Multifoods, Inc.	817/788-4515
105 Ridgewater Dr.		Polson	MT	59860	MTB Polson, LLC	406/872-2500
143 W Noble Ave		Williston	FL	32696	Bravo Foods, LLC	352/528-9008
10623 Burbank Drive		Baton Rouge	LA	70810	B & G Food Enterprises, LLC	225/767-5240
1059 N Lemoore Ave		Lemoore	CA	93245	Cotti Foods Corporation	559/924-2057
2021 Whitley Avenue		Corcoran	CA	93212	Cotti Foods Corporation	559/992-9022
14019 W. Whitesbridge		Kerman	CA	93630	Cotti Foods Corporation	559/335-5900
7541 Perkins Rd		Baton Rouge	LA	70808	B & G Food Enterprises, LLC	225/763-6657
7212 Siegen Lane		Baton Rouge	LA	70809	B & G Food Enterprises, LLC	225/291-0377
2040 O'Neal Lane		Baton Rouge	LA	70816	B & G Food Enterprises, LLC	225/751-4700
14610 Plank Rd		Baker	LA	70714	B & G Food Enterprises, LLC	225/778-0207
558 N Pinal Parkway		Florence	AZ	85132	WMM, Inc.	520/868-8471
155 Laconia Road		Tilton	NH	03276	Charter Foods North, LLC	603/286-7340
1670 ALLEN CREEK RD		Grants Pass	OR	97527	Columbia Bells, LLC	541/479-4958
1501 Frederick Boulevard		Portsmouth	VA	23707	BurgerBusters VIII, L.L.C.	757/673-6852
7650 Brookville Road		Indianapolis	IN	46239	Bell Indiana LLC	317/351-0730
919 Cambridge St		Hopkins	MN	55343	Border Foods, LLC	952/938-5226
889 State Route 28		Milford	OH	45150	AG Bells, LLC	513/334-3963
710 Third Street		San Francisco	CA	94107	Golden Gate Bell, LLC	415/979-1587
1001 East Main Street		Bradford	PA	16701	Charter Foods North, LLC	814/596-0044
420 South Main St		Ferdinand	IN	47532	Bell Indiana LLC	812/367-0817
115 E Water Street		Oak Harbor	OH	43449	Edwin M Coles	419/607-6280
2319 LaFayette Rd		Portsmouth	NH	03801	Charter Foods North, LLC	603/422-9627
2395 6th Street		Limon	CO	80828	Alvarado Concepts, LLC	719/775-9411
14337 Northeast 23rd St.		Choctaw	OK	73020	K-Mac Enterprises, Inc.	405/390-8226
5950 Howdershell Rd		Hazelwood	MO	63042	Bell Missouri LLC	314/731-1606
551-B East Main St		Hohenwald	TN	38462	Future Restaurants, LLC	931/306-5055
2677 E. Hwy 76		Mullins	SC	29574	Luihn VantEdge Partners, LLC	843/765-3351
1044 Chesterfield Hwy		Cheraw	SC	29520	Luihn VantEdge Partners, LLC	843/253-5597
145 Pooler Parkway		Pooler	GA	31322	Savannah Service & Food (YUM), LLC	912/748-8406
801 NC Highway 53 East		Burgaw	NC	28425	Bell Carolina LLC	910/259-5681
1230 Washington St.		Franklinton	LA	70438	B & G Food Enterprises, LLC	985/839-6418
204 Van Lingle Mungo Blvd		Pageland	SC	29728	Outlaw Enterprises, Inc.	843/672-2330
773 Boston Post Road East		Marlborough	MA	01752	Charter Foods North, LLC	508/229-0549

1111 S Wilmot Rd		Tucson	AZ	85711	TacoBocci, LLC	520/747-1201
7915 N Oracle Rd		Tucson	AZ	85704	TacoBocci, LLC	520/297-3180
7140 N. Thornydale Rd.		Tucson	AZ	85741	TacoBocci, LLC	520/744-4746
4951 S Campbell Ave		Tucson	AZ	85706	TacoBocci, LLC	520/573-1986
9410 E. Golf Links Rd.		Tucson	AZ	85730	TacoBocci, LLC	520/722-0502
495 E. Wetmore Rd.		Tucson	AZ	85705	TacoBocci, LLC	520/887-3070
1620 W Valencia Rd		Tucson	AZ	85746	TacoBocci, LLC	520/741-1311
1818 E. Speedway Blvd.		Tucson	AZ	85719	TacoBocci, LLC	520/838-0474
3920 East Fry Blvd		Sierra Vista	AZ	85635	TacoBocci, LLC	520/459-6019
8578 East Broadway Blvd		Tucson	AZ	85710	TacoBocci, LLC	520/885-5581
3930 East 22nd Street		Tucson	AZ	85711	TacoBocci, LLC	520/745-9510
3455 E Grant Rd		Tucson	AZ	85716	TacoBocci, LLC	520/320-7554
2150 W. River Rd.		Tucson	AZ	85741	TacoBocci, LLC	520/293-6581
6616 E Grant Rd		Tucson	AZ	85715	TacoBocci, LLC	520/722-7796
1720 W. Speedway Blvd		Tucson	AZ	85745	TacoBocci, LLC	520/622-0155
10815 N Oracle Rd		Oro Valley	AZ	85737	TacoBocci, LLC	520/219-2977
2041 Wildcat Blvd		Rocklin	CA	95765	Keith Sherman Enterprises, Inc.	916/751-5455
5656 Eldorado Parkway		Frisco	TX	75033	R.W. Ball, Inc.	469/362-6640
911 South Saint Mary's Street		Saint Marys	PA	15857	Charter Central, LLC	814/781-1272
71 U.S. Highway 19 North		Camilla	GA	31730	Vision Restaurants, Inc.	229/330-2665
6095 Highway 45 Alt South		West Point	MS	39773	V2, Inc.	662/494-5566
2130 Freedom Road		Little Chute	WI	54140	Pacific Bells, LLC	920/687-1746
9578 William Penn Hwy		Huntingdon	PA	16652	Charter Central, LLC	814/643-3919
925 Hard Road		Webster	NY	14580	Hospitality Syracuse, Inc.	585/347-4844
145 Stadium Drive		Kodak	TN	37764	Tacala Tennessee Corp.	865/465-3147
10635 Stead Blvd		Reno	NV	89509	D. G. Smith Enterprises, Inc.	775/971-9470
100 Falls Creek Drive		Louisa	KY	41230	Sun Culinary, LLC	606/638-2000
3456 Miller Bridge Road		Connelly Spg	NC	28612	Fulenwider Enterprises, Inc.	828/435-2862
2422 Hancock Drive		Buford	GA	30519	Mahamitra 4, LLC	770/965-7008
109 Calef Hwy		Epping	NH	03042	Charter Foods North, LLC	603/679-8060
1545 Chestnut Bypass		Centre	AL	35960	Champion Restaurants - Fiesta, LLC	256/927-8226
2732 Saint Andrews Drive		Murfreesboro	TN	37128	Future Restaurants, LLC	615/410-3240
6460 N Sheridan Road		Chicago	IL	60626	Silver Cricket Tacos, LLC	773/892-2032
1112 Broad St		Sumter	SC	29150	Bell Carolina LLC	803/775-2984
9802 Two Notch Rd		Columbia	SC	29223	Bell Carolina LLC	803/788-8979
3983 Platt Springs Rd		West Columbia	SC	29170	Bell Carolina LLC	803/755-7281
7526 Garners Ferry Rd		Columbia	SC	29209	Bell Carolina LLC	803/783-4977
4328 Sunset Blvd		Lexington	SC	29072	Bell Carolina LLC	803/951-2834
1928 Broad River Road		Columbia	SC	29210	Bell Carolina LLC	803/551-5726
739 Knox Abbott		Cayce	SC	29033	Bell Carolina LLC	803/739-0044
1192 Lake Murray Blvd		Irmo	SC	29063	Bell Carolina LLC	803/407-1182
25 North Lafayette Drive		Sumter	SC	29150	Bell Carolina LLC	803/773-1603
1002 West Main St		Lexington	SC	29072	Bell Carolina LLC	803/957-8245
2758 Decker Blvd		Columbia	SC	29206	Bell Carolina LLC	803/597-2060
2701 Clemson Rd		Columbia	SC	29229	Bell Carolina LLC	803/788-0209
2990 Gulf To Bay Blvd		Clearwater	FL	33759	JEM Restaurant Group of Florida, Inc.	727/791-1710
4717 Vista Wood Blvd.		Dallas	TX	75232	K-Mac Enterprises, Inc.	214/376-3222
3020 FM 1764		La Marque	TX	77568	B & G Food Enterprises of Texas, L.L.C.	409/978-2012
6101 El Dorado Parkway		McKinney	TX	75070	North Texas Bells, LLC	214/592-0729
9520 China Springs Road		Waco	TX	76708	Tacala Austin Corp.	254/265-7493
7855 Oxford Ave		Philadelphia	PA	19111	SHREE YOGADHEEP, LLC	215/725-3747
1625 US Hwy 72 East		Athens	AL	35611	Tacala, LLC	256/998-5390
896 S Ron McNair Blvd		Lake City	SC	29560	Luihn VantEdge Partners, LLC	843/394-3003
5845 NORTHAMPTON BLVD		Virginia Beach	VA	23471	Mid Atlantic Taco LLC	757/689-1099
10061 Bruceville Road		Elk Grove	CA	95757	Engen Ventures, Inc.	916/714-7602
330 Hester Dr.		White House	TN	37188	KC Bell, Inc.	615/672-7779
6973 GEORGE WASHINGTON		Gloucester	VA	23061	BurgerBusters VIII, L.L.C.	804/824-9073
116 Hays Lane		Wilmington	NC	28411	Bell Carolina LLC	910/686-2863
4815 4th St. NW		Albuquerque	NM	87107	Alvarado Concepts, LLC	505/344-3444
4852 NW Bethany Blvd		Portland	OR	97229	Weber Coastal Bells Limited Partnership	971/317-0142
7710 SW Barbur Blvd		Portland	OR	97219	Pacific Bells, LLC	503/977-6271
704 Grand Avenue		Schofield	WI	54476	Sioux Falls Bell, LLC	715/359-4060
1730 US Highway 51 N		Wausau	WI	54401	Sioux Falls Bell, LLC	715/675-9592

1410 North Central Avenue		Marshfield	WI	54449	Sioux Falls Bell, LLC	715/387-8499
200 S Eisenhower Pkwy		Rhinelander	WI	54501	Sioux Falls Bell, LLC	715/841-9380
7919 SW Highway 200		Ocala	FL	34476	US Leader Restaurants OpCo, LLC	352/854-4919
9551 Lakewood Blvd		Downey	CA	90240	C&R Restaurant Group, L.P.	562/622-0161
408 Napa Junction Rd.		American Canyon	CA	94503	Golden Gate Bell, LLC	707/552-2018
7310 W. Stockton Blvd.		Sacramento	CA	95823	Engen Ventures, Inc.	916/688-8780
601 E Moana Lane		Reno	NV	89502	SSB East Moana, LLC	775/827-4480
4870 W Flamingo		Las Vegas	NV	89103	SSB West Flamingo, LLC	702/871-0503
6401 S Virginia		Reno	NV	89511	SSB South Virginia, LLC	775/851-0505
5165 Mae Anne Avenue		Reno	NV	89523	SSB Mae Anne, LLC	775/747-2228
199 North Pecos		Henderson	NV	89014	SSB North Pecos, LLC	702/263-1818
4441 North Rancho		Las Vegas	NV	89130	SSB North Rancho, LLC	702/645-4169
6200 West Lake Mead		Las Vegas	NV	89108	SSB West Lake Mead, LLC	702/636-9060
3117 Highway 50 East		Carson City	NV	89701	SSB Highway 50, LLC	775/883-3991
1280 W Williams Ave		Fallon	NV	89406	SSB West Williams, LLC	775/428-2028
2025 Buffalo Drive		Las Vegas	NV	89128	SSB Buffalo, LLC	702/243-7820
1343 Highway 395 N		Gardnerville	NV	89410	SSB North Highway 395, LLC	775/782-2404
571 S Highway 160		Pahrump	NV	89048	SSB South Highway 160, LLC	775/727-7313
2512 E Sunset Rd		Las Vegas	NV	89120	NSB East Sunset, LLC	702/597-3060
2351 Ft. Apache		Las Vegas	NV	89117	NSB Fort Apache, LLC	702/228-0836
3221 North Rancho Drive		Las Vegas	NV	89108	NSB North Rancho, LLC	702/395-2473
5645 S Rainbow Blvd		Las Vegas	NV	89113	NSB South Rainbow, LLC	702/252-0319
535 East Windmill		Las Vegas	NV	89123	SSB East Windmill, LLC	725/218-3359
9480 W. Lake Mead Blvd.	Bill Allmon	Las Vegas	NV	89134	NSB West Lake Mead, LLC	702/360-8085
2118 W Craig Rd		North Las Vegas	NV	89032	SSB West Craig, LLC	702/646-8105
3595 S Durango Dr		Las Vegas	NV	89147	SSB Durango, LLC	702/869-6880
4978 Sun Valley Blvd		Sun Valley	NV	89433	NSB Sun Valley, LLC	775/674-1999
3661 E. Bonanza Road		Las Vegas	NV	89110	NSB East Bonanza, LLC	702/463-6520
11051 So. Eastern		Henderson	NV	89012	SSB Eastern, LLC	702/990-7650
6010 W. Tropicana		Las Vegas	NV	89103	NSB West Tropicana, LLC	702/221-6210
1600 Nevada Hwy		Boulder City	NV	89005	NSB Nevada Highway, LLC	702/294-3924
4050 S Carson St.		Carson City	NV	89701	SSB Carson, LLC	775/841-2876
1750 Mountain City Highway		Elko	NV	89801	SSB Mountain City Highway, LLC	775/778-3191
1275 South Lamb Blvd		Las Vegas	NV	89104	SSB South Lamb, LLC	702/453-6696
2565 E Tropicana Ave		Las Vegas	NV	89121	SSB East Tropicana, LLC	702/739-7591
1075 W 4th St		Reno	NV	89503	SSB West 4th, LLC	775/786-2358
401 N Nellis Blvd		Las Vegas	NV	89110	NSB North Nellis, LLC	702/396-3697
1284 W Warm Springs Rd		Henderson	NV	89014	NSB Warm Springs and Stephanie, LLC	702/719-7711
10287 W Charleston Blvd		Las Vegas	NV	89135	SSB West Charleston, LLC	702/240-7526
6461 Boulder Hwy		Las Vegas	NV	89122	SSB Boulder Highway, LLC	702/454-1600
6520 N Buffalo		Las Vegas	NV	89131	SSB North Buffalo, LLC	702/313-9091
1109 E. Twain		Las Vegas	NV	89109	SSB East Twain, LLC	702/732-9725
1810 E. Serene Avenue		Las Vegas	NV	89123	SSB East Serene, LLC	702/270-2357
2409 E. Lake Mead Blvd.	Civic Center	North Las Vegas	NV	89030	SSB East Lake Mead and Civic Center, LLC	702/313-0204
730 East Horizon Drive		Henderson	NV	89015	SSB East Horizon, LLC	702/558-2212
524 E Lake Mead Pkwy		Henderson	NV	89015	SSB East Lake Mead and Burkholder, LLC	702/243-5240
4835 S. Ft. Apache		Las Vegas	NV	89147	NSB South Fort Apache, LLC	702/222-0364
3260 N Durango Rd		Las Vegas	NV	89129	SSB North Durango and Cheyenne, LLC	702/656-3260
2760 W Ann Rd		North Las Vegas	NV	89031	SSB West Ann, LLC	702/477-0111
3415 E. Russell Road		Las Vegas	NV	89120	NSB East Russell, LLC	702/436-0080
736 S Meadows Parkway		Reno	NV	89521	NSB South Meadows Parkway, LLC	775/852-2204
7715 W. Sahara Ave.		Las Vegas	NV	89117	SSB West Sahara, LLC	702/871-5086
2 Pine Cone Rd.		Dayton	NV	89403	NSB Pine Cone, LLC	775/246-1188
170 US Highway 95A S		Fernley	NV	89408	NSB Highway 95-A, LLC	775/575-5588
8520 W. Warm Springs Road		Las Vegas	NV	89113	NSB Warm Springs and Durango, LLC	702/262-9080
3264 S. Nellis Blvd		Las Vegas	NV	89122	SSB South Nellis, LLC	702/457-2706
355 W. Centennial Parkway		North Las Vegas	NV	89031	NSB West Centennial, LLC	702/644-9272
4310 E Craig Road		Las Vegas	NV	89115	SSB East Craig, LLC	702/644-2360
8150 Blue Diamond Rd		Las Vegas	NV	89178	NSB Blue Diamond and Cimarron, LLC	702/260-1923
8043 North Durango		Las Vegas	NV	89131	SSB North Durango and Grand Teton, LLC	702/395-0985
7060 S. Jones Blvd.		Las Vegas	NV	89118	NSB South Jones, LLC	702/269-8508
4880 W. Frias Avenue		Las Vegas	NV	89141	NSB West Frias, LLC	702/645-8431
1491 W Horizon Ridge Pkwy		Henderson	NV	89012	SSB West Horizon Ridge Parkway, LLC	702/260-9194

6540 E Lake Mead Blvd Ste 205		Las Vegas	NV	89156	SSB East Lake Mead, LLC	702/531-2880
401 S Decatur Blvd.		Las Vegas	NV	89107	SSB South Decatur, LLC	702/878-6977
2175 E Cheyenne Ave		North Las Vegas	NV	89030	SSB East Cheyenne, LLC	702/550-3250
2670 S Maryland		Las Vegas	NV	89169	SSB South Maryland, LLC	702/834-7517
5090 DAVE ROBBINS WAY		Lakeland	FL	33812	Luihn VantEdge Partners, LLC	863/937-7579
2505 Catamount Street		Bozeman	MT	59715	CLC Montana, LLC	406/624-6053
2097 East Florida Ave.		Hemet	CA	92544	JJC Foods, LLC	951/658-0960
8211 Highway 100		Nashville	TN	37221	Future Restaurants, LLC	629/702-7978
50060 Harrison St.		Coachella	CA	92236	PSTB, LLC	760/391-5398
3002 E Washington Ave		Madison	WI	53704	Border Foods of Wisconsin, LLC	608/244-2234
1841 Riverside Dr.		Beloit	WI	53511	Border Foods of Wisconsin, LLC	608/364-0707
2626 Humes Rd.		Janesville	WI	53545	Border Foods of Wisconsin, LLC	608/752-2077
2005 McCoy Rd		Sun Prairie	WI	53590	Border Foods of Wisconsin, LLC	608/825-2960
2525 W Court St		Janesville	WI	53548	Border Foods of Wisconsin, LLC	608/758-2050
421 Commerce Drive		Madison	WI	53719	Border Foods of Wisconsin, LLC	608/827-6574
100 E Broadway		Monona	WI	53716	Border Foods of Wisconsin, LLC	608/222-8007
1619 Milton Ave		Janesville	WI	53545	Border Foods of Wisconsin, LLC	608/754-0623
6275 McKee Road		Fitchburg	WI	53719	Border Foods of Wisconsin, LLC	608/274-1564
2169 Deming Way Suite 100		Middleton	WI	53562	Border Foods of Wisconsin, LLC	608/827-9776
698 S. Whitney Way		Madison	WI	53719	Border Foods of Wisconsin, LLC	608/277-2411
4866 County Highway V		De Forest	WI	53532	Border Foods of Wisconsin, LLC	608/846-9500
671 Hometown Circle		Verona	WI	53593	Border Foods of Wisconsin, LLC	608/845-1340
6161 E State St		Rockford	IL	61108	Border Foods of Wisconsin, LLC	815/226-9009
3805 East State St.		Rockford	IL	61108	Border Foods of Wisconsin, LLC	815/398-6644
1525 E Riverside Blvd		Loves Park	IL	61111	Border Foods of Wisconsin, LLC	815/282-4101
3114 11th Street		Rockford	IL	61109	Border Foods of Wisconsin, LLC	815/229-6394
2182 S Perryville Rd		Rockford	IL	61112	Border Foods of Wisconsin, LLC	815/332-5704
1297 West Lane Rd.		Machesney Park	IL	61115	Border Foods of Wisconsin, LLC	815/639-0670
4001 McFarland Road		Loves Park	IL	61111	Border Foods of Wisconsin, LLC	815/637-0862
2720 W Edinger		Santa Ana	CA	92704	T&T Taco, LLC	714/957-3103
17502 E 17th		Tustin	CA	92780	T&T Taco, LLC	714/730-6030
918 S El Camino Real		San Clemente	CA	92672	T&T Taco, LLC	949/492-0087
6017 Paseo Del Norte		Carlsbad	CA	92011	T&T Taco, LLC	760/931-7880
26656 Portola Parkway		Foothill Ranch	CA	92610	T&T Taco, LLC	949/455-9406
1229 E 17th St		Santa Ana	CA	92701	T&T Taco, LLC	714/547-8721
2144 South Harbor Blvd		Anaheim	CA	92802	T&T Taco, LLC	714/638-3429
959 Avenida Pico		San Clemente	CA	92673	T&T Taco, LLC	949/366-1768
21195 Highway 18		Waukesha	WI	53186	Albor Restaurant Group, LLC	262/821-9322
1361 S. 60th St.		West Allis	WI	53214	Albor Restaurant Group, LLC	414/258-1607
230 W Layton Ave.		Milwaukee	WI	53207	Albor Restaurant Group, LLC	414/747-0580
2825 S Green Bay Rd		Racine	WI	53406	Albor Restaurant Group, LLC	262/554-6300
405 W Sunset Dr		Waukesha	WI	53189	Albor Restaurant Group, LLC	262/521-2127
3358 Douglas Avenue		Racine	WI	53402	Albor Restaurant Group, LLC	262/681-3881
7020 Green Bay Road		Kenosha	WI	53142	Albor Restaurant Group, LLC	262/942-7024
920 Greenwald Court		Mukwonago	WI	53149	Albor Restaurant Group, LLC	262/363-2946
4002 52nd Street		Kenosha	WI	53144	Albor Restaurant Group, LLC	262/652-7310
11011 W National Avenue		West Allis	WI	53227	Albor Restaurant Group, LLC	414/543-2388
8261 S. Howell Ave.		Oak Creek	WI	53154	Albor Restaurant Group, LLC	414/764-1728
2056 Milwaukee Ave.		Burlington	WI	53105	Albor Restaurant Group, LLC	262/763-5375
3334 S. 27th St.		Milwaukee	WI	53215	Albor Restaurant Group, LLC	414/389-0405
1355 Capital Drive		Pewaukee	WI	53072	Albor Restaurant Group, LLC	262/691-7196
8040 Sheridan Rd		Kenosha	WI	53143	Albor Restaurant Group, LLC	262/652-1790
1609 16th Ave E		Cordele	GA	31015	Tacala Georgia Corp.	229/271-0165
13601 Garfield Ave.		South Gate	CA	90280	Alvarado Restaurant Group, LLC	562/633-6933
11750 South Palaski Road		Alsip	IL	60803	Sundance, Inc.	312/833-5935
2804 Suncrest Drive		Jackson	MS	39212	Pacific Bells, LLC	601/373-3151
3911 Red Bank Rd		Cincinnati	OH	45227	AG Bells, LLC	513/991-7548
761 North Sebastian Street		West Helena	AR	72390	K-Mac Enterprises, Inc.	870/572-9937
1635 CR 220		Fleming Island	FL	32003	US Leader Restaurants OpCo, LLC	904/215-2936
10550 Twin Cities Road, Suite		Galt	CA	95632	Engen Ventures, Inc.	209/744-4311
1529 W Panola		Carthage	TX	75633	Southern Multifoods, Inc.	903/693-3431
3259 St. Matthews Road		Orangeburg	SC	29115	Carolina Taco, Inc.	803/539-4995
W. 249 N. 6498 Hwy 164		Sussex	WI	53089	Albor Restaurant Group, LLC	262/820-0281

460 Washington Road		Washington	PA	15301	Charter Central, LLC	724/222-2042
1300 E. State Street		Lehi	UT	84043	DDO-Utah, LLC	801/766-1826
2435 Main Street (Lot 4B-2)		Alamosa	CO	81101	A&W Tacos, LLC	719/589-2140
1695 S Webb Rd		Wichita	KS	67207	TB Of America, Inc.	316/686-1992
1611 Hwy 67 South		Pocahontas	AR	72455	JTB Development, LLC	870/810-0004
10265 E. Old Vail Road		Tucson	AZ	85747	TacoBocci, LLC	520/574-2023
1880 Cumberland Falls		Corbin	KY	40701	Tacala Tennessee Corp.	606/258-0097
121 Lyle Way		Princeton	WV	24740	Charter Central, LLC	304/487-0499
1672 White Mountain Hwy		North Conway	NH	03860	Charter Foods North, LLC	603/356-0270
430 York Rd.		Warminster	PA	18974	Oak Restaurants, LLC	215/672-1415
9075 Old Hwy 6		Santee	SC	29142	Carolina Taco, Inc.	803/854-2100
11032 E US HWY 290 WB, Unit		Manor	TX	78653	Tacala Austin Corp.	737/212-6558
319 Valley HI Drive		San Antonio	TX	78227	DDO1-Texas, LLC	210/276-0528
6820 W. Adams Avenue		Temple	TX	76502	Tacala Austin Corp.	254/771-4104
2019 Scenic Hwy N		Snellville	GA	30078	R&R Atlanta LLC	770/736-6796
7205 Highway 21		Port Wentworth	GA	31407	Savannah Service & Food (YUM), LLC	912/963-0828
3208 Lincolnway West		South Bend	IN	46628	Bell Great Lakes LLC	574/234-2349
2015 S Lake St		Mundelein	IL	60060	Bell Great Lakes LLC	847/949-7880
306 W Rollins Rd		Round Lake Beach	IL	60073	Bell Great Lakes LLC	847/546-8220
4112 W Elm St		McHenry	IL	60050	Bell Great Lakes LLC	815/385-1900
54 S US Highway 12		Fox Lake	IL	60020	Bell Great Lakes LLC	847/587-8226
2051 Niles Rd		Saint Joseph	MI	49085	Bell Great Lakes LLC	269/983-4118
50 W Dundee Road		Buffalo Grove	IL	60089	Bell Great Lakes LLC	847/459-7089
1882 S West Avenue		Freeport	IL	61032	Bell Great Lakes LLC	815/232-8226
337 W Plaza Dr		Columbia City	IN	46725	Bell Great Lakes LLC	260/244-3313
610 Fairview Drive		Kendallville	IN	46755	Bell Great Lakes LLC	260/349-0895
2940 New Pinery Rd		Portage	WI	53901	Bell Great Lakes LLC	608/742-7797
619 W Pine St		West Baraboo	WI	53913	Bell Great Lakes LLC	608/356-1193
606 W. 8th Street		Monroe	WI	53566	Bell Great Lakes LLC	608/329-7300
321 Highway 13		Wisconsin Dells	WI	53965	Bell Great Lakes LLC	608/254-6039
1328 South Heaton	Knox Mall	Knox	IN	46534	Bell Great Lakes LLC	574/772-7978
2602 Auburn St		Rockford	IL	61101	Bell Great Lakes LLC	815/965-7445
3200 N Lewis Ave		Waukegan	IL	60085	Bell Great Lakes LLC	847/244-9871
1308 N Milwaukee Ave		Libertyville	IL	60048	Bell Great Lakes LLC	847/549-0708
231 N Randall Rd		Lake In The Hills	IL	60156	Bell Great Lakes LLC	847/458-8232
69069 M 62		Edwardsburg	MI	49112	Bell Great Lakes LLC	269/663-0242
2081 East Grand Avenue		Lindenhurst	IL	60046	Bell Great Lakes LLC	847/265-7677
1905 M-139		Benton Harbor	MI	49022	Bell Great Lakes LLC	269/925-4453
900 N. Route 83		Mundelein	IL	60060	Bell Great Lakes LLC	847/970-5927
114 Main Street		Dowagiac	MI	49047	Bell Great Lakes LLC	269/783-1406
705 W Liberty St		Wauconda	IL	60084	Bell Great Lakes LLC	847/526-3323
714 S Main St		Watervliet	MI	49098	Bell Great Lakes LLC	269/463-8264
2780 Belvidere Rd		Waukegan	IL	60085	Bell Great Lakes LLC	847/662-8799
231 Dixie Highway		Roseland	IN	46637	Bell Great Lakes LLC	574/272-2387
1913 Sheridan Rd		Zion	IL	60099	Bell Great Lakes LLC	847/872-9494
54633 County Road 17		Elkhart	IN	46516	Bell Great Lakes LLC	574/295-7430
805 Cannell-Puri Court		Winnebago	IL	61088	Bell Great Lakes LLC	815/335-2121
5131 W. Western Avenue		South Bend	IN	46619	Bell Great Lakes LLC	574/472-0135
4638 E. Rockton Road		Roscoe	IL	61073	Bell Great Lakes LLC	815/624-4388
1240 Great Wolf Road		Lake Delton	WI	53940	Bell Great Lakes LLC	608/254-6797
4120 E Washington Ave		Madison	WI	53704	Bell Great Lakes LLC	608/405-8266
6225 Brick Rd		South Bend	IN	46628	Bell Great Lakes LLC	574/247-1700
1140 N. Johns Street		Dodgeville	WI	53533	Bell Great Lakes LLC	608/319-2301
12716 Ashland Ave.		Calumet Park	IL	60827	Sundance, Inc.	312/858-0256
555 W. Lake St.		Addison	IL	60101	Fiesta Holdings, Inc.	630/433-2225
1400 S. State St.		Jerseyville	IL	62052	W & M Restaurants, Inc.	618/498-4883
1560 W. Main Street		Grove City	PA	16127	Charter Foods North, LLC	724/748-6555
2811 S Lincoln Ave		Jerome	ID	83338	ES-O-EN TB, LLC	208/324-3478
2056 W. 12600 S. Riverton		Riverton	UT	84065	DDO-Utah, LLC	801/987-8582
930 Spring Street	Suite 4	Atlanta	GA	30309	Mahamitra 5 LLC	404/733-9000
10350 SOUTH I-44 HWY		Oklahoma City	OK	73159	K-Mac Enterprises, Inc.	405/378-0661
124 Boston St	24 Boston St	Lynn	MA	01904	Charter Foods North, LLC	781/593-2395
1300 W Whittier Blvd		La Habra	CA	90631	C&R Restaurant Group, L.P.	562/691-7331

115 Hillcrest Parkway		Chesapeake	VA	23322	BurgerBusters VIII, L.L.C.	757/204-7944
4409 Fort Henry Drive		Kingsport	TN	37663	Tacala Tennessee Corp.	423/239-6418
1804 S Lake Drive		Lexington	SC	29073	Bell Carolina LLC	803/957-5834
1303 N Jefferson Way		Indianola	IA	50125	Sundance, Inc.	515/330-9740
201 S Halstead St.		Chicago Heights	IL	60411	Sundance, Inc.	312/898-0800
5003-C Victory Blvd.		Yorktown	VA	23693	BurgerBusters VIII, L.L.C.	757/234-6166
7970 Winter Garden Vineland		Windermere	FL	34786	Bravo Foods, LLC	407/347-0550
2004 Paxville Highway		Manning	SC	29102	Bell Carolina LLC	803/435-4087
1047 Charlotte Highway		Troutman	NC	28166	Phoenix Taco, L.L.C.	704/508-1210
1079 Main Street		Watertown	CT	06795	Cantina Hospitality, LLC	860/274-1537
130 Amity Road		New Haven	CT	06515	Cantina Hospitality, LLC	203/387-7451
1351 ST. NICHOLAS AVE.		New York	NY	10033	Taco Inc.	646/727-7693
1809 E. Bethany Dr.		Allen	TX	75002	North Texas Bells, LLC	214/383-7495
301 Lubbock Road		Brownfield	TX	79316	J.P.M., Inc.	806/636-2227
13610 SW 288th St		Homestead	FL	33033	South Beach QSR, LLC	305/245-2412
1698 US 27 North		Sebring	FL	33870	Luihn VantEdge Partners, LLC	863/402-0132
17460 Ben Hill Griffin Parkway		Fort Myers	FL	33913	Coastal QSR, LLC	239/461-0226
112 Clover Leap Loop		Sutherlin	OR	97479	Columbia Bells, LLC	541/459-8274
3623 Plaza Way		Kennewick	WA	99338	Columbia Bells, LLC	509/783-5135
755 West Rowland Memorial		Palmer	AK	99645	Denali Foods, Inc.	907/707-1450
3221 Hwy 431		Roanoke	AL	36274	Tacala, LLC	256/419-5455
2585 Easton Avenue-		Bethlehem	PA	18017	Oak Restaurants, LLC	610/317-9644
4468 U.S. 220 Business		Bedford	PA	15522	Charter Central, LLC	814/623-2210
50 North Canal Street		Newton Falls	OH	44444	Charter Foods North, LLC	330/872-8053
516 W Plank Rd	Suite 1	Altoona	PA	16602	Charter Central, LLC	814/949-2750
100 Rolling Ridge Drive		State College	PA	16801	Charter Central, LLC	814/238-3335
430 Galleria Drive	Galleria Mall	Johnstown	PA	15904	Charter Central, LLC	814/266-3796
5574 Shaffer Rd.	Suite K	Du Bois	PA	15801	Charter Central, LLC	814/375-5580
1304 1st Street		Altoona	PA	16601	Charter Central, LLC	814/946-1475
807 West View Drive		West View	PA	15229	Charter Foods North, LLC	412/931-0618
15016 E 14th Street		San Leandro	CA	94578	Golden Gate Bell, LLC	510/317-5936
1705 Dorset Lane		New Richmond	WI	54017	Border Foods of Wisconsin, LLC	715/229-5150
1000 W. Main Street		Shelbyville	IL	62565	Buddy Bells, Inc.	217/774-3431
9200 Winton Rd		Cincinnati	OH	45231	AG Bells, LLC	513/991-7463
1370 W. Lake Mead Blvd.		Las Vegas	NV	89106	SSB MLK Lake Mead, LLC	702/485-1177
156 Market St		Paterson	NJ	07505	Paterson Taco-Pizza Restaurant LLC	973/279-6990
1319 East Hackberry Street		Salem	IN	47167	C. & M. Smith Restaurants, Inc.	812/883-2924
2915 Main Street		Newberry	SC	29108	Bell Carolina LLC	803/321-5923
926 25th Ave.		Brookings	SD	57006	Sioux Falls Bell, LLC	605/291-4626
4821 8th Street		Meridian	MS	39307	Pacific Bells, LLC	601/485-3568
3051 Highway 80 East		Pearl	MS	39208	Pacific Bells, LLC	601/932-8671
3276 Highway 80 West		Jackson	MS	39204	Pacific Bells, LLC	601/355-2957
330 W Northside Dr		Jackson	MS	39206	Pacific Bells, LLC	601/362-7949
3233 Thomas St		Memphis	TN	38127	Pacific Bells, LLC	901/353-0346
826 S Third		Memphis	TN	38106	Pacific Bells, LLC	901/948-5008
3569 Democrat Rd		Memphis	TN	38118	Pacific Bells, LLC	901/795-4325
1447 Union Ave		Memphis	TN	38104	Pacific Bells, LLC	901/272-9733
1200 High Street		Jackson	MS	39202	Pacific Bells, LLC	601/354-3164
1146 E County Line Rd		Ridgeland	MS	39157	Pacific Bells, LLC	601/957-3302
3416 Pemberton Square Blvd		Vicksburg	MS	39180	Pacific Bells, LLC	601/638-5231
971 Highway 51 North		Covington	TN	38019	Pacific Bells, LLC	901/475-1073
95 S Frontage Rd		Meridian	MS	39301	Pacific Bells, LLC	601/485-6061
1120 Mineral Wells Ave		Paris	TN	38242	Pacific Bells, LLC	731/644-0039
7500 Commerce		Olive Branch	MS	38654	Pacific Bells, LLC	662/895-4811
394 Main Street		Philadelphia	MS	39350	Pacific Bells, LLC	601/656-0706
5575 I-55 South		Byram	MS	39272	Pacific Bells, LLC	601/346-8124
1170 Highway 49 South		Richland	MS	39218	Pacific Bells, LLC	601/932-7686
1131 West Government Street		Brandon	MS	39042	Pacific Bells, LLC	601/825-6715
33951 Hwy 43 North		Thomasville	AL	36784	Pacific Bells, LLC	334/636-1849
911 Estate Dr		Memphis	TN	38119	Pacific Bells, LLC	901/767-8384
2331 Lakeland Drive		Flowood	MS	39232	Pacific Bells, LLC	601/932-3796
7964 Windchester Road		Memphis	TN	38125	Pacific Bells, LLC	901/737-4843
2106 N Hills St		Meridian	MS	39305	Pacific Bells, LLC	601/485-6437

5320 Knight Arnold Rd		Memphis	TN	38118	Pacific Bells, LLC	901/360-9985
9821 US Hwy 64		Arlington	TN	38002	Pacific Bells, LLC	901/372-7854
3920 Goodman Rd		Southaven	MS	38672	Pacific Bells, LLC	662/890-3510
1651 Sunset Drive		Grenada	MS	38901	Pacific Bells, LLC	662/226-1707
1117 Main St		Southaven	MS	38671	Pacific Bells, LLC	662/393-0404
103 Plaza Dr Ext		Flowood	MS	39232	Pacific Bells, LLC	601/992-2409
1558 Hwy 49		Magee	MS	39111	Pacific Bells, LLC	601/849-1661
501 NE Park Street		Okeechobee	FL	34972	Luihn VantEdge Partners, LLC	863/467-4444
903 Apollo Dr		Wapakoneta	OH	45895	Sundance, Inc.	419/738-7227
535 East Market Street		Celina	OH	45822	Sundance, Inc.	419/586-5458
605 Wood Drive		Napoleon	OH	43545	Sundance, Inc.	419/599-8558
113 Commerce Lane		Bluffton	OH	45817	Sundance, Inc.	419/369-5606
137 East Main Street		Russells Point	OH	43348	Sundance, Inc.	937/842-5673
1406 Commerce Dr		Saint Marys	OH	45885	Sundance, Inc.	419/394-5970
530 South Main Street		Ada	OH	45810	Sundance, Inc.	419/634-5078
201 Elida Avenue		Delphos	OH	45833	Sundance, Inc.	419/692-1572
1462 North Shoop Avenue		Wauseon	OH	43567	Sundance, Inc.	419/335-4049
1724 E Main Street		Ottawa	OH	45875	Sundance, Inc.	419/523-1198
224 Three Springs Drive		Weirton	WV	26062	Charter Foods, Inc.	304/723-5822
428 East SR 44		Wildwood	FL	34785	Central Florida KFC, Inc.	352/748-3175
1323 Sibley Boulevard		Dolton	IL	60419	Sundance, Inc.	219/314-3690
449 E. Stumer Road		Rapid City	SD	57701	Border Foods of Wyoming, LLC	605/348-2215
1853 Main Street		Madison	MS	39110	Pacific Bells, LLC	601/605-0933
603 Cibolo Valley Dr		Cibolo	TX	78108	DDO1-Texas, LLC	210/566-1400
770 National Road		Wheeling	WV	26003	Charter Central, LLC	304/233-4305
6938 N. Loop 1604 E		San Antonio	TX	78247	DDO1-Texas, LLC	210/640-2413
2807 Sidley Court		Austinburg	OH	44010	TriBell, LLC	216/400-0290
3717 South Las Vegas Blvd		Las Vegas	NV	89109	SSB Harmon Corner, LLC	702/272-2422
2614 Blanding Blvd		Middleburg	FL	32068	Southeast QSR, LLC	904/282-0380
4430 North Broad St		Philadelphia	PA	19144	Shree Bhaalchandra, LLC	267/323-2715
9315 Portranco Road		San Antonio	TX	78227	DDO1-Texas, LLC	210/267-8798
1740 Unser Blvd. NW		Albuquerque	NM	87120	Alvarado Concepts, LLC	505/831-1138
956 US 22 East		Somerville	NJ	08876	Yum & Chill TB Holdings LLC	908/864-4048
82 Uinta Drive		Green River	WY	82935	DDO-Utah, LLC	307/875-0185
8585 South Ave(Western		Youngstown	OH	44514	Charter Foods North, LLC	330/953-3477
10600 Unser Boulevard NW		Albuquerque	NM	87114	Alvarado Concepts, LLC	505/899-8664
7532 State Route 250 SW		Strasburg	OH	44680	Fast Food Feeders, Ltd	330/878-4019
3150 N. Clairemont Avenue		Eau Claire	WI	54703	Pacific Bells, LLC	715/839-0643
2699 Ridge Point Drive		High Ridge	MO	63049	Bell Missouri LLC	636/376-0407
95 E. Hickman		Waukee	IA	50263	Sundance, Inc.	641/840-1717
11282 Old 63 South		Lucedale	MS	39452	B & G Food Enterprises, LLC	601/947-4083
21865 E. Quincy Ave.		Aurora	CO	80018	Alvarado Concepts, LLC	303/690-4718
14650 Hwy 231/431 N		Hazel Green	AL	35750	Tacala, LLC	256/828-2777
1304 E. College Drive		Marshall	MN	56258	Seth Skogen	507/401-3880
1525 N High St		Columbus	OH	43201	G-Made, Inc.	614/297-6545
1755 NW Louisiana Ave		Chehalis	WA	98532	Northwest Restaurants, Inc.	360/748-3921
2190 W. Stockton Lane		Lehi	UT	84043	DDO-Utah, LLC	801/303-3699
1680 W 400 S		Springville	UT	84663	DDO-Utah, LLC	385/327-0067
109 Ingram Drive		King	NC	27021	Fulenwider Enterprises, Inc.	336/985-2625
2619 Gentry Memorial		Pickens	SC	29671	Bell Carolina LLC	864/878-9659
1524 W. Jefferson Street		Quincy	FL	32351	Vision Restaurants, Inc.	850/627-0222
600 Hwy 67 B		Walnut Ridge	AR	72476	JTB Development, LLC	870/809-4774
2035 Oconee Connector		Athens	GA	30606	R&R Atlanta LLC	706/549-1204
384 Exchange Blvd		Bethlehem	GA	30620	R&R Atlanta LLC	678/425-9782
4573 E. Highway 20		Niceville	FL	32578	RGT Foods, Inc.	850/389-8735
1050 US Hwy 1		Youngsville	NC	27596	Luihn VantEdge Partners, LLC	919/435-1081
702 Plaza Dr		Chesterton	IN	46304	Bell Missouri LLC	219/926-8445
1808 Calumet		Valparaiso	IN	46383	Bell Missouri LLC	219/465-7774
1827 Michigan Ave		Plymouth	IN	46563	Bell Missouri LLC	574/935-4311
3936 S Franklin		Michigan City	IN	46360	Bell Missouri LLC	219/879-4022
2110 Morthland Dr		Valparaiso	IN	46383	Bell Missouri LLC	219/531-1070
8496 Wicker Avenue		Saint John	IN	46373	Bell Missouri LLC	219/365-6919
1483 N Main St		Crown Point	IN	46307	Bell Missouri LLC	219/226-0484

8476 E Ridge Rd		Hobart	IN	46342	Bell Missouri LLC	219/962-4182
8833 West State Road 114		Rensselaer	IN	47978	Bell Missouri LLC	219/866-2220
940 E Loop 304		Crockett	TX	75835	Southern Multifoods, Inc.	936/545-8589
800 South Grand Avenue		Fowlerville	MI	48836	Old West Properties, L.L.C.	517/223-7718
4925 US HWY 264		Wilson	NC	27893	Coastal Plains Restaurants, LLC	252/246-0056
1018 S Mooney Blvd		Visalia	CA	93277	Cotti Foods Corporation	559/732-6711
2415 Highway 46		Wasco	CA	93280	Cotti Foods Corporation	661/758-2642
1107 Visalia Rd		Exeter	CA	93221	Cotti Foods Corporation	559/592-1894
1377 E Noble Ave.		Visalia	CA	93292	Cotti Foods Corporation	559/739-7558
725 N Alta		Dinuba	CA	93618	Cotti Foods Corporation	559/591-5595
1686 E Manning Ave		Reedley	CA	93654	Cotti Foods Corporation	559/643-0190
3727 South Mooney Blvd		Visalia	CA	93277	Cotti Foods Corporation	559/733-0813
500 Sierra Street		Kingsburg	CA	93631	Cotti Foods Corporation	559/897-4596
1940 Cecil Ave		Delano	CA	93215	Cotti Foods Corporation	661/725-5552
2421 N Dinuba Blvd		Visalia	CA	93291	Cotti Foods Corporation	559/627-4600
1365 W. Olive Ave.		Fresno	CA	93728	Cotti Foods Corporation	559/237-9594
1796 W Lacey Blvd		Hanford	CA	93230	Cotti Foods Corporation	559/582-3391
4050 W Shaw Ave		Fresno	CA	93722	Cotti Foods Corporation	559/277-2149
2040 West Shaw Avenue		Fresno	CA	93711	Cotti Foods Corporation	559/436-1278
4015 West Clinton Avenue		Fresno	CA	93722	Cotti Foods Corporation	559/276-1185
2883 Highland Avenue		Selma	CA	93662	Cotti Foods Corporation	559/896-7011
1718 N 11th Ave		Hanford	CA	93230	Cotti Foods Corporation	559/584-4247
700 Woollomes Ave		Delano	CA	93215	Cotti Foods Corporation	661/721-1559
452 W Noble Ave.		Farmersville	CA	93223	Cotti Foods Corporation	559/622-8745
2034 W. Ramsey St.		Banning	CA	92220	JJC Foods, LLC	951/849-4419
9934 US Highway 441		Leesburg	FL	34748	US Leader Restaurants OpCo, LLC	352/787-1229
10491 Hilltop Plaza Way		Spotsylvania	VA	22553	BurgerBusters VIII, L.L.C.	540/642-4926
121 Plaza 611 Lane		Stroudsburg	PA	18360	Oak Restaurants, LLC	570/664-8225
25318 Ritchie Ave		North Dinwiddie	VA	23803	BurgerBusters VIII, L.L.C.	804/805-8932
55 Brooks Willis Dr.		Hardeeville	SC	29927	Hilton Taco, LLC	843/784-5566
2990 Dunckle Road		Lansing	MI	48910	Old West Properties, L.L.C.	517/393-2800
150 Enterprise Road		Welcome	NC	27374	EM Squared, LLC	336/764-1411
700 US 70 West		Kinston	NC	28504	Bell Carolina LLC	252/559-1149
6300 Battle Bridge Rd.		Raleigh	NC	27610	Luihn VantEdge Partners, LLC	984/884-6241
8470 Louisburg, Rd		Raleigh	NC	27616	Luihn VantEdge Partners, LLC	919/703-0259
1505 Mohawk Blvd		Springfield	OR	97477	Pacific Bells, LLC	541/746-7301
4198 Main St		Springfield	OR	97478	Pacific Bells, LLC	541/726-0444
1835 Pacific Blvd SW		Albany	OR	97321	Pacific Bells, LLC	541/924-6835
12 E Airport Road		Lebanon	OR	97355	Pacific Bells, LLC	541/259-5910
722 Seguin Street		San Antonio	TX	78208	DDO1-Texas, LLC	210/314-7537
200 Grant Smith Road		Roseburg	OR	97471	Columbia Bells, LLC	541/236-7103
6040 LaBeaux Ave NE		Albertville	MN	55301	Border Foods, LLC	763/497-1701
2971 10 Mile Rd NE		Rockford	MI	49341	Border Foods, LLC	616/863-0385
175 East Church Street		Leesville	SC	29070	Carolina Taco, Inc.	803/532-5151
4808 Holly Springs Parkway		Holly Springs	GA	30115	TME Enterprises I, LTD	678/275-2374
4743 Onondaga Blvd		Syracuse	NY	13219	Hospitality Syracuse, Inc.	315/802-6496
200 Airport Rd SE		Albany	OR	97322	Pacific Bells, LLC	541/928-4900
118 West Street		Ware	MA	01082	Charter Foods North, LLC	413/967-4898
450 Bridge St		Clarkston	WA	99403	CLC Spokane, LLC	509/758-6723
8923 Fry Road		Cypress	TX	77433	B & G Food Enterprises of Texas, L.L.C.	281/758-2139
2406 W Congress St		Lafayette	LA	70506	B & G Lafayette Ventures, LLC	337/234-1251
1422 Johnston St		Lafayette	LA	70503	B & G Lafayette Ventures, LLC	337/237-5163
119 Ambassador Caffrey Pkwy		Scott	LA	70583	B & G Lafayette Ventures, LLC	337/261-1084
1935 West Pinhook Road		Lafayette	LA	70508	B & G Lafayette Ventures, LLC	337/266-5857
3630 Ambassador Caffery Pkwy		Lafayette	LA	70503	B & G Lafayette Ventures, LLC	337/406-9106
3103 Louisiana Ave.		Lafayette	LA	70501	B & G Lafayette Ventures, LLC	337/237-7425
2317 Kaliste Saloom Road		Lafayette	LA	70508	B & G Lafayette Ventures, LLC	337/989-8659
3924 NE Evangeline Trwy		Carencro	LA	70520	B & G Lafayette Ventures, LLC	337/896-6538
3840 Veterans Memorial Blvd		Metairie	LA	70002	Southeast Restaurant Group - TB, LLC	504/888-4633
155 Northshore Blvd		Slidell	LA	70460	Southeast Restaurant Group - TB, LLC	985/646-0040
69368A Highway 21		Covington	LA	70433	Southeast Restaurant Group - TB, LLC	985/809-2195
6715 Airline Dr		Metairie	LA	70003	Southeast Restaurant Group - TB, LLC	504/733-0780
2055 Florida St		Mandeville	LA	70448	Southeast Restaurant Group - TB, LLC	985/626-4655

1004 Ronald Reagan Highway		Covington	LA	70434	Southeast Restaurant Group - TB, LLC	985/892-4675
1601 Airline Dr		Metairie	LA	70001	Southeast Restaurant Group - TB, LLC	504/833-5786
6322 Old Pearsall Road		San Antonio	TX	78242	DDO1-Texas, LLC	210/623-1613
7216 Whites Creek Pike		Joelton	TN	37080	Future Restaurants, LLC	615/933-6312
1600 West State Street		Baden	PA	15005	Charter Central, LLC	724/869-0934
US 377 and Highmeadow Rd		Aubrey	TX	76227	K-Mac Enterprises, Inc.	940/365-5755
2725 Red Cliffs Dr		Saint George	UT	84790	DDO-Utah, LLC	435/627-0550
2467 Hwy 15 N.		Pontotoc	MS	38863	V2, Inc.	662/489-8467
450 Ripley Rd		Spencer	WV	25276	Charter Foods, Inc.	304/927-2269
165 Cobb Pkwy S		Marietta	GA	30060	R&R Atlanta LLC	770/427-5565
5080 Cherokee St		Acworth	GA	30101	R&R Atlanta LLC	770/974-7926
915 Holcomb Brg Rd Ste A		Roswell	GA	30076	R&R Atlanta LLC	770/992-1617
2943 Canton Rd		Marietta	GA	30066	R&R Atlanta LLC	770/792-4444
245 Morrison Moore Pkwy E.		Dahlonega	GA	30533	R&R Atlanta LLC	706/867-9006
1642 Mulkey Rd		Austell	GA	30106	R&R Atlanta LLC	770/941-0332
246 Banks Crossing		Fayetteville	GA	30214	R&R Atlanta LLC	770/460-8770
5845 Stewart Parkway		Douglasville	GA	30135	R&R Atlanta LLC	770/942-8667
8127 Tara Blvd		Jonesboro	GA	30236	R&R Atlanta LLC	770/603-2380
3615 Mundy Mill Rd		Oakwood	GA	30566	R&R Atlanta LLC	678/450-2889
1111 Springfield Avenue		Irvington	NJ	07111	Yum & Chill TB Holdings LLC	862/227-1557
2300 W Patapsco		Baltimore	MD	21230	BLT Cantina, LLC	410/646-2248
2639 Annapolis Rd		Hanover	MD	21076	BLT Cantina, LLC	410/551-3838
7102 Minstrel Way		Columbia	MD	21045	BLT Cantina, LLC	410/720-5099
8099 Edwin Raynor Blvd		Pasadena	MD	21122	BLT Cantina, LLC	410/437-3911
8620 Washington Blvd		Jessup	MD	20794	BLT Cantina, LLC	301/498-2818
6656 Ritchie Hwy		Glen Burnie	MD	21061	BLT Cantina, LLC	410/707-3231
8081 Veterans Highway		Millersville	MD	21108	BLT Cantina, LLC	410/969-5001
5501 Ritchie Hwy		Brooklyn	MD	21225	BLT Cantina, LLC	410/609-1237
2317 E Joppa Rd		Baltimore	MD	21234	BLT Cantina, LLC	410/668-5882
28 Middle River Rd.		Middle River	MD	21220	BLT Cantina, LLC	410/574-7535
6861 Loch Raven Blvd		Towson	MD	21286	BLT Cantina, LLC	410/828-4039
504 Baltimore Pike		Bel Air	MD	21014	BLT Cantina, LLC	410/838-3630
9928 York Rd		Cockeysville	MD	21030	BLT Cantina, LLC	410/683-1715
7933 Belair Road		Baltimore	MD	21236	BLT Cantina, LLC	410/665-5784
5184 Raynor Ave		Linthicum Heights	MD	21090	BLT Cantina, LLC	443/472-2338
8311 Harford Road		Parkville	MD	21234	BLT Cantina, LLC	410/668-1434
6300 lake Isabella Blvd		Lake Isabella	CA	93240	Quikserve Kern, Inc.	760/379-0140
2674 David McLeod Blvd		Florence	SC	29501	Coastal Plains Restaurants, LLC	843/413-0800
1252 Macdade Blvd.		Woodlyn	PA	19094	Shree Niketanaaya, LLC	484/768-6106
19290 19th Avenue		Covington	LA	70433	Southeast Restaurant Group - TB, LLC	985/809-8698
4466 Towne Center Parkway		Jacksonville	FL	32246	Southeast QSR, LLC	904/646-0333
3309 Washington St		Amarillo	TX	79109	Alvarado Concepts, LLC	806/220-0862
4116 I-40 W		Amarillo	TX	79102	Alvarado Concepts, LLC	806/553-4139
2000 Coulter		Amarillo	TX	79106	Alvarado Concepts, LLC	806/352-4743
300 E Amarillo Blvd		Amarillo	TX	79107	Alvarado Concepts, LLC	806/373-4999
611 23rd St		Canyon	TX	79015	Alvarado Concepts, LLC	806/655-7167
1401 S Dumas		Dumas	TX	79029	Alvarado Concepts, LLC	806/934-0221
207 South Cedar		Borger	TX	79007	Alvarado Concepts, LLC	806/274-9627
2829 North Prince Street		Clovis	NM	88101	Alvarado Concepts, LLC	575/219-4340
1002 N Hobart St		Pampa	TX	79065	Alvarado Concepts, LLC	806/665-0601
1001 W. 1st		Portales	NM	88130	Alvarado Concepts, LLC	575/356-3602
4508 College Ave		Snyder	TX	79549	Alvarado Concepts, LLC	325/573-0068
303 Hwy 87		Dalhart	TX	79022	Alvarado Concepts, LLC	806/249-0020
1775 E. Centerton Blvd.		Centerton	AR	72719	K-Mac Enterprises, Inc.	479/795-1170
2005 Schotthilll Woods Rd.		Jefferson City	MO	65101	K-Mac Enterprises, Inc.	573/632-0245
31 Southtowne Shopping		Du Quoin	IL	62832	Missouri Fiesta, Inc.	618/542-6218
7734 E. 109TH AVE		Winfield	IN	46307	Natron Corporation	219/663-4752
1725 North Turner		Hobbs	NM	88240	DDO-New Mexico, LLC	575/393-7094
201 Panorama Blvd		Alamogordo	NM	88310	DDO-New Mexico, LLC	575/437-3873
1220 West Pierce St.		Carlsbad	NM	88220	DDO-New Mexico, LLC	575/887-1280
3007 North Main St.		Roswell	NM	88201	DDO-New Mexico, LLC	575/623-5252
1622 W. Joe Harvey Blvd		Hobbs	NM	88240	DDO-New Mexico, LLC	575/738-0851
3323 N. White Sands Blvd.		Alamogordo	NM	88310	DDO-New Mexico, LLC	575/437-2144

1100 West Avenue D		Lovington	NM	88260	DDO-New Mexico, LLC	575/739-8226
1901 N Bryant		San Angelo	TX	76903	DDO-New Mexico, LLC	325/659-8741
1701 Knickerbocker Road		San Angelo	TX	76904	DDO-New Mexico, LLC	325/947-1706
1504 Pulliam		San Angelo	TX	76903	DDO-New Mexico, LLC	325/653-3501
606 West Pine Street		Deming	NM	88030	DDO-New Mexico, LLC	575/544-4484
2127 E Garrison St		Eagle Pass	TX	78852	DDO-New Mexico, LLC	830/773-9649
6111 E Southern Ave		Mesa	AZ	85206	Hot Tacos, Inc.	480/981-2073
4304 W Indian School Rd		Phoenix	AZ	85031	Hot Tacos, Inc.	623/245-2315
10711 W Indian School Rd		Avondale	AZ	85392	Hot Tacos, Inc.	623/877-1111
2601 North 44th Street		Phoenix	AZ	85008	Hot Tacos, Inc.	602/952-0834
7440 S 7th St		Phoenix	AZ	85042	Hot Tacos, Inc.	602/276-9291
1164 S Watson Rd		Buckeye	AZ	85326	Hot Tacos, Inc.	623/327-1347
2465 E Baseline Rd		Phoenix	AZ	85042	Hot Tacos, Inc.	602/268-9189
4850 N. 99th Ave		Phoenix	AZ	85037	Hot Tacos, Inc.	623/872-1327
7449 W Indian School Rd		Phoenix	AZ	85033	Hot Tacos, Inc.	623/846-2077
1860 N 75th Ave		Phoenix	AZ	85035	Hot Tacos, Inc.	623/849-4164
301 East McDowell Road		Phoenix	AZ	85004	Hot Tacos, Inc.	602/252-9332
7233 S. 51st Avenue		Laveen	AZ	85339	Hot Tacos, Inc.	602/237-3457
9850 W. Lower Buckeye Rd.		Tolleson	AZ	85353	Hot Tacos, Inc.	623/936-5139
17676 W Elliot Rd.		Goodyear	AZ	85338	Hot Tacos, Inc.	623/915-8828
3444 Sherwood Way		San Angelo	TX	76901	DDO-New Mexico, LLC	325/949-0216
3612 N Sharon Amity Rd.		Charlotte	NC	28205	EM Squared, LLC	704/568-8852
2281 Spider Dr.		Kannapolis	NC	28083	EM Squared, LLC	704/788-9767
2453 HWY 160		Tega Cay	SC	29708	EM Squared, LLC	803/802-5626
1714 West Main Street		Locust	NC	28097	EM Squared, LLC	704/888-3471
1715 Ja Cochran Bypass		Chester	SC	29706	EM Squared, LLC	803/581-4050
1094 Concord Parkway N.		Concord	NC	28027	EM Squared, LLC	704/795-0255
3815 Concord Parkway S.		Concord	NC	28027	EM Squared, LLC	704/788-3267
2125 N. Chester Street		Gastonia	NC	28052	EM Squared, LLC	704/833-0486
1611 US Hwy 82 W		Tifton	GA	31793	Tacala Georgia Corp.	229/387-0099
1925 Main Street Suite A		Ramona	CA	92065	St. Mar 2.0 Incorporated	760/789-7320
8347 SR 64 East		Bradenton	FL	34211	BDE Florida LLC	941/708-7001
2528 Durant Ave		Berkeley	CA	94704	JingleBells, LLC	510/984-0079
845 Williamstown Erial Road		Sicklerville	NJ	08081	New Jersey Restaurants, LLC	856/516-0488
249 East 149th St.		Bronx	NY	10451	Taco Inc.	718/705-0237
3709 Pelham Road		Greenville	SC	29615	Mid-South Bells, LLC	864/987-9114
109 Asheville Hwy		Greeneville	TN	37743	Tacala Tennessee Corp.	423/787-7708
1701 Rombach Ave		Wilmington	OH	45177	Mayer Management, Inc.	937/382-3828
36 Lynn Ave		Oxford	OH	45056	Mayer Management, Inc.	513/523-0070
975 West State Street	Gas America	Trenton	OH	45067	Mayer Management, Inc.	513/988-0411
1235 North High Street		Hillsboro	OH	45133	Mayer Management, Inc.	937/393-2488
2033 E. Charleston Blvd		Las Vegas	NV	89104	SSB West Charleston, LLC	702/778-7120
1710 Columbia Ave		Franklin	TN	37064	Future Restaurants, LLC	615/628-8327
65 Eglin Parkway NE		Fort Walton Beach	FL	32548	RGT Foods, Inc.	850/664-2200
110 W. John Sims Parkway		Niceville	FL	32578	RGT Foods, Inc.	850/729-3633
509 Hwy 98 East		Destin	FL	32541	RGT Foods, Inc.	850/837-4422
945 North Beal Pkwy		Fort Walton Beach	FL	32547	RGT Foods, Inc.	850/864-1118
435 Mary Esther Blvd.		Mary Esther	FL	32569	RGT Foods, Inc.	850/200-4237
1465 US Hwy. 331 South		Defuniak Springs	FL	32435	RGT Foods, Inc.	850/520-5808
1224 North Ferdon Blvd		Crestview	FL	32536	RGT Foods, Inc.	850/306-3197
8201 Center Point 70 Blvd		Huber Heights	OH	45424	Fiesta Holdings, Inc.	937/318-8879
18510 SE Stark St.		Portland	OR	97233	Quikserve Northwest, Inc.	503/665-1555
205 NE Burnside Rd	Taco Bell	Gresham	OR	97030	Quikserve Northwest, Inc.	503/666-7232
4909 N Lombard St.		Portland	OR	97203	Quikserve Northwest, Inc.	503/963-7965
12605 SE Division St.		Portland	OR	97236	Quikserve Northwest, Inc.	503/760-8451
9350 SE Stark Street		Portland	OR	97216	Quikserve Northwest, Inc.	503/255-7116
725 NE Weidler St.		Portland	OR	97232	Quikserve Northwest, Inc.	971/229-4183
11000 SE Oak St		Milwaukie	OR	97222	Quikserve Northwest, Inc.	503/659-2960
19005 S Bevercreek Rd		Oregon City	OR	97045	Quikserve Northwest, Inc.	503/655-9064
19275 SW Tualatin Valley Hwy		Aloha	OR	97006	Quikserve Northwest, Inc.	503/591-8764
3908 SE 82nd Ave		Portland	OR	97266	Quikserve Northwest, Inc.	503/774-7523
8181 Johnson Creek Blvd SE		Portland	OR	97206	Quikserve Northwest, Inc.	503/775-9661
1170 NW 185th Ave		Beaverton	OR	97006	Quikserve Northwest, Inc.	503/629-9516

4933 SE Powell Blvd		Portland	OR	97206	Quikserve Northwest, Inc.	503/777-9662
8715 SW Hall Blvd.		Beaverton	OR	97008	Quikserve Northwest, Inc.	503/671-0639
11635 SW Pacific Hwy		Tigard	OR	97223	Quikserve Northwest, Inc.	503/624-2378
13480 NW Science Park Drive	Home Depot	Portland	OR	97229	Quikserve Northwest, Inc.	503/350-0302
16300 SE McLoughlin Blvd.		Milwaukie	OR	97267	Quikserve Northwest, Inc.	503/654-8877
1946 NE 122nd Ave		Portland	OR	97230	Quikserve Northwest, Inc.	503/251-7474
6255 SE Tuallatin Valley		Hillsboro	OR	97123	Quikserve Northwest, Inc.	503/848-9129
19795 McLoughlin Blvd		Gladstone	OR	97027	Quikserve Northwest, Inc.	503/722-3459
1478 Dike Access Rd.		Woodland	WA	98674	Quikserve Northwest, Inc.	360/225-6823
7763 State Road 50		Groveland	FL	34736	Luihn VantEdge Partners, LLC	352/557-8584
11461 Perrin Beitel		San Antonio	TX	78217	DDO-New Mexico, LLC	210/650-1812
22642 Morton Ranch Road		Katy	TX	77449	B & G Food Enterprises of Texas, L.L.C.	281/347-3309
20232 Champion Forest Drive		Spring	TX	77379	B & G Food Enterprises of Texas, L.L.C.	832/717-0584
36220 Detroit Road		Avon	OH	44011	Pacific Bells, LLC	440/934-1154
2353 Augusta Road		West Columbia	SC	29169	Bell Carolina LLC	803/796-0632
1172 Dutch Fork Rd		Irmo	SC	29063	Bell Carolina LLC	803/749-1728
660 Nutt Road		Phoenixville	PA	19460	Oak Restaurants, LLC	610/935-2678
108 E. Hwy 54		Guymon	OK	73942	ARG Southwest LLC	580/338-3223
821 Capitol Avenue S.w.		Battle Creek	MI	49015	Border Foods, LLC	269/965-4650
2829 28th Street SE		Grand Rapids	MI	49512	Border Foods, LLC	616/949-2620
2860 Henry Street		Muskegon	MI	49441	Border Foods, LLC	231/733-9436
6314 S. Westnedge		Portage	MI	49002	Border Foods, LLC	269/329-1266
560 28th St SE		Wyoming	MI	49548	Border Foods, LLC	616/245-4676
835 S Kalamazoo St		Paw Paw	MI	49079	Border Foods, LLC	269/657-5998
5560 Beckley		Battle Creek	MI	49015	Border Foods, LLC	269/979-9151
650 E Chicago St.		Coldwater	MI	49036	Border Foods, LLC	517/278-8200
601 S Centerville Rd		Sturgis	MI	49091	Border Foods, LLC	269/651-1988
25 S Waverly Rd		Holland	MI	49423	Border Foods, LLC	616/396-8875
22 44th St SW		Wyoming	MI	49548	Border Foods, LLC	616/249-3018
15955 W Michigan Ave		Marshall	MI	49068	Border Foods, LLC	269/781-2075
1305 West Main Street		Fremont	MI	49412	Border Foods, LLC	231/924-6637
1310 M89		Plainwell	MI	49080	Border Foods, LLC	269/692-2226
5301 Portage Road		Kalamazoo	MI	49002	Border Foods, LLC	269/385-5972
695 68th St SW		Byron Center	MI	49315	Border Foods, LLC	616/281-6055
2229 Sprinkle Road		Kalamazoo	MI	49001	Border Foods, LLC	269/344-1001
1307 Capital Ave NE		Battle Creek	MI	49017	Border Foods, LLC	269/965-7921
1191 O'malley Drive		Coopersville	MI	49404	Border Foods, LLC	616/837-1793
4234 Lake Michigan Drive		Walker	MI	49534	Border Foods, LLC	616/735-6260
1144 South Washington		Holland	MI	49423	Border Foods, LLC	616/396-5824
3271 Colby Rd		Whitehall	MI	49461	Border Foods, LLC	231/894-2581
5076 South 9th Street		Kalamazoo	MI	49009	Border Foods, LLC	269/353-9080
1819 28th Street SW		Wyoming	MI	49509	Border Foods, LLC	616/531-8370
1133 Phoenix Road		South Haven	MI	49090	Border Foods, LLC	269/639-9700
1975 West Main Street		Lowell	MI	49331	Border Foods, LLC	616/987-9033
1021 W. State St.		Hastings	MI	49058	Border Foods, LLC	269/948-0059
190 N. River Ave		Holland	MI	49424	Border Foods, LLC	616/355-2199
3233 S Westnedge Ave		Kalamazoo	MI	49008	Border Foods, LLC	269/342-2940
2160 Holton Rd		Muskegon	MI	49445	Border Foods, LLC	231/719-9471
6035 Gull Rd		Kalamazoo	MI	49048	Border Foods, LLC	269/349-0687
1123 Chicago Dr		Wyoming	MI	49509	Border Foods, LLC	616/452-8559
5049 Northland Dr, NE M-44		Grand Rapids	MI	49525	Border Foods, LLC	616/364-8946
3471 W Shore Dr		Holland	MI	49424	Border Foods, LLC	616/738-3793
188 Chicago Drive		Jenison	MI	49428	Border Foods, LLC	616/457-4609
3243 Plainfield Avenue		Grand Rapids	MI	49525	Border Foods, LLC	616/363-6453
1825 W. Washington St.		Greenville	MI	48838	Border Foods, LLC	616/225-8918
3105 Commerce Lane		Ionia	MI	48846	Border Foods, LLC	616/523-1231
6728 Kalamazoo Avenue SE		Grand Rapids	MI	49508	Border Foods, LLC	616/656-3413
4269 17 Mile Road SE		Cedar Springs	MI	49319	Border Foods, LLC	616/213-3070
4989 Lake Michigan Dr		Allendale	MI	49401	Border Foods, LLC	616/287-6010
1017 W Michigan Ave		Three Rivers	MI	49093	Border Foods, LLC	269/273-3194
1431 E Apple Ave		Muskegon	MI	49442	Border Foods, LLC	231/773-8816
1575 Lincoln Rd		Allegan	MI	49010	Border Foods, LLC	269/673-5151
1440 N. Eaton Street		Albion	MI	49224	Border Foods, LLC	517/629-3379

1887 East Sherman		Muskegon	MI	49444	Border Foods, LLC	231/737-5129
904 East Main		Laurens	SC	29360	Bell Carolina LLC	864/983-2510
4652 Cemetery Rd		Hilliard	OH	43026	TriBell, LLC	614/777-5775
1233 Hill Rd N		Pickerington	OH	43147	TriBell, LLC	614/755-4711
6140 Sunbury Rd		Westerville	OH	43081	TriBell, LLC	614/895-0550
835 Delaware Ave		Marysville	OH	43040	TriBell, LLC	937/644-3424
5101 Groveport Road		Obetz	OH	43207	TriBell, LLC	614/491-6005
1158 W. Superior Street		Wayland	MI	49348	Border Foods, LLC	269/792-0762
5425 Blueberry Lane		Fruitport	MI	49415	Border Foods, LLC	231/799-8230
11711 O'Connor Road		San Antonio	TX	78233	DDO1-Texas, LLC	210/590-1880
14950 Leffingwell Rd		La Mirada	CA	90638	C&R Restaurant Group, L.P.	562/941-9266
5760 E. Pickard Rd.		Mount Pleasant	MI	48858	Bells and Birds, Inc.	989/607-9795
6010 28th St SE		Grand Rapids	MI	49546	Border Foods, LLC	616/942-8661
2520 E. Memorial Blvd		Lakeland	FL	33801	Luihn VantEdge Partners, LLC	863/688-2580
3890 Fallon Rd		Dublin	CA	94568	JingleBells, LLC	925/999-9820
Shaler Plaza 880 Butler St		Pittsburgh	PA	15223	Charter Foods North, LLC	412/408-2645
1125 Scalp Avenue		Johnstown	PA	15904	Charter Central, LLC	814/254-4088
4331 Okeechobee Blvd.		West Palm Beach	FL	33409	Luihn VantEdge Partners, LLC	561/471-1818
4466 Forest Hill Blvd		West Palm Beach	FL	33406	Luihn VantEdge Partners, LLC	561/439-3337
3800 Northlake Blvd		Palm Beach	FL	33410	Luihn VantEdge Partners, LLC	561/694-8967
6265 Lake Worth Rd		Greenacres	FL	33463	Luihn VantEdge Partners, LLC	561/966-0935
7035 Seacrest Blvd		Lantana	FL	33462	Luihn VantEdge Partners, LLC	561/547-3464
3330 S Congress Ave		Lake Worth	FL	33461	Luihn VantEdge Partners, LLC	561/433-4750
10115 Southern Blvd		Royal Palm Beach	FL	33411	Luihn VantEdge Partners, LLC	561/791-9976
900 N. University Drive		Coral Springs	FL	33071	Luihn VantEdge Partners, LLC	954/755-0077
2466 N State Road 7		Margate	FL	33063	Luihn VantEdge Partners, LLC	954/972-2778
2048 West Indiantown Road		Jupiter	FL	33458	Luihn VantEdge Partners, LLC	561/748-9455
836 Belvedere Road		West Palm Beach	FL	33405	Luihn VantEdge Partners, LLC	561/655-1511
9190 Wiles Rd		Coral Springs	FL	33067	Luihn VantEdge Partners, LLC	954/255-8016
2801 S State Road 7		Wellington	FL	33414	Luihn VantEdge Partners, LLC	561/204-9583
50 N Federal Hwy		Deerfield Beach	FL	33441	Luihn VantEdge Partners, LLC	954/420-1036
2801 W. Atlantic Blvd		Pompano Beach	FL	33069	Luihn VantEdge Partners, LLC	954/984-2880
1710 W. Blue Heron Blvd		Riviera Beach	FL	33404	Luihn VantEdge Partners, LLC	561/842-7002
11431 West Sample Road		Coral Springs	FL	33065	Luihn VantEdge Partners, LLC	954/575-1003
4854 Gerrardstown Rd		Inwood	WV	25428	BurgerBusters VIII, L.L.C.	304/821-5547
191 SW Port St Lucie Blvd		Port Saint Lucie	FL	34953	Coastal QSR, LLC	772/621-3732
1318 Royal Palm Beach Blvd		Royal Palm Beach	FL	33411	Luihn VantEdge Partners, LLC	561/333-3998
542285 U.S. 1		Callahan	FL	32011	US Leader Restaurants OpCo, LLC	904/879-0799
1962 Fort Union Blvd		Salt Lake City	UT	84121	Golden Spike Restaurants, LLC	801/943-2491
885 N Main St		Layton	UT	84041	Golden Spike Restaurants, LLC	801/546-6117
5641 S 1900 W		Roy	UT	84067	Golden Spike Restaurants, LLC	801/773-1919
1500 N Main St		Logan	UT	84321	Golden Spike Restaurants, LLC	435/752-5856
9308 South 700 East		Sandy	UT	84070	Golden Spike Restaurants, LLC	801/562-9520
632 N Main St		Clearfield	UT	84015	Golden Spike Restaurants, LLC	801/776-3990
4312 Harrison Blvd		Ogden	UT	84403	Golden Spike Restaurants, LLC	801/627-3416
10 E 3300 S		Salt Lake City	UT	84115	Golden Spike Restaurants, LLC	801/466-0365
6542 N Landmark Dr	Local A - Box 5	Park City	UT	84098	Golden Spike Restaurants, LLC	435/649-0272
3447 South 5600 West		West Valley City	UT	84120	Golden Spike Restaurants, LLC	801/968-0800
3475 West 3500 South		West Valley City	UT	84119	Golden Spike Restaurants, LLC	801/963-6750
1758 West North Temple		Salt Lake City	UT	84116	Golden Spike Restaurants, LLC	801/532-6880
621 East 400 South		Salt Lake City	UT	84102	Golden Spike Restaurants, LLC	801/328-4499
1685 West 7000 South		West Jordan	UT	84084	Golden Spike Restaurants, LLC	801/568-7080
2212 S 1300 E		Salt Lake City	UT	84106	Golden Spike Restaurants, LLC	801/467-9727
365 East 12th Street		Ogden	UT	84404	Golden Spike Restaurants, LLC	801/394-5536
311 North Frontage Road		Centerville	UT	84014	Golden Spike Restaurants, LLC	801/292-7972
10635 South State Street		Sandy	UT	84070	Golden Spike Restaurants, LLC	385/645-6111
1180 East Hwy 193		Layton	UT	84040	Golden Spike Restaurants, LLC	801/771-0228
5534 West 6200 South		Kearns	UT	84118	Golden Spike Restaurants, LLC	801/969-3529
1667 North 2000 West		Clinton	UT	84015	Golden Spike Restaurants, LLC	801/825-3114
1797 W 2700 N		Farr West	UT	84404	Golden Spike Restaurants, LLC	801/782-4123
1130 South 100 West		Logan	UT	84321	Golden Spike Restaurants, LLC	435/363-9241
3545 South 8400 West		Magna	UT	84044	Golden Spike Restaurants, LLC	801/250-5499
1403 South Delsea Dr		Rio Grande	NJ	08242	New Jersey Restaurants, LLC	609/854-3559

901 Robert C Byrd Dr.		Sophia	WV	25921	Charter Foods, Inc.	304/683-9378
1191 S Carney Dr		Saint Clair	MI	48079	SOMA Enterprises LLC	810/329-2489
7101 Alexandria Pike		Alexandria	KY	41001	AG Bells, LLC	859/474-7730
2512 Kemp Blvd		Wichita Falls	TX	76309	North Texas Bells, LLC	682/258-0683
2 SW Sheridan Rd		Lawton	OK	73505	North Texas Bells, LLC	580/353-1793
2425 NW Cache Rd		Lawton	OK	73505	North Texas Bells, LLC	580/353-0756
6704 NW Cache Road		Lawton	OK	73505	North Texas Bells, LLC	580/536-9787
1125 N. Highway 81		Duncan	OK	73533	North Texas Bells, LLC	580/252-9110
2803 SW Parkway		Wichita Falls	TX	76308	North Texas Bells, LLC	940/691-0533
4600 Bel-Air Blvd		Wichita Falls	TX	76310	North Texas Bells, LLC	940/689-0856
1415 Southwest Parkway		Wichita Falls	TX	76302	North Texas Bells, LLC	940/285-5512
300 S Air Depot Ave.		Midwest City	OK	73110	O&M TB, LLC	405/732-1658
1709 E. 2nd St.		Edmond	OK	73034	O&M TB, LLC	405/341-8920
2125 W Lindsey St.		Norman	OK	73069	O&M TB, LLC	405/360-0706
2200 West Edmond Road		Edmond	OK	73003	O&M TB, LLC	405/359-0289
2913 So Douglas Blvd		Midwest City	OK	73130	O&M TB, LLC	405/733-9464
10830 N Rockwell Ave		Oklahoma City	OK	73162	O&M TB, LLC	405/721-8850
4700 SE 29th St.		Del City	OK	73115	O&M TB, LLC	405/677-6393
26 East 33rd Street		Edmond	OK	73013	O&M TB, LLC	405/330-4640
12323 N. Pennsylvania Ave.		Oklahoma City	OK	73120	O&M TB, LLC	405/752-9111
600 NW 12th St		Moore	OK	73160	O&M TB, LLC	405/799-7622
1101 12th Ave NE		Norman	OK	73071	O&M TB, LLC	405/579-7340
1201 E. Lindsey		Norman	OK	73071	O&M TB, LLC	405/360-1671
13920 N. May Ave.		Oklahoma City	OK	73134	O&M TB, LLC	405/748-4592
3020 S. Classen Blvd.		Norman	OK	73071	O&M TB, LLC	405/329-1505
832 Factory Outlet Dr.		West Frankfort	IL	62896	K-Mac Enterprises, Inc.	618/937-2331
964 Paul Huff Parkway NW		Cleveland	TN	37312	Tacala Tennessee Corp.	423/650-4560
107 Glover Dr		Mount Orab	OH	45154	AG Bells, LLC	937/444-4848
5096 US 41 19th AVE NW		Apollo Beach	FL	33572	JEM Restaurant Group of Florida, Inc.	813/641-3598
1611 E 11 Mile Rd		Royal Oak	MI	48067	Great Lakes Taco, LLC	248/545-4150
1221 E. 9 Mile Rd.		Hazel Park	MI	48030	Great Lakes Taco, LLC	248/544-1223
5350 Highland Road		Waterford	MI	48327	Great Lakes Taco, LLC	248/674-3022
4071 Davison Rd		Burton	MI	48509	Great Lakes Taco, LLC	810/743-6013
32801 John R Road		Madison Heights	MI	48071	Great Lakes Taco, LLC	248/588-9088
4382 W Pierson Rd		Flint	MI	48504	Great Lakes Taco, LLC	810/733-6085
3383 S Linden Rd		Flint	MI	48507	Great Lakes Taco, LLC	810/733-8560
3606 Corunna Rd.		Flint	MI	48532	Great Lakes Taco, LLC	810/767-3060
1740 S Dort Hwy		Flint	MI	48503	Great Lakes Taco, LLC	810/235-6660
131 S. Crooks Rd.		Clawson	MI	48017	Great Lakes Taco, LLC	248/288-1377
6584 Dixie Hwy		Clarkston	MI	48346	Great Lakes Taco, LLC	248/620-3221
1611 East 12 Mile Road		Madison Heights	MI	48071	Great Lakes Taco, LLC	248/542-6805
1341 N. Opdyke Rd.		Auburn Hills	MI	48326	Great Lakes Taco, LLC	248/340-6092
3268 Rochester Road		Troy	MI	48083	Great Lakes Taco, LLC	248/740-9259
119 North Telegraph Road		Waterford	MI	48329	Great Lakes Taco, LLC	248/706-1949
4743 Dixie Highway		Waterford	MI	48329	Great Lakes Taco, LLC	248/673-5055
9044 Highland Road		White Lake	MI	48386	Great Lakes Taco, LLC	248/698-3871
4885 S Baldwin Road		Lake Orion	MI	48359	Great Lakes Taco, LLC	248/393-0712
4311 Elms Rd		Swartz Creek	MI	48473	Great Lakes Taco, LLC	810/635-0407
1535 E PIERSON RD		Flushing	MI	48433	Great Lakes Taco, LLC	810/659-6265
5959 SE 14th St		Des Moines	IA	50320	Sundance, Inc.	515/661-3699
4523 W North Ave.		Chicago	IL	60639	Bell Great Lakes LLC	773/645-0351
2414 Dawson Rd		Albany	GA	31707	Tacala Georgia Corp.	229/483-0280
16001 Jamaica Avenue		Jamaica	NY	11432	1601 Jamaica LLC	718/297-7292
1210 W. Irvington Rd		Tucson	AZ	85714	TacoBocci, LLC	520/203-7768
2417 E. Lacey Blvd		Hanford	CA	93230	Cotti Foods Corporation	559/582-2763
12975 Palm Drive		Desert Hot Springs	CA	92240	PSTB, LLC	760/251-3042
49 Preston Circle		Crawfordville	FL	32327	Vision Restaurants, Inc.	850/926-8226
238 N Main Street		Forked River	NJ	08731	Pyramid Service Management, LLC	609/549-2038
2305 Boonville Road		Bryan	TX	77808	Tacala Austin Corp.	979/731-1138
33 E. Ken Pratt Blvd.		Longmont	CO	80504	Alvarado Concepts, LLC	303/776-0376
200 Missouri Ave		Corning	AR	72422	JTB Development, LLC	870/857-5700
310 Travelers Road		East Freedom	PA	16637	Charter Central, LLC	814/695-2198
685 Duluth Hwy		Lawrenceville	GA	30045	R&R Atlanta LLC	770/339-7541

1720 Indian Trail Rd		Norcross	GA	30093	R&R Atlanta LLC	770/923-5830
5518 Jimmy Carter Blvd		Norcross	GA	30093	R&R Atlanta LLC	770/446-7744
3385 Buford Hwy		Atlanta	GA	30329	R&R Atlanta LLC	404/321-0061
4880 Sugarloaf Parkway		Lawrenceville	GA	30044	R&R Atlanta LLC	770/995-1930
4335 Atlanta Hwy		Loganville	GA	30052	R&R Atlanta LLC	770/466-5409
928 Buford Drive		Lawrenceville	GA	30043	R&R Atlanta LLC	770/962-1330
8056 Mall Parkway		Lithonia	GA	30038	R&R Atlanta LLC	770/484-5864
1855 Grayson Highway		Grayson	GA	30017	R&R Atlanta LLC	770/995-4095
555 Dacula Road		Dacula	GA	30019	R&R Atlanta LLC	678/985-3782
10850 Haynes Bridge Road	Northpoint Mall	Alpharetta	GA	30022	R&R Atlanta LLC	770/751-1160
5385 Fairington Rd.		Lithonia	GA	30038	R&R Atlanta LLC	770/808-5598
3390 Cobb Parkway N.W.		Acworth	GA	30101	R&R Atlanta LLC	770/966-5127
3010 Eagle Drive		Woodstock	GA	30189	R&R Atlanta LLC	770/924-3869
1615 Buford Highway		Cumming	GA	30041	R&R Atlanta LLC	770/889-6517
60 Parkway Plaza		Cleveland	GA	30528	R&R Atlanta LLC	706/348-1709
5460 Peachtree Parkway		Peachtree Corners	GA	30092	R&R Atlanta LLC	770/441-3922
5945 Bethelview Road		Cumming	GA	30040	R&R Atlanta LLC	770/886-8700
3062 Us Highway 41 W		Marquette	MI	49855	Border Foods of Wisconsin, LLC	906/228-8082
539 N Lincoln Road		Escanaba	MI	49829	Border Foods of Wisconsin, LLC	906/789-9600
1520 S Stephenson Ave		Iron Mountain	MI	49801	Border Foods of Wisconsin, LLC	906/779-5800
900 Razorback Drive		Houghton	MI	49931	Border Foods of Wisconsin, LLC	906/487-5555
W 1388 Old Peshtigo Rd		Marinette	WI	54143	Border Foods of Wisconsin, LLC	715/735-5707
1322 8th Avenue		Menominee	MI	49858	Border Foods of Wisconsin, LLC	906/863-4041
11081 So. Oklahoma State		Broken Arrow	OK	74014	K-Mac Enterprises, Inc.	918/486-2223
21874 Route 119		Punxsutawney	PA	15767	Charter Central, LLC	814/618-5037
615 Frontier Dr		Fergus Falls	MN	56537	Border Foods, LLC	218/736-1210
16085 Elmhurst Lane		Lakeville	MN	55044	Border Foods, LLC	952/423-3116
5318 W WALZEM RD		San Antonio	TX	78218	DDO1-Texas, LLC	210/616-2519
30034 County Rd 8		Dunnigan	CA	95937	Quikserve II Concepts, Inc.	530/207-3958
915 Main St.		Montevallo	AL	35115	Tacala, LLC	205/665-5605
2694 W NC 24 Hwy		Warsaw	NC	28398	Bell Carolina LLC	910/293-2137
6011 Highway 53		Braselton	GA	30517	Mahamitra Braselton, LLC	706/654-3222
11699 SE 82nd Avenue		Portland	OR	97086	Pacific Bells, LLC	503/654-7123
3255 Regent Blvd		Irving	TX	75063	North Texas Bells, LLC	214/496-0371
1418 Highway 33		Cloquet	MN	55720	Border Foods, LLC	218/878-3457
48 Knox Way		Chapel Hill	NC	27516	Luihn VantEdge Partners, LLC	919/240-5567
6080 S. Lindbergh Blvd.		Green Park	MO	63123	K-Mac Enterprises, Inc.	314/894-5283
3003 Maynardville Hwy		Maynardville	TN	37807	Charter Foods, Inc.	865/745-1838
7500 Bustleton Avenue		Philadelphia	PA	19152	Spruce Restaurants, LLC	215/904-7430
4300 Market Place Way		Enola	PA	17025	Oak Restaurants, LLC	717/963-8997
2203 Live Oak Street		Commerce	TX	75428	Southern Multifoods, Inc.	903/886-0743
2235 State St.		Chester	IL	62233	K-Mac Enterprises, Inc.	618/826-4446
120 W. Main		Brawley	CA	92227	DDO-CAL, Inc.	760/550-6979
2478 Mirror Lake Blvd		Villa Rica	GA	30180	Villa Rica Taco, LLC	678/785-1663
1154 Canton Road NW		Carrollton	OH	44615	Fast Food Feeders, Ltd	330/476-6246
548 W. Marion		Mount Gilead	OH	43338	Edwin M Coles	419/751-7110
205 E Ohio Street		Chicago	IL	60611	Diza Tacos Streeterville, LLC	312/846-6614
7330 Cumberland Station Road		Quinton	VA	23141	BurgerBusters VIII, L.L.C.	804/557-2368
1442 Worthey Street		Flora	IL	62839	K-Mac Enterprises, Inc.	618/662-0934
3200 West Okmulgee Ave		Muskogee	OK	74401	K-Mac Enterprises, Inc.	918/684-2014
118-132 US-167		Bald Knob	AR	72010	JTB Development, LLC	501/724-2524
14329 E Sam Houston Parkway		Houston	TX	77044	B & G Food Enterprises of Texas, L.L.C.	281/458-3774
716 US Hwy 60 East		Morganfield	KY	42437	K-Mac Enterprises, Inc.	270/389-2630
405 N. Franklin Street		Cuba	MO	65453	K-Mac Enterprises, Inc.	573/885-7900
2169 Robert E. Lee Boulevard		New Orleans	LA	70122	B & G Food Enterprises, LLC	504/399-8739
2225 N Milt Phillips Ave		Seminole	OK	74868	K-Mac Enterprises, Inc.	405/382-8226
1916 S. Division		Guthrie	OK	73044	K-Mac Enterprises, Inc.	405/282-2159
2246 S Grand Ave.		Santa Ana	CA	92705	T&T Taco, LLC	714/557-4844
3010 El Camino Real		Tustin	CA	92782	T&T Taco, LLC	714/832-1767
31677 US Hwy 79 South		Temecula	CA	92592	DeeDee Bells, Inc.	951/303-0129
41005 Winchester Road		Temecula	CA	92591	DeeDee Bells, Inc.	951/296-3935
39056 Winchester Rd		Murrieta	CA	92563	DeeDee Bells, Inc.	951/894-4402
5020 W Mercury Blvd		Newport News	VA	23605	BurgerBusters X, LLC	757/825-9452

3551 Plank Road		Fredericksburg	VA	22407	BurgerBusters X, LLC	540/786-4075
14409 Warwick Blvd		Newport News	VA	23608	BurgerBusters X, LLC	757/877-9087
1039 W Mercury Blvd		Hampton	VA	23666	BurgerBusters X, LLC	757/838-3105
1118 Big Bethel Road		Hampton	VA	23666	BurgerBusters X, LLC	757/838-0920
12126 Jefferson Ave	Yoder Plaza	Newport News	VA	23602	BurgerBusters X, LLC	757/930-0058
10736 Jefferson Ave		Newport News	VA	23601	BurgerBusters X, LLC	757/597-7015
5511 Plank Road		Fredericksburg	VA	22407	BurgerBusters X, LLC	540/785-3213
4009 Freeport Road		Natrona Heights	PA	15065	Charter Foods North, LLC	724/224-2798
1049 West I-35 Frontage Rd.		Edmond	OK	73034	O&M TB, LLC	405/341-1326
301 N. 16th Street		Parsons	KS	67357	K-Mac Enterprises, Inc.	620/423-3003
100 Daisy Summit		New Albany	IN	47150	C. & M. Smith Restaurants, Inc.	812/748-2248
153 Market Street		Potsdam	NY	13676	Hospitality Syracuse, Inc.	315/261-4920
100 W Pacific Coast Hwy		Wilmington	CA	90744	Alvarado Restaurant Group, LLC	310/549-2599
2543 Slauson Ave		Huntington Park	CA	90255	Alvarado Restaurant Group, LLC	323/581-9324
5801 S. Vermont Ave.		Los Angeles	CA	90044	Alvarado Restaurant Group, LLC	323/759-1891
2800 Crenshaw Blvd		Los Angeles	CA	90016	Alvarado Restaurant Group, LLC	323/737-5700
3629 South Vermont Avenue		Los Angeles	CA	90007	Alvarado Restaurant Group, LLC	323/737-4717
1401 Martin Luther King Blvd		Los Angeles	CA	90062	Alvarado Restaurant Group, LLC	323/296-5505
301 N Sepulveda Blvd		Manhattan Beach	CA	90266	Alvarado Restaurant Group, LLC	310/374-3620
14308 So Western Ave		Gardena	CA	90249	Alvarado Restaurant Group, LLC	310/538-4915
2201 Artesia Blvd		Redondo Beach	CA	90278	Alvarado Restaurant Group, LLC	310/371-0353
1301 W Artesia Blvd		Gardena	CA	90247	Alvarado Restaurant Group, LLC	310/538-0801
1354 W 190th St		Torrance	CA	90501	Alvarado Restaurant Group, LLC	310/618-1628
16414 Crenshaw Blvd		Torrance	CA	90504	Alvarado Restaurant Group, LLC	310/327-3614
2494 Hwy 361		Ingleside	TX	78362	Southern Multifoods, Inc.	361/775-0039
240 Triangle Lane North		Jordan	MN	55352	Border Foods, LLC	952/492-2011
2433 Main Street		Springfield	MA	01104	G.F. Enterprise LLC	413/858-7171
2011 East Jackson St		Hugo	OK	74743	K-Mac Enterprises, Inc.	580/326-9065
8522 Hixson Pike		Hixson	TN	37343	Tacala Tennessee Corp.	423/847-3968
6724 Dixie Highway		Florence	KY	41042	AG Bells, LLC	859/334-1610
7619 Mall Rd		Florence	KY	41042	AG Bells, LLC	859/334-1476
1020 Green Blvd		Aurora	IN	47001	AG Bells, LLC	812/926-3883
8526 US Highway 42		Florence	KY	41042	AG Bells, LLC	859/334-1933
3075 N Bend Rd		Hebron	KY	41048	AG Bells, LLC	859/488-7032
410 Mt Zion Road		Florence	KY	41042	AG Bells, LLC	859/869-6852
575 Eads Parkway East		Greendale	IN	47025	AG Bells, LLC	812/537-1960
11940 Hero Way West		Leander	TX	78641	Tacala Austin Corp.	512/259-1088
15006 La Mirada Blvd.		La Mirada	CA	90638	C&R Restaurant Group, L.P.	714/522-1132
10551 Carmenita Rd		Santa Fe Springs	CA	90670	C&R Restaurant Group, L.P.	562/903-1283
1518 E Santa Fe Ave		Grants	NM	87020	Alvarado Concepts, LLC	505/285-3501
801 Grafton Street		Worcester	MA	01604	Charter Foods North, LLC	508/793-2084
155 Muncy Creek Boulevard		Muncy	PA	17756	Muncy Bell OPS LLC	570/935-0780
2159 Byron Butler Parkway		Perry	FL	32348	Vision Restaurants, Inc.	850/371-5121
2603 Freeport Road		Pittsburgh	PA	15238	Charter Foods North, LLC	412/517-8998
608 South Main Street		Englewood	OH	45322	Cantina Hospitality, LLC	937/836-0113
47 Woodman Dr.		Dayton	OH	45431	Cantina Hospitality, LLC	937/252-3527
2509 S Smithville Rd.		Dayton	OH	45420	Cantina Hospitality, LLC	937/253-6439
3218 Dayton Xenia Rd		Beavercreek	OH	45434	Cantina Hospitality, LLC	937/426-8035
2101 No Verity Pkwy		Middletown	OH	45042	Cantina Hospitality, LLC	513/425-9558
1115 Upper Valley Pike		Springfield	OH	45504	Cantina Hospitality, LLC	937/323-4313
2553 N. High St		Columbus	OH	43202	Cantina Hospitality, LLC	614/261-8193
820 Eastgate South Dr		Cincinnati	OH	45245	Cantina Hospitality, LLC	513/752-6010
2408 Stringtown Rd		Grove City	OH	43123	Cantina Hospitality, LLC	614/871-9741
2674 Colonel Glenn Hwy		Fairborn	OH	45324	Cantina Hospitality, LLC	937/426-7808
1015 Coshocton Ave.		Mount Vernon	OH	43050	Cantina Hospitality, LLC	740/393-3133
1234 E Ash St		Piqua	OH	45356	Cantina Hospitality, LLC	937/773-8089
6240 Wilmington Pike		Centerville	OH	45459	Cantina Hospitality, LLC	937/848-2818
8158 Old Troy Pike		Huber Heights	OH	45424	Cantina Hospitality, LLC	937/233-4005
2777 Billingsley Rd		Columbus	OH	43235	Cantina Hospitality, LLC	614/791-1777
850 W Central Ave		Springboro	OH	45066	Cantina Hospitality, LLC	937/746-1104
323 E. National Rd		Vandalia	OH	45377	Cantina Hospitality, LLC	937/454-0048
800 S Breiel Blvd		Middletown	OH	45044	Cantina Hospitality, LLC	513/423-2107
1410 Main Street		Hamilton	OH	45013	Cantina Hospitality, LLC	513/868-0728

4915 Tuttle Crossing Blvd		Dublin	OH	43017	Cantina Hospitality, LLC	614/792-7755
3834 Morse Road		Columbus	OH	43219	Cantina Hospitality, LLC	380/900-8090
231 West Main Street		Xenia	OH	45385	Cantina Hospitality, LLC	937/376-4168
2952 Derr Road		Springfield	OH	45503	Cantina Hospitality, LLC	937/399-7453
2101 East Dorothy Lane		Kettering	OH	45420	Cantina Hospitality, LLC	937/296-9787
360 North Broad Street		Fairborn	OH	45324	Cantina Hospitality, LLC	937/879-7690
1752 Michigan St		Sidney	OH	45365	Cantina Hospitality, LLC	937/492-9371
1717 E Main St		Springfield	OH	45503	Cantina Hospitality, LLC	937/323-3531
1280 E. Dayton-Yellow Springs		Fairborn	OH	45324	Cantina Hospitality, LLC	937/878-1028
1420 W. Main St.		Troy	OH	45373	Cantina Hospitality, LLC	937/339-7829
2149 S. Limestone St.		Springfield	OH	45505	Cantina Hospitality, LLC	937/525-0013
1120 E. Russ Road		Greenville	OH	45331	Cantina Hospitality, LLC	937/547-0195
6500 Brandt Pike		Huber Heights	OH	45424	Cantina Hospitality, LLC	937/233-1602
1536 Georgesville Road		Columbus	OH	43228	Cantina Hospitality, LLC	614/878-2090
2787 London Groveport Rd		Grove City	OH	43123	Cantina Hospitality, LLC	614/875-2160
1920 North Bechtle Avenue		Springfield	OH	45504	Cantina Hospitality, LLC	937/342-0362
120 Newark Road		Mount Vernon	OH	43050	Cantina Hospitality, LLC	740/392-7876
1429 Covington Ave (US-36)		Piqua	OH	45356	Cantina Hospitality, LLC	937/778-3784
Highway 213 and Highway 211		Molalla	OR	97038	Pacific Bells, LLC	503/829-4493
2840 Sepulveda Blvd		Torrance	CA	90505	Cotti Foods Corporation	310/325-3919
615 San Pedro Ave.		San Antonio	TX	78212	DDO-New Mexico, LLC	210/225-7777
8630 FM 78		Converse	TX	78109	DDO-New Mexico, LLC	210/661-6079
17822 Bulverde Road		San Antonio	TX	78259	DDO-New Mexico, LLC	210/404-1111
21118 N. US Hwy 281		San Antonio	TX	78259	DDO-New Mexico, LLC	210/481-9925
7221 Pecos St.		Denver	CO	80221	Alvarado Concepts, LLC	303/428-5243
1998 S. Federal Blvd.		Denver	CO	80219	Alvarado Concepts, LLC	303/922-4833
555 W. 104th Ave.		Northglenn	CO	80234	Alvarado Concepts, LLC	303/450-0452
1530 S College Ave		Fort Collins	CO	80524	Alvarado Concepts, LLC	970/482-4059
2220 Main Street		Longmont	CO	80501	Alvarado Concepts, LLC	303/651-1322
550 Alter Street		Broomfield	CO	80020	Alvarado Concepts, LLC	303/460-7307
920 Bridge St		Brighton	CO	80601	Alvarado Concepts, LLC	303/654-0158
5041 S. Jellison Way		Littleton	CO	80123	Alvarado Concepts, LLC	303/972-4118
1527 W. Elizabeth St.		Fort Collins	CO	80521	Alvarado Concepts, LLC	970/221-4311
1505 S Kipling Pkwy		Lakewood	CO	80232	Alvarado Concepts, LLC	303/969-0624
3901 E 120th Ave		Thornton	CO	80233	Alvarado Concepts, LLC	303/452-7676
1265 S Colorado Blvd		Denver	CO	80222	Alvarado Concepts, LLC	303/756-4882
2010 Ken Pratt Blvd.		Longmont	CO	80501	Alvarado Concepts, LLC	303/651-6862
165 S Sheridan Blvd		Lakewood	CO	80226	Alvarado Concepts, LLC	303/237-1791
8695 E Arapahoe Rd		Greenwood Village	CO	80112	Alvarado Concepts, LLC	303/220-9240
1775 E. Colfax Ave.		Denver	CO	80218	Alvarado Concepts, LLC	303/333-4800
2450 Baseline Rd.		Boulder	CO	80305	Alvarado Concepts, LLC	303/499-1744
1607 S Havana St		Aurora	CO	80012	Alvarado Concepts, LLC	303/745-3978
5260 Wadsworth Bypass		Arvada	CO	80002	Alvarado Concepts, LLC	303/431-0433
1911 Sheridan Blvd		Edgewater	CO	80214	Alvarado Concepts, LLC	303/232-8948
4901 East 60th Ave		Commerce City	CO	80022	Alvarado Concepts, LLC	303/288-7712
540 West Hampden Avenue		Englewood	CO	80110	Alvarado Concepts, LLC	303/781-7304
8760 Wadsworth Blvd.		Arvada	CO	80003	Alvarado Concepts, LLC	303/421-4749
3503 W 10th St		Greeley	CO	80634	Alvarado Concepts, LLC	970/356-5460
7150 Leetsdale Drive	Unit J	Denver	CO	80224	Alvarado Concepts, LLC	303/377-5409
12480 West 64th Avenue		Arvada	CO	80004	Alvarado Concepts, LLC	303/422-6196
4100 S. College Ave.		Fort Collins	CO	80525	Alvarado Concepts, LLC	970/282-0584
4795 Kipling St.		Wheat Ridge	CO	80033	Alvarado Concepts, LLC	303/940-7521
3259 South Parker Road		Aurora	CO	80014	Alvarado Concepts, LLC	303/337-2355
1298 East 104th Avenue		Thornton	CO	80233	Alvarado Concepts, LLC	303/255-9288
3255 28th Street		Boulder	CO	80301	Alvarado Concepts, LLC	303/449-7822
1220 E 1st Ave		Broomfield	CO	80020	Alvarado Concepts, LLC	303/404-9555
2450 8th Avenue		Greeley	CO	80631	Alvarado Concepts, LLC	970/378-6708
5325 West 80th Ave		Arvada	CO	80003	Alvarado Concepts, LLC	303/429-6713
8401 Washington St		Thornton	CO	80229	Alvarado Concepts, LLC	303/286-0389
2975 W 51st Ave		Denver	CO	80221	Alvarado Concepts, LLC	720/855-6602
4638 Centerplace Drive		Greeley	CO	80634	Alvarado Concepts, LLC	970/339-3697
2717 W Bellview Ave		Littleton	CO	80123	Alvarado Concepts, LLC	720/283-1418
2121 Prairie Center Pkwy.		Brighton	CO	80601	Alvarado Concepts, LLC	720/685-8603

4480 N Peoria Street		Denver	CO	80239	Alvarado Concepts, LLC	303/371-1673
6910 10th St		Greeley	CO	80634	Alvarado Concepts, LLC	970/356-5727
1602 W Highway 260		Camp Verde	AZ	86322	Hot Tacos, Inc.	928/554-0233
8163 NE Air Cargo Rd		Portland	OR	97218	Pacific Bells, LLC	503/282-5636
2810 East Osceola Parkway		Kissimmee	FL	34743	Bravo Foods, LLC	407/750-4327
614 E. Quinlan Parkway		Quinlan	TX	75474	Southern Multifoods, Inc.	903/356-0274
26128 US Hwy 70 E		Ruidoso	NM	88345	Lost Mesa, Inc.	575/257-4246
201 N Camellia Blvd		Fort Valley	GA	31030	Fort Valley Taco, LLC	478/721-2119
6521 Veterans Memorial Pkwy		Crestwood	KY	40014	C. & M. Smith Restaurants, Inc.	502/243-4280
1804 SE Washington Street		Idabel	OK	74745	K-Mac Enterprises, Inc.	580/208-2147
5812 Comanche Drive		Bakersfield	CA	93306	TB Countryside Village	661/404-5416
51 West Sherwood Ave		McFarland	CA	93250	TB McFarland	661/792-4140
1916 State Route (SR) 65		Wheatland	CA	95692	Summit Franchise Management	530/483-8051
1487 East 10th Street		Jeffersonville	IN	47130	C. & M. Smith Restaurants, Inc.	812/288-5990
1325 Veterans Pkwy.		Clarksville	IN	47129	C. & M. Smith Restaurants, Inc.	812/280-0728
2966 E 10th St		Jeffersonville	IN	47130	C. & M. Smith Restaurants, Inc.	812/282-2150
101 East Walton Street		Willard	OH	44890	Charter Foods North, LLC	419/935-2009
491 Nostrand Ave		Brooklyn	NY	11216	GFE Nostrand Avenue LLC	718/484-4278
2535 Decatur Pike		Athens	TN	37303	Tacala Tennessee Corp.	423/617-0600
1058 E Hill Road		Grand Blanc	MI	48439	Great Lakes Taco I LLC	810/579-2843
220 Lakepoint Parkway		Emerson	GA	30121	Mahamitra Emerson LLC	678/719-8883
2407 Route 35		Manasquan	NJ	08736	Pyramid Service Management, LLC	732/722-8502
9406 Cullen Boulevard, Suite B		Houston	TX	77051	B & G Food Enterprises of Texas, L.L.C.	713/264-0680
6898 N. Hualapai Way		Las Vegas	NV	89149	SSB Deer Springs LLC	702/659-8616
605 West Broad Street		Linden	MI	48451	Great Lakes Taco I LLC	810/579-2842
8100 Cooley Lake Road		White Lake	MI	48386	Great Lakes Taco, LLC	248/717-0913
10115 Dorchester Road		Summerville	SC	29485	J.E.M. Restaurant Group, Inc.	843/873-5977
3210 Cummings Highway		Chattanooga	TN	37419	Tacala Tennessee Corp.	423/825-9758
937 Main St.		Atchison	KS	66002	KC Bell, Inc.	913/203-4929
411 East Martintown Road		North Augusta	SC	29841	Southeast QSR, LLC	803/442-3759
3670 Roy Messer Hwy		White Pine	TN	37890	Charter Foods, Inc.	865/674-2075
314 N. Interstate 45		Ferris	TX	75125	Southern Multifoods, Inc.	972/544-2156
605 Main Street		Smiths Grove	KY	42171	Future Restaurants, LLC	270/451-2591
118 Soldier Colony Rd		Canton	MS	39046	Pacific Bells, LLC	601/859-0440
7147 Hacks Cross Road		Olive Branch	MS	38654	Pacific Bells, LLC	662/890-1259
Warm Springs and Gabriel		Las Vegas	NV	89119	SSB Warm Springs and Gabriel, LLC	702/780-6210
5045 State Hwy 100 East		Palm Coast	FL	32164	Florida Bells, LLC	386/313-8344
1034 Flatbush Ave		Brooklyn	NY	11226	GFE Flatbush Avenue LLC	718/484-8082
613 Washington Blvd		Belpre	OH	45714	Charter Central, LLC	740/401-0782
506 Old Main Street		Walnutport	PA	18088	Oak Restaurants, LLC	610/760-3049
331 W. Main St.		Farmington	AR	72730	K-Mac Enterprises, Inc.	479/267-3484
10384 East Airline Hwy		St Rose	LA	70087	B & G Food Enterprises, LLC	504/468-8580
3270 Pleasant Hill Rd		Kissimmee	FL	34746	Bravo Foods, LLC	321/697-0011
4899 E Irlo Bronson Mem Hwy		Saint Cloud	FL	34771	Bravo Foods, LLC	407/891-9357
2700 Geer Rd		Turlock	CA	95382	Pacific Bells, LLC	209/667-8341
1241 Standiford		Modesto	CA	95350	Pacific Bells, LLC	209/523-3556
901 East F Street		Oakdale	CA	95361	Pacific Bells, LLC	209/847-2351
2918 E Whitmore Ave		Ceres	CA	95307	Pacific Bells, LLC	209/538-8611
2050 W Main St		Turlock	CA	95380	Pacific Bells, LLC	209/668-3169
2639 S Second St		Fresno	CA	93706	Pacific Bells, LLC	559/233-2857
3095 E Shields Ave		Fresno	CA	93726	Pacific Bells, LLC	559/229-4443
4327 East Highway 88		Stockton	CA	95215	Pacific Bells, LLC	209/931-5815
1493 Herndon Rd		Modesto	CA	95351	Pacific Bells, LLC	209/521-2814
12780 South Highway 33		Santa Nella	CA	95322	Pacific Bells, LLC	209/826-6017
2517 Oakdale Rd		Modesto	CA	95355	Pacific Bells, LLC	209/551-8612
825 9th Street		Modesto	CA	95354	Pacific Bells, LLC	209/526-6914
3900 Pelandale Ave		Modesto	CA	95356	Pacific Bells, LLC	209/545-3915
5115 West Lane		Stockton	CA	95210	Pacific Bells, LLC	209/478-7336
6776 N Blackstone Ave		Fresno	CA	93710	Pacific Bells, LLC	559/431-0161
1612 N Blackstone Ave		Fresno	CA	93703	Pacific Bells, LLC	559/442-0958
5145 N Cedar Ave		Fresno	CA	93710	Pacific Bells, LLC	559/228-1016
16905 S Harlan Rd		Lathrop	CA	95330	Pacific Bells, LLC	209/858-1972
1416 Kansas Avenue		Modesto	CA	95351	Pacific Bells, LLC	209/522-7938

3714 East Hammer Lane		Stockton	CA	95212	Pacific Bells, LLC	209/477-0608
40020 Hwy 49		Oakhurst	CA	93644	Pacific Bells, LLC	559/683-8226
1571 West Pacheco Blvd		Los Banos	CA	93635	Pacific Bells, LLC	209/827-4525
7085 North Marks Avenue		Fresno	CA	93711	Pacific Bells, LLC	559/438-8505
1100 Yosemite Ave		Escalon	CA	95320	Pacific Bells, LLC	209/838-1124
12170 Yosemite Blvd		Waterford	CA	95386	Pacific Bells, LLC	209/874-3939
4911 Mchenry Avenue		Modesto	CA	95356	Pacific Bells, LLC	209/572-0314
1438 Coffee Road		Modesto	CA	95355	Pacific Bells, LLC	209/341-0545
4972 E Kings Canyon Rd		Fresno	CA	93727	Pacific Bells, LLC	559/255-8551
524 Academy		Sanger	CA	93657	Pacific Bells, LLC	559/876-3536
1236 E Pacheco Blvd		Los Banos	CA	93635	Pacific Bells, LLC	209/827-9951
4857 E McKinley Ave		Fresno	CA	93703	Pacific Bells, LLC	559/255-9496
1421 W Colony Rd		Ripon	CA	95366	Pacific Bells, LLC	209/599-0673
5610 Blackstone Ave		Fresno	CA	93710	Pacific Bells, LLC	559/435-1937
1060 Sperry Ave		Patterson	CA	95363	Pacific Bells, LLC	209/892-1820
1930 East 20th St		Chico	CA	95928	Pacific Bells, LLC	530/342-8238
1020 Old Alturas Rd		Redding	CA	96003	Pacific Bells, LLC	530/222-6240
757 East Avenue		Chico	CA	95926	Pacific Bells, LLC	530/892-1476
3601 Yosemite Avenue		Modesto	CA	95357	Pacific Bells, LLC	209/578-4139
339 Joseph Gallo Drive		Livingston	CA	95334	Pacific Bells, LLC	209/394-7746
7785 N. 1st St.		Fresno	CA	93720	Pacific Bells, LLC	559/432-4541
290 W Ashlan Ave		Clovis	CA	93612	Pacific Bells, LLC	559/294-9070
2131 East Shaw		Clovis	CA	93611	Pacific Bells, LLC	559/323-5124
434 West Shaw Avenue		Clovis	CA	93612	Pacific Bells, LLC	559/323-6795
830 Herndon Avenue		Clovis	CA	93612	Pacific Bells, LLC	559/323-1413
1085 East Champlain Drive		Fresno	CA	93720	Pacific Bells, LLC	559/433-9188
1097 North Willow Ave.		Clovis	CA	93611	Pacific Bells, LLC	559/322-7216
5651 East Kings Canyon Rd.		Fresno	CA	93727	Pacific Bells, LLC	559/251-0541
2421 Patterson Rd		Riverbank	CA	95367	Pacific Bells, LLC	209/863-8514
8119 Lander Ave		Hilmar	CA	95324	Pacific Bells, LLC	209/669-9960
3606 N Golden State Blvd.		Turlock	CA	95382	Pacific Bells, LLC	209/668-3830
1968 Daniels Street		Manteca	CA	95337	Pacific Bells, LLC	209/629-8334
2928 N. Fowler Ave.		Fresno	CA	93727	Pacific Bells, LLC	559/348-9485
1420 Howard Rd		Madera	CA	93637	Pacific Bells, LLC	559/661-8343
2350 W Cleveland Ave		Madera	CA	93637	Pacific Bells, LLC	559/674-1793
1800 Prescott Road		Modesto	CA	95350	Pacific Bells, LLC	209/523-2990
1420 E Yosemite Avenue		Madera	CA	93638	Pacific Bells, LLC	559/395-4699
1105 W Gentry Road		Checotah	OK	74426	K-Mac Enterprises, Inc.	918/473-0750
7150 State Route 303		Bremerton	WA	98310	Orchard SPE LLC	360/692-1250
155 Thomaston Avenue		Waterbury	CT	06702	Cantina Hospitality, LLC	203/573-9006
620N US 29 Highway		Athens	GA	30601	R&R Atlanta LLC	762/499-2915
615 Legion Road		Denton	MD	21629	BLT Cantina, LLC	443/448-4003
609 Emily Drive		Crescent Springs	KY	41017	AG Bells, LLC	859/287-0524
1750 Summit Ave		Oconomowoc	WI	53066	Albor Restaurant Group, LLC	262/468-7470
4212 East Judge Perez Drive		Meraux	LA	70075	B & G Food Enterprises, LLC	504/682-2970
2428 1st st		Tucumcari	NM	88401	Alvarado Concepts, LLC	575/461-3887
503 S Court Street		Florence	AL	35630	Tacala, LLC	256/367-0773
550 WEST SANILAC RD		Sandusky	MI	48471	Natron Corporation	810/648-0294
321 1st Avenue		New York	NY	10003	321 Taco LLC	332/333-0642
310 N. Clippert Street		Lansing	MI	48912	Old West Properties, L.L.C.	517/599-3753
1327 Austin Highway		San Antonio	TX	78209	DDO-New Mexico, LLC	210/824-1579
923 Bandera Rd.		San Antonio	TX	78228	DDO-New Mexico, LLC	210/432-2825
19563IH 35 S		Lytle	TX	78052	DDO-New Mexico, LLC	830/772-5770
2806 E Main St		Madisonville	TX	77864	North Texas Bells, LLC	936/348-3389
1359 Broadway		Brooklyn	NY	11221	GFE Broadway-Brooklynn LLC	347/627-4656
103 S Rainbow Blvd		Las Vegas	NV	89145	SSB Rainbow & Westcliff	702/329-3843
985 N Meridian Road		Kuna	ID	83634	ES-O-EN TB, LLC	208/922-5170
1414 N. Rutherford Blvd		Murfreesboro	TN	37130	Future Restaurants, LLC	615/410-9522
534 State St		Madison	WI	53703	Bell Great Lakes LLC	608/256-0056
3270 W. Lincoln Ave.		Anaheim	CA	92801	C&R Restaurant Group, L.P.	714/855-4600
2410 Park St South Ste 1		Livingston	MT	59047	CLC Montana, LLC	406/333-2851
1301 NW Broad St		Murfreesboro	TN	37129	Future Restaurants, LLC	615/890-0531
823 S. Cumberland Street		Lebanon	TN	37087	Future Restaurants, LLC	615/449-4858

1702 Memorial Blvd		Murfreesboro	TN	37129	Future Restaurants, LLC	615/896-5499
787 South Jefferson Avenue		Cookeville	TN	38501	Future Restaurants, LLC	931/528-8752
4442 Lebanon Road		Hermitage	TN	37076	Future Restaurants, LLC	615/883-0017
807 Nashville Pike		Gallatin	TN	37066	KC Bell, Inc.	615/452-4154
447 W Main St.		Hendersonville	TN	37075	KC Bell, Inc.	615/822-5194
2100 Gallatin Pike N.		Madison	TN	37115	KC Bell, Inc.	615/859-6493
3497 Tom Austin Hwy.		Springfield	TN	37172	KC Bell, Inc.	615/384-6409
210 Indian Lake Blvd.		Hendersonville	TN	37075	KC Bell, Inc.	615/824-0223
320 Long Hollow Pike		Goodlettsville	TN	37072	KC Bell, Inc.	615/859-4300
10425 Sharpsburg Pike		Hagerstown	MD	21740	BurgerBusters VIII, L.L.C.	240/203-6262
467 W Main St		Meriden	CT	06451	Cantina Hospitality, LLC	203/935-8512
1070 US Hwy 1		Vero Beach	FL	32960	Coastal QSR, LLC	772/494-5407
39 Main Street		Hornell	NY	14843	Indus TBNY, Inc.	607/324-0461
1909 North Atherton Street		State College	PA	16803	Charter Central, LLC	814/308-0181
123 E Linwood		Kansas City	MO	64111	Royal City Bell, LLC	816/753-3640
3651 State Avenue		Kansas City	KS	66102	Royal City Bell, LLC	913/321-6680
7337 State Ave		Kansas City	KS	66112	Royal City Bell, LLC	913/334-6047
615 Libby Lane		Lees Summit	MO	64063	Royal City Bell, LLC	816/525-6360
4017 Blue Ridge Cut-Off		Kansas City	MO	64133	Royal City Bell, LLC	816/924-0151
1310 Emmanuel Cleaver II Blvd.		Kansas City	MO	64110	Royal City Bell, LLC	816/756-1621
8215 Wornall Rd		Kansas City	MO	64114	Royal City Bell, LLC	816/361-4606
14880 South Harrison		Olathe	KS	66061	Royal City Bell, LLC	913/764-3674
1313 West 103rd Street		Kansas City	MO	64114	Royal City Bell, LLC	816/892-9046
6321 N Oak Trafficway		Gladstone	MO	64118	Royal City Bell, LLC	816/413-8792
10107 W. 75th Street		Overland Park	KS	66204	Royal City Bell, LLC	913/962-0165
13111 State Line Road		Kansas City	MO	64145	Royal City Bell, LLC	816/941-2771
16130 W 87th Street		Lenexa	KS	66219	Royal City Bell, LLC	913/307-9958
6350 North Lucerne		Kansas City	MO	64151	Royal City Bell, LLC	816/741-9299
10540 Parallel Parkway		Kansas City	KS	66109	Royal City Bell, LLC	913/328-1203
3701 SW Hollywood Drive		Lees Summit	MO	64082	Royal City Bell, LLC	816/623-3063
12291 W 87th St		Lenexa	KS	66215	Royal City Bell, LLC	913/492-5513
9600 Quivira Rd.		Lenexa	KS	66215	Royal City Bell, LLC	913/599-1309
12208 College Blvd		Overland Park	KS	66210	Royal City Bell, LLC	913/338-1402
16600 W 135th St		Olathe	KS	66062	Royal City Bell, LLC	913/782-1546
12014 Shawnee Mission Pkwy.		Shawnee Mission	KS	66216	Royal City Bell, LLC	913/631-7114
12075 S. Blackbob Rd.		Olathe	KS	66062	Royal City Bell, LLC	913/397-6535
1117 E. Santa Fe St.		Olathe	KS	66061	Royal City Bell, LLC	913/829-0147
9690 Metcalf Ave.		Overland Park	KS	66212	Royal City Bell, LLC	913/383-2452
8559 West 135th St.		Overland Park	KS	66223	Royal City Bell, LLC	913/685-0640
5925 Independence Ave		Kansas City	MO	64125	Royal City Bell, LLC	816/920-7789
11020 E 23rd St S		Independence	MO	64052	Royal City Bell, LLC	816/252-2835
1040 Armour Rd		North Kansas City	MO	64116	Royal City Bell, LLC	816/421-5227
430 NE Barry Rd		Kansas City	MO	64155	Royal City Bell, LLC	816/436-3390
1300-A S. Noland Rd		Independence	MO	64055	Royal City Bell, LLC	816/461-1980
9301 NE Highway 152		Kansas City	MO	64158	Royal City Bell, LLC	816/415-9457
9571 N McGee St		Kansas City	MO	64155	Royal City Bell, LLC	816/420-0578
3948 Rainbow Blvd		Kansas City	KS	66103	Royal City Bell, LLC	913/384-5133
5004 Roe Blvd.		Roeland Park	KS	66205	Royal City Bell, LLC	913/432-9210
5930 Ikea Way		Merriam	KS	66203	Royal City Bell, LLC	913/262-4562
15109 W. 151st St.		Olathe	KS	66062	Royal City Bell, LLC	913/764-0014
1700 SE Blue Parkway		Lees Summit	MO	64063	Royal City Bell, LLC	816/525-2250
7201 NE Parvin Road		Kansas City	MO	64117	Royal City Bell, LLC	816/453-4169
4000 Nolensville Road		Nashville	TN	37211	G.F. Enterprise IV LLC	615/834-2279
305 N Lowry St		Smyrna	TN	37167	G.F. Enterprise IV LLC	615/355-1981
529 Donelson Pike		Nashville	TN	37214	G.F. Enterprise IV LLC	615/628-7590
5510 Nolensville Rd		Nashville	TN	37211	G.F. Enterprise IV LLC	615/832-3136
114 Mathis Drive		Dickson	TN	37055	G.F. Enterprise IV LLC	615/446-3713
3055 Wilma Rudolph Blvd		Clarksville	TN	37040	G.F. Enterprise IV LLC	931/647-2981
2541 Murfreesboro Rd		Nashville	TN	37217	G.F. Enterprise IV LLC	615/360-9710
1117 Gallatin Pike S.		Madison	TN	37115	G.F. Enterprise IV LLC	615/865-2988
1670 Ft Campbell Blvd		Clarksville	TN	37042	G.F. Enterprise IV LLC	931/552-9449
2629 Ft. Campbell Blvd		Hopkinsville	KY	42240	G.F. Enterprise IV LLC	270/885-1551
2904 Gallatin Pike		Nashville	TN	37216	G.F. Enterprise IV LLC	629/777-8990

788 Riverside Drive		Clarksville	TN	37040	G.F. Enterprise IV LLC	931/645-8714
5315 Hickory Hollow Ln.		Antioch	TN	37013	G.F. Enterprise IV LLC	615/731-8177
5143 Murfreesboro Rd.		La Vergne	TN	37086	G.F. Enterprise IV LLC	615/793-7527
850 Nissan Drive		Smyrna	TN	37167	G.F. Enterprise IV LLC	615/459-9582
1470 Tiny Town Rd		Clarksville	TN	37042	G.F. Enterprise IV LLC	931/906-2098
498 North Drive		Hopkinsville	KY	42240	G.F. Enterprise IV LLC	270/887-8609
1895 Almaville Road		Smyrna	TN	37167	G.F. Enterprise IV LLC	615/223-6358
1720 Tiny Town Road		Clarksville	TN	37040	G.F. Enterprise IV LLC	931/648-7509
707 Cambridge Marketplace		Cambridge	MD	21613	Maryland Cantina, LLC	443/225-6508
2025 W Thomas St.		Hammond	LA	70401	Southeast Restaurant Group - TB, LLC	985/345-1971
1117 S Clearview Pkwy		Jefferson	LA	70121	Southeast Restaurant Group - TB, LLC	504/733-4428
2640 Belle Chase Hwy		Terrytown	LA	70056	Southeast Restaurant Group - TB, LLC	504/394-7584
4713 Veterans Memorial Blvd		Metairie	LA	70006	Southeast Restaurant Group - TB, LLC	504/885-4718
3302 Williams Blvd		Kenner	LA	70065	Southeast Restaurant Group - TB, LLC	504/443-3565
1977 SW Railroad Ave		Hammond	LA	70403	Southeast Restaurant Group - TB, LLC	985/549-0034
5141 Lapalco Blvd		Marrero	LA	70072	Southeast Restaurant Group - TB, LLC	504/341-5367
4300 General Degaulle Dr.		New Orleans	LA	70131	Southeast Restaurant Group - TB, LLC	504/391-6930
3012 Loyola Drive		Kenner	LA	70065	Southeast Restaurant Group - TB, LLC	504/461-8280
1740 Manhattan Blvd.		Harvey	LA	70058	Southeast Restaurant Group - TB, LLC	504/374-0972
14109 University Avenue		Hammond	LA	70401	Southeast Restaurant Group - TB, LLC	985/542-0009
62B Westbank Expressway		Gretna	LA	70053	Southeast Restaurant Group - TB, LLC	504/368-3370
7976 Highway 23		Belle Chasse	LA	70037	Southeast Restaurant Group - TB, LLC	504/392-4092
1805 Veterans Memorial Blvd		Metairie	LA	70005	Southeast Restaurant Group - TB, LLC	504/832-9070
1104 West Oak		Amite	LA	70422	Southeast Restaurant Group - TB, LLC	985/748-8820
1011 Highway 51 North		Ponchatoula	LA	70454	Southeast Restaurant Group - TB, LLC	985/386-0042
8817 West Veterans Memorial		Metairie	LA	70003	Southeast Restaurant Group - TB, LLC	504/469-6948
605 Creswell Ln		Opelousas	LA	70570	Southeast Restaurant Group - TB, LLC	337/948-3850
1500 Sam Nunn Blvd		Perry	GA	31069	Tacala Georgia Corp.	478/987-7365
4004 Capital Blvd		Raleigh	NC	27604	Luihn VantEdge Partners, LLC	919/872-9020
2515 5th Ave		Huntington	WV	25703	Charter Central, LLC	304/529-6884
410 Russell Rd		Ashland	KY	41101	Charter Central, LLC	606/325-0619
301 MacCorkle Ave		Saint Albans	WV	25177	Charter Central, LLC	304/722-2661
5709 MacCorkle Ave SE		Charleston	WV	25304	Charter Central, LLC	304/925-6034
4200 MacCorkle Ave SW		Charleston	WV	25309	Charter Central, LLC	304/766-6648
5181 US Route 60 E		Huntington	WV	25705	Charter Central, LLC	304/736-8226
4152 State Rt 34		Hurricane	WV	25526	Charter Central, LLC	304/757-0903
1664 3rd Ave		Charleston	WV	25312	Charter Central, LLC	304/344-1401
325 County Road 406		South Point	OH	45680	Charter Central, LLC	740/894-5417
322 Goth Mountain Rd		Cross Lanes	WV	25313	Charter Central, LLC	304/776-1442
2850 Winchester Ave		Ashland	KY	41101	Charter Central, LLC	606/324-5882
3500 MacCorkle Ave		Charleston	WV	25304	Charter Central, LLC	304/925-1751
2525 Mountaineer Blvd		South Charleston	WV	25309	Charter Central, LLC	304/746-7722
2535 Gallia Street		Portsmouth	OH	45662	Charter Central, LLC	740/354-1336
238 Washington Avenue		Huntington	WV	25701	Charter Central, LLC	304/697-0062
3560 US Route 60 East		Barboursville	WV	25504	Charter Central, LLC	304/733-5657
1065 Ironton Hill Drive		Ironton	OH	45638	Charter Central, LLC	740/532-5665
52 Arbys Way		Hurricane	WV	25526	Charter Central, LLC	304/562-5256
21 Perry Morris Square	Perry Morris	Milton	WV	25541	Charter Central, LLC	304/743-9401
3335 US Route 60		Huntington	WV	25705	Charter Central, LLC	304/525-9722
1300 Huntsville Hwy		Fayetteville	TN	37334	Mid-South Bells, LLC	931/433-0103
807 West Seventh		Corsicana	TX	75110	Kumar Management, Corporation SW	903/874-8101
602 N Highway 77		Waxahachie	TX	75165	Kumar Management, Corporation SW	972/937-5001
1800 South Washington		Kaufman	TX	75142	Kumar Management, Corporation SW	972/932-8806
835 East Highway 377		Granbury	TX	76048	Kumar Management, Corporation SW	817/573-4166
410 N I35 Service Rd		Red Oak	TX	75154	Kumar Management, Corporation SW	972/515-8096
1814 South Main Street		Weatherford	TX	76086	Kumar Management, Corporation SW	817/594-4295
526 North Interstate 35 East		Lancaster	TX	75146	Kumar Management, Corporation SW	972/223-7705
100 SE Parkway		Azle	TX	76020	Kumar Management, Corporation SW	817/444-2921
2937 South Highway 287		Corsicana	TX	75109	Kumar Management, Corporation SW	903/872-9800
2930 Ft. Worth Highway		Hudson Oaks	TX	76087	Kumar Management, Corporation SW	817/599-9311
100 L.R. Campbell Rd.		Italy	TX	76651	Kumar Management, Corporation SW	972/483-1001
900 S Austin Ave.		Denison	TX	75020	Kumar Management, Corporation SW	903/463-5140
1800 Texoma Parkway		Sherman	TX	75090	Kumar Management, Corporation SW	903/891-7257

3420 W. FM 120		Denison	TX	75020	Kumar Management, Corporation SW	903/337-0086
425 US Hwy 380		Bridgeport	TX	76426	Kumar Management, Corporation SW	940/683-4047
5745 Interstate 20 W		Arlington	TX	76017	Kumar Management, Corporation SW	817/478-1468
1435 East Chase Parkway		Fort Worth	TX	76120	Kumar Management, Corporation SW	817/277-3272
1011 W BELT LINE RD		Desoto	TX	75115	Kumar Management, Corporation SW	972/223-2889
901 South 1st Street		Madill	OK	73446	Kumar Management, Corporation SW	580/677-9454
2928 Point Mallard Pkwy		Decatur	AL	35603	Tacala, LLC	256/308-1397
4998 Centerview Lane		North Port	FL	34287	Coastal QSR, LLC	941/564-5436
880 River Avenue		Bronx	NY	10452	GFE River Avenue LLC	347/963-4445
1301 State Route 332		Farmington	NY	14425	Indus TBNY II Inc.	585/398-7499
180 Main Street		Wintersville	OH	43953	Charter Central, LLC	740/278-3371
6800 South Kanner Hwy		Stuart	FL	34997	Coastal QSR, LLC	772/212-9090
13905 Wellington Trace		Wellington	FL	33414	Luihn VantEdge Partners, LLC	561/429-2095
397 Benner Pike		State College	PA	16801	Charter Central, LLC	814/325-7094
200 ByPass		Bennettsville	SC	29512	Bell Carolina LLC	843/479-0379
418 Florida Blvd		Denham Springs	LA	70726	B&G Capital & Gulf Coast Ventures, L.L.C.	225/665-3491
9656 Airline Hwy		Baton Rouge	LA	70815	B&G Capital & Gulf Coast Ventures, L.L.C.	225/927-5266
2417 25th Ave		Gulfport	MS	39501	B&G Capital & Gulf Coast Ventures, L.L.C.	228/868-2653
15295 George O'Neal Ln.		Baton Rouge	LA	70817	B&G Capital & Gulf Coast Ventures, L.L.C.	225/752-0709
1202 N. Airline Hwy.		Gonzales	LA	70737	B&G Capital & Gulf Coast Ventures, L.L.C.	225/644-7219
1928 West Highway 30		Gonzales	LA	70737	B&G Capital & Gulf Coast Ventures, L.L.C.	225/644-5159
10569 D'iberville Road		D'iberville	MS	39540	B&G Capital & Gulf Coast Ventures, L.L.C.	228/396-9232
11423 Highway 49 North		Gulfport	MS	39503	B&G Capital & Gulf Coast Ventures, L.L.C.	228/832-9333
456 Highway 90		Waveland	MS	39576	B&G Capital & Gulf Coast Ventures, L.L.C.	228/466-0630
2335 Pass Road		Biloxi	MS	39531	B&G Capital & Gulf Coast Ventures, L.L.C.	228/388-6950
4608 Highway 19		Zachary	LA	70791	B&G Capital & Gulf Coast Ventures, L.L.C.	225/658-8008
3125 College Drive		Baton Rouge	LA	70808	B&G Capital & Gulf Coast Ventures, L.L.C.	225/216-1861
3259 Denny Avenue		Pascagoula	MS	39581	B&G Capital & Gulf Coast Ventures, L.L.C.	228/762-2380
28455 Walker Rd S		Walker	LA	70785	B&G Capital & Gulf Coast Ventures, L.L.C.	225/667-7119
17297 Airline Highway.		Prairieville	LA	70769	B&G Capital & Gulf Coast Ventures, L.L.C.	225/673-8223
2313 Sherwood Forest Blvd.		Baton Rouge	LA	70816	B&G Capital & Gulf Coast Ventures, L.L.C.	225/272-9804
31618 LA Highway 16		Denham Springs	LA	70726	B&G Capital & Gulf Coast Ventures, L.L.C.	225/791-7784
9384 Hwy 49		Gulfport	MS	39503	B&G Capital & Gulf Coast Ventures, L.L.C.	228/822-2868
831 Cowan Rd.		Gulfport	MS	39507	B&G Capital & Gulf Coast Ventures, L.L.C.	228/896-7708
913 Cedar Lake Rd		Biloxi	MS	39532	B&G Capital & Gulf Coast Ventures, L.L.C.	228/392-0743
11991 Hooper Rd.		Baton Rouge	LA	70818	B&G Capital & Gulf Coast Ventures, L.L.C.	225/261-0457
6732 Hwy 63		Moss Point	MS	39563	B&G Capital & Gulf Coast Ventures, L.L.C.	228/474-8873
1525 Marchand Drive		Donaldsonville	LA	70346	B&G Capital & Gulf Coast Ventures, L.L.C.	225/473-7622
3134 Bienville Blvd		Ocean Springs	MS	39564	B&G Capital & Gulf Coast Ventures, L.L.C.	228/818-1767
9000 Lake Otis Parkway Units 6		Anchorage	AK	99507	Denali Foods, Inc.	907/868-1217
4910 Shelbyville Rd		Louisville	KY	40207	ABTB Louisville LLC	502/893-6084
108 E. Broadway		Louisville	KY	40202	ABTB Louisville LLC	502/581-9270
1069 Bardstown Rd		Louisville	KY	40204	ABTB Louisville LLC	502/452-1450
311 S. Dixie Blvd.		Radcliff	KY	40160	ABTB Louisville LLC	270/351-5554
8602 Dixie Hwy		Louisville	KY	40258	ABTB Louisville LLC	502/933-1439
4643 Dixie Hwy		Louisville	KY	40216	ABTB Louisville LLC	502/448-0023
120 N Joe B. Hall Ave.		Shepherdsville	KY	40165	ABTB Louisville LLC	502/955-6912
5414 Newcut Rd		Louisville	KY	40214	ABTB Louisville LLC	502/368-4907
6800 Bardstown Rd.		Louisville	KY	40291	ABTB Louisville LLC	502/239-2131
11206 Preston Hwy		Louisville	KY	40229	ABTB Louisville LLC	502/968-5561
171 W. John Rowan Blvd.		Bardstown	KY	40004	ABTB Louisville LLC	502/349-6699
111 Boone Station Road		Shelbyville	KY	40065	ABTB Louisville LLC	502/633-5991
1604 North Dixie Hwy		Elizabethtown	KY	42701	ABTB Louisville LLC	270/765-2499
4304 Outer Loop		Louisville	KY	40219	ABTB Louisville LLC	502/969-1202
10541 Fischer Park Drive		Louisville	KY	40241	ABTB Louisville LLC	502/412-9133
3520 Bardstown Rd.		Louisville	KY	40218	ABTB Louisville LLC	502/479-1582
10701 Dixie Hwy		Louisville	KY	40272	ABTB Louisville LLC	502/933-8958
426 W. Dixie Hwy		Elizabethtown	KY	42701	ABTB Louisville LLC	270/735-1625
200 Mortown Way		Shelbyville	KY	40065	ABTB Louisville LLC	502/647-4891
1961 East Blue Lick Road		Shepherdsville	KY	40165	ABTB Louisville LLC	502/957-0460
3200 Leitchfield Road		Elizabethtown	KY	42701	ABTB Louisville LLC	270/737-2356
3818 E. John Rowan Blvd		Bardstown	KY	40004	ABTB Louisville LLC	502/349-9170
1801 South Brook Street		Louisville	KY	40208	ABTB Louisville LLC	502/637-9700

6306 Greenwood Road		Louisville	KY	40258	ABTB Louisville LLC	502/995-8465
2479 N Central Avenue		Humboldt	TN	38343	Hospitality Tennessee, Inc.	731/784-8391
155 Wayne Road		Savannah	TN	38372	Hospitality Tennessee, Inc.	731/925-2604
565 West Church Street		Lexington	TN	38351	Hospitality Tennessee, Inc.	731/968-1380
447 E Main		Henderson	TN	38340	Hospitality Tennessee, Inc.	731/989-0063
846 Hwy 51 N		Ripley	TN	38063	Hospitality Tennessee, Inc.	731/221-8824
2330 North Highland		Jackson	TN	38305	Hospitality Tennessee, Inc.	731/668-3353
1921 Hwy 45 Bypass		Jackson	TN	38305	Hospitality Tennessee, Inc.	731/664-5737
715 W Market St		Bolivar	TN	38008	Hospitality Tennessee, Inc.	731/658-9990
117 Parkstone Place		Jackson	TN	38305	Hospitality Tennessee, Inc.	731/265-4698
1619 S Highland Ave		Jackson	TN	38301	Hospitality Tennessee, Inc.	731/423-0148
880 W Poplar Ave		Collierville	TN	38017	Hospitality Tennessee, Inc.	901/853-3725
1279 Ridgeway Rd.		Memphis	TN	38119	Hospitality Tennessee, Inc.	901/683-7703
2702 S Perkins Rd		Memphis	TN	38118	Hospitality Tennessee, Inc.	901/366-5248
7858 Wolf River Blvd.		Germantown	TN	38138	Hospitality Tennessee, Inc.	901/758-0567
2660 E League City Pkwy		League City	TX	77573	B & G Food Enterprises of Texas, L.L.C.	281/334-1449
8605 NE Andreson		Vancouver	WA	98665	Pacific Bells, LLC	360/253-9237
226 Sea Island Pkwy		Beaufort	SC	29907	Carolina Taco, Inc.	843/524-0663
6961 Miramar Parkway		Miramar	FL	33023	Coastal QSR, LLC	754/202-2953
2084 S Marina Drive		Salton City	CA	92275	Grewal Foods, Inc.	760/394-1024
1129 Philipsburg Bigler		Philipsburg	PA	16866	Charter Central, LLC	814/376-0803
1350 York Road		Gettysburg	PA	17325	Oak Restaurants, LLC	717/549-2956
712 Black Horse Pike	Spicer Food	Pleasantville	NJ	08232	New Jersey Restaurants, LLC	609/677-9765
2300 Wrangleboro Rd	Unit #400	Mays Landing	NJ	08330	New Jersey Restaurants, LLC	609/646-3346
1258 LEXINGTON AVENUE		New York	NY	10028	1258 Lexington Taco LLC	332/877-4555
3805 South Street		Nacogdoches	TX	75964	Southern Multifoods, Inc.	936/564-3535
9188 Reading Rd		Cincinnati	OH	45215	AG Bells, LLC	513/991-7464
169 US Hwy 17		East Palatka	FL	32131	US Leader Restaurants OpCo, LLC	386/268-0081
1201 E. Cervantes St.		Pensacola	FL	32501	Southeast QSR, LLC	850/361-2863
751 E IMPERIAL HWY		La Habra	CA	90631	C&R Restaurant Group, L.P.	562/689-5035
105 Black Gold Court		Hazard	KY	41701	Charter Central, LLC	606/910-4009
917 Joliet Street		Dyer	IN	46311	Bell Indiana LLC	219/440-1243
2410 S Western Ave		Chicago	IL	60608	Afzal Lokhandwala	773/475-7502
2205 Whiskey Road		Aiken	SC	29803	Southeast QSR, LLC	803/679-1996
787 St. James Avenue		Goose Creek	SC	29445	J.E.M. Restaurant Group, Inc.	843/832-1817
7480 Osceola Polk-Line Rd.		Davenport	FL	33896	Jett Florida Bells, LLC	863/424-1339
8991 Staples Mill Rd		Richmond	VA	23228	BurgerBusters VIII, L.L.C.	804/562-7055
12751 Stone Village Way		Midlothian	VA	23112	BurgerBusters VIII, L.L.C.	804/594-5346
11582 N Williams St		Dunnellon	FL	34431	US Leader Restaurants OpCo, LLC	352/441-5557
20 West Franklin St.		Hartwell	GA	30643	Bell Carolina LLC	706/818-6155
561 Highway 52 Bypass W		Lafayette	TN	37083	Future Restaurants, LLC	615/666-8226
4422 West Lloyd Expressway		Evansville	IN	47712	Bell Indiana LLC	812/422-2153
2971 Dougherty Ferry Rd.	The Shoppes at	Saint Louis	MO	63122	Bell Missouri LLC	636/825-2912
247 Kane Street		Gate City	VA	24251	Tacala Tennessee Corp.	276/594-3182
1206 S Huntington ST.		Syracuse	IN	46567	Bell Great Lakes LLC	574/528-6300
105 S. 10th Street		Fowler	CA	93625	Quikserve Kern, Inc.	559/601-0632
5404 North Bend Road		Cincinnati	OH	45247	AG Bells, LLC	513/991-7490
16680 S. Dupont Hwy		Harrington	DE	19952	Delaware Restaurants, LLC	302/786-2076
1400 S Water Street		Burnet	TX	78611	Tacala Austin Corp.	512/553-8984
9000 Sage Ave		Naples	FL	34120	Coastal QSR, LLC	941/347-4197
21-33 East 53rd Street		Bayonne	NJ	07002	Yum & Chill TB Holdings LLC	908/440-0330
4041 US Route 1 South		Monmouth	NJ	08852	Yum & Chill TB Holdings LLC	732/783-4750
4315 N. Hwy. 231		Panama City	FL	32404	P J Enterprises, Inc.	850/640-1186
365 N Central Ave		Umatilla	FL	32784	US Leader Restaurants OpCo, LLC	786/697-7161
5161 W. Anthem Park		Herriman	UT	84096	DDO-Utah, LLC	385-275-4415
2045 W. Memorial Blvd		Lakeland	FL	33815	Luihn VantEdge Partners, LLC	863/683-0100
57275 Lyon Center Dr		New Hudson	MI	48165	Old West Properties, L.L.C.	248/912-7761
8 W Fordham Rd		Bronx	NY	10468	GFE W Fordham Road LLC	718/684-4836
64113 Hwy 1090		Pearl River	LA	70452	Southeast Restaurant Group - TB, LLC	985/863-7523
1180 E. 16th Street		Wellington	KS	67152	TB Of America, Inc.	620/326-3666
31300 Bob Hope Dr.		Cathedral City	CA	92234	PSTB, LLC	760/656-3534
2150 Winchester Road		Huntsville	AL	35811	Tacala, LLC	256/666-4450
89-102 Farrington Hwy		Waianae	HI	96792	Taco Aloha, Inc.	808/628-4065

147 George Street		Oswego	NY	13126	Hospitality Syracuse, Inc.	315/341-4552
101 bus terminal road		Oak Ridge	TN	37830	Tacala Tennessee Corp.	865/272-2515
2169 W Columbia Ave		Battle Creek	MI	49015	Border Foods, LLC	269/339-0138
464 Breckwood Blvd		Springfield	MA	01109	G.F. Enterprise LLC	413/726-2257
1049 Church Point Highway		Rayne	LA	70578	B & G Food Enterprises, LLC	337/334-7745
465 S. Shady Street		Mountain City	TN	37683	EM Squared, LLC	423/291-8797
12101 University Blvd., Suite		Orlando	FL	32817	Bravo Foods, LLC	407/930-2237
3511 Centerville Highway		Snellville	GA	30039	R&R Atlanta LLC	470/443-2082
459 South Columbia Ave.		Rincon	GA	31326	Savannah Service & Food (YUM), LLC	912/295-2270
23210 Volbrecht Rd		Crete	IL	60417	Natron Corporation	708/892-2102
5855 Mayfield Road		Mayfield Heights	OH	44124	Pacific Bells, LLC	440/684-0447
5765 Old Hickory Boulevard		Hermitage	TN	37076	Future Restaurants, LLC	615/866-6858
1150 W Main Street		Tipp City	OH	45371	Fiesta Holdings, Inc.	937/667-7521
3833 w. 38th ave		Denver	CO	80211	Alvarado Concepts, LLC	303/455-0992
255 Washington St.		Clarkesville	GA	30523	Mahamitra Clarkesville, LLC	706/839-1223
1560 N. Verrado Way		Buckeye	AZ	85396	Hot Tacos, Inc.	480/409-2907
18001 Bothell-Everett Hwy	Bldg E	Bothell	WA	98021	Northwest Restaurants, Inc.	206-809-2089
7900 NW 27th Ave		Miami	FL	33147	Coastal QSR, LLC	786/388-0321
3118 Washburn Way		Klamath Falls	OR	97603	DeClerck Enterprises, A Partnership	541/273-8730
6650 NC Highway 135		Stoneville	NC	27048	Fulenwider Enterprises, Inc.	336/548-8226
5720 Barrett Rd		Ferndale	WA	98248	Northwest Restaurants, Inc.	360/524-2963
8050 6th Street		Wellington	CO	80549	Alvarado Concepts, LLC	970/568-9991
1438 E. Main Street		Cushing	OK	74023	K-Mac Enterprises, Inc.	918/225-0854
11665 Ulysses Lane		Blaine	MN	55434	Border Foods, LLC	763/250-1625
2203 Jack Lane		Bel Air	MD	21015	BLT Cantina, LLC	410/420-9640
5501 Sycamore School Rd		Fort Worth	TX	76123	Southern Multifoods, Inc.	817/423-8144
5002 East 56th Street		Indianapolis	IN	46226	Bell Indiana LLC	317/643-9071
100 Kinetic Drive		Huntington	WV	25701	Sun Culinary, LLC	681/432-0045
127 Bear Creek Pike		Columbia	TN	38401	Future Restaurants, LLC	931/388-3313
15215 Garnet Trail		Bradenton	FL	34211	BDE Florida LLC	941/739-1007
224 Kukas Lane		Waterbury	CT	06705	Cantina Hospitality, LLC	203/518-5080
3906 S New Braunfels Ave		San Antonio	TX	78223	DDO1-Texas, LLC	210/729-6496
41 W Washington Ave		Washington	NJ	07882	VB Preferred QSR Washington LLC	908/989-7090
1751 Old Gallatin Rd		Scottsville	KY	42164	Charter Foods, Inc.	270/239-8226
507 N Main St.		Tompkinsville	KY	42167	Charter Foods, Inc.	270/407-5900
2897 North Avenue		Grand Junction	CO	81501	ColCal Colorado, Inc.	970/241-2091
16100 Manchester Road		Ellisville	MO	63011	Bell Missouri LLC	636/200-2743
2750 S. Big Bend Blvd.		Maplewood	MO	63143	Bell Missouri LLC	314/356-2121
1318 W Stan Schlueter Loop		Killeen	TX	76542	Tacala Austin Corp.	254/781-5259
168 Grant Ave		Auburn	NY	13021	Hospitality Syracuse, Inc.	315/702-8117
35 Riverton Commons Dr		Front Royal	VA	22630	BurgerBusters VIII, L.L.C.	540/692-9912
1130 S Main St		Bowling Green	OH	43402	G-Made, Inc.	419/352-1474
11240 Patterson Ave # 11250		Richmond	VA	23238	BurgerBusters VIII, L.L.C.	804/655-2846
301 Hoffman Blvd		Duquesne	PA	15110	Charter Central, LLC	412/392-7353
2036 Jerome Avenue		Bronx	NY	10453	GFE Jerome Avenue LLC	718/618-7490
3860 Highway 90		Pace	FL	32571	Andrus, Dennis	850/994-5510
1809 Veterans Blvd		Del Rio	TX	78840	Delect Foods S.A., LLC	830/422-2468
2052 W Oaklawn Rd.		Pleasanton	TX	78064	Delect Foods S.A., LLC	830/569-8055
340 N Sunset Strip St		Kenedy	TX	78119	Delect Foods S.A., LLC	830/583-0606
1225 E. Sara Dewitt Drive		Gonzales	TX	78629	Delect Foods S.A., LLC	830/519-4001
303 US HIGHWAY 90 E		Hondo	TX	78861	Delect Foods S.A., LLC	830/426-2371
931 10th Street		Floresville	TX	78114	Delect Foods S.A., LLC	830/216-2266
3281 N. Hwy 17		Mount Pleasant	SC	29466	J.E.M. Restaurant Group, Inc.	843/608-3691
4115 W. Partridge Way		Peoria	IL	61615	LucWork Enterprises, Inc.	309/691-7830
10423 Harrison Avenue		Harrison	OH	45030	AG Bells, LLC	513/452-3694
565 Sam Ridley Pkwy W		Smyrna	TN	37167	G.F. Enterprise IV LLC	615/930-0782
608 South Adams Street		Versailles	IN	47042	AG Bells, LLC	812/609-4010
1336 W. University Drive		Tempe	AZ	85281	Hot Tacos, Inc.	480/590-1809
19 Market St.		San Jose	CA	95113	Kumar Management, Corporation Cantina	408/673-4305
12538 SW Loop 410		San Antonio	TX	78224	DDO1-Texas, LLC	210/314-1101
5275 East State Road		Newcomerstown	OH	43832	Fast Food Feeders, Ltd	740/498-0315
2375 Highway 7		Erie	CO	80516	Alvarado Concepts, LLC	720/890-4623
5305 W. Sublett Rd		Arlington	TX	76017	Kumar Management, Corporation SW	469/575-6348

337 Pittsford-Palmyra Rd.		Macedon	NY	14502	Indus TBNY II Inc.	585/643-7332
1662 Poplar Avenue		Memphis	TN	38104	Hospitality Memphis, Inc.	901/725-0925
2183 Frayser Blvd.		Memphis	TN	38127	Hospitality Memphis, Inc.	901/357-9832
1209 N. Missouri St.		West Memphis	AR	72301	Hospitality Memphis, Inc.	870/735-5709
3045 Covington Pike		Memphis	TN	38128	Hospitality Memphis, Inc.	901/372-1234
3378 Poplar Ave		Memphis	TN	38111	Hospitality Memphis, Inc.	901/323-9229
1740 Sycamore View Road		Memphis	TN	38134	Hospitality Memphis, Inc.	901/372-5089
6210 Winchester Rd		Memphis	TN	38115	Hospitality Memphis, Inc.	901/362-0703
4330 Elvis Presley Blvd		Memphis	TN	38116	Hospitality Memphis, Inc.	901/398-9755
4370 Summer Ave		Memphis	TN	38122	Hospitality Memphis, Inc.	901/767-5193
871 Germantown Pkwy		Cordova	TN	38018	Hospitality Memphis, Inc.	901/758-2669
4655 Riverdale Road		Memphis	TN	38141	Hospitality Memphis, Inc.	901/368-6919
6720 Stage Rd		Bartlett	TN	38134	Hospitality Memphis, Inc.	901/382-9778
4811 Navy Rd		Millington	TN	38053	Hospitality Memphis, Inc.	901/872-3040
3490 Elvis Presley Blvd		Memphis	TN	38116	Hospitality Memphis, Inc.	901/398-5133
999 Goodman Road		Horn Lake	MS	38637	Hospitality Memphis, Inc.	662/349-1963
8033 Hwy 64		Memphis	TN	38133	Hospitality Memphis, Inc.	901/249-6919
2650 McIngvale Rd.		Hernando	MS	38632	Hospitality Memphis, Inc.	662/449-3036
7571 US Highway 70		Bartlett	TN	38133	Hospitality Memphis, Inc.	901/266-1645
1983 Whitten Road		Memphis	TN	38133	Hospitality Memphis, Inc.	901/937-0329
3910 Goodman Road West		Horn Lake	MS	38637	Hospitality Memphis, Inc.	662/393-3445
76 Summer Street		Boston	MA	02110	G.F. Enterprise LLC	857/990-1482
50 West Ocotillo Road		Queen Creek	AZ	85142	E & C Taco, Inc.	480/718-3215
580 Church Rd.		Southaven	MS	38671	Hospitality Memphis, Inc.	662/280-5297
920 W Belmont Ave		Chicago	IL	60657	Diza Tacos Lakeview, LLC	872/210-0759
1386 Palm Bay Road NE		Palm Bay	FL	32905	US Leader Restaurants OpCo, LLC	321/724-8826
102 Lowes Ave.		Waynesville	MO	65583	K-Mac Enterprises, Inc.	573/774-2339
1223 NE 10th Street		Blanchard	OK	73010	O&M TB, LLC	405/396-6509
4848 Ridge Rd.		Douglasville	GA	30134	Mahamitra Nebo LLC	470/632-8500
1855 Shaff Rd		Stayton	OR	97383	ES-O-EN TB, LLC	541/248-1731
8021 Cumming Hwy	Ste. 100	Canton	GA	30115	Mahamitra Macedonia LLC	678/493-0804
505 S. Second Street		Fulton	NY	13069	Hospitality Syracuse, Inc.	315/297-4006
2399 Hwy 28 East		Pineville	LA	71360	B & G Food Enterprises, LLC	318/561-4280
3195 Market St		San Diego	CA	92102	Marble USA Inc.	619/696-1454
1500 S. Main Street		Bellefontaine	OH	43311	Fiesta Holdings, Inc.	937/593-0029
1638 Hwy 72 E		Huntsville	AL	35811	Tacala, LLC	256/203-3196
10295 County Line Rd		Spring Hill	FL	34608	Jett Florida Bells, LLC	352/686-9800
6687 Pittsford Palmyra Road		Fairport	NY	14450	Hospitality Syracuse, Inc.	585/598-3149
208 N Main Street		Frankenmuth	MI	48734	Bells and Birds, Inc.	989/262-9040
7575 State Road 54		New Port Richey	FL	34653	Jett Florida Bells, LLC	727/264-7633
2925 S 4th St.		Leavenworth	KS	66048	Royal City Bell, LLC	913/682-2171
8000 W. 151st St.		Overland Park	KS	66223	Royal City Bell, LLC	913/851-8126
315 S 291 Hwy		Liberty	MO	64068	Royal City Bell, LLC	816/781-6591
2491 S. State Route 291		Independence	MO	64057	Royal City Bell, LLC	816/373-4903
6350 NW Barry Road		Kansas City	MO	64154	Royal City Bell, LLC	816/746-1969
12918 S US Highway 71		Grandview	MO	64030	Royal City Bell, LLC	816/761-5040
934 S 7 Highway		Blue Springs	MO	64014	Royal City Bell, LLC	816/229-1924
7901 East 171st Street		Belton	MO	64012	Royal City Bell, LLC	816/322-0307
16903 East 24 Hwy		Independence	MO	64056	Royal City Bell, LLC	816/257-7457
9021 E. Highway 350		Raytown	MO	64133	Royal City Bell, LLC	816/356-4200
2825 NE Vivion Road		Kansas City	MO	64119	Royal City Bell, LLC	816/452-2848
605 NE Highway 291		Lees Summit	MO	64086	Royal City Bell, LLC	816/246-1577
525 NE Coronado Drive		Blue Springs	MO	64014	Royal City Bell, LLC	816/220-1521
3927 Bolger Road		Independence	MO	64055	Royal City Bell, LLC	816/350-3864
930 West Foxwood Drive		Raymore	MO	64083	Royal City Bell, LLC	816/331-1344
5704 E Red Bridge Rd		Kansas City	MO	64137	Royal City Bell, LLC	816/767-0608
10955 Perry Highway		Wexford	PA	15090	Charter Central, LLC	317/749-0764
5204 Dickenson Highway		Clintwood	VA	24228	Charter Foods, Inc.	276/865-1055
1002 2nd Street		Saint Marys	WV	26170	Charter Central, LLC	681/612-0571
35 McCormick Way		Triadelphia	WV	26059	Charter Central, LLC	304/316-2042
1423 Lexington Ave		Mansfield	OH	44907	Charter Foods North, LLC	419/775-9935
2902 Pacific Ave (29th St &		Virginia Beach	VA	23451	BurgerBusters VIII, L.L.C.	757/578-5017
321 ROUTE 15		Wharton	NJ	07885	Sailesh Patel	862/437-0702

401 Carbon City Road		Morganton	NC	28655	Fulenwider Enterprises, Inc.	828/201-2060
318 E Broadway		Council Bluffs	IA	51503	HAZA Bell of Nebraska, LLC	712/328-7191
3150 Dial Drive		Council Bluffs	IA	51501	HAZA Bell of Nebraska, LLC	712/366-6551
2759 West Broadway		Council Bluffs	IA	51501	HAZA Bell of Nebraska, LLC	712/323-2778
1506 Galvin Rd S		Bellevue	NE	68005	HAZA Bell of Nebraska, LLC	402/292-6333
7051 Dodge Street		Omaha	NE	68132	HAZA Bell of Nebraska, LLC	402/551-6886
14554 W. Center Rd.		Omaha	NE	68144	HAZA Bell of Nebraska, LLC	402/330-0224
3211 N 108th St		Omaha	NE	68164	HAZA Bell of Nebraska, LLC	402/498-0345
3917 S 42nd St		Omaha	NE	68107	HAZA Bell of Nebraska, LLC	402/733-1757
7516 N 30th Street		Omaha	NE	68112	HAZA Bell of Nebraska, LLC	402/451-3845
5139 North 90th Street		Omaha	NE	68134	HAZA Bell of Nebraska, LLC	402/572-7414
8013 South 84th Street		La Vista	NE	68128	HAZA Bell of Nebraska, LLC	402/331-2502
12075 W. Center Rd.	Center-	Omaha	NE	68144	HAZA Bell of Nebraska, LLC	402/330-3902
2812 South 84th Street		Omaha	NE	68124	HAZA Bell of Nebraska, LLC	402/391-4101
4105 Twin Creek Dr.		Bellevue	NE	68123	HAZA Bell of Nebraska, LLC	402/293-5600
13725 Q. Street		Omaha	NE	68137	HAZA Bell of Nebraska, LLC	402/891-1421
5310 South 108th Street		Omaha	NE	68137	HAZA Bell of Nebraska, LLC	402/537-8007
4801 L St		Omaha	NE	68117	HAZA Bell of Nebraska, LLC	402/733-0685
18370 Wright St		Omaha	NE	68130	HAZA Bell of Nebraska, LLC	402/697-5027
14606 W Maple Rd		Omaha	NE	68116	HAZA Bell of Nebraska, LLC	402/445-4546
3855 Dodge Street		Omaha	NE	68131	HAZA Bell of Nebraska, LLC	402/551-8683
17130 Evans Plz		Omaha	NE	68116	HAZA Bell of Nebraska, LLC	402/289-2709
7710 Olson Drive		Papillion	NE	68046	HAZA Bell of Nebraska, LLC	402/339-1875
16845 Polk Plaza		Omaha	NE	68135	HAZA Bell of Nebraska, LLC	402/896-8146
6110 N 72nd St		Omaha	NE	68134	HAZA Bell of Nebraska, LLC	402/571-7161
10110 South 15th St		Bellevue	NE	68123	HAZA Bell of Nebraska, LLC	402/291-3073
4331 Ogeechee Rd		Savannah	GA	31405	Savannah Service & Food (YUM), LLC	912/358-2901
6000 South SR 48		Maineville	OH	45039	CTI Restaurants, Inc.	513/480-0167
384 S Mayo Trail		Pikeville	KY	41501	Charter Foods, Inc.	606/653-6572
501 15th St. N.e.		Auburn	WA	98002	Northwest Restaurants, Inc.	253/735-1774
11624 124th NE		Kirkland	WA	98034	Northwest Restaurants, Inc.	425/821-9333
21131 State Route 410 E		Bonney Lake	WA	98391	Northwest Restaurants, Inc.	253/862-3399
710 Auburn Way S		Auburn	WA	98002	Northwest Restaurants, Inc.	253/735-1544
18812 International Blvd.		Seatac	WA	98188	Northwest Restaurants, Inc.	206/243-8171
5650 Martin Way		Lacey	WA	98516	Northwest Restaurants, Inc.	360/923-2141
19025 State Route 2		Monroe	WA	98272	Northwest Restaurants, Inc.	360/794-4110
1110 North 90th Street		Seattle	WA	98103	Northwest Restaurants, Inc.	206/729-0986
5918 15th Avenue NW		Seattle	WA	98107	Northwest Restaurants, Inc.	206/781-1815
182 Trosper Rd SW		Tumwater	WA	98501	Northwest Restaurants, Inc.	360/754-0710
17105 27th Avenue NE		Marysville	WA	98271	Northwest Restaurants, Inc.	360/654-1362
3729 116th St NE		Marysville	WA	98270	Northwest Restaurants, Inc.	360/658-9094
1245 Rush Rd.		Napavine	WA	98532	Northwest Restaurants, Inc.	360/748-3181
5308 176th St. East		Tacoma	WA	98446	Northwest Restaurants, Inc.	253/847-8119
5520 Corporate Center Lane SE		Lacey	WA	98503	Northwest Restaurants, Inc.	360/456-2032
328 Meridian Avenue East		Milton	WA	98354	Northwest Restaurants, Inc.	253/927-1382
1075 N Main Street		Elburn	IL	60119	AG Bells II LLC	331/303-0302
357 Mountain Parkway		Salyersville	KY	41465	Charter Central, LLC	606/767-5347
2165A White Plains Road		Bronx	NY	10462	United White Plains LLC	347/398-9550
358 Singing Oaks		Bulverde	TX	78070	Delect Foods, LLC	830/460-3057
79 Market Dr		Athol	MA	01331	Charter Foods North, LLC	978/248-8089
31-22 Farrington Street		Flushing	NY	11354	Farrington Taco LLC	929/468-2525
58A Fulton Street		New York	NY	10038	58A Fulton Taco Bell LLC	212/233-0848
1265 State Rd 436		Casselberry	FL	32707	Florida Bells, LLC	407/676-5515
150 Brett Dr.		Midwest City	OK	73110	O&M TB, LLC	405/455-8560
621 W Henderson St		Cleburne	TX	76033	Southern Multifoods, Inc.	817/641-8282
2769 W Washington Blvd		Stephenville	TX	76401	Southern Multifoods, Inc.	254/965-4312
6605 Wesley Street		Greenville	TX	75401	Southern Multifoods, Inc.	903/450-4232
2008 N. Main St.		Cleburne	TX	76033	Southern Multifoods, Inc.	817/645-9571
4380 Youngstown Poland Rd		Youngstown	OH	44514	Charter Central, LLC	330/755-1966
5185 Turney Rd.		Garfield Heights	OH	44125	Charter Central, LLC	216/663-2978
5780 Broadview Rd		Parma	OH	44134	Charter Central, LLC	216/459-1894
2752 Elm Road		Warren	OH	44483	Charter Central, LLC	330/372-4062
100 Richmond St.		Painesville	OH	44077	Charter Central, LLC	440/354-8226

10800 Lorain Ave		Cleveland	OH	44111	Charter Central, LLC	216/941-8200
4523 Mahoning Avenue		Austintown	OH	44515	Charter Central, LLC	330/270-5458
473 South Street		Warren	OH	44483	Charter Central, LLC	330/394-0060
5840 Memphis Avenue		Cleveland	OH	44144	Charter Central, LLC	216/661-4857
1327 Youngstown-Warren Rd		Niles	OH	44446	Charter Central, LLC	330/544-5338
1990 East State St		Hermitage	PA	16148	Charter Central, LLC	724/981-2822
7753 Mentor Avenue		Mentor	OH	44060	Charter Central, LLC	440/942-1261
3314 Steelyard Drive		Cleveland	OH	44109	Charter Central, LLC	216/661-7750
15570 W High St		Middlefield	OH	44062	Charter Central, LLC	440/632-0457
4419 Mahoning Ave NW		Warren	OH	44483	Charter Central, LLC	330/847-2380
430 S Hermitage Rd		Hermitage	PA	16148	Charter Central, LLC	724/981-4020
821 SW Wilshire Blvd.		Burleson	TX	76028	Southern Multifoods, Inc.	817/295-6381
19901 Highway 155		Flint	TX	75762	R2 Restaurants, Inc.	903/825-1946
1205 N. Houston Levee Rd.		Cordova	TN	38018	Pacific Bells, LLC	901/754-5545
10859 Us Highway 98 W		Miramar Beach	FL	32550	RGT Foods, Inc.	850/279-4360
4725 Golden Triangle Blvd		Fort Worth	TX	76244	Southern Multifoods, Inc.	817/562-4030
4614 S Damen Ave		Chicago	IL	60609	Diza Tacos Little Village, LLC	312/550-8345
1706 W. Columbia St.		Farmington	MO	63640	K-Mac Enterprises, Inc.	573/756-1764
4747 Coldwater Rd		Fort Wayne	IN	46825	Delight TB Indiana 4 LLC	260/484-6114
1606 S Nappanee St		Elkhart	IN	46516	Delight TB Indiana 4 LLC	574/295-3640
2924 Frontage Rd		Warsaw	IN	46580	Delight TB Indiana 4 LLC	574/269-1119
3320 Saint Joe Center Rd		Fort Wayne	IN	46835	Delight TB Indiana 4 LLC	260/486-0688
1298 S 11th St		Niles	MI	49120	Delight TB Indiana 4 LLC	269/684-1010
221 W Lasalle Ave		South Bend	IN	46601	Delight TB Indiana 4 LLC	574/233-3431
340 W Jefferson Blvd		Fort Wayne	IN	46802	Delight TB Indiana 4 LLC	260/420-0001
2810 N Jefferson St.		Huntington	IN	46750	Delight TB Indiana 2 LLC	260/356-1647
1126 W. 7th St.		Auburn	IN	46706	Delight TB Indiana 2 LLC	260/925-2530
6343 W. Jefferson Blvd.		Fort Wayne	IN	46804	Delight TB Indiana 2 LLC	260/436-6085
2020 N. Coliseum Blvd.		Fort Wayne	IN	46805	Delight TB Indiana 2 LLC	260/424-0801
6608 Lima Road		Fort Wayne	IN	46818	Delight TB Indiana 2 LLC	260/497-9452
10117 Lima Road		Fort Wayne	IN	46818	Delight TB Indiana 2 LLC	260/489-3798
231 E Ireland Road		South Bend	IN	46614	Delight TB Indiana 1 LLC	574/291-9550
701 West Pike St		Goshen	IN	46526	Delight TB Indiana 1 LLC	574/534-1480
2817 Lincoln Way East		Mishawaka	IN	46544	Delight TB Indiana 1 LLC	574/258-4906
536 West McKinley Road		Mishawaka	IN	46545	Delight TB Indiana 1 LLC	574/255-8900
3505 S Main St		Elkhart	IN	46517	Delight TB Indiana 1 LLC	574/293-3383
2508 Cassopolis St		Elkhart	IN	46514	Delight TB Indiana 1 LLC	574/262-3716
534 West 300 North		Warsaw	IN	46582	Delight TB Indiana 3 LLC	574/267-1661
3950 East DuPont Rd		Fort Wayne	IN	46825	Delight TB Indiana 3 LLC	260/471-7313
55560 Ash Road		Elkhart	IN	46514	Delight TB Indiana 3 LLC	574/674-6071
1209 Reckeweg Road		Fort Wayne	IN	46804	Delight TB Indiana 3 LLC	260/436-7229
4510 Elkhart Road		Elkhart	IN	46517	Delight TB Indiana 3 LLC	574/875-4090
175 Dyckman Street		New York	NY	10034	GFE Nostrand Avenue LLC	917/475-1272
179 Northumberland St		Danville	PA	17821	Danville Bell OPS LLC	570/284-4282
121 Costco Drive		Pittsburgh	PA	15205	Charter Central, LLC	412/851-3261
809 Grand Street		Brooklyn	NY	11211	GFE Nostrand Avenue LLC	929/379-4030
381 W Highway 303		Grand Prairie	TX	75051	Kumar Management, Corporation SW	972/263-6061
5401 S Cooper St		Arlington	TX	76017	Kumar Management, Corporation SW	817/472-9404
395 N Hwy 67		Cedar Hill	TX	75104	Kumar Management, Corporation SW	972/291-2369
2364 East Pioneer Parkway		Arlington	TX	76010	Kumar Management, Corporation SW	817/794-0901
1316 South Cooper Street		Arlington	TX	76013	Kumar Management, Corporation SW	817/277-8042
215 South Watson Road		Arlington	TX	76010	Kumar Management, Corporation SW	817/652-9583
728 E Main St		Grand Prairie	TX	75050	Kumar Management, Corporation SW	972/266-8468
1606 E Belt Line Rd.		Richardson	TX	75081	North Texas Bells, LLC	972/783-4689
404 N Central Expressway		McKinney	TX	75070	North Texas Bells, LLC	972/562-0649
5005 Main Street		The Colony	TX	75056	North Texas Bells, LLC	972/625-6978
150 W. Parker Rd.		Plano	TX	75075	North Texas Bells, LLC	972/423-0036
855 W Main St		Lewisville	TX	75067	North Texas Bells, LLC	972/436-7472
4151 LBJ Fwy		Dallas	TX	75244	North Texas Bells, LLC	972/239-4456
4616 Frankford Road		Dallas	TX	75287	North Texas Bells, LLC	972/735-0923
5402 Rowlett Road		Rowlett	TX	75088	North Texas Bells, LLC	972/475-7092
2124 Sadau Ct.		Denton	TX	76205	North Texas Bells, LLC	940/243-1348
115 North Denton Tap Road		Coppell	TX	75019	North Texas Bells, LLC	972/471-1418

2708 Flower Mound Road		Flower Mound	TX	75028	North Texas Bells, LLC	972/724-0191
505 West McDermott Drive		Allen	TX	75002	North Texas Bells, LLC	972/727-8226
11829 Abrams Road		Dallas	TX	75243	North Texas Bells, LLC	214/575-6201
320 N. Custer Rd.		McKinney	TX	75070	North Texas Bells, LLC	972/540-6530
3178 Lavon Dr.		Garland	TX	75040	North Texas Bells, LLC	972/414-8410
681 Fort Worth Ave		Denton	TX	76201	North Texas Bells, LLC	940/383-9862
502 S Garland Ave		Garland	TX	75040	North Texas Bells, LLC	972/494-5062
1311 S State Highway 121		Lewisville	TX	75067	North Texas Bells, LLC	972/420-1478
3561 Plano Parkway		The Colony	TX	75056	North Texas Bells, LLC	214/469-1946
9500 Diamond Centre Dr		Mentor	OH	44060	Charter Central, LLC	440/299-7165
6726 Deerfoot Parkway		Pinson	AL	35126	Tacala, LLC	205/683-8780
201 E. Washington, Suite 105		Phoenix	AZ	85004	Hot Tacos, Inc.	602/296-4054
13-5 Beach Channel Drive		Far Rockaway	NY	11691	United White Plains LLC	347/619-8585
702 Main St NE		Hanceville	AL	35077	Tacala, LLC	256/787-2170
7730 Sunrise Blvd.		Citrus Heights	CA	95610	Pacific Bells, LLC	916/725-3248
2891 Zinfandel Dr		Rancho Cordova	CA	95670	Pacific Bells, LLC	916/631-8619
4041 Manzanita Avenue		Carmichael	CA	95608	Pacific Bells, LLC	916/481-3370
6031 Greenback Lane		Citrus Heights	CA	95621	Pacific Bells, LLC	916/723-5774
4343 Sunrise Blvd		Fair Oaks	CA	95628	Pacific Bells, LLC	916/965-8953
1302 S. 4th Street		Nashville	AR	71852	K-Mac Enterprises, Inc.	870/451-9616
204 Markland Avenue		Kokomo	IN	46901	K-Mac Enterprises, Inc.	765/457-4476
1728 East Robinson Avenue		Springdale	AR	72764	K-Mac Enterprises, Inc.	479/756-1354
295 W Highland		San Bernardino	CA	92405	SERJ Taco California, LLC	909/881-2719
41170 Big Bear Blvd		Big Bear Lake	CA	92315	SERJ Taco California, LLC	909/866-7778
2525 Highland Ave		Highland	CA	92346	SERJ Taco California, LLC	909/862-0856
797 2nd Street		San Bernardino	CA	92408	SERJ Taco California, LLC	909/885-8938
800 Pointe Tremble Rd		Algonac	MI	48001	SOMA Enterprises LLC	810/512-8048
727 Roosevelt Avenue		Enumclaw	WA	98022	Pacific Bells, LLC	360/825-1451
3816 Red Bluff Rd		Pasadena	TX	77503	Mas Restaurant Group, LLC	713/472-5505
1755 W Main		League City	TX	77573	Mas Restaurant Group, LLC	281/332-1969
6907 Highway 6 South		Houston	TX	77083	Mas Restaurant Group, LLC	281/879-9882
1660 S Loop 35		Alvin	TX	77511	Mas Restaurant Group, LLC	281/585-3026
120 Pasadena Blvd		Pasadena	TX	77506	Mas Restaurant Group, LLC	713/472-8721
12025 Greenspoint Dr		Houston	TX	77060	Mas Restaurant Group, LLC	281/876-1200
1082 Edgebrook Dr		Houston	TX	77034	Mas Restaurant Group, LLC	713/941-3140
14601 Memorial		Houston	TX	77079	Mas Restaurant Group, LLC	281/496-4840
3408 1st Street		Rosenberg	TX	77471	Mas Restaurant Group, LLC	281/341-9292
207 West Hwy 332		Lake Jackson	TX	77566	Mas Restaurant Group, LLC	979/297-9040
6800 Garth Rd		Baytown	TX	77521	Mas Restaurant Group, LLC	281/421-0880
2110 North Main		Pearland	TX	77581	Mas Restaurant Group, LLC	281/997-8960
1610 West Church		Livingston	TX	77351	Mas Restaurant Group, LLC	936/327-4166
6436 Antoine Dr		Houston	TX	77091	Mas Restaurant Group, LLC	713/290-0994
10 E Crosstimbers St.		Houston	TX	77022	Mas Restaurant Group, LLC	713/694-0189
1710 Kingwood Drive		Kingwood	TX	77339	Mas Restaurant Group, LLC	281/358-0268
12543 Westheimer		Houston	TX	77077	Mas Restaurant Group, LLC	281/679-1899
5600 Bellaire		Houston	TX	77081	Mas Restaurant Group, LLC	713/665-0356
435 W. South Line		Cleveland	TX	77327	Mas Restaurant Group, LLC	281/593-1305
5818 Richmond Avenue		Houston	TX	77057	Mas Restaurant Group, LLC	713/952-8581
2607 Hwy 36 South		Brenham	TX	77833	Mas Restaurant Group, LLC	979/277-9262
7720 West Bellfort		Houston	TX	77071	Mas Restaurant Group, LLC	713/995-8267
15797 Jfk Blvd		Houston	TX	77032	Mas Restaurant Group, LLC	281/590-5601
1830 Highway 90		Liberty	TX	77575	Mas Restaurant Group, LLC	936/336-6151
3034 Ella Blvd		Houston	TX	77018	Mas Restaurant Group, LLC	713/802-9794
2245 West Holcombe Blvd		Houston	TX	77030	Mas Restaurant Group, LLC	713/661-8122
1223 Gessner Drive		Houston	TX	77055	Mas Restaurant Group, LLC	713/468-5311
2475 South Highway 6		Houston	TX	77077	Mas Restaurant Group, LLC	281/589-0791
5511 Highway 6		Missouri City	TX	77459	Mas Restaurant Group, LLC	281/208-1636
3720 Old Spanish Trail		Houston	TX	77021	Mas Restaurant Group, LLC	713/842-2137
3140 Fm 1960 W		Humble	TX	77338	Mas Restaurant Group, LLC	281/821-8612
10006 Cypresswood Drive		Houston	TX	77070	Mas Restaurant Group, LLC	281/477-0722
11623 Shadowcreek Parkway		Pearland	TX	77584	Mas Restaurant Group, LLC	713/340-0936
13230 Grant Road		Cypress	TX	77429	Mas Restaurant Group, LLC	281/257-9924
3802 FM 762		Rosenberg	TX	77469	Mas Restaurant Group, LLC	832/595-1734

3956 Little York Rd.		Houston	TX	77093	Mas Restaurant Group, LLC	281/227-3260
5550 Orem Drive		Houston	TX	77045	Mas Restaurant Group, LLC	713/636-2516
3520 Garth Rd		Baytown	TX	77521	Mas Restaurant Group, LLC	281/427-1440
2681 Rayford Rd		Spring	TX	77386	Mas Restaurant Group, LLC	281/298-7514
10535 Bissonnet		Houston	TX	77099	Mas Restaurant Group, LLC	281/933-8224
11719 Hwy 6 South		Sugar Land	TX	77498	Mas Restaurant Group, LLC	281/494-4684
24300 Eastex Frwy.		Kingwood	TX	77339	Mas Restaurant Group, LLC	281/358-0334
34003 Katy Freeway		Brookshire	TX	77423	Mas Restaurant Group, LLC	281/934-3100
7422 South Sam Houston Pkwy		Houston	TX	77085	Mas Restaurant Group, LLC	713/283-1573
4000 Pansy Rd.		Pasadena	TX	77505	Mas Restaurant Group, LLC	281/991-1583
28638 NORTHWEST FWY		Cypress	TX	77433	Mas Restaurant Group, LLC	281/256-9215
7967 Grand Parkway		Richmond	TX	77407	Mas Restaurant Group, LLC	281/762-0501
20440 SW Freeway		Richmond	TX	77469	Mas Restaurant Group, LLC	281/342-4444
1611 N. Mechanic St.		El Campo	TX	77437	Mas Restaurant Group, LLC	979/534-2141
8030 FM 1464		Richmond	TX	77407	Mas Restaurant Group, LLC	281/302-6147
15740 North Freeway		Houston	TX	77090	Mas Restaurant Group, LLC	281/443-0969
9521 Eagle Dr.		Mont Belvieu	TX	77523	Mas Restaurant Group, LLC	281/385-2111
28785 Birnham Woods Dr.		Spring	TX	77386	Mas Restaurant Group, LLC	281/288-9336
5211 34th Street		Houston	TX	77092	Mas Restaurant Group, LLC	713/316-9377
1817 S. Shepherd Dr.		Houston	TX	77019	Mas Restaurant Group, LLC	713/528-0054
455 N Main St		Vidor	TX	77662	Mas Restaurant Group, LLC	409/769-5002
835 Texas Ave		Bridge City	TX	77611	Mas Restaurant Group, LLC	409/735-9135
2816 Hwy 365		Nederland	TX	77627	Mas Restaurant Group, LLC	409/724-7290
239 S. Main St.		Lumberton	TX	77657	Mas Restaurant Group, LLC	409/755-2880
4630 Twin City Hwy		Groves	TX	77619	Mas Restaurant Group, LLC	409/962-5669
7506 Westheimer Rd.		Houston	TX	77063	Mas Restaurant Group, LLC	713/789-1972
6105 Eastex Freeway		Beaumont	TX	77706	Mas Restaurant Group, LLC	409/898-3366
2901 16th Street		Orange	TX	77630	Mas Restaurant Group, LLC	409/219-7811
3155 S Loop West		Houston	TX	77054	Mas Restaurant Group, LLC	713/592-6777
6365 Phelan Blvd		Beaumont	TX	77706	Mas Restaurant Group, LLC	409/866-3025
3725 College Street		Beaumont	TX	77701	Mas Restaurant Group, LLC	409/835-4402
3950 Walden Rd		Beaumont	TX	77705	Mas Restaurant Group, LLC	409/842-2232
9601 Westheimer Rd		Houston	TX	77063	Mas Restaurant Group, LLC	713/782-1508
1025 Dixie Drive		Clute	TX	77531	Mas Restaurant Group, LLC	979/266-8758
5425 Aldine Mail Rte.		Houston	TX	77039	Mas Restaurant Group, LLC	281/227-0340
361 E. Fordham Road		Bronx	NY	10458	G.F. Enterprise LLC	347/591-4922
230 Varick Street		New York	NY	10014	230 Varick Taco Bell LLC	646/823-9315
555 N.W. Gilman Blvd.		Issaquah	WA	98027	Northwest Restaurants, Inc.	425/678-2705
2809 S. Front St		Philadelphia	PA	19148	VB Preferred QSR, LLC	267/857-0570
21805 Center Ridge Road		Rocky River	OH	44116	Pacific Bells, LLC	440/331-3139
720 Hoosick Road		Troy	NY	12180	Hospitality Syracuse, Inc.	518/326-0248
2168 Rock Port Rd.		Harrisonburg	VA	22801	Charter Central, LLC	540/208-1573
6035 Bergenline Avenue		West New York	NJ	07093	Fiesta West NY LLC	201/854-9711
2343 E Wheeling Avenue		Cambridge	OH	43725	Charter Foods North, LLC	740/498-0350
2186 Memorial Highway		Dallas	PA	18612	Dallas Bell OPS LLC	570/310-0359
201 North 44th Ave. W		Duluth	MN	55807	Border Foods, LLC	218/302-5031
2010 Ross Osage		Amarillo	TX	79103	Alvarado Concepts, LLC	806/331-3977
5807 SW 45th Ave		Amarillo	TX	79109	Alvarado Concepts, LLC	806/331-2692
100 20th Ave NE		Center Point	AL	35215	Tacala, LLC	205/624-5520
427 1/2 N Main St		Warsaw	NY	14569	Indus TBNY II Inc.	585/228-2446
16461 US 331 South		Freeport	FL	32439	RGT Foods Cincinnati, Inc.	850/361-2637
1957 W Dewitt Henry Dr		Beebe	AR	72012	K-Mac Enterprises, Inc.	501/882-5833
1194 S Cloverdale Boulevard		Cloverdale	CA	95425	Kumar Management, Corporation	707/669-4189
1614 2ND AVENUE		New York	NY	10028	1614 Second Taco LLC	929/219-3609
5547 West Broadway		Crystal	MN	55428	Border Foods, LLC	612/256-4704
6255 Hollywood Rd		Amarillo	TX	79118	Alvarado Concepts, LLC	806/356-0415
2017 Outlet Blvd		Seymour	IN	47274	C. & M. Smith Restaurants, Inc.	812/271-0631
608 W Lodi Ave		Lodi	CA	95240	Engen Ventures, Inc.	209/369-6656
2380 W Kettleman Ln		Lodi	CA	95242	Engen Ventures, Inc.	209/369-3359
1364 Business Park Dr		Lodi	CA	95240	Engen Ventures, Inc.	209/369-8802
1500 east Main Street		Barstow	CA	92311	Alvarado Restaurant Group, LLC	760/255-2142
13980 S John Young Pkwy		Orlando	FL	32837	Bravo Foods, LLC	321/300-2386
1100 S. Red River Expressway		Burkburnett	TX	76354	North Texas Bells, LLC	940/215-5762

3225 SW 3rd Street		Lees Summit	MO	64081	Royal City Bell, LLC	913/728-0269
349 Walmart Supercenter Dr.		Siler City	NC	27344	Luihn VantEdge Partners, LLC	984/265-3804
1444 Main Street		Chipley	FL	32428	RGT Foods Cincinnati, Inc.	850/638-9490
11108 East 41st Street		Tulsa	OK	74146	K-Mac Enterprises, Inc.	918/828-4632
2203 E Hubbard St.		Mineral Wells	TX	76067	Kumar Management, Corporation SW	940/468-2744
126 S. Ronald Reagan Blvd.		Longwood	FL	32750	Bravo Foods, LLC	321/422-0527
905 Heritage Drive		Elverson	PA	19520	Oak Restaurants, LLC	610/901-3874
~117 State Street		Proctorville	OH	45669	Charter Central, LLC	220/201-5150
246 E 23rd St		New York	NY	10010	246 23rd Taco LLC	929/506-5692
22-24 31st Street		Astoria	NY	11105	2224 31st Taco LLC	929/487-0952
460 Alfred Street		Biddeford	ME	04005	Charter Foods North, LLC	207/464-4714
1363 Washington		Portland	ME	04103	Charter Foods North, LLC	207/405-2386
230 Western Avenue		Augusta	ME	04330	Charter Foods North, LLC	207/248-8563
12405 W. Lisbon Rd.		Brookfield	WI	53005	Pacific Bells, LLC	262/790-1525
9263 Culebra Ave		San Antonio	TX	78251	DDO1-Texas, LLC	210/890-1370
26688 Centerview Dr.		Millsboro	DE	19966	Delaware Restaurants, LLC	302/663-4875
441 Highway 105		Monument	CO	80132	Alvarado Concepts, LLC	719/488-0190
30850 Stagecoach		Evergreen	CO	80439	Alvarado Concepts, LLC	303/679-0506
217 Metzler Drive		Castle Rock	CO	80104	Alvarado Concepts, LLC	303/660-2680
95 Rio Grande		Castle Rock	CO	80104	Alvarado Concepts, LLC	720/379-7215
1065 S. 1st Street		Bennett	CO	80102	Alvarado Concepts, LLC	303/644-4171
50 Telep Ave		Johnstown	CO	80534	Alvarado Concepts, LLC	970/587-8782
2350 Legacy Circle		Elizabeth	CO	80107	Alvarado Concepts, LLC	303/646-1313
4645 Weitzel Street		Timnath	CO	80547	Alvarado Concepts, LLC	970/493-0036
2681 Lake Tahoe Blvd		South Lake Tahoe	CA	96150	T & K, L.P.	530/544-0409
1717 Grass Valley Hwy		Auburn	CA	95603	T & K, L.P.	530/823-2445
555 South Auburn Street	Colfax Shopping	Colfax	CA	95713	T & K, L.P.	530/346-7528
1895 Auburn Ravine Road		Auburn	CA	95603	T & K, L.P.	530/885-3318
8491 North Lake Blvd	Kings Beach	Kings Beach	CA	96143	T & K, L.P.	530/546-2215
1060 Emerald Bay Road	South Y Center	South Lake Tahoe	CA	96150	T & K, L.P.	530/544-5114
4071 E. Ventura St.		Fresno	CA	93702	Pacific Bells, LLC	559/252-2133
2921 E Busch Blvd		Tampa	FL	33612	Jett Florida Bells, LLC	813/935-4169
16020 Mapledale Blvd		Tampa	FL	33624	Jett Florida Bells, LLC	813/960-3702
2031 E Bearss Ave		Tampa	FL	33613	Jett Florida Bells, LLC	813/971-8743
11140 Springhill Blvd		Spring Hill	FL	34609	Jett Florida Bells, LLC	352/688-2196
11007 North Dale Mabry		Tampa	FL	33618	Jett Florida Bells, LLC	813/961-2003
22744 State Rd. 54		Lutz	FL	33549	Jett Florida Bells, LLC	813/949-7866
3886 Sun City Center		Ruskin	FL	33570	Jett Florida Bells, LLC	813/633-8643
5406 County Rd 581		Wesley Chapel	FL	33543	Jett Florida Bells, LLC	813/994-9474
2220 Commercial Way		Spring Hill	FL	34606	Jett Florida Bells, LLC	352/684-6776
17402 Dona Michelle Dr		Tampa	FL	33647	Jett Florida Bells, LLC	813/631-8699
13390 Cortez Blvd		Brooksville	FL	34613	Jett Florida Bells, LLC	352/597-2300
6025 North US 301		Ellenton	FL	34222	Jett Florida Bells, LLC	941/723-1749
25630 Sierra Center Blvd		Lutz	FL	33559	Jett Florida Bells, LLC	813/948-4773
3763 South Suncoast Blvd.		Homosassa	FL	34448	Jett Florida Bells, LLC	352/628-0027
13032 US 301 S		Riverview	FL	33578	Jett Florida Bells, LLC	813/671-0113
17884 Aprile Dr		Lutz	FL	33558	Jett Florida Bells, LLC	813/948-1101
3112 Anderson Snow Rd		Spring Hill	FL	34609	Jett Florida Bells, LLC	352/796-8280
1910 South Horner Blvd		Sanford	NC	27330	Luihn VantEdge Partners, LLC	919/775-3545
826 Highway 27 E		Albemarle	NC	28001	Luihn VantEdge Partners, LLC	704/982-6394
1306 Scotland Crossing		Laurinburg	NC	28352	Luihn VantEdge Partners, LLC	910/277-0035
2152 Rockford St		Mount Airy	NC	27030	Luihn VantEdge Partners, LLC	336/719-2222
1221 E Broad St		Rockingham	NC	28379	Luihn VantEdge Partners, LLC	910/997-2006
12529 Shelbyville Rd		Middletown	KY	40243	ABTB Louisville LLC	502/245-4051
9102 Taylorsville Rd		Jeffersontown	KY	40299	ABTB Louisville LLC	502/499-2305
2801 W Broadway Ave		Louisville	KY	40211	ABTB Louisville LLC	502/485-5590
6501 Paramount Park Dr.		Louisville	KY	40213	ABTB Louisville LLC	502/966-9865
3125 Poplar Level Rd.		Louisville	KY	40213	ABTB Louisville LLC	502/637-1991
1805 Blankenbaker Parkway		Louisville	KY	40299	ABTB Louisville LLC	502/240-5542
12434 LaGrange Rd.		Louisville	KY	40245	ABTB Louisville LLC	502/243-4806
7420 Westport Road		Louisville	KY	40222	ABTB Louisville LLC	502/805-6142
609 Horning Street		San Jose	CA	95112	Kumar Management, Corporation	669/699-0601
3801 International Blvd		Brownsville	TX	78521	Southern Multifoods, Inc.	956/504-7197

3581 St Rose Parkway		Henderson	NV	89052	Silver State Bell, LLC	702/675-8018
2503 Lafayette Avenue		Crawfordsville	IN	47933	K-Mac Enterprises, Inc.	765/323-2607
24541 Copper Hill Drive		Valencia	CA	91354	JJC Foods, LLC	661/857-8550
12120 75th St		Kenosha	WI	53142	Albor Restaurant Group, LLC	262/237-8786
2230 3rd. Ave SE		Rochester	MN	55904	Border Foods, LLC	507/322-4545
3509 N Harlem		Chicago	IL	60634	AG Bells II LLC	773/685-7066
825 W North Ave		Melrose Park	IL	60160	AG Bells II LLC	708/343-8060
3143 N Milwaukee Ave		Chicago	IL	60618	AG Bells II LLC	773/539-2762
2222 Green Bay Rd		North Chicago	IL	60064	AG Bells II LLC	847/473-4230
2225 S Cicero Avenue		Cicero	IL	60804	AG Bells II LLC	708/652-6161
7535 N Harlem Ave		Niles	IL	60714	AG Bells II LLC	847/647-1809
322 W State Route 173		Antioch	IL	60002	AG Bells II LLC	847/395-0080
801 W Main St		Lake Zurich	IL	60047	AG Bells II LLC	847/550-8226
3511 Devon Avenue		Chicago	IL	60659	AG Bells II LLC	773/588-9712
1757 Waukegan		Glenview	IL	60025	AG Bells II LLC	847/486-0660
115 S. State Route 83		Grayslake	IL	60030	AG Bells II LLC	847/548-2290
10710 Main St		Richmond	IL	60071	AG Bells II LLC	815/678-7800
325 S Division St		Harvard	IL	60033	AG Bells II LLC	815/943-7481
8329 Skokie Blvd		Skokie	IL	60076	AG Bells II LLC	847/679-8980
6622 W. Fullerton Ave.		Chicago	IL	60639	AG Bells II LLC	773/237-4661
51 W. North Avenue		Northlake	IL	60164	AG Bells II LLC	708/492-1337
2721 Rose Street		Franklin Park	IL	60131	AG Bells II LLC	847/455-0979
13320 S Highway 47		Huntley	IL	60142	AG Bells II LLC	847/515-8214
420 Virginia St		Crystal Lake	IL	60014	AG Bells II LLC	815/459-3377
137 S Western Ave		Carpentersville	IL	60110	AG Bells II LLC	847/426-8880
6360 Grand Ave		Gurnee	IL	60031	AG Bells II LLC	847/855-0190
582 Main NW		Bourbonnais	IL	60914	AG Bells II LLC	815/935-1758
2942 Riverstone Court		Kankakee	IL	60901	AG Bells II LLC	815/802-9914
9870 N Milwaukee		Des Plaines	IL	60016	AG Bells II LLC	847/298-0764
2566 Skokie Valley Rd		Highland Park	IL	60035	AG Bells II LLC	847/433-1912
1209 W Lincoln Hwy		De Kalb	IL	60115	AG Bells II LLC	815/756-7947
1301 Dekalb Avenue		Sycamore	IL	60178	AG Bells II LLC	815/895-3660
405 Locust Street		Sterling	IL	61081	AG Bells II LLC	815/625-3144
1312 North Galena Avenue		Dixon	IL	61021	AG Bells II LLC	815/284-8228
134 South Randall Road		Batavia	IL	60510	AG Bells II LLC	630/326-9030
1950 Bircher Rd		Saint Charles	IL	60174	AG Bells II LLC	630/208-9477
2036 State Route 50 North		Bourbonnais	IL	60914	AG Bells II LLC	815/936-7475
1221 N Caron Rd Unit 700		Rochelle	IL	61068	AG Bells II LLC	815/561-0711
9467 W HIGGINS RD		Rosemont	IL	60018	AG Bells II LLC	847/653-6430
3350 W. Roosevelt Rd		Chicago	IL	60624	AG Bells II LLC	773/826-9324
1439 N Milwaukee Avenue		Chicago	IL	60622	AG Bells II LLC	773/661-2607
3365 S Martin Luther King		Chicago	IL	60653	AG Bells II LLC	312/796-5602
19800 US Route 20		Marengo	IL	60152	AG Bells II LLC	815/596-1379
407 S. Dearborn		Chicago	IL	60605	AG Bells II LLC	773/904-2737
2432 N Milwaukee Ave		Chicago	IL	60647	AG Bells II LLC	773/697-7809
6631 South Cicero		Chicago	IL	60638	AG Bells II LLC	773/498-2642
2407 N. Clark Street		Chicago	IL	60614	AG Bells II LLC	773/698-6555
1004 Glenbrook Way		Hendersonville	TN	37075	KC Bell, Inc.	615/338-9909
27750 Juban Rd	Suite A	Denham Springs	LA	70726	B & G Food Enterprises, LLC	225/304-5334
450 Highway 53		Poplar Bluff	MO	63901	K-Mac Enterprises, Inc.	573/609-8792
2047 E. Independence St		Springfield	MO	65804	K-Mac Enterprises, Inc.	417/889-2271
977 Merchant Street		Vacaville	CA	95688	Quikserve Concepts, Inc.	707/225-0401
2005 N. St.		Newman	CA	95360	Quikserve Kern, Inc.	209/201-0432
3701 Slauson Avenue		Maywood	CA	90270	T&T Taco, LLC	323/581-8576
2057 Nashville Pike		Gallatin	TN	37066	KC Bell, Inc.	615/675-0035
345 Main Street		Waterville	ME	04901	Charter Foods North, LLC	207/707-5372
4249 Interpark Dr.		Auburn Hills	MI	48326	Great Lakes Taco I LLC	248/838-3117
6602 Reisterstown Rd		Baltimore	MD	21215	Jalapeno Taco, LLC	443/529-0105
926 Sheridan Dr.		Carey	OH	43316	G-Made, Inc.	419/396-0186
17005 McConnelsville Road		Caldwell	OH	43724	Fast Food Feeders, Ltd	740/498-0902
45-1130 Kamehameha Hwy	Unit A	Kaneohe	HI	96744	Taco Aloha, Inc.	808/233-4870
200 East Prater Way		Sparks	NV	89431	SSB East Prater, LLC	775/475-4257
191 Disc Dr		Spanish Springs	NV	89436	SSB Disc, LLC	775/689-0232

1395 Big Fish Drive		Sparks	NV	89431	SSB Big Fish, LLC	775/387-1310
9725 Pyramid Way	Bldg. 2	Sparks	NV	89441	SSB Pyramid, LLC	775/387-0129
4539 N. Carson Street		Carson City	NV	89706	SSB North Carson, LLC	775/430-4487
7906 S. Western Avenue		Chicago	IL	60620	AG Bells II LLC	773/424-3609
5350 S Pulaski		Chicago	IL	60632	AG Bells II LLC	872/888-6490
5941 Lone Tree Way		Brentwood	CA	94513	Golden Gate Bell, LLC	925/690-5215
154 Monroe Place		Ashland City	TN	37015	Future Restaurants, LLC	615/657-5132
4443 Blue Parkway Rd		Kansas City	MO	64130	Royal City Bell, LLC	816/601-0903
7205 Murieta Drive		Rancho Murieta	CA	95683	Summit Franchise Management	916/312-5000
1017 E Main Street		Girard	PA	16417	Charter Foods North, LLC	814/402-3191
764 Gap Newport Pike		Avondale	PA	19311	Oak Restaurants, LLC	610/268-2458
1580 Strickler Rd		Mount Joy	PA	17552	Oak Restaurants, LLC	717/476-8377
1136 Benjamin Franklin		Douglassville	PA	19518	Oak Restaurants, LLC	610/575-0050
1260 Yadkinville Rd		Mocksville	NC	27028	Fulenwider Enterprises, Inc.	336/751-7031
1429 S Blaine St		Moscow	ID	83843	CLC Idaho, LLC	208/596-4905
105 Swords Drive		Mattoon	IL	61938	Buddy Bells, Inc.	217/235-1927
1798 Live Oak Street		Beaufort	NC	28516	Hagan & Hagan, Inc.	252/671-0703
2127North Rock Road		Derby	KS	67037	TB Of America, Inc.	316/789-0899
4332 Germanna Highway		Locust Grove	VA	22508	BurgerBusters VIII, L.L.C.	540/412-2468
2300 False River Drive		New Roads	LA	70760	B & G Food Enterprises, LLC	225/713-3310
433 Division St		Stevens Point	WI	54481	Pacific Bells, LLC	715/342-0933
5400 Highway 10 East		Stevens Point	WI	54481	Pacific Bells, LLC	715/345-9736
1280 Shawano Avenue	Tonn	New London	WI	54961	Pacific Bells, LLC	920/982-7499
1092 W. Fulton Street		Waupaca	WI	54981	Pacific Bells, LLC	715/942-0546
1550 Plover Road		Plover	WI	54467	Pacific Bells, LLC	715/344-9301
1601 Madison Avenue		Fort Atkinson	WI	53538	Pacific Bells, LLC	920/563-3300
904 E. US Highway 60		Mountain View	MO	65548	Bell of Mountain View, Inc	417/362-2046
1213 Sam Houston Blvd.		Houston	MO	65483	Bell of Houston, Inc.	417/967-2240
50 Rock Raymond Rd		Downingtown	PA	19335	Oak Restaurants, LLC	484/220-3128
2136 W Mercury Blvd		Hampton	VA	23666	BurgerBusters VIII, L.L.C.	757/778-9635
219 Grove City Road		Slippery Rock	PA	16057	Charter Foods North, LLC	724/790-6140
7680 State Route 45		Lisbon	OH	44432	Fast Food Feeders, Ltd	330/870-0952
1748 Dunlawton Ave		Port Orange	FL	32127	Central Florida KFC, Inc.	386/492-8627
17 South Fort Lauderdale		Fort Lauderdale	FL	33316	Phoenix Cantina of Fort Lauderdale LLC	754/225-4195
14348 S. Bell Road		Homer Glen	IL	60491	AG Bells II LLC	815/306-8105
1006 W. Chicago		Tecumseh	MI	49286	Sundance, Inc.	517/423-7182
1113 E Colorado St		Glendale	CA	91205	C&R Restaurant Group, L.P.	818/956-6167
2411 W US Highway 90		Lake City	FL	32055	Luihn VantEdge Partners, LLC	386/755-4675
808 S Walnut St		Starke	FL	32091	Luihn VantEdge Partners, LLC	904/964-3833
1215 S 6th St		Macclenny	FL	32063	Luihn VantEdge Partners, LLC	904/259-5600
6804 Us Highway 129		Live Oak	FL	32060	Luihn VantEdge Partners, LLC	386/364-4885
2025 North Young Blvd		Chiefland	FL	32626	Luihn VantEdge Partners, LLC	352/493-0012
280 SW Main Blvd		Lake City	FL	32025	Luihn VantEdge Partners, LLC	386/754-1183
1794 Pearl Rd.		Brunswick	OH	44212	Pacific Bells, LLC	330/220-0491
8351 Tyler Blvd.		Mentor	OH	44060	Pacific Bells, LLC	440/974-8650
1281 FOREST AVE		Staten Island	NY	10302	Fiesta Taco Inc.	929/425-1701
7049 10th Street North		Oakdale	MN	55128	Border Foods, LLC	763/273-5504
1722 W. 51st. Street		Tulsa	OK	74107	K-Mac Enterprises, Inc.	539/202-4610
1114 League Line Rd		Conroe	TX	77303	Tacala Austin Corp.	281/845-2306
4331 N. General Bruce Dr.		Temple	TX	76501	Tacala Austin Corp.	254/207-0039
34140 SR 54		Zephyrhills	FL	33543	Jett Florida Bells, LLC	813/779-7876
9506 63rd Drive		Rego Park	NY	11374	9506 63rd Rego Taco LLC	929/487-1150
6695 Sullivan Trail		Wind Gap	PA	18091	Oak Restaurants, LLC	610/442-5347
512 E. Green Street		Champaign	IL	61820	Buddy Bells, Inc.	217/344-9649
7402 Washington Ave.		Ocean Springs	MS	39564	B & G Food Enterprises, LLC	228/382-1082
103 Crossings Mall Road		Elkview	WV	25071	Charter Central, LLC	304/935-0450
310 E Fairmount Ave		Lakewood	NY	14750	Charter Central, LLC	716/526-0340
425 Charles H Dimmock Pwky		Colonial Heights	VA	23834	BurgerBusters VIII, L.L.C.	804/805-9010
1555 N. Clinton St.		Defiance	OH	43512	G-Made, Inc.	419/782-0225
94588 HWY 99E		Junction City	OR	97448	Pacific Bells, LLC	458/217-0480
1237 East Main Street		Weatherford	OK	73096	K-Mac Enterprises, Inc.	405/776-0885
50 S. 48th Place		Ridgefield	WA	98642	Pacific Bells, LLC	360/887-4796
1962 Smoot Ave		Danville	WV	25053	BFS Concepts, Inc.	304/307-2176

1443 W Locust Street		Davenport	IA	52804	Border Foods of Iowa, LLC	563/265-5689
300 Cleveland		Muscatine	IA	52761	Border Foods of Iowa, LLC	563/316-2046
4650 16th Street	South Park Mall	Moline	IL	61265	Border Foods of Iowa, LLC	563/275-2322
1533-38th Street		Rock Island	IL	61201	Border Foods of Iowa, LLC	563/275-2417
2761 Mt Pleasant Street		Burlington	IA	52601	Border Foods of Iowa, LLC	319/209-5100
1102 North 2nd Street		Clinton	IA	52732	Border Foods of Iowa, LLC	563/219-7023
2118 E Main St		Galesburg	IL	61401	Border Foods of Iowa, LLC	309/315-6042
4120 Avenue of the Cities		Moline	IL	61265	Border Foods of Iowa, LLC	563/275-5231
3566 Middle Road		Bettendorf	IA	52722	Border Foods of Iowa, LLC	563/275-5241
4820 Elmore Ave		Davenport	IA	52807	Border Foods of Iowa, LLC	563/275-5249
623 Tenney St		Kewanee	IL	61443	Border Foods of Iowa, LLC	309/767-0095
850 N Henderson St		Galesburg	IL	61401	Border Foods of Iowa, LLC	309/315-6045
201 Maple City Drive		Monmouth	IL	61462	Border Foods of Iowa, LLC	331/330-7390
3860 West Sunshine Street		Springfield	MO	65807	K-Mac Enterprises, Inc.	417/708-2920
2317 N. Kelly Ave		Edmond	OK	73003	O&M TB, LLC	405/509-5854
3056 Ross Clark Cir		Dothan	AL	36301	Tacala, LLC	334/793-4965
935 N Daleville Ave		Daleville	AL	36322	Tacala, LLC	334/245-8505
1087 Ross Clark Circle		Dothan	AL	36303	Tacala, LLC	334/702-4738
602 Boll Weevil Circle		Enterprise	AL	36330	Tacala, LLC	334/523-6785
458 Center Street		Auburn	ME	04210	Charter Foods North, LLC	207/520-5026
4370 NY 42		Monticello	NY	12701	MHF Monticello LLC	845/796-0611
85 Brookside Dr.		Chester	NY	10918	MHF Chester, LLC	845/837-5905
27 S Kinderkamack Rd		Montvale	NJ	07645	MHF Montvale LLC	201/690-6012
5010 Milwaukee Ave		Lubbock	TX	79407	J.P.M., Inc.	806/993-0038
7719 Southtown Crossing		Ft Wayne	IN	46816	Delight TB Indiana 3 LLC	260/203-0979
1114 Woodbury Ave		Council Bluffs	IA	51503	HAZA Bell of Nebraska, LLC	712/796-1151
8831 E Lansing Rd		Durand	MI	48429	Great Lakes Taco, LLC	810/644-6540
116 W Rea Rd		Wauchula	FL	33873	Luihn VantEdge Partners, LLC	863/658-3960
5821 7 Mile Drive		Wildwood	FL	34785	Luihn VantEdge Partners, LLC	352/330-0455
255 W Garfield Blvd		Chicago	IL	60621	Diza Tacos Garfield, LLC	773/415-0656
1101 N. Buckner Tarsney		Grain Valley	MO	64029	Royal City Bell, LLC	816/867-4311
15700 N. US 169 HWY		Smithville	MO	64089	Royal City Bell, LLC	816/873-2360
22 E Chicago Ave		Chicago	IL	60611	Diza Tacos Chicago Ave, LLC	708/593-5390
2150 FM 1488		Hempstead	TX	77445	B & G Food Enterprises of Texas, L.L.C.	979/645-6190
6705 Eastgate Boulevard		Lebanon	TN	37090	Future Restaurants, LLC	615/784-5215
2195 Dave Ward Drive		Conway	AR	72034	K-Mac Enterprises, Inc.	501/764-4774
511 Martin St N		Pell City	AL	35125	Tacala, LLC	205/812-0134
11524 Chapman Highway		Seymour	TN	37865	Tacala Tennessee Corp.	865/577-3430
4660 Northfield Rd		North Randall	OH	44128	Pacific Bells, LLC	216/475-2599
4098 Maplecrest Parkway		Kent	OH	44240	Pacific Bells, LLC	330/677-8887
10901 Garden Grove Blvd		Garden Grove	CA	92843	Cotti Foods Corporation	714/643-8007
5620 N Beeler St		Denver	CO	80239	Alvarado Concepts, LLC	720/657-2126
1022 W 2nd Street		Tifton	GA	31794	Tacala Georgia Corp.	229/386-9536
449 Carolina Avenue		Chester	WV	26034	Charter Central, LLC	304/459-9037
1436 West Ridge Road		Rochester	NY	14615	Hospitality Syracuse, Inc.	585/295-8155
16391 Hwy 72		Rogersville	AL	35652	Tacala, LLC	256/607-3660
3040 Cloverdale Road		Florence	AL	35633	Tacala, LLC	256/648-4455
2315 N Charles G Seivers Blvd		Clinton	TN	37716	Tacala Tennessee Corp.	865/290-0205
6806 Tattersall Way		Birmingham	AL	35242	Tacala, LLC	205/538-0339
3001 N. Broadway		Chicago	IL	60657	Buddy Bells, Inc.	773/348-8922
6445 Cherry Meadow Drive SE		Caledonia	MI	49316	Border Foods, LLC	616/275-4720
2235 STATE ST N		Fairmont	MN	56031	Border Foods, LLC	507/519-2182
1530 Vierling Drive E		Shakopee	MN	55379	Border Foods, LLC	612/439-0540
11535 S.E. Federal Hwy		Hobe Sound	FL	33455	Luihn VantEdge Partners, LLC	561/484-7004
900 K Street		Sacramento	CA	95814	D. G. Smith Enterprises, Inc.	916/550-4302
724 Shaw Rd. East		Puyallup	WA	98372	Northwest Restaurants, Inc.	253/466-5330
120 Highway 72 West		Rolla	MO	65401	K-Mac Enterprises, Inc.	417/413-5350
25020 75th Street		Paddock Lake	WI	53168	Buddy Bells, Inc.	262/843-5110
83-10 Astoria Blvd		East Elmhurst	NY	11370	8310 Astoria, LLC	929/487-1525
1160 N. Clark		Chicago	IL	60610	Diza Tacos Clark and Division, LLC	708/723-3635
1828 Bohicket Road		Johns Island	SC	29455	J.E.M. Restaurant Group, Inc.	843/974-1290
2707 N. Grandview		Waukesha	WI	53188	Albor Restaurant Group, LLC	262/290-5780
18463 Road 23		Madera	CA	93637	Quikserve Kern, Inc.	559/479-5534

211 Main Street		Harleysville	PA	19438	VB Preferred QSR Harleysville L.L.C.	484/854-9964
1610 S. 10th St.		Mount Vernon	IL	62864	K-Mac Enterprises, Inc.	618/732-9915
450 East Stratton Ave		Monterey	TN	38574	D&R Foods, LLC	931/584-0141
1401 Foothill Blvd.		La Verne	CA	91750	C&R Restaurant Group, L.P.	909/451-8318
320 US Highway 27		Minneola	FL	34715	US Leader Restaurants OpCo, LLC	352/901-0149
9816 Hospital Drive N.		Maple Grove	MN	55369	Border Foods, LLC	612/842-1212
13470 East Freeway		Houston	TX	77015	B & G Food Enterprises of Texas, L.L.C.	713/470-6446
7490 OH-161		Plain City	OH	43064	Cantina Hospitality, LLC	614/881-1942
10600 Sawmill Parkway		Powell	OH	43065	Cantina Hospitality, LLC	380/390-8280
8046 State Street		Garrettsville	OH	44231	Fast Food Feeders, Ltd	234/218-9383
3192 State Highway 161		Grand Prairie	TX	75052	Kumar Management, Corporation SW	469/890-0890
201 HWY 17 North		North Myrtle Beach	SC	29582	Coastal Plains Restaurants, LLC	843/427-0369
13120 State Road 23		Granger	IN	46530	Delight TB Indiana 3 LLC	574/334-7808
14211 Highway 412		Huntsville	AR	72740	K-Mac Enterprises, Inc.	479/334-2315
820 North Lakeside Drive		De Queen	AR	71832	K-Mac Enterprises, Inc.	501/214-8927
954 Indianapolis Blvd		Hammond	IN	46320	Silver Cricket Tacos, LLC	708/723-3633
4810 South 72nd St.		Omaha	NE	68127	HAZA Bell of Nebraska, LLC	402/979-8700
1665 Pitkin Avenue		Brooklyn	NY	11212	MHF Pitkin LLC	929/379-5080
10546 S Ridgeview		Olathe	KS	66061	Royal City Bell, LLC	913/361-0005
3213 Wurzbach Rd.		San Antonio	TX	78238	DDO1-Texas, LLC	210/682-9500
10989 Lebanon Road		Mount Juliet	TN	37122	Future Restaurants, LLC	615/291-1731
24 Franklin Village Mall		Kittanning	PA	16201	Charter Central, LLC	724/954-3091
1885 East State Road 163		Clinton	IN	47842	Bell Indiana LLC	765/279-1060
131 2nd Avenue North		Nashville	TN	37201	G.F. Enterprise IV LLC	629/236-2726
851 NE Woods Chapel		Lees Summit	MO	64064	Royal City Bell, LLC	816/282-2855
24529 Highway 1		Plaquemine	LA	70764	B & G Food Enterprises, LLC	225/320-3206
305 S Hwy 127		Russell Springs	KY	42642	Charter Foods, Inc.	606/259-9575
2319 S Federal Hwy		Boynton Beach	FL	33435	Coastal QSR, LLC	561/536-7902
100 W Lerdo Hwy		Shafter	CA	93263	Jhaj & Brar, IV	661/630-5640
330 Bear Mountain Blvd.		Arvin	CA	93203	Brar Family Development	661/390-4309
303 W Highland Ave		Selma	AL	36701	Tacala, LLC	334/872-6034
5380 Atlanta Hwy		Montgomery	AL	36109	Tacala, LLC	334/272-7219
411 S Memorial Dr		Prattville	AL	36067	Tacala, LLC	334/365-5800
2695 Zelda Rd		Montgomery	AL	36107	Tacala, LLC	334/244-1500
5163 Carmichael Rd		Montgomery	AL	36106	Tacala, LLC	334/230-7622
5903 Us Hwy 231		Wetumpka	AL	36092	Tacala, LLC	334/567-1845
921 West South Blvd		Montgomery	AL	36105	Tacala, LLC	334/284-8404
8801 Eastchase Parkway		Montgomery	AL	36117	Tacala, LLC	334/409-2002
9826 N. 4800 West		Cedar Hills	UT	84062	DDO-Utah, LLC	385/269-2409
423 S Mill Ave		Tempe	AZ	85281	Hot Tacos, Inc.	602/675-8380
1982 Town Center Blvd		Knoxville	TN	37922	Tacala Tennessee Corp.	865/888-5950
9430 S Orange Blossom Trail		Orlando	FL	32837	US Leader Restaurants OpCo, LLC	321/332-7925
13924 N Sandario Rd		Marana	AZ	85653	A&W Tacos, LLC	520/485-2500
218 W. College Street		Columbiana	AL	35051	Tacala, LLC	205/610-9282
1990 Yosemite Parkway		Merced	CA	95341	TACOMACK, LLC	209/720-7201
2416 Hwy 80 West		Dublin	GA	31021	Tacala Georgia Corp.	478/353-0840
6706 US Highway 431		Owens Cross Roads	AL	35763	Tacala, LLC	256/533-4384
5298 33rd St.		Bradenton	FL	34203	Coastal QSR, LLC	941/216-6932
6650 Highway 75		Pinson	AL	35126	Tacala, LLC	205/680-1222
105 South 19th Street		Blair	NE	68008	FMI Dollar Bell LLC	402/533-9099
2110 South 11th Street		Nebraska City	NE	68410	FMI Dollar Bell LLC	402/873-1013
13727 FM 2100		Crosby	TX	77532	Delect Foods, LLC	281/328-8714
825 North Rancho Dr.		Las Vegas	NV	89106	Silver State Bell, LLC	702/329-1500
4413 McMasters Ave		Hannibal	MO	63401	KBP Bells, LLC	573/221-7822
3828 Broadway		Quincy	IL	62301	KBP Bells, LLC	217/919-0945
420 West Jackson		Macomb	IL	61455	KBP Bells, LLC	309/833-5075
3356 Main Street		Keokuk	IA	52632	KBP Bells, LLC	319/524-4544
826 Broadway		Quincy	IL	62301	KBP Bells, LLC	217/214-2754
1100 Rockville Pike		Rockville	MD	20852	BLT Cantina, LLC	301/251-6790
18415 Woodfield Road		Gaithersburg	MD	20879	BLT Cantina, LLC	301/840-8356
19923 Century Blvd		Germantown	MD	20874	BLT Cantina, LLC	301/528-4434
8652 Richmond Hwy		Alexandria	VA	22309	Virginia Restaurants, LLC	703/360-3663
2170 Centreville Rd		Herndon	VA	20170	Virginia Restaurants, LLC	703/437-7932

4923 Lee Hwy		Arlington	VA	22207	Virginia Restaurants, LLC	703/525-2015
982 Edwards Ferry Rd NE	Shenandoah	Leesburg	VA	20176	Virginia Restaurants, LLC	703/777-2624
935 West Broad Street		Falls Church	VA	22046	Virginia Restaurants, LLC	703/241-9608
12811 Federal Systems Park Dr		Fairfax	VA	22033	Virginia Restaurants, LLC	703/449-8990
7230 Richmond Hwy		Alexandria	VA	22306	Virginia Restaurants, LLC	703/765-1249
44855 Lakeview Overlook Plaza		Ashburn	VA	20147	Virginia Restaurants, LLC	703/729-7197
4765 E. Bridge St.		Brighton	CO	80601	Alvarado Concepts, LLC	720/431-5753
22172 Barton Road		Grand Terrace	CA	92313	SERJ Taco California, LLC	909/572-0095
580 Division Street		Waite Park	MN	56387	Border Foods, LLC	320/406-1350
1905 50th Street		Lubbock	TX	79412	J.P.M., Inc.	806/993-2000
6281 Washington Blvd		Elkridge	MD	21075	BLT Cantina, LLC	410/379-5664
7100 W. 119th St		Overland Park	KS	66213	KBP Bells, LLC	913/338-3111
6606 Dorchester Road		North Charleston	SC	29418	J.E.M. Restaurant Group, Inc.	843/974-1305
3340 Broadway		Grove City	OH	43123	Cantina Hospitality, LLC	614/594-8253
707 LEXINGTON AVE		New York	NY	10022	707 Lex Taco LLC	332/228-0906
14243 Portranco Rd		San Antonio	TX	78245	DDO1-Texas, LLC	726/245-2104
7243 I-10		Orange	TX	77630	Mas Restaurant Group, LLC	409/405-4027
1216 Barker Cypress		Houston	TX	77084	Mas Restaurant Group, LLC	346/322-0436
9832 Slide Rd		Lubbock	TX	79424	J.P.M., Inc.	806/798-7513
234 E Morgan St		Spencer	IN	47460	Bell Indiana LLC	812/636-1510
4689 Highway 90		Marianna	FL	32446	RGT Foods, Inc.	850/633-2210
3126 Pine Street		Arkadelphia	AR	71923	K-Mac Enterprises, Inc.	870/709-0085
265 East Street Road		Feasterville	PA	19053	Oak Restaurants, LLC	215/595-3523
780 Walnut Ave		Greenfield	CA	93927	D. G. Smith Enterprises, Inc.	831/674-7330
3 Sparta Rd		North Wilkesboro	NC	28659	EM Squared, LLC	336/566-3235
4165 S Danville Dr		Abilene	TX	79605	B & G Food Enterprises of Texas, L.L.C.	325/695-4900
206 S E Georgia Avenue		Sweetwater	TX	79556	B & G Food Enterprises of Texas, L.L.C.	325/235-3888
1430 East Main		Eastland	TX	76448	B & G Food Enterprises of Texas, L.L.C.	254/631-0807
2201 Pine Street		Abilene	TX	79601	B & G Food Enterprises of Texas, L.L.C.	325/673-9621
547 W Commerce St		Brownwood	TX	76801	B & G Food Enterprises of Texas, L.L.C.	325/643-1466
4341 South 1st Street		Abilene	TX	79605	B & G Food Enterprises of Texas, L.L.C.	325/695-2355
2542 S. 14th Street		Abilene	TX	79605	B & G Food Enterprises of Texas, L.L.C.	325/692-2436
31824 The Old Rd		Castaic	CA	91384	Cotti Foods Corporation	661/753-3733
1081 Stoneleigh Avenue		Carmel	NY	10512	Kai Carmel LLC	845/200-2066
2050 S Townsend		Montrose	CO	81401	ColCal Colorado, Inc.	970/249-8570
310 West Tomichi		Gunnison	CO	81230	ColCal Colorado, Inc.	970/641-0414
674 Stafford Lane		Delta	CO	81416	ColCal Colorado, Inc.	970/874-4350
1266 1ST AVE		New York	NY	10065	1266 First Taco, LLC	347/815-2622
1222 S Halleck Street		Demotte	IN	46310	Natron Corporation	219/987-8226
1070 Hookele St. Bldg. 3		Kahului	HI	96732	Taco Aloha, Inc.	808/871-7391
2331 Highway 46 S		Dickson	TN	37055	Future Restaurants, LLC	615/441-2932
2240 Madison Street		Clarksville	TN	37043	Future Restaurants, LLC	931/221-0100
1110 North Main	Ashland Oil /	Beaver Dam	KY	42320	Future Restaurants, LLC	270/274-5785
1409 W Everly Brothers Blvd		Central City	KY	42330	Future Restaurants, LLC	270/754-3445
1012 Old Highway 60		Hardinsburg	KY	40143	Future Restaurants, LLC	270/756-1823
802 South Main Street	Ashland Oil	Leitchfield	KY	42754	Future Restaurants, LLC	270/259-2857
5236 Highway 31E		Westmoreland	TN	37186	Future Restaurants, LLC	615/644-2355
5849 S. Gessner Road		Houston	TX	77036	Mas Restaurant Group, LLC	346/299-1706
1554 Jerry Clower Blvd		Yazoo City	MS	39194	Pacific Bells, LLC	662/716-7003
301 Southwest Access Roa		Iowa Park	TX	76367	North Texas Bells, LLC	940/213-1574
331 New Road		Somers Point	NJ	08244	New Jersey Restaurants, LLC	609/833-5736
8306 Quinault Drive NE		Lacey	WA	98516	Northwest Restaurants, Inc.	360/485-0630
1047 Surf Ave		Brooklyn	NY	11224	MHF Surf LLC	929/481-8601
1625 Washington St East		Charleston	WV	25311	Charter Central, LLC	304/807-9801
161 East 125th ST		NEW YORK	NY	10035	161 E125th Taco LLC	646/475-0090
6007 Bullard Ave		New Orleans	LA	70128	West Quality Food Service, Inc.	504/313-6787
1600 West Hillsboro Street		El Dorado	AR	71730	K-Mac Enterprises, Inc.	870/444-2945
46320 Panoche Rd.		Firebaugh	CA	93622	Quikserve Kern, Inc.	559/479-5840
38 HUDSON PLACE		Hoboken	NJ	07030	Fiesta Hudson LLC	551/222-0125
BLDG 4472 Woodside Drive		Cherry Point	NC	28533	Hagan & Hagan, Inc.	252/670-4277
1235 AL-14		Millbrook	AL	36054	Tacala, LLC	334/649-8050
3625 N College Ave		Jackson	AL	36545	Tacala, LLC	251/320-5050
300 Lincoln Parkway		Hodgenville	KY	42748	ABTB Louisville LLC	270/506-4225

217 W. Birch Street		Calexico	CA	92231	DDO-CAL, Inc.	760/618-6600
220 Chamber Drive		Milford	OH	45150	AG Bells, LLC	513/334-2141
3021 Wesley Chapel Stouts Rd.		Indian Trail	NC	28079	Phoenix Taco, L.L.C.	980/981-1602
5374 Hamilton Blvd		Allentown	PA	18106	Oak Restaurants, LLC	610/442-9662
5622 Grove Blvd		Hoover	AL	35226	Tacala, LLC	205/484-9459
2641 Sam Rayburn Hwy		Melissa	TX	75454	North Texas Bells, LLC	469/591-1667
19704 Old HWY 99 SW		Rochester	WA	98579	Northwest Restaurants, Inc.	206/809-2014
5950 Valley Rd		Trussville	AL	35173	Tacala, LLC	205/655-8050
288 Vann Street		Williams	CA	95987	Quikserve Concepts, Inc.	530/473-5009
8500 Truck Stop Rd.		Missoula	MT	59808	MTB 15, LLC	406/317-7210
1902 Ralph Avenue		Brooklyn	NY	11234	MHF Ralph LLC	347/941-4055
461 N. Main St.		Jamestown	TN	38556	Charter Foods, Inc.	423/449-9298
1051 S. Mooney Blvd.		Tulare	CA	93274	Cotti Foods Corporation	559/687-5244
872 Commonwealth Avenue		Brookline	MA	02467	Cantina Hospitality, LLC	617/906-7204
3240 Chili Ave		Rochester	NY	14624	Hospitality Syracuse, Inc.	585/571-9031
1707 E 1st Street		Vidalia	GA	30474	Tacala Georgia Corp.	912/537-4624
620 E. Landmarks Blvd.		Alton	IL	62002	KBP Bells, LLC	618/467-8783
620 S. Fifth Street		Saint Charles	MO	63301	KBP Bells, LLC	636/487-0251
1114 Knoxville Highway		Wartburg	TN	37887	Charter Foods, Inc.	423/345-6050
5118 5th Avenue		Brooklyn	NY	11220	MHF 5th Ave LLC	929/480-0545
624 1st Ave NE		Cedar Rapids	IA	52401	HAZA Bell of Nebraska, LLC	319/366-0123
750 Marion Blvd		Marion	IA	52302	HAZA Bell of Nebraska, LLC	319/377-8747
3300 Hillcrest Road		Dubuque	IA	52002	HAZA Bell of Nebraska, LLC	563/583-8517
2621 Blairs Ferry Rd NE		Cedar Rapids	IA	52402	HAZA Bell of Nebraska, LLC	319/294-4449
555 SW 33rd Avenue		Cedar Rapids	IA	52404	HAZA Bell of Nebraska, LLC	319/362-8965
901 Highway 6 E		Iowa City	IA	52240	HAZA Bell of Nebraska, LLC	319/354-6737
3045 Williams Blvd SW		Cedar Rapids	IA	52404	HAZA Bell of Nebraska, LLC	319/366-0607
240 South Locust Street		Dubuque	IA	52001	HAZA Bell of Nebraska, LLC	563/583-6775
795 4th St SW		Mason City	IA	50401	HAZA Bell of Nebraska, LLC	641/424-9403
2771 Heartland Drive		Coralville	IA	52241	HAZA Bell of Nebraska, LLC	319/545-2455
11 E. Burton Street		Rice Lake	WI	54868	Pacific Bells, LLC	715/234-2888
1141 Central Park Dr.		O'Fallon	IL	62269	Bell Missouri LLC	618/681-5300
16116 Stevens Pointe Circle		Gretna	NE	68028	HAZA Bell of Nebraska, LLC	402/509-3210
326 Kilauea Ave.		Hilo	HI	96720	Taco Aloha, Inc.	808/961-3475
91-5431 Kapolei Pkwy		Kapolei	HI	96707	Taco Aloha, Inc.	808/670-2900
919 Dunbar Ave		Dunbar	WV	25064	Charter Central, LLC	304/881-0789
815 Philips Avenue		Toledo	OH	43612	Charter Foods North, LLC	567/343-5202
5012 Pennell Road		Aston	PA	19014	Oak Restaurants, LLC	484/640-6168
3605 Crompond Road		Cortlandt Manor	NY	10567	Kai Cortlandt LLC	845/402-6200
1517 N. George Street		York	PA	17404	Oak Restaurants, LLC	445/247-1859
2005 Route 70 East		Cherry Hill	NJ	08003	New Jersey Restaurants, LLC	856/372-9969
230 Langer Way		McKees Rocks	PA	15136	Charter Central, LLC	412/438-3515
515 Monmouth Road, Building		Jackson	NJ	08527	Fiesta Jackson, LLC	848/249-8718
361 Harmony Rd		Gibbstown	NJ	08027	New Jersey Restaurants, LLC	609/760-0018
376 Windsor Highway		New Windsor	NY	12553	MHF New Windsor LLC	845/420-7890
3220 Route 38		Mount Laurel	NJ	08054	New Jersey Restaurants, LLC	609/769-0484
770 Light house Drive, Pad B		Barnegat	NJ	08005	Fiesta Lighthouse LLC	609/812-2249
6465 crossroads blvd		Windsor	CO	80550	Alvarado Concepts, LLC	720/365-2614
900 Chippewa Town Center		Beaver Falls	PA	15010	Charter Central, LLC	724/827-7110
4176 White Plains Rd		Bronx	NY	10466	United White Plains LLC	929/946-4228
119-16 liberty Ave		jamaica	NY	11419	119-16 Liberty BG LLC	917/300-7551
1530 North Center Ave		Somerset	PA	15501	Charter Central, LLC	814/748-2063
705 N Wallace Wilkinson Blvd		Liberty	KY	42539	Charter Foods, Inc.	859/406-0430
319 Cane Creek Rd		Warrior	AL	35180	Tacala, LLC	205/590-0133
15352 Rankin Avenue		Dunlap	TN	37327	Charter Foods, Inc.	423/451-1502
1057 Hwy 19 North		Thomaston	GA	30286	Tacala Georgia Corp.	470/745-6195
206 Haynes St.		Talladega	AL	35160	Tacala, LLC	256/362-9200
855 Ritter Drive		Beaver	WV	25813	Charter Central, LLC	304/362-0560
178 North Wabash Ave		Chicago	IL	60601	Diza Tacos Wabash, LLC	312/578-8751
103 Old Main Street		Munfordville	KY	42765	ABTB Louisville LLC	502/233-3593
8910 West Irlo Bronson		Kissimmee	FL	34747	US Leader Restaurants OpCo, LLC	407-596-0000
3971 N. Loop 288		Denton	TX	76209	North Texas Bells, LLC	940/331-0050
810 Greenway		Keystone Heights	FL	32656	US Leader Restaurants OpCo, LLC	352/639-2636

20527 Mountain Highway E		Spanaway	WA	98387	Northwest Restaurants, Inc.	206/635-4499
1363 East 53rd Street		Chicago	IL	60615	Silver Cricket Tacos, LLC	312/443-2197
2932 Macon Road		Columbus	GA	31907	Tacala Georgia Corp.	706/568-3314
7208 Bailey Cove Rd SE		Huntsville	AL	35802	Tacala, LLC	256/384-6921
690 S. White Street		Athens	TN	37303	Tacala Tennessee Corp.	423/745-5933
16417 Wise Street		Saint Paul	VA	24283	Charter Foods, Inc.	276/738-4125
253 Henderson Rd		King of Prussia	PA	19406	Oak Restaurants, LLC	610/389-0128
2288 E. Craig Rd.		North Las Vegas	NV	89030	Silver State Bell, LLC	702/673-6801
1409 Hwy 31 NW		Hartselle	AL	35640	Tacala, LLC	256/773-7000
629 Champaign Avenue		Rantoul	IL	61866	Buddy Bells, Inc.	217/892-9460
815 S. Akers Drive		Visalia	CA	93277	Cotti Foods Corporation	559/827-4888
6506 Weber Road		Corpus Christi	TX	78413	Southern Multifoods, Inc.	361/444-5011
116 W. 10th St.		Greenville	NC	27834	Coastal Plains Restaurants, LLC	252/351-8355
1004 Academy Drive		Bessemer	AL	35022	Tacala, LLC	205/774-0450
4200 W Stone Drive		Kingsport	TN	37660	Tacala Tennessee Corp.	423/246-5541
1746 2nd Avenue SW		Cullman	AL	35055	Tacala, LLC	256/739-1889
27443 US Hwy 27		Leesburg	FL	34748	Florida Bells, LLC	352/805-2823
2440 NW 119th Street		Miami	FL	33167	Coastal QSR, LLC	786/688-0885
2356 W Washington		West Bend	WI	53095	Black River Bells, LLC	262/346-1317
1700 E Oglethorpe		Albany	GA	31705	Tacala Georgia Corp.	229/438-0018
460 N. Broadway		Pennsville	NJ	08070	New Jersey Restaurants, LLC	856/381-5008
24888 Alicia Parkway		Laguna Hills	CA	92653	Cotti Foods Corporation	949/538-5561
3011 W Carleton Road		Hillsdale	MI	49242	Old West Properties, L.L.C.	517/437-1290
1025 W. Round Grove Rd.		Lewisville	TX	75067	North Texas Bells, LLC	469/830-7900
1433 E. Grand River		Portland	MI	48875	Black River Bells, LLC	989/985-0762
34701 Utica Road		Fraser	MI	48026	Black River Bells, LLC	586/359-0885
1096 W. McPherson Highway		Clyde	OH	43410	G-Made, Inc.	419/547-3930
801 E Manning Ave		Parlier	CA	93648	Quikserve Kern, Inc.	559/574-5500
4132 Miller St		Bethany	MO	64424	Royal City Bell, LLC	816/629-6249
170 Tom Hill Sr. Blvd		Macon	GA	31210	Tacala Georgia Corp.	478/474-2492
1420 Prospect Ave		Kansas City	MO	64127	Royal City Bell, LLC	816/601-1680
1480 NW Frontage Road		Troutdale	OR	97060	Weber Coastal Bells Limited Partnership	971/394-0004
3445 W Van Buren St		Phoenix	AZ	85009	Hot Tacos, Inc.	623/473-6852
622 W Alder		Walla Walla	WA	99362	Columbia Bells, LLC	509/876-2860
220th Ave. & US 10-R25		Reed City	MI	49677	Bells and Birds, Inc.	231/465-1445
713 S Canal Street		Carlsbad	NM	88220	DDO-New Mexico, LLC	575/236-4922
2078 State Rd 19		Tavares	FL	32778	US Leader Restaurants OpCo, LLC	813/315-4010
955 W Cumberland Gap		Corbin	KY	40701	Tacala Tennessee Corp.	606/528-1503
13831 U.S. 43		Russellville	AL	35653	Tacala, LLC	256/331-9935
610 Highway 78 E		Sumiton	AL	35148	Tacala, LLC	205/648-8680
8020 Vaughn Road		Montgomery	AL	36116	Tacala, LLC	334/625-6205
11300 Memorial Pkwy SW		Huntsville	AL	35803	Tacala, LLC	256/881-3855
2582 W State St		Bristol	TN	37620	Tacala Tennessee Corp.	423/968-2018
3615 Bremen Hwy		Mishawaka	IN	46544	Delight TB Indiana 2 LLC	574/393-9779
230 East Capitol Drive		Milwaukee	WI	53212	Pacific Bells, LLC	414/906-0426
628 Mulberry Avenue		Selmer	TN	38375	Hospitality Tennessee, Inc.	731/434-0115
825 South Market St		Elizabethtown	PA	17022	Oak Restaurants, LLC	717/361-8677
700 North 204th Ave. Circle		Elkhorn	NE	68022	HAZA Bell of Nebraska, LLC	402/979-8953
941 W Randolph St		Chicago	IL	60607	AG Bells II LLC	312/796-7255
2915 W 16th Ave		Hialeah	FL	33012	Coastal QSR, LLC	786/607-2820
12277 Deerfield		Truckee	CA	96161	T & K, L.P.	530/550-9330
Bailey Ranch Road and FM		Aledo	TX	76008	Southern Multifoods, Inc.	817/441-1466
250 E State St		Montrose	MI	48457	Great Lakes Taco, LLC	810/818-0700
5700 E Bannister Rd		Kansas City	MO	64137	Royal City Bell, LLC	816/656-8510
378 Vincent Drive		Stanford	KY	40484	Charter Foods, Inc.	502/517-8902
1476 Bristol Street		Costa Mesa	CA	92627	C&R Restaurant Group, L.P.	949/335-5935
1054 E Tucson Marketplace		Tucson	AZ	85713	TacoBocci, LLC	520/867-6145
306 Hwy 16 West		Carthage	MS	39051	West Quality Food Service, Inc.	
3051 NW Bucklin Hill Rd		Silverdale	WA	98383	Northwest Restaurants, Inc.	360/613-5406
3458 SE Mile Hill Dr		Port Orchard	WA	98366	Northwest Restaurants, Inc.	360/895-2513
23881 NE Hwy 3		Belfair	WA	98528	Northwest Restaurants, Inc.	360/552-2164
6463 Thompson Road		Syracuse	NY	13206	Hospitality Syracuse, Inc.	315/468-7987
616 Saint Joseph Ave	Express Mart	Berrien Springs	MI	49103	TBC1 Inc.	269/471-4177

1515 SW 13th Street		Gainesville	FL	32601	Florida Bells, LLC	352/415-4545
3032 Anvil Block Road		Ellenwood	GA	30294	R&R Atlanta LLC	470/491-7602
4104 Hamilton Mill Road		Buford	GA	30519	R&R Atlanta LLC	470/655-1186
444 Front Street		Danville	CA	94526	Golden Gate Bell, LLC	510/983-3730
1107 W. Addison		Chicago	IL	60613	Albor Restaurant Group, LLC	872/895-0128
8840 Waukegan Rd		Morton Grove	IL	60053	AG Bells II LLC	224/534-9973
976 Camp Fulton Way		Atlanta	GA	30331	TME Enterprises I, LTD	404/629-9257
1330 N Laburnum Ave		Richmond	VA	23223	BurgerBusters VIII, L.L.C.	804/525-4628
5312 W Belmont Ave		Chicago	IL	60641	AG Bells II LLC	708-882-0692
5031 Watertower Rd.		Jeffersonville	IN	47130	C. & M. Smith Restaurants, Inc.	859/274-4411
1011 Dalton Avenue		Pittsfield	MA	01201	Hospitality Syracuse, Inc.	413-442-1007
1250 Mitt Lary Rd.		Northport	AL	35475	Tacala, LLC	205/259-5293
1921 7th Street		Parkersburg	WV	26101	Charter Central, LLC	681/326-0101
116 Hendren Way		Nicholasville	KY	40356	Charter Foods, Inc.	859/354-4132
451 Northfield Ave		Staten Island	NY	10303	Fiesta Northfield Inc	929/900-5890
6 East Nine Mile Rd		Pensacola	FL	32534	Southeast QSR, LLC	850/474-0376
Biggs-Rufus Hwy		Biggs Junction	OR	97065	Pacific Bells, LLC	541/739-2080
1909 Memorial Drive		Waycross	GA	31501	Southeast QSR, LLC	912/284-0123
5050 N. Harlem Ave		Harwood Heights	IL	60706	AG Bells II LLC	872/287-0379
620 South Highway 96		Silsbee	TX	77656	Delect Foods, LLC	409/373-0779
1255 S McKenzie Street		Foley	AL	36535	Southeast QSR, LLC	251/308-6106
7201 Broad Street		Brooksville	FL	34601	Jett Florida Bells, LLC	352/797-2085
3927 Montgomery Hwy		Dothan	AL	36303	Tacala, LLC	334/500-5672
4618 Gallia Street		New Boston	OH	45662	Charter Central, LLC	740/370-1068
2060 West Orchard Rd.		North Aurora	IL	60542	Shamrock TBC, Inc.	331/205-1643
6305 Highland Road		White Lake	MI	48383	Great Lakes Taco, LLC	947/207-1575
364 W Main Street		New Lebanon	OH	45345	Fiesta Holdings, Inc.	937/687-8367
316 Bypass Road		Brandenburg	KY	40108	C. & M. Smith Restaurants, Inc.	502/665-0546
3532 Massillon Road		Uniontown	OH	44685	Charter Foods North, LLC	234/270-0247
2007 E 38th Street		Erie	PA	16510	Charter Foods North, LLC	814/983-0295
2207 1st Ave		Nitro	WV	25143	Charter Central, LLC	681/217-3450
Ave B and Hwy 98		Port St Joe	FL	32456	DJ Enterprises of Panama City, Inc.	850/782-0018
101 Compromise Court		Phenix City	AL	36870	Tacala Georgia Corp.	334/384-0850
1119 East Henri De Tonti Blvd		Tontitown	AR	72770	K-Mac Enterprises, Inc.	479/318-1518
2077 LPGA Blvd		Daytona Beach	FL	32117	Central Florida KFC, Inc.	386/238-9556
3029 East Main St.		Richmond	IN	47374	Mayer Management, Inc.	765/966-4788
109 Dix street		Columbus	WI	53925	109 RTC LLC	920/350-0168
21245 Olhava Way NW		Poulsbo	WA	98370	Orchard SPE LLC	360/626-0405
2220 Downer Street Road		Baldwinsville	NY	13027	Hospitality Syracuse, Inc.	315-400-3087
11606 NE 119th Street		Vancouver	WA	98662	Pacific Bells, LLC	360/256-6853
1977 86th Street		Brooklyn	NY	11214	MHF 86 LLC	929/480-6653
1507 S Nevada Ave		Colorado Springs	CO	80906	KBP Bells, LLC	719/633-8838
301 E Abriendo Ave		Pueblo	CO	81004	KBP Bells, LLC	719/542-1030
405 E. Platte Avenue		Colorado Springs	CO	80903	KBP Bells, LLC	719/471-2743
4195 N Academy		Colorado Springs	CO	80918	KBP Bells, LLC	719/593-9222
1380 N Academy Blvd		Colorado Springs	CO	80909	KBP Bells, LLC	719/596-3378
3029 West Colorado Avenue		Colorado Springs	CO	80904	KBP Bells, LLC	719/471-8008
1112 Royal Gorge Blvd		Canon City	CO	81212	KBP Bells, LLC	719/275-7539
1717 South Pueblo Blvd		Pueblo	CO	81005	KBP Bells, LLC	719/561-9687
502 Garden Of The Gods Road		Colorado Springs	CO	80907	KBP Bells, LLC	719/532-9686
745 Cheyenne Meadows Road		Colorado Springs	CO	80906	KBP Bells, LLC	719/540-5276
5650 North Academy Blvd		Colorado Springs	CO	80918	KBP Bells, LLC	719/260-1740
325 East Fillmore Street		Colorado Springs	CO	80907	KBP Bells, LLC	719/471-3357
1750 N Powers Blvd		Colorado Springs	CO	80915	KBP Bells, LLC	719/380-8286
99 S Mcculloch Blvd		Pueblo West	CO	81007	KBP Bells, LLC	719/547-4836
500 E Midland Ave		Woodland Park	CO	80863	KBP Bells, LLC	719/686-1742
3333 North Elizabeth		Pueblo	CO	81008	KBP Bells, LLC	719/542-7226
1030 Academy Park Loop		Colorado Springs	CO	80910	KBP Bells, LLC	719/596-8309
1200 Southgate Place		Pueblo	CO	81004	KBP Bells, LLC	719/566-7971
3436 Research Parkway Blvd		Colorado Springs	CO	80920	KBP Bells, LLC	719/268-6861
703 N Santa Fe		Pueblo	CO	81003	KBP Bells, LLC	719/542-1074
6610 Camden Blvd		Fountain	CO	80817	KBP Bells, LLC	719/392-8030
6905 Mesa Ridge Parkway		Fountain	CO	80817	KBP Bells, LLC	719/382-4700

2935 Hancock Expressway		Colorado Springs	CO	80916	KBP Bells, LLC	719/390-2802
6425 Source Center Point		Colorado Springs	CO	80923	KBP Bells, LLC	719/593-5025
390 N Union Blvd		Colorado Springs	CO	80909	KBP Bells, LLC	719/471-4151
27980 Frontage Rd		La Junta	CO	81050	KBP Bells, LLC	719/383-1027
1208 Interquest Parkway		Colorado Springs	CO	80921	KBP Bells, LLC	719/598-7593
7150 Beaver Run Road		Midland	GA	31820	Tacala Georgia Corp.	762/261-1201
9357 S. Suncoast Blvd.		Homosassa	FL	34446	Jett Florida Bells, LLC	352/400-4855
1211 University Blvd		Tuscaloosa	AL	35401	Tacala, LLC	205/614-9800
5809 Highway 53		Harvest	AL	35749	Tacala, LLC	256/886-8890
6350 Johnson Dr		Mission	KS	66202	Royal City Bell, LLC	913/624-9880
1309 MS HWY 35		Forest	MS	39074	Pacific Bells, LLC	601/469-5263
210 Veterans Drive		Huntingdon	TN	38344	Pacific Bells, LLC	731/986-5750
1440 Mt. Pleasant Rd		Chesapeake	VA	23322	BurgerBusters VIII, L.L.C.	757/819-6855
1058 Southern Blvd		Bronx	NY	10459	United White Plains LLC	929/562-3173
5564 N 21st St		Ozark	MO	65721	K-Mac Enterprises, Inc.	417/551-9145
2026 South Elliott		Aurora	MO	65605	K-Mac Enterprises, Inc.	417/308-0966
1800 Hamilton Blvd		Sioux City	IA	51103	HAZA Bell of Nebraska, LLC	712/255-9514
810 Dakota Ave		South Sioux City	NE	68776	HAZA Bell of Nebraska, LLC	402/494-4944
1243 Crossing Meadows Rd		Onalaska	WI	54650	HAZA Bell of Nebraska, LLC	608/783-3337
1402 Omaha Avenue		Norfolk	NE	68701	HAZA Bell of Nebraska, LLC	402/371-4907
802 West Wisconsin		Sparta	WI	54656	HAZA Bell of Nebraska, LLC	608/269-7188
1005 1/2 State Road 82		Mauston	WI	53948	HAZA Bell of Nebraska, LLC	608/847-7070
205 Wittig Road		Tomah	WI	54660	HAZA Bell of Nebraska, LLC	608/372-4333
3115 Gordon Drive		Sioux City	IA	51106	HAZA Bell of Nebraska, LLC	712/279-0353
320 11th St SW Plaza		Spencer	IA	51301	HAZA Bell of Nebraska, LLC	712/262-7155
1540 E 23rd St.		Fremont	NE	68025	HAZA Bell of Nebraska, LLC	402/727-4097
1255 Silent Prairie Rd		Le Mars	IA	51031	HAZA Bell of Nebraska, LLC	712/548-5285
4220 S Lewis Blvd		Sioux City	IA	51106	HAZA Bell of Nebraska, LLC	712/252-8165
129 Hale Drive-Endcap w-DT		Holmen	WI	54636	HAZA Bell of Nebraska, LLC	608/526-1664
3120 James Sanders Blvd		Paducah	KY	42001	Missouri Fiesta, Inc.	270/442-8226
402 N 12th St		Murray	KY	42071	Missouri Fiesta, Inc.	270/753-8758
1525 Lone Oak Road		Paducah	KY	42003	Missouri Fiesta, Inc.	270/443-1997
4623 Grantswood Road		Irondale	AL	35210	Tacala, LLC	205/502-2999
1035 Morton Ave.		Martinsville	IN	46151	Bell Indiana LLC	765/204-7605
1808 Hall Ave-R25		Littlefield	TX	79339	Garrison QSR, LLC	806/485-0340
7355 Willowbrook Lane		Lincoln	NE	68516	TB Of America, Inc.	402/477-6659
5371 Campbell Boulevard		Baltimore	MD	21237	BLT Cantina, LLC	443/425-4017
125 Fast Lane		Baxter	TN	38544	Future Restaurants, LLC	931/783-1969
144th and Washington		Thornton	CO	80023	Alvarado Concepts, LLC	720/872-6264
8651 Golf Course NW		Albuquerque	NM	87120	Alvarado Concepts, LLC	505/899-6777
161 S, Harlem Ave		Forest Park	IL	60130	AG Bells II LLC	708/405-8041
61-22H Fresh Pond Road		Middle Village	NY	11379	Fresh Pond Taco Bell, LLC	718/885-4298
159 State Farm Parkway		Homewood	AL	35209	Tacala, LLC	205/201-0940
110 Two Rivers Drive		Wilkesboro	NC	28697	EM Squared, LLC	336/569-4728
951 Gateway Commons Circle		Wake Forest	NC	27587	Luihn VantEdge Partners, LLC	984/401-0422
2450 E Indian School Rd		Phoenix	AZ	85016	Luihn VantEdge Partners, LLC	602/522-7160
6606 West Camelback		Glendale	AZ	85301	Luihn VantEdge Partners, LLC	623/846-4994
419 West Bell Road		Phoenix	AZ	85023	Luihn VantEdge Partners, LLC	602/548-7575
2660 W. Thunderbird		Phoenix	AZ	85023	Luihn VantEdge Partners, LLC	602/863-2778
7153 E Thomas Rd		Scottsdale	AZ	85251	Luihn VantEdge Partners, LLC	480/947-4463
1255 S Milton Rd		Flagstaff	AZ	86001	Luihn VantEdge Partners, LLC	928/556-0889
3460 E Route 66		Flagstaff	AZ	86004	Luihn VantEdge Partners, LLC	928/526-2036
2030 North Alma School Rd		Chandler	AZ	85224	Luihn VantEdge Partners, LLC	480/732-9322
2160 Baseline Rd		Mesa	AZ	85204	Luihn VantEdge Partners, LLC	480/892-9167
14002 N Scottsdale		Scottsdale	AZ	85254	Luihn VantEdge Partners, LLC	480/951-8474
4815 East Warner		Phoenix	AZ	85044	Luihn VantEdge Partners, LLC	480/893-0986
9059 E Indian Bend Rd		Scottsdale	AZ	85250	Luihn VantEdge Partners, LLC	480/596-1260
4751 E Shea Blvd		Phoenix	AZ	85028	Luihn VantEdge Partners, LLC	480/922-8193
1801 E Butler Ave		Flagstaff	AZ	86001	Luihn VantEdge Partners, LLC	928/774-6184
1415 West Elliot Road		Tempe	AZ	85284	Luihn VantEdge Partners, LLC	480/893-0714
3601 East Baseline Road		Gilbert	AZ	85234	Luihn VantEdge Partners, LLC	480/892-0341
15604 S 40th St		Phoenix	AZ	85048	Luihn VantEdge Partners, LLC	480/759-8180
1909 West Deer Valley Rd		Phoenix	AZ	85027	Luihn VantEdge Partners, LLC	623/516-4776

9960 South Rural Road		Tempe	AZ	85284	Luihn VantEdge Partners, LLC	480/940-0442
10130 North 90th Street		Scottsdale	AZ	85258	Luihn VantEdge Partners, LLC	480/451-4175
15776 N Frank Lloyd Wright Blv		Scottsdale	AZ	85260	Luihn VantEdge Partners, LLC	480/860-0712
1256 South Country Club Dr		Mesa	AZ	85210	Luihn VantEdge Partners, LLC	480/222-0188
1729 E Florence Blvd		Casa Grande	AZ	85122	Luihn VantEdge Partners, LLC	520/876-4880
1501 E Bethany Home Rd		Phoenix	AZ	85014	Luihn VantEdge Partners, LLC	602/263-7641
885 West Warner Road		Gilbert	AZ	85233	Luihn VantEdge Partners, LLC	480/926-5336
1550 E Warner Rd.		Gilbert	AZ	85296	Luihn VantEdge Partners, LLC	480/539-9986
11072 No Frank Lloyd Wright		Scottsdale	AZ	85259	Luihn VantEdge Partners, LLC	480/767-0257
20980 N John Wayne Pkwy		Maricopa	AZ	85139	Luihn VantEdge Partners, LLC	520/868-6969
2930 South Alma School Road		Chandler	AZ	85248	Luihn VantEdge Partners, LLC	480/857-8650
2881 S. Market St.		Gilbert	AZ	85296	Luihn VantEdge Partners, LLC	480/855-5725
3659 W. Anthem Way		Anthem	AZ	85086	Luihn VantEdge Partners, LLC	623/465-9573
34906 N Valley Parkway		Phoenix	AZ	85086	Luihn VantEdge Partners, LLC	623/516-7776
18510 E Rittenhouse Rd		Queen Creek	AZ	85142	Luihn VantEdge Partners, LLC	480/988-9829
3104 E. Chandler Heights Road		Gilbert	AZ	85298	Luihn VantEdge Partners, LLC	480/327-6931
4035 N 7th Ave		Phoenix	AZ	85013	Luihn VantEdge Partners, LLC	602/266-2819
15240 N. 32nd Street		Phoenix	AZ	85032	Luihn VantEdge Partners, LLC	602/493-7404
4854 East Bell Road		Scottsdale	AZ	85254	Luihn VantEdge Partners, LLC	602/971-7131
1747 W Bethany Home Rd		Phoenix	AZ	85015	Luihn VantEdge Partners, LLC	602/335-1710
3507 W. Peoria Ave.		Phoenix	AZ	85029	Luihn VantEdge Partners, LLC	602/978-4104
1674 E. Southern Ave.		Tempe	AZ	85282	Luihn VantEdge Partners, LLC	480/838-3468
2814 N. Pinal Ave.		Casa Grande	AZ	85122	Luihn VantEdge Partners, LLC	520/836-8814
1131 S. Stapley Dr.		Mesa	AZ	85204	Luihn VantEdge Partners, LLC	480/962-9757
4080 S Gilbert Rd.		Chandler	AZ	85249	Luihn VantEdge Partners, LLC	480/219-0529
855 W. Baseline		Tempe	AZ	85283	Luihn VantEdge Partners, LLC	480/831-2330
4135 13th Ave, South		Fargo	ND	58103	Border Foods of North Dakota, LLC	701/282-6844
1301 S Washington St		Grand Forks	ND	58201	Border Foods of North Dakota, LLC	701/772-6196
321 South 8th Street		Moorhead	MN	56560	Border Foods of North Dakota, LLC	218/233-7928
1630 South Broadway		Minot	ND	58701	Border Foods of North Dakota, LLC	701/839-7147
1599 19th Avenue North		Fargo	ND	58102	Border Foods of North Dakota, LLC	701/237-6417
1560 3rd Avenue West		Dickinson	ND	58601	Border Foods of North Dakota, LLC	701/227-1201
105 Business Loop West		Jamestown	ND	58401	Border Foods of North Dakota, LLC	701/251-9488
800 South Washington		Bismarck	ND	58504	Border Foods of North Dakota, LLC	701/250-9626
615 Centennial St S		Aberdeen	SD	57401	Border Foods of North Dakota, LLC	605/229-0642
3310 State Street		Bismarck	ND	58501	Border Foods of North Dakota, LLC	701/224-0780
2121 University Dr S		Fargo	ND	58103	Border Foods of North Dakota, LLC	701/630-6126
2616 Rock Island Place		Bismarck	ND	58504	Border Foods of North Dakota, LLC	701/223-2468
815 23rd Ave East		West Fargo	ND	58078	Border Foods of North Dakota, LLC	701/277-3161
911 Fifth St SE		Watertown	SD	57201	Border Foods of North Dakota, LLC	605/878-3838
4133 E. Williams Field Road		Gilbert	AZ	85295	Luihn VantEdge Partners, LLC	480/590-0341
10231 Clay Rd		Houston	TX	77043	Mas Restaurant Group, LLC	346/250-1410
1819 South Kihei Rd	Building C (Mall)	Kihei	HI	96753	Taco Aloha, Inc.	808/874-8475
1105 East Church Street		Cherryville	NC	28021	Fulenwider Enterprises, Inc.	704/455-4827
5868 New Cut Road		Louisville	KY	40208	ABTB Louisville LLC	502/536-7310
601 Metropolitan Ave		Leavenworth	KS	66048	Royal City Bell, LLC	913/297-3756
948 W Armitage		Chicago	IL	60614	AG Bells II LLC	872/264-8790
5414 Bardstown Road		Louisville	KY	40291	ABTB Louisville LLC	502/208-4318
11775 Veterans Parkway		Reno	NV	89521	Silver State Bell, LLC	775/446-5822
260 South 7th Street		Vinita	OK	74301	K-Mac Enterprises, Inc.	918/323-4855
604 1st Avenue SE		Gravette	AR	72736	K-Mac Enterprises, Inc.	479/323-1421
1008 Lehigh Station Road		Rochester	NY	14623	Hospitality Syracuse, Inc.	585/444-9107
450 East 149 St.		Bronx	NY	10451	Bronx Hub, Inc.	718/705-0790
2156 E. Riverside Drive		Saint George	UT	84770	DDO-Utah, LLC	385/715-0280
671 West Main Street		Burnsville	NC	28714	EM Squared, LLC	828/647-0842
212 Thomas Rd		West Monroe	LA	71291	B & G Food Enterprises, LLC	318/322-7821
900 Sterlington Rd		Monroe	LA	71203	B & G Food Enterprises, LLC	318/343-9797
5322 Cypress Street		West Monroe	LA	71291	B & G Food Enterprises, LLC	318/397-5180
301 W California Ave.		Ruston	LA	71270	B & G Food Enterprises, LLC	318/255-6925
1510 Martin Luther King Dr.		Monroe	LA	71202	B & G Food Enterprises, LLC	318/322-1877
2103 Farmerville Hwy		Ruston	LA	71270	B & G Food Enterprises, LLC	318/254-8582
11730 W. Hwy 29		Liberty Hill	TX	78642	Tacala Austin Corp.	737/734-9332
1349 US 127 Bypass		Pikeville	TN	37367	D&R Foods, LLC	423/665-9207

132 Green Street		Henderson	KY	42420	Bell Indiana LLC	270/574-0570
1525 Temple Avenue N		Fayette	AL	35555	Tacala, LLC	659/666-9012
100 Ballard Rd		Pauls Valley	OK	73075	O&M TB, LLC	405/866-5072
4955 N. Dysart Road		Litchfield Park	AZ	85340	Hot Tacos, Inc.	602/805-5196
30810 NW Pacific St.		North Plains	OR	97133	Quikserve Northwest, Inc.	971/367-9750
13440 E Mary Ann Cleveland		Vail	AZ	85641	TacoBocci, LLC	520/849-6848
2085 W University Dr		Frisco	TX	75033	North Texas Bells, LLC	469/759-3061
6001 State Street		Murray	UT	84107	Golden Spike Restaurants, LLC	385/800-1539
2200 Hwy 36 S		Sealy	TX	77474	Mas Restaurant Group, LLC	979-231-0042
10280 HWY 242		Conroe	TX	77385	B & G Food Enterprises of Texas, L.L.C.	936/209-2803
1711 West Broadway		Sulphur	OK	73086	K-Mac Enterprises, Inc.	580/498-1500
1315 Tenaha St.		Center	TX	75935	Southern Multifoods, Inc.	936/598-3909
1502 Main Street		Sweet Home	OR	97386	Pacific Bells, LLC	541/818-8124
4210 Rosewood Dr		Pleasanton	CA	94588	JingleBells, LLC	925/425-7393
215 West Main St.		Gun Barrel City	TX	75156	Southern Multifoods, Inc.	903/887-5167
1125 S Signal Butte Rd		Mesa	AZ	85208	Sand Taco, Inc.	602/888-9885
1640 S. 7th Street		Phoenix	AZ	85003	Hot Tacos, Inc.	602/837-3022
4601 N Tryon St		Charlotte	NC	28213	Phoenix Taco, L.L.C.	704/598-8674
1005 Bichara Blvd.		Lady Lake	FL	32159	Central Florida KFC, Inc.	352/259-0901
1956 East Market Street		Nappanee	IN	46550	Bell Great Lakes LLC	574/773-5556
18334 Highway 108-49		Jamestown	CA	95327	Summit Franchise Management	209/789-6592
1112 N. Gateway Ave.		Rockwood	TN	37854	Bee Mac Corporation	865/245-5650
1504 Mesa Lane		Aurora	IL	60502	Shamrock TBC, Inc.	630/585-9680
1780 SILAS DEANE HIGHWAY		ROCKY HILL	CT	06067	Cantina Hospitality, LLC	860/470-6179
8561 Seneca Turnpike		New Hartford	NY	13413	Hospitality Syracuse, Inc.	315/507-3102
283 Broadway		Brooklyn	NY	11211	283 Broadway Taco Bell, LLC	347/422-0196
8255 Fayetteville Rd.		Fuquay Varina	NC	27526	Luihn VantEdge Partners, LLC	984-261-1310
5571 Thomaston Rd		Macon	GA	31220	Tacala Georgia Corp.	478/239-1508
3196 Route 940		Mount Pocono	PA	18344	Oak Restaurants, LLC	570/989-2979
2 Trolley Run Rd.		Lititz	PA	17543	Oak Restaurants, LLC	717/663-8131
241 U.S. Highway 6 S.		Ligonier	IN	46767	Bell Great Lakes LLC	260/894-9788
3860 S. State Rd.		Ann Arbor	MI	48108	Black River Bells, LLC	734/665-7177
3653 E Grand River Ave.		Howell	MI	48843	Black River Bells, LLC	517/548-9640
2351 Ellsworth Road		Ypsilanti	MI	48197	Black River Bells, LLC	734/434-1344
1031 South Michigan Ave.		Howell	MI	48843	Black River Bells, LLC	517/545-0319
1590 Newmark Ave		Coos Bay	OR	97420	Weber Coastal Bells Limited Partnership	541/808-0911
4227 Cane Run Road		Louisville	KY	40216	ABTB Louisville LLC	502/208-3084
1210 Memorial Dr.		Fate	TX	75189	Southern Multifoods, Inc.	469/887-6925
32120 S Las Vegas BLvd		Primm	NV	89019	Silver State Bell, LLC	702/514-0972
100 US Highway 80 East		Demopolis	AL	36732	Pacific Bells, LLC	334/289-6887
460 USA Parkway		Sparks	NV	89434	D. G. Smith Enterprises, Inc.	775/299-3583
3291 Truxel Rd		Sacramento	CA	95833	D. G. Smith Enterprises, Inc.	916/265-2026
17621 Hwy 190		Port Barre	LA	70577	Southeast Restaurant Group - TB, LLC	337/305-7360
2254 Highway 93 North		Kalispell	MT	59901	MTB 16, LLC	406/309-6799
12727 Telge Rd.		Cypress	TX	77429	B & G Food Enterprises of Texas, L.L.C.	346/476-1811
3667 Market Lane,Somers		Kenosha	WI	53144	Albor Restaurant Group, LLC	262/288-4241
3310 S US Hwy 75		Sherman	TX	75090	Kumar Management, Corporation SW	940/666-7205
848 US Highway 41 W		Ishpeming	MI	49849	Border Foods of Wisconsin, LLC	906/301-0030
190 City View Dr.		Mountain Home	ID	83647	ES-O-EN TB, LLC	208/609-3776
1279 Grand Market Ave		Berthoud	CO	80513	Alvarado Concepts, LLC	970/578-0943
92-23 168th Street		Jamaica	NY	11433	Jamaica 168 BG LLC	347/809-4126
3924 Broadway		New York	NY	10032	Broadway US Inc.	646/300-9377
7195 E Saginaw St		East Lansing	MI	48823	Black River Bells, LLC	517/295-5320
3215 S Martin Luther King Jr		Lansing	MI	48910	Black River Bells, LLC	989/403-5604
8535 Willow Rd.		Burbank	OH	44214	Charter Foods North, LLC	330/461-9782
709 E. Lake St.		Tawas City	MI	48763	Black River Bells, LLC	989/402-5612
1237 Palm Beach Lakes Blvd		West Palm Beach	FL	33401	Luihn VantEdge Partners, LLC	561/599-1083
2960 Arapahoe Rd		Lafayette	CO	80026	Alvarado Concepts, LLC	720/773-9620
6553 N. Tower Rd.		Denver	CO	80249	Alvarado Concepts, LLC	720/689-8731
5509 E. RL Thornton Frwy		Dallas	TX	75223	North Texas Bells, LLC	682/282-0019
125 S. Columbia Street		Milton Freewater	OR	97862	Pacific Bells, LLC	541/861-3541
2217 S. Locust Street		Canal Fulton	OH	44614	Pacific Bells, LLC	330/408-7235
218 E Lennon Dr		Emory	TX	75440	Southern Multifoods, Inc.	903/473-9500

9145 W Sam Houston Pkwy		Houston	TX	77064	Delect Foods, LLC	832/280-4784
2921 NW 178 St.		Edmond	OK	73012	O&M TB, LLC	405/960-0244
4101 Broadway Blvd.		Kansas City	MO	64111	Royal City Bell, LLC	816/648-0992
9885 Fall Creek Rd.		Indianapolis	IN	46256	Bell Indiana LLC	317/353-0214
704 West Center Street		Sheridan	AR	72150	K-Mac Enterprises, Inc.	501/621-1332
211 Pleasant St		Attleboro	MA	02703	DDO-New England, LLC	774/203-4243
1810 N. Riley		Shelbyville	IN	46176	Bell Indiana LLC	317/631-4604
704 W Broadway St.		Loogootee	IN	47553	Bell Indiana LLC	812/301-2395
5550 McClellan Blvd		Anniston	AL	36206	Tacala, LLC	256/403-7746
18000 US-31		Marysville	OH	43040	TriBell, LLC	937/819-0010
135-25 79 th Street		Howard Beach	NY	11414	MHF 79 LLC	347/508-1903
63 Ohio River Plaza		Gallipolis	OH	45631	AG Bells, LLC	740/441-1845
631 West Main Street		Ripley	WV	25271	AG Bells, LLC	304/372-7780
16 Maple Street		Whitesburg	KY	41858	AG Bells, LLC	606/633-0651
122 U.S. Hwy 20		Middlebury	IN	46540	Delight TB Indiana 1 LLC	574/822-7258
806 Holiday Drive		Ardmore	OK	73401	K-Mac Enterprises, Inc.	580/967-1403
5228 Airline Road		Arlington	TN	38002	Pacific Bells, LLC	901/317-4440
40 Oleander Street		Richmond Hill	GA	31324	Savannah Service & Food (YUM), LLC	912/446-4750
2099 74th Street		North Bergen	NJ	07047	Fiesta North Bergen, LLC	551/257-5504
7857 Woodmen Center Heights		Colorado Springs	CO	80908	KBP Bells, LLC	719/301-4578
1214 S Highway 97		Redmond	OR	97756	ES-O-EN TB, LLC	541/548-5580
16490 1st St		La Pine	OR	97739	ES-O-EN TB, LLC	541/536-6008
44 SW 5th St		Madras	OR	97741	ES-O-EN TB, LLC	541/475-4652
2042 NE 3rd St		Prineville	OR	97754	ES-O-EN TB, LLC	541/447-1230
1485 Vandelay Ave.		Helena	MT	59601	MTB 17, LLC	406/351-6790
42462 AL-195		Haleyville	AL	35565	Tacala, LLC	205/494-7660
3720 SW Lee Blvd		Lawton	OK	73505	North Texas Bells, LLC	580/713-4747
502 Hyde Park Road		Leechburg	PA	15656	Charter Foods North, LLC	724/567-8225
4634 State Route 209		Elizabethville	PA	17023	Charter Central, LLC	223/297-1003
936 W Huron Rd		Vassar	MI	48768	Great Lakes Taco, LLC	989/882-9012
13014 Touchstone View		Colorado Springs	CO	80921	KBP Bells, LLC	719/247-1211
12356 US Highway 35 NW		Jeffersonville	OH	43128	Charter Foods, Inc.	740/426-1402
510 S. Ash St.		Buffalo	MO	65622	BK Foods LLC	417-383-5040
11120 US- 24		Sugar Creek	MO	64054	Royal City Bell, LLC	816/708-1372
780 FM 156		Justin	TX	76247	Southern Multifoods, Inc.	940-373-3110
1052 Old US 52		New Richmond	OH	45157	AG Bells, LLC	513/449-0570
75 Montgomery Street		Jersey City	NJ	07302	Yum & Chill TB Holdings LLC	551/233-7043
10406 US HWY 522 South		Lewistown	PA	17044	Charter Central, LLC	717/247-7178
19560 TX-105		Montgomery	TX	77356	Tacala Austin Corp.	726/215-5001
110 N Black Horse Pike		Williamstown	NJ	08094	New Jersey Restaurants, LLC	856/875-1812
202 West Mill Street		Columbus	NC	28722	Fulenwider Enterprises, Inc.	828/722-1025
29230 Central Ave		Lake Elsinore	CA	92532	Cotti Foods Corporation	951/477-1985
1247 Western Avenue		Chillicothe	OH	45601	MRG Ohio, LLC	740/774-2045
6479 Central College Rd		New Albany	OH	43054	MRG Ohio, LLC	614/855-7480
436 N Main St		Marion	OH	43302	MRG Ohio, LLC	740/223-3376
232 E Broadway St		New Lexington	OH	43764	MRG Ohio, LLC	740/342-5000
1301 W Hunter St		Logan	OH	43138	MRG Ohio, LLC	740/385-5233
1223 S PENNSYLVANIA AVE		Wellston	OH	45692	MRG Ohio, LLC	740/384-1884
110 West High Street		London	OH	43140	MRG Ohio, LLC	740/845-1148
5449 West Broad Street		Columbus	OH	43228	MRG Ohio, LLC	614/922-0318
1643 East Main Street		Lancaster	OH	43130	MRG Ohio, LLC	740/689-9780
2099 Schorrway Dr NW		Lancaster	OH	43130	MRG Ohio, LLC	740/654-3220
620 Georgesville Rd		Columbus	OH	43228	MRG Ohio, LLC	614/351-4947
1040 N. Bridge St.		Chillicothe	OH	45601	MRG Ohio, LLC	740/774-2355
1330 Stoneridge Drive		Gahanna	OH	43230	MRG Ohio, LLC	614/337-2892
117 State Route 3		Sunbury	OH	43074	MRG Ohio, LLC	740/913-1820
7255 State Route 37		Sunbury	OH	43074	MRG Ohio, LLC	740/362-8594
1270 Delaware Ave		Marion	OH	43302	MRG Ohio, LLC	740/382-6325
795 S. 2nd St.		Coshocton	OH	43812	MRG Ohio, LLC	740/622-0024
1295 Columbus Ave		Washington Court	OH	43160	MRG Ohio, LLC	740/335-5510
10800 Hebron Road SE		Buckeye Lake	OH	43008	MRG Ohio, LLC	740/928-2568
1000 Valley Street		Minerva	OH	44657	MRG Ohio, LLC	330/868-4985
1309 Mount Vernon Ave		Marion	OH	43302	MRG Ohio, LLC	740/386-5418

808 S High St		Columbus	OH	43206	MRG Ohio, LLC	614/443-0023
1339 Harrisburg Pike		Columbus	OH	43223	MRG Ohio, LLC	614/276-4585
200 N Wilson Rd		Columbus	OH	43204	MRG Ohio, LLC	614/272-1045
763 Chestnut Street		Nelsonville	OH	45764	MRG Ohio, LLC	740/753-3007
6075 Gender Road		Canal Winchester	OH	43110	MRG Ohio, LLC	614/833-5183
155 E. Broad Street		Pataskala	OH	43062	MRG Ohio, LLC	740/964-1101
2145 June Parkway		Zanesville	OH	43701	MRG Ohio, LLC	740/453-9824
23501 US Highway 23 S		Circleville	OH	43113	MRG Ohio, LLC	740/474-9393
4517 KENNY RD		Columbus	OH	43220	MRG Ohio, LLC	614/442-8255
110 W State Street		Alliance	OH	44601	MRG Ohio, LLC	330/821-8620
2454 Maple Street		Zanesville	OH	43701	MRG Ohio, LLC	740/454-0331
1872 E State St		Salem	OH	44460	MRG Ohio, LLC	330/337-0997
1091 N 21st St		Newark	OH	43055	MRG Ohio, LLC	740/366-6352
2353 W STATE ST		Alliance	OH	44601	MRG Ohio, LLC	330/829-9532
1021 Hebron Rd		Heath	OH	43056	MRG Ohio, LLC	740/345-6655
1026 Grand Ave		Billings	MT	59102	Border Foods of Montana, LLC	406/252-9186
2338 Central Avenue		Billings	MT	59102	Border Foods of Montana, LLC	406/652-3946
633 Main St		Billings	MT	59105	Border Foods of Montana, LLC	406/259-9116
1006 Shilo Crossings Blvd		Billings	MT	59102	Border Foods of Montana, LLC	406/652-2916
119 SE 4th Street		Laurel	MT	59044	Border Foods of Montana, LLC	406/628-7966
749 Commerce Way		Billings	MT	59101	Border Foods of Montana, LLC	406/200-7039
825 W 3rd Ave		Spokane	WA	99201	Spokane Falls Restaurants, LLC	509/456-5890
9664 N Newport Hwy		Spokane	WA	99218	Spokane Falls Restaurants, LLC	509/468-1485
6614 N Division St		Spokane	WA	99208	Spokane Falls Restaurants, LLC	509/483-1022
934 N Stratford Rd		Moses Lake	WA	98837	Spokane Falls Restaurants, LLC	509/766-6883
1202 N Monroe St		Spokane	WA	99201	Spokane Falls Restaurants, LLC	509/325-3005
10620 East Sprague Avenue		Spokane	WA	99206	Spokane Falls Restaurants, LLC	509/892-0111
133 N Sullivan Rd		Spokane Valley	WA	99037	Spokane Falls Restaurants, LLC	509/891-1076
2626 First Street		Cheney	WA	99004	Spokane Falls Restaurants, LLC	509/235-4330
22312 E Apple Way		Liberty Lake	WA	99019	Spokane Falls Restaurants, LLC	509/926-6370
3010 East 29th Avenue		Spokane	WA	99223	Spokane Falls Restaurants, LLC	509/533-5547
4101 No Market St		Spokane	WA	99207	Spokane Falls Restaurants, LLC	509/483-1906
10510 W SR 2		Spokane	WA	99224	Spokane Falls Restaurants, LLC	509/456-2211
2401 S Maiers Rd		Moses Lake	WA	98837	Spokane Falls Restaurants, LLC	509/765-0990
1820 East Main St.		Othello	WA	99344	Spokane Falls Restaurants, LLC	509/488-5022
1305 Basin St		Ephrata	WA	98823	Spokane Falls Restaurants, LLC	509/754-6119
807 S MAIN AVE		Deer Park	WA	99006	Spokane Falls Restaurants, LLC	509/276-6247
6404 N. Ash St..		Spokane	WA	99208	Spokane Falls Restaurants, LLC	509/326-1704
1897 Velp Avenue		Green Bay	WI	54303	Albor Restaurant Group, LLC	920/498-8019
1010 S Broadway		De Pere	WI	54115	Albor Restaurant Group, LLC	920/983-2979
2409 Monroe Rd		De Pere	WI	54115	Albor Restaurant Group, LLC	920/468-1078
1501 Main Avenue		De Pere	WI	54115	Albor Restaurant Group, LLC	920/983-0430
1331 Green Bay Road		Sturgeon Bay	WI	54235	Albor Restaurant Group, LLC	920/746-5258
1266 East Green Bay Street		Shawano	WI	54166	Albor Restaurant Group, LLC	715/524-8143
2491 Babcock Road		Green Bay	WI	54313	Albor Restaurant Group, LLC	920/393-5317
1830 Commercial Street		Warsaw	MO	65355	K-Mac Enterprises, Inc.	660/223-1523
7541 W Thunderbird Road		Peoria	AZ	85381	A&W Tacos, LLC	623/334-5074
1200 S. Opdyke Road		Pontiac	MI	48341	Black River Bells, LLC	248/322-1203
12320 Wayzata Blvd.		Minnetonka	MN	55305	Border Foods, LLC	763/340-2092
301 N Citrus		Covina	CA	91723	C&R Restaurant Group, L.P.	626/966-3213
864 Nogales		Walnut	CA	91789	C&R Restaurant Group, L.P.	626/912-9305
1410 S Azusa Ave		West Covina	CA	91791	C&R Restaurant Group, L.P.	626/918-6650
1737 North Hacienda Blvd		La Puente	CA	91744	C&R Restaurant Group, L.P.	626/918-5347
34077 Yucaipa Blvd		Yucaipa	CA	92399	C&R Restaurant Group, L.P.	909/790-3653
1190 Calimesa Blvd		Calimesa	CA	92320	C&R Restaurant Group, L.P.	909/795-3444
1707 North West Street		Lima	OH	45801	G-Made, Inc.	567/825-0711
2201 Miller Park Way		West Milwaukee	WI	53219	Albor Restaurant Group, LLC	414/253-1550
11257 Roger Bacon Dr		Reston	VA	20190	Virginia Restaurants, LLC	703/638-8209
100 Schumann Dr NW		Stewartville	MN	55976	Border Foods, LLC	507/944-4150
8387 Westpark Way		Zeeland	MI	49464	Border Foods, LLC	269/264-8842
9853 N Michigan Rd.		Carmel	IN	46032	Bell Indiana LLC	317/762-3743
2225 US 41		Greenbrier	TN	37073	KC Bell, Inc.	615/863-1030
3015 Holiday Lane		Eagan	MN	55121	Border Foods, LLC	612/699-8460

7501 Annapolis Road		Landover Hills	MD	20784	HAZA Bell of Northeast, LLC	301/459-0807
6315 Oxon Hill Road		Oxon Hill	MD	20745	HAZA Bell of Northeast, LLC	301/839-5722
4807 Stelton Rd		South Plainfield	NJ	07080	HAZA Bell of Northeast, LLC	908/753-8777
268 Route 10		Succasunna	NJ	07876	HAZA Bell of Northeast, LLC	973/584-4761
1560 Route 46		Parsippany	NJ	07054	HAZA Bell of Northeast, LLC	973/263-2123
4045 Branch Ave		Temple Hills	MD	20748	HAZA Bell of Northeast, LLC	301/894-7288
172 Dumfries Ave		Dumfries	VA	22026	HAZA Bell of Northeast, LLC	703/441-1784
1371 E Putnam Ave		Old Greenwich	CT	06870	HAZA Bell of Northeast, LLC	203/698-2290
3330 Donnell Dr		Forestville	MD	20747	HAZA Bell of Northeast, LLC	301/735-0922
1921 Daniel Stuart Sq		Woodbridge	VA	22191	HAZA Bell of Northeast, LLC	703/491-9900
1402 Highway 37 E		Toms River	NJ	08753	HAZA Bell of Northeast, LLC	732/270-8900
2704 US Highway 22 E		Union	NJ	07083	HAZA Bell of Northeast, LLC	908/964-1577
133 Saint Georges Ave		Roselle	NJ	07203	HAZA Bell of Northeast, LLC	908/245-4490
981 US Highway 9		South Amboy	NJ	08879	HAZA Bell of Northeast, LLC	732/727-3878
366 Convery Blvd		Perth Amboy	NJ	08861	HAZA Bell of Northeast, LLC	732/826-1774
3810 Rt 9 S		Howell	NJ	07731	HAZA Bell of Northeast, LLC	732/364-0015
1006 Largo Center Dr		Largo	MD	20774	HAZA Bell of Northeast, LLC	301/350-1327
622 Market Street		Elmwood Park	NJ	07407	HAZA Bell of Northeast, LLC	201/468-9994
392 Main St		Danbury	CT	06810	HAZA Bell of Northeast, LLC	203/730-0332
6250 Central Ave		Capitol Heights	MD	20743	HAZA Bell of Northeast, LLC	301/336-8548
280A Route 202 31		Flemington	NJ	08822	HAZA Bell of Northeast, LLC	908/788-0718
131 S Route 9W		West Haverstraw	NY	10993	HAZA Bell of Northeast, LLC	845/429-0393
2507 Vestal Pkwy East		Vestal	NY	13850	HAZA Bell of Northeast, LLC	607/729-7039
84 Newtown Rd		Danbury	CT	06810	HAZA Bell of Northeast, LLC	203/790-7996
565 Susquehanna Blvd		Hazleton	PA	18202	HAZA Bell of Northeast, LLC	570/455-4711
1101 N Susquehanna Trl		Selinsgrove	PA	17870	HAZA Bell of Northeast, LLC	570/374-5924
306 Highway 36		West Long Branch	NJ	07764	HAZA Bell of Northeast, LLC	732/935-1122
100 Sumner Ave		Clarks Summit	PA	18411	HAZA Bell of Northeast, LLC	570/586-5788
110 South Wyoming Avenue		Kingston	PA	18704	HAZA Bell of Northeast, LLC	570/288-4011
426 Kidder Street		Wilkes Barre	PA	18702	HAZA Bell of Northeast, LLC	570/829-3390
1135 Easton Ave		Somerset	NJ	08873	HAZA Bell of Northeast, LLC	732/545-9706
1037 Wilkes-Barre Townshp		Wilkes Barre	PA	18702	HAZA Bell of Northeast, LLC	570/826-8911
865 Country Road 64		Elmira	NY	14903	HAZA Bell of Northeast, LLC	607/739-0660
1200 US Highway 22	Phillipsburg Mall	Phillipsburg	NJ	08865	HAZA Bell of Northeast, LLC	908/454-4451
170 State Route 10		East Hanover	NJ	07936	HAZA Bell of Northeast, LLC	973/515-9559
220 Reynolds Road		Johnson City	NY	13790	HAZA Bell of Northeast, LLC	607/729-3551
425 Route 22		Hillside	NJ	07205	HAZA Bell of Northeast, LLC	908/810-1270
8 Highway 35 N		Neptune	NJ	07753	HAZA Bell of Northeast, LLC	732/775-3830
171 State Rt 17		Hasbrouck Heights	NJ	07604	HAZA Bell of Northeast, LLC	201/462-0575
8428 Baltimore Ave.		College Park	MD	20740	HAZA Bell of Northeast, LLC	301/982-7198
2445 Columbia Blvd	Giant Shopping	Bloomsburg	PA	17815	HAZA Bell of Northeast, LLC	570/784-5381
3 Elm Street		Fishkill	NY	12524	HAZA Bell of Northeast, LLC	845/896-7565
751 East Main Street		Stamford	CT	06902	HAZA Bell of Northeast, LLC	203/969-7782
1400 Route 23 North		Wayne	NJ	07470	HAZA Bell of Northeast, LLC	973/694-8821
508 Washington Avenue		Belleville	NJ	07109	HAZA Bell of Northeast, LLC	973/759-2171
908 Highway 37 W	Wal-Mart	Toms River	NJ	08755	HAZA Bell of Northeast, LLC	732/349-7700
755 Main Street		Poughkeepsie	NY	12603	HAZA Bell of Northeast, LLC	845/452-3381
1120 Somerset Street		New Brunswick	NJ	08901	HAZA Bell of Northeast, LLC	732/435-1300
2020 Tonnelle Avenue		North Bergen	NJ	07047	HAZA Bell of Northeast, LLC	201/422-9666
1185 Highway 36		Hazlet	NJ	07730	HAZA Bell of Northeast, LLC	732/739-9596
225-227 US Highway 22		Green Brook	NJ	08812	HAZA Bell of Northeast, LLC	732/968-2461
160 South Avenue		Garwood	NJ	07027	HAZA Bell of Northeast, LLC	908/518-0330
1131 Inman Avenue		Edison	NJ	08820	HAZA Bell of Northeast, LLC	908/226-0333
1837 East Third Street		Williamsport	PA	17701	HAZA Bell of Northeast, LLC	570/322-2273
1173 Route 46		Little Falls	NJ	07424	HAZA Bell of Northeast, LLC	973/256-4008
674 Route 72 E		Manahawkin	NJ	08050	HAZA Bell of Northeast, LLC	609/978-1082
1073 NJ 34		Aberdeen	NJ	07747	HAZA Bell of Northeast, LLC	732/566-7571
5661 Burke Centre Parkway		Burke	VA	22015	HAZA Bell of Northeast, LLC	703/239-0047
13880 Shoppers Best Way		Woodbridge	VA	22192	HAZA Bell of Northeast, LLC	703/583-0447
409 US Highway 206		Hillsborough	NJ	08844	HAZA Bell of Northeast, LLC	908/904-4460
429 Court St		Binghamton	NY	13904	HAZA Bell of Northeast, LLC	607/724-2380
500 S River St		Hackensack	NJ	07601	HAZA Bell of Northeast, LLC	201/727-4343
701 New Jersey 440	Hudson Plaza	Jersey City	NJ	07306	HAZA Bell of Northeast, LLC	201/332-9393

560 Brick Blvd		Brick	NJ	08723	HAZA Bell of Northeast, LLC	732/262-0804
1305 Ulster Ave		Kingston	NY	12401	HAZA Bell of Northeast, LLC	845/336-5341
1412 Route 300		Newburgh	NY	12550	HAZA Bell of Northeast, LLC	845/566-3650
3509 John F Kennedy		Union City	NJ	07087	HAZA Bell of Northeast, LLC	201/479-0585
52 Jones St.		Newark	NJ	07103	HAZA Bell of Northeast, LLC	973/242-8226
220 Harrison Ave.		Kearny	NJ	07032	HAZA Bell of Northeast, LLC	201/299-4766
1300 Holton Lane		Takoma Park	MD	20912	HAZA Bell of Northeast, LLC	301/439-3203
320 Highway 315		Pittston	PA	18640	HAZA Bell of Northeast, LLC	570/654-1674
823 Commerce Blvd		Dickson City	PA	18519	HAZA Bell of Northeast, LLC	570/341-7505
1102 Highway 35		Ocean	NJ	07712	HAZA Bell of Northeast, LLC	609/545-2956
512 Broad St		Elizabeth	NJ	07208	HAZA Bell of Northeast, LLC	908/558-7375
492 Route 211 East		Middletown	NY	10940	HAZA Bell of Northeast, LLC	845/343-4300
350 Broad St.		Newark	NJ	07104	HAZA Bell of Northeast, LLC	862/227-1075
901 St Georges Ave		Woodbridge	NJ	07095	HAZA Bell of Northeast, LLC	732/750-1234
65 Hackensack Ave.		Hackensack	NJ	07601	HAZA Bell of Northeast, LLC	551/775-1472
2 Olive St		Scranton	PA	18508	HAZA Bell of Northeast, LLC	570/340-0507
415 S. Washington Ave		Bergenfield	NJ	07621	HAZA Bell of Northeast, LLC	201/399-2519
412-416 Highway 1		Edison	NJ	08817	HAZA Bell of Northeast, LLC	848/209-0069
1010 W Edgar Rd		Linden	NJ	07036	HAZA Bell of Northeast, LLC	908/808-9030
1553 Montgomery Highway		Hoover	AL	35216	Tacala, LLC	205/624-0952
213 Claire Ave.		Oak Grove	KY	42262	G.F. Enterprise IV LLC	270/698-9625
2479 Hill Rd.		Flint	MI	48507	Great Lakes Taco, LLC	810/243-1489
1155 US-27		Whitley City	KY	42653	Charter Foods, Inc.	606/262-4402
5931 94th Ave N		Brooklyn Park	MN	55443	Border Foods, LLC	612/389-2239
1133 W Petree Road		Anadarko	OK	73005	K-Mac Enterprises, Inc.	405/657-5616
928 W. Main Street		Marion	IL	62959	K-Mac Enterprises, Inc.	618/364-3590
3777 Hamilton Cleves		Hamilton	OH	45013	AG Bells, LLC	513/790-0802
201 S Service Rd		Blytheville	AR	72315	Pacific Bells, LLC	870/762-2310
614 S State St		Clarksdale	MS	38614	Pacific Bells, LLC	662/627-4466
1412 W Park Ave		Greenwood	MS	38930	Pacific Bells, LLC	662/455-9475
606 N. Davis		Cleveland	MS	38732	Pacific Bells, LLC	662/843-0459
4306 River Oaks Drive		Myrtle Beach	SC	29579	Coastal Plains Restaurants, LLC	843/796-3529
22210 OH-51		Genoa	OH	43430	Black River Bells, LLC	419/855-2960
5108 S 1st St.		Milan	TN	38358	Hospitality Tennessee, Inc.	731/723-5200
2979 Ford Street Extension		Ogdensburg	NY	13669	Hospitality Syracuse, Inc.	315/394-3100
10006 S Inglewood		Inglewood	CA	90304	Cotti Foods Corporation	424/439-4988
940 W Trimble Avenue		Berryville	AR	72616	K-Mac Enterprises, Inc.	479/278-4713
2277 South Rd (Route 9)		Poughkeepsie	NY	12601	HAZA Bell of Northeast, LLC	845/243-5820
429 TOMPKINS AVE.		Staten Island	NY	10305	Fiesta Tompkins Inc.	929/256-6861
1 N Montana Street		Butte	MT	59701	MTB 18, LLC	406/221-1198
572 GAR Highway		Swansea	MA	02777	DDO-New England, LLC	774/322-1065
2475 Hylan Blvd		Staten Island	NY	10306	HAZA Bell of Northeast, LLC	917/426-0321
2259 Richmond Ave		Staten Island	NY	10309	HAZA Bell of Northeast, LLC	929/473-2601
4231 State Highway K		O Fallon	MO	63368	Bell Missouri LLC	636/205-9530
297 Route 94		Vernon	NJ	07462	MHF Vernon LLC	973/721-6292
256 STATE ROUTE 23		Franklin	NJ	07416	MHF Franklin LLC	973/823-1539
41 N Main Street		Ellenville	NY	12428	MHF Ellenville LLC	845/210-6345
5124 Milford Rd		East Stroudsburg	PA	18302	MHF East Stroudsburg LLC	570/245-5950
101 Davita Dr.		Milford	PA	18337	MHF Matamoras LLC	570/495-1761
155 Brooklyn Street		Carbondale	PA	18407	MHF Carbondale LLC	570/213-3892
12958 W. Brady		Chesaning	MI	48616	Great Lakes Taco, LLC	989/323-2077
1200 SW Regional Airport Blvd		Bentonville	AR	72712	K-Mac Enterprises, Inc.	479/966-9946
1100 S Oak St,		Van	TX	75790	Southern Multifoods, Inc.	903/963-1274
503 E Lincoln Avenue		Owensville	MO	65066	K-Mac Enterprises, Inc.	573/520-2303
1464 Gibson Avenue		West Plains	MO	65775	K-Mac Enterprises, Inc.	417/372-8669
14000 North Rockwell Ave		Oklahoma City	OK	73142	O&M TB, LLC	405/534-5984
9805 Watson Rd.		Crestwood	MO	63126	Bell Missouri LLC	314/530-7300
640 Marketplace Drive		Waconia	MN	55387	Border Foods, LLC	763/340-2110
3601 13th St		Saint Cloud	FL	34769	MK33 Foods, Inc.	407/957-5456
1709 W. Vine St.		Kissimmee	FL	34741	MK33 Foods, Inc.	407/847-8111
4370 Pleasant Hill Rd		Kissimmee	FL	34746	MK33 Foods, Inc.	407/693-0040
11850 Glasshouse Lane		Orlando	FL	32836	MK33 Foods, Inc.	689/244-7880
5503 S Semoran Blvd.		Orlando	FL	32822	BDE Orlando, LLC	407/658-2508

2474 S Orange Ave.		Orlando	FL	32806	BDE Orlando, LLC	407/481-9341
13309 W Colonial Dr		Winter Garden	FL	34787	BDE Orlando, LLC	407/877-9188
7601 S. Orange Blossom Trail		Orlando	FL	32809	BDE Orlando, LLC	407/240-0025
2050 S Semoran Blvd		Orlando	FL	32822	BDE Orlando, LLC	407/273-9669
5109 International Dr.		Orlando	FL	32819	BDE Orlando, LLC	407/226-9843
1500 McCoy Rd.		Orlando	FL	32809	BDE Orlando, LLC	407/888-1067
5960 Central Florida Parkway		Orlando	FL	32821	BDE Orlando, LLC	407/370-6606
8868 W. Colonial Dr		Ocoee	FL	34761	BDE Orlando, LLC	407/294-3780
1006 Buenaventura Blvd		Kissimmee	FL	34743	BDE Orlando, LLC	321/333-5216
7623 International Dr		Orlando	FL	32819	BDE Orlando, LLC	321/754-9462
449 West Broadway		Boston	MA	02127	Cantina Hospitality, LLC	857/341-1572
2300 Austin Blvd Lot 21		Nevada	MO	64772	K-Mac Enterprises, Inc.	417/283-8009
3912 Sedgebrook St		Greensboro	NC	27409	Charter Central, LLC	336/329-6962
4035 W Chapman		Orange	CA	92868	T&T Taco, LLC	714/634-8623
16252 Harbor Blvd.		Santa Ana	CA	92704	T&T Taco, LLC	714/531-6878
1990 Ostrems Way		San Bernardino	CA	92407	T&T Taco, LLC	909/880-4400
11291 Talbert		Fountain Valley	CA	92708	T&T Taco, LLC	714/540-8736
9925 Warner Ave		Fountain Valley	CA	92708	T&T Taco, LLC	714/968-0029
8548 East Chapman Avenue		Orange	CA	92869	T&T Taco, LLC	714/997-2160
104 3rd Ave		New York	NY	10003	104 Third Taco LLC	929/379-5963
1179 E. Cedar Ave.		Gladwin	MI	48624	Bells and Birds, Inc.	989/426-0139
15045 South Dogwood Street		Glenpool	OK	74033	K-Mac Enterprises, Inc.	539/500-1057
1021 S Cass St		Corinth	MS	38834	Pacific Bells, LLC	662/415-5456
600 S. Gloster St		Tupelo	MS	38801	Pacific Bells, LLC	662/401-1585
200 Park Plaza		New Albany	MS	38652	Pacific Bells, LLC	662/266-6966
884 Barnes Crossing Road		Tupelo	MS	38801	Pacific Bells, LLC	662/401-6012
1000 North Second Street		Booneville	MS	38829	Pacific Bells, LLC	662/720-6206
2732 West Main Street		Tupelo	MS	38801	Pacific Bells, LLC	662/255-6446
402 Interchange Dr.		Fulton	MS	38843	Pacific Bells, LLC	662/213-2729
1537 Monmouth Independence		Monmouth	OR	97361	ES-O-EN TB, LLC	503/506-0081
140 Hamburg Tpke		Wayne	NJ	07470	HAZA Bell of Northeast, LLC	862/329-0382
652 Carey Ave, Hanover		Wilkes Barre	PA	18706	HAZA Bell of Northeast, LLC	570/852-5560
3321 Route 9		Freehold	NJ	07728	HAZA Bell of Northeast, LLC	848/482-8303
15 Prospect St		Passaic	NJ	07055	HAZA Bell of Northeast, LLC	862/295-0082
1600 Glenarm Place		Denver	CO	80205	Cantina Restaurant Group LLC	303/623-0714
60 W. Flatiron Crossing Dr.		Broomfield	CO	80021	Alvarado Concepts, LLC	303/469-1702
4183 Elm Springs Road		Springdale	AR	72762	K-Mac Enterprises, Inc.	479/384-5498
984 S Main St		Lapeer	MI	48446	7 BELLS, LLC	810/664-5283
65891 Van Dyke		Washington	MI	48095	7 BELLS, LLC	586/752-9206
731 South Cedar Street		Imlay City	MI	48444	7 BELLS, LLC	810/721-1908
801 S State		Caro	MI	48723	7 BELLS, LLC	989/672-0110
913 NW 12th Ave		Ava	MO	65608	BK Foods LLC	417/683-4009
1818 N Main		Mountain Grove	MO	65711	BK Foods LLC	417/349-4108
132 Loveland Street		Seymour	MO	65746	BK Foods LLC	417/935-2655
2610 Battleground Ave		Greensboro	NC	27408	Charter Central, LLC	336/288-1086
205 Eastchester Dr		High Point	NC	27262	Charter Central, LLC	336/841-4818
4809 W Market St		Greensboro	NC	27407	Charter Central, LLC	336/855-5230
1812 N. Church St		Burlington	NC	27217	Charter Central, LLC	336/228-1174
1115 Summit Ave		Greensboro	NC	27405	Charter Central, LLC	336/379-9127
1680 E Market St		Harrisonburg	VA	22801	Charter Central, LLC	540/433-7877
140 River Bend Dr		Charlottesville	VA	22901	Charter Central, LLC	434/296-7647
2437 Lewisville Clemmons Rd		Clemmons	NC	27012	Charter Central, LLC	336/766-0107
820 Gardens Blvd		Charlottesville	VA	22901	Charter Central, LLC	434/974-1344
4620 W Gate City Blvd		Greensboro	NC	27407	Charter Central, LLC	336/855-9063
854 Statler Blvd		Staunton	VA	24401	Charter Central, LLC	540/886-5496
2515 W Gate City Blvd		Greensboro	NC	27403	Charter Central, LLC	336/294-0100
3740 Battleground Ave		Greensboro	NC	27410	Charter Central, LLC	336/288-3740
1079 E Stuart Dr.		Galax	VA	24333	Charter Central, LLC	276/238-1533
255 Summit Point Ln.		Winston Salem	NC	27105	Charter Central, LLC	336/377-2499
2281 S Main St		Harrisonburg	VA	22801	Charter Central, LLC	540/432-6583
49 E. Midland Trail		Lexington	VA	24450	Charter Central, LLC	540/463-1667
507 South Main Street		Graham	NC	27253	Charter Central, LLC	336/513-0095
1301 Bridford Pkwy		Greensboro	NC	27407	Charter Central, LLC	336/855-5627

3644 Reynolda Road		Winston Salem	NC	27106	Charter Central, LLC	336/922-6166
2901 West Main Street		Waynesboro	VA	22980	Charter Central, LLC	540/401-6945
1158 5th Street, S.W.		Charlottesville	VA	22902	Charter Central, LLC	434/295-9185
801 Emmet St. N.		Charlottesville	VA	22903	Charter Central, LLC	434/979-9074
1695 Westbrook Plaza Drive		Winston Salem	NC	27103	Charter Central, LLC	336/768-7017
1003 South Main Street	Kernersville	Kernersville	NC	27284	Charter Central, LLC	336/993-8226
8726 Seminole Trail		Ruckersville	VA	22968	Charter Central, LLC	434/985-2232
349 Akron Drive		Winston Salem	NC	27105	Charter Central, LLC	336/744-1750
2701 S Main St		High Point	NC	27263	Charter Central, LLC	336/887-6618
1299 Silas Creek Pkwy.		Winston Salem	NC	27127	Charter Central, LLC	336/724-3844
2239 Martin Luther King Jr Blvd		Greensboro	NC	27406	Charter Central, LLC	336/333-9296
6405 W Interstate Ct		Whitsett	NC	27377	Charter Central, LLC	336/449-0125
551 CC Camp Road		Elkin	NC	28621	Charter Central, LLC	336/526-2447
1435 River Ridge Dr		Clemmons	NC	27012	Charter Central, LLC	336/712-8055
3409 Pearlview Drive		Walkertown	NC	27051	Charter Central, LLC	336/595-2255
485 Market Street		Zion Crossroads	VA	22942	Charter Central, LLC	540/406-5908
309 Huffman Mill Road		Burlington	NC	27215	Charter Central, LLC	336/584-7543
1312 Mebane Oaks Road		Mebane	NC	27302	Charter Central, LLC	919/568-9530
145 South Main Street		Hillsville	VA	24343	Charter Central, LLC	276/266-3022
103 E Elmsley Drive		Greensboro	NC	27406	Charter Central, LLC	336/897-3557
840 Shenandoah Village Dr.		Waynesboro	VA	22980	Charter Central, LLC	540/324-3551
10102 S Main St		Archdale	NC	27263	Charter Central, LLC	336/804-5011
500 N Madison Rd		Orange	VA	22960	Charter Central, LLC	540/308-7639
3810 N. Church St.		Greensboro	NC	27455	Charter Central, LLC	336/763-1004
126 NC Hwy 801 N		Bermuda Run	NC	27006	Charter Central, LLC	336/934-5883
301 W Ehringhaus Street		Elizabeth City	NC	27909	Charter Central, LLC	252/338-2000
7320 S. Virginia Dare Trail		Nags Head	NC	27959	Charter Central, LLC	252/441-3028
1732 W. Main St.		Salem	VA	24153	Charter Central, LLC	540/389-7515
608 N Main St		Blacksburg	VA	24060	Charter Central, LLC	540/552-6169
3035 Riverside Dr		Danville	VA	24541	Charter Central, LLC	434/793-8275
1406 Hershberger Road NW		Roanoke	VA	24012	Charter Central, LLC	540/366-3549
4220 Franklin Rd SW		Roanoke	VA	24014	Charter Central, LLC	540/989-9523
2500 Market St		Christiansburg	VA	24073	Charter Central, LLC	540/381-0641
8131 Timberlake Road		Lynchburg	VA	24502	Charter Central, LLC	434/239-0566
1208 Piney Forest Road		Danville	VA	24540	Charter Central, LLC	434/836-8345
3306 Westmoreland Drive		Roanoke	VA	24018	Charter Central, LLC	540/776-9563
2700 Lee Highway South		Troutville	VA	24175	Charter Central, LLC	540/491-4433
7369 Peppers Ferry Road		Radford	VA	24141	Charter Central, LLC	540/633-1154
1001 Independence Blvd		Bedford	VA	24523	Charter Central, LLC	540/586-1199
1708 S. Main Street		Farmville	VA	23901	Charter Central, LLC	434/392-4066
500 Liberty St		Martinsville	VA	24112	Charter Central, LLC	276/666-2679
3544 Virginia Ave		Collinsville	VA	24078	Charter Central, LLC	276/647-1136
14867 Forest Road		Forest	VA	24551	Charter Central, LLC	434/525-9685
68 Market Place Drive		Rocky Mount	VA	24151	Charter Central, LLC	540/484-0266
1016 Bill Tuck Hwy		South Boston	VA	24592	Charter Central, LLC	434/404-3146
7730 Richmond Highway		Appomattox	VA	24522	Charter Central, LLC	434/352-7492
5014 S. Amherst Hwy		Madison Heights	VA	24572	Charter Central, LLC	434/847-4940
3270 Old Forest Rd		Lynchburg	VA	24501	Charter Central, LLC	434/941-1453
3865 Conlon Way		Elizabeth City	NC	27909	Charter Central, LLC	252/621-1395
3351 Candlers Mntn Rd		Lynchburg	VA	24502	Charter Central, LLC	434/845-2250
232 Virginia Rd		Edenton	NC	27932	Charter Central, LLC	252/632-0921
4692 Cleburne Blvd		Dublin	VA	24084	Charter Central, LLC	540/307-5769
12199 N. NC Highw3ay 150		Winston-Salem	NC	27127	Charter Central, LLC	336/293-4622
5415 N Croatan Hwy		Southern Shores	NC	27949	Charter Central, LLC	252/715-0138
1918 Washington Avenue		Vinton	VA	24179	Charter Central, LLC	540/566-3111
8250 Laurel Canyon Blvd		North Hollywood	CA	91605	Angel City Bell, LLC	818/768-6349
21120 Devonshire Street		Chatsworth	CA	91311	Angel City Bell, LLC	818/341-2688
18941 Soledad Canyon Rd		Canyon Country	CA	91351	Angel City Bell, LLC	661/251-0330
989 W Foothill Blvd.		Upland	CA	91786	Angel City Bell, LLC	909/981-1494
1438 Los Angeles Ave		Simi Valley	CA	93065	Angel City Bell, LLC	805/526-1222
490 N Tustin St		Orange	CA	92867	Angel City Bell, LLC	714/633-6666
12910 Foothill Blvd		Sylmar	CA	91342	Angel City Bell, LLC	818/898-0875
1968 Glen Oaks Blvd		San Fernando	CA	91340	Angel City Bell, LLC	818/898-1968

324 S Brookhurst		Anaheim	CA	92804	Angel City Bell, LLC	714/778-0730
43466 State Highway 74		Hemet	CA	92544	Angel City Bell, LLC	951/927-0166
23146 Valencia Blvd		Santa Clarita	CA	91355	Angel City Bell, LLC	661/287-1673
24712 W Pico Canyon Rd		Newhall	CA	91321	Angel City Bell, LLC	661/254-0651
2560 N Perris Blvd		Perris	CA	92571	Angel City Bell, LLC	951/657-4420
2360 Tapo Street		Simi Valley	CA	93063	Angel City Bell, LLC	805/526-5450
2151 Foothill Blvd		La Canada	CA	91011	Angel City Bell, LLC	818/957-1559
14511 Chatsworth Drive		San Fernando	CA	91340	Angel City Bell, LLC	818/361-8502
1953 E Colorado Blvd		Pasadena	CA	91107	Angel City Bell, LLC	626/432-1870
15651 Sherman Way		Van Nuys	CA	91406	Angel City Bell, LLC	747/377-4203
2136 Hacienda Blvd		Hacienda Heights	CA	91745	Angel City Bell, LLC	626/333-7827
6060 North Figueroa Street		Highland Park	CA	90042	Angel City Bell, LLC	323/258-9353
468 South Main Street		Orange	CA	92868	Angel City Bell, LLC	714/939-6193
2233 N Tustin St		Orange	CA	92865	Angel City Bell, LLC	714/637-1227
1810 N Bristol St.		Santa Ana	CA	92706	Angel City Bell, LLC	714/953-7344
2729 W Ave L		Lancaster	CA	93536	Angel City Bell, LLC	661/943-7722
1740 East Avenue J		Lancaster	CA	93535	Angel City Bell, LLC	661/940-1994
2561 E Ave S		Palmdale	CA	93550	Angel City Bell, LLC	661/267-1624
43720 15th St W		Lancaster	CA	93534	Angel City Bell, LLC	661/723-1488
739 W Avenue P		Palmdale	CA	93550	Angel City Bell, LLC	661/272-9731
1004 West Avenue I		Lancaster	CA	93534	Angel City Bell, LLC	661/726-4943
102 West Palmdale Blvd		Palmdale	CA	93550	Angel City Bell, LLC	661/273-5154
859 N Mountain Ave		Ontario	CA	91762	Angel City Bell, LLC	909/986-8735
37910 47th Street East		Palmdale	CA	93552	Angel City Bell, LLC	661/285-2022
12786 Van Nuys Blvd		Pacoima	CA	91331	Angel City Bell, LLC	818/890-4711
26631 Trabuco Road		Mission Viejo	CA	92691	Angel City Bell, LLC	949/586-9170
6970 Mission Blvd		Rubidoux	CA	92509	Angel City Bell, LLC	951/681-0123
17111 Foothill Blvd		Fontana	CA	92335	Angel City Bell, LLC	909/428-0874
6579 Milliken		Rancho Cucamonga	CA	91730	Angel City Bell, LLC	909/948-1859
8720 Central Avenue		Montclair	CA	91763	Angel City Bell, LLC	909/931-0558
24936 Elder Ave.		Moreno Valley	CA	92557	Angel City Bell, LLC	951/363-5418
2193 Sampson Ave		Corona	CA	92879	Angel City Bell, LLC	951/298-9677
16045 Sierra Lakes Pkwy		Fontana	CA	92336	Angel City Bell, LLC	909/600-2713
2201 S. Mountain Ave.		Ontario	CA	91762	Angel City Bell, LLC	909/295-3580
1885 E 4th St		Ontario	CA	91764	Angel City Bell, LLC	909/284-8034
2544 S Archibald Ave		Ontario	CA	91761	Angel City Bell, LLC	909/295-4372
16863 Valley Blvd		Fontana	CA	92335	Angel City Bell, LLC	909/600-2325
1134 W 6th St		Corona	CA	92882	Angel City Bell, LLC	951/281-0064
12789 Foothill Blvd.		Rancho Cucamonga	CA	91739	Angel City Bell, LLC	909/285-0960
1140 Hamner Avenue		Norco	CA	92860	Angel City Bell, LLC	951/281-2085
15140 Summit Ave.		Fontana	CA	92336	Angel City Bell, LLC	909/600-5020
220 W. Ontario St.		Corona	CA	92882	Angel City Bell, LLC	951/281-2050
12486 Limonite Ave		Mira Loma	CA	91752	Angel City Bell, LLC	951/968-5990
9709 Baseline Rd		Rancho Cucamonga	CA	91730	Angel City Bell, LLC	909/285-9568
27010 Fir Ave.		Moreno Valley	CA	92555	Angel City Bell, LLC	951/363-3700
58497 29 Palms Hwy		Yucca Valley	CA	92284	Angel City Bell, LLC	760/820-9690
3140 Chino Ave		Chino Hills	CA	91709	Angel City Bell, LLC	909/903-8512
690 N. Indian Hill Blvd		Pomona	CA	91767	Angel City Bell, LLC	909/632-4488
12382 Central Avenue		Chino	CA	91710	Angel City Bell, LLC	909/465-9585
1420 University Ave		Riverside	CA	92507	Angel City Bell, LLC	951/684-0728
7940 Limonite		Riverside	CA	92509	Angel City Bell, LLC	951/681-2600
23010 Sunnymead Blvd		Moreno Valley	CA	92553	Angel City Bell, LLC	951/247-2355
10995 Magnolia Ave		Riverside	CA	92505	Angel City Bell, LLC	951/688-3788
181 E Alessandro Blvd		Riverside	CA	92508	Angel City Bell, LLC	951/780-2493
5587 Arlington Avenue		Riverside	CA	92504	Angel City Bell, LLC	951/352-0931
18772 Valley Blvd		Bloomington	CA	92316	Angel City Bell, LLC	909/421-2510
4718 Green River Rd		Corona	CA	92880	Angel City Bell, LLC	951/254-2953
785 North Ramona Blvd		San Jacinto	CA	92583	Angel City Bell, LLC	951/654-1696
22585 Alessandro Blvd		Moreno Valley	CA	92553	Angel City Bell, LLC	951/413-1050
23651 Rockfield Blvd.		Lake Forest	CA	92630	Angel City Bell, LLC	949/356-0950
3317 W. Florida Ave.		Hemet	CA	92545	Angel City Bell, LLC	951/633-4500
22300 Old Canal Road		Yorba Linda	CA	92887	Angel City Bell, LLC	657/522-7515
4200 Chino Hills Pkwy	Suite 115	Chino Hills	CA	91709	Angel City Bell, LLC	909/903-8505

5225 Van Buren Blvd		Riverside	CA	92503	Angel City Bell, LLC	951/405-2268
7430 Cherry Ave	Cherry/Baseline	Fontana	CA	92336	Angel City Bell, LLC	909/320-2146
17965 VAN BUREN BL		Riverside	CA	92508	Angel City Bell, LLC	951/848-0126
1448 Sixth Street		Norco	CA	92860	Angel City Bell, LLC	951/460-0975
302 Mall Blvd		Savannah	GA	31406	Blaise Savannah Bells, LLC	912/355-5225
2631 Skidaway Rd		Savannah	GA	31404	Blaise Savannah Bells, LLC	912/236-6682
14005 Abercorn St		Savannah	GA	31419	Blaise Savannah Bells, LLC	912/925-0063
1004 E. Highway 80		Pooler	GA	31322	Blaise Savannah Bells, LLC	912/748-0022
11 Gateway Village Road		Bluffton	SC	29910	Blaise Savannah Bells, LLC	843/706-2633
729 Northside Dr E		Statesboro	GA	30458	Blaise Savannah Bells, LLC	912/489-1291
301 W. General Screven Way	Azalea St	Hinesville	GA	31313	Blaise Savannah Bells, LLC	912/876-2091
7897 US Highway 301		Claxton	GA	30417	Blaise Savannah Bells, LLC	912/739-3007
3029 Cerrillos Road		Santa Fe	NM	87507	KBP Bells, LLC	505/471-0611
1600 N. Riverside Dr.		Espanola	NM	87532	KBP Bells, LLC	505/753-9399
1201 Cerrillos Road		Santa Fe	NM	87505	KBP Bells, LLC	505/982-5065
5040 Promenade Blvd		Santa Fe	NM	87507	KBP Bells, LLC	505/471-0351
64 Cities of Gold Road		Santa Fe	NM	87506	KBP Bells, LLC	505/365-0745
226 Bullsboro Dr		Newnan	GA	30263	Future Bells GA, LLC	470/215-6351
1025 Hampton Rd		McDonough	GA	30253	Future Bells GA, LLC	770/914-9435
314 New Franklin Rd		La Grange	GA	30240	Future Bells GA, LLC	706/756-6060
2951 Legion Way		East Point	GA	30344	Future Bells GA, LLC	404/767-7908
3410 Highway 34 E		Sharpsburg	GA	30277	Future Bells GA, LLC	770/254-0206
29 Longview Drive		Hiawassee	GA	30546	Future Bells GA, LLC	706/970-3660
170 Bill Wigington Pkwy		Jasper	GA	30143	Future Bells GA, LLC	470/601-6588
11317 Highway 27		Summerville	GA	30747	Future Bells GA, LLC	706/859-8226
830 HWY 81 E		McDonough	GA	30252	Future Bells GA, LLC	678/782-5617
152 North Lee Street		Forsyth	GA	31029	Future Bells GA, LLC	478/992-9058
295 Marketplace Blvd.		Dawsonville	GA	30534	Future Bells GA, LLC	706/314-8290
1101 Lower Fayetteville Road		Newnan	GA	30265	Future Bells GA, LLC	678/590-3620
158 Highland Xing South		Ellijay	GA	30540	Future Bells GA, LLC	706/503-3990
1633 North Expressway		Griffin	GA	30223	Future Bells GA, LLC	770/229-5481
731 W. Taylor St.		Griffin	GA	30223	Future Bells GA, LLC	770/412-1524
1301 West Spring Street		Monroe	GA	30655	Future Bells GA, LLC	770/267-9209
303 Highway 441 N		Clayton	GA	30525	Future Bells GA, LLC	706/212-0301
1506 LaFayette Parkway		LaGrange	GA	30241	Future Bells GA, LLC	706/350-5250
1314 Middle Country Rd		Selden	NY	11784	MHF MGMT II LLC	631/320-7956
98 Forest Ave.		Glen Cove	NY	11542	MHF MGMT II LLC	516/726-3252
1750 Middle Country Rd		Ridge	NY	11961	MHF MGMT II LLC	631/913-3692
9701 Atlantic Ave		Woodhaven	NY	11421	MHF MGMT II LLC	718/807-4462
1981 Broadhollow Rd		Farmingdale	NY	11735	MHF MGMT II LLC	631/752-7723
348 Middle Country Road		Coram	NY	11727	MHF MGMT II LLC	631/503-7884
3351 CONNERS STREET		Bronx	NY	10475	MHF MGMT II LLC	347/346-4122
961 E 174th street		Bronx	NY	10460	MHF MGMT II LLC	718/255-7658
57-17 Myrtle Ave		Ridgewood	NY	11385	MHF MGMT II LLC	929/268-0918
1920 Central Park Ave		Yonkers	NY	10710	MHF MGMT II LLC	914/793-9440
1889 Bruckner Blvd		Bronx	NY	10472	MHF MGMT II LLC	718/807-4924
60-12 Northern Blvd		Woodside	NY	11377	MHF MGMT II LLC	718/564-8050
329 Main St		New Rochelle	NY	10801	MHF MGMT II LLC	914/265-5248
2200 Crain Hwy		Waldorf	MD	20601	R & R Ventures West, LLC	301/870-8825
70 Kent Towne Market		Chester	MD	21619	R & R Ventures West, LLC	410/643-7291
6420 Coventry Way		Clinton	MD	20735	R & R Ventures West, LLC	301/856-9268
1088 State Route 3 N		Gambrills	MD	21054	R & R Ventures West, LLC	410/721-5598
22599 MacArthur Blvd		California	MD	20619	R & R Ventures West, LLC	301/862-2345
23475 Sussex Hwy.		Seaford	DE	19973	R & R Ventures East, LLC	302/629-6704
3091 Solomons Island Rd		Edgewater	MD	21037	R & R Ventures West, LLC	410/956-5952
8091 Ocean Gateway		Easton	MD	21601	R & R Ventures East, LLC	410/822-3118
578 Richie Hwy		Severna Park	MD	21146	R & R Ventures West, LLC	410/647-8150
15701 Annapolis Rd		Bowie	MD	20715	R & R Ventures West, LLC	301/262-0454
13360 Laurel Bowie Rd		Laurel	MD	20708	R & R Ventures West, LLC	410/792-9225
91 Smallwood Drive		Waldorf	MD	20602	R & R Ventures West, LLC	301/843-8475
55 Steeple Chase Drive		Prince Frederick	MD	20678	R & R Ventures West, LLC	410/535-9335
19010 Coastal Hwy	Rehoboth Mall	Rehoboth Beach	DE	19971	R & R Ventures East, LLC	302/645-4655
709 Washington Avenue Route		Chestertown	MD	21620	R & R Ventures West, LLC	410/810-1399

26501 Point Lookout Road		Leonardtown	MD	20650	R & R Ventures West, LLC	301/997-1401
11751 Beltsville Drive		Beltsville	MD	20705	R & R Ventures West, LLC	301/586-9444
13400 HG Trueman Rd.		Solomons	MD	20688	R & R Ventures West, LLC	410/326-0180
5995 Crain Hwy.		La Plata	MD	20646	R & R Ventures West, LLC	301/392-6247
22288 S Sterling Blvd		Sterling	VA	20164	CM AND DOM LLC	703/450-8393
13800 Metrotech Drive		Chantilly	VA	20151	CM AND DOM LLC	703/817-9720
4418 Chantilly Place		Chantilly	VA	20151	CM AND DOM LLC	703/263-2034
8419 Old Court House Road		Vienna	VA	22182	CM AND DOM LLC	703/821-0939
43230 Southern Walk Plaza		Ashburn	VA	20148	CM AND DOM LLC	703/729-1263
1803 West St		Annapolis	MD	21401	R & R Ventures West, LLC	410/280-1682
7622 Osborne Rd		Upper Marlboro	MD	20772	R & R Ventures West, LLC	301/952-8226
30343 Triangle Drive		Charlotte Hall	MD	20622	CM AND DOM LLC	301/884-4721
16300 Heritage Blvd		Bowie	MD	20716	Carl Delmarva, LLC	301/464-3250
3019 Centerville Rd.		Herndon	VA	20171	CM AND DOM LLC	571/401-1018
10090 Dunkirk Way		Dunkirk	MD	20754	Carl Delmarva, LLC	443/964-1688
15670 Columbia Pike		Burtonsville	MD	20866	Carl Delmarva, LLC	240/883-7033
21583 Great Mills Road		Lexington Park	MD	20653	R & R Ventures West, LLC	301/863-5725
4258 Maple Road		Amherst	NY	14226	KBP Bells, LLC	716/833-8332
3730 Union Road		Buffalo	NY	14221	KBP Bells, LLC	716/685-7907
7300 Niagara Falls Blvd		Niagara Falls	NY	14304	KBP Bells, LLC	716/283-0644
5802 S Transit Rd		Lockport	NY	14094	KBP Bells, LLC	716/434-3078
3175 Orchard Park		Orchard Park	NY	14127	KBP Bells, LLC	716/608-3138
43311 Defender Drive		Chantilly	VA	20152	CM AND DOM LLC	703/745-5337
9008 Holly Road		Grand Blanc	MI	48439	Great Lakes Taco, LLC	810/695-3545
6946 Sashabaw Rd.		Clarkston	MI	48348	Great Lakes Taco, LLC	248/620-6700
660 S Lapeer Rd		Lake Orion	MI	48362	Great Lakes Taco, LLC	248/693-8072
1893 Elmwood Ave		Buffalo	NY	14207	KBP Bells, LLC	716-815-4142
207 South Bloomington Street		Lowell	AR	72745	K-Mac Enterprises, Inc.	479/770-0948
1005 E Main Street		Chillicothe	OH	45601	Mas Restaurant Group, LLC	513/655-2460
1760 Pecan Ln		Kernersville	NC	27284	Charter Central, LLC	336/904-3965
2100 S. Caraway Road		Jonesboro	AR	72401	Pacific Bells, LLC	870/932-9039
HWY 45 BYP S 2045		Trenton	TN	38382	Hospitality Tennessee, Inc.	731/200-9156
1059 S Market St.		Wilmington	DE	19801	Delaware Restaurants, LLC	445/247-1862
7815 Wise Avenue		Dundalk	MD	21222	Maryland Cantina, LLC	443/826-1396
700 Eastern Boulevard		Essex	MD	21221	Maryland Cantina, LLC	410/391-9032
625 Baltimore Blvd		Westminster	MD	21157	Maryland Cantina, LLC	410/751-6244
110 E Pulaski Hwy		Elkton	MD	21921	Maryland Cantina, LLC	443/945-4473
2155 Pulaski Hwy		Edgewood	MD	21040	Maryland Cantina, LLC	410/671-9388
347 Patteson Dr		Morgantown	WV	26505	WEST VIRGINIA CANTINA, LLC	304/599-1425
901 Lincoln Wy E		Chambersburg	PA	17201	CHESTNUT RESTAURANTS, LLC	717/267-3359
902 Industrial Drive		Summersville	WV	26651	WEST VIRGINIA CANTINA, LLC	304/872-5757
1022 Mountain Laurel Plaza		Latrobe	PA	15650	CHESTNUT RESTAURANTS, LLC	724/537-8390
1086 W Patrick St.		Frederick	MD	21703	Maryland Cantina, LLC	301/662-1839
1429 Liberty Road		Eldersburg	MD	21784	Maryland Cantina, LLC	410/795-2539
1509 Harrison Ave		Elkins	WV	26241	WEST VIRGINIA CANTINA, LLC	304/637-5757
8110 Liberty Rd		Baltimore	MD	21244	Maryland Cantina, LLC	410/521-8163
931 W 7th St		Frederick	MD	21701	Maryland Cantina, LLC	301/698-1899
4032 William Penn Hwy		Monroeville	PA	15146	CHESTNUT RESTAURANTS, LLC	412/374-8226
3319 Pulaski Hwy		Baltimore	MD	21224	Maryland Cantina, LLC	410/675-2376
394 Mcclellandtown Rd.		Uniontown	PA	15401	CHESTNUT RESTAURANTS, LLC	724/438-6488
105 Emily Dr		Clarksburg	WV	26301	WEST VIRGINIA CANTINA, LLC	304/622-5757
1002 Beards Hill Road		Aberdeen	MD	21001	Maryland Cantina, LLC	410/272-2364
2300 Ardmore Blvd		Forest Hills	PA	15221	CHESTNUT RESTAURANTS, LLC	412/271-9062
6217 Route 30	Hempfield Plaza	Greensburg	PA	15601	CHESTNUT RESTAURANTS, LLC	724/838-9226
334 Queen City Drive		Cumberland	MD	21502	Maryland Cantina, LLC	301/777-7021
8775 Norwin Ave.		Irwin	PA	15642	CHESTNUT RESTAURANTS, LLC	724/864-9509
9409 Annapolis Road	Pad Of	Lanham	MD	20706	Maryland Cantina, LLC	301/577-4592
2802 Jacks Run Rd		McKeesport	PA	15131	CHESTNUT RESTAURANTS, LLC	412/678-6820
10245 Reistertown Road		Owings Mills	MD	21117	Maryland Cantina, LLC	443/867-7651
6200 Baltimore National Pike		Catonsville	MD	21228	Maryland Cantina, LLC	410/788-3379
11 Southland Drive		Fairmont	WV	26554	WEST VIRGINIA CANTINA, LLC	304/363-5620
13830 Georgia Avenue		Silver Spring	MD	20906	Maryland Cantina, LLC	301/871-9286
10810 Baltimore Avenue		Beltsville	MD	20705	Maryland Cantina, LLC	301/931-8451

302 Cheat Road	Ashebrooke	Morgantown	WV	26508	WEST VIRGINIA CANTINA, LLC	610/260-1500
1314 E Patrick		Frederick	MD	21701	Maryland Cantina, LLC	301/668-3913
7 Commerce Dr		Westover	WV	26501	WEST VIRGINIA CANTINA, LLC	304/291-6071
305 Ballenger Center Dr.		Frederick	MD	21703	Maryland Cantina, LLC	301/662-7222
13010 Garrett Highway		Oakland	MD	21550	Maryland Cantina, LLC	301/334-5842
582 Middletown Warwick Rd		Middletown	DE	19709	Delaware Restaurants, LLC	302/378-0406
1340 Columbia Ave		Lancaster	PA	17603	CHESTNUT RESTAURANTS, LLC	717/295-4750
1090 Carlisle St		Hanover	PA	17331	CHESTNUT RESTAURANTS, LLC	717/633-7212
570 Walton Avenue		Hummelstown	PA	17036	CHESTNUT RESTAURANTS, LLC	717/675-8734
2040 Lincoln Hwy East		Lancaster	PA	17602	CHESTNUT RESTAURANTS, LLC	717/481-4936
825 Eisenhower Blvd		Middletown	PA	17057	CHESTNUT RESTAURANTS, LLC	717/985-1257
2100 W. Cumberland Street		Lebanon	PA	17042	CHESTNUT RESTAURANTS, LLC	717/272-2085
1105 Oakland Avenue		Indiana	PA	15701	CHESTNUT RESTAURANTS, LLC	724/349-8226
110 Crossroads Plaza		Mount Pleasant	PA	15666	CHESTNUT RESTAURANTS, LLC	724/547-2707
705 Allegheny Avenue		Pittsburgh	PA	15233	CHESTNUT RESTAURANTS, LLC	412/322-0650
6664 Security Blvd		Baltimore	MD	21207	Maryland Cantina, LLC	410/944-1150
72 West Main Street		Buckhannon	WV	26201	WEST VIRGINIA CANTINA, LLC	304/473-7575
40 CORPORATE CAMPUS DR		Blairsville	PA	15717	CHESTNUT RESTAURANTS, LLC	724/459-5003
4700 Boston Street		Baltimore	MD	21224	Maryland Cantina, LLC	443/827-2037
4482 Admiral Peary Hwy		Ebensburg	PA	15931	CHESTNUT RESTAURANTS, LLC	814/419-4992
212 Rodi Road		Pittsburgh	PA	15235	CHESTNUT RESTAURANTS, LLC	412/545-5475
450 Shrewsbury Commons		Shrewsbury	PA	17361	CHESTNUT RESTAURANTS, LLC	717/227-1307
100 Market Place Mall		Weston	WV	26452	WEST VIRGINIA CANTINA, LLC	304/997-4920
25 Ohio River Blvd		Sewickley	PA	15143	CHESTNUT RESTAURANTS, LLC	412/324-6708
1262 National Highway		LaVale	MD	21502	Maryland Cantina, LLC	240/803-5835
3168 S Oates Street		Dothan	AL	36301	Tacala, LLC	334/784-0284
4525 Valleydale Road		Birmingham	AL	35242	Tacala, LLC	659/287-0018
2674 Tracy Ann Road		Grand Junction	CO	81503	ColCal Colorado, Inc.	970/852-6532
1950 2nd Ave SE		Cambridge	MN	55008	Border Foods, LLC	763/645-0373
34070 Commerce Drive		De Soto	KS	66018	Royal City Bell, LLC	913/349-0384
442 S. Washington St		New Bremen	OH	45869	Fiesta Holdings, Inc.	419/954-0389
7520 W. Lower Buckeye Rd		Phoenix	AZ	85043	Hot Tacos, Inc.	480/561-0535
5601 W Cermak Rd		Cicero	IL	60804	AG Bells II LLC	708/329-2751
W 206 US-2		Saint Ignace	MI	49781	7 BELLS, LLC	906/984-9045
402 W. Hwy 90		Dayton	TX	77535	Mas Restaurant Group, LLC	936/391-8489
3541 Tower Ave		Superior	WI	54880	Border Foods of Wisconsin, LLC	218/216-6613
2700 Charles Hardy Parkway		Dallas	GA	30157	Mahamitra Hardy LLC	678/277-2768
127 Pleasant Grove Road SW		McDonald	TN	37353	Tacala Tennessee Corp.	423/250-3829
1408 E. Dixie Dr.		Asheboro	NC	27203	Luihn VantEdge Partners, LLC	743/220-2632
2111 Dr Frank Lee Jr.		Florence	SC	29506	Coastal Plains Restaurants, LLC	843/702-6466
24 East 23rd Street		New York	NY	10010	1 Madison Park Taco LLC	332/236-9098
8324 W State Road 56		West Baden Springs	IN	47469	C. & M. Smith Restaurants, Inc.	812/481-8092
1937 Harper Road		Beckley	WV	25801	Charter Central, LLC	304-712-3158
977 Lincoln Park Road		Springfield	KY	40069	ABTB Louisville LLC	859/287-2750
644 W Plane St		Bethel	OH	45106	AG Bells, LLC	513/995-4450
7085 Elizabeth St		Parkville	MO	64152	Royal City Bell, LLC	816/601-0570
856 Niagara Falls Blvd		North Tonawanda	NY	14120	KBP Bells, LLC	361-353-2962
1001 N. Broadway		Tecumseh	OK	74873	K-Mac Enterprises, Inc.	405/598-7251
1328 E 4th St.		Mount Vernon	IN	47620	Bell Indiana LLC	812/461-1810
3515 Hwy 49		Collins	MS	39428	Pacific Bells, LLC	601/765-3104
205 W. Pine Street		Eagle River	WI	54521	Border Foods of Wisconsin, LLC	715/449-8521
14601 Northwest Blvd		Corpus Christi	TX	78410	Southern Multifoods, Inc.	361/353-2962
25 S. Merchant Ave		Clayton	NC	27527	Luihn VantEdge Partners, LLC	984/279-1672
13660 N. Prasada Pkwy		Surprise	AZ	85388	Hot Tacos, Inc.	623/248-6222
27625 IL Route 120		Lakemoor	IL	60051	Bell Great Lakes LLC	815/709-4640
9720 West Sky Canyon Park		Las Vegas	NV	89166	Silver State Bell, LLC	725/238-5748
1215 Getty St S		Sauk Centre	MN	56378	Border Foods, LLC	320/429-8387
9540 S Cicero Avenue		Oak Lawn	IL	60453	Shamrock TBC, Inc.	708/529-6960
8945 Lower Sonoma Lane		Fort Worth	TX	76177	Southern Multifoods, Inc.	682/747-2490
805 Grant Ave.		Blaine	WA	98230	Pacific Bells, LLC	657-204-4897
225521 Lilac Ave.		Wausau	WI	54401	Border Foods of Wisconsin, LLC	
1501 Michigan Ave W		Battle Creek	MI	49037	Border Foods, LLC	269/234-7542
1000 Liberty Way		North Liberty	IA	52317	HAZA Bell of Nebraska, LLC	319/734-1525

209 Blythewood Rd		Blythewood	SC	29016	Bell Carolina LLC	803/969-0445
3427 Broadway		New York	NY	10031	Taco 138 Inc	
576 Gilmer Avenue		Tallassee	AL	36078	Tacala, LLC	334/812-5770
358 Lake Avenue		Rochester	NY	14608	Hospitality Syracuse, Inc.	585/532-6230
1822 Lincolnway East		Goshen	IN	46526	Bell Great Lakes LLC	574/535-0456
1102 S Timberland		Lufkin	TX	75901	Southern Multifoods, Inc.	936/637-3745
1822 Santa Fe		Long Beach	CA	90810	J & S Food Sales, Inc.	562/983-1520
2500 E Pacific Coast Hwy		Long Beach	CA	90804	J & S Food Sales, Inc.	562/498-7283
1150 W Foothill		Azusa	CA	91702	J & S Food Sales, Inc.	626/334-0889
1485 N Montebello Blvd		Montebello	CA	90640	J & S Food Sales, Inc.	323/721-3666
1709 Battleground Drive		Iuka	MS	38852	Pacific Bells, LLC	662/423-3936
1220 North Douglass Street		Malden	MO	63863	K-Mac Enterprises, Inc.	573-990-8678
8660 Highway 51		Minocqua	WI	54548	Border Foods of Wisconsin, LLC	715/564-9250
217 W Clinton St		Gray	GA	31032	Tacala Georgia Corp.	478/910-2318
319 North Hwy 49		Byron	GA	31008	Tacala Georgia Corp.	478/721-4095
1064 South Lake Drive		Lexington	SC	29073	Bell Carolina LLC	803/756-3655
5501 Grape Rd.		Mishawaka	IN	46545	Delight TB Indiana 1 LLC	574/303-1775
8225 Meijer Dr.		Canal Winchester	OH	43110	Mas Restaurant Group, LLC	380/253-1013
10 Trafalgar Square		Trafalgar	IN	46181	Bell Indiana LLC	463/529-1570
1913 TN-394		Blountville	TN	37617	Tacala Tennessee Corp.	423/922-7905
1298 West Bagley Road		Berea	OH	44017	Pacific Bells, LLC	440/403-9149
276 Harvard St		Brookline	MA	02446	Cantina Hospitality, LLC	617-906-8595
583 Spears Creek Church Rd		Elgin	SC	29045	Bell Carolina LLC	803/973-6515
545 6th Ave		New York	NY	10011	545 Sixth Taco LLC	646/484-9960
1100 57th St. South		Great Falls	MT	59405	CLC Montana, LLC	
3740 Ocean Beach Hwy		Longview	WA	98632	Pacific Bells, LLC	360/232-8122
6708 W. Deer Valley Road		Glendale	AZ	85310	A&W Tacos, LLC	623/537-3560
1476 E Main Street		Brownsville	TN	38012	Hospitality Tennessee, Inc.	731/772-9330
883 Broadway		Raynham	MA	02767	DDO-New England, LLC	508/301-7584
1304 N. U.S. Highway 285		Fort Stockton	TX	79735	Ampex Brands West Texas LLC	432/360-0525
520 North Eastgate Avenue		Springfield	MO	65802	K-Mac Enterprises, Inc.	417-319-6297
137 N. Summit Drive		Holts Summit	MO	65043	K-Mac Enterprises, Inc.	573/556-3913
5900 SR 43		West Lafayette	IN	47906	K-Mac Enterprises, Inc.	765/297-0819
179 Lee Town Road		Pea Ridge	AR	72751	K-Mac Enterprises, Inc.	479/485-0311
240 West 40th St		New York	NY	10018	240 West 40th Taco LLC	332/600-4665
1264 North Brindle Mountain		Arab	AL	35016	Tacala, LLC	256/960-8863
14701 Snow Rd.		Brook Park	OH	44142	Pacific Bells, LLC	216/267-6553
4110 Lee Road		Cleveland	OH	44128	Pacific Bells, LLC	216/283-4044
502 Water St		Chardon	OH	44024	Pacific Bells, LLC	440/286-4588
1345 Columbia Rd.		Westlake	OH	44145	Pacific Bells, LLC	440/899-7994
14529 Pearl Rd		Strongsville	OH	44136	Pacific Bells, LLC	440/732-2592
1531 W. 117th Street		Cleveland	OH	44107	Pacific Bells, LLC	216/228-5900
13660 Euclid Avenue		East Cleveland	OH	44112	Pacific Bells, LLC	216/541-8226
6568 North Ridge Road		North Madison	OH	44057	Pacific Bells, LLC	440/536-9886
1295 Hamilton Lebanon Rd		Monroe	OH	45050	Cantina Hospitality, LLC	513/402-1068
3040 S. Dixie Blvd		Radcliff	KY	40160	ABTB Louisville LLC	502/378-7395
3009 Silverdale Rd.		Chattanooga	TN	37421	Tacala Tennessee Corp.	423/219-5417
1175 Union Rd		West Seneca	NY	14224	KBP Bells, LLC	716/324-5265
4047 Grange Hall Rd		Holly	MI	48442	Great Lakes Taco, LLC	810/354-7553
5116 NC Hwy 87 S		Fayetteville	NC	28306	Bell Carolina LLC	910/705-3125
300 Cappell St.		Amory	MS	38821	West Quality Food Service, Inc.	662/305-1105
19 Ashbrook Dr		Flemingsburg	KY	41041	AG Bells, LLC	606/291-7010
2500 Boulder Court		Lebanon	MO	65536	K-Mac Enterprises, Inc.	417/344-7362
1200 N Edgar Street		Fordyce	AR	71742	K-Mac Enterprises, Inc.	870/890-4447
2300 E. Business Hwy 83		Mission	TX	78572	Southern Multifoods, Inc.	956/833-5058
1300 E. Main Street		Montrose	CO	81401	ColCal Colorado, Inc.	970/787-2613
15055 Middle Belt		Livonia	MI	48154	Black River Bells, LLC	734/427-6080
2655 Washtenaw Ave		Ypsilanti	MI	48197	Black River Bells, LLC	734/434-8620
2747 Main Street		Marlette	MI	48453	Great Lakes Taco, LLC	989/789-1281
150 Carl Cannon Blvd		Jasper	AL	35501	Tacala, LLC	659/675-7062
502 GA-247		Bonaire	GA	31005	Tacala Georgia Corp.	478/352-1745
2863 Town Center Dr		Fayetteville	NC	28306	Bell Carolina LLC	910/705-3240
2121 W. Balboa Blvd.		Newport Beach	CA	92663	Angel City Bell, LLC	949/673-1630

2575 Cong W L Dickinson Drive		Montgomery	AL	36109	Tacala, LLC	334/380-7128
145 Harbison Rd.		Columbia	SC	29212	Bell Carolina LLC	803/973-7505
1940 Oceanside Blvd		Oceanside	CA	92054	Cotti Foods Corporation	760/722-0925
3895 Mission Ave		Oceanside	CA	92054	Cotti Foods Corporation	760/967-7533
695 College Blvd		Oceanside	CA	92057	Cotti Foods Corporation	760/631-7860
120 N Rancho Santa Fe Rd		San Marcos	CA	92069	Cotti Foods Corporation	760/599-9736
4401 Mission Blvd.		San Diego	CA	92109	Cotti Foods Corporation	858/272-5366
704 Center Dr		San Marcos	CA	92069	Cotti Foods Corporation	760/796-4149
1737 Sweetwater Rd		National City	CA	91950	Cotti Foods Corporation	619/336-1917
3271 Business Park Dr		Vista	CA	92083	Cotti Foods Corporation	760/727-5912
39557 Los Alamos Rd		Murrieta	CA	92563	Cotti Foods Corporation	951/696-0442
30115 Antelope Road		Menifee	CA	92584	Cotti Foods Corporation	951/301-3747
24656 Madison Ave		Murrieta	CA	92562	Cotti Foods Corporation	951/600-7395
31712 Mission Trail		Lake Elsinore	CA	92530	Cotti Foods Corporation	951/674-7991
1131 S Mission Rd		Fallbrook	CA	92028	Cotti Foods Corporation	760/723-2270
3845 Plaza Drive		Oceanside	CA	92054	Cotti Foods Corporation	760/407-6316
4463 Camino De La Plaza / Via		San Ysidro	CA	92173	Cotti Foods Corporation	619/207-0641
36230 Hidden Springs Rd.		Wildomar	CA	92595	Cotti Foods Corporation	951/609-1219
27721 Scott Rd. #3		Menifee	CA	92584	Cotti Foods Corporation	951/293-0490
4045 S. 600 West		New Palestine	IN	46163	Bell Indiana LLC	463/888-0630
1630 E Bert Kouns Loop		Shreveport	LA	71105	ADT Taco LA LLC	318/798-2787
645 E. Kings Highway		Shreveport	LA	71105	ADT Taco LA LLC	318/865-1316
4100 Industrial Dr		Bossier City	LA	71112	ADT Taco LA LLC	318/747-4728
1180 Homer Rd		Minden	LA	71055	ADT Taco LA LLC	318/371-2592
6810 Pines Rd		Shreveport	LA	71129	ADT Taco LA LLC	318/688-6078
2601 Viking Drive		Bossier City	LA	71111	ADT Taco LA LLC	318/742-0960
1990 Airline Dr		Bossier City	LA	71112	ADT Taco LA LLC	318/747-2426
1911 North Market		Shreveport	LA	71107	ADT Taco LA LLC	318/222-3642
105 East Bert Kouns		Shreveport	LA	71106	ADT Taco LA LLC	318/687-3944
9424 Mansfield Rd		Shreveport	LA	71118	ADT Taco LA LLC	318/686-1850
501 Stockwell Road		Bossier City	LA	71111	ADT Taco LA LLC	318/841-0030
4960 Barksdale Blvd		Bossier City	LA	71112	ADT Taco LA LLC	318/746-6970
1120 Kings Hwy		Shreveport	LA	71104	ADT Taco LA LLC	318/459-3934
4520 Northport Blvd		Shreveport	LA	71107	ADT Taco LA LLC	318/929-3447
1600 S Arkansas Street		Springhill	LA	71075	ADT Taco LA LLC	318/539-2578
5500 Airline Dr		Bossier City	LA	71111	ADT Taco LA LLC	318/588-5155
1076 Reservoir Ave		Cranston	RI	02910	DDO-New England, LLC	401/944-9353
1479 Mineral Springs Ave.		North Providence	RI	02904	DDO-New England, LLC	401/353-9066
514 Washington St		Attleboro	MA	02703	DDO-New England, LLC	508/399-6138
877 Bald Hill Rd		Warwick	RI	02886	DDO-New England, LLC	401/828-9209
195 Marianno Bishop Blvd		Fall River	MA	02721	DDO-New England, LLC	508/677-0929
11 Commerce Way		Seekonk	MA	02771	DDO-New England, LLC	508/336-8005
48 Washington St		Norwell	MA	02061	DDO-New England, LLC	781/982-0711
1500 Diamond Hill Rd		Woonsocket	RI	02895	DDO-New England, LLC	401/766-1082
675 Belmont St		Brockton	MA	02301	DDO-New England, LLC	508/588-2400
124 Providence Highway		East Walpole	MA	02032	DDO-New England, LLC	508/668-9501
78 N Dartmouth Mall		North Dartmouth	MA	02747	DDO-New England, LLC	508/992-3600
784 Tiogue Ave		Coventry	RI	02816	DDO-New England, LLC	401/821-9980
641 W Main Rd - Rt. 114		Middletown	RI	02842	DDO-New England, LLC	401/848-7770
33 Alden Road		Fairhaven	MA	02719	DDO-New England, LLC	508/984-0415
600 South Street		Raynham	MA	02767	DDO-New England, LLC	508/823-5214
1379 Atwood Ave		Johnston	RI	02919	DDO-New England, LLC	401/944-2607
420 W Central St		Franklin	MA	02038	DDO-New England, LLC	508/520-1314
85 Coggeshall St		New Bedford	MA	02746	DDO-New England, LLC	508/992-0938
1102 Cranston St		Cranston	RI	02920	DDO-New England, LLC	401/942-0157
2 Dowling Village Blvd.		North Smithfield	RI	02896	DDO-New England, LLC	401/762-1472
156 Church St		Pembroke	MA	02359	DDO-New England, LLC	781/826-6083
289 Turnpike Rd		Westborough	MA	01581	DDO-New England, LLC	508/366-1497
2574 West Shore Road		Warwick	RI	02889	DDO-New England, LLC	401/921-6811
150 Douglas Ave		Providence	RI	02908	DDO-New England, LLC	401/490-0606
1304 Broad Street		Providence	RI	02905	DDO-New England, LLC	401/868-1910
700 County Street		Taunton	MA	02780	DDO-New England, LLC	774/226-9298
150 Plymouth Ave		Fall River	MA	02721	DDO-New England, LLC	774/294-0780

675 Beverage Hill Ave, Ste 100		Pawtucket	RI	02861	DDO-New England, LLC	401/288-1976
129 Rockdale Ave		New Bedford	MA	02740	DDO-New England, LLC	774/328-7592
958 Providence Highway		Norwood	MA	02062	DDO-New England, LLC	781/349-6842
1287 E. Downing Street		Tahlequah	OK	74464	K-Mac Enterprises, Inc.	918/931-3942
1716 Airport Road		Hot Springs	AR	71913	K-Mac Enterprises, Inc.	501/651-0190
15015 Eastside Drive		Ashland	MO	65010	K-Mac Enterprises, Inc.	816/648-7012
303 Gateway Blvd.		Lewisburg	WV	24901	Charter Central, LLC	304/647-5955
1750 Veterans Drive		Kyle	TX	78640	Tacala Austin Corp.	512/256-4151
2042 Us 19		Murphy	NC	28906	Luihn VantEdge Partners, LLC	828/837-6641
622 Casino Trail		Whittier	NC	28789	Luihn VantEdge Partners, LLC	828/497-1440
1819 Four Seasons		Hendersonville	NC	28792	Luihn VantEdge Partners, LLC	828/697-2029
67 Tunnel Road		Asheville	NC	28805	Luihn VantEdge Partners, LLC	828/253-4240
985 Patton Ave		Asheville	NC	28806	Luihn VantEdge Partners, LLC	828/259-9331
6 Hyatt Rd		Franklin	NC	28734	Luihn VantEdge Partners, LLC	828/524-5142
530 NC Highway 9		Black Mountain	NC	28711	Luihn VantEdge Partners, LLC	828/669-0087
872 Brevard Rd		Asheville	NC	28806	Luihn VantEdge Partners, LLC	828/667-9901
1885 Hendersonville Rd		Asheville	NC	28803	Luihn VantEdge Partners, LLC	828/684-3077
182 US 70 W		Marion	NC	28752	Luihn VantEdge Partners, LLC	828/652-9233
375 E Main St		Sylva	NC	28779	Luihn VantEdge Partners, LLC	828/586-8108
700 Forest Gate Center		Pisgah Forest	NC	28768	Luihn VantEdge Partners, LLC	828/883-5838
660 Champion Drive		Canton	NC	28716	Luihn VantEdge Partners, LLC	828/646-9009
2087 S. Main St.		Waynesville	NC	28786	Luihn VantEdge Partners, LLC	828/456-7890
1856 US Hwy 74A Bypass		Forest City	NC	28043	Luihn VantEdge Partners, LLC	828/286-9982
2701 Yale Street		Houston	TX	77008	Delect Foods, LLC	713/862-0289
8661 J.W. Clay Blvd		Charlotte	NC	28262	EM Squared, LLC	704/549-1117
8812 Albemarle Rd.		Charlotte	NC	28227	EM Squared, LLC	704/569-1535
1329 E. Franklin Blvd.		Gastonia	NC	28054	EM Squared, LLC	704/864-7370
9922 Beechnut St		Houston	TX	77036	Delect Foods, LLC	
4950 Highway 90A		Sugar Land	TX	77498	Delect Foods, LLC	
14127 State Highway 249		Houston	TX	77086	Delect Foods, LLC	
2902 N Main		Durango	CO	81301	Delect Foods, LLC	970/259-5588
Hwy 491		Shiprock	NM	87420	Delect Foods Tri-State, LLC	505/368-5957
838 N Highway 491		Gallup	NM	87301	Delect Foods, LLC	505/722-7610
914 East 66th Avenue		Gallup	NM	87301	Delect Foods, LLC	505/863-4887
1014 Main Street		Tuba City	AZ	86045	Delect Foods, LLC	928/283-5101
3095 West Historical Hwy 66		Gallup	NM	87301	Delect Foods, LLC	505/722-7612
1300 East Main Street		Cortez	CO	81321	Delect Foods, LLC	970/565-7494
Hwy 160		Kayenta	AZ	86033	Delect Foods Tri-State, LLC	928/697-3555
1501 S Business 54		Eldon	MO	65026	Robert Atwell	573/392-3555
1690 N. Center Street		Lonoke	AR	72086	Dwight Fraser	501/676-7826
2007 North Main		Brinkley	AR	72021	Dwight Fraser	870/734-2818
363 Swanton Road		Saint Albans	VT	05478	Franchise Management Investors US, LLC	802/524-5400
985 Memorial Drive		Saint Johnsbury	VT	05819	Franchise Management Investors US, LLC	802/748-1900
100 Northside Drive		Bennington	VT	05201	Franchise Management Investors US, LLC	802/447-8230
242 Mohawk Trail		Greenfield	MA	01301	Franchise Management Investors US, LLC	413/774-7869
400 Senate Avenue		Red Oak	IA	51566	Dwight Fraser	712/623-5554
905 W. Seventh Street		Atlantic	IA	50022	Dwight Fraser	712/243-7085
2412 W. 8th Avenue		Plattsmouth	NE	68048	Dwight Fraser	402/296-5050
3803 S. Lincoln Avenue		York	NE	68467	Dwight Fraser	402/362-6845
1421 Avenue H		Fort Madison	IA	52627	Dwight Fraser	319/372-8303
1300 West 18th Street, South		Newton	IA	50208	Dwight Fraser	641/792-1251
95 E. Business Highway 151		Platteville	WI	53818	Dwight Fraser	608/348-9774
3057 First Avenue, S.		Fort Dodge	IA	50501	Dwight Fraser	515/576-7133
8161 South Mason Street		Newaygo	MI	49337	Bells and Birds, Inc.	231/652-6000
2701 Hart Street		Vincennes	IN	47591	Bell Indiana LLC	812/886-9247
4921 Long Beach Road	Oak Island	Southport	NC	28461	Bell Carolina LLC	910/457-6707
2080 Main Street		Rochester	IN	46975	Bell Great Lakes LLC	574/212-0650
150 E. Dundee Road		Wheeling	IL	60090	Bell Great Lakes LLC	847/215-2308
1950 US Highway 14 East		Richland Center	WI	53581	Bell Great Lakes LLC	608/647-2178
8 Pearson Blvd		Gardner	MA	01440	John F. Arsenault	978/630-2011
410 Valley Mall Parkway		East Wenatchee	WA	98802	White, Calvin	509/884-7139
620 Omache Drive		Omak	WA	98841	Kentucky Fried Chicken of W.E.M., Inc.	509/826-4414
56 Glen Cove Road		Greenvale	NY	11548	Kedis Enterprises, LLC	516/621-9445

555 Long Beach Boulevard		Long Beach	NY	11561	Kedis Enterprises, LLC	516/897-6855
7049 Eastman Street		San Diego	CA	92111	Marble USA Inc.	858/492-9153
4290 Clairemont Mesa Blvd		San Diego	CA	92117	Marble USA Inc.	858/274-1287
8330 Paradise Valley Rd		Spring Valley	CA	91977	Marble USA Inc.	619/470-7153
7180 Miramar Rd		San Diego	CA	92121	Marble USA Inc.	858/271-8559
1610 U.S. 52 West		Aberdeen	OH	45101	Widder Management, Ltd.	937/795-2647
1889 West Malvern Ave.		Fullerton	CA	92833	FLEW THE COOP, INC.	714/773-9588
5737 W. Monee Manhattan		Monee	IL	60449	Vijay Patel	708/746-5025
1793A Southcreek One		Powhatan	VA	23139	P2 Restaurants Inc.	804/794-8226
1014 Highway 82		Indianola	MS	38751	R & J Foods, LLC	662/887-5842
2018 Main Street	Park Place Plaza	Inez	KY	41224	Multi-Fast Food, LLC	606/298-3887
330 Larkin Drive		Monroe	NY	10950	A. Cavegn, Inc.	845/783-9992
10034 Broadway Street		Pearland	TX	77584	Delect Foods, LLC	713/436-5311
1300 Gulfgate Center Mall		Houston	TX	77087	Delect Foods, LLC	713/649-6869
7904 Long Point Road		Houston	TX	77055	Delect Foods, LLC	713/464-6067
919 Federal Rd		Houston	TX	77015	Delect Foods, LLC	713/453-2667
24 Liledoun Road		Taylorsville	NC	28681	Felker Day, Inc.	828/632-5153
110 Highway 55 West		Mount Olive	NC	28365	Coastal Plains Restaurants, LLC	919/658-8331
901 Highway 301		Wilson	NC	27893	Coastal Plains Restaurants, LLC	252/399-1118
1310 E. Yelm Avenue		Yelm	WA	98597	Northwest Restaurants, Inc.	360/400-7600
1471 Washington Street		Williamston	NC	27892	Coastal Plains Restaurants, LLC	252/792-7211
1520 N. Highway 395		Colville	WA	99114	Spokane Falls Restaurants, LLC	509/684-2112
110 West Hobbs		Roswell	NM	88203	Argonaut Food Partners Nuevo, LLC	575/622-5498
1412 West Main Street		Artesia	NM	88210	Argonaut Food Partners Nuevo, LLC	575/746-3665
625 Snapdragon Way		Steamboat Springs	CO	80477	Argonaut Food Partners Nuevo, LLC	970/879-7618
707 West Victory Way		Craig	CO	81625	Argonaut Food Partners Nuevo, LLC	970/824-9230
1811 Antonio Street		Anthony	TX	79821	Argonaut Food Partners Nuevo, LLC	915/886-3420
1505 Brown Trail		Bedford	TX	76022	Hawk's Food Management Services, Inc.	817/282-0845
212 Nevada Avenue		Trinidad	CO	81082	Denis Schoenhofer	719/846-7723
320 North Soto		Los Angeles	CA	90033	Imran Ahmed and Shabana Ahmed	323/268-1133
2050 Fair Oaks Boulevard		Pasadena	CA	91103	Imran Ahmed	626/797-1127
49 Robin Hood Drive		Etters	PA	17319	MAA DURGA Enterprise, LLC	717/932-3116
1324 Nygaard		Stoughton	WI	53589	EYM Chicken of Wisconsin, LLC	608/205-1000
1733 East Main St.		Reedsburg	WI	53959	EYM Chicken of Wisconsin, LLC	608/768-2000
912 State Road 229		Batesville	IN	47006	EYM Chicken of Indiana, LLC	812/934-2525
210 W. Mercer St.		Seattle	WA	98119	Pacific Restaurants, Inc.	206/283-7575
1009 Steve Bowne Drive		Mendota	IL	61342	Devang U. Brahmbhatt	815/539-6328
2780 Division Street		Diamond	IL	60416	Devang U. Brahmbhatt	815/634-9980
17725 FM 1488 Road		Magnolia	TX	77354	Tanweer Ahmed	281/259-8133
4317 Lockwood Drive		Houston	TX	77026	Tanweer Ahmed	346/250-4525
8830 North Loop Dr.		El Paso	TX	79907	AMA Foods, LLC	915/236-1647
10661 Grand Avenue		Sun City	AZ	85351	SWT Arizona Investments, LLC	623/583-5436
9251 W Union Hills Dr		Peoria	AZ	85382	SWT Arizona Investments, LLC	623/977-4020
3626 W. Pinnacle Peak Rd.		Glendale	AZ	85310	SWT Arizona Investments, LLC	623/869-0936
650 South Highway 90		Benson	AZ	85602	PAK Foods, LLC	832/266-1224
12395 Highway 72 North		Loudon	TN	37774	Loudon Sims Group, LLC	865/458-5440
105 E. Broad Street		Smithville	TN	37166	SMITHVILLE K T, LLC	615/215-1050
1505 N. Arizona Boulevard		Coolidge	AZ	85128	Anred, Inc.	520/723-0250
310 West Main Street		Waverly	TN	37185	TYMATT, LLC	931/296-2434
3001 Bastogne Avenue		Fort Campbell	KY	42223	TYMATT, LLC	270/439-6353
57 Hospitality Lane		Cadiz	KY	42211	TYMATT, LLC	270/522-1444
4100 Oceanside Blvd.		Oceanside	CA	92056	Fried with Pride, Inc.	760/630-9600
745 Carlsbad Village Drive		Carlsbad	CA	92008	Fried with Pride, Inc.	760/729-7213
9619 Sheep Creek Road		Phelan	CA	92371	LuLu Food Service, Inc.	760/868-6624
605 West C Street		Silverton	OR	97381	The Chick, Inc.	503/873-8939
213 Pat Booker Rd		Universal City	TX	78148	DDO1-Texas, LLC	210/591-0708
1602 Loop 1604 E.		San Antonio	TX	78232	DDO1-Texas, LLC	210/591-0658
5211 De Zavala		San Antonio	TX	78249	DDO1-Texas, LLC	210/591-0696
6635 FM 78		San Antonio	TX	78244	DDO1-Texas, LLC	210/251-2973
8727 Perrin Beitel		San Antonio	TX	78217	DDO1-Texas, LLC	210/591-0642
5315 Rigsby Avenue		San Antonio	TX	78222	DDO1-Texas, LLC	210/648-0352
2110 Goliad Rd		San Antonio	TX	78223	DDO1-Texas, LLC	210/591-0699
2907 Thousand Oaks Drive		San Antonio	TX	78247	DDO1-Texas, LLC	210/591-0621

17397 IH 35 North		Schertz	TX	78154	DDO1-Texas, LLC	210/591-0623
7009 San Pedro Avenue		San Antonio	TX	78216	DDO1-Texas, LLC	210/591-0679
12050 Blanco Road		San Antonio	TX	78216	DDO1-Texas, LLC	210/591-0601
14076 Nacogdoches Road		San Antonio	TX	78247	DDO1-Texas, LLC	210/653-8814
800 N. Grand Canyon		Williams	AZ	86046	Vista Foods, Inc.	928/635-4435
1147 N Hwy 89		Chino Valley	AZ	86323	Vista Foods, Inc.	928/636-5001
2001 East First Street		Port Angeles	WA	98362	Orchard LLC	360/457-7746
51 Beaver Creek School Rd		West Jefferson	NC	28694	Fulenwider Enterprises, Inc.	336/246-8871
12358 Highway 226 South		Spruce Pine	NC	28777	Fulenwider Enterprises, Inc.	828/765-1532
369 Bracket Way		Blairsville	GA	30512	Fulenwider Enterprises, Inc.	706/745-1618
6159 Hwy 16 South		Denver	NC	28037	Fulenwider Enterprises, Inc.	704/483-9120
422 W. Church Street		Richfield	NC	28137	Fulenwider Enterprises, Inc.	704/463-0813
181 Highway 16 S		Denver	NC	28037	Fulenwider Enterprises, Inc.	704/822-8546
6424 Albemarle Rd		Charlotte	NC	28212	Phoenix Taco, L.L.C.	704/537-3070
5540 University Pointe Blvd		Charlotte	NC	28262	Phoenix Taco, L.L.C.	704/510-2228
2834 Boyer Street		Charlotte	NC	28208	Phoenix Taco, L.L.C.	704/697-8002
14790 SW 56th St		Miami	FL	33185	EM Squared Miami, LLC	305/383-2663
8221 West Broward Blvd		Plantation	FL	33324	EM Squared Miami, LLC	954/472-6177
2375 SW 8th Street		Miami	FL	33135	EM Squared Miami, LLC	305/649-6055
3855 NW 27th Avenue		Miami	FL	33142	EM Squared Miami, LLC	305/638-1844
5990 S. Flamingo Road		Cooper City	FL	33330	EM Squared Miami, LLC	954/252-6096
5850 Wiles Road		Coral Springs	FL	33067	EM Squared Miami, LLC	954/753-7353
10725 NW 41st Street		Miami	FL	33178	EM Squared Miami, LLC	305/629-8342
11585 Quail Roost Drive		Miami	FL	33157	EM Squared Miami, LLC	305/971-8556
3015 Cranberry Hwy		East Wareham	MA	02538	Dave Evans	508/295-9776
314 Barnstable Road		Hyannis	MA	02601	Dave Evans	508/775-9716
139 Old Tower Hill Road		Wakefield	RI	02879	D.E. Foods, Inc.	401/788-9143
707 Hancock St		Quincy	MA	02170	D.E. Foods, LLC	617/471-4742
875 N Montello St		Brockton	MA	02301	D.E. Foods, LLC	508/580-9956
265 Washington Street		Stoughton	MA	02072	D.E. Foods, LLC	781/297-0971
218 Broad St		Bridgewater	MA	02324	D.E. Foods, LLC	508/697-8436
163 Cambridge Rd		Woburn	MA	01801	D.E. Foods, LLC	781/935-4430
418 Park Ave		Worcester	MA	01610	D.E. Foods, LLC	508/755-5271
21 S Quinsigamond Ave		Shrewsbury	MA	01545	D.E. Foods, LLC	508/755-2543
149 Cochituate Rd		Framingham	MA	01701	D.E. Foods, LLC	508/875-1011
212 Haverhill Street		Methuen	MA	01844	D.E. Foods, LLC	978/689-4559
282 Washington Street		Hudson	MA	01749	D.E. Foods, LLC	978/567-0646
421 Putnam Pike		Greenville	RI	02828	D.E. Foods, LLC	401/231-6710
45 Salem Turnpike		Norwich	CT	06360	D.E. Foods, LLC	860/886-7535
578 Providence Rd.		Danielson	CT	06239	D.E. Foods, LLC	860/774-7830
2815 Geneva Avenue		Daly City	CA	94014	Source Foods, Inc.	415/467-3228
691 Eddy Street		San Francisco	CA	94109	Source Foods, Inc.	415/673-2641
4285 Mission St.		San Francisco	CA	94112	Source Foods, Inc.	415/334-8318
4150 Geary Boulevard		San Francisco	CA	94118	Source Foods, Inc.	415/387-7440
6035 Telegraph Road		Oakland	CA	94609	Source Foods, Inc.	510/658-8828
250 North Bascom Avenue		San Jose	CA	95128	Source Foods, Inc.	408/286-4537
555 Second Street		San Rafael	CA	94901	Source Foods, Inc.	415/454-1482
1150 Taraval Street		San Francisco	CA	94116	Source Foods, Inc.	415/731-3314
2415 South King Road		San Jose	CA	95122	Source Foods, Inc.	408/274-4053
415 South Elm Street		Toppenish	WA	98948	Source Foods, Inc.	509/865-3533
199 Airport Boulevard		South San	CA	94080	Source Foods, Inc.	650/589-5472
2815 Colorado Boulevard		Denver	CO	80207	Source Foods, Inc.	303/355-0160
9200 Ralston Road		Arvada	CO	80002	Source Foods, Inc.	720/898-4243
16150 Los Gatos Boulevard		Los Gatos	CA	95032	Source Foods, Inc.	408/356-4030
31077 Mission Boulevard		Hayward	CA	94544	Source Foods, Inc.	510/489-1166
3110 South Sheridan		Denver	CO	80227	Source Foods, Inc.	303/934-7434
287 Westmoor Ave		Daly City	CA	94015	Source Foods, Inc.	650/755-4740
1695 Hollenbeck Road		Sunnyvale	CA	94087	Source Foods, Inc.	408/720-8586
901 North Columbia Center		Kennewick	WA	99336	Source Foods, Inc.	509/783-6712
109 Merlot Drive		Prosser	WA	99350	Source Foods, Inc.	509/786-5900
9401 Rainier Ave. S		Seattle	WA	98118	Source Foods, Inc.	206/725-7177
15036 Tukwila International		Tukwila	WA	98188	Source Foods, Inc.	206/246-5158
1650 Foxtrail Dr.		Loveland	CO	80538	Source Foods, Inc.	970/613-1150

23848 225th St. S.E.		Maple Valley	WA	98038	Source Foods, Inc.	425/413-1190
17514 Meridian East		Puyallup	WA	98374	Source Foods, Inc.	253/840-9030
17425 SE 272nd St.		Covington	WA	98042	Source Foods, Inc.	253/639-5860
1227 E. Magnolia		Fort Collins	CO	80524	Source Foods, Inc.	970/482-6587
13109 W. Alameda Pkwy		Lakewood	CO	80228	Source Foods, Inc.	303/716-0099
8164 S. Kipling Parkway		Littleton	CO	80127	Source Foods, Inc.	303/972-2121
2201 4th Avenue South		Seattle	WA	98134	Source Foods, Inc.	206/621-1602
737 Overthrust		Evanston	WY	82930	Source Foods, Inc.	307/789-0507
1135 South Lewis Street		Metter	GA	30439	Lloyd Inman & Mary Sue Hodges	912/685-2363
13039 GA Highway 251		Darien	GA	31305	Lloyd Inman Hodges	912/437-5143
708 Elm Street		Hampton	SC	29924	Lloyd Inman Hodges	803/943-3446
600 Hopkins Corner Drive		Waynesboro	GA	30830	Lloyd Inman Hodges	706/554-2264
4821 US Hwy 129 North		Jefferson	GA	30549	Savannah Service & Food (YUM), LLC	706/693-0833
350 5th Street		Brookings	OR	97415	J.A. Sutherland, Inc.	541/412-0561
2504 Fox Run Parkway		Yankton	SD	57078	Dee Jay's QSR, Inc.	605/665-4433
1428 National Road West		Richmond	IN	47374	Mayer Management, Inc.	765/962-1290
704 S. Main		Salem	MO	65560	Mundwiller, Lorna	573/729-8700
2830 N. Westport Drive		Port Allen	LA	70767	EGP Louisiana LLC	225/346-1148
5150 U.S. 23 North		Oscoda	MI	48750	James Mikula	989/739-3339
33 North Derr Drive		Lewisburg	PA	17837	T & D Foods, Inc.	570/524-2465
6607 Prospect Ave		Kansas City	MO	64132	FQSR, LLC (dba KBP Foods)	816/444-6670
4210 S Noland Rd		Independence	MO	64055	FQSR, LLC (dba KBP Foods)	816/373-4707
4401 Shawnee Drive		Kansas City	KS	66106	FQSR, LLC (dba KBP Foods)	913/236-7590
1236 NW Woods Chapel Road		Blue Springs	MO	64015	FQSR, LLC (dba KBP Foods)	816/229-1105
635 S 7th St		Kansas City	KS	66105	FQSR, LLC (dba KBP Foods)	913/281-4109
14 North 130th		Bonner Springs	KS	66012	FQSR, LLC (dba KBP Foods)	913/721-1311
4302 N. Armenia Avenue		Tampa	FL	33607	FQSR, LLC (dba KBP Foods)	813/877-1908
727 E. Memorial Boulevard		Lakeland	FL	33801	FQSR, LLC (dba KBP Foods)	863/688-2111
11818 U.S. Highway 19		Port Richey	FL	34668	FQSR, LLC (dba KBP Foods)	727/861-0973
4312 U.S. Highway 19		New Port Richey	FL	34652	FQSR, LLC (dba KBP Foods)	727/817-1843
5367 Ehrlich Road		Tampa	FL	33625	FQSR, LLC (dba KBP Foods)	813/908-9859
1605 W. Kennedy Boulevard		Tampa	FL	33606	FQSR, LLC (dba KBP Foods)	813/253-3970
1648 S. Missouri Avenue		Clearwater	FL	33756	FQSR, LLC (dba KBP Foods)	727/518-1735
4025 Holcomb Bridge Rd		Norcross	GA	30092	FQSR, LLC (dba KBP Foods)	770/242-7186
3283 Northcrest Rd		Doraville	GA	30340	FQSR, LLC (dba KBP Foods)	770/270-1455
4720 Alabama Rd. NE		Roswell	GA	30075	FQSR, LLC (dba KBP Foods)	770/993-3787
4295 Lawrenceville Highway		Tucker	GA	30084	FQSR, LLC (dba KBP Foods)	770/493-9323
126 Highway 61		Villa Rica	GA	30180	FQSR, LLC (dba KBP Foods)	770/459-2611
2540 Delk Rd SE		Marietta	GA	30067	FQSR, LLC (dba KBP Foods)	770/980-0848
6760 Highway 92		Acworth	GA	30102	FQSR, LLC (dba KBP Foods)	770/926-0160
3480 Ernest W Barrett Pkwy		Marietta	GA	30064	FQSR, LLC (dba KBP Foods)	770/421-8815
3604 Bakers Ferry Rd SW		Atlanta	GA	30331	FQSR, LLC (dba KBP Foods)	404/696-3186
11325 Tara Blvd		Hampton	GA	30228	FQSR, LLC (dba KBP Foods)	678/479-4011
561 E Third Street		Jackson	GA	30233	FQSR, LLC (dba KBP Foods)	770/775-9253
6544 Indian River Rd.		Virginia Beach	VA	23464	FQSR, LLC (dba KBP Foods)	757/420-9516
139 Battlefield Blvd. S		Chesapeake	VA	23322	FQSR, LLC (dba KBP Foods)	757/482-2088
1603 E. Pembroke Ave.		Hampton	VA	23663	FQSR, LLC (dba KBP Foods)	757/723-3756
2212 S. Military Hwy.		Chesapeake	VA	23320	FQSR, LLC (dba KBP Foods)	757/543-1939
12630 Warwick Blvd.		Newport News	VA	23606	FQSR, LLC (dba KBP Foods)	757/930-4432
199 W. Ocean View Ave.		Norfolk	VA	23503	FQSR, LLC (dba KBP Foods)	757/588-8604
1658 Tappahannock Blvd.		Tappahannock	VA	22560	FQSR, LLC (dba KBP Foods)	804/443-3912
4504 Jefferson Davis Hwy.		Richmond	VA	23234	FQSR, LLC (dba KBP Foods)	804/275-8354
5004 George Washington Hwy.		Portsmouth	VA	23702	FQSR, LLC (dba KBP Foods)	757/487-0742
8340 Brook Road		Richmond	VA	23227	FQSR, LLC (dba KBP Foods)	804/261-1166
3690 Sewells Point Road		Norfolk	VA	23513	FQSR, LLC (dba KBP Foods)	757/853-3221
746 J Clyde Morris Blvd.		Newport News	VA	23601	FQSR, LLC (dba KBP Foods)	757/599-9685
3196 Atlanta Highway		Athens	GA	30606	FQSR, LLC (dba KBP Foods)	706/548-9920
1500-10 E. Memorial Drive		Ahoskie	NC	27910	FQSR, LLC (dba KBP Foods)	252/332-5297
1809 U.S. Highway 1		Sebastian	FL	32958	FQSR, LLC (dba KBP Foods)	772/589-0170
201 South Angela Street		Paola	KS	66071	FQSR, LLC (dba KBP Foods)	913/294-2555
201 SE 4th Street		Oak Grove	MO	64075	FQSR, LLC (dba KBP Foods)	816/690-3302
1744 West Jesse James Road		Excelsior Springs	MO	64024	FQSR, LLC (dba KBP Foods)	816/637-7564
708 Baldwin		Cameron	MO	64429	FQSR, LLC (dba KBP Foods)	816/632-6234

1641 N.W. Saint Lucie West		Port Saint Lucie	FL	34986	FQSR, LLC (dba KBP Foods)	772/873-1585
221 W. Veterans Parkway		Yorkville	IL	60560	FQSR, LLC (dba KBP Foods)	630/553-1954
1015 Maple Avenue		Lisle	IL	60532	FQSR, LLC (dba KBP Foods)	630/241-1350
370 Roosevelt Road		Glen Ellyn	IL	60137	FQSR, LLC (dba KBP Foods)	630/790-4346
15663 127th Street		Lemont	IL	60439	FQSR, LLC (dba KBP Foods)	630/243-1800
16616 W. 159th Street		Lockport	IL	60441	FQSR, LLC (dba KBP Foods)	815/838-9087
130 Duvick Road		Sandwich	IL	60548	FQSR, LLC (dba KBP Foods)	815/786-1882
232 S.E. 1st Avenue		Florida City	FL	33034	FQSR, LLC (dba KBP Foods)	305/248-1509
6501 Overseas Highway		Marathon	FL	33050	FQSR, LLC (dba KBP Foods)	305/743-6644
2170 Fletcher Ave		Fort Lee	NJ	07024	FQSR, LLC (dba KBP Foods)	201/592-5245
1731 Webster Avenue		Bronx	NY	10457	FQSR, LLC (dba KBP Foods)	718/299-2227
1055 7th North Street		Liverpool	NY	13088	FQSR, LLC (dba KBP Foods)	315/457-1500
2430 Route 414		Waterloo	NY	13165	FQSR, LLC (dba KBP Foods)	315/539-0807
200 S Caroline Street		Herkimer	NY	13350	FQSR, LLC (dba KBP Foods)	315/866-3500
705 N. McCoy Boulevard		New Boston	TX	75570	FQSR, LLC (dba KBP Foods)	903/628-0741
170 Abbott Road		Buffalo	NY	14220	FQSR, LLC (dba KBP Foods)	716/826-9068
1149 Broadway Street		Elmira	NY	14904	FQSR, LLC (dba KBP Foods)	607/734-8912
810 Canandaigua Road		Geneva	NY	14456	FQSR, LLC (dba KBP Foods)	315/789-5093
10517 Bennett Rd		Dunkirk	NY	14048	FQSR, LLC (dba KBP Foods)	716/672-2727
4200 Lakeville Road		Geneseo	NY	14454	FQSR, LLC (dba KBP Foods)	585/243-9360
2229 W. Gary Boulevard		Clinton	OK	73601	FQSR, LLC (dba KBP Foods)	580/323-2030
12276 U.S. Highway 231		Meridianville	AL	35759	FQSR, LLC (dba KBP Foods)	256/829-1033
30019 Highway 110		Ardmore	TN	38449	FQSR, LLC (dba KBP Foods)	931/427-8070
909 NW 32nd Street		Newcastle	OK	73065	FQSR, LLC (dba KBP Foods)	405/387-2123
2802 E. Ledbetter Dr.		Dallas	TX	75216	FQSR, LLC (dba KBP Foods)	214/371-9028
1941 S. Main St.		Keller	TX	76248	FQSR, LLC (dba KBP Foods)	817/431-1397
2807 W Irving Park Rd		Chicago	IL	60618	FQSR, LLC (dba KBP Foods)	773/267-0071
335 Neltnor Blvd.		West Chicago	IL	60185	FQSR, LLC (dba KBP Foods)	630/231-6070
3028 Reflection Drive		Naperville	IL	60564	FQSR, LLC (dba KBP Foods)	331/305-6826
711 E. Main		Booneville	AR	72927	FQSR, LLC (dba KBP Foods)	479/675-2216
274 Delaware Avenue		Albany	NY	12209	FQSR, LLC (dba KBP Foods)	518/426-8640
302 North Main Street		Wrens	GA	30833	FQSR, LLC (dba KBP Foods)	706/547-7041
3826 US Highway 23		Portsmouth	OH	45662	FQSR, LLC (dba KBP Foods)	740/354-5669
5067 Sandman Dr		Taylor Mill	KY	41015	FQSR, LLC (dba KBP Foods)	859/261-9845
25 Triggs Road		Brookville	OH	45309	FQSR, LLC (dba KBP Foods)	937/833-4811
6362 3 Mile Road		Bay City	MI	48706	FQSR, LLC (dba KBP Foods)	989/922-4991
1994 Sutton Lane		Sutton	WV	26601	FQSR, LLC (dba KBP Foods)	304/765-3891
1 Thurmont Blvd		Thurmont	MD	21788	FQSR, LLC (dba KBP Foods)	301/271-5007
260 Belle Hill Road		Elkton	MD	21921	FQSR, LLC (dba KBP Foods)	410/392-8135
406 Constant Friendship Blvd		Abingdon	MD	21009	FQSR, LLC (dba KBP Foods)	410/569-1949
502 East Michigan Avenue		Saline	MI	48176	FQSR, LLC (dba KBP Foods)	734/429-4350
1180 West Fond Du Lac		Ripon	WI	54971	FQSR, LLC (dba KBP Foods)	920/745-3003
2737 Veterans Avenue		Vandalia	IL	62471	FQSR, LLC (dba KBP Foods)	618/283-9364
1305 Mercantile Drive		Highland	IL	62249	FQSR, LLC (dba KBP Foods)	618/654-6451
1607 South Route 127		Greenville	IL	62246	FQSR, LLC (dba KBP Foods)	618/664-1251
2401 N Meridian St		Indianapolis	IN	46208	FQSR, LLC (dba KBP Foods)	317/923-2014
8820 E 21st St.		Indianapolis	IN	46219	FQSR, LLC (dba KBP Foods)	317/897-0589
5662 Georgetown Road		Indianapolis	IN	46254	FQSR, LLC (dba KBP Foods)	317/388-7625
245 High Street		Ellsworth	ME	04605	FQSR, LLC (dba KBP Foods)	207/667-9026
603 Broadway Street		Bangor	ME	04401	FQSR, LLC (dba KBP Foods)	207/945-5993
444 Kennedy Memorial Drive		Waterville	ME	04901	FQSR, LLC (dba KBP Foods)	207/872-6261
400 Gallery Boulevard		Scarborough	ME	04074	FQSR, LLC (dba KBP Foods)	207/883-1110
470 Wilson Street		Brewer	ME	04412	FQSR, LLC (dba KBP Foods)	207/989-9818
140 Main St.		Westbrook	ME	04092	FQSR, LLC (dba KBP Foods)	207/854-2546
1201 Lisbon		Lewiston	ME	04240	FQSR, LLC (dba KBP Foods)	207/784-4079
17 Gurnet Road		Brunswick	ME	04011	FQSR, LLC (dba KBP Foods)	207/725-8110
755 Roosevelt Trail		Windham	ME	04062	FQSR, LLC (dba KBP Foods)	207/892-8663
369 Wilton Road		Farmington	ME	04938	FQSR, LLC (dba KBP Foods)	207/779-0504
339a Madison Avenue		Skowhegan	ME	04976	FQSR, LLC (dba KBP Foods)	207/858-4400
300 Civic Center Dr.		Augusta	ME	04330	FQSR, LLC (dba KBP Foods)	207/626-0893
806 Slumber Lane		Richmond	MO	64085	FQSR, LLC (dba KBP Foods)	816/323-0328
808 Main St		Presque Isle	ME	04769	FQSR, LLC (dba KBP Foods)	207/764-0734
297 South Cascade Drive		Springville	NY	14141	FQSR, LLC (dba KBP Foods)	716/592-3148

4940 Transit Rd		Depew	NY	14043	FQSR, LLC (dba KBP Foods)	716/656-1982
913 W. State Street		Olean	NY	14760	FQSR, LLC (dba KBP Foods)	716/372-4930
4147 Hamilton Ave.		Cincinnati	OH	45223	FQSR, LLC (dba KBP Foods)	513/541-7861
4478 Montgomery Rd.		Norwood	OH	45212	FQSR, LLC (dba KBP Foods)	513/531-7291
11191 State Route 41		West Union	OH	45693	FQSR, LLC (dba KBP Foods)	937/544-9019
1991 Memorial Drive		Pulaski	VA	24301	FQSR, LLC (dba KBP Foods)	540/994-0275
2180 Durham Road		Roxboro	NC	27573	FQSR, LLC (dba KBP Foods)	336/599-2210
8001 NW 95th Street		Hialeah Gardens	FL	33016	FQSR, LLC (dba KBP Foods)	305/828-8556
219 South Main St.		Boiling Springs	NC	28017	FQSR, LLC (dba KBP Foods)	704/434-0002
71 Broadway Street		Dry Ridge	KY	41035	FQSR, LLC (dba KBP Foods)	859/824-7604
905 U.S. Highway 27, South		Cynthiana	KY	41031	FQSR, LLC (dba KBP Foods)	859/234-6666
701 Wohlleber Drive		Mount Pleasant	IA	52641	Central Iowa KFC, Inc.	319/385-8015
2517 Hubbell Avenue		Des Moines	IA	50317	Central Iowa KFC, Inc.	515/265-5983
2639 Adventureland Dr		Altoona	IA	50009	Central Iowa KFC, Inc.	515/967-6682
1720 Middlesex Street		Lowell	MA	01851	Frederick P. Gallant	978/458-1883
1007 Putney Road		Brattleboro	VT	05301	Frederick P. Gallant	802/257-1446
255 Washington Street		Claremont	NH	03743	Frederick P. Gallant	603/542-9427
491 Main St.		Saco	ME	04072	Sanweco, Inc.	207/283-1448
9 Commercial Drive		Somersworth	NH	03878	Sanweco, Inc.	603/692-7900
1244 Main Street		Sanford	ME	04073	Sanweco, Inc.	207/324-5554
306 Lafayette Road		Seabrook	NH	03874	Sanweco, Inc.	603/474-5101
3650 Utopia Drive		Miramar	FL	33023	E.A.P. Management Corp.	954/894-3510
15821 Pines Blvd.		Pembroke Pines	FL	33027	E.A.P. Management Corp.	954/438-7278
1969 W. County Road 48		Bushnell	FL	33513	E.A.P. Management Corp.	352/568-0078
4200 SW 64th Ave.		Davie	FL	33314	E.A.P. Management Corp.	954/584-1066
1745 U.S. 31 South		Manistee	MI	49660	Young, Stanley	231/723-9411
860 Highway 64 East		Plymouth	NC	27962	Paris & Potter KT of Plymouth, LLC	252/793-4499
849 South Baldwin		Arcadia	CA	91007	Zubair M. Kazi	626/445-4700
4270 South Central Ave.		Los Angeles	CA	90011	Zubair M. Kazi	323/231-9171
1601 Crenshaw Blvd.		Los Angeles	CA	90019	Zubair M. Kazi	323/735-7702
3 Airport Road		Shippensburg	PA	17257	Kazi Foods of New Jersey, Inc.	717/477-9078
155 U.S. Highway 27 Bypass		Bremen	GA	30110	Jon Simmons	770/824-5487
111 Ren Mar Drive		Pleasant View	TN	37146	Charter Foods, Inc.	615/746-3332
109 Cavasina Drive		Canonsburg	PA	15317	Charter Central, LLC	724/745-7777
6190 Steubenville Pike		McKees Rocks	PA	15136	Charter Central, LLC	412/787-1466
85 Blazier Drive		Pittsburgh	PA	15237	Charter Central, LLC	412/364-8374
207 Marshall St.		Benwood	WV	26031	Charter Central, LLC	304/232-7507
210 North State Route 2		New Martinsville	WV	26155	Charter Central, LLC	304/455-4038
2407 Wilmington Road		New Castle	PA	16105	Charter Central, LLC	724/498-4680
463 Lincoln Street		Worcester	MA	01605	Charter Foods North, LLC	774/415-0560
71 E. Main St.		Webster	MA	01570	Charter Foods North, LLC	508/671-0134
280 Main Street		Haverhill	MA	01830	Charter Foods North, LLC	978/372-4174
820 Southbridge St.		Auburn	MA	01501	Charter Foods North, LLC	508/832-5943
125 Route 101A Ste B		Amherst	NH	03031	Charter Foods North, LLC	603/889-0957
68 Nashua Road		Londonderry	NH	03053	Charter Foods North, LLC	603/432-6840
4 Chambers Drive		Hooksett	NH	03106	Charter Foods North, LLC	603/623-1690
197 South Main Street		West Lebanon	NH	03784	Charter Foods North, LLC	603/298-7034
85 Key Rd		Keene	NH	03431	Charter Foods North, LLC	603/357-3955
601 South Roosevelt		Seaside	OR	97138	Graja, Inc.	503/738-8321
527 East Industry Drive		Oxford	NC	27565	Luihn VantEdge Partners, LLC	919/693-3424
207 S. Bickett Boulevard		Louisburg	NC	27549	Luihn VantEdge Partners, LLC	919/496-4919
5800 Perkiomen Avenue		Reading	PA	19606	Oak Restaurants, LLC	610/582-9211
2821 Route 73 South		Maple Shade	NJ	08052	New Jersey Restaurants, LLC	856/235-4408
1 Georgetown Plaza		Georgetown	DE	19947	Delaware Restaurants, LLC	302/856-9139
101 Newtowne Boulevard		Pocomoke City	MD	21851	Maryland Cantina, LLC	410/957-6813
307 Tilghman Road		Salisbury	MD	21804	Maryland Cantina, LLC	410/546-4947
462 N. Keystone Avenue		Sayre	PA	18840	JG&G, Inc.	570/888-2142
1693 Rt 209		Brodheadsville	PA	18322	Bower and Son, Inc.	570/992-6090
457-A US Highway 85-87		Walsenburg	CO	81089	Pramukh, LLC	719/738-2480
1105 E Robertson Blvd		Chowchilla	CA	93610	Nacnud, Inc.	559/665-2123
116 North Main Street		Woodsfield	OH	43793	Jefferis Foods, LLC	740/472-9005
2170 FM 407		Highland Village	TX	75077	Rayan RE National Corporation	972/317-1766
2810 Central Freeway		Wichita Falls	TX	76306	Rayan RM National Corporation	940/851-0900

821 West Maple Street		Hartville	OH	44632	Lambos, George	330/877-0767
1560 Highway 77		Southside	AL	35907	Champion Restaurants - Fiesta, LLC	256/413-7001
5692 Highway 278 East		Hokes Bluff	AL	35903	Champion Restaurants - Fiesta, LLC	256/494-1344
206 Highway 278 Bypass East		Piedmont	AL	36272	Champion Restaurants - Fiesta, LLC	256/447-0065
75835 Highway 77		Lincoln	AL	35096	Champion Restaurants - Fiesta, LLC	205/763-2545
579 E. Meighan Boulevard		Gadsden	AL	35903	Champion Restaurants - Fiesta, LLC	256/546-2600
130 Felton Drive		Rockmart	GA	30153	Champion Restaurants - Fiesta, LLC	770/684-0998
174 Johnstown Drive		Rogersville	MO	65742	BK Foods LLC	417/753-3759
3414 State Route 11		Malone	NY	12953	White, David R.	518/483-7890
3001 N. Hampton Rd.		Dallas	TX	75212	Ampex Brands, LLC	214/634-9541
401 Coit Road		Plano	TX	75075	Ampex Brands, LLC	469/626-0207
4117 North Josey Lane		Carrollton	TX	75007	Ampex Brands, LLC	972/939-0705
2920 W. Eldorado Parkway		McKinney	TX	75070	Ampex Brands, LLC	214/548-4055
7990 N MacArthur Blvd		Irving	TX	75063	Ampex Brands, LLC	972/373-9234
8001 Forest Lane		Dallas	TX	75243	Ampex Brands, LLC	972/479-9900
101 North Kimball Avenue		Southlake	TX	76092	Ampex Brands, LLC	817/778-4765
960 S State Route 59		Bartlett	IL	60103	Ampex Brands of Bartlett, LLC	630/289-1957
1814 N. Midland Drive		Midland	TX	79707	Ampex Brands West Texas LLC	432/789-1522
1713 N. County Road, W.		Odessa	TX	79763	Ampex Brands West Texas LLC	432/614-0874
4727 N. Midkiff Drive		Midland	TX	79705	Ampex Brands West Texas LLC	432/789-1521
117 Colonial Lane		Rocky Top	TN	37769	John R. Neal	865/426-9616
258 Concord Parkway, So.		Concord	NC	28027	John R. Neal	704/721-0114
6500 State Park Rd		Travelers Rest	SC	29690	John R. Neal	864/834-0903
634 West Main Street		Benton	IL	62812	John R. Neal	618/439-7355
11200 Highway 51 South		Atoka	TN	38004	John R. Neal	901/837-8226
1905 Pocahontas Trail		Williamsburg	VA	23185	John R. Neal	757/220-8176
7751 Gateway Lane		Concord	NC	28027	John R. Neal	704/979-8386
798 N. Main Street		Marion	VA	24354	John R. Neal	276/783-2331
1290 Armory Drive		Franklin	VA	23851	John R. Neal	757/569-9105
150 Commonwealth Drive		Wytheville	VA	24382	John R. Neal	276/228-7321
304 Letton Drive		Paris	KY	40361	John R. Neal	859/987-2831
107 Cloverleaf Drive		Emporia	VA	23847	John R. Neal	434/634-3122
501 Gordonsville Highway		Gordonsville	TN	38563	Sims, John	615/683-1050
3062 Lancaster Highway		Richburg	SC	29729	Outlaw Enterprises, Inc.	803/789-3697
958 Bethel Street		Clover	SC	29710	Outlaw Enterprises, Inc.	803/222-1221
2411 Oklahoma Ave		Woodward	OK	73801	L.P. Buller, L.L.C.	580/256-5181
306 East Maple		Centerville	IA	52544	King, Scott	641/856-2110
2605 West White Street		Anna	TX	75409	Anna KT, LLC	972/924-3124
651 East Main Street		Gardner	KS	66030	Mitra Midwest Operations, LLC	913/856-6299
1613 Ridgeside Dr		Mount Airy	MD	21771	MITRA QSR KNE, LLC	301/829-2722
2309 Hanover Pike		Hampstead	MD	21074	MITRA QSR KNE, LLC	410/374-8653
134 N Dupont Blvd		Smyrna	DE	19977	MITRA QSR KNE, LLC	302/653-2077
1925 Lancaster Ave		Wilmington	DE	19805	MITRA QSR KNE, LLC	302/575-1566
649 N. DuPont Blvd.		Milford	DE	19963	MITRA QSR KNE, LLC	302/422-7522
609 Naamans Rd		Claymont	DE	19703	MITRA QSR KNE, LLC	302/792-0425
5840 Old York Rd		Philadelphia	PA	19141	MITRA QSR KNE, LLC	215/424-2134
4001 N 5th St		Philadelphia	PA	19140	MITRA QSR KNE, LLC	215/223-1608
177 W Allegheny Ave		Philadelphia	PA	19133	MITRA QSR KNE, LLC	215/739-1717
3032 North Broad St.		Philadelphia	PA	19132	MITRA QSR KNE, LLC	215/225-5553
6417 Harbison Ave.		Philadelphia	PA	19149	MITRA QSR KNE, LLC	215/708-0371
835 West Sproul Rd		Springfield	PA	19064	MITRA QSR KNE, LLC	610/543-6005
519 E Market St		West Chester	PA	19382	MITRA QSR KNE, LLC	610/436-9734
104 N. Pottstown Pike		Exton	PA	19341	MITRA QSR KNE, LLC	610/594-3890
947 S. Township Line Road		Royersford	PA	19468	MITRA QSR KNE, LLC	610/792-4135
344 Walmart Drive		Camden	DE	19934	MITRA QSR KNE, LLC	302/697-1250
3515 Edgmont Ave.		Brookhaven	PA	19015	MITRA QSR KNE, LLC	610/876-0288
5311 W. Baltimore Avenue		Clifton Heights	PA	19018	MITRA QSR KNE, LLC	610/259-6318
2422 W Passyunk Avenue		Philadelphia	PA	19145	MITRA QSR KNE, LLC	215/465-8194
5583 Spectrum Dr		Frederick	MD	21703	MITRA QSR KNE, LLC	301/695-2879
2119 University Blvd W		Wheaton	MD	20902	MITRA QSR KNE, LLC	301/946-8286
19650 Gunners Branch Road		Germantown	MD	20876	MITRA QSR KNE, LLC	301/353-1169
4021 Bladensburg Rd		Colmar Manor	MD	20722	MITRA QSR KNE, LLC	301/277-0799
7720 Blair Road		Silver Spring	MD	20912	MITRA QSR KNE, LLC	301/588-7483

9910 Key West Avenue		Rockville	MD	20850	MITRA QSR KNE, LLC	301/762-6547
10036 Dumfries Rd		Manassas	VA	20110	MITRA QSR KNE, LLC	703/392-1266
43951 Farmwell Hunt Plaza		Ashburn	VA	20147	MITRA QSR KNE, LLC	703/723-8801
45960 Denizen Plaza Road		Sterling	VA	20165	MITRA QSR KNE, LLC	703/450-7808
7450 Little River Turnpike		Annandale	VA	22003	MITRA QSR KNE, LLC	703/256-2086
9402 Old Burke Lake Rd.		Burke	VA	22015	MITRA QSR KNE, LLC	703/764-8882
5890 Kingstowne Center, #160		Alexandria	VA	22315	MITRA QSR KNE, LLC	703/921-9301
2612 Lincoln Way West		Mishawaka	IN	46544	Mitra Midwest Acquisition, LLC	574/255-2666
1750 8th Street South		Wisconsin Rapids	WI	54494	Mitra Midwest Acquisition, LLC	715/303-1282
1015 South Main		Kingfisher	OK	73750	MITRA QSR KNE, LLC	405/293-3626
6030 Enterprise Pkwy		Solon	OH	44139	MITRA QSR KNE, LLC	440/519-3803
600 W. Main Street		Waunakee	WI	53597	MITRA QSR KNE, LLC	608/688-0021
N1667 County Road W		Merrill	WI	54452	K T Merrill, LLC	715/536-4141
860 North 8th Street		Medford	WI	54451	K T Merrill, LLC	715/748-2032
1700 Neva Road		Antigo	WI	54409	K T Merrill, LLC	715/350-4400
9309 U.S. Highway 60		Ashland	KY	41102	Knipp, Doug	606/928-8944
382 Highway 15 North		Jackson	KY	41339	Knipp, Doug	606/666-7381
1246 Route 17		Ramsey	NJ	07446	Joseph A. Cavegn	201/783-8400
347 Ramapo Valley Road	Oakland	Oakland	NJ	07436	H & S Restaurants, Inc.	201/644-0434
286 West Route 59		Nanuet	NY	10954	Joseph A. Cavegn	845/215-9379
3645 Broadway		New York	NY	10031	PAK Harlem Management Inc.	212/491-9151
208 McGuinness Boulevard		Brooklyn	NY	11222	KSK 786 Inc.	718/383-6666
5412 NY State Route 12		Norwich	NY	13815	PAK Norwich Management, Inc.	607/336-7261
31257 Riverside Drive		Lake Elsinore	CA	92530	Noble Pursuit, LLC	951/674-3300
26660 Encanto Dr		Sun City	CA	92585	EDD Tacos, LLC	951/679-5011
105 Buffalo Creek Drive		Elizabethtown	KY	42701	J.R.S. Restaurant Corporation	270/737-0369
451 E. Elm Avenue		Coalinga	CA	93210	T & K, L.P.	559/935-0638
105 W. Carolina Avenue		Clinton	SC	29325	Rasor, Jake	864/833-0524
105 West Greenwood St		Abbeville	SC	29620	Whiteford's, Inc.	864/459-9821
101 Depot Road		Pelzer	SC	29669	Whiteford's, Inc.	864/947-1079
326 S. Main Street		Belton	SC	29627	Whiteford's, Inc.	864/338-5120
700 1/2 Mississippi Drive		Waynesboro	MS	39367	West Quality Food Service, Inc.	601/735-4911
28073 Highway 28		Hazlehurst	MS	39083	West Quality Food Service, Inc.	601/894-5920
497 City Avenue		Ripley	MS	38663	West Quality Food Service, Inc.	662/837-2796
289 East Side Drive		Newton	MS	39345	West, Richard	601/683-3115
620 Highway 7		Holly Springs	MS	38635	West Quality Food Service, Inc.	662/252-2351
1001 Westbank Expressway		Westwego	LA	70094	KT of Baton Rouge, LLC	504/341-6909
3709 Hollywood Street		Baton Rouge	LA	70805	KT of Baton Rouge, LLC	225/358-9552
6895 Airline Highway		Baton Rouge	LA	70805	KT of Baton Rouge, LLC	225/357-7873
122 Lobdell Avenue		Baton Rouge	LA	70806	KT of Baton Rouge, LLC	225/925-9209
6880 Highway 64		Oakland	TN	38060	West Quality Food Service, Inc.	901/465-9916
958 W. Main Street		Louisville	MS	39339	West Quality Food Service, Inc.	662/773-5288
44 Veterans Memorial Drive		Kosciusko	MS	39090	West Quality Food Service, Inc.	662/289-7568
236 KFC Road		Macon	MS	39341	West Quality Food Service, Inc.	662/726-4351
809 South Grant Street		Fitzgerald	GA	31750	Walter W. Lyon	229/423-8686
501 East Franklin Street		Sylvester	GA	31791	Walter W. Lyon	229/776-0963
1020 Indian Drive		Eastman	GA	31023	Walter W. Lyon	478/374-6276
1922 Empire Blvd		Webster	NY	14580	Hospitality Syracuse, Inc.	585/671-5760
12641 Ocean Gateway		Ocean City	MD	21842	R & R Ventures East, LLC	410/213-2553
3098 S Dixie Hwy		Erlanger	KY	41018	AG Bells, LLC	859/287-0825
6310 State Road 70 East		Bradenton	FL	34203	Coastal QSR, LLC	941/727-1204
3984 Red Cedar Dr.		Highlands Ranch	CO	80126	El Gregorio, Inc.	303/346-8503
1301 West Main St		Sterling	CO	80751	Gingles Concepts, LLC	970/522-5600
101 12th Street		Windsor	CO	80550	Gingles Concepts, LLC	970/686-6344
1931 Minnehaha		Minneapolis	MN	55404	Border Foods, LLC	612/370-0024
4935 Airline Rd		Arlington	TN	38002	Pacific Bells, LLC	901/867-2183
2130 Quintard Ave		Anniston	AL	36201	Tacala, LLC	256/237-4285
3408 Preston Hwy		Louisville	KY	40213	ABTB Louisville LLC	502/366-5719

CLOSED OR TRANSFERRED TRADITIONAL FRANCHISE RESTAURANTS IN 2022 (FOR 2023 DISCLOSURE DOCUMENT)

Legal Entity	City	State	Business Phone	Reason	Unit State
Tacala, LLC	Vestavia Hills	AL	205/443-9600	Closed 3	AL
K-Mac Enterprises, Inc.	Fort Smith	AR	(479) 650-1489	Closed 1	AR
DDO1-Texas, LLC	Kingman	AZ	928/681-3344	Closed 1	TX
Hot Tacos, Inc.	Kingman	AZ	928/681-3344	Closed 1	AZ
Gurmit Jhaj	Bakersfield	CA	661/204-4210	Transfer 1	CA
Jhaj & Brar, IV	Bakersfield	CA	661/204-4210	Transfer 1	CA
Danbarb, Inc.	Cerritos	CA	562/260-3484	Transfer 4	CA
M. Baker Management, Inc.	La Selva Beach	CA	831/684-0087	Transfer 2	CA
Source Foods, Inc.	Los Altos	CA	801/313-8000	Closed 1	CO
Quikserve Kern, Inc.	Pleasanton	CA	510/333-7802	Closed 1	CA
Cotti Foods Corporation	Rancho Santa Margarita	CA	949/858-9191	Closed 1	CA
Bell Great Lakes LLC	San Francisco	CA	317/288-9581	Closed 1	IN
CJJ Enterprises, Inc.	Temecula	CA	951/674-3300	Transfer 1	CA
T&T Taco, LLC	Tustin	CA	949/400-8777	Transfer 1	CA
Gingles Concepts, LLC	Littleton	CO	303/794-5914	Closed 1	NE
Florida Bells, LLC	Clearwater	FL	727/443-5656	Closed 1	FL
Mid-South Bells, LLC	Clearwater	FL	727/443-5656	Transfer 15	NC
Southeast QSR, LLC	Clearwater	FL	727/443-5656	Closed 1	AL
Southeast QSR, LLC	Clearwater	FL	727/443-5656	Closed 1	FL
G. F. Enterprise LLC	Jupiter	FL	978/880-7699	Closed 1	NY
Buddy Bells, Inc.	Naples	FL	630/750-6998	Closed 1	IL
Lloyd Inman Hodges	Statesboro	GA	912/764-9991	Closed 1	GA
Central Iowa KFC, Inc.	Columbus	IA	319/728-3282	Closed 1	IA
C. & M. Restaurants, Inc.	New Albany	IN	812/945-9810	Closed 1	IN
Mayer Management, Inc.	Richmond	IN	765/ 966-4823	Closed 1	IN
FQSR, LLC	Overland	KS	913/428-3636	Closed 1	NY
Luihn VantEdge Partners, LLC	Overland	KS	919/850-0558	Closed 1	AZ
Luihn VantEdge Partners, LLC	Overland	KS	919/850-0558	Closed 1	FL
Luihn VantEdge Partners, LLC	Overland	KS	919/850-0558	Closed 1	NC
JingleBells, LLC	Wichita	KS	925/719-2883	Closed 1	CA
SD Bell, Inc.	Wichita	KS	316/684-8100	Transfer 17	CA

Helm Ops, Inc.	Bossier City	LA	318/458-1847	Transfer 16	LA
B & G Food Enterprises, LLC	Morgan City	LA	985/384-3333	Closed 1	LA
Fall River Taco, Inc.	Mansfield	MA	508/339-6150	Transfer 1	MA
Johnston Taco, Inc.	Mansfield	MA	508/339-6150	Transfer 1	RI
L/M TacoMA, Inc.	Mansfield	MA	508/339-6150	Transfer 14	MA
L/M TacoRI, Inc.	Mansfield	MA	508/339-6150	Transfer 12	RI
Middletown Taco, Inc.	Mansfield	MA	508/339-6150	Transfer 1	RI
North Dartmouth Taco, Inc.	Mansfield	MA	508/339-6150	Transfer 1	MA
Raynham Taco, Inc.	Mansfield	MA	508/339-6150	Transfer 1	MA
Sundance, Inc.	Brighton	MI	248/446-0100	Closed 1	IL
Sundance, Inc.	Brighton	MI	248/446-0100	Closed 1	WI
Great Lakes Taco, LLC	Grand Blanc	MI	810/771-4500	Closed 1	MI
T.T. Management Company	Northville	MI	248/380-3888	Transfer 2	MI
Roger Kjar	Rogersville	MO	417/543-3405	Transfer 4	MO
West Quality Food Service, Inc.	Laurel	MS	601/649-2522	Closed 1	LA
West Quality Food Service, Inc.	Laurel	MS	601/649-2522	Closed 1	MS
MTB 3, Inc.	Helena	MT	406/728-3233	Transfer 1	MT
MTLD Inc.	Kannapolis	NC	704/933-2218	Transfer 1	NC
O INC.	Kannapolis	NC	980/255-8559	Closed 1	SC
Phoenix Taco, LLC	Morganton	NC	786/845-6402	Closed 1	NC
Martin An	Bayside	NY	718/229-0627	Transfer 1	NY
Hospitality Syracuse, Inc.	Liverpool	NY	315/451-1957	Closed 1	MA
Hospitality Tennessee, Inc.	Liverpool	NY	315/451-1957	Closed 2	TN
Sigma Bell, LLC	Fairview Park	OH	954/274-3202	Transfer 8	OH
Yakima Restaurants Inc.	Findlay	OH	419/422-3437	Closed 1	WA
Oak Restaurants, LLC	West Conshohocken	PA	610/260-1500	Closed 2	PA
Charter Central, LLC	Talbott	TN	423/587-0690	Closed 1	NC
Charter Central, LLC	Talbott	TN	423/587-0690	Closed 1	PA
Mas Restaurant Group, LLC	Houston	TX	281/948-5455	Closed 1	TX
TACI Investments, Inc.	Houston	TX	281/888-2439	Transfer 1	LA
Ampex Brands West Texas LLC	Richardson	TX	469/917-3800	Closed 1	TX
BurgerBusters, Inc.	Virginia Beach	VA	757/412-0112	Transfer 1	NC
Coastville Plains Restaurants, LLC	Woodinville	WA	425/486-6336	Transfer 3	NC
Northwest Restaurants, LLC	Woodinville	WA	425/486-6336	Transfer 2	WA

Daniel Ream and Jason Ream	Lewisburg	WV	304/645-7517	Transfer 1	WV	

EXHIBIT J

FINANCIAL STATEMENTS

TACO BELL FRANCHISOR, LLC

Financial Statements

December 27, 2022 and December 28, 2021

(With Independent Auditors' Report Thereon)

TACO BELL FRANCHISOR, LLC

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KPMG LLP
Suite 2400
400 West Market Street
Louisville, KY 40202

Independent Auditors' Report

Management and Those Charged with Governance
Taco Bell Franchisor, LLC:

Opinion

We have audited the financial statements of Taco Bell Franchisor, LLC (the Company), which comprise the balance sheets as of December 27, 2022 and December 28, 2021, and the related statements of income, member's equity, and cash flows for each of the years in the three-year period ended December 27, 2022, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 27, 2022 and December 28, 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended December 27, 2022, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Louisville, Kentucky
March 27, 2023

TACO BELL FRANCHISOR, LLC
Balance Sheets
As of December 27, 2022 and December 28, 2021
(In thousands)

Assets		2022		2021
Current assets:				
Restricted cash and cash equivalents	$	34,122	$	34,123
Accounts receivable, net of allowance for doubtful accounts of $85 and $0		37,519		30,737
Franchise incentives		3,801		3,317
Due from affiliates		4,063		3,875
Total current assets		79,505		72,052
Long-term franchise incentives		32,881		29,303
Total assets	$	112,386	$	101,355
Liabilities and Member's Equity				
Current liabilities:				
Due to affiliates	$	566	$	1,272
Accrued franchise incentives		5,650		4,100
Deferred franchise fees		5,447		4,710
Total current liabilities		11,663		10,082
Long-term deferred franchise fees		70,874		63,450
Total liabilities		82,537		73,532
Member's equity:				
Member's equity		29,849		27,823
Total member's equity		29,849		27,823
Total liabilities and member's equity	$	112,386	$	101,355

See accompanying notes to the financial statements.

TACO BELL FRANCHISOR, LLC

Statements of Income

Fiscal years ended December 27, 2022, December 28, 2021 and December 29, 2020

(In thousands)

		2022	2021	2020
Revenues:				
Franchise and license fees	$	519,211	415,233	322,647
Royalties from affiliates		55,099	51,794	48,385
Total revenues		574,310	467,027	371,032
Costs and expenses:				
Bad debt expense (recoveries)		85	(24)	(79)
Total costs and expenses		85	(24)	(79)
Operating profit		574,225	467,051	371,111
Interest income		344	3	119
Net income	$	574,569	467,054	371,230

See accompanying notes to the financial statements.

TACO BELL FRANCHISOR, LLC

Statements of Member's Equity

Fiscal years ended December 27, 2022, December 28, 2021 and December 29, 2020

(In thousands)

Balance at December 31, 2019	$	34,703
Net income		371,230
Distributions to member		(374,173)
Balance at December 29, 2020		31,760
Net income		467,054
Distributions to member		(470,991)
Balance at December 28, 2021		27,823
Net income		574,569
Distributions to member		(572,543)
Balance at December 27, 2022	$	29,849

See accompanying notes to the financial statements.

TACO BELL FRANCHISOR, LLC

Statements of Cash Flows

Fiscal years ended December 27, 2022, December 28, 2021 and December 29, 2020

(In thousands)

	2022	2021	2020
Cash flows from operating activities:			
Net income	$ 574,569	$ 467,054	$ 371,230
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Non-cash distributions	(572,543)	(470,991)	(374,173)
Provision/(recoveries) for doubtful accounts	85	(24)	(79)
Net change in operating assets and liabilities:			
Changes in Accounts receivables, net	(6,866)	(7,588)	(1,327)
Changes in Franchise incentives	(4,062)	(4,992)	(1,313)
Changes in Due from affiliates	(188)	(270)	964
Changes in Due to affiliates	(706)	830	(1,344)
Changes in Accrued franchise incentives	1,550	4,000	(300)
Changes in Deferred franchise fees	8,160	11,938	6,342
Cash used in operating activities	(1)	(43)	—
Cash flows provided by investing activities	—	—	—
Cash provided by financing activities	—	—	—
Net decrease in restricted cash and cash equivalents	(1)	(43)	—
Restricted Cash and Restricted Cash Equivalents – Beginning of Year	34,123	34,166	34,166
Restricted Cash and Restricted Cash Equivalents – End of Year	$ 34,122	$ 34,123	$ 34,166

See accompanying notes to the financial statements.

(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 on 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 collected royalties for 5,738 units, 5,314 units and 4,114 units during the years ended December 27, 2022, December 28, 2021 and December 29, 2020, 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;

- 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 27, 2022, the Company had $29.8 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 an amended and restated 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. All fiscal years presented had 52 weeks.

The next fiscal year scheduled to include a 53rd week is 2024.

(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 $34.1 million and $34.1 million as of December 27, 2022 and December 28, 2021, respectively 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. 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 2022, 2021 and 2020 were insignificant.

(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.

(h) Revenue Recognition

Below is a discussion of how our revenues are earned, our accounting policies pertaining to revenue recognition under ASC Topic 606, Revenue from Contracts with Customers ("Topic 606") and other required disclosures.

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 consideration is 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. To the extent the consideration is unpaid at the balance sheet date, a corresponding obligation is presented within Accrued franchise incentives in the Balance Sheets.

(i) Contract Liabilities

Deferred franchise fees include contract liabilities of $63.5 million and $58.8 million as of December 27, 2022 and December 28, 2021, respectively. These contract liabilities are comprised of unamortized upfront fees received from franchisees. Additionally, deferred franchise fees also include $12.8 million and $9.4 million as of December 27, 2022 and December 28, 2021, 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.

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 by the legacy entity 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 $572.5 million, $471.0 million and $374.2 million were recorded in the Statements of Member's Equity and in the Statements of Cash Flows for the fiscal years ended December 27, 2022, December 28, 2021 and December 29, 2020, respectively.

(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. In conjunction with the Issuer's 2021 financing arrangement, TBC and the Securitization Entities entered into an amended and restated management agreement ("A&R Management Agreement") on August 19, 2021. The A&R Management Agreement amended, restated and superseded the original management agreement in its entirety. 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 A&R Management Agreement. Neither the expenses incurred by TBC to fulfill its responsibilities under the A&R 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 $55.1 million, $51.8 million and $48.4 million for the fiscal years ended December 27, 2022, December 28, 2021 and December 29, 2020, respectively, are presented as Royalties from affiliates in the Statements of Income and the accounts receivable balance of $4.1 million and $3.9 million at December 27, 2022 and December 28, 2021, respectively, is presented as Due from affiliates in the Balance Sheets.

(c) Other Related Party Transactions

Due to affiliates of $0.6 million and $1.3 million as of December 27, 2022 and December 28, 2021, 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 27, 2022:

Issuance Date	Anticipated Repayment Date[(a)]	Outstanding Principal	Stated Interest Rate
May 2016	May 2026	$ 945,000	4.970%
November 2018	November 2028	$ 600,000	4.940%
August 2021	February 2027	$ 891,000	1.946%
August 2021	February 2029	$ 594,000	2.294%
August 2021	August 2031	$ 742,500	2.542%

(a) The legal final maturity dates of the Securitization Notes issued in 2016, 2018 and 2021 are May 2046, November 2048 and August 2051, 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 a 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 consolidated leverage ratio for the Issuer and its subsidiaries as defined in the indenture exceeded 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 27, 2022, the Issuer was in compliance with all of its debt covenant requirements and was not subject to any rapid amortization events.

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 27, 2022, the Company had restricted cash and cash equivalents of $34.1 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 27, 2022, 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 27, 2023, 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.dfpi.ca.gov.

The State of California also requires that the following Addendum to Franchise Agreement be included in the FDD.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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 New York, it being understood that Illinois Courts have jurisdiction and venue in matters concerning Illinois franchisees."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

By_____
Its

Date: _____

FRANCHISEE

_____
Name 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.”

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

By_____
Its

FRANCHISEE

_____
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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

By_____
Its
Date: _____

FRANCHISEE

_____
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 furnishing 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.

(j) No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

By_____
Its

Date: _____

FRANCHISEE

_____
Name 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, Investor Protection Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005.

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 of 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."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

By_____
Its
Date: _____

FRANCHISEE

_____
Name Date

_____
Name Date

STATE OF RHODE ISLAND
ADDENDUM TO DISCLOSURE DOCUMENT

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

STATE OF WASHINGTON
ADDENDUM TO DISCLOSURE DOCUMENT

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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 Franchisee 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 2.2[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]

UNIT NO.	LIQUIDATED DAMAGES
[_____]	[$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:	**If to Purchaser or Shareholders:**
[SELLER]	**[PURCHASER]**
1 Glen Bell Way	[_____]
Irvine, California 92618	[_____]
Attn: General Counsel	**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 Market Build Out 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.

DMA Name	Mall Name	Mall Location

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:

_____
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	MARKET BUILD OUT 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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Appendix I

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 or her 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 or her 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 or her 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 [insert date] the Franchisee shall, between [insert date] and the [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:

(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 $5,000,000 annual aggregate
Products Liability	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 arm's 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 (or any of its direct or indirect parent entities and/or affiliates) proposes to (or receives an offer from a third party to), in any manner whatsoever, transfer, sell, assign, convey, exchange or otherwise dispose of any interest (a) in or under this Agreement, and/or (b) in any of the Restaurant, land, building, equipment, fixtures or other things which are subject to the provisions of this Agreement, in each case irrespective of whether any of the foregoing transactions are effected with or without consideration, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise (each such transaction in clauses (a) and (b), a “Transfer”), the Franchisee shall give at least ten (10) business days prior written notice thereof to the Company before the Franchisee discloses its decision to undertake any proposed Transfer to any third party (including any prospective purchaser). The Franchisee shall at no time offer to effectuate a Transfer (or enter into any agreement or contract to effectuate a Transfer) where such 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 right of first refusal with respect to any and all Transfers, which right of first refusal shall be unrestricted and absolute. Before consummating a Transfer to any third party, the Franchisee shall first (i) provide written notice to the Company, which notice shall constitute an offering of the proposed Transfer to the Company and (ii) submit a copy of the purchase agreement (which purchase agreement shall be signed by the parties, but expressly by its

own terms shall be subject to the Company's right of first refusal) to the Company together with all ancillary and other documents relating to such proposed Transfer (including, but not limited to, any exhibits and/or disclosure schedules to the purchase agreement) and any other information requested by the Company, in each case at least thirty (30) days in advance of any proposed consummation or closing date of the proposed Transfer for the Company's review and evaluation. The Company may, in its sole discretion, disclose any documentation relating to a proposed Transfer to any third party.

The Company shall in all cases have thirty (30) days following the later of (1) the Company's receipt of all Transfer documentation and any other information requested by the Company, and (2) any change in the terms or conditions of the Transfer, to consider and exercise (or assign to a third party for exercise) its right of first refusal, which exercise shall be effective by the Company's delivery of written notice to the Franchisee. In all cases, the Company shall have not less than thirty (30) days after the exercise of the right of first refusal to consummate the transactions contemplated by the proposed Transfer. If the Company exercises its right of first refusal (or assigns such right to a third party), (a) the purchase agreement to be entered into between the Company (or its assignee) and the Franchisee shall be on substantially similar terms and conditions as the purchase agreement between the Franchisee and the third party purchaser and (b) neither the Company nor its assignee shall have any obligation to reimburse the Franchisee or any third party for any costs or expenses relating to the proposed Transfer giving rise to the right of first refusal, the Company's review of the Transfer, or the exercise or assignment of its right of first refusal. In the event the consideration to the Franchisee under any such offer or contract with a third party is other than cash consideration and the Company elects to exercise or assign its right of first refusal, the Company or such assignee may, in its sole discretion, 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.

In the event that the Company exercises its right of first refusal (or assigns such right to a third party), the Franchisee acknowledges and agrees that it shall take all actions as may be reasonably necessary to consummate the sale to the Company (or its assignee) as contemplated by this Subsection 13.5, including, without limitation, entering into agreements and delivering certificates, instruments, consents and/or other documents as may be deemed necessary or appropriate.

13.6 The Company has the right to assign any and all of its rights, privileges and/or obligations 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 shall no longer have any obligation or liability (whether 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

Mark	Reg. No.	Reg. Date
Taco Bell (Class 42)	0,820,073	12/06/1966
Taco Bell within Tumbling Blocks (Class 42)	0,856,207	09/03/1968
Taco Bell (Class 30)	0,879,582	10/28/1969
Burrito Supreme (Class 29)	1,050,189	10/12/1976
Bell Design No. 2 (Class 42)	1,322,737	02/26/1985
Taco Bell and Bell Design No. 2 in 1984 Logo (Class 43)	1,322,738	02/26/1985
Taco Bell in 1984 Logo Distinctive Lettering (Class 42)	1,322,739	02/26/1985
Bell Design No. 2 in color (Class 42)	1,330,236	04/09/1985
Soft Taco Supreme (Class 30)	1,551,516	08/08/1989
MexiMelt (Class 30)	1,528,496	03/07/1989
The Bell (Class 42)	1,765,386	04/13/1993
Taco Bell (Class 30)	1,874,786	01/17/1995
Taco Supreme (Class 30)	1,920,011	09/19/1995
Taco Bell (Class 42)	1,924,335	10/03/1995
Bell Design No. 6 (Class 42)	2,006,124	10/08/1996
Soft Taco Supreme (Class 30)	2,031,945	01/21/1997
Double Decker (Class 30)	2,090,212	08/19/1997
Taco Bell and Bell Design No. 6 Logo No. 2 (Class 42)	2,105,501	10/14/1997
Taco Bell and Bell Design No. 6 Logo No. 1 (Class 29)	2,105,502	10/14/1997
Taco Bell (Class 30)	2,114,014	11/18/1997
Taco Bell and Design No. 7 (in color) (Class 30, 43)	2,816,454	02/24/2004
Double Decker (Class 30)	2,860,026	06/07/2004
Think Outside The Bun with Taco Bell and Bell Design No. 7 (Class 30, 43)	3,020,103	11/29/2005
Think Outside The Bun (Class 30, 43)	3,020,149	11/29/2005
Crunchwrap Supreme (Class 30)	3,102,200	06/06/2006
Crunchwrap (Class 30)	3,108,135	06/20/2006
Taco Bell (in color) (Class 43)	3,501,311	09/16/2008
Taco Bell (Class 36)	3,676,436	03/05/2009
Bell Design No. 6 (in color) (Class 43)	3,629,938	06/02/2009
Feed the Beat (Class 35,41)	3,735,825	01/12/2010
Bong (Sound Mark) (Class 43)	3,736,968	01/12/2010
Taco Bell & Bell Design No. 7 (Class 9)	4,102,936	02/21/2012
Happier Hour (Class 32)	4,238,926	02/21/2012
Live Más (Class 43)	4,243,633	11/13/2012
Bell Design with Mission Window (Class 43)	4,295,975	02/26/2013
Taco Bell & Bell Design #7 with Live Más Horizontal (Class 43)	4,382,469	08/13/2013
Loaded Grillers (Class 30)	4,468,046	01/14/2014
$1 Cravings Menu (Class 43)	4,465,403	01/14/2014
Happier Hour (Class 32)	4,651,267	12/09/2014
Bell Design No. 6 (Class 43)	4,682,267	02/03/2015
Taco Bell (Class 29, 30, 32 & 43)	4,780,421	07/28/2015
Taco Bell and Bell Design No. 7 (in Color) (Class 43)	4,873,041	12/22/2015
Quesalupa (Class 30)	5,037,135	09/06/2016
Live Más (with accent over “A”) (Class 25)	5,146,760	02/21/2017
Your Dream On Our Dime (Class 36)	5,128,967	08/11/2017
Taco Bell Cantina (Logo) (Class 43)	5,365,441	12/26/2017
Nachos BellGrande (Class 30)	5,437,137	04/03/2018
TACO BELL & Bell Design No. 8 in color (Class 43)	5,592,983	10/30/2018
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

Taco Bell (Class14,25)	6,082,094	06/16/2020
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
Bell Stop (Class 43)	6,328,911	04/20/2021
Taco Night (Class 29)	6,523,161	10/19/2021
Taco Bell (Class 21,25, 26, 28)	6,564,428	11/16/2021
Taco Bell Design #8 (Class 25)	6,815,211	08/09/2022
Cantina & Bell Design logo #8 (Class 43)	6,775,765	06/28/2022
Taco Bell (Class 18)	6,775,836	06/28/2022
Taco Bell Design #8 (Class 25)	6,815,211	08/09/2022
Taco Bell Design #8 (Class29, 30)	6,820,973	08/16/2022
Taco Bell Defy (Class 43)	6,848,455	09/13/2022

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
Popperpeño (class 29,30)	88601870	09/03/2019
Steak Firecracker Fries (Class 29)	88656080	10/16/2019
Crispy Tortilla Cheese Popper (Class 29)	88693971	11/15/2019
Live Más (Class 30, 32)	88802901	02/19/2020
Go Mobile (Class 9, 29, 30 & 43)	90144967	08/28/2020
Crispanada (Class 30)	90562532	03/05/2021
Taco Moon (Class 43)	90603856	03/25/2021
Enchirito (Class 30)	90660208	04/21/2021
Worth The Wake (Class43)	90660210	04/21/2021
Cravetarian (Class 29, 30, 43)	90664442	04/22/2021
Taco Lover's Pass (Class 9, 35)	90825313	07/13/2021
Mercury Retrogrande Nachos Box (Class 30)	90845896	07/23/2021
Go Mobile (Class 29, 30, 43)	90975931	08/28/2020
Ambition Accelerator (Class 35, 36)	97101966	11/01/2021
Taco Bell Design #8 (Class 29, 30)	97115292	11/09/2021
Drive-Thru Dialogues (Class 41)	97171518	12/14/2021
Taco Bell (Class 9, 35, 41, 42, 43)	97330037	03/25/2022
Taco Bell Design #8 (Class 9, 35, 41, 42, 43)	97330039	03/25/2022
Live Mas (with Accent over "A") (Class36)	97492976	07/07/2022
#ISEEATACO (Class43)	97493094	07/07/2022
Quesalupa (Class 30)	97539204	
Taco Bell (Class 41)	97541698	08/09/2022
The Bell Breakfast (Class 43)	97561160	08/23/2022
Bell Iced Coffee (Class 30)	97573257	08/31/2022
Live Mas Stylized (Class 30, 43)	97612764	09/29/2022
Fourthmeal (Class 43)	97634668	10/17/2022
Breeze Freeze (Class 32)	97694019	11/28/2022
The Bell Wisdom (Class 41)	97699733	12/01/2022
Taco Zone (Class 43)	97701895	12/02/2022
See A Goal, Score A Taco (Class 43)	97701928	12/02/2022
Cantina Street (Class 29, 30, 32, 43)	97715287	12/13/2022

UPDATED 1/19/2023

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 (½) 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."**

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: _____

_____
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.

_____
Notary Public
SEAL Printed Name: _____
My Commission Expires: _____

ASSIGNEE:

By: _____
Name:_____
Title: _____

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 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
MARKET BUILD OUT AGREEMENT

This Market Build Out Agreement (the "Agreement") is made and entered into on _____ (the "Effective Date"), by and between _____, a _____ ("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] _____ ("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 and include any purchased restaurant that was registered by a prior franchisee prior to your purchase, even if such restaurant opens during the term of this Agreement.

   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. "Force Majeure Event" shall mean any of the following events to the extent any such event (alone or in the aggregate) has a material adverse effect on the operations or financial condition of Franchisee or, in the case of the development of a Cumulative Net New Restaurant, the development of such Restaurant, and in each case is beyond Franchisee's reasonable control, is unforeseen and could not have been reasonably planned for, prevents Franchisee's performance or the development of such Cumulative Net New Restaurant for a continuous period of thirty (30) days and such non-performance could not have been avoided with the reasonable care of Franchisee: (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) governmental order, mandate, regulation or law, (v) embargoes or blockades, (vi) national or regional emergency, (vii) strikes or labor stoppages, (viii) epidemics and pandemics or (ix) any event caused by Taco Bell or its affiliate(s) that materially and adversely affects a significant number of Taco Bell franchisees, including Franchisee; provided that none of the following events shall constitute a Force Majeure Event: (1) any current or foreseeable event in connection with an epidemic or pandemic (including the COVID-19 pandemic), (2) any current or foreseeable supply chain issue, including the delay or unavailability thereof or (3) a flood, fire, explosion or similar event that does not affect the development of such Cumulative Net New Restaurant.

F. "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.

G. "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 groundbreak. 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.

      Notwithstanding the foregoing, Franchisee will not be liable to Taco Bell for any Period Sum to the extent that Franchisee's failure to meet the development schedule for any Cumulative Net New Restaurant resulted directly from a Force Majeure Event provided that (i) any delay resulting from a Force Majeure Event shall extend performance, and suspend Franchisee's payment of any Period Sum, only so long as, and to the extent that, Franchisee's performance is prevented by such Force Majeure Event, provided that any such extension of performance shall not exceed [six (6)] months for any given New Restaurant, (ii) Franchisee shall (a) promptly (and in any event within five (5)

days) notify Taco Bell in writing of the nature and extent of the circumstances of the Force Majeure Event, which notice shall contain a reasonably detailed description of the Force Majeure Event and the impact, issues and/or destruction that such event has caused, and (b) forthwith use commercially reasonable efforts to establish and implement a plan that minimizes the disruption of such Force Majeure Event to Franchisee and to remedy the situation and remove the cause of Franchisee's inability to perform as soon as reasonably practicable under the circumstances and (iii) the foregoing shall not limit any other remedy available to Taco Bell relating to a breach by Franchisee of this Agreement or the Franchise Agreements. Franchisee shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of any Force Majeure Event.

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:

Development Territory #1:

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 evidence 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 a 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 Ill 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)
) SS
County of Jefferson)

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 _____)
) 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

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).

- **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.
  - 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: SPACE ABOVE THIS LINE FOR RECORDER'S USE
THE UNDERSIGNED GRANTOR(S)
DECLARE(S):

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

LETTER AGREEMENT REGARDING FRANCHISOR GUARANTY OF FINANCING (QUALIFIED, SELECTED APPLICANTS)

_____, 2023

LETTER AGREEMENT

[Bank
Address
Address]

[Franchisee
Address
Address]

[Brand/Yum
Address
Address]

Ladies and Gentlemen:

Reference is made to (a) that certain Guaranty Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified, the "Guaranty"), made by [Yum] (together with its successors, the "Guarantor"), in favor of [Bank] (together with its successors, the "Lender") for the benefit of [Franchisee] (the "Borrower"); (b) that certain Loan Agreement, dated as of [Date], 2023 (as amended, supplemented or otherwise modified, the "Loan Agreement"), by and between the Lender, the Borrower and [Franchisee Guarantors] (the "Franchisee Guarantors"); (c) the Franchise Agreement(s) (each as amended, supplemented or otherwise modified, a "Franchise Agreement"), executed or to be executed by and between [Brand] and the Borrower for the operation of [Number] [Brand] restaurants (the "Restaurants"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Guaranty, the Loan Agreement or the Franchise Agreement, as applicable. For purposes of this Letter 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.

1. The Borrower and each Franchisee Guarantor each represent and warrant as to the following:

(a) the Borrower is a [state of formation] [corporation/LLC] duly formed, validly existing and in good standing under the laws of the state of its formation and has full power and authority to execute, deliver and perform this Letter Agreement, the Loan Agreement and any other related document, as applicable. The Borrower is duly qualified to do business and is in good standing as a foreign limited liability company or a foreign corporation, as applicable, in each jurisdiction in which one or more Restaurants are located. The Borrower is a single purpose entity, the primary purpose of which is to own, operate and develop [Brand] Restaurants;

(b) each of the Borrower and each Franchisee Guarantor has the requisite power and authority to execute, deliver and perform its obligations under this Letter Agreement, the Loan Agreement, the Franchisee Guaranty (as defined below) and any other related document, as applicable. The execution, delivery and performance by the Borrower and each Franchisee Guarantor of this Letter Agreement and all other documents and instruments executed and delivered by the Borrower and each Franchisee Guarantor relating to this Letter Agreement have been duly authorized by all necessary corporate or other similar action. This Letter Agreement and all other documents and instruments executed and delivered by the Borrower and each Franchisee Guarantor relating to this Letter Agreement constitute valid and binding obligations of the Borrower and each Franchisee Guarantor and are enforceable against the Borrower and each Franchisee Guarantor in accordance with their terms, except as enforcement thereof may be limited by the effect of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting the rights and remedies of creditors, and the effects of general principles of equity, whether applied by a court of law or equity;

(c) the Borrower is not in default under any debt instrument, supply agreement or other material agreement. Neither the Borrower nor any of its Affiliates is in breach of any term of any franchise, license or other agreements with the Guarantor, its Affiliates or any Yum! Brands Concept nor does there exist any condition or conditions that, with the giving of notice, the passage of time, or both, would result in a default thereunder; and

(d) neither the Borrower nor any Franchisee Guarantor have knowledge of any existing default or breach by the Guarantor, or any Yum! Brands Concept under the terms of any contract to which they are party or any other claim for liability or damages against the Guarantor, or any Yum! Brands Concept.

2. The Borrower and each Franchisee Guarantor, as applicable, covenant to the following:

(a) the sole legal purpose of the Borrower will be to acquire, operate and own [Brand] restaurants. The Borrower will not own interests of any kind in any other business of any kind unless it first obtains the express written consent of the Guarantor;

(b) each Franchisee Guarantor shall execute and deliver, and the Borrower shall cause each Franchisee Guarantor to execute and deliver, to the Guarantor at or prior to [_____, 2023], or at any time after [_____, 2023] that any person becomes a Franchisee Guarantor, a guaranty substantially in the form of Exhibit A hereto (the "Franchisee Guaranty"), pursuant to which, among other things, each Franchisee Guarantor shall guarantee the obligations of the Borrower hereunder. Whenever this Letter Agreement requires the Borrower to take any action, such requirement shall be deemed to include an undertaking on the part of each Franchisee Guarantor to cause the Borrower to take such action;

(c) the Borrower shall not, without the prior written consent of the Guarantor, refinance or restructure (including entering into a sale-leaseback arrangement) any portion of the Borrower's debt or equity incurred in connection with the Loan Agreement;

(d) the Borrower shall provide the Guarantor with an annual audited profit and loss statement, an annual statement of cash flows and a consolidated balance sheet within ninety (90) days after

the end of each of the Borrower's fiscal years. All financial reporting referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied and shall be certified by the president or principal financial officer of the Borrower;

(e) each Franchisee Guarantor shall provide the Guarantor with annual financial statements of such Franchisee Guarantor within ninety (90) days after the end of each calendar year. All financial statements referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied;

(f) the Borrower shall provide the Guarantor with quarterly business reports in a form reasonably required by the Guarantor, which shall include current loan balance information;

(g) the Borrower shall promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and all other legal requirements applicable to the Borrower and the Restaurants;

(h) the Borrower shall not dissolve, liquidate or consolidate with or otherwise acquire all or substantially all of the assets or properties of any other entity;

(i) no Franchisee Guarantor may sell, lease, transfer, encumber or otherwise dispose of any of its respective rights or interests in the Borrower without the prior written consent of the Guarantor;

(j) the Borrower shall maintain and keep all of the Borrower's properties and assets in good working order and condition and make all necessary and proper repairs and replacements;

(k) the Borrower shall abide by the terms of the Franchise Agreement, the Loan Agreement, this Letter Agreement and any other related document to which it is a party;

(l) the Borrower shall report immediately to the Guarantor the occurrence of any incident at or concerning the Restaurants or the business conducted there which is, or is likely to become, the subject of publicity through the news media or otherwise. The Borrower and the Franchisee Guarantors hereby acknowledge that the Guarantor alone is authorized to speak or make statements, public or private, on behalf of the [Brand] brand or the [Brand] system, and the Borrower and the Franchisee Guarantors shall in every instance consult and coordinate with the Guarantor in advance of communicating with the media or of creating publicity for the [Brand] brand or [Brand] system outside the normal course of business; and

(m) the Borrower hereby agrees to provide written notice to the Lender and the Guarantor, within three (3) calendar days of the occurrence of any of the following events; provided, however, that failure by the Borrower to notify the Lender and/or the Guarantor will not affect the Lender's or the Guarantor's obligations under the Loan Agreement or the Guaranty, respectively:

(i) upon any payment of principal, interest or fees relating to any Loans (as defined in the Guaranty) becoming more than thirty (30) days past due;

(ii) upon any Payment Default (as defined in the Guaranty);

(iii) upon notice of Lender taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan;

(iv) upon any action or proceeding instituted or threatened by or against the Borrower or any Franchisee Guarantor in any federal or state court or by any commission or other regulatory body, whether federal, state or local, or of any proceedings threatened against the Borrower or any Franchisee Guarantor in writing, which, if determined adversely, could reasonably be expected to have a material adverse effect on the business, operations, properties, assets or the condition, financial or otherwise of the Borrower; and

(v) upon a default, event of default or any condition or conditions that, with the giving of notice, the passage of time, or both, would result in a default or event of default, under the Loan Agreement or any other related document, including but not limited to adverse health department inspections.

In each case such notice will include, in reasonable detail, a description of the event or events that prompted the notice and the action which the Borrower proposes to take with respect thereto.

3. The Lender hereby agrees to provide prompt notice to the Guarantor, in accordance with the notice provisions set forth in Section 9 of the Guaranty, in each of the following instances regardless of whether the Guarantor has previously paid to Lender the Maximum Guaranteed Amount; provided, however, that failure by the Lender to notify the Guarantor will not affect the Guarantor's obligations under the Guaranty:

(a) upon any payment of principal, interest or fees relating to any Loan becoming more than 30 days past due;

(b) upon any Payment Default (as defined in the Guaranty); and

(c) at least ten (10) Business Days prior to taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan.

4. If any payment of principal, interest or fees under the Loan Agreement or any related document has become more than thirty (30) days past due, the Guarantor shall have the right, in its sole discretion and regardless of whether the Guarantor has previously paid to Lender the Maximum Guaranteed Amount, to purchase from the Lender the outstanding obligations owing to the Lender by the Borrower under the Loan Agreement and related documents in accordance with the terms hereof (the "Purchase Option"), for a cash purchase price equal to the sum of the outstanding principal balance of the Loans plus accrued and unpaid interest thereon and fees related thereto at the non-default rate of interest plus all other outstanding obligations other than interest at the default rate (the "Purchase Option Price"). Guarantor shall provide written notice to the Lender of any election to exercise the Purchase Option. Following such notice, the Lender and the Guarantor will negotiate in good faith, and then execute and deliver assignments of the Loans and all related guarantees and collateral documents, in forms appropriate to the laws which govern

such documents. Any such assignments by the Lender shall be without recourse to, or warranty by, the Lender, except that the Lender shall warrant to the Guarantor (i) as to the outstanding amounts of principal, interest, fees and other amounts relating to the Loans which are being assigned under the Purchase Option, (ii) that the Lender is the owner of such Loans subject to the Purchase Option and other amounts free and clear of any liens, security interests, encumbrances or any other interests of any third parties, (iii) that the Lender has all necessary power and authority to sell such Loans in connection with the Purchase Option and to enter into the applicable assignments of the Loans and related guarantees and collateral documents and any related documents, and (iv) that the Lender has not modified, exchanged, waived, subordinated or released any security, collateral or other guaranty for the payment of the Guaranteed Obligations without the prior written consent of the Guarantor in accordance with Section 6 hereof. After such assignments of the Loans in connection with the Purchase Option, the assignment of all related guarantees and collateral documents, and the indefeasible payment in full of the Purchase Option Price, the Lender shall not maintain any lien or encumbrance on any collateral securing the Loans.

5. Without limiting the provisions of Section 4 above, the Guarantor shall have the right, in its sole discretion, to purchase from the Lender any payment or payments from time to time owing to the Lender by the Borrower under the Loan Agreement (the "Partial Purchase Option") at any time after such payment has been past due for at least thirty (30) days (the "Partial Purchase Option Trigger"), for a cash purchase price equal to the amount of such payment which is due and unpaid (the "Partial Purchase Option Price"). Unless such purchase of a payment is made following a Notice of Demand given by the Lender to the Guarantor in respect of such payment in accordance with Section 1 of the Guaranty, such purchase by the Guarantor shall not be deemed to be a payment by the Guarantor under the Guaranty and shall not reduce the Guarantor's obligations under the Guaranty. If the Guarantor elects to exercise its Partial Purchase Option under this Section 5, it will give written notice to the Lender of such election and the Guarantor and the Lender will negotiate in good faith, and will execute a form of assignment in respect of such payment. Any such assignments by the Lender shall be without recourse to, or warranty by, the Lender, except that the Lender shall warrant to the Guarantor (i) as to the type (whether principal, interest, fees or other costs relating to the Loans) of the payments being assigned under the Partial Purchase Option, (ii) that the Lender has a right to receive such payments being assigned under the Partial Purchase Option, and such rights to receive such payments are free and clear of any liens, security interests, encumbrances or any other interests of any third parties, and (iii) that the Lender has all necessary power and authority to assign such payments under the Partial Purchase Option and to enter into the applicable assignments of the payments subject to the Partial Purchase Option. The Borrower and each Franchisee Guarantor shall cooperate in good faith with respect to any such assignments in connection with Partial Purchase Options. The Guarantor's rights against the Borrower in respect of any such assigned payment under a Partial Purchase Option shall be waived and postponed to the rights of the Lender in respect of any amounts payable under the Loan Agreement which are not assigned to the Guarantor to the same extent as is set forth in the proviso to Section 13 of the Guaranty.

6. The Lender shall not modify, exchange, waive, subordinate or release any security, collateral or other guaranty for the payment of any Guaranteed Obligations without the prior written consent of the Guarantor (such consent not to be unreasonably withheld).

7. The Borrower and each Franchisee Guarantor hereby agree jointly and severally to reimburse the Guarantor for any and all payments paid by the Guarantor to the Lender under the Guaranty, including, without limitation, all costs and expenses paid pursuant to Section 10 of the Guaranty; provided that such rights of the Guarantor to such reimbursement shall be subordinate to the rights to payment of the

Lender under the Loan Agreement, and postponed until the Lender has been paid in full for all amounts owing to it under the Loan Agreement; provided, however, that such subordination shall not apply to any rights of the Guarantor or any of its Affiliates under any Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement. Further, each Franchisee Guarantor acknowledges and agrees that any rights of subrogation it may have with respect to any payments by it to the Lender under the Loan Agreement or any other related document, shall be subordinate to the rights to payment of the Lender and to the rights to reimbursement of the Guarantor (as set forth in this Section 7), and shall be postponed until the Lender and the Guarantor have each been paid in full for all amounts owing to each such party under the Loan Agreement, the Guaranty or any other related document.

8. The Borrower and each Franchisee Guarantor shall, jointly and severally, indemnify, defend and hold harmless the Guarantor and its respective officers, shareholders, directors, employees and Affiliates from and against any claim, liability, loss, damage, cost or expense (including court costs and reasonable attorneys' fees and expenses) arising from: (i) Borrower's ownership or operation of the Restaurants; (ii) any material misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of the Borrower or any Franchisee Guarantor under this Letter Agreement or from any material misrepresentation in or omission from any instrument of the Borrower or any Franchisee Guarantor furnished to the Guarantor pursuant to this Letter Agreement; and/or (iii) the enforcement and protection of the rights of the Guarantor under this Letter Agreement, the Guaranty, the Franchise Agreements and any other related document, as applicable; provided that such rights of the Guarantor to any such indemnification and/or reimbursement of costs or expenses shall be subordinate to the rights to payment of the Lender under the Loan Agreement, and postponed until the Lender has been paid in full for all amounts owing to it under the Loan Agreement; provided, however, that such subordination shall not apply to any rights of the Guarantor or any of its Affiliates under any Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement.

9. The Lender, the Borrower and each Franchisee Guarantor each acknowledge and agree that, in accordance with the Guarantor's long-standing policy, the Guarantor will not permit the encumbrance of any direct or indirect beneficial or legal ownership interest in (i) the Borrower (except for the ownership interest of any Franchisee Guarantor), (ii) the Franchise Agreement, or (iii) any rights licensed to the Borrower by the Guarantor or any of its Affiliates (including, without limitation, intellectual property rights). Subject to the terms of this Letter Agreement, however, the Guarantor will permit the Lender to cure any monetary defaults by the Borrower under the Franchise Agreement; provided the Lender cures any such monetary defaults within the time provided under the Franchise Agreement and applicable law, if any. Notwithstanding the foregoing, nothing in this Letter Agreement shall be construed to limit, in any way, the Guarantor's rights under the Franchise Agreement, including relating to the transfer or disposition of the Franchise Agreement.

10. The Lender agrees that if, at any time after a default under the Loan Agreement, the Lender elects to transfer any of the owned properties or any lease or sublease related to any Restaurant to a third party for any use other than as a [Brand] restaurant, in addition to the requirements of Section 6 hereof, the Guarantor will have a prior right to acquire the affected properties on the same terms and conditions as those agreed to between the Lender and the third party. If the Lender reaches agreement with a third party regarding transfer, the Lender shall notify the Guarantor in a writing that describes the location of the property, the interest proposed to be transferred, and the terms of the transfer. Within thirty (30) days after receipt of the written notice from the Lender, the Guarantor may elect, in its sole discretion, to acquire the affected properties on the same terms agreed upon between the Lender and the third party.

11. Any breach by Borrower or failure by Borrower to comply with this Letter Agreement shall constitute a default under the Franchise Agreements for all the Restaurants.

12. Any notices and demands under this Letter Agreement shall be in writing and delivered to the intended party by hand-delivery or overnight courier service, mailed by certified or registered mail, or sent by e-mail, as follows:

(a) if to the Guarantor, in accordance with Section 9 of the Guaranty;

(b) if to the Lender, in accordance with Section 9 of the Guaranty;

(c) if to the Borrower, [address, e-mail address]; and

(d) if to a Franchisee Guarantor, [address, e-mail address];

13. The validity, interpretation and enforcement of this Letter Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York and further excluding any application of the New York Franchise Act if said statute would not by its terms otherwise apply.

14. The parties hereto hereby irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Letter Agreement or any of the other [Loan Documents] or in any way connected with or related or incidental to the dealings of the Guarantor and the Lender in respect of this Letter Agreement or any of the other [Loan Documents] or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above.

15. Each of the parties hereto hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails or by service upon such party in any other manner provided under the rules of any such courts.

16. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY THAT SUCH PARTY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS LETTER AGREEMENT OR ANY GUARANTEED OBLIGATIONS.

17. This Letter Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Letter Agreement. Delivery of an executed counterpart of this Letter Agreement by an electronic method of transmission shall

be equally as effective as delivery of an original executed counterpart of this Letter Agreement. Any party delivering an executed counterpart of this Letter Agreement by an electronic method of transmission also shall deliver an original executed counterpart of this Letter Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Letter Agreement.

18. If one or more provisions of this Letter Agreement shall be held to be invalid, illegal or unenforceable under applicable law, the parties agree that the remainder of this Letter Agreement will remain valid and enforceable to the fullest extent permitted by law, and such term or condition shall be reformed to achieve as nearly as possible the same effect as the original term.

19. Guarantor may not assign this Letter Agreement (including without limitation any of its respective rights or obligations hereunder) without the prior written consent of Lender, such consent not to be unreasonably withheld. Lender may only assign this Letter Agreement subject to the terms of Section 14 of the Guaranty. Neither the Borrower nor any Franchisee Guarantor may assign this Letter Agreement (including without limitation any of their respective rights or obligations hereunder) without the prior written consent of each of Lender and Guarantor. Any assignment that does not comply with the terms of this Section 19 shall be deemed null and void and of no force or effect. This Letter Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

20. No waiver by any party of any breach or default under this Letter Agreement or any related agreements shall be deemed a waiver of any subsequent or other breach or default. Except as otherwise provided herein, a party to this Letter Agreement may waive a provision of this Letter Agreement or consent to any departure from the provisions of this Letter Agreement only by written notice to the other parties. Except as expressly provided otherwise herein, this Letter Agreement may not be amended except in writing, signed by all parties hereto, and any attempt at oral modifications of this Letter Agreement shall be void and of no effect.

Please confirm your agreement with the foregoing by executing this Letter Agreement and returning it to us.

Sincerely,

[Brand/Yum],
as Guarantor

By: _____
Name:
Title:

Acknowledged and agreed as of the date set forth above:

[BANK],
as Lender

By: _____
Name:
Title:

Acknowledged and agreed as of the date set forth above:

BY: [FRANCHISEE]
as Borrower

By: _____
Name:
Title:

Acknowledged and agreed as of the date set forth above:
[FRANCHISEE GUARANTORS]

EXHIBIT A

FRANCHISEE GUARANTY

In consideration of Yum! Brands, Inc.'s ("Yum") entering into that certain Guaranty Agreement, dated as of [_____], in favor of [_____] (the "Borrower") for the benefit of the franchisee (the "Guaranty"), each of the undersigned hereby personally guarantees, jointly and severally, the full payment and performance of the franchisee's obligations to Yum! Brands, Inc., and Taco Bell Franchisor, LLC under that certain Letter Agreement dated as of _____, between Yum, Borrower, and franchisee (the "Letter Agreement"), and individually undertakes to be bound by all the terms of the Letter Agreement, which provisions are hereby approved. This Guaranty shall be personal, except in the case of a Trustee that is not also a member or a beneficiary of the Trust, in which case this guaranty shall be provided by such Trustee solely in its capacity as a Trustee of the Trust. This Personal Guaranty is and shall be a continuing guaranty and no amendment of or waiver under the Letter 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 Yum or Taco Bell Franchisor, LLC.

Date: _____ _____

, Individually

EXHIBIT N

GUARANTY BY YUM OF FINANCING (QUALIFIED, SELECTED APPLICANTS)

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (as amended, supplemented, restated or otherwise modified from time-to-time, referred to herein as the "Guaranty"), dated as of _____, is made by _____ (together with its successors, the "Guarantor"), in favor of _____ (together with its successors, the "Lender").

WHEREAS, Guarantor operates and franchises the _____ restaurant concept in _____ ("Brand Concept");

WHEREAS, _____ (the "Borrower"), and Lender have entered into that certain _____ dated as of the date hereof (as such agreement may be amended, modified, restated or otherwise supplemented from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain loans (the "Loans") available to Borrower to establish and maintain a certain franchise of Guarantor (unless otherwise defined herein, or unless the context otherwise requires, each term used herein with its initial letter capitalized shall have the meaning given such term in the Loan Agreement);

WHEREAS, LENDER has required, as a condition to making the Loans to Borrower under the Loan Agreement, that Guarantor execute and deliver this Guaranty;

WHEREAS, LENDER and GUARANTOR have entered into that certain Letter Agreement dated as of the date hereof (as such agreement may be amended, modified, restated or otherwise supplemented from time to time, the "Letter Agreement"); and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor hereby covenants and agrees as follows:

1. Guaranty. Guarantor hereby absolutely and unconditionally guarantees the prompt, complete and full payment of the Guaranteed Obligations (as defined below) up to the Maximum Guaranteed Amount (as defined below), within ten (10) business days of written demand by Lender to Guarantor (a "Notice of Demand") as set forth below. This Guaranty is a guaranty of payment and not of collection. This Guaranty does not in any way cancel, amend, discharge or limit any other guaranty executed by Guarantor in favor of Lender.

(a) Any Notice of Demand shall be substantially in the form of Exhibit A hereto and may only be delivered upon:

(i) failure by Borrower to make any principal and/or interest payment under the Loan Agreement when due and such failure continues for more than ninety (90) consecutive days (a "Payment Default"); and/or

(ii) acceleration of the Loans pursuant to the terms of the Loan Agreement.

(b) Within ten (10) business days of delivery of a Notice of Demand, Guarantor shall pay the lesser of (A) the amount demanded in such Notice of Demand, or (B) the sum of (x) the Maximum Guaranteed Amount minus (y) any Prior Payments (as defined below).

(c) As used herein, 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.

(d) As used herein, the term "Guaranteed Obligations" shall mean the first _____ of the original principal amount of the Loans, and accrued interest thereon, which amount shall be reduced as amortized over the term of the Loan. For avoidance of doubt, the Guaranteed Obligations shall be the first amounts reduced by amortization of the total original principal amount of the Loans. The Loans shall not be refinanced, renewed, extended, substituted or otherwise modified unless Guarantor expressly agrees in writing.

(e) As used herein, the term "Maximum Guaranteed Amount" shall mean the amount of the Guaranteed Obligations, which in no event shall be greater than _____.

(f) As used herein, the term "Prior Payments" shall mean the aggregate amount of any and all amounts previously paid by Guarantor under this Guaranty.

2. Termination of Guaranty. This Guaranty will continue to be in full force and effect until the earliest of (i) final payment in full of all of the Guaranteed Obligations, (ii) payment by the Guarantor of payments hereunder which total the Maximum Guaranteed Amount, (iii) consummation of Guarantor's Purchase Option in accordance with the terms set forth in the Letter Agreement, or (iv) Lender's written termination thereof.

3. Reinstatement. Guarantor agrees that to the extent any payment or transfer is received by Lender in connection with the Guaranteed Obligations, and all or any part of such payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by Lender or transferred or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any of such payments or transfers are hereinafter referred to as a "Preferential Payment"), then this Guaranty shall continue to be effective or shall be reinstated, as the case may be, and whether or not Lender is in possession of this Guaranty, or whether the Guaranty has been marked paid, released or canceled, or returned to Guarantor and, to the extent of any such payment, repayment or transfer by Lender, the Guaranteed Obligations or part intended to be satisfied by the Preferential Payment shall be revived and shall continue in full force and effect as if the Preferential Payment had not been received by Lender. Notwithstanding the previous sentence, if all payments by Guarantor which are not Preferential Payments total the Maximum Guaranteed Amount, then this Guaranty shall be or remain terminated and shall not continue to be effective or be reinstated, as the case may be.

4. Changes to Guaranteed Obligations. Except as set forth in the Letter Agreement, Guarantor authorizes Lender, without notice, consent or demand and without affecting Guarantor's liability under this Guaranty, to do any of the following: (i) take and hold security from the Borrower for the payment of any Guaranteed Obligations, and to exchange, enforce, foreclose, waive, subordinate and release any security and to apply the proceeds of the security as Lender in its reasonable discretion determines; and (ii) obtain a guaranty of any Guaranteed Obligations from any one or more other persons whomsoever and at any time or times to enforce, waive, rearrange, modify, limit or release such other persons from their obligations under such guaranties.

5. Automatic Acceleration. Guarantor agrees that if the maturity of any Guaranteed Obligations is accelerated by bankruptcy or otherwise, the maturity thereof shall also be deemed accelerated for the purpose of this Guaranty and the Guaranteed Obligations up to the Maximum Guaranteed Amount shall be payable by Guarantor upon demand and notice to Guarantor.

6. Waivers of Guarantor. To the extent not prohibited by applicable law and except as otherwise provided herein, Guarantor waives: (i) diligence and promptness in preserving liability of any person on Guaranteed Obligations, and in collecting or bringing suit to collect Guaranteed Obligations; (ii) presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest, or any other notice of any other kind with respect to the Guaranteed Obligations, except as set forth in Section 1 above and in the Letter Agreement; (iii) any requirement that suit be brought against, or any other action by Lender be taken against, or any notice of default or other notice to be given to, or any demand to be made on, Borrower or any other person; and (iv) notice of acceptance of this Guaranty, creation of the Guaranteed Obligations, failure to pay the Guaranteed Obligations as they mature, any other default, adverse change in Borrower's financial condition, release or substitution of collateral, subordination of Lender's rights in any other collateral, and every other notice of every kind, except as provided herein or in the Letter Agreement. Guarantor irrevocably waives, and agrees that it shall not seek to enforce or collect upon, any rights which Guarantor now has or may acquire against Borrower, either by way of subrogation, indemnity, reimbursement or contribution, as a result of any amount paid by Guarantor to Lender under this Guaranty (the "Subordinated Obligations") until 91 days after all Guaranteed Obligations of Borrower to Lender arising under the Loan Agreement have been paid in full. If any amount is paid to Guarantor on account of any such Subordinated Obligations, the amount shall be held in trust for the benefit of Lender and shall, to the extent such amount is less than the Maximum Guaranteed Amount, be promptly paid to Lender to be credited and applied to such Guaranteed Obligations, whether matured or unmatured or absolute or contingent, in accordance with the terms of the Loan Agreement. For the avoidance of doubt, the Subordinated Obligations shall not include any payments, fees or other amounts owed to Guarantor or any of its Affiliates under any Franchise Agreement and none of the waivers by Guarantor set forth in this Guaranty shall apply to the rights of Guarantor or any of its Affiliates under any such Franchise Agreement.

7. Guaranty Absolute. The liability of the Guarantor to Lender under this Guaranty shall be absolute and unconditional. Guarantor will remain liable for all of the Guaranteed Obligations up to the Maximum Guaranteed Amount even though any Guaranteed Obligations may be unenforceable against or uncollectible from Borrower or any other person due to incapacity, lack of power or authority, discharge or for any other reason whatsoever. Without limiting the foregoing, but subject thereto, Guarantor's liability to Lender under this Guaranty is absolute and unconditional irrespective of: (i) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure, render unenforceable or otherwise affect any term of the Loan Agreement or Guaranteed Obligations; (ii) any lack of validity or enforceability of the Loan Agreement or Guaranteed Obligations against Borrower or any other person due to incapacity, lack of power or authority, discharge or for any reason whatsoever; (iii) any set-off, defense or counterclaim whatsoever (in any case, whether based on contract, tort or any other theory) with respect to any Guaranteed Obligations, the Loan Agreement or the transactions contemplated thereby which might constitute a legal or equitable defense available to, or discharge of, Borrower, a guarantor, or any other obligor on any Guaranteed Obligations; (iv) any war, riot or revolution impacting multinational companies or any act of expropriation, nationalization or currency

inconvertibility or nontransferability arising from governmental, legislative or executive measures affecting Borrower or the property of Borrower; (v) the bankruptcy, insolvency, dissolution or liquidation of Borrower or the appointment of a trustee, custodian, receiver or liquidator of all or any substantial part of the assets of Borrower; (vi) any change in the time, manner or place of payment of all or any of the Guaranteed Obligations; or (vii) any change in the name, constitution or capacity of Lender or Borrower. Guarantor waives Guarantor's right to assert those defenses, set-offs, or counterclaims in any litigation or other proceeding relating to Guaranteed Obligations, except as provided herein.

8. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

(a) The validity, interpretation and enforcement of this Guaranty and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York and further excluding any application of the New York Franchise Act if said statute would not by its terms otherwise apply.

(b) The parties hereto hereby irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or the Loan Agreement or any other Loan documents or in any way connected with or related or incidental to the dealings of the Guarantor and the Lender in respect of this Guaranty or any of the Loan Agreement or any other loan documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above.

(c) Each of the parties hereto hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails or by service upon such party in any other manner provided under the rules of any such courts.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY THAT SUCH PARTY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS GUARANTY OR ANY GUARANTEED OBLIGATIONS.

9. Notices. Any notices and demands under this Guaranty shall be in writing and delivered to the intended party by hand-delivery or overnight courier service, mailed by certified or registered mail, or sent by e-mail, as follows:

(a) if to Guarantor, to it at:

_____

_____

_____

e-mail: _____;

and

(b) if to Lender, to it at:

_____

_____

_____

e-mail: _____;

Any party hereto may change its address or e-mail address for notices and other communications hereunder by notice to the other parties as provided herein. All notices and other communications given to any party hereto in accordance with the provisions of this Guaranty will be deemed to have been given on the date of receipt.

10. Cost and Expenses. To the maximum extent not prohibited by applicable law and subject to the Maximum Guaranteed Amount, Guarantor agrees to pay on demand all reasonable expenses (including without limitation the fees and expenses of counsel for Lender and outside counsel) incurred by Lender in connection with the enforcement and collection of any obligation of Guarantor under this Guaranty. The obligations of Guarantor under this Section 10 will survive the termination of this Guaranty.

11. Payments Generally. All payments by Guarantor hereunder shall be made in the manner, at the place, and in the currency required by the Loan Agreement or related documents.

12. Severability. The provisions of this Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, or reorganization law, or other law affecting the rights of creditors generally, if the obligations of Guarantor under this Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of Guarantor's liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the amount of such liability shall, without any further action by Guarantor or Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding.

13. Subrogation. Guarantor shall be subrogated to all rights of Lender against Borrower in respect of any amounts paid by Guarantor pursuant to this Guaranty; provided, however, that Guarantor hereby waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder (including without limitation any statutory rights of subrogation under

Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Lender against Borrower, or any collateral which Lender now has or requires, until all of the Guaranteed Obligations shall have been irrevocably and indefeasibly paid to the Lender in full. For the avoidance of doubt, this Section 13 shall not apply to any rights of Guarantor or any of its Affiliates under any Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement.

14. Assignment; Successors and Assigns. Guarantor may not assign or delegate this Guaranty (including without limitation any of its respective rights or obligations hereunder) without the prior written consent of Lender. Prior to the occurrence and continuance of an Event of Default under the Loan Agreement, Lender may not assign this Guaranty in whole or in part without the prior written consent of Guarantor; provided, however, that Lender may assign this Guaranty in whole but not in part with prior notice to, but without consent from, the Guarantor only to any of its Affiliates or to a fund owned or managed by Lender or one of its Affiliates. Subsequent to the occurrence and continuance of an Event of Default under the Loan Agreement which has not been cured, subject to the following sentence, there shall be no restriction on the assignment rights of Lender hereunder. In any event, any assignee of this Guaranty must, as a condition precedent to such assignment, assume the assignor's obligations under the Letter Agreement. Any assignment that does not comply with the terms of this Section 14 shall be deemed null and void and of no force or effect. This Guaranty shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

15. Amendments. No amendment or other modification of the terms of this Guaranty shall be effective unless in writing and signed by Guarantor and Lender and so stating that it is expressly intended to give effect to the applicable amendment or modification hereto. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall refer to this Guaranty, be in writing and be signed by Lender. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

16. Representations and Warranties. Guarantor represents and warrants to Lender as follows: (a) Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to execute, deliver and perform this Guaranty; (b) the execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets; (c) this Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable against it by Lender in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or effecting creditor's rights and to general equity principles; and (d) Guarantor has not made a transfer or incurred any obligations with the intent to hinder, delay or defraud any of Guarantor's present or future creditors.

All the representations and warranties of Guarantor contained herein: (i) shall survive the execution and delivery of this Guaranty and also the making and satisfaction of each extension of credit comprising the Guaranteed Obligations; and (ii) shall continue to be effective whenever made

or deemed to be made until all of the Guaranteed Obligations up to the Maximum Guaranteed Amount have been indefeasibly repaid in full.

17. Taxes. All payments made by Guarantor to Lender hereunder shall be made free and clear of and without deduction for any and all present and future taxes, levies and withholdings, including stamp and documentary taxes, other than taxes imposed on the net income of Lender (collectively, the "Taxes"). If Guarantor is required by law to deduct any Taxes from or in respect of any amount paid or payable hereunder, such amount shall be increased as necessary so that Lender receives an amount equal to the sum it would have received had no such deduction been made and Guarantor shall pay same to the relevant taxing authority and give to Lender acceptable evidence of such payment. The provisions of this Section 17 as they pertain to Taxes shall survive payment in full hereunder.

18. Miscellaneous. Guarantor's liability under this Guaranty is independent of its liability under any other guaranty previously or subsequently executed by Guarantor or any one of them, singularly or together with others, as to all or any part of the Guaranteed Obligations, and may be enforced for the full amount of this Guaranty regardless of Guarantor's liability under any other guaranty. This Guaranty binds Guarantor's heirs, successors and assigns, and benefits Lender and its successors and permitted assigns. The use of headings does not limit the provisions of this Guaranty.

THIS GUARANTY TOGETHER WITH THE LETTER AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO GUARANTOR'S GUARANTY OF GUARANTEED OBLIGATIONS AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. NO COURSE OF DEALING BETWEEN GUARANTOR AND LENDER, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EXTRINSIC EVIDENCE OF ANY NATURE MAY BE USED TO CONTRADICT OR MODIFY ANY TERM OF THIS GUARANTY, THE LETTER AGREEMENT. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTOR AND LENDER.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed by its authorized officer as of the day and year first above written.

_____

By:_____
Name:
Title:

Acknowledged and agreed to:

_____

By:_____
Name:
Title:

EXHIBIT A

FORM OF NOTICE OF DEMAND

[DATE]

[BRAND/YUM]
[●]
Ladies and Gentlemen:

Reference is made to (a) that certain Guaranty Agreement, dated as of [●] (the "Guaranty"), made by [Yum] (together with its successors, the "Guarantor"), in favor of [●] (together with its successors, the "Lender"); (b) that certain [Loan Agreement], dated as of [●] (the "Loan Agreement"), by and between the Lender and [●] (the "Borrower"); and (c) that certain Letter Agreement, dated as of [●],(the "Letter Agreement"), by and between, *inter alios*, the Guarantor, the Lender and the Borrower. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Guaranty, the Loan Agreement or the Letter Agreement, as applicable.

We hereby certify that there has been a [Payment Default pursuant to Section [●] of the Loan Agreement] [an acceleration of the [Loans] pursuant to Section [●] of the Loan Agreement]. We further certify to the following:

The principal amount outstanding of the [Loans] as of [date] is _____.

The amount of principal past due is _____ and the amount of interest past due is _____.

The aggregate amount of payments received by Lender from Guarantor to date is _____.

We hereby provide notice of demand for payment by the Guarantor of _____, pursuant to, and in accordance with, Section 1 of the Guaranty. Please provide payment to the order of [●] in the form of [●] at the following [address][direction]:

[Address or account details]

Regards,
[LENDER]

By:_____
Name:
Title:

EXHIBIT O

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	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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 P

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 27, 2023, as amended September 18, 2023

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 27, 2023, as amended September 18, 2023, that included the following Exhibits.

A. List of State Agencies and Agents for Service
B-1. Franchise Agreement
B-1.5 KT Successor Franchise Agreement
B-2. Franchise Agreement, Assignment, Guaranty
B-3. Amendment to Franchise Agreement/KT Successor Franchise Agreement
B-4. In-Line 10 + 10 Addendum to Franchise Agt
C. Market Build Out Agreement
D. Release
E. Relationship Agreement, Letter of Credit, and Guaranty
F-1. Development Services Agreement
F-2. Development Services Agreement for Cantina/Urban In-Line Locations
G. Table of Contents of Manual
H. Confidentiality Agreement
I. Information Regarding Taco Bell Franchises
J. Consolidated Financial Statements
K. State Addenda
L. Asset Purchase Agreement
M. Letter Agreement (Qualified, Selected Applicants) & Guaranty by Franchisee Guarantors
N. Guaranty by YUM of Financing (Qualified, Selected Applicants)
O. State Effective Dates
P. 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 SARAHI.MONTIEL@YUM.COM.

DATE: _____

[Insert Franchise Entity]

_____
Signature of shareholder/member

By: _____

Title: _____

_____
Signature of shareholder/member

RECEIPT

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N. Guaranty by YUM of Financing (Qualified, Selected Applicants)
O. State Effective Dates
P. 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 SARAHI.MONTIEL@YUM.COM.

DATE: _____ [Insert Franchise Entity]

_____
Signature of shareholder/member

By: _____

Title: _____

_____
Signature of shareholder/member