



FRANCHISE DISCLOSURE DOCUMENT

McDonald's USA, LLC
a Delaware limited liability company
One McDonald's Plaza
Oak Brook, Illinois 60523
(630) 623-3000
www.mcdonalds.com

The franchisee will own and operate a quick service restaurant offering a limited menu of value-priced foods using the McDonald's System.

The total investment necessary to begin operation of a traditional McDonald's franchise ranges from \$1,031,350 to \$2,182,050 (see Item 7 for small town oil, small town retail, and Satellite locations). This includes an initial franchise fee of \$45,000.00 (see Item 5 for small town oil, small town retail, and Satellite locations) that must be paid to the franchisor.

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 governmental 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 the Franchise Practice Group at 2915 Jorie Boulevard, Oak Brook, IL 60523 and (630) 623-6934.

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 an 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, D.C. 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 also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: May 1, 2013, as amended October 25, 2013

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit P for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT STATES THAT ILLINOIS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
2. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	May 1, 2013, as amended October 25, 2013
Hawaii	April 1, 2013, as amended May 1, 2013, as amended October 25, 2013
Illinois	May 1, 2013, as amended October 25, 2013
Indiana	May 1, 2013, as amended October 25, 2013
Maryland	May 1, 2013, as amended October 25, 2013
Michigan	May 1, 2013, as amended October 25, 2013
Minnesota	May 1, 2013, as amended October 25, 2013
New York	May 1, 2013, as amended October 25, 2013
North Dakota	May 1, 2013, as amended October 25, 2013
Rhode Island	April 1, 2013, as amended May 1, 2013, as amended October 25, 2013
South Dakota	May 1, 2013, as amended October 25, 2013
Virginia	April 30, 2013, as amended October 25, 2013
Washington	May 1, 2013, as amended October 25, 2013
Wisconsin	April 15, 2013, as amended October 25, 2013

**THE FOLLOWING APPLY ONLY TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW**

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 the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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Item 1

The Franchisor and any Parents, Predecessors, and Affiliates

The Franchisor is McDonald's USA, LLC, which will be referred to in this disclosure document as "McDonald's", "we", "us" or "our". A person who buys a franchise from McDonald's will be referred to in this disclosure document as "you".

We are a Delaware limited liability company. Our principal place of business is One McDonald's Plaza, Oak Brook, Illinois, 60523. We currently do business under the name of McDonald's USA, LLC. Our agents for service of process are disclosed in Exhibit O. We are a wholly-owned subsidiary of our parent and predecessor, McDonald's Corporation, a Delaware corporation. Our predecessor's principal place of business is One McDonald's Plaza, Oak Brook, Illinois, 60523. Our predecessor currently does not offer franchises. Neither we nor our predecessor have ever offered franchises in any other line of business.

We have domestic affiliates and international affiliates. Some of our international affiliates offer McDonald's franchises outside of the United States. None of them have offered franchises in any other line of business. These international affiliates are disclosed in Exhibit Q.

We develop, operate, franchise, and service a system of restaurants that prepare, assemble, package, and sell a limited menu of value-priced foods under the McDonald's System in the U.S. The "McDonald's System" is a concept of restaurant operations that includes, among other things, certain rights in trademarks, manuals, and other confidential business information; operational, real estate, and marketing information; and the expertise and continuing information that we provide. All McDonald's restaurant businesses in the U.S. are operated under franchise agreements and are owned by franchisees who are independent third parties, by affiliates operating as joint partnerships, or by our wholly-owned subsidiaries ("McOpCo companies"). Currently, about 89% of all U.S. restaurants are franchised to independent franchisees or affiliates operating as joint partnerships, and about 11% are franchised to McOpCo companies.

McDonald's restaurants offer the public a high standard of quality and uniformity in food, service, and decor. McDonald's restaurants are located in freestanding buildings, storefronts, food courts, and other locations that are appropriate to McDonald's image. A grant of a McDonald's franchise authorizes you to operate a McDonald's restaurant business at a specific location and to use the McDonald's System in the operation of that restaurant business for a specific period of time, usually 20 years. We also grant franchises for McDonald's restaurant businesses located in retail stores such as Walmart. We call these satellite ("Satellite") locations. McDonald's restaurants located in strip centers, airports, universities, shopping malls, hospitals, and other diverse locations may also be Satellites. Satellites may serve a scaled-down menu of a traditional McDonald's restaurant and, in some cases, will also serve non-McDonald's trademarked products. The term of the franchise for a Satellite depends on its location.

Some McDonald's restaurants that are located in fuel station/convenience store facilities are called small town oil ("STO") locations. STOs are full-menu restaurants that share building space with a convenience store and have a fuel station located outside of the building. At each STO, the fuel station/convenience store typically will be associated with a national or regional branded chain. Some McDonald's restaurants that anchor a small retail center in rural communities are called small town retail ("STR") locations. STOs and STRs are not Satellites. The term of the franchise for STOs and STRs is usually 10 years.

In certain limited cases, we may also grant franchises with leases that include the business facilities. We call these Business Facilities Lease ("BFL") franchises. A BFL is a special arrangement that we may offer when certain economic and other factors exist. The term of a BFL is usually 3 years. Under a BFL, you may have a conditional option to purchase certain restaurant assets after the first year and extend the franchise for up to 20 years after the beginning of the term. In this disclosure document, the word "restaurant" refers to each McDonald's restaurant business location generally, regardless of whether it is franchised as a traditional restaurant, Satellite, STO, STR, or BFL (unless otherwise provided).

All franchisees who operate a restaurant, whether a traditional, Satellite, STO, STR, or BFL location, will sign the applicable form of our standard franchise agreement attached as Exhibits B, C, and D (collectively “Franchise Agreement”).

In 1955, our predecessor, McDonald’s Corporation, began granting franchises to individuals for the operation of McDonald’s restaurants. In 1960, our predecessor began forming and granting franchises to McOpCo companies for the operation of McDonald’s restaurants. In 2004, our predecessor formed us as a subsidiary and in 2005, as part of a global company alignment, transferred to us a majority of the assets used in its U.S. business, including its interests in the McOpCo companies and the franchises for McDonald’s restaurants in the U.S. In 2007, restaurants in Puerto Rico and the Virgin Islands operated by McOpCo companies were sold to, and a master franchise to offer and sell franchises in Puerto Rico and the Virgin Islands was granted to, LatAm, LLC, a Delaware limited liability company, which is not an affiliate of McDonald’s.

In May 2010, our predecessor acquired the portion of the business and assets of Verety Software International LLC (VSI) and related entities that serve the McDonald’s System in the U.S. and other countries. Prior to the acquisition, VSI was the vendor of our proprietary point of sale (“POS”) platform known as NewPOS (the current version is NP6). Our predecessor formed a subsidiary, Restaurant Application Development International LLC (RDI), a Delaware limited liability company, to acquire the portion of the business and assets of VSI that served the McDonald’s System. RDI’s principal place of business is 1420 Kensington Road, Suite 106, Oak Brook, IL 60523.

As a franchisee, you should not have any expectation that the economic and demographic factors that exist at your McDonald’s restaurant location will remain constant. In addition, other McDonald’s restaurants (including those that we develop in the future) may have an effect on the sales of your McDonald’s restaurant, since customers typically patronize various McDonald’s restaurants depending on their travel patterns and other factors. You also will be competing with other restaurants, food service businesses and convenience stores that offer the same types of products that you do. These restaurants, food service businesses and convenience stores may be associated with national or regional chains (whether or not franchised) or may be local, single restaurant locations. You will compete with other restaurants, food service businesses and convenience stores that feature products different from those in a McDonald’s restaurant. In certain STOs, the fuel station/convenience store operators will have the right to sell fountain drinks and hot beverages in the convenience store located within the same building as the McDonald’s restaurant. Your products and services will be offered primarily to individual consumers for on-site or off-site consumption. The market for the products you will offer is developed in some areas and still developing in other areas, depending on the number of restaurants of this type operating in each particular area.

You will be required to comply with all local, state, and federal laws, including health and sanitation laws and menu-labeling requirements, that apply to restaurant operations. There are other laws that apply generally to all businesses, including, but not limited to, the Americans with Disabilities Act, and we encourage you to make further inquiries about these laws.

Item 2

Business Experience

All of the officers and directors listed below became employees of McDonald’s on January 1, 2005. However, all have long histories with our predecessor and the date they joined our predecessor is listed below.

<u>Title</u>	<u>Name</u>	<u>Start Date</u>
Director	Peter J. Bensen	June 30, 1996
Director	Gloria Santona	November 14, 1977
Director and President	Jeff Stratton	October 1, 1973
U.S. Executive Vice President – Chief Operations and Support Officer	James L. Johannesen	June 4, 1979

<u>Title</u>	<u>Name</u>	<u>Start Date</u>
U.S. Executive Vice President – Chief Brand and Strategy Officer	Kevin L. Newell	July 18, 2005
U.S. Senior Vice President – Chief Restaurant Officer	James Norberg	June 12, 1983
U.S. Division President – Central Division	Lee Renz	August 22, 1975
U.S. Division President – East Division	Rick Colon	September 26, 1994
U.S. Division President – West Division	Steven M. Plotkin	May 9, 1972
U.S. Senior Vice President – Restaurant Support Officer	James Collins	February 11, 1985
U.S. Senior Vice President – Restaurant Support Officer	Debbie Roberts	February 12, 1990
U.S. Senior Vice President – Restaurant Support Officer	Charles Robeson	August 6, 1976
U.S. Vice President – Global Franchising	John A. Kujawa	August 15, 1989
U.S. Vice President – Training, Learning & Development	Diana Thomas	June 15, 1979
U.S. Vice President – General Manager	Monica F. Boyles	June 15, 1987
U.S. Vice President – General Manager	Myra Doria	January 1, 1996
U.S. Vice President – General Manager	Karen Garcia	May 1, 1978
U.S. Vice President – General Manager	Roberto Garcia	June 29, 1994
U.S. Vice President – General Manager	William Garrett	September 16, 1980
U.S. Vice President – General Manager	Francisco Gonzalez	June 1, 2009 (1)
U.S. Vice President – General Manager	Mwaffak Kanjee	November 15, 1980
U.S. Vice President – General Manager	Steven Kerley	May 9, 1980
U.S. Vice President – General Manager	Walter Maney	July 2, 1982
U.S. Vice President – General Manager	Ofelia Melendrez-Kumpf	June 17, 1992
U.S. Vice President – General Manager	Mark Moreno	September 1, 2000
U.S. Vice President – General Manager	Bianca Olivas	September 15, 1978
U.S. Vice President – General Manager	Gino Potesta	March 7, 1980
U.S. Vice President – General Manager	Bettina Roberts	December 7, 1979
U.S. Vice President – General Manager	Shirley Rogers-Reece	October 1, 1981
U.S. Vice President – General Manager	Sharlene Smith	January 31, 1989
U.S. Vice President – General Manager	Debra Stroud	June 25, 1990
U.S. Vice President – General Manager	Cody Teets	July 1, 1993
U.S. Vice President – General Manager	William Tice	November 16, 1991
U.S. Vice President – General Manager	Jeff Wilfong	September 1, 1977
U.S. Vice President – General Manager	Alex Williams	August 27, 2007
U.S. Vice President – QSC	Jerry Angelotti	April 4, 1997
U.S. Vice President – QSC	Martha Ball	November 26, 1982
U.S. Vice President – QSC	Alvaro Bontá	October 20, 1991
U.S. Vice President – QSC	Yolanda Cook	August 16, 1981
U.S. Vice President – QSC	Gianfranco Cuneo	May 1, 2010 (2)
U.S. Vice President – QSC	Gregg Ereio	July 12, 1985
U.S. Vice President – QSC	Daniel Gehret	May 1, 1978
U.S. Vice President – QSC	Victoria Guster-Hines	June 1, 1987
U.S. Vice President – QSC	Darren Hall	September 25, 1985
U.S. Vice President – QSC	Gary Hensley	April 1, 1974
U.S. Vice President – QSC	Doug Jubic	June 1, 1980
U.S. Vice President – QSC	William McKernan	November 11, 1983
U.S. Vice President – QSC	Atila Noronha	May 24, 1991
U.S. Vice President – QSC	Marcos Quesada	August 1, 1986
U.S. Vice President – QSC	Joan Rachelson	July 16, 1980
U.S. Vice President – QSC	Mike Ray	December 16, 1985
U.S. Vice President – QSC	Scott Rockwell	April 1, 1988
U.S. Vice President – QSC	Jorge Salvat	July 1, 2010
U.S. Vice President – QSC	Sandra Shuler	October 16, 1980
U.S. Vice President – QSC	Harry Thomas, Jr.	February 23, 1985
U.S. Vice President – QSC	Remedios Velez-Valenzuela	January 16, 1984
Managing Director, Hawaii	Veronica Kaneko	April 4, 1980

- (1) Francisco Gonzalez has been a Vice President of McDonald's since June 2009. From August 2007 to June 2009, he was Managing Director of Mexico for Arcos Dorados, B.V., Buenos Aires, Argentina. From January 2006 to August 2007, he was Managing Director of McDonald's Mexico S.A. de C.V., Huixquilucan, Mexico. From January 2002 to January 2006, he held management positions with McDonald's Mexico S.A. de C.V. and Sistemas Central America S.A., Panama City, Panama.
- (2) Gianfranco Cuneo has been a Vice President of McDonald's since November 2012. From May 2010 to November 2012, he was a Director in our Accelerated Development Program. From October 2005 to May 2010, he was a Director of Operations for Lettuce Entertain You, Chicago, Illinois.

Item 3 Litigation

Pending Cases

AA&S Food Service Corp., et al. v. McDonald's Corporation, McDonald's Systems de Puerto Rico, Inc., Golden Arch Development Corporation, Inc., et al. (Case No. KAC07-0725 (603)). On January 29, 2007, the plaintiffs, franchisees of various McDonald's restaurants in Puerto Rico, filed a complaint against our predecessor, its Puerto Rican companies, and others in the Puerto Rico Court of First Instance, San Juan, Puerto Rico. In 2008, plaintiffs amended their complaint seeking a determination that the Puerto Rico franchise distribution law (Law 75) governs the franchise agreements and relationships between the parties and that the defendants have violated the provisions of Law 75, an injunction prohibiting the defendants from denying rewrites except for just cause and from opening new McDonald's restaurants or kiosks within 3 miles of plaintiffs' restaurants, damages of up to \$66,725,000, attorney's fees, and costs. In 2009 and 2010, plaintiffs further amended their complaint to, among other things, include us as a named defendant. In July 2011, the court ruled that Law 75 applies to the Puerto Rican franchises. In September 2012, the trial commenced and it continues on an intermittent schedule. The defendants intend to defend their interests vigorously in this case.

Physicians Committee for Responsible Medicine v. McDonald's Corporation, Burger King Corporation, TGI Friday's, Inc., Carlson Restaurants Worldwide, Inc., Applebee's International, Inc., Chick-Fil-A, Inc., Brinker International, Inc., and OSI Restaurant Partners, Inc. (Case No. 383722). On January 16, 2008, the plaintiff filed a complaint in the Superior Court of Los Angeles County, California, alleging violations under Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of California's Health and Safety Code. Plaintiff claims that a compound called 2-AMINO-1-METHYL-6-PHENYLIMIDAZO[4,5-b]PYRADINE ("PhIP") is created during the cooking process used by the defendants when making grilled chicken products, and that the defendants have violated Proposition 65 since 1995 by failing to provide consumers certain warnings about PhIP. The complaint seeks an injunction, a declaratory judgment that defendants must post specific warnings, civil penalties, attorneys' fees, and costs. In June 2009, the court granted the defendants' motion for summary judgment and dismissed the action in its entirety. The plaintiff appealed the court's order and in August 2010, the appellate court reversed the court's decision. In September 2012, the court dismissed the complaint against McDonald's without leave to amend. In November 2012, the plaintiff appealed the judge's ruling.

Syed Ali Husain and Khursheed Husain v. McDonald's Corporation, McDonald's USA, LLC, Mwaffak Kanjee, and Does 1-20 (Case No. CIV 09-6177). On December 8, 2009, the plaintiffs, franchisees, filed a complaint against our predecessor, Mwaffak Kanjee, and us in the Superior Court of California, Marin County, California. The complaint asserted that we refused to grant new term franchises for restaurants after entering into agreements to do so and alleged breach of contract, fraudulent and negligent misrepresentation, promissory estoppel, breach of the implied covenant of good faith and fair dealing, unjust enrichment, equitable estoppel, unfair business practices, and violation of the Unruh Act. The plaintiffs sought an order directing McDonald's to grant new 20-year franchise terms for 3 restaurants, compensatory damages, and costs. We and our predecessor filed a cross-complaint against the plaintiffs alleging that their rights to operate the 3 franchises expired, and seeking an order requiring the Husains to vacate the restaurants, compensatory damages, and attorneys' fees. In September 2012, after the trial had commenced, the court granted our motion for terminating sanctions, dismissed the plaintiffs' complaint and struck the plaintiffs' answer to our counterclaim. In September 2012, the plaintiffs

filed an appeal challenging the court's order and, in March 2013, the California Court of Appeal ordered the trial court to vacate its order striking the plaintiffs' complaint and answer to our counterclaim, and to issue an order denying terminating sanctions and setting the matter for a new trial. The defendants intend to vigorously defend their interests in this case.

George Vazakas and Stamar Monoprosopi E.P.E. v. McDonald's Hellas M.E.P.E. (Case No. 5283). On September 2, 2010, the plaintiffs, former franchisees of McDonald's restaurants in Greece, filed a complaint against our affiliate, McDonald's Hellas M.E.P.E., with the Hellenic Competition Commission (HCC) alleging infringement of Article 1 of the Greek Competition Act and Article 101 TFEU. The plaintiffs allege that our affiliate engaged in price fixing and violated competition rules by requiring franchisees to obtain food products from certain suppliers. In their complaint, the plaintiffs ask the HCC to take actions to require our affiliate to cease the alleged violations and to impose fines for such conduct, and seek a declaration that any requirement of franchisees to use certain suppliers is illegal under Greek law. Our affiliate intends to defend its interests vigorously in this case.

Michael Siegel, individually and on behalf of all others similarly situated v. McDonald's Corporation, The Marketing Store Worldwide, LLC, and DDB Chicago, Inc. (Case No. 11CH5519). On December 12, 2011, the plaintiff filed a lawsuit against our predecessor and others in the Circuit Court of Lake County, Illinois, alleging that our predecessor did not include certain information that is required under the Illinois Prizes and Gifts Act ("Act") on the game stamps used in McDonald's 2011 Monopoly promotion. The plaintiff seeks class certification, a finding that the defendants' conduct violates the Act, statutory damages, interest, attorneys' fees, and costs. In June 2012, the trial court granted our predecessor's motion to compel arbitration and the plaintiff appealed. In November 2012, the appellate court dismissed the appeal. Our predecessor intends to defend its interests vigorously in this case.

Jeffrey Schuyler v. Crawford Restaurant Group, LLC, Ralph Crawford d/b/a Ralph Crawford Enterprises and McDonald's Corporation (Case No. 5:13 -cv-00521-NAM-ATB). On June 25, 2013, the plaintiff, a former restaurant employee of a McDonald's franchisee, filed a lawsuit against our predecessor in the U.S. District Court for the Northern District of New York alleging wage and hour violations as a collective action under the Fair Labor Standards Act and a class action under New York State Wage Theft Protection Act. The plaintiff claims our predecessor is a joint employer with the McDonald's franchisee by allegedly mandating the use of a payroll computer system at the restaurants. The plaintiff seeks class certification, injunctive relief, monetary and punitive damages, interest, statutory penalties, attorneys' fees and costs. Our predecessor intends to defend its interests vigorously in this case.

Concluded Cases

Ronald Daley, Olsen-Daley Corporation d/b/a Maydale Co., R. Daley Corporation and Daley Foods of Cudahy, Inc. v. McDonald's Corporation d/b/a Delaware McDonald's Corporation, Jeffrey Schwartz and Does 1-50 (NC03300). On October 2, 2002, a franchisee filed a complaint against our predecessor in the Superior Court of Los Angeles County, California, alleging that our predecessor made intentional and negligent misrepresentations, breached its contracts with plaintiffs, breached the implied covenant of good faith and fair dealing, interfered with prospective business advantages, violated the California Franchise Investment Law and the California Franchise Relations Act, and engaged in unfair business practices. Daley sought compensatory damages and unspecified exemplary damages, attorneys' fees and costs. As of July 10, 2003, the parties settled this matter by agreeing that our predecessor would contribute up to \$50,000 (if Daley contributed \$30,000) for local store marketing at 1 of his franchised restaurants, permit Daley's son to acquire 1 of his franchises if certain conditions were met, and adjust rent at 1 restaurant location. The parties also exchanged mutual releases and agreed to certain other conditions regarding ongoing operations.

Simon Marketing, Inc. and Simon Worldwide, Inc. v. McDonald's Corporation and Does 1 through 100, Inclusive (Case No. BC260348). On October 23, 2001, Simon Marketing, Inc., and Simon Worldwide, Inc., filed a complaint against our predecessor and various unnamed defendants in the Superior Court of Los Angeles County, California. The complaint alleged that our predecessor's public statements regarding the Justice Department's investigation of allegations that a Simon Marketing employee compromised the integrity of the promotional games offered to McDonald's customers constituted fraud, breach of contract, breach of a licensing agreement,

defamation, interference with existing and potential contractual and business relationships, and unfair competition. The plaintiffs sought actual damages exceeding \$500 million, special damages, punitive damages, costs, and attorneys' fees. On July 31, 2003, our predecessor and other entities entered into a joint settlement with Simon to conclude all litigation among them. The settlement was conditioned upon Simon's insurance carriers' entirely funding the \$15 million in prizes and the implementation costs of the prize giveaway used to settle the consumer class action lawsuits relating to McDonald's promotional games, as well as court approval. The parties exchanged worldwide releases for all claims in all countries. Our predecessor further agreed to assign its claims against Simon to Simon, so that Simon could pursue any remaining proceeds from its insurance carriers. Finally, our predecessor, through its insurance carriers, agreed to pay \$4.75 million to Simon as part of the settlement.

Dadina Srl vs. McDonald's Development Italy, Inc. (Case No. 9487/03). On February 6, 2003, a licensee in Italy, through his operating company, filed a complaint against our affiliate in the Court of Milan, Italy. Dadina brought claims for breach of contract, misrepresentation and illegal contract provisions due to sales projections that our affiliate allegedly provided. The plaintiff sought 250,000 Euros in compensatory damages and a declaration to nullify the franchise agreement or, alternatively, for the application of a lower rent. On August 28, 2003, our affiliate and Zocca signed a settlement agreement, under which our affiliate forgave 269,000 Euros of receivables and expenses and relieved him of his rent for 2003.

Gemar 2000 Srl vs. McDonald's Development Italy, Inc. (Case No. 9486/03). On February 6, 2003, a licensee in Italy, through his operating company, filed a complaint against our affiliate in the Court of Milan, Italy. Gemar brought claims for breach of contract and illegal contract provisions due to sales projections that our affiliate allegedly provided. The plaintiff sought 280,000 Euros in compensatory damages and a declaration to nullify the franchise agreement or, alternatively, for the application of a lower rent. On September 1, 2003, our affiliate and Radicchi signed a settlement agreement, under which our affiliate forgave 215,000 Euros of receivables and expenses and restructured his rents until 2006.

Maria Sá Carneiro – Restauracao Rapida, Lda. v. Sistemas McDonald's Portugal, Lda. (Case No. 157/2002 – civil court of Lisbon – 5th court). On November 8, 2002, our affiliate, received notice that Maria Sá Carneiro, franchisee in Portugal, had filed a complaint against it in the Court of Lisbon. The complaint included claims for breach of contract and bad faith, and the plaintiff also claimed that the franchise agreement violated certain provisions of the Treaty of Rome and was not covered by the European Anti-Trust Block Exemption Regulations. The plaintiff sought to have the franchise agreement declared null and void and further sought compensatory damages and clientele (goodwill) compensation in the amount of 1,103,879 Euros. The parties settled the action on July 31, 2003, when our affiliate bought the plaintiff's restaurant for 550,000 Euros. On September 26, 2003, the Court of Lisbon approved the agreement between the parties and dismissed the case.

Palumbo & Associates, LLC v. Golden Arch of California, Inc. and McDonald's Corporation (Case No. GIC 792517). On July 18, 2002, Palumbo served our predecessor and Golden Arch of California, Inc., an affiliate, with a complaint filed in the Superior Court for the State of California, County of San Diego. On February 2, 1996, Palumbo and Golden Arch created the Palumbo Enterprises Partnership ("Partnership"), which owned and operated 33 McDonald's restaurants. The complaint included claims for tortious interference with contractual relations, breach of the partnership agreement, and breach of the franchise agreements. The complaint sought declaratory relief, compensatory damages in an unspecified amount, punitive damages, attorneys' fees, costs and interest. Golden Arch then filed a cross-complaint against Palumbo and its principals for breach of contract, breach of written guaranty, breach of fiduciary duty, conversion, declaratory relief, an accounting, and a preliminary and permanent injunction. The cross-complaint alleged that the cross-defendants misappropriated at least \$1,455,017 from the Partnership exceeding the compensation that the partnership agreement permitted. On February 7, 2003, Golden Arch filed its amended cross-complaint to add a claim for dissolution of the Partnership. On August 29, 2003, the parties signed a settlement agreement and a partnership dissolution agreement. Pursuant to those agreements, the Partnership assets were valued at \$16 million and distributed to the partners according to their proportional interests in the Partnership, after being adjusted to give Golden Arch an additional distribution of \$1,592,862 and Palumbo an additional distribution of \$100,000. Following dissolution of the Partnership on September 30, 2003, Philip J. Palumbo, Jr. and Jamie C. Straza remained franchisees, with each operating 7 restaurants.

Leadership Systems, Inc., Robert Foster and Lisa Foster v. McDonald's Corporation, Jerry Hicks, Amheath, Inc. and John and Jane Does 1-10 (Case No. CV-2003-1883-OC). On April 23, 2003, the Fosters and their company ("Leadership") filed a complaint against our predecessor, Jerry Hicks, and his operating company ("Amheath"), in the District Court of Bannock County, Idaho. The plaintiffs tried to sell 2 restaurants in Pocatello, Idaho, and 1 restaurant in Chubbuck, Idaho, to Jerry Hicks and Amheath. The complaint included claims against our predecessor for breach of contract, tortious interference with prospective business advantage, conspiracy to tortiously interfere with prospective business advantage, and breach of the implied duty of good faith contract performance in connection with the abandoned sale. The plaintiffs sought an unspecified amount of damages, reasonable attorneys' fees, costs and interest. On June 27, 2003, Leadership prohibited our predecessor's representatives from inspecting 1 of its restaurants and notified our predecessor that it would not allow future unannounced inspections of its 3 restaurants. On July 3, 2003, our predecessor filed a complaint against Leadership in the Federal District Court for the District of Idaho asserting a claim of trademark infringement and material breach of license agreements and seeking injunctive relief directing Leadership to permit our predecessor to inspect the restaurants at all reasonable times. McDonald's Corporation v. Leadership Systems, Inc. (Case No. 03-0283-E-BLW). On July 18, 2003, the Federal District Court granted our predecessor's motion for a preliminary injunction and entered a memorandum decision and order enjoining Leadership from blocking or preventing in any manner inspections conducted by our predecessor at all reasonable times, announced or unannounced. The parties settled the dispute on October 31, 2003, when our predecessor acquired the plaintiffs' restaurants for \$2,350,000.

Dama Srl vs. McDonald's Development Italy, Inc. (Case No. 11827/02). On October 18, 2002, a licensee in Italy, through his operating company, filed a complaint against our affiliate at the Court of Bologna, Italy. The complaint included claims for breach of contract, bad faith and unfair competition and sought 1.25 million Euros in compensatory damages. On February 12, 2003, our affiliate filed its reply to the plaintiff's claims and a counterclaim for 307,000 Euros plus interest and legal expenses for unpaid rent and royalties. On December 29, 2003, our affiliate and Dama signed a settlement agreement, pursuant to which Dama agreed to dismiss this lawsuit and grant our affiliate a general release. In exchange, our affiliate forgave 450,000 Euros of receivables and expenses and restructured rents until 2006.

McDonald's Corporation v. Kristina Denise Enterprises, Inc. and Lynn Robinson (Case No. 99 Civ. 1584). On March 19, 1999, our predecessor sued Lynn Robinson, a franchisee, and her operating company in the Federal District Court for the Eastern District of New York. Our predecessor terminated Robinson's franchise for breach of the franchise agreement, including the failure to pay amounts owed. Our predecessor's suit sought to enforce its rights in connection with the termination of Robinson's franchise, and included claims for injunctive relief and damages, together with costs and attorneys' fees. On May 14, 1999, the court granted our predecessor's motion for preliminary injunction, ordering, among other relief, that Robinson return possession of the restaurant and stop using the McDonald's trademarks and other intellectual property. Robinson filed a second amended counterclaim on January 10, 2000. That counterclaim alleged that our predecessor's actions in her purchase and operation of 1 restaurant, and her earlier operation and sale of 2 other restaurants, constituted breach of the franchise agreement, tortious interference, wrongful termination of the franchise agreement, unjust enrichment, fraud, conversion, and a violation of 18 U.S.C. Section 1961, the Illinois Franchise Disclosure Act, New York General Business Law Section 687, and 42 U.S.C. Sections 1981 and 1982. It appeared that Robinson was seeking \$250 million in compensatory damages and unspecified punitive damages. In April 2004, the parties settled their disputes and our predecessor paid Robinson \$100,000. In exchange, our predecessor obtained a judgment against Kristina Denise Enterprises for more than \$1.1 million, the franchise termination was affirmed, and our predecessor retained all property associated with the restaurant.

Daniel L. Formica v. McDonald's Corporation (Case No. 04-CV-0345). On March 29, 2004, a franchisee filed a complaint against our predecessor in the Federal District Court for the Northern District of New York alleging violation of the New York Consumer Protection Act. The complaint described Formica's experience as a franchisee, the financial difficulties he experienced, the circumstances surrounding his decision to rebuild 1 of the restaurants he operated, and our predecessor's decision not to award additional restaurants to him. On January 27, 2005, the parties agreed to settle the lawsuit. McDonald's paid \$659,302 to Formica's creditors, and Formica's franchises were terminated.

Abdul Ali Al'Amin, Lawrence Richardson, Dukhan Iqraa Jihad Mumin and William Rogers, Jr. v. McDonald's Corporation (Case No. 8:01CV385), filed June 8, 2001, in the District Court of Douglas County, Nebraska; Kenneth A. Hinton v. McDonald's Corporation (Civil Action No. AW-2001-1400), filed May 14, 2001, in the Federal District Court for the District of Maryland; Jack L. Chacanaca, Dovie D. Chacanaca and Jack L. Chacanaca II v. McDonald's Corporation (Case No. F025699 RECDLB), filed in the Superior Court of Kern County, California, and served May 14, 2002; Bobby Brown v. McDonald's Corporation (Case No. 03CV0928-N), filed May 5, 2003, in the Federal District Court for the Northern District of Texas; Bobby Brown v. Ronald McDonald's Corporation (Case No. 03CV1978-L), filed September 2, 2003, in the Federal District Court for the Northern District of Texas; Sat Bansal, Bhagubhai K. Patel and Pushker Raj v. McDonald's Corporation, McDonald's Restaurants of Texas, Inc. and Haljohn Holdings, Inc., now Pushker Raj, Viswanathan Ramamurthy and Atul Badwal v. McDonald's Corporation, McDonald's Restaurants of Texas, Inc. and Haljohn Holdings, Inc. (Case No. GN101758), filed June 8, 2001, in the District Court of Travis County, Texas; Glenn D. Shackelford v. John/Jane Doe, et al. (Case No. 04CV-0043M), filed January 9, 2004, in the Federal District Court for the Northern District of Texas; Brij M. Sharma, Charanjit Singh and Lisa M. Bertini v. McDonald's Corporation, McDonald's Restaurants of Washington, Inc. and Does 1 through 100 (Case No. 01-2-12267-3SEA), filed May 1, 2001, in the Superior Court of King County, Washington (putative class action, consolidated with Block); Vandana Makker, Baja M. Krishna and Sunil Khemaney v. McDonald's Corporation, McDonald's Restaurants of California, Inc. and Does 1 through 100 (Case No. 841162-4), filed May 10, 2001, in the Superior Court of Alameda County, California (putative class action, consolidated with Block); Penelope Baim Block v. McDonald's Corporation (Case No. 01CH 09137), filed June 4, 2001, in the Circuit Court of Cook County, Illinois (putative class action); and Jeffrey I. Zimmerman v. McDonald's Corporation (Civil Action No. 4057 01), filed June 27, 2001, in the Superior Court of Camden County, New Jersey (putative class action, consolidated with Block).

Since May 2001, various consumers and others brought actions against our predecessor asserting that they believed McDonald's French fries were vegetarian when the French fries contained beef flavoring. Some plaintiffs claim to represent a class of similarly situated consumers, like persons of the Hindu faith, vegetarians, and persons who do not eat meat for religious, ethical, health or other reasons. These actions assert claims for fraud, fraudulent concealment, fraudulent inducement, unjust enrichment, unfair competition, and misrepresentation; violations of various state consumer fraud acts, consumer protection acts, unfair competition laws, deceptive and unfair trade practices acts, and related common law claims; violations of federal and state constitutional rights; and intentional and negligent infliction of emotional distress and mental anguish. Some claims allege personal injuries and others seek purely financial relief. The plaintiffs in these actions generally seek unspecified damages, although some allege damages of up to approximately \$200 million, and many plaintiffs also seek punitive damages, treble damages, disgorgement of the profits and return of the monies paid for the French fries, restitution, injunctive relief (including requiring additional disclosures concerning beef flavoring on the McDonald's website), and recovery of attorneys' fees, costs, and interest.

The applicable trial courts dismissed the Al'Amin case on October 17, 2001, the Hinton case on June 27, 2002, the Brown cases in February 2004, and the Shackelford case on May 17, 2004. Our predecessor settled the Chacanaca case in July 2003 by paying the plaintiffs a total of \$2,000 and the Bansal case in January 2004 by paying plaintiffs a total of \$1,700. Our predecessor consolidated some of the remaining cases with the Block case pending in the Circuit Court of Cook County, Illinois. On October 30, 2002, that court approved a settlement under which our predecessor agreed to: (a) donate \$10 million to Hindu, vegetarian and other charitable organizations; (b) pay the plaintiffs' attorneys' fees of \$2.1 million; (c) issue an apology; (d) establish an advisory board to make recommendations on marketing to individuals who follow vegetarian dietary restrictions; and (e) reaffirm its commitment to the enhanced nutritional disclosures that it adopted in August 2001. In May 2003, the court entered a final order deciding how to distribute the settlement funds. In April 2005, the Illinois Court of Appeals affirmed the trial court and rejected all appeals.

Motmanco, Inc., Fryguys, LLC, and Motwest, LLC v. McDonald's Corporation (Case No. 3:04-CV-270-J-99HTS). On April 14, 2004, a franchisee served our predecessor with a complaint filed in the Federal District Court for the Middle District of Florida. The complaint alleged that in 2002, our predecessor adopted a Re-Imaging and Incentive Plan, under which it agreed to pay for certain remodeling expenses at franchised restaurants under certain conditions. The complaint alleged that plaintiffs satisfied all the conditions, but our predecessor abandoned the plan and denied plaintiffs participation. In addition, the complaint alleged that after

Motley complained about the plan, our predecessor denied plaintiffs rewrite and unfairly graded plaintiffs' restaurants. The complaint made claims based on estoppel, a violation of the Florida Unfair and Deceptive Practices Act, negligent misrepresentation, breach of contract and the implied covenant of good faith and fair dealing. Plaintiffs sought unspecified damages, attorney's fees, interest and costs. In May 2004, our predecessor filed a motion to dismiss the case. On July 14, 2005, the parties agreed to settle the case. McDonald's agreed to buy all 20 of plaintiffs' franchises and restaurant assets for approximately \$35 million, and the parties agreed to dismiss all claims and exchange mutual releases.

Fooditalia S.p.A. N.I.T.A. srl. SO.GE.RI. - Societa Gestione Ristorante srl. C.I.A. - Centro Italiano Alimentare srl. and Mr. Jacques Bahbout v. McDonald's Corporation and McDonald's Development Italy Inc., (formerly McDonald's Franchising and Operations Company), both Delaware corporations (Case No. - 15469/97). On March 20, 1997, a developmental licensee filed a complaint against our predecessor and an affiliate in the First Section of the Civil Court in Rome, Italy, alleging claims for breach of contract and unfair competition and sought unquantified compensatory damages. On November 28, 1997, the defendants filed a defense to the licensees' claims and a counterclaim for breach of contract. On May 22, 2003, the Court of Rome rejected all Bahbout's claims and the defendants' counterclaims. The judge additionally ordered Bahbout to refund legal expenses to the defendants of 55,000 euros. On December 28, 2005, the parties settled the case. McDonald's purchased the plaintiff operating companies, which operated restaurants and a distribution center, for approximately 21 million euros; and the parties agreed to dismiss all claims and exchanged mutual releases.

BanTransFats.com, Inc. vs. McDonald's Corporation (Case No. 034828); and Katherine D. Fettke vs. McDonald's Corporation (Case No. 044109). On January 9, 2004, BanTransFats.com filed an amended complaint against our predecessor in the Superior Court of the State of California, County of Marin, claiming that our predecessor failed to implement the change to its cooking oils that it publicly announced in September 2002, and that it failed to adequately publicize its failure to make the change. The suit, brought under Section 17200 of the California Business and Professions Code, sought a court order requiring our predecessor to: 1) effectively inform the public that it failed to change the new cooking oil as announced and promised in September 2002; 2) post prominent notices in its restaurants that it failed to make the change; 3) implement and complete the change to the new cooking oil; and 4) pay reasonable attorneys' fees. In April 2004, the court denied the plaintiff's motion for a preliminary injunction.

On December 29, 2004, Katherine D. Fettke, in the Superior Court of the State of California, County of Marin, filed an amended complaint seeking class action status on behalf of individuals who purchased or consumed certain fried foods from McDonald's restaurants. This plaintiff's allegations were substantially the same as those in the BanTransFats.com case. This plaintiff asserted claims under the consumer protection laws or statutes of all 50 states, along with claims for fraud, breach of contract, negligence, breach of warranty, strict product liability, and battery.

Our predecessor denied all of the plaintiffs' claims in both cases. To resolve the matter, our predecessor agreed to settle both cases by agreeing to: 1) donate \$7 million to the American Heart Association to be used exclusively for programs related to trans fatty acids; 2) spend at least \$1.5 million notifying its customers about the delay in changing the cooking oil; and 3) pay legal fees, costs and expenses of plaintiffs' counsel up to \$2 million. On February 9, 2005, the court preliminarily approved the settlement. On August 24, 2005, the court granted final approval of the settlement. On October 20 and 21, 2005, 2 parties who objected to the approval of the settlement filed appeals with the California Court of Appeals. On March 14, 2006, the appeals were dismissed and the settlement became final.

Antal, Inc., Nicholas L. Antal and Mary Dianna Antal, Husband and Wife v. McDonald's Corporation and McDonald's Restaurants of Oklahoma, Inc. (Case No. CIV-0401441). On September 24, 2004, former franchisees filed a petition in the District Court of Oklahoma County, Oklahoma, commencing Case No. CJ-2004-7891. Our predecessor filed a notice of removal on October 27, 2004, removing the case to the Federal District Court for the Western District of Oklahoma. The case was remanded back to state court in February 2005. The petition alleged that the defendants issued "false field inspections" and "false re-investment schedules" and threatened to default the plaintiffs if they did not sell their franchises, which forced plaintiffs to sell their franchises at less than their value and to forego future profits. The petition contained counts labeled "Bad Faith Breach of Contract" and "Fraud and Coercion" and sought compensatory and punitive damages, costs and

attorneys' fees. In June 2006, our predecessor settled this litigation by agreeing to pay \$300,000 to the plaintiffs in exchange for general releases.

Sandra Darling and Darling Management Corporation v. McDonald's Corporation, Dean L. Hecker, Robert Rodriguez, Elizabeth A. Tatman, Howard & Tatman and Does Conspirators 1-10 and Does General 11-25 (Case No. KC 035084). On February 9, 2001, a former franchisee filed an action in the Superior Court of Los Angeles County, California, against our predecessor, 2 of its former employees and Darling's former accountants. The complaint included claims for conspiracy to defraud and convert funds, breach of an implied covenant of good faith contract performance, and violation of the California Unfair Competition Law in connection with our predecessor's inspections of Darling's restaurants, our predecessor's decisions concerning new restaurant openings, and Darling's sale of her restaurants to a third party. Our predecessor denied the allegations and filed a counterclaim. Upon learning that Darling had filed bankruptcy, our predecessor removed this case to the United States Bankruptcy Court for the Central District of California, which approved the sale of the litigation to a third party and remanded the matter to the Superior Court. On April 29, 2003, a jury awarded the plaintiff compensatory and punitive damages. In January 2006, the California appellate court reversed the judgment and ordered a new trial on compensatory damages alone. In February 2007, the case was settled. Our predecessor paid \$4.6 million, and the parties exchanged mutual releases.

Bob Johnson and Tykasa, Inc. v. McDonald's Corporation (Case No. CV05-5810 JFW (AJWx)). On August 10, 2005, a franchisee filed a complaint against our predecessor in the Federal District Court for the Central District of California alleging that our predecessor charged excessive rent at 2 of plaintiffs' restaurants and breached a promise to pay certain remodeling costs. The complaint made claims for breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, fraud, and unfair and deceptive trade practices. Plaintiffs sought a declaratory judgment, unspecified damages, attorneys' fees and costs. The case was settled in February 2007. Our predecessor agreed to purchase 2 of the plaintiffs' restaurants for about \$4.35 million (of which \$2 million is guaranteed) and to sell 2 other restaurants to Johnson for about \$1.5 million, contingent on government approval. The purchase and sale prices may change depending on whether additional real estate tenure is obtained and when the transactions close. The parties also exchanged mutual releases.

Greg Currie v. McDonald's Restaurants of Canada Limited, McDonald's Corporation, and Simon Marketing, Inc. (Case No. 02-CV-238276CMI). On October 28, 2002, the plaintiff filed a complaint in the Superior Court of Justice in Toronto, Ontario, Canada, challenging the integrity of the random seeding process that Simon Marketing used in McDonald's promotional games, alleging that the process was compromised by a Simon Marketing employee. The plaintiff claimed to represent a class of consumers who purchased food and otherwise participated in the promotions. The plaintiff alleged violations of the Canadian Competition Act, deceit, breach of contract, and negligence and sought compensatory and punitive damages and disgorgement of profits. On May 10, 2007, the parties entered into a Settlement Agreement, pursuant to which McDonald's agreed to make available one \$1 million prize in a promotional game in Canada before the end of 2009. The prize was awarded in 2008 and the lawsuit has been dismissed.

James W. Garrett, Bonita L. Garrett, the James W. Garrett Trust and the Bonita L. Garrett Trust v. McDonald's Corporation, Bernie Schaefer, Sarah Zenger, John Does I-V, Jane Does I-V, Corporation I-V (Case No. C20046486). On December 1, 2004, plaintiffs filed a complaint in the Superior Court for the State of Arizona, County of Pima, alleging that in 2000 our predecessor decided to rewrite 1 of plaintiffs' franchises without disclosing that it had decided not to rewrite plaintiffs' 2 remaining franchises, which were not scheduled to be considered for rewrite until 2004. Plaintiffs asserted claims for tortious breach of an implied covenant of good faith and fair dealing, negligent misrepresentation, fraud by concealment/deceit, and fraud by misrepresentation. Plaintiffs further asserted claims against Schaefer and Zenger for breach of fiduciary duty/constructive fraud and aiding and abetting the commission of a tort. Plaintiffs sought unspecified compensatory and punitive damages, costs, and interest. Our predecessor, Schaefer, and Zenger removed this case to the Federal District Court for the District of Arizona, and in March 2006, the court granted Schaefer's and Zenger's motion to dismiss. In December 2007, the parties settled the case when the plaintiffs sold their franchise to one of our affiliates for \$1,975,000.

Council for Education and Research on Toxics v. McDonald's Corporation and Burger King (Case No. BC280980); and People v. Frito-Lay, Inc., Pepsico, Inc., J.J. Heinz, Inc., Kettle Foods, Inc., KFC Corporation, Lance, Inc., The Procter & Gamble Distributing Company, The Procter & Gamble Manufacturing Company,

Wendy's International, Inc., McDonald's Corporation and Burger King (Case No. BC338956). On September 5, 2002, the Council for Education and Research on Toxics ("CERT") filed a complaint against our predecessor and Burger King in the Superior Court for Los Angeles County, California, alleging that French fries contained acrylamide, and that our predecessor and Burger King had a duty since January 1, 1990, to "warn their customers that their French fries contain a chemical known by the State of California to cause cancer." CERT claimed that our predecessor and Burger King violated Proposition 65 and the California Unfair Competition Act. The complaint sought an injunction, product warnings, civil penalties, attorneys' fees, and costs. On August 26, 2005, the California Attorney General filed suit against all the defendants in the CERT case, and others, in the Superior Court for Los Angeles County, California, alleging that all the defendants' products contained acrylamide, and that their failure to warn violated Proposition 65 and the California Unfair Competition Act. The complaint sought injunctive relief requiring warnings, civil penalties, and costs. On November 13, 2007, the action filed by the California Attorney General was settled by our predecessor paying \$666,000 in civil penalties and \$275,000 in attorneys' fees and agreeing to post a warning in all McDonald's restaurants in California. On March 7, 2008, our predecessor settled the CERT case by paying \$1.4 million to fully resolve all claims.

H. Keith Melton, Mark M. Watson, and Melton Management, Inc. v. Charles Robeson and McDonald's USA, LLC (Case No. 50 2008 CA040438). On December 23, 2008, franchisees and their operating company filed a complaint against Charles Robeson and us in the Circuit Court of Palm Beach County, Florida. The action was filed in response to a lawsuit we filed against the plaintiffs, McDonald's USA, LLC v. Melton Management, Inc. H. Keith Melton, and Mark Watson (Case No. 8:08-cv-2303-T17TBM), on November 18, 2008, in the Federal District Court for the Middle District of Florida. In addition to the state court action, the plaintiffs filed a motion to dismiss and stay proceedings in our federal action. The state court complaint asserted claims for fraud, negligent misrepresentation, and tortious interference with prospective business advantage. The plaintiffs sought unspecified monetary damages, attorney's fees, costs, and interest. The parties settled this litigation on December 30, 2009, with our purchasing 7 of Melton's franchises and settling all claims for \$10,330,844, plus other terms including offering Watson 1 of the purchased franchises for \$320,000. The parties also exchanged mutual releases.

Primer Hispania, S.L. v. McDonald's Sistemas de España, Inc., Sucursal en España (MSE) (Case No. 41/2012). On January 9, 2012, a franchisee in Spain, through his operating entity, filed a complaint against our affiliate, MSE, in the Commercial Court No. 10 of Madrid alleging violations of the Unfair/Disloyal Competition and Defense of the Competition laws for unequal treatment. The plaintiff sought an order that would have required our affiliate to cease the alleged violations and provide rent reductions and money damages. On January 25, 2013, the parties settled this litigation. The franchisee agreed to terminate his franchise and sell us the restaurant equipment for 420,000 Euros, and the parties exchanged mutual releases.

Ahmed Ahmed, individually and on behalf of all similarly situated persons v. McDonald's Corporation, Finley's Management Co. D/B/A McDonald's #11663 (Case No. 11-014559-CZ). On November 23, 2011, the plaintiff filed a lawsuit against our predecessor and our franchisee in the Circuit Court of Wayne County, Michigan, alleging the defendants violated the Michigan consumer protection act by falsely advertising that certain chicken products sold at a Michigan restaurant conformed to Muslim dietary laws. On April 17, 2013, our predecessor agreed to settle the case by paying \$700,000 in damages, \$25,000 of which went to the plaintiff and the rest to community groups and to attorneys' fees.

Collection or Related Actions Filed in 2012 Against Franchisees

McDonald's Sistemas de España, Inc., Sucursal en España v. Chris O'Neill (Case No. 646/2012), filed on April 27, 2012, in the Civil Court 7 (1st Instance) in Madrid, Spain.

McDonald's Development Italy, Inc. v. Gerfer spa (Case No. RG 33417/2012), filed on May 11, 2012, in the Court of Milan, Italy.

McDonald's Sistemas de España, Inc., Sucursal en España v. Patricio Rios (Case No. 1799/2012), filed on December 7, 2012, in the Civil Court 84 (1st Instance) in Madrid, Spain.

McDonald's Sistemas de España, Inc., Sucursal en España v. Jesus Vilaboa (Case No. 3882/2012), filed on December 28, 2012, in the Criminal Court No. 2 in Madrid, Spain.

Occasionally, disputes arise with our franchisees. If a dispute cannot be resolved through our internal processes such as appealing to higher level individuals (our "open door policy") or our formal Ombudsman process, then as a matter of common practice (not required by the Franchise Agreement) we will often agree to use mediation. Even though we follow these practices, occasionally lawsuits alleging the same or similar allegations to those listed in this Item 3 have been brought against us or our predecessor and could be brought against us in the future.

Other than these actions, no litigation is required to be disclosed in this Item.

Item 4 Bankruptcy

No person previously identified in Item 1 and no officer identified in Item 2 of this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code, or foreign bankruptcy laws, required to be disclosed in this Item.

Item 5 Initial Fees

All franchisees pay a \$45,000 lump sum initial franchise fee on the opening of the restaurant, except for: (a) the McOpCo companies, which do not pay any initial franchise fee; (b) franchisees of locations having 10 years or less of real estate tenure will pay a prorated initial franchise fee based on the term of the franchise; (c) franchisees who rebuild or relocate their restaurants will pay the initial franchise fee less a credit for a portion of the previously paid initial franchise fee, on the earlier of the first of the month after the seventh year after the opening of the rebuilt or relocated restaurant, or the end of the previous franchise term (see Item 7, note 1); (d) franchisees of Satellite locations, who are required to pay a \$500 initial franchise fee upon opening of the Satellite (except franchisees of Walmart locations, who pay no initial franchise fee) and an annual fee (see Item 6); (e) franchisees of STO and STR locations pay a \$22,500 lump sum initial franchise fee; and (f) franchisees who have an option to purchase assets under a BFL pay the \$45,000 initial franchise fee when they exercise the option. The entire initial franchise fee will be refunded if the restaurant construction is not completed within 1 year of the date the Franchise Agreement is signed. There are no refunds under other circumstances.

Item 6 Other Fees

OTHER FEES

Type of fee	Amount	Due Date	Remarks
Service Fee (1)	4% of Gross Sales (2)	Payable monthly on the 10th day of the next month.	"Gross Sales" include all revenues from your sales based upon all business conducted at or from the restaurant, but exclude sales or use tax.

Type of fee	Amount	Due Date	Remarks
Rent (1)	Varies (3)(4)	<p>Base Rent: Payable on the 1st day of the month.</p> <p>Pass Thru Rent, if applicable: Payable on the 1st day of the month.</p> <p>Percentage Rent: Payable monthly on the 10th day of the next month.</p>	Where we lease the land and/or building, we will pass thru any rent escalations which occur throughout the lease term as pass thru rent.
Advertising and Promotion (5)	Not less than 4% of Gross Sales	Spent during each calendar year.	Most franchisees participate in local advertising cooperatives and the national advertising fund ("OPNAD"). The contribution rates are established by the franchisees and, depending upon then-current advertising costs and needs, may or may not exceed the required 4% of Gross Sales. "Grand Opening" promotions are strongly recommended.
Audit/Inspection Fee (1)	Cost of audit	Immediately upon billing.	Payable only if audit/inspection fee shows an understatement of at least 2% of Gross Sales.
Satellite Annual Fee (1)	\$500 to \$2,500	On each anniversary of opening or on a fixed date annually.	
Satellite Rent (1)	Varies (6)	Payable monthly on the 10th day of the next month.	
STO and STR Rent (1)	Varies (3)(7)	Same as Base and Percentage Rent above.	
BFL Rent (1)	Varies (3)(8)	Same as Rent above.	
Relocation Contribution (1)(9)	\$50,000	On opening of the relocated restaurant.	
POS Releases Fee (1)	<p>\$1,000 integration fee (one-time fee)(10)</p> <p>\$200 annual integration fee</p>	<p>Payable annually by check (August) or drafted semiannually (August/November).</p>	You pay the annual fee to us for the integration of your store system platform.
Restaurant File Maintenance (RFM) Fee (1)	\$150	Payable annually by check (August) or drafted semiannually (August/November).	You pay this fee to us for the annual maintenance of RFM.
R2D2 Software Maintenance Fee (1)	\$125	Payable annually by check (August) or drafted semiannually (August/November).	You pay this fee to us for the use of our restaurant data diagnostic system. See Item 11.
NewPOS Software Fee (1)	<p>\$1,600 license fee (one-time fee)(10)</p> <p>\$400 annual software maintenance fee</p>	<p>Payable annually by check (August) or drafted semiannually (August/November).</p>	You pay the annual software maintenance fee to us and we remit payment to RDI, our affiliate, which owns the portion of the VSI business that serves the McDonald's System. See Item 1.

Type of fee	Amount	Due Date	Remarks
Next Gen Cashless Fee (1)(11)(12)	\$216 license fee (one-time fee) \$154 annual maintenance fee	Payable annually by check (August) or drafted semiannually (August/November).	You pay these fees to us and we remit payment to a third-party vendor.
Microsoft Subscription License (1)(12)	\$449	Payable annually by check (August) or drafted semiannually (August/November).	You pay this fee to us and we remit payment to Microsoft.
Restaurant System Management (RSM) (1)(12)	\$250	Payable annually by check (August) or drafted semiannually (August/November).	You pay this fee to us for the annual maintenance of RSM.
Restaurant Integrated Data Movement (RIDM) Fee (1)(12)	\$75	Payable annually by check (August) or drafted semiannually (August/November).	You pay this fee to us for the annual maintenance of RIDM.
e*Restaurant Fee (1)(12)	\$54	Payable annually by check (August) or drafted semiannually (August/November).	You pay this fee to us for the annual maintenance of, and enhancements for, this integrated back office suite of products.
Identity Management Fee (1)(12)	\$75	Payable annually by check (August) or drafted semiannually (August/November).	You pay this fee to us for the annual support and maintenance of restaurant crew identity security management software.
Store Mail (email accounts) Fee	\$79.80	Payable annually within 30 days of billing.	You pay this fee to us for annual email account support for using the us.stores.mcd.com domain.
Technology Fee	\$1,200 annual fee (We will fund \$600 of the \$1,200 annual fee in 2013.)	Payable annually by check (August) or drafted in November.	You pay this fee for restaurant technology solutions, innovations and support (not capital costs) funded by us.

(1) All fees are imposed and collected by and payable to McDonald's. All fees are non-refundable and uniform. We will automatically draft rent and service fees from your bank account according to the terms of the Franchise Agreement. We also may draft miscellaneous receivables that you owe us, provided you confirm the amount of each draft.

(2) 4.5% of Gross Sales in Alaska, Hawaii, Guam, and the Northern Mariana Islands.

(3) The following is the rent structure for new restaurants:

Fixed Percentage Rent with Monthly Base Rent and Pass Thru Rent, if applicable

Monthly Base Rent

All restaurants will have a Monthly Base Rent. For a site where both the land and the building are owned by McDonald's or its affiliates, Monthly Base Rent is based upon the total amount invested by McDonald's in the acquisition and development of the land and the building. A finance factor is applied to this amount to produce an appropriate return for McDonald's. For a site where the land and/or building is leased by McDonald's from a third party, Monthly Base Rent is based upon the total amount invested by McDonald's in the acquisition and development of the land and the building as well as monthly rent paid in the first year to a third party landlord. A finance factor is applied to each of these amounts to produce an appropriate return for McDonald's. You must pay this amount every month of the franchise term.

Pass Thru Rent

For a site where the land and/or building is leased by McDonald's, there may be rent escalations for which McDonald's is responsible under the lease which are above and beyond the original monthly rent we paid to the landlord. For these rent escalations, McDonald's will charge you pass thru rent which must be paid every month the escalations are in effect. We do not apply a finance factor to the pass thru rent.

Fixed Percentage Rent

The Fixed Percentage Rent for new restaurants that opened on or after July 1, 2013, is generally computed as follows:

McDonald's Total Acquisition and Development Costs		Franchisee's
More Than	Up to	Fixed Percentage Rent Rate
\$0.00	\$1,020,000	8.50%
\$1,020,000.01	\$1,050,000	8.75%
\$1,050,000.01	\$1,080,000	9.00%
\$1,080,000.01	\$1,140,000	9.25%
\$1,140,000.01	\$1,170,000	9.50%
\$1,170,000.01	\$1,200,000	9.75%
\$1,200,000.01	\$1,230,000	10.00%
\$1,230,000.01	\$1,260,000	10.25%
\$1,260,000.01	\$1,290,000	10.50%
\$1,290,000.01	\$1,320,000	10.75%
\$1,320,000.01	\$1,350,000	11.00%
\$1,350,000.01	\$1,380,000	11.25%
\$1,380,000.01	\$1,410,000	11.50%
\$1,410,000.01	\$1,470,000	11.75%
\$1,470,000.01	\$1,530,000	12.00%
\$1,530,000.01	\$1,590,000	12.25%
\$1,590,000.01	\$1,650,000	12.50%
\$1,650,000.01	\$1,810,000	12.75%
\$1,810,000.01	\$1,910,000	13.00%
\$1,910,000.01	\$2,010,000	13.25%
\$2,010,000.01	\$2,110,000	13.50%
\$2,110,000.01	\$2,210,000	13.75%
\$2,210,000.01	\$2,310,000	14.00%
\$2,310,000.01	\$2,410,000	14.25%
\$2,410,000.01	\$2,510,000	14.50%
\$2,510,000.01	\$2,610,000	14.75%
\$2,610,000.01	\$2,710,000	15.00%
\$2,710,000.01	and above	Established on a case by case basis

The Fixed Percentage Rent is payable only if the monthly Gross Sales exceed the monthly base sales figure which is computed by dividing the dollar amount of the Monthly Base Rent by the Fixed Percentage Rent rate. If you are purchasing an existing restaurant from a franchisee, the chart will not apply as you will be assuming the Monthly Base Rent and Fixed Percentage Rent paid by the selling franchisee (except for any rent relief which is personal to the selling franchisee).

The Fixed Percentage Rent for new term franchises will not be lower than the Fixed Percentage Rent in the previous franchise term. For sites owned by McDonald's, the percentage rent will remain the same unless McDonald's has made additional investments outside of our standard contributions to institutional programs such as rebuilds, relocations and major remodels. For sites leased by McDonald's, the percentage rent will remain the same as the previous term unless McDonald's has made additional

investments outside of our standard contributions to institutional programs as described above, and will also include any additional lease costs above the average lease cost generally over the previous 20 years charged to McDonald's in the new term franchise being paid as pass thru rent.

While the table shown above references total acquisition and development costs, you should be aware that the table is the end result of a process by which McDonald's gives consideration to many economic factors including the amounts of typical franchisor and franchisee investments, the ratio between our investment and your investment, potential rates of return on investment, the ratio between what we think might be our potential return and yours, and the amount which we have at risk. Varying Fixed Percentage Rent factors have resulted in an average factor which is used in Item 19, which includes pro forma profit and loss statements.

The percentages used in computing monthly payments based on Gross Sales are determined by McDonald's management in consideration of the rights being granted by the Franchise Agreement, the drawing power of the McDonald's restaurant, the value of the McDonald's System as a whole and McDonald's interests in obtaining a profit in light of competitive conditions. All payments made by you to McDonald's constitute a single financial arrangement between you and McDonald's which, taken as a whole and without regard to any designation or description, reflect the value of the rights being made available to you by McDonald's and the services being rendered by McDonald's during the franchise term. The percentages may vary among franchises depending upon when the franchise was sold as well as other factors. In unusual circumstances that involve special costs, the fees paid by you may be higher than those outlined in this Item 6.

- (4) We have adopted a policy that allows co-investment in the building and site improvements of a new or relocated restaurant for a reduction in the Fixed Percentage Rent and Monthly Base Rent, if certain eligibility conditions are met. You are not required to participate under this policy. If the eligibility conditions are met and you elect to co-invest, the co-invested amount is in addition to the initial investment described in Item 7. The terms and criteria of this policy differ slightly for new and relocated restaurants and are listed below. We may apply, modify, or terminate this policy at any time at our discretion.

Terms:

For both new and relocated restaurants, the general terms are as follows: (a) you have the ability to reduce your stated percentage rent in increments ("quarters") of .25%, down to the applicable co-investment minimum stated rent; (b) the cost to co-invest is determined using a standardized approach that blends the investment tiers and the related percentage rent rates of the Fixed Percentage Rent Chart and will be no less than \$30,000 per quarter; (c) you must pay the additional investments to us; (d) you may pay the additional investments in cash or you may finance them, for up to 10 years, with your own lender (we do not arrange for any financing of these additional investments), but you may not use the building or leasehold improvements as collateral for your loan; and (e) we will retain full ownership of, and legal title to, the building and leasehold improvements, but you will get the tax benefits associated with your co-investment amount. If our investment is over \$2,710,000, these terms will be decided on a case-by-case basis.

Co-Investment Criteria and Calculation for New Restaurants:

For new restaurants, the following criteria apply: (a) our real estate tenure at the location is at least 20 years; (b) our development costs are more than \$1,350,000; (c) the Fixed Percentage Rent is over 11%; (d) your franchise for the restaurant is 20 years; and (e) if the restaurant is on property leased by us, we do not pay any percentage rent to our landlord.

For new restaurants, the co-investment floor for the calculation (to determine the cost per quarter, number of quarters available, and maximum rent reduction) is 11%. When you select the actual co-investment amount, the corresponding percentage rent reduction is applied to the rent structure that was established for the restaurant prior to the co-investment decision, but rent may not be reduced below 8.50%.

Co-Investment Criteria and Calculation for Relocated Restaurants:

For relocated restaurants, the following criteria apply: (a) our real estate tenure at the location is at least 20 years; (b) your franchise for the restaurant is 20 years; and (c) if the restaurant is on property leased by us, we do not pay any percentage rent to our landlord.

For relocated restaurants, the co-investment floor (for the calculation to determine the cost per quarter, number of quarters available, and maximum rent reduction) is the existing restaurant's stated percentage rent or 11%, whichever is lower, but not below 8.50%. When you select the actual co-investment amount, the corresponding percentage rent reduction is applied to the rent structure that was established for the restaurant prior to the co-investment decision, but rent may not be reduced below 8.50%.

- (5) Not payable to us. While the McOpCo companies are voting members of the local advertising funds and OPNAD, they do not have controlling voting power.
- (6) All Satellite restaurants will have an Annual or Monthly Base Rent. The rent charged for a Satellite is determined on a case-by-case basis by our management. The rent will vary depending on our investment, rent paid to the head landlord, length of term, projected profitability, and return on investment.
- (7) The following is the rent structure for STO and STR locations:

Small Town Oil and Small Town Retail Locations Fixed Percentage Rent with Monthly Base Rent Monthly Base Rent

All restaurants will have a Monthly Base Rent. For STO and STR locations, Monthly Base Rent is calculated in the same manner as described in this Item, note 3. You must pay this amount every month of the franchise term.

Fixed Percentage Rent

The Fixed Percentage Rent for STO locations is generally 10.5% of Gross Sales. The Fixed Percentage Rent for STR locations is generally 9% of Gross Sales.

- (8) The rent structure for BFLs is determined by us on a case-by-case basis. A BFL franchise may be offered by McDonald's after considering various factors, including your personal financial net worth and liquidity, projected pre-opening and opening expenses at the proposed restaurant, and the projected sales volume and operating expenses at the proposed restaurant during the first 3 years of operation. Under a BFL you may have a conditional option to purchase the franchise and the restaurant equipment, signs, and certain other assets after the first year of the franchise term. The minimum option price for new and existing restaurants is determined by McDonald's on a case-by-case basis.
- (9) The relocation contribution is required if you relocate your restaurant to a new site.
- (10) For new restaurants, this fee is paid to our approved POS suppliers and they remit payment to us.
- (11) The one-time \$216 license fee is paid to us and we remit payment to a third-party vendor. After the first year, the only recurring fee is a \$154 annual maintenance and hosting fee that is paid to us and that we remit to a third-party vendor.
- (12) For new restaurants, this fee is paid in the first year to our approved technology equipment suppliers or POS suppliers and they remit payment to us.

Item 7
Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee	\$45,000 (1) \$22,500 (1) (2) \$0 to \$500 (3) (4)	Lump Sum	On opening (1)	McDonald's
Real Estate and Building – 3 Months' rent (5)	Base Rent \$450 to \$310,500 (6) \$1,725 to \$60,000 (2) (6) \$1,425 to \$48,075 (3) (6) Percentage Rent 0% to 42.50% (7) 4.00% to 17.50% (2) 4.25% to 22.75% (3)	Monthly	Base: Before Opening Percent: 10th of following month	McDonald's
Signs, Seating, Equipment, and Decor	\$722,600 to \$1,385,500 (8) \$561,400 to \$849,500 (2) (8) \$50,000 to \$408,650 (3) (8)	Lump Sum	Before Opening	Vendors
Opening Inventory	\$14,000 to \$31,000 \$12,000 to \$25,000 (2) \$9,000 to \$20,000 (3)	Lump Sum	Before Opening	Vendors
Miscellaneous Opening Expenses	\$60,300 to \$61,600	As Incurred	As Incurred	Vendors Utilities
Travel and Living Expenses While Traveling	\$3,000 to \$26,450 (9)	As Incurred	As Incurred	Airlines Hotels Restaurants
Additional Funds – 3 Months	\$186,000 to \$322,000 (10) \$151,000 to \$202,000 (2) (10) \$52,000 to \$75,000 (3) (10)	As Incurred	As Incurred	Employee Suppliers Utilities
TOTAL (11)	\$1,031,350 to \$2,182,050 (5) (11) \$811,925 to \$1,247,050 (2) (11) \$175,725 to \$640,275 (3) (11)			

- (1) Franchisees who rebuild or relocate their restaurants will pay the initial franchise fee on the earlier of:
 - (a) the first of the month after the seventh year after the opening of the rebuilt or relocated restaurant; or
 - (b) the end of the previous franchise term.
- (2) Applies to STO and STR locations.
- (3) Applies to Satellites.
- (4) See Item 5.
- (5) McDonald's acquires real estate and building and franchises the right to operate at the location. Amounts shown as rent are part of the overall economic package of fees as described in Item 6.
- (6) Special site restaurants may be higher.
- (7) See Item 6, note 4.
- (8) Varies due to size of building, location, estimated sales volume, transportation charges and sales tax. If you request changes to the building, payment for the requested changes may be required before signing the Franchise Agreement. The cost of our basic Store System 6.5 computer platform ranges from \$40,000 to \$50,000, which includes the POS, In Store Processor, Next Gen Cashless, computer hardware, software, and related equipment.

- (9) Cost varies due to distances from Regional Offices and Oak Brook, Illinois, and costs of living in various areas of the country.
- (10) You may or may not need capital to support ongoing expenses, such as employee wages, utilities, payroll taxes, legal and accounting fees, travel, advertising, promotion, outside services, linen, operating supplies, small equipment, maintenance and repair, office supplies, cash shortages, insurance, debt service, and non-product purchases, as well as additional opening capital for other variable costs. These figures are estimates and McDonald's cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how well you follow McDonald's methods and procedures; the sales volume of your restaurant; your management skill, experience, and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; your rent structure; and whether your restaurant is an STO, STR, or a Satellite location. Restaurants opening in cold weather months may be more likely to need capital in the initial 3-month period because restaurant sales are typically lower.
- (11) We have relied on the combined 58 years of restaurant business experience that we and our predecessor have to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. These figures do not include percentage rent or service fees. We have offered and continue to offer for sale restaurants owned by McOpCo companies. Of all of the sales of restaurants by McOpCo companies in 2012, two sales exceeded the high end of the initial investment range by \$37,212 and \$545,782.

Item 8

Restrictions on Sources of Products and Services

Except as noted below, McDonald's does not require that you purchase or lease goods, services, supplies, fixtures, equipment, inventory, or computer hardware and software from McDonald's or our designees in the establishment or operation of your McDonald's restaurant business. As described below, we require that these items and sources of supply meet the specifications, requirements, and standards that McDonald's has, in its sole business judgment, formulated for use in the McDonald's System. Except when an ongoing restaurant business is sold, or except as otherwise noted, neither McDonald's nor any affiliate sells fixtures, equipment, food, or supplies to our franchisees; and none of our officers own any interest in any of our approved suppliers. McDonald's may negotiate with approved suppliers in an effort to seek favorable offers for the benefit of the McDonald's System (including offers on price and other purchasing terms). However, our franchisees are free to negotiate their own purchasing terms with approved suppliers at any time. In certain instances, if you participate in programs involving the test or early implementation of new products, equipment, software, or other items, we may install these items in your restaurant at our cost. If these products, equipment, software, or other items are ultimately approved for use in your restaurant, you may be required to reimburse us for the items and related costs. These obligations will be specified in the test or early implementation letter signed by you and McDonald's.

McDonald's strives for the maintenance of quality and uniformity throughout the McDonald's System by identifying standards for the purchasing, distribution, preparation, and service of goods, services, supplies, fixtures, equipment, inventory, and computer hardware and software. We consider the specifications, requirements, and/or standards for food, equipment, information technology, purchasing, distribution, preparation, and service to be of critical importance to the success of the McDonald's System, and therefore require that you deal only with suppliers that have been approved by us. If you desire to use a particular supplier not already approved by McDonald's and if that supplier meets the specifications and requirements of the McDonald's System, then that supplier may, under conditions described below, become an approved supplier for your specific restaurant. Costs associated with gaining approval status may be your responsibility and/or the supplier's where existing suppliers are capable of providing an existing product. Detailed food product specifications are not generally issued to franchisees, but may be made available upon your request to us and upon your agreeing to maintain certain confidentiality obligations. Other food preparation and equipment requirements and standards are provided to you in our Operations and Training Manual and through other publications provided to our franchisees.

In order for a supplier to be accepted by McDonald's as an approved source of supply, a request for acceptance must be forwarded to our Supply Chain Management Department and other appropriate departments for consideration. The designated Supply Chain Management professional applies the following general criteria in considering whether the supplier will be designated as an approved source of supply:

- (1) Ability to consistently make the manufactured product to McDonald's standards, requirements, and/or specifications.
- (2) Agreement to protect McDonald's confidential information and the secrets behind the uniqueness of McDonald's products from dissemination to others, through production of private brand name products for McDonald's.
- (3) Production, delivery, and service capability, be it local or national, to meet supply and service commitments as well as to insure safe food as specified by McDonald's.
- (4) Integrity of ownership (to assure that its association with McDonald's would not bring ill will upon McDonald's or be inconsistent with McDonald's image).
- (5) Financially sound condition.
- (6) Compliance with all federal, state, and local laws and McDonald's Code of Conduct for Suppliers.

McDonald's may elect not to accept a supplier as an approved supplier if McDonald's determines, in its sole judgment, that there are a sufficient number of approved suppliers at that time for the McDonald's System. There may be instances in which alternative suppliers cannot be approved because the nature of the product or service requires use of one, or a limited number of, suppliers in order to realize efficiencies or protect the interests of the McDonald's System overall.

Approved suppliers must maintain standards in accordance with our written specifications and requirements. On a routine and continuing basis, McDonald's may visit and inspect the operations of approved suppliers and consult with them to ensure compliance with our standards, requirements, and specifications, as well as to assure compliance with federal, state, and local laws and McDonald's Code of Conduct for Suppliers. Termination of a supplier as an approved source of supply may occur by written notice to or personal meeting with the supplier. We advise our franchisees as soon as possible when a supplier is disapproved.

Insurance sources are approved upon submission of a policy meeting our specifications. Coverage must be at least as comprehensive as the minimum requirements of the Franchise Agreement, and in some cases may be higher if required by local law, landlords, property owners, or other third parties. The Franchise Agreement provides that all insurance be placed with a reputable insurance company licensed to do business in the state in which the restaurant premises are located, having both a financial size category equal to or greater than IX and a rating of "A+" or "A" as determined by Alfred M. Best and Company, Inc.

Except as noted below, neither we nor our affiliates derive revenue from your purchase or lease of property, goods, services, supplies, fixtures, equipment, inventory, or computer hardware and software from approved sources of supply. We have no purchasing or distribution cooperatives. We do not provide any material benefits to a franchisee based on your use of approved sources of supply.

Under the franchise you are required to lease the restaurant premises from us, under an Operator's Lease that is incorporated into the Franchise Agreement. Under the Operator's Lease, you are required to pay rent to McDonald's, along with the related occupancy costs, which include property taxes, insurance, maintenance, and structural repairs. McDonald's derives revenue from this leasing arrangement, as detailed in Item 6.

McDonald's requires new restaurants to use a standard POS platform, NP6, which is the current version of NewPOS. The computer hardware and software for NP6 is purchased through our approved POS suppliers.

The NP6 computer platform includes computer software owned by our predecessor and maintained by RDI (see Item 1). Included in the payments you make to our approved POS suppliers for the NP6 platform is a one-time license fee that is paid to us and a payment for the NP6 software and maintenance for the first year, which is paid to us and which we will pay to RDI. After the first year, you are billed by McDonald's for an annual maintenance fee that is paid to RDI for providing periodic updates and enhancements to our approved software (see Item 6).

McDonald's may allow, but does not require, franchisees to offer customers the ability to make purchases with certain credit and debit cards, using a specified system (the "Integrated Cashless System"). Almost all franchisees participate in this program. The Integrated Cashless System is designed to work with the POS platform. If you elect to use the Integrated Cashless System, it must be installed and linked to your POS system by installers that we approve. In addition, your restaurant must have required hardware and software purchased from and installed by our designated suppliers. Finally, you must sign an agreement with our designated transaction processor and pay the processor certain transaction processing fees. We also recommend that your restaurant have McDonald's approved high-speed internet access. If you elect to participate, the detailed terms will be provided to you.

McDonald's may allow, but does not require, franchisees to offer customers the ability to buy and make purchases with gift cards, using a specified system (the "Gift Card System"). The Gift Card System is designed to work with the POS platform and the Integrated Cashless System. The Gift Card System is provided and managed by P2W, Inc. NFP ("P2W"), an independent non-profit corporation. P2W is not our affiliate, but is managed by a board of directors that includes our employees and franchisees. If you elect to use the Gift Card System, your restaurant must have the Integrated Cashless System and use designated equipment that is purchased from designated suppliers. In addition, you must sign a subscription agreement with P2W, purchase training materials, and sign a contract with the transaction processor designated by P2W, under which you will be required to pay the processor certain transaction processing fees. Currently, P2W pays for the production costs of the gift cards and certain other expenses. If you elect to participate, the detailed terms will be provided to you. The Gift Card System is not related to the gift certificate program described in Item 11.

In connection with implementing the Integrated Cashless and the Gift Card systems, we may negotiate and enter into agreements with suppliers, installers, and transaction processing companies under which we may receive certain payments. We may use these payments to help support future technological innovation. For convenience, these uses may be referred to internally as "technology funds." However, we do not operate any actual legally segregated, dedicated, trust, or restricted-use funds for technology development. With respect to the Gift Card System, we may also provide certain administrative services (such as accounting services) to P2W at our actual cost. We do not derive any revenue from this arrangement.

In 2012, our predecessor received fees for providing guarantees on loans for U.S. franchisees and affiliates operating as joint partnerships in certain board-approved loan programs and for financial advisory services. In the future, our predecessor may continue to provide these guarantees or services and receive these types of fees. We do not provide any of these guarantees or services or receive any of these fees.

In 2012, we and our predecessor received \$24,358,954 composed of the following: beverage supplier fees, cashless incentives, shipping and distribution rebates; office supply fees/rebates; and loan guarantee service fees.

In 2012, our total revenue was about \$8.8 billion and revenue from the sale or lease of real estate and services to franchisees was about \$4.3 billion. This represents 49% of our total revenue. These figures were derived from our audited financial statements and other financial information. All of your required purchases (which includes items which must be purchased from us or our approved suppliers and items which must be purchased in accordance with specifications) represent approximately 91% to 95% of your total purchases in connection with the establishment of the restaurant and approximately 60% to 67% of your overall purchases in operating the restaurant.

Occasionally, we may incur additional costs and expenses to develop or improve certain products or services for the benefit of the McDonald's System (including but not limited to, goods, equipment, computer hardware and software, and support services), which ultimately may be provided to McDonald's restaurants by

approved suppliers. We may seek to recover all or a portion of these additional costs and expenses from our franchisees and/or the approved suppliers. If that recovery is obtained from the approved suppliers, it may be reflected in the prices they quote for these products or services.

See Item 10 for disclosure on financing fees that may be received by McDonald's.

Item 9 Franchisee's Obligations

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 of this disclosure document.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Sections 1(a) and 1(b) of Franchise Agreement and Sections 2.01 and 2.04 of Operator's Lease	Items 7 & 11
b. Pre-opening purchase/leases	Section 12(b) of Franchise Agreement and Sections 2.04 and 2.06 of Operator's Lease	Items 7 & 8
c. Site development and other pre-opening requirements	Sections 12(b), 12(c) and 12(d) of Franchise Agreement	Items 6, 7, & 11
d. Initial and ongoing training	Sections 3 and 6 of Franchise Agreement	Item 11
e. Opening	Section 12(b) of Franchise Agreement and Section 2.06 of Operator's Lease	Item 7
f. Fees	Sections 8(a) and 9 of Franchise Agreement and Sections 3.01(A) and 3.01(B) of Operator's Lease	Items 5, 6, 7, & 11
g. Compliance with standards and policies/operating manual	Sections 1(c), 1(d), 4, and 12 of Franchise Agreement and Section 2.08 of Operator's Lease	Item 11
h. Trademarks and proprietary information	Sections 2(a)(iii), 4, 11(c), 11(d), 11(e), and 28(g) of Franchise Agreement	Items 13 & 14
i. Restrictions on products/services offered	Sections 1(c) and 12(i) of Franchise Agreement and Section 2.08 of Operator's Lease	Items 8 & 16
j. Warranty and customer service requirements	Sections 1(a), 1(c), 12(a), and 12(h)(iii) of Franchise Agreement	Not Applicable
k. Territorial development and sales quotas	Not Applicable	Not Applicable
l. Ongoing product/service purchases	Sections 12(a), 12(g), 12(i), and 12(j) of Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements (1)	Sections 12(a), 12(d), and 12(e) of Franchise Agreement and Sections 2.06, 2.08, 4.02, 4.03, and 6.05 of Operator's Lease	Item 11
n. Insurance (1)	Section 17 of Franchise Agreement and Section 6 of Operator's Lease	Item 8
o. Advertising	Section 5 of Franchise Agreement	Items 6 & 11
p. Indemnification	Section 24 of Franchise Agreement and Section 7.02 of Operator's Lease	Item 9
q. Owner's participation/management/staffing	Sections 1(e), 6, 12(g), and 13 of Franchise Agreement	Items 11 & 15
r. Records and reports	Section 10 of Franchise Agreement and Sections 3.02 and 3.03 of Operator's Lease.	Item 11
s. Inspections and audits	Sections 10 and 12 of Franchise Agreement and Sections 3.03 and 7.01 of Operator's Lease	Items 6 & 11
t. Transfer	Section 15 of Franchise Agreement and Section 4.06 of Operator's Lease	Item 17
u. Renewal	Not Applicable. Section 28(a) of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 11(b) and 20 of Franchise Agreement and Section 7.04 of Operator's Lease	Item 17

Obligation	Section in agreement	Disclosure document item
w. Non-competition covenants	Sections 11(a) and 11(b) of Franchise Agreement	Item 17
x. Dispute resolution	Not Applicable	Item 17

- (1) If your restaurant is located in an STO location, you may be required to maintain the common areas within the shared building and all external common areas for the fuel facility operator and to obtain certain utilities and insurance for the fuel facility operator, subject to reimbursement for a portion of all such costs from the fuel facility operator. If your restaurant is located in an STR location, you may be required to maintain a proportionate share of external common areas and obtain insurance for certain common areas.

Item 10 Financing

Typically, no financing arrangements are offered by McDonald's. As part of the Franchise Agreement, McDonald's issues an Operator's Lease for each site owned or leased by McDonald's. The Operator's Lease is a standard commercial lease under which you pay rent to McDonald's for use of the premises. The Operator's Lease does not contain any financing terms. For BFL franchises, the Operator's Lease provides for the lease of the restaurant's business facilities as well as the premises. The BFL arrangement does not contain any financing terms but may provide a conditional option for you to purchase certain restaurant assets from us for a lump sum (see Item 6). In that case, a BFL Rider which contains the option is attached to the Franchise Agreement. The BFL Rider is attached as Exhibit F, and the Operator's Lease is attached as Exhibit G.

Our predecessor may, at its discretion, guarantee loans made by a third party lender, Lake Forest Bank and Trust Company (the "Lender"), to franchisees for remodeling existing restaurants, working capital, delinquent accounts receivable, refinancing existing restaurant loans, acquiring restaurant businesses from McOpCo companies, purchasing restaurant assets by exercising the option under a BFL Rider, and for other reasons approved by McDonald's. The Lender will prepare all the necessary documents and will handle the processing, payments, customer service, and collections according to standards developed by us. Our predecessor will provide a guarantee to the Lender for these obligations and in return will receive a guarantee fee commensurate with the risk of the loans (currently equal to approximately 0.50% of average outstanding balance) which is expected to cover our predecessor's loan losses and expenses. The rate on these loans will typically be 1 month LIBOR plus 3.75% per annum for floating rate loans which may be prepaid with no penalty. As of December 31, 2012, 1 month LIBOR was 0.21%. If a fixed rate loan is made, there may be a pre-payment penalty. Loans typically will be for a maximum term of 3 years with a 7-year amortization and will be secured by restaurant equipment, seating, signage, decor, and inventory. The loan amount will vary depending on the purpose for which the loan is to be used. A personal guarantee from the franchisee and his or her spouse will be required and, should a legal dispute arise, the franchisee agrees to waive the right to a jury trial and agrees not to consolidate the action with others. A default on these loans will be considered a default under the Franchise Agreement, and the franchisee will be required to sign a Guaranteed Loan Program Agreement with us (see Exhibit N). As of December 31, 2012, the annual percentage rate (APR) was 4.02%. All loan participants will be required to permit electronic debiting of accounts for payment. The financing documents are typically a Promissory Note, Security Agreement, Authorization for ACH Drafting of Loan Payments, and Guaranteed Loan Program Agreement similar to the documents in Exhibit N.

Item 11 Franchisor's Assistance, Advertising, Computer Systems, and Training

Except as listed below, McDonald's is not required to provide you with any assistance.

Our Pre-Opening Obligations:

Construct or have others construct, remodel, or otherwise prepare the premises for the McDonald's restaurant in accordance with our then-current plans and specifications and with local ordinances and building codes. We will deliver the premises to you when they are sufficiently completed to allow you to install, at your sole cost and

expense, the signs, trade fixtures, equipment, and other personal property and improvements necessary to complete the premises for operation of a McDonald's restaurant. If the restaurant has not been constructed or is not ready for occupancy when the Franchise Agreement is executed, we will use our best efforts to expedite the construction. We either own the premises or lease it from the owner and lease or sublease the premises to you (Franchise Agreement – Section 9, Operator's Lease – Section 2.06).

Prescribe detailed specifications for purchasing, preparation, and service, and make available to you names of approved sources of supply. We do not sell or lease to you equipment, signs, fixtures, opening inventories, or supplies or deliver or install these items except as noted in Item 8 or when we sell or lease an ongoing business to you (Franchise Agreement – Sections 3, 12(b), and 12(i), Operator's Lease – Section 2.04). See Items 8 and 9.

Provide our training program to you, which includes your enrolling your managers at Hamburger University or other training centers. The training program is more fully described in this Item (Franchise Agreement – Sections 4 and 6).

McDonald's will allow you to view McDonald's Operations and Training Manual (the "O&T Manual") before you purchase the franchise (Franchise Agreement – Section 4).

Our Operational Obligations:

Advise and consult with you periodically and at other reasonable times upon your request in connection with the operation of the restaurant. We will communicate to you our knowledge of new developments, techniques, and improvements in areas of restaurant management, food preparation, and service which are pertinent to the operation of a restaurant using the McDonald's System. The communications will be accomplished by visits by operations consultants, printed reports, seminars, newsletter mailings, emails, and online resources. We will make available to you all additional services, facilities, rights, and privileges relating to the operation of the restaurant that we make generally available to all our franchisees operating McDonald's restaurants (Franchise Agreement – Section 3).

Make available to you the O&T Manual and any other business manuals prepared and modified by us for use by our franchisees in connection with the operation of a McDonald's restaurant. These manuals contain detailed information including: (a) required operations procedures; (b) methods of inventory control; (c) bookkeeping and accounting procedures; (d) business practices and policies; and (e) other management and advertising policies (Franchise Agreement – Section 4).

Advertising Programs:

We employ advertising and marketing consultants to participate in the formulation and production of concepts and materials for production and media placement of national programs for the McDonald's System. Our in-house advertising and marketing departments develop overall direction and strategy for the national programs and recommend them to franchisees. Advertising and marketing programs are placed in national and local media including, but not limited to, print, radio, television, outdoor, point of sale, direct mail, and the Internet. We do not maintain an advertising or marketing fund nor do we have any obligation to make placement of programs in the media. You must advertise and promote your restaurant to the general public and spend at least 4% of the restaurant Gross Sales each year for this purpose. For new, rebuilt, relocated, and remodeled restaurants, we strongly recommend the use of "grand opening" promotions. You must use only advertising and marketing materials and programs that we have provided to you or approved in advance in writing. All advertising and marketing must also conform to the standards and policies of the McDonald's System relating to the trademarks and service marks. Advertising and marketing by cooperatives are subject to the same approval requirements. Your expenditures for OPNAD and local cooperative advertising and/or marketing of the McDonald's System are credited to this required expenditure. You are not required to participate in OPNAD or a local cooperative; however, your consistent involvement with OPNAD and local cooperatives is one of several factors used to measure your compliance with the Operator Involvement standard, which is one of the National Franchising Standards you must meet to be eligible for growth and rewrite. Also, if you decide not to participate in a cooperative, you may not gain access to that cooperative's advertising and marketing programs (Franchise Agreement – Section 5). See Items 6 and 9.

OPNAD and the local cooperatives are independent entities formed by franchisees. The McOpCo companies that operate restaurants also participate in OPNAD and the local cooperatives. These cooperatives carry out programs to advertise and market cooperative restaurants. Each cooperative maintains and administers its own advertising and marketing fund, which is funded by its members. The funds may be used for media placement and to develop and produce advertising and marketing concepts and materials for use by cooperative restaurants. Individual franchisee and McOpCo-owned restaurants contribute to OPNAD and the local funds on the same basis. Each franchisee member of OPNAD pledges the same contribution rate, currently 1.60% of sales, for a designated period. Each local cooperative establishes its own separate contribution rate and time period for its fund. If you join a local cooperative, you contribute at the same rate as each other member of the cooperative with similar restaurants or restaurants located in the same general area.

Members of OPNAD elect or designate regional representatives with operating and decision making powers to conduct cooperative business. Local cooperative members participate in cooperative business according to the rules and procedures established by each cooperative. McOpCo companies that operate restaurants are members of OPNAD and the local cooperatives. Neither McDonald's nor the McOpCo companies can change or dissolve OPNAD or the local cooperatives.

The OPNAD fund is independently audited annually and its financial statements are available for review. The local cooperatives generally audit their fund and prepare financial statements, which are available for review; however, requirements vary among the cooperatives. The cooperative advertising and marketing funds are intended for uses and allocated in varying percentages designated by each cooperative, including production, media placement, and administrative expenses.

We provide the services of certain marketing, legal, and accounting personnel to the OPNAD fund without charge. That fund administers a gift certificate program on behalf of all of its members for the issuance and redemption of gift certificates sold to customers at McDonald's restaurants. Charges for certain other accounting personnel who provide services to the fund and the gift certificate program are included in the direct program costs for the gift certificate program. The gift certificate program is not related to the Gift Card System described in Item 8.

We are not required to spend any amount to advertise or promote your restaurant in any manner. Since we do not administer or maintain an advertising or marketing fund, there are no unexpended advertising fees used by us. We do not use advertising or marketing funds in any manner to solicit the sale of McDonald's franchises.

Computer Systems:

McDonald's requires new restaurants to use a standard POS platform, NP6, which is the current version of NewPOS. The computer hardware and software for NP6 are purchased through our approved POS suppliers. The hardware and software components used in NP6 have been integrated to the service and production systems of McDonald's restaurants. NewPOS, including NP6, is the proprietary property of McDonald's.

Other components of our required computer platform include the In Store Processor (ISP), which is purchased through one of our approved suppliers, uses server computer hardware that operates with software that is the proprietary property of McDonald's and other software applications. In addition, RFM is a web-based application that enables you to update price, product, and promotion information for the NewPOS system, including NP6.

McDonald's Regional Restaurant Data Diagnostics system (R2D2) provides you with highly focused, actionable reports to help improve your restaurant operations. We will install software that runs on your McDonald's approved ISP and which collects and transmits your sales information to our servers. In addition to providing reports you request, we use R2D2 sales data in reports we send you to verify your sales information.

The term "Store Systems" describes the combined software application suite deployed at the restaurant. Enhancements to hardware and software components of Store Systems are made available by McDonald's and McDonald's approved suppliers for purchase by the franchisee, who may be required to update or upgrade the system periodically to meet McDonald's System's standards. Normal Store Systems software upgrades based on

an established enhancement request process are included in your annual maintenance fee as determined by McDonald's. However, if the Store Systems platform changes significantly, a one-time fee must be paid by the franchisee. You may choose from the approved supplier or approved independent third parties for installation, maintenance, repair, and support services at varying costs.

In accordance with the Franchise Agreement, McDonald's has adopted and is implementing a revised standard relating to Store Systems, applicable to all U.S. McDonald's restaurants, as stated below:

Restaurants that are currently operating older, previously approved POS systems (such as Panasonic II+, PAR II, 386 based PcPOS, PcPOS without ISP, or PcPOS with ISP but not running the current version of Store Systems) are required to replace or upgrade to the current version of Store Systems. McDonald's will not approve any franchise transfer or grant a new term franchise if the restaurant is not using the approved Store Systems technology. All new restaurants must adopt Store System 6.5 technology.

The cost of our basic Store System 6.5 computer platform ranges from \$40,000 to \$50,000, which includes the POS, In Store Processor, Next Gen Cashless, computer hardware, software, and related equipment. See Item 6 for software-related fees.

The Store Systems software is generally used in the restaurant to efficiently and accurately process customer orders by integrating production and service systems in the restaurant and to compile information including sales, transactions, product mix, and cash control. It may also be used to compile additional inventory, labor, and payroll information used in managing the restaurant. It may also be used in connection with the Integrated Cashless and Gift Card systems. We have independent access to your sales and other restaurant-level information, which is stored on our server, and there are no contractual limits on our right to access such information. You must provide us with monthly statements of all receipts from the restaurant operation and additional financial, operating, and other information on forms and in the manner we reasonably request, which may include independent access to sales, transactions, product mix, and inventory information. You must submit electronically each month your financial statements, including your consolidated balance sheet, consolidated general and administrative expense statement, consolidated debt summary, and individual restaurant profit and loss statement(s), using our web-based Franchisee Financial System (FFS), which is a database of financial information. You must keep and preserve on the restaurant premises full and complete written books and records of the restaurant's Gross Sales for at least 3 years in a manner and form satisfactory to us. The books and records include cash register tapes, over-ring slips, sales journals, general ledger, profit and loss statements, balance sheets, cash sheets, purchase invoices, bank statements with canceled checks and deposit advices, corporate and management company books and records, and federal and state tax returns. We are not obligated to provide assistance to you in obtaining these items or services (Franchise Agreement – Section 10, Operator's Lease – Sections 3.02 and 3.03). See Items 6 and 7.

The Integrated Cashless System can be used to accept credit and debit card purchases by customers. If you elect to use the Integrated Cashless System, you must purchase the hardware and software that we specify (including card readers, cables, and related hardware) from our designated supplier. The required hardware and software, which is not proprietary to us or any affiliate, has been used continuously in McDonald's restaurants since June 2003. You must also sign an agreement with our designated transaction processor (see Item 8), and we recommend that your restaurant have McDonald's approved high-speed internet access. For Store System 6.5, the cashless system is known as Next Gen Cashless and we charge an annual fee for maintenance and hosting of data (see Item 6). Your POS system and the transaction processor will collect your cashless transaction information. We will have independent access to aggregated transaction information generally, along with information on the number and dollar amount of specific cashless transactions in any individual restaurant.

The Gift Card System can be used to offer customers the ability to buy and make purchases with gift cards. If you elect to use the Gift Card System, you must sign a subscription agreement with P2W, Inc., which manages the system (see Item 8), and you must purchase specified hardware (including card readers, cables, and related hardware) from a designated supplier. This hardware, which is not proprietary to us or any affiliate, has been used continuously in McDonald's restaurants since June 2004. You must also sign an agreement with a designated transaction processor (see Item 8). No other hardware or suppliers are currently approved for the Gift Card System. Your POS system, the transaction processor, and P2W will collect your Gift Card System

transaction information. We will have independent access to aggregated transaction information generally, along with information on the number and dollar amount of specific gift card transactions in any individual restaurant.

With both the Integrated Cashless and Gift Card systems, you may need to upgrade or update your hardware or software during the term of your franchise. There are no contractual limitations on the frequency or cost of these upgrades or updates.

Site Selection:

We select the site for location of the restaurant premises and negotiate the location's purchase or lease. You do not select or approve restaurant sites. You will not sign a Franchise Agreement unless we have already selected the site.

We utilize our judgment and experience in selecting locations for McDonald's restaurants based upon population density, traffic patterns, market statistics, proximity of shopping centers, schools, competition, accessibility of utility and public services, costs of purchasing or leasing the site, assessment of future demographic developments, our interest in developing an effective marketing network that will be convenient to consumers, and other factors. Site locations are called to our attention through independent canvassing of highways and urban, suburban, small town, and other neighborhoods.

Restaurant Opening:

In the normal course of business, the Franchise Agreement is submitted to you for execution approximately 30 days before the restaurant is opened for business. During this period, you are receiving shipments of restaurant equipment. The initial franchise fee, if applicable, is payable on the opening of the restaurant. No monthly fees accrue until the restaurant opens for business. See Items 5 and 6.

The restaurant opening may occasionally be delayed by weather conditions, delayed delivery, or installation of equipment, fixtures and signs, labor disputes, governmental regulation, or other causes beyond our reasonable control. You may not open the restaurant for business until you have executed the Franchise Agreement and have delivered the agreement to us with payment of the initial franchise fee, if applicable.

Training:

McDonald's operates Hamburger University (HU), the international training center for the McDonald's System. The content and duration of all operations courses, which are offered at HU and various local sites, are revised and reconsidered from time to time to meet the needs of our franchisees. All courses and learning events are offered at frequent intervals and are designed to give you specific skill sets in the various facets of the conduct of a McDonald's restaurant, including such areas as equipment, standards, controls, and leading people. The basic minimum core training, which you must complete to be qualified to operate a McDonald's restaurant, is known as the Restaurant Department Management (RDM) curriculum. Existing franchisees will not be required to complete the RDM curriculum to acquire an additional restaurant.

Our RDM curriculum is deployed through the Learning Management System (LMS), which allows you to complete and track the progress of your assigned learning online. You are assigned a job role in LMS and complete an RDM learning plan. You are also assigned a coach who helps with your assigned learning, monitors your training, approves you for additional courses, and verifies the skills acquired. It takes approximately two years to complete all RDM learning plans, from Shift Manager through General Manager. The time needed to complete a learning plan may vary due to previous classes you have completed, testing out of coursework, and the amount of time you dedicate to training each week.

The complete training program and materials include many elements. There are various pre- and post-assessments, formal and virtual collaboration classes, computer-based learning (e-learning), coaching sessions, and visual job aids, practical laboratory simulations, and verifications for all stations and positions. The training method and manner are tailored to individual circumstances. As part of the training program, you must perform and master all of the crew and management functions at the restaurant. You do not receive compensation during

the training program. McDonald's does not charge you a fee to complete the basic minimum core training provided at our designated training centers.

You are required to complete all curricula, including the General Manager (GM) Business Leadership Capstone course conducted at HU, to McDonald's satisfaction to be qualified to operate a McDonald's restaurant. During the GM Business Leadership Capstone course, you are instructed by experts experienced in the operation and management of McDonald's restaurants. You must be fully trained, in McDonald's sole judgment, before you operate a restaurant.

At the opening of your restaurant, an operations consultant will spend time with you providing assistance and refinement of previous training and instruction.

You must complete the training program successfully before signing the Franchise Agreement or paying any money to McDonald's.

The experience of the instructors in the McDonald's restaurant business averages 5 or more years. Instructors include HU professors and regional training consultants. Diana Thomas, U.S. Vice President – Training, Learning & Development, is the head of our training program and her business experience is listed in Item 2.

McDonald's bears the cost of maintaining HU and other designated training centers associated with providing basic and advanced instruction in the RDM curriculum, including the overhead cost of training, staff salaries, materials, and all technical training tools. You are responsible for the costs of traveling, living, compensation, and other expenses incurred by you and your employees in connection with attendance at HU or other training facilities. You may also be charged a fee to cover McDonald's costs of providing certain training and related materials other than those associated with the RDM curriculum. You are not an employee of McDonald's and are not compensated by McDonald's for or during any training described in this Item.

There are no further mandatory training requirements for you. However, annual meetings, conventions, various workshops, and other training sessions may be conducted on an ongoing basis within each region, and McDonald's may require you to pay for the costs associated with that ongoing training or participation. Additionally, optional courses may be offered to you or your employees for a fee. You are responsible for the costs of traveling, living, compensation, and other expenses incurred by you and your employees in connection with attendance at all ongoing training.

In addition to HU and McDonald's other designated training centers, McDonald's occasionally may offer initial and ongoing training at temporary remote locations (such as hotel conference rooms) for the convenience of attendees. These remote locations are not designated training centers, but you may attend them in lieu of designated training centers. If you elect to attend training offered at a remote location, McDonald's may require you to pay for the costs associated with that training.

Before entering the training program, you must sign a Preliminary Agreement, which is attached to this disclosure document as Exhibit J. The Preliminary Agreement contains the terms of our agreement, which allows you to participate in McDonald's franchise applicant training program. It states, among other things, that there is no guarantee that you will be offered a McDonald's franchise, that McDonald's may remove you from the training program for any reason or no reason at all, and you may withdraw from the training program at any time. The Preliminary Agreement also states you will not be compensated during your training and will not be an employee of McDonald's or any McDonald's franchisee.

The RDM curriculum is described in the following tables and includes, but is not limited to:

- (1) Self-Study Modules and Coaching: Self-directed modules and coaching provide initial training, practice, and verification. Performance objectives and verification procedures are clearly defined.
- (2) Facilitated Courses: Hands-on training is supported and reinforced by facilitated courses that emphasize participant involvement. Interactive problem solving, small work group, and

skill-building activities provide an opportunity to practice new skills and obtain feedback from peers and instructors.

- (3) **Equipment Training:** Self-directed equipment training and instructor-led support is provided based on system needs.

The recommended methods and time frames for training, practice, and verification have been determined to ensure that you receive the right training at the right time. The training program table generally describes the minimum classroom and in-restaurant training that you must complete to be considered qualified to operate a McDonald's restaurant. Since the entire curriculum is skill-based, the time necessary to complete the training varies from individual to individual.

TRAINING PROGRAM

Subject	Classroom Training	Training in a Restaurant*	Location
SHIFT MANAGER (SM) Learning Plan			
Prerequisites: Crew Station Verified, Maintenance Verified, Crew Trainer Verified			
Management Development Program			
➤ SM Orientation		4 hours (2 weeks)	Self-study and coaching
➤ Area Management		10 hours (4 weeks)	Self-study and coaching
➤ Shift Management		10 hours (4 weeks)	Self-study and coaching
ServSafe		2 hours (1 week)	Self-study/online course
Introduction to Management pre-work		2-3 hours (1 week)	Self-study/online course
Introduction to Management	3 days		Regional training center
Introduction to Management post-work		1 hour (1 week)	Self-study and coaching
SM Learning Plan - Total Time	3 days	29-30 hours (13 weeks)	
DEPARTMENT MANAGER (DM) Learning Plan			
Prerequisites: Completion of all SM courses			
Note: Manager-specific courses are taken between the Operating System Diagnostic Tool and Respectful Workplace courses.			
Guest Service Manager Functional Training		12 hours (6 weeks)	Self-study and coaching
Kitchen Manager Functional Training		28 hours (14 weeks)	Self-study and coaching
People Manager Functional Training		30 hours (15 weeks)	Self-study and coaching
Shared courses for DM learning plans			
➤ Department Manager Orientation		6 hours (3 weeks)	Self-study and coaching
➤ Foundations of RDM	1 day		Regional training center
➤ Operating System Diagnostic Tool			
➤ Wage and Hour		8 hours (4 weeks)	Self-study and coaching
➤ Respectful Workplace		4 hours (2 weeks)	Self-study and coaching
➤ Performance Reviews			
➤ Department Manager Leadership Capstone Course	2 days		
DM Learning Plan - Total Time	3 days	88 hours (44 weeks)	
GENERAL MANAGER (GM) Learning Plan			
Prerequisites: Completion of all DM courses			
GM Orientation		12 hours (6 weeks)	Self-study and coaching
GM Business Leadership Curriculum: 1st Semester		28 hours (14 weeks)	Self-study and coaching
GM Business Leadership Curriculum: 2nd Semester		28 hours (14 weeks)	Self-study and coaching
GM Business Leadership Capstone pre-work		6 hours (3 weeks)	Self-study
GM Business Leadership Capstone Course	5 days		Hamburger University
GM Business Leadership Capstone post-work		6 hours (3 weeks)	Self-study and coaching
GM Learning Plan - Total Time	5 days	80 hours (40 weeks)	

*Time estimates are generally based on spending 2 hours in self-study, development, and coaching per week. For example, if you were completing the Shift Manager learning plan, the Shift Manager orientation will include approximately 4 hours of self-study and coaching, which generally will be completed over 2 weeks. For every 2 hours of self-study, development, and coaching, you are required to spend one additional hour of walk-through time with managers at the restaurant to ensure your understanding of the assigned learning.

Item 12

Territory

McDonald's franchises contain a limited grant of authority to use the McDonald's System in the operation of the specific restaurant developed by McDonald's at that address. The Franchise Agreement does not contain any exclusive grant, exclusive area, exclusive territorial rights, protected territory, or any right to exclude, control, or impose conditions on the location or development of future McDonald's restaurants at any time. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. The sales and customer trading patterns which a restaurant experiences at any particular time are subject to change by reason of many factors, including our ongoing development of the marketing network of McDonald's restaurant locations, and do not represent any continuing franchisee entitlement or expectation. McDonald's may establish other franchisee or McOpCo company-owned outlets that may alter customer trading patterns and affect the sales of, and compete with, your location. McDonald's reserves the right to use the Marks (as described in Item 13) in any other channel of distribution. For example, McDonald's will test the sale of McCafé packaged coffee in supermarkets and other retail outlets, including McDonald's restaurants, and via e-commerce. McDonald's reserves the right to sell other similar goods and services under the Marks or under different trademarks and service marks. Internal policies which McDonald's may apply and modify periodically in connection with decisions to develop new restaurants are not part of the Franchise Agreement and do not involve any contract right granted to you.

Item 13

Trademarks

We grant you the right to use many commercially valuable trademarks, trade names, service marks, logos, and other commercial symbols (collectively "Marks") that are material to the operation of your restaurant.

The following Marks have been registered with the United States Patent and Trademark Office on the Principal Register. All required affidavits of use and applications for renewal have been filed and accepted. Those Marks which have been registered for more than 6 years have become incontestable.

We believe the following Marks are the principal marks you will use to identify your restaurant.

<u>Trade/Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class U.S./Int.</u>	<u>Sec. 8/15 Affid.</u>
THE GOLDEN ARCHES	1,250,082	08/30/83	100/42	08/30/88-89
THE GOLDEN ARCHES LOGO	893,440	06/23/70	100/42	06/23/75-76
MCDONALD'S (Name)	743,572	01/08/63	100/42	10/22/68-69
MCDONALD'S and GOLDEN ARCHES LOGO (Sign Design)	1,287,408	07/24/84	100/42	07/24/89-90

The grant of rights under the McDonald's System includes the non-exclusive right to use all the Marks in connection with the operation of your restaurant.

We do not own the Marks. We are licensed by our affiliate, Restaurant Brands, LLC, to use and license the use of the Marks in the U.S. in connection with McDonald's restaurants. This license lasts for 20 years from the effective date of that license, with automatic renewals, and may be terminated only by agreement, if we become the subject of any insolvency proceedings or if we fail to use the Marks as prescribed by Restaurant Brands. Periodically, additional Marks may be adopted and/or registered that are considered important to our business, and we may incorporate some but not all of them into the McDonald's System.

There currently are no decisions of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court which affect your right to use the Marks.

There is currently no pending infringement, opposition, or cancellation proceeding nor any material litigation involving such Marks the outcome of which is relevant to their use in the state in which your restaurant is to be located.

Other than our license with Restaurant Brands, there currently are no agreements that significantly limit our rights to use or license the use of the Marks in the U.S. in a manner material to the franchise. You must follow our rules when you use the Marks. You cannot use our name or any Mark as part of the name of your operating company, or with any modifying words, designs, or symbols (except those we approve).

There is no obligation under the Franchise Agreement to notify us of any use by others of names or marks which are identical or confusingly or deceptively similar to any of the Marks. While there is no obligation under the Franchise Agreement to take affirmative action, we consider the Marks to be a valuable property right and we continually work, in cooperation with our affiliates, to protect the Marks against infringement by others and to protect your right to use the Marks. Restaurant Brands or our predecessor has the right to control administrative proceedings or litigation involving the Marks. To our knowledge there currently are no superior prior rights or infringing uses of the Marks that would materially affect your use of the Marks in the operation of your restaurant.

We have no obligation under the Franchise Agreement to protect you against, participate in your defense of, or to reimburse you for, any damages which you are held liable for in any proceeding arising out of your use of the Marks. We may at any time require you to limit and/or modify your use of the Marks. In this event, we are not obligated under the Franchise Agreement to reimburse you for the cost incurred due to the modification or discontinuance of use of the Marks.

Item 14

Patents, Copyrights, and Proprietary Information

No patents are required to be disclosed in this Item.

We or our predecessor claim copyrights in the O&T Manual and various menus, advertising and marketing materials, and similar items used in operating your restaurant. These copyrighted materials have not been registered with the U.S. Registrar of Copyrights, and do not need to be registered at this time. Currently there are no decisions of the U.S. Copyright Office (Library of Congress), and no pending infringement proceedings or material litigation involving the copyrighted works that could affect your use of them. Any copyrighted works that we do not own are licensed to us by our predecessor. This license may be terminated only by agreement, if we become the subject of any insolvency proceedings, or if we breach the terms of our license agreement with our predecessor. Other than our license with our predecessor, there currently are no agreements that significantly limit our rights to use or license the use of the copyrighted works in the U.S.

You have no obligation under the Franchise Agreement to notify us of any apparent infringement of or challenge to your use of any copyrighted works, or of any person's claim of any rights in any copyrighted works. Although there is no obligation under the Franchise Agreement for us to take affirmative action, we consider the copyrighted works to be valuable property and we continually work, in cooperation with our predecessor, to protect against infringement by others and to protect your rights of use. Our predecessor has the right to control all litigation involving the copyrighted works it licenses to us, including the O&T Manual. We have no obligation under the Franchise Agreement to protect you against, participate in your defense of, or to reimburse you for, any damages that you are held liable for in any proceeding arising out of your use of any copyrighted works.

We may modify or discontinue using any copyrighted works, and/or use additional or substitute copyrighted works, and you must comply with our directions for any modification or discontinuance after receiving notice from us. We are not obligated under the Franchise Agreement to reimburse you for any costs incurred due to any modification or discontinuance of any copyrighted works.

McDonald's O&T Manual and other materials in the McDonald's System contain trade secrets and confidential and proprietary information. This information includes, but is not limited to: methods, formats,

specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating McDonald's restaurants; real estate and development plans; marketing plans, research, advertising and promotional programs for McDonald's restaurants; knowledge of suppliers, methods of ordering and specifications for products, materials, and supplies; knowledge of the operating results, financial information, and financial performance information; customer communication and retention programs; graphic designs; intellectual property; recipes, formulae and food preparation processes; information generated by, or used or developed in, the operation of a restaurant; and any other information McDonald's may designate as confidential or proprietary. You must follow our rules when you use the O&T Manual and any other confidential and proprietary information. You must keep them absolutely confidential at all times, and you must take all reasonable steps to prevent improper disclosure to others.

In addition, you must not disclose (unless approved or required by McDonald's) financial performance, operating results, or sales information (collectively, the "Financial Information") relating to your McDonald's restaurant where: (a) McDonald's has not publicly disclosed its financial performance for the period; (b) it is reasonably foreseeable that such Financial Information will be consolidated with the Financial Information of other McDonald's restaurants; and (c) it is reasonably foreseeable that the Financial Information or consolidated Financial Information will be made public and/or be used to influence investment decisions regarding McDonald's common stock.

Using McDonald's confidential and proprietary information or the Financial Information in an unauthorized manner is strictly prohibited. Failure to maintain the confidentiality of this information and/or the unauthorized use or disclosure of this information may lead to civil or criminal prosecution as well as the termination of the Franchise Agreement.

Item 15

Obligation to Participate in the Actual Operation of the Franchise Business

We require you to provide full time and best efforts to, and personal on-premises supervision of, the day-to-day operation of your McDonald's restaurant business. This duty is stated in paragraphs 1(e) and 13 of the Franchise Agreement.

Item 16

Restrictions on What the Franchisee May Sell

You may sell only products authorized by McDonald's and use the premises only as a McDonald's restaurant. In the dispensing and sale of these products, you may use only packaging, paper goods, ingredients, and handling and preparation methods that meet the McDonald's System specifications and quality standards which we may designate and modify. We have the right to add, delete, or change authorized products that you are required to offer. There are no limits on our right to do so. See Items 8 and 9.

The McDonald's System is a comprehensive restaurant system for the retailing of a limited menu of uniform and quality food and beverage products, which McDonald's may modify at any time at its discretion. You must operate the restaurant in conformity with the entire McDonald's System at all times, including serving at the restaurant a designated menu of food and beverage products; uniformity of food specifications, preparation methods, quality, and appearance; and uniformity of facilities and service. See Items 8 and 9.

We impose no limitations on the customers to whom you may sell goods and services, provided that you adopt and use the McDonald's System only at the specific restaurant developed by McDonald's and franchised to you. See Item 12.

Item 17
Renewal, Termination, Transfer, and Dispute Resolution

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

You should remember that the franchise consists of a Franchise Agreement and Exhibit A to that agreement, known as an Operator's Lease. The summaries which appear below refer to each of these documents separately, but they should be read and considered as a whole.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 2	Traditional term is generally 20 years. Satellite term varies. STO and STR terms are generally 10 years. BFL term is generally 3 years.
b. Renewal or extension of the term	Section 28(a) See Exhibit L for explanation of McDonald's current Rewrite (New Term) Policy	You have no right to renew or extend. The Rewrite (New Term) Policy is not part of the Franchise Agreement. It is subject to change in McDonald's sole discretion. Its application will differ depending upon the facts and circumstances involved and is not a contract right between you and McDonald's. See Notes 2 and 3 and Exhibit M.
c. Requirements for franchisee to renew or extend	Not Applicable	You have no right to renew or extend.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Sections 18 and 19	McDonald's can terminate only if you commit any 1 of several listed violations or repeatedly breach the Franchise Agreement.
g. "Cause" defined – curable defaults	Not Applicable	Not Applicable
h. "Cause" defined – non-curable defaults	Sections 18 and 19	Material Breaches include: failure to maintain the restaurant in a good, clean, wholesome manner and in compliance with McDonald's standards; you become bankrupt; any amount owing to McDonald's is not paid within 30 days of due date; judgment in excess of \$5,000 outstanding against you for more than 30 days; right of possession of restaurant is lost; violation of franchise restrictions; knowing sale of foods other than those approved by McDonald's or which fail to conform to McDonald's standards; transfer of franchise without McDonald's prior consent; McDonald's is denied access to restaurant; failure to make prompt payment of undisputed invoices; misrepresentation relating to ownership or acquisition of franchise; conduct that damages McDonald's reputation; conviction of felony; intentional under-reporting of Gross Sales; repeated other breaches.
i. Franchisee's obligations on termination/non-renewal	Section 20	For 30 days and at McDonald's request you must: sell us the furniture, fixtures, signs, and equipment for fair market value (no payment for intangible assets); return business manuals and other confidential material; cease using the McDonald's System and trademarks (also see r).

Provision	Section in franchise or other agreement	Summary
j. Assignment of contract by franchisor	Not Applicable	Assignable by McDonald's as a matter of common law; no separate provision required.
k. "Transfer" by franchisee – defined	Sections 15 and 19	Includes direct, indirect, or contingent transfer, in whole or in part, of any interest in the franchise.
l. Franchisor approval of transfer by franchisee	Not Applicable	Transfers require McDonald's approval, subject to the terms stated in the Franchise Agreement, Assignment to an Entity, and Assignment Agreement (see Exhibits H and I). Also see Note 2.
m. Conditions for franchisor approval of transfer	Sections 15 and 19	New franchisee qualifies; service fee increases to the current fee; new franchisee assumes full and unconditional liability; you remain personally liable for the remainder of the term; no current breach.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15(c)	McDonald's can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Sections 15(a) and 20	Purchase business only if we have been managing your restaurant for 1 year after your death or disability; purchase certain assets upon termination.
p. Death or disability of franchisee	Section 15(a)	Franchise may be assigned to any approved purchaser or spouse, heirs, or nearest blood relative who is a qualified franchisee (see m). Also see Note 1.
q. Non-competition covenants during the term of the franchise	Section 11	No involvement in competing or similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section 11	No competing business for 18 months within 10 miles (including after assignment or sale).
s. Modification of the agreement	Section 26	No modifications generally but O&T Manual subject to change.
t. Integration/merger clause	Sections 28(c), 28(e), 28(f), 28(h), and 28(i)	Only the terms of the Franchise Agreement are binding (subject to state law). No other promises have been made, but nothing in the Franchise Agreement disclaims any representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Not Applicable	Not Applicable
w. Choice of law	Section 27	The Franchise Agreement is interpreted and governed by Illinois law (with specific exceptions stated in the Franchise Agreement).

Note 1 We are not obligated by the Franchise Agreement to do so, but if your spouse wishes to train to become qualified after your death or disability, we will work with your spouse for up to 18 months (as long as we determine that adequate progress is being made) so that your spouse can attempt to become approved to operate the restaurant.

Note 2 We are not obligated by the Franchise Agreement to do so, but if an existing traditional McDonald's franchise is transferred to you (in other words, if you purchase an existing restaurant from another franchisee) with our approval and you remodel, in accordance with McDonald's specifications, the restaurant within 12 months or, if impractical, commit in writing to remodel within 6 months and complete the remodel within a reasonable time thereafter, we may offer you a new 20-year franchise term after considering whether the restaurant has been identified for relocation or rebuild; the age of the restaurant building; whether there is sufficient real estate tenure; whether you have had any previous ownership in the franchise; and such other criteria as we establish from time to time. The restaurant cannot have already previously been remodeled and you also must have fully completed any required

reinvestment within the time frame established by us. In this case, a rent adjustment and a prorated initial franchise fee may apply based on the new term.

Note 3 Under a BFL franchise, if you have a conditional option to purchase certain restaurant assets, the conditions are met, and you exercise the option, your franchise will be extended for up to 20 years after the beginning of the term (based on available real estate tenure).

This table lists certain important provisions of the Operator's Lease.

Provision	Section in Operator's Lease	Summary
a. Length of the franchise term	Section 1.01	
b. Renewal or extension of the term	Not Applicable	
c. Requirements for franchisee to renew or extend	Not Applicable	
d. Termination by franchisee	Not Applicable	
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	Section 7.04	McDonald's can terminate only if franchisee defaults.
g. "Cause" defined – curable defaults	Section 7.04	You have 10 days to cure default of any covenant or agreement other than that listed in h.
h. "Cause" defined – non-curable defaults	Sections 3.03(A) and 7.04	Failure to pay rent; failure to submit required reports; failure to comply with Franchise Agreement; abandonment; bankruptcy.
i. Franchisee's obligations on termination/non-renewal	Sections 5.02 and 7.04	Subject to the option to purchase contained in the Franchise Agreement, remove all equipment and fixtures; continue to pay rent on termination.
j. Assignment of contract by franchisor	Not Applicable	Assignable by McDonald's as a matter of common law; no separate provision required.
k. "Transfer" by franchisee – defined	Not Applicable	
l. Franchisor approval of transfer by franchisee	Section 4.06	No assignment without McDonald's consent and only in accordance with the Franchise Agreement (see l and m under Franchise Agreement).
m. Conditions for franchisor approval of transfer	Not Applicable	See l and m under Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	See n under Franchise Agreement.
o. Franchisor's option to purchase franchisee's business	Not Applicable	See o under Franchise Agreement.
p. Death or disability of franchisee	Not Applicable	See p under Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Not Applicable	See q under Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	See r under Franchise Agreement.
s. Modification of the agreement	Section 8.07	No modifications, except in writing.
t. Integration/merger clause	Section 8.07	Only the terms of the Franchise Agreement and Operator's Lease are binding (subject to state law). Any other promises may not be enforceable, but nothing in the Operator's Lease disclaims any representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	

Provision	Section in Operator's Lease	Summary
v. Choice of forum	Not Applicable	
w. Choice of law	Section 8.06	The Franchise Agreement and Operator's Lease are interpreted and governed by Illinois law (with specific exceptions stated in the Franchise Agreement).

Item 18 Public Figures

McDonald's does not use any public figure to promote our franchise.

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 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 outlet 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.

Of the approximately 11,984 domestic traditional McDonald's restaurants opened at least 1 year as of December 31, 2012, approximately 73% had annual sales volumes in excess of \$2,200,000; approximately 62% had annual sales volumes in excess of \$2,400,000; and approximately 51% had annual sales volumes in excess of \$2,600,000 during 2012. The average annual sales volume of domestic traditional McDonald's restaurants open at least 1 year as of December 31, 2012, was \$2,664,000 during 2012. The highest and lowest annual sales volume in 2012 for these domestic traditional McDonald's restaurants was \$10,296,000 and \$355,000, respectively.

The pro forma statements included below show annual sales volumes of \$2,200,000, \$2,400,000, and \$2,600,000. These pro forma statements have been derived from independent franchisee traditional restaurant financial statements to provide information relevant to a prospective franchisee (see Note 1). Specific assumptions used in the presentation of these pro forma statements are indicated above and below each statement.

The pro forma statements are based upon a total of 8,754 independent franchisee traditional restaurants open and operated by a franchisee for at least 1 year. **A FRANCHISEE'S INDIVIDUAL FINANCIAL RESULTS MAY DIFFER FROM THE RESULTS STATED IN THE PRO FORMA STATEMENTS FOR THE REASONS DESCRIBED IN THIS ITEM OR FOR OTHER REASONS.** Substantiation of the data used in preparing the earnings claims, including computations of all actual or average profit or earnings, will be made available to prospective franchisees upon reasonable request.

It is anticipated that the information reported in these pro forma statements reflects the operating results before occupancy costs for independent franchisee restaurants open for at least 1 year. However, the operating income before occupancy cost figures appearing below should not be construed as the financial results or "profit" before occupancy costs which might be experienced by a franchisee with a similar sales volume or an indication that any particular sales volume will be obtained. An individual franchisee is likely to experience operating expense variations including, but not limited to, general insurance, legal and accounting fees, labor costs, and store management benefits (life and health insurance, etc.). Additionally, market conditions, operational and management methods employed by a franchisee, different geographic areas of the country, and menu price variations may significantly affect operating results. The nature of these variables makes it difficult to estimate the financial results for any particular franchisee or location.

PRODUCT SALES (see Note 2)	\$2,200,000	100.0%	\$2,400,000	100.0%	\$2,600,000	100.0%
TOTAL COST OF SALES	692,000	31.5%	753,000	31.4%	815,000	31.3%
GROSS PROFIT	1,508,000	68.5%	1,647,000	68.6%	1,785,000	68.7%
OTHER OPERATING EXPENSES (excluding rent, service fees, depreciation and amortization (D&A), interest, and income taxes)*	938,000	42.6%	1,003,000	41.8%	1,069,000	41.1%
OPERATING INCOME BEFORE OCCUPANCY COSTS (excluding rent, service fees, D&A, interest, and income taxes) (see Note 3)**	570,000	25.9%	643,000	26.8%	716,000	27.6%

Of the 8,754 independent franchisee traditional restaurants included in the pro forma statements above, approximately 42% had operating income before occupancy costs greater than \$570,000; approximately 30% had operating income before occupancy costs greater than \$643,000; and approximately 21% had operating income before occupancy costs greater than \$716,000.

*** OTHER OPERATING EXPENSES** — Includes, but is not limited to, the following costs: labor, franchisee's salary as manager, payroll taxes, advertising fee (as described in Item 6), promotion, outside services, linen, operating supplies, small equipment, maintenance and repair, utilities, office supplies, legal and accounting fees, insurance, real estate and personal property taxes, business operating licenses, and non-product income or expense. This is a combination of the Total Controllable Expenses and Other Operating Expenses excluding rent, service fees, D&A, and interest included in our typical store financial statements.

**** OPERATING INCOME BEFORE OCCUPANCY COSTS** — Represents Operating Income excluding rent, service fees, D&A, interest, and income taxes. The rent paid to McDonald's will vary based upon sales and McDonald's investment in land, site improvements, and building costs. Refer to Item 6 for information regarding franchise fees (including rent and service fees paid to McDonald's). D&A and interest will vary based upon the purchase price and required reinvestment of the specific restaurant acquired. Refer to Item 7 for a description of investment costs.

Additionally, organization overhead costs such as salaries and benefits of non-restaurant personnel (if any), cost of an automobile used in the business (if any), and other discretionary expenditures may significantly affect profits realized in any given operation. The nature of these variables makes it difficult to estimate the performance for any particular restaurant with sales of any given volume.

THESE SALES, PROFITS, OR EARNINGS ARE AVERAGES OF SPECIFIC RESTAURANTS AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR POTENTIAL SALES, PROFITS, OR EARNINGS THAT WILL BE REALIZED BY ANY OTHER FRANCHISEE. McDONALD'S DOES NOT REPRESENT THAT ANY FRANCHISEE CAN EXPECT TO ATTAIN THESE SALES, PROFITS, OR EARNINGS.

Note 1 — Data for McOpCo company restaurants is not included in the pro forma statements because of certain expenses that are typically incurred by a McOpCo-operated restaurant that are not incurred by restaurants franchised to individuals. If data for McOpCo-operated restaurants open for at least 1 year were included along with franchised restaurants, the percent of total restaurants in each category would not be statistically different and the range of Operating Income Before Occupancy Costs would be \$587,000 to \$734,000.

Note 2 — The description of this line, "Product Sales," is to clarify that only product sales are included. Non-product sales and associated costs are included in Other Operating Expenses.

Note 3 — We are not presenting average occupancy costs in the above calculation because a wide variety of rent charts and ownership options exist. In addition, the effective rent paid by a franchisee may be more in any particular month than the stated percent rent indicated in the franchisee's lease because a portion of the rent may be fixed regardless of the sales level for a given month. The range of effective rent percentages in 2012 for franchised restaurants was 0% to 37.31%. Refer to Item 6 for a description of rents.

Item 20
Outlets and Franchisee Information

Table No. 1
Systemwide Outlet Summary
For years 2010 to 2012

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2010	12,381	12,469	+88
	2011	12,469	12,544	+75
	2012	12,544	12,601	+57
Company-Owned	2010	1,576	1,547	-29
	2011	1,547	1,549	+2
	2012	1,549	1,550	+1
Total Outlets	2010	13,957	14,016	+59
	2011	14,016	14,093	+77
	2012	14,093	14,151	+58

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) (1)
For years 2010 to 2012

State	Year	Number of Transfers
Alabama	2010	5
	2011	8
	2012	18
Alaska	2010	2
	2011	0
	2012	0
Arizona	2010	25
	2011	13
	2012	30
Arkansas	2010	5
	2011	8
	2012	5
California	2010	51
	2011	55
	2012	68
Colorado	2010	2
	2011	8
	2012	5
Connecticut	2010	6
	2011	2
	2012	3
Delaware	2010	0
	2011	0
	2012	1
District of Columbia	2010	2
	2011	0
	2012	0
Florida	2010	22
	2011	7
	2012	28
Georgia	2010	46
	2011	14
	2012	21

State	Year	Number of Transfers
Hawaii	2010	0
	2011	0
	2012	0
Idaho	2010	0
	2011	1
	2012	3
Illinois	2010	27
	2011	17
	2012	13
Indiana	2010	4
	2011	20
	2012	4
Iowa	2010	17
	2011	25
	2012	20
Kansas	2010	10
	2011	5
	2012	19
Kentucky	2010	7
	2011	7
	2012	16
Louisiana	2010	12
	2011	29
	2012	10
Maine	2010	9
	2011	8
	2012	5
Maryland	2010	14
	2011	3
	2012	13
Massachusetts	2010	19
	2011	26
	2012	1
Michigan	2010	16
	2011	22
	2012	55
Minnesota	2010	8
	2011	7
	2012	8
Mississippi	2010	6
	2011	8
	2012	0
Missouri	2010	13
	2011	3
	2012	16
Montana	2010	0
	2011	0
	2012	0
Nebraska	2010	3
	2011	0
	2012	5
Nevada	2010	2
	2011	1
	2012	3
New Hampshire	2010	0
	2011	30
	2012	1

State	Year	Number of Transfers
New Jersey	2010	3
	2011	2
	2012	8
New Mexico	2010	2
	2011	4
	2012	0
New York	2010	32
	2011	39
	2012	59
North Carolina	2010	28
	2011	14
	2012	27
North Dakota	2010	0
	2011	0
	2012	0
Ohio	2010	19
	2011	6
	2012	22
Oklahoma	2010	9
	2011	19
	2012	4
Oregon	2010	2
	2011	0
	2012	8
Pennsylvania	2010	23
	2011	16
	2012	33
Rhode Island	2010	0
	2011	0
	2012	1
South Carolina	2010	15
	2011	2
	2012	16
South Dakota	2010	3
	2011	0
	2012	0
Tennessee	2010	26
	2011	10
	2012	11
Texas	2010	94
	2011	25
	2012	55
Utah	2010	5
	2011	8
	2012	7
Vermont	2010	0
	2011	14
	2012	0
Virginia	2010	10
	2011	4
	2012	14
Washington	2010	7
	2011	7
	2012	2
West Virginia	2010	3
	2011	2
	2012	1

State	Year	Number of Transfers
Wisconsin	2010	8
	2011	13
	2012	34
Wyoming	2010	1
	2011	2
	2012	0
Guantanamo Bay	2010	0
	2011	0
	2012	0
Northern Mariana Islands	2010	0
	2011	0
	2012	0
Total	2010	623
	2011	514
	2012	673

- (1) Included are "spin" transactions in which we or an affiliate acquired the restaurant from one franchisee and immediately sold the restaurant to another franchisee without our ever having operated the restaurant.

Table No. 3
Status of Franchised Outlets
For years 2010 to 2012

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non-Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
Alabama	2010	242	4	0	1	0	0	245
	2011	245	6	0	1	0	0	250
	2012	250	5	1	4	0	0	250
Alaska	2010	31	0	0	0	0	0	31
	2011	31	1	1	0	0	0	31
	2012	31	0	0	0	0	0	31
Arizona	2010	258	4	1	0	0	1	260
	2011	260	3	1	0	0	0	262
	2012	262	9	0	1	0	0	270
Arkansas	2010	162	5	0	0	0	1	166
	2011	166	2	2	0	0	0	166
	2012	166	10	0	2	0	1	173
California	2010	1,236	10	6	3	0	2	1,235
	2011	1,235	11	1	2	0	1	1,242
	2012	1,242	19	9	9	3	1	1,239
Colorado	2010	193	7	2	0	0	0	198
	2011	198	4	0	2	0	1	199
	2012	199	2	0	2	0	1	198
Connecticut	2010	139	1	2	1	0	0	137
	2011	137	0	0	0	0	0	137
	2012	137	1	2	0	0	0	136
Delaware	2010	32	1	0	0	0	0	33
	2011	33	0	1	0	0	0	32
	2012	32	1	0	0	0	1	32
District of Columbia	2010	31	0	0	0	0	0	31
	2011	31	0	1	0	0	0	30
	2012	30	0	0	0	0	0	30
Florida	2010	680	7	0	0	0	0	687
	2011	687	14	1	3	0	3	694
	2012	694	21	3	9	0	2	701

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non- Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
Georgia	2010	384	12	3	0	0	0	393
	2011	393	8	0	0	0	2	399
	2012	399	13	0	1	0	0	411
Hawaii	2010	53	1	1	0	1	0	52
	2011	52	1	1	0	1	0	51
	2012	51	2	1	1	0	0	51
Idaho	2010	58	1	0	0	0	0	59
	2011	59	1	0	0	0	0	60
	2012	60	3	0	0	0	0	63
Illinois	2010	551	6	0	0	0	0	557
	2011	557	6	2	0	0	1	560
	2012	560	8	1	2	0	0	565
Indiana	2010	280	7	0	0	1	1	285
	2011	285	4	1	0	5	0	283
	2012	283	3	0	2	0	1	283
Iowa	2010	139	2	0	0	0	1	140
	2011	140	2	0	0	0	0	142
	2012	142	2	0	0	0	0	144
Kansas	2010	143	1	1	0	0	0	143
	2011	143	0	0	0	0	0	143
	2012	143	2	1	1	0	1	142
Kentucky	2010	211	3	0	0	0	0	214
	2011	214	1	0	0	0	0	215
	2012	215	2	0	2	0	0	215
Louisiana	2010	225	6	0	0	0	0	231
	2011	231	2	0	1	0	0	232
	2012	232	5	0	1	0	0	236
Maine	2010	60	2	2	1	0	0	59
	2011	59	2	0	0	0	0	61
	2012	61	1	0	0	0	0	62
Maryland	2010	221	2	0	0	0	0	223
	2011	223	11	2	0	0	5	227
	2012	227	6	1	0	0	0	232
Massachusetts	2010	221	1	3	2	0	0	217
	2011	217	4	1	0	18	0	202
	2012	202	2	1	4	0	1	198
Michigan	2010	441	9	2	0	0	0	448
	2011	448	4	0	1	0	1	450
	2012	450	6	4	0	0	1	451
Minnesota	2010	176	5	0	0	0	0	181
	2011	181	3	0	1	0	0	183
	2012	183	6	1	2	2	0	184
Mississippi	2010	128	5	0	1	0	2	130
	2011	130	5	0	0	0	2	133
	2012	133	3	0	1	0	0	135
Missouri	2010	283	5	0	0	0	0	288
	2011	288	5	1	0	0	2	290
	2012	290	0	0	2	1	0	287
Montana	2010	47	1	0	0	0	0	48
	2011	48	1	0	0	0	0	49
	2012	49	0	2	0	0	0	47
Nebraska	2010	58	1	0	0	0	0	59
	2011	59	0	0	0	0	0	59
	2012	59	3	0	0	0	0	62

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non-Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
Nevada	2010	127	4	0	0	0	1	130
	2011	130	1	0	1	0	0	130
	2012	130	2	5	1	0	0	126
New Hampshire	2010	59	1	1	0	0	0	59
	2011	59	0	0	0	0	0	59
	2012	59	0	0	0	0	0	59
New Jersey	2010	245	5	6	2	0	0	242
	2011	242	0	1	2	0	0	239
	2012	239	5	3	1	0	1	239
New Mexico	2010	98	1	0	0	0	0	99
	2011	99	0	1	0	0	0	98
	2012	98	1	0	0	0	0	99
New York	2010	668	1	0	1	0	0	668
	2011	668	4	4	0	0	2	666
	2012	666	4	6	3	21	2	638
North Carolina	2010	384	7	2	0	0	1	388
	2011	388	10	0	1	0	1	396
	2012	396	6	0	1	0	0	401
North Dakota	2010	23	1	0	0	0	0	24
	2011	24	0	0	0	0	0	24
	2012	24	0	0	0	0	0	24
Ohio	2010	542	6	0	2	0	0	546
	2011	546	5	1	2	0	2	546
	2012	546	12	2	2	0	3	551
Oklahoma	2010	173	9	3	0	0	0	179
	2011	179	6	0	0	3	0	182
	2012	182	5	1	3	0	1	182
Oregon	2010	168	0	3	0	0	0	165
	2011	165	0	1	0	0	0	164
	2012	164	4	0	0	0	1	167
Pennsylvania	2010	474	6	3	2	0	0	475
	2011	475	3	0	0	0	0	478
	2012	478	4	4	1	0	1	476
Rhode Island	2010	32	0	0	0	0	0	32
	2011	32	0	0	0	0	0	32
	2012	32	1	0	0	0	0	33
South Carolina	2010	208	5	0	0	0	1	212
	2011	212	4	0	0	0	1	215
	2012	215	8	0	0	0	0	223
South Dakota	2010	30	0	0	0	0	0	30
	2011	30	0	0	0	0	0	30
	2012	30	0	0	0	0	0	30
Tennessee	2010	298	2	1	0	0	0	299
	2011	299	3	1	0	0	0	301
	2012	301	11	0	8	0	1	303
Texas	2010	1,061	28	7	0	29	0	1,053
	2011	1,053	27	7	1	0	1	1,071
	2012	1,071	39	7	11	2	1	1,089
Utah	2010	109	1	0	1	0	0	109
	2011	109	3	0	0	0	0	112
	2012	112	3	0	0	0	1	114
Vermont	2010	28	0	0	0	0	0	28
	2011	28	0	0	0	0	0	28
	2012	28	0	0	0	0	0	28

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non-Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
Virginia	2010	368	7	0	5	0	0	370
	2011	370	4	1	0	0	1	372
	2012	372	6	1	0	0	0	377
Washington	2010	229	3	2	1	0	0	229
	2011	229	1	0	0	0	0	230
	2012	230	1	2	0	0	0	229
West Virginia	2010	84	3	0	0	0	1	86
	2011	86	2	0	0	0	0	88
	2012	88	0	1	1	0	0	86
Wisconsin	2010	261	6	0	0	0	1	266
	2011	266	5	0	0	0	1	270
	2012	270	1	1	1	0	0	269
Wyoming	2010	26	1	0	0	0	0	27
	2011	27	1	0	0	0	0	28
	2012	28	1	0	1	0	1	27
Guantanamo Bay	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Northern Mariana Islands	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
Total Outlets	2010	12,381	206	51	23	31	13	12,469
	2011	12,469	180	33	18	27	27	12,544
	2012	12,544	249	60	80	29	23	12,601

- (1) Substantially all of the Terminations are as a result of closings of restaurants by mutual agreement during the franchise term.
- (2) Franchisees are not given the right to renew or extend the franchise at the end of the term. At McDonald's sole discretion, a franchisee may or may not be offered a new term franchise. If we do not grant a new term franchise, the franchisee has the opportunity to sell the franchise during the remaining term, and a qualified purchaser is allowed to enter into a new term Franchise Agreement. These transactions are not included as Non-Renewals. Substantially all of the Non-Renewals are as a result of closings of restaurants by mutual agreement at the end of the franchise term.
- (3) Reacquired by Franchisor does not include "spin" transactions, in which we or an affiliate acquired the restaurant from one franchisee and immediately sold the restaurant to another franchisee without our ever having operated the restaurant.
- (4) Ceased Operations includes Franchise Agreements that were mutually terminated because the franchisee relocated the restaurant to a new site. The existing Franchise Agreement was terminated, and we entered into a Franchise Agreement for the new site with the franchisee.

Table No. 4
Status of Company-Owned Outlets
For years 2010 to 2012

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee (1)	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2010	1	1	0	0	0	2
	2011	2	0	0	0	0	2
	2012	2	1	0	0	0	3
Arizona	2010	17	0	0	0	0	17
	2011	17	0	0	1	0	16
	2012	16	2	0	0	2	16
California	2010	100	1	0	0	0	101
	2011	101	0	0	0	1	100
	2012	100	1	3	0	4	100
Colorado	2010	20	0	0	0	1	19
	2011	19	0	0	0	0	19
	2012	19	0	0	0	0	19
Connecticut	2010	6	0	0	0	0	6
	2011	6	0	0	0	0	6
	2012	6	0	0	0	0	6
Delaware	2010	5	0	0	0	0	5
	2011	5	0	0	0	0	5
	2012	5	0	0	0	0	5
District of Columbia	2010	3	0	0	0	0	3
	2011	3	0	0	0	0	3
	2012	3	0	0	0	0	3
Florida	2010	173	1	0	2	2	170
	2011	170	3	0	1	5	167
	2012	167	4	0	2	4	165
Georgia	2010	62	0	0	1	3	58
	2011	58	3	0	0	2	59
	2012	59	1	0	1	5	54
Hawaii	2010	21	1	1	0	0	23
	2011	23	0	1	0	0	24
	2012	24	0	0	0	0	24
Illinois	2010	115	1	0	1	5	110
	2011	110	1	0	0	3	108
	2012	108	3	0	1	0	110
Indiana	2010	71	0	1	1	6	65
	2011	65	1	5	0	0	71
	2012	71	0	0	0	1	70
Iowa	2010	6	0	0	0	0	6
	2011	6	0	0	0	0	6
	2012	6	0	0	0	0	6
Kansas	2010	9	0	0	0	0	9
	2011	9	0	0	0	0	9
	2012	9	0	0	0	0	9
Kentucky	2010	40	0	0	0	1	39
	2011	39	0	0	0	1	38
	2012	38	0	0	1	0	37
Louisiana	2010	19	0	0	0	3	16
	2011	16	0	0	0	0	16
	2012	16	0	0	0	2	14

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee (1)	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Maryland	2010	79	1	0	0	2	78
	2011	78	0	0	0	4	74
	2012	74	0	0	1	1	72
Massachusetts	2010	30	0	0	0	0	30
	2011	30	0	18	0	0	48
	2012	48	0	0	0	0	48
Michigan	2010	112	0	0	0	6	106
	2011	106	0	0	0	3	103
	2012	103	0	0	0	1	102
Minnesota	2010	41	0	0	0	3	38
	2011	38	0	0	2	0	36
	2012	36	1	2	0	0	39
Mississippi	2010	12	0	0	0	0	12
	2011	12	1	0	0	0	13
	2012	13	0	0	0	0	13
Missouri	2010	32	0	0	0	2	30
	2011	30	0	0	0	0	30
	2012	30	0	1	0	0	31
Montana	2010	0	0	0	0	0	0
	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
Nebraska	2010	23	0	0	0	0	23
	2011	23	0	0	0	0	23
	2012	23	0	0	0	2	21
Nevada	2010	24	0	0	0	1	23
	2011	23	0	0	0	0	23
	2012	23	1	0	0	0	24
New Jersey	2010	25	0	0	1	3	21
	2011	21	0	0	0	0	21
	2012	21	0	0	0	1	20
New York	2010	15	0	0	0	0	15
	2011	15	0	0	0	2	13
	2012	13	0	21	0	0	34
North Carolina	2010	64	2	0	0	0	66
	2011	66	2	0	0	1	67
	2012	67	2	0	2	0	67
Ohio	2010	93	0	0	0	5	88
	2011	88	1	0	1	3	85
	2012	85	1	0	1	3	82
Oklahoma	2010	32	0	0	0	6	26
	2011	26	0	3	0	1	28
	2012	28	0	0	0	0	28
Pennsylvania	2010	57	1	0	0	4	54
	2011	54	0	0	1	0	53
	2012	53	0	0	0	2	51
Rhode Island	2010	0	0	0	0	0	0
	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
South Carolina	2010	3	1	0	0	0	4
	2011	4	0	0	0	0	4
	2012	4	0	0	0	0	4
Tennessee	2010	30	0	0	0	0	30
	2011	30	0	0	0	0	30
	2012	30	0	0	0	0	30

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee (1)	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Texas	2010	84	3	29	0	8	108
	2011	108	3	0	0	3	108
	2012	108	3	2	1	9	103
Virginia	2010	49	0	0	1	1	47
	2011	47	0	0	2	2	43
	2012	43	0	0	0	0	43
Washington	2010	44	0	0	1	0	43
	2011	43	0	0	0	0	43
	2012	43	0	0	0	0	43
West Virginia	2010	16	0	0	0	0	16
	2011	16	1	0	0	1	16
	2012	16	0	0	0	0	16
Wisconsin	2010	35	0	0	0	3	32
	2011	32	0	0	0	1	31
	2012	31	0	0	0	1	30
Guam	2010	8	0	0	0	0	8
	2011	8	0	0	0	0	8
	2012	8	0	0	0	0	8
Total Outlets	2010	1,576	13	31	8	65	1,547
	2011	1,547	16	27	8	33	1,549
	2012	1,549	20	29	10	38	1,550

- (1) Reacquired from Franchisee does not include “spin” transactions, in which we or an affiliate acquired the restaurant from one franchisee and immediately sold the restaurant to another franchisee without our ever having operated the restaurant.

Table No. 5
Projected Openings As Of December 31, 2012(1)

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	4	0
Alaska	0	0	0
Arizona	0	9	0
Arkansas	0	4	0
California	0	23	1
Colorado	0	1	0
Connecticut	0	2	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	0	14	2
Georgia	0	12	0
Hawaii	0	1	0
Idaho	0	2	0
Illinois	0	6	1
Indiana	0	3	2
Iowa	0	2	0
Kansas	0	0	0
Kentucky	0	2	0
Louisiana	0	3	0
Maine	0	0	0
Maryland	0	1	2
Massachusetts	0	1	1

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Michigan	0	3	1
Minnesota	0	7	0
Mississippi	0	2	0
Missouri	0	4	1
Montana	0	1	0
Nebraska	0	0	0
Nevada	0	4	1
New Hampshire	0	3	0
New Jersey	0	2	1
New Mexico	0	3	0
New York	0	8	0
North Carolina	0	13	4
North Dakota	0	1	0
Ohio	0	11	0
Oklahoma	0	2	1
Oregon	0	2	0
Pennsylvania	0	5	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	8	0
Texas	0	27	3
Utah	0	3	0
Vermont	0	0	0
Virginia	0	4	1
Washington	0	4	0
West Virginia	0	0	1
Wisconsin	0	6	0
Wyoming	0	2	0
Guam	0	0	0
Guantanamo Bay	0	0	0
Northern Mariana Islands	0	0	0
Total	0	215	23

- (1) Reflects projections of gross restaurant openings. McDonald's anticipates closing approximately 111 restaurants in 2013.

Attached to this disclosure document as Exhibit R is a list of U.S. franchised restaurants as of December 31, 2012.

Attached to this disclosure document as Exhibit S is a list of the 423 franchisees who had a restaurant franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent completed fiscal year or who have not communicated with us within 10 weeks of the application date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with McDonald's. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Trademark-specific franchisee organizations created, sponsored, or endorsed by McDonald's:

1. National Leadership Council (NLC)
Address: 2111 McDonald's Plaza
Oak Brook, IL 60523
Telephone #: (214) 707-1843
E-Mail Address: nlc.operators@partners.mcd.com
NLC is endorsed by McDonald's.
2. Asian McDonald's Operators Association (AMOA)
Address: 221 Lakeside Drive
Malakoff, TX 75148
Telephone #: (251) 709-2790
E-Mail Address: ebrahim.maghsood@partners.mcd.com
AMOA is endorsed by McDonald's.
3. McDonald's Hispanic Operators Association (MHOA)
Address: 6318 North Spokane
Chicago, IL 60646
Telephone #: (773) 550-1236
E-Mail Address: philip.fuentes@partners.mcd.com
Web Address: www.mhoa-usa.com
MHOA is endorsed by McDonald's.
4. National Black McDonald's Operators Association (NBMOA)
Address: P.O. Box 820668
South Florida, FL 33082-0668
Telephone #: (954) 389-4487
E-Mail Address: nbmoa1@aol.com
Web Address: www.nbmoa.org
NBMOA is endorsed by McDonald's.
5. Women Operators Network (WON)
Address: CHAR, Inc.
811 Gunter Avenue
P.O. Box 878
Guntersville, AL 35976-0878
Telephone #: (256) 582-2849 Ext. 1
E-Mail Address: won.database@partners.mcd.com
WON is endorsed by McDonald's.

Item 21

Financial Statements

Attached to this disclosure document as Exhibit A are the consolidated balance sheets of McDonald's USA, LLC as of December 31, 2012, and December 31, 2011, and the related consolidated statements of income, member's equity, and cash flows for the years ended December 31, 2012, December 31, 2011, and December 31, 2010.

Item 22

Contracts

All agreements used by us regarding the offering of a franchise are attached to this disclosure document as Exhibits B, C, D, E, F, G, H, I, J, K, and M.

Item 23
Receipts

See the Receipts at the end of this disclosure document.

EXHIBITS

EXHIBIT A
FINANCIAL STATEMENTS
Report of Independent Auditors

The Board of Directors
McDonald's USA, LLC

We have audited the accompanying consolidated financial statements of McDonald's USA, LLC, which comprise the consolidated balance sheets as of December 31, 2012 and 2011, and the related consolidated statements of income, changes in member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of McDonald's USA, LLC at December 31, 2012 and 2011, and the consolidated results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

ERNST & YOUNG LLP

Chicago, Illinois

March 15, 2013

McDonald's USA, LLC

Consolidated statement of income

<i>IN MILLIONS</i>	Years ended December 31,		
	2012	2011	2010
REVENUES			
Sales by Company-operated restaurants	\$ 4,530.3	\$ 4,432.6	\$ 4,229.4
Revenues from franchised restaurants	4,283.4	4,095.6	3,882.2
Total revenues	8,813.7	8,528.2	8,111.6
OPERATING COSTS AND EXPENSES			
Company-operated restaurant expense			
Food & paper	1,474.8	1,417.8	1,293.7
Payroll & employee benefits	1,267.5	1,226.8	1,195.6
Occupancy & other operating expenses	905.4	874.4	837.9
Franchised restaurants – occupancy expenses	689.8	659.3	643.2
Selling, general & administrative expenses	781.8	779.1	781.4
Other operating (income) expense, net	(56.0)	(95.4)	(86.7)
Total operating costs and expenses	5,063.3	4,862.0	4,665.1
Operating income before royalty to parent	3,750.4	3,666.2	3,446.5
Royalty expense to parent	711.8	669.4	661.9
Operating income	3,038.6	2,996.8	2,784.6
Interest expense—net of capitalized interest of \$6.3; \$4.5; and \$3.7	51.2	43.7	39.8
Non-operating (income) expense, net	0.5	(1.0)	(0.5)
Income before provision for income taxes	2,986.9	2,954.1	2,745.3
Provision for income taxes	1,172.4	1,135.8	1,052.2
Net income	\$ 1,814.5	\$ 1,818.3	\$ 1,693.1

See Notes to consolidated financial statements.

McDonald's USA, LLC
Consolidated balance sheet

<i>IN MILLIONS</i>	December 31,	
	2012	2011
ASSETS		
Current assets		
Cash and equivalents	\$ 69.8	\$ 54.9
Accounts and notes receivable	427.4	429.1
Inventories, at cost, not in excess of market	28.8	27.4
Prepaid expenses and other current assets	78.2	87.3
Total current assets	604.2	598.7
Other assets		
Investments in affiliates	32.1	42.6
Goodwill	1,294.2	1,254.4
Miscellaneous	107.5	105.0
Total other assets	1,433.8	1,402.0
Property and equipment		
Property and equipment, at cost	14,696.1	13,972.7
Accumulated depreciation and amortization	(5,287.1)	(5,101.0)
Net property and equipment	9,409.0	8,871.7
Total assets	\$ 11,447.0	\$ 10,872.4
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities		
Accounts payable	\$ 147.9	\$ 124.2
Due to parent, net	971.6	9.6
Other taxes	61.3	50.8
Accrued interest, due to parent	48.7	41.1
Accrued payroll and other liabilities	285.9	310.5
Total current liabilities	1,515.4	536.2
Due to parent, net	2,400.0	2,859.5
Other long-term liabilities	485.9	446.1
Deferred income taxes	1,429.6	1,414.5
Member's equity		
Member's capital	5,588.1	5,588.1
Retained earnings	28.0	28.0
Total member's equity	5,616.1	5,616.1
Total liabilities and member's equity	\$ 11,447.0	\$ 10,872.4

See Notes to consolidated financial statements.

McDonald's USA, LLC
Consolidated statement of cash flows

<i>IN MILLIONS</i>	Years ended December 31,		
	2012	2011	2010
Operating activities			
Net income	\$ 1,814.5	\$ 1,818.3	\$ 1,693.1
Adjustments to reconcile to cash provided by operations			
Charges and credits:			
Depreciation and amortization	477.2	446.0	433.0
Deferred income taxes	17.6	147.9	141.6
Other	31.0	(33.4)	18.2
Changes in working capital items:			
Accounts receivable	2.9	(37.1)	(25.5)
Inventories, prepaid expenses and other current assets	(11.8)	(25.7)	(47.8)
Accounts payable	7.0	19.7	(98.0)
Income taxes, state	14.1	4.4	22.1
Other accrued liabilities	(23.0)	(13.2)	19.8
Due to parent, net	979.6	7.3	113.4
Cash provided by operations	3,309.1	2,334.2	2,269.9
Investing activities			
Property and equipment expenditures	(1,065.0)	(786.5)	(530.5)
Purchases of restaurant businesses	(51.1)	(52.8)	(72.2)
Sales of restaurant businesses and property	126.4	171.7	157.8
Other, net	(28.5)	(24.8)	(18.7)
Cash used for investing activities	(1,018.2)	(692.4)	(463.6)
Financing activities			
Loan proceeds from parent	604.7	1,334.4	1,802.9
Loan payments to parent	(1,065.0)	(1,138.4)	(1,539.3)
Long-term financing repayments	(1.2)	(0.4)	1.2
Dividends to parent	(1,814.5)	(1,818.3)	(2,070.5)
Cash used for financing activities	(2,276.0)	(1,622.7)	(1,805.7)
Cash and equivalents increase	14.9	19.1	0.6
Cash and equivalents at beginning of year	54.9	35.8	35.2
Cash and equivalents at end of year	\$ 69.8	\$ 54.9	\$ 35.8
Supplemental cash flow disclosures			
Interest paid (excluding amounts paid to parent)	0.6	4.3	0.0
State income taxes paid (excluding amounts paid to parent)	\$ 83.3	\$ 76.2	\$ 73.9

See Notes to consolidated financial statements.

McDonald's USA, LLC
Consolidated statement of member's equity

<i>IN MILLIONS</i>	Member's capital	Retained earnings	Total member's equity
Balance at January 1, 2010	\$ 5,588.1	\$ 405.4	\$ 5,993.5
Net income	--	1,693.1	1,693.1
Cash dividends to parent	--	(2,070.5)	(2,070.5)
Balance at December 31, 2010	\$ 5,588.1	\$ 28.0	\$ 5,616.1
Net income	--	1,818.3	1,818.3
Cash dividends to parent	--	(1,818.3)	(1,818.3)
Balance at December 31, 2011	\$ 5,588.1	\$ 28.0	\$ 5,616.1
Net income	--	1,814.5	1,814.5
Cash dividends to parent	--	(1,814.5)	(1,814.5)
Balance at December 31, 2012	\$ 5,588.1	\$ 28.0	\$ 5,616.1

See Notes to consolidated financial statements.

Summary of significant accounting policies

Nature of business

McDonald's USA, LLC (the "Company") is a limited liability company that franchises and operates McDonald's restaurants in the food service industry in the United States.

All restaurants are operated either by the Company or by franchisees, including conventional franchisees under franchise arrangements, and affiliates under license agreements.

The Company is a wholly owned subsidiary of McDonald's Corporation (McDonald's). On January 1, 2005, McDonald's contributed assets, net of liabilities, of \$5,548.8 million to the Company. McDonald's has retained legal title to certain of the property and equipment assets, which are in turn used by the Company in accordance with extended intercompany agreements. McDonald's or its affiliates directly own the intellectual property rights in the U.S. and license or sublicense such rights to the Company.

Consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. Investments in affiliates owned 50% or less are accounted for by the equity method.

On an ongoing basis, the Company evaluates its business relationships such as those with franchisees, joint partners, suppliers, and advertising cooperatives to identify potential variable interest entities. Generally, these businesses qualify for a scope exception under the consolidation guidance. The Company has concluded that consolidation of any such entities is not appropriate for the periods presented.

Estimates in financial statements

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Revenue recognition

The Company's revenues consist of sales by Company-operated restaurants and fees from franchised restaurants operated by conventional franchisees and affiliates. Sales by Company-operated restaurants are recognized on a cash basis. The Company presents sales net of sales tax and other sales related tax. Revenues from conventional franchised restaurants and restaurants licensed to affiliates include rent and royalties based on a percent of sales with minimum rent payments, and initial fees. Continuing rent and royalties are recognized in the period earned. Initial fees are recognized upon opening of a restaurant or granting of a new franchise term, which is when the Company has performed substantially all initial services required by the franchise arrangement.

Advertising costs

Advertising costs included in operating expenses of Company-operated restaurants primarily consist of contributions to advertising cooperatives and were (in millions): 2012—\$167.2; 2011—\$161.8; 2010—\$156.1. Production costs for radio and television advertising are expensed when the commercials are initially aired. These production costs as well as other marketing-related expenses included in Selling, general & administrative expenses were (in millions): 2012—\$60.5; 2011—\$57.4; 2010—\$65.9. In addition, significant advertising costs are incurred by franchisees through contributions to advertising cooperatives in individual markets.

Share-based compensation

Share-based compensation includes the portion vesting of all share-based awards granted based on the grant date fair value.

The Company is charged for the share-based compensation expense by McDonald's related to their employees, which was (in millions): 2012—\$29.3; 2011—\$27.7; 2010—\$26.3. As of December 31, 2012, there was \$25.0 million of total

unrecognized compensation cost related to nonvested share-based compensation that is expected to be recognized over a weighted-average period of 2.1 years.

The fair value of each McDonald's stock option granted is estimated on the date of grant using a closed-form pricing model. The following table presents the weighted-average assumptions used in the option pricing model for the 2012, 2011, and 2010 stock option grants. The expected life of the options represents the period of time the options are expected to be outstanding and is based on historical trends. Expected stock price volatility is generally based on the historical volatility of McDonald's stock for a period approximating the expected life. The expected dividend yield is based on McDonald's most recent annual dividend payout. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant with a term equal to the expected life.

Weighted-average assumptions

	2012	2011	2010
Expected dividend yield	2.8%	3.2%	3.5%
Expected stock price volatility	20.8%	21.5%	22.1%
Risk-free interest rate	1.1%	2.8%	2.8%
Expected life of options <i>In years</i>	6.1	6.3	6.2
Fair value per option granted	\$13.65	\$12.18	\$9.90
Number of options granted	1,522,712	1,273,548	1,465,813

The fair value of RSUs granted is equal to the market price of McDonald's stock at date of grant less the present value of expected dividends over the vesting period. Approximately 134,000, 184,000, and 216,000, RSUs were granted with weighted average grant date fair values of \$90.34, \$67.96, and \$56.09, in 2012, 2011, and 2010 respectively.

Property and equipment

Property and equipment are stated at cost, with depreciation and amortization provided using the straight-line method over the following estimated useful lives: buildings—up to 40 years; leasehold improvements—the lesser of useful lives of assets or lease terms which generally include option periods; and equipment—three to 12 years. McDonald's has retained legal title to certain of the property and equipment assets, which are in turn used by the Company in accordance with extended intercompany agreements.

Goodwill

Goodwill represents the excess of cost over the net tangible assets and identifiable intangible assets of acquired restaurant businesses. The Company's goodwill primarily results from purchases of McDonald's restaurants from franchisees.

If a Company-operated restaurant is sold within 24 months of acquisition, the goodwill associated with the acquisition is written off in its entirety. If a restaurant is sold beyond 24 months from the acquisition, the amount of goodwill written off is based on the relative fair value of the business sold compared to the fair value of the reporting unit (McDonald's USA, LLC).

The Company conducts goodwill impairment testing in the fourth quarter of each year or whenever an indicator of impairment exists. Annually or if an indicator of impairment exists (e.g., estimated earnings multiple value of a reporting unit is less than its carrying value), the goodwill impairment test compares the fair value of a reporting unit, generally based on discounted future cash flows, with its carrying amount including goodwill. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss is measured as the difference between the implied fair value of the reporting unit's goodwill and the carrying amount of goodwill. Historically, goodwill impairment has not significantly impacted the consolidated financial statements.

The following table presents the 2012 activity in goodwill:

<i>IN MILLIONS</i>	
Balance at December 31, 2011	\$ 1,254.4
Net Restaurant purchases (sales)	39.8
Balance at December 31, 2012	\$ 1,294.2

Long-lived assets

Long-lived assets are reviewed for impairment annually in the fourth quarter and whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. For purposes of annually reviewing the Company's restaurant assets for potential impairment, assets are initially grouped together at a television market level. The Company manages its restaurants as a group or portfolio with significant common costs and promotional activities; as such, an individual restaurant's cash flows are not generally independent of the cash flows of others in a market. If an indicator of impairment (e.g., negative operating cash flows for the most recent trailing 24-month period) exists for any television market's assets, an estimate of undiscounted future cash flows produced by each individual restaurant within the television market is compared to its carrying value. If an individual restaurant is determined to be impaired, the loss is measured by the excess of the carrying amount of the restaurant over its fair value as determined by an estimate of discounted future cash flows.

Losses on assets held for disposal are recognized when management and McDonald's Board of Directors, as required, have approved and committed to a plan to dispose of the assets, the assets are available for disposal, the disposal is probable of occurring within 12 months, and the net sales proceeds are expected to be less than its net book value, among other factors. Generally, such losses relate to restaurants that have closed and ceased operations as well as other assets that meet the criteria to be considered "available for sale".

Income taxes

The Company's earnings will be included in McDonald's consolidated U.S. federal income tax return. For state income tax returns, depending on the laws of each state, the Company's earnings may be combined with the earnings of the McDonald's consolidated group or the Company may file its own state income tax return. The Company records its income tax provision on a separate-return basis and settlements are made through intercompany accounts with McDonald's. Deferred assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases are recorded in the Company's consolidated balance sheets.

Income tax uncertainties

McDonald's and the Company are regularly audited by federal and state tax authorities, and tax assessments may arise several years after tax returns have been filed. Accordingly, tax liabilities are recorded when, in management's judgment, a tax position does not meet the more likely than not threshold for recognition. For tax positions that meet the more likely than not threshold, a tax liability may still be recorded depending on management's assessment of how the tax position will ultimately be settled.

The Company records interest and penalties on unrecognized tax benefits in the provision for income taxes.

Cash and cash equivalents

The Company considers short-term, highly liquid investments with an original maturity of 90 days or less to be cash equivalents.

Fair value measurements

The Company measures certain financial assets and liabilities at fair value on a recurring basis, and certain non-financial assets and liabilities on a nonrecurring basis. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market in an orderly transaction between market participants on the measurement date. Fair value disclosures are reflected in a three-level hierarchy, maximizing the use of observable inputs and minimizing the use of unobservable inputs.

The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability on the measurement date. The three levels are defined as follows:

- Level 1 – inputs to the valuation methodology are quoted prices (unadjusted) for an identical asset or liability in an active market
- Level 2 – inputs to the valuation methodology include quoted prices for a similar asset or liability in an active market or model-derived valuations in which all significant inputs are observable for substantially the full term of the asset or liability

- Level 3 – inputs to the valuation methodology are unobservable and significant to the fair value measurement of the asset or liability

Non-financial assets and liabilities measured at fair value on a nonrecurring basis

Certain assets and liabilities are measured at fair value on a nonrecurring basis; that is, the assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances (e.g., when there is evidence of impairment). For the year ended December 31, 2012, no material fair value adjustments or fair value measurements were required for non-financial assets or liabilities.

Reclassifications

Certain reclassifications have been made to separately present short-term amounts due from parent from accounts payable on the consolidated balance sheet.

Subsequent Events

The Company evaluated subsequent events through March 15, 2013, the date the financial statements were available to be issued. There were no subsequent events that required recognition or disclosure.

Comprehensive Income

In June 2011, the FASB issued Accounting Standard Update 2011-05, Comprehensive Income (Topic 220), “Presentation of Comprehensive Income in U.S. GAAP” (“ASU 2011-05”). ASU 2011-05 requires that comprehensive income and the related components of net income and of other comprehensive income be presented either in a single continuous statement of comprehensive income or in two separate by consecutive statements. This standard does not apply to the Company since there are no items of other comprehensive income in any period presented.

Property and equipment

Net property and equipment consisted of:

<i>IN MILLIONS</i>	December 31, 2012	December 31, 2011
Land	\$ 2,955.3	\$ 2,838.3
Buildings and improvements on owned land	6,222.0	5,829.6
Buildings and improvements on leased land	4,000.6	3,829.1
Equipment, signs and seating	1,374.0	1,332.7
Other	144.2	143.0
	<u>14,696.1</u>	<u>13,972.7</u>
Accumulated depreciation and amortization	<u>(5,287.1)</u>	<u>(5,101.0)</u>
Net property and equipment	<u>\$ 9,409.0</u>	<u>\$ 8,871.7</u>

Depreciation and amortization expense was (in millions): 2012—\$456.4; 2011—\$428.1; 2010—\$413.0. McDonald’s has retained legal title to certain of the property and equipment assets, which are in turn used by the Company in accordance with extended intercompany agreements. Such assets are included in the amounts above.

Other operating (income) expense, net

<i>IN MILLIONS</i>	2012	2011	2010
Gains on sales of restaurant businesses	\$ (14.1)	\$ (17.8)	\$ (25.3)
Equity in earnings of unconsolidated affiliates	(12.3)	(18.5)	(36.0)
Asset dispositions and other expense (income)	(29.6)	(59.1)	(25.4)
Total	<u>\$ (56.0)</u>	<u>\$ (95.4)</u>	<u>\$ (86.7)</u>

Gains on sales of restaurant businesses

Gains on sales of restaurant businesses include gains from sales of Company-operated restaurants. The Company's purchases and sales of businesses with its franchisees are aimed at achieving an optimal ownership mix in each market. Resulting gains or losses are recorded in operating income because the transactions are a recurring part of our business.

Equity in earnings of unconsolidated affiliates

Unconsolidated affiliates and partnerships are businesses in which the Company actively participates but does not control. The Company records equity in earnings from these entities representing McDonald's share of results. These results are reported before income taxes. These partnership restaurants are operated under conventional franchise arrangements and, therefore, are classified as conventional franchised restaurants.

Asset disposition and other expense

Asset dispositions and other expense consists of gains or losses on excess property and other asset dispositions, provisions for restaurant closings and uncollectible receivables, asset write-offs due to restaurant reinvestment, and other miscellaneous income and expenses.

Contingencies

In the ordinary course of business, the Company is subject to proceedings, lawsuits and other claims primarily related to competitors, customers, employees, franchisees, government agencies, intellectual property, shareholders and suppliers. The Company is required to assess the likelihood of any adverse judgments or outcomes to these matters as well as potential ranges of probable losses. A determination of the amount of accrual required, if any, for these contingencies is made after careful analysis of each matter. The required accrual may change in the future due to new developments in each matter or changes in approach such as a change in settlement strategy in dealing with these matters.

Franchise arrangements

Conventional franchise arrangements generally include a lease and a license and provide for payment of initial fees, as well as continuing rent and royalties to the Company based upon a percent of sales with minimum rent payments that parallel the Company's underlying leases and escalations (on properties that are leased). Under this arrangement, franchisees are granted the right to operate a restaurant using the McDonald's System and, in most cases, the use of a restaurant facility, generally for a period of 20 years. These franchisees pay related occupancy costs including property taxes, insurance and maintenance.

The results of operations of restaurant businesses purchased and sold in transactions with franchisees, were not material either individually or in the aggregate to the consolidated financial statements for periods prior to purchase and sale.

Revenues from franchised and affiliated restaurants consisted of:

<i>IN MILLIONS</i>	2012	2011	2010
Rents	\$ 3,018.9	\$ 2,888.3	\$ 2,737.0
Royalties	1,236.1	1,180.5	1,114.2
Initial fees	28.4	26.8	31.0
Revenues from franchised restaurants	\$ 4,283.4	\$ 4,095.6	\$ 3,882.2

Future minimum rent payments due to the Company under existing franchise arrangements are:

<i>IN MILLIONS</i>	Owned sites	Leased sites	Total
2013	\$ 719.8	\$ 583.1	\$ 1,302.9
2014	699.6	562.1	1,261.7
2015	673.5	535.6	1,209.1
2016	636.8	503.4	1,140.2
2017	603.5	472.1	1,075.6
Thereafter	5,339.2	3,452.9	8,792.1
Total minimum payments	\$ 8,672.4	\$ 6,109.2	\$ 14,781.6

At December 31, 2012, net property and equipment under franchise arrangements totaled \$7.0 billion (including land of \$2.5 billion) after deducting accumulated depreciation and amortization of \$3.7 billion.

Leasing arrangements

At December 31, 2012, the Company was the lessee at 6,186 restaurant locations through ground leases (the Company leases the land and the Company or franchisee owns the building) and through improved leases (the Company leases land and buildings). Lease terms for most restaurants, where market conditions allow, are generally for 20 years and, in many cases, provide for rent escalations and renewal options, with certain leases providing purchase options. Escalation terms vary and the timing of these escalations generally ranges from annually to every five years. For most locations, the Company is obligated for the related occupancy costs including property taxes, insurance and maintenance; however, for franchised sites, the Company requires the franchisees to pay these costs. In addition, the Company is the lessee under noncancelable leases covering certain offices.

The following table provides detail of rent expense:

<i>IN MILLIONS</i>	2012	2011	2010
Company-operated restaurants	\$ 59.1	\$ 55.9	\$ 60.4
Franchised restaurants	433.0	420.0	409.7
Other	33.3	33.5	34.7
Total rent expense	\$ 525.4	\$ 509.4	\$ 504.8

Future minimum payments required under existing operating leases with initial terms of one year or more are:

<i>IN MILLIONS</i>	Restaurant	Other	Total
2013	\$ 354.6	\$ 27.4	\$ 382.0
2014	327.9	27.1	355.0
2015	292.5	25.5	318.0
2016	266.4	24.7	291.1
2017	241.8	23.2	265.0
Thereafter	1,724.7	139.2	1,863.9
Total minimum payments	\$ 3,207.9	\$ 267.1	\$ 3,475.0

Rent expense included percent rents in excess of minimum rents (in millions) as follows—Company-operated restaurants: 2012—\$12.2; 2011—\$12.6; 2010—\$13.4. Franchised restaurants: 2012—\$116.3; 2011—\$110.9; 2010—\$107.6.

Income taxes

The provision for income taxes, classified by the timing and location of payment, was as follows:

<i>IN MILLIONS</i>	2012	2011	2010
U.S. federal	\$ 965.9	\$ 829.7	\$ 770.3
U.S. state	188.9	158.3	140.3
Current tax provision	1,154.8	988.0	910.6
U.S. federal	19.5	129.9	126.7
U.S. state	(1.9)	17.9	14.9
Deferred tax provision	17.6	147.8	141.6
Provision for income taxes	\$ 1,172.4	\$ 1,135.8	\$ 1,052.2

Net deferred tax liabilities consisted of:

<i>IN MILLIONS</i>	December 31, 2012	December 31, 2011
Property and equipment	\$ 1,229.5	\$ 1,193.4
Intangibles and tax-deductible goodwill	364.0	364.8
Other	62.1	73.5
Total deferred tax liabilities	1,655.6	1,631.7
Employee benefit plans	(123.6)	(120.7)
Other	(123.4)	(119.4)
Total deferred tax assets before valuation allowance	(247.0)	(240.1)
Valuation allowance	6.6	6.0
Net deferred tax liabilities ⁽¹⁾	\$ 1,415.2	\$ 1,397.6

(1) Net of current tax assets included in prepaid expenses and other current assets in the Consolidated balance sheet of \$14.4 million and \$16.9 million at December 31, 2012 and December 31, 2011, respectively.

The statutory U.S. federal income tax rate reconciles to the effective income tax rate as follows:

<i>IN MILLIONS</i>	2012	2011	2010
Statutory U.S. federal income tax rate	35.0%	35.0%	35.0%
State income taxes, net of related federal income tax benefit	4.1	3.9	3.7
Other, net	0.2	(0.4)	(0.4)
Effective income tax rate	39.3%	38.5%	38.3%

As of December 31, 2012 and 2011, the Company's gross unrecognized tax benefits totaled \$98.7 million and \$84.1 million, respectively. After considering the federal impact on state issues, about \$65 million of the total as of December 31, 2012 would favorably affect the effective tax rate if resolved in the Company's favor.

The following table presents a reconciliation of the beginning and ending amount of unrecognized tax benefits:

<i>IN MILLIONS</i>	2012	2011
Balance at January 1	\$ 84.1	\$ 91.8
Decreases for positions taken in prior years	(3.5)	(10.9)
Increases for positions taken in prior years	6.5	8.8
Increases for positions related to the current year	19.2	17.5
Settlements with taxing authorities	(2.3)	(7.7)
Lapsing of statutes of limitations	(5.3)	(15.4)
Balance at December 31 ⁽¹⁾	\$ 98.7	\$ 84.1

(1) These amounts are included in other long-term liabilities on the Consolidated balance sheet for 2012 and 2011, respectively.

It is reasonably possible that the total amount of unrecognized tax benefits could decrease within the next 12 months by approximately \$15 million to \$25 million. This decrease would result from the completion of tax audits in multiple tax jurisdictions and the expiration of the statute of limitations.

The Company is generally no longer subject to U.S. federal, state, and local income tax examinations by tax authorities for years before 2006.

The Company had \$15.8 million and \$11.5 million accrued for interest at December 31, 2012 and 2011 respectively, and no accrual for penalties in either year. The Company recognized interest and penalties related to tax matters of \$4.9 million and \$3.0 million in 2012 and 2010 respectively and interest benefit related to tax matters of \$0.2 million in 2011, which are included in the provision for income taxes.

Employee benefit plans

The Company's Profit Sharing and Savings Plan for U.S.-based employees includes a 401(k) feature, a regular employee match feature, and a discretionary employer profit sharing match. The 401(k) feature allows participants to make pretax contributions that are matched each pay period from shares released under the ESOP. The Profit Sharing and Savings Plan also provides for a discretionary employer profit sharing match after the end of the year for those participants eligible to share in the match.

All current account balances and future contributions and related earnings can be invested in several investment alternatives as well as McDonald's common stock in accordance with each participant's elections. Participants' contributions to the 401(k) feature and the discretionary employer matching contribution feature are limited to 20% investment in McDonald's common stock. Participants may choose to make separate investment choices for current account balances and for future contributions.

The Company also maintains certain supplemental benefit plans that allow participants to (i) make tax-deferred contributions and (ii) receive Company-provided allocations that cannot be made under the Profit Sharing and Savings Plan because of Internal Revenue Service limitations. The investment alternatives and returns are based on certain market-rate investment alternatives under the Profit Sharing and Savings Plan. Total liabilities were \$201.6 million at December 31, 2012 and \$192.4 million at December 31, 2011 and were primarily included in other long-term liabilities on the Consolidated balance sheet.

The Company has entered into derivative contracts to hedge market-driven changes in certain of the liabilities. All changes in liabilities for these nonqualified plans and in the fair value of the derivatives are recorded in the selling, general & administrative expenses. Changes in fair value of the derivatives indexed to the Company's stock are recorded in the income statement because the contracts provide the counterparty with a choice to settle in cash or shares.

Total U.S. costs for the Profit Sharing and Savings Plan, including nonqualified benefits and related hedging activities, were (in millions): 2012—\$15.8; 2011—\$24.0; 2010—\$33.5.

Related party transactions

In exchange for intellectual property license rights, the Company pays McDonald's a royalty equal to two percent of Company-operated and franchised restaurant sales. Royalty expense was (in millions): 2012—\$711.8; 2011—\$669.4; 2010—\$661.9.

In addition, the Company paid dividends to McDonald's of (in millions): 2012—\$1,814.5; 2011—\$1,818.3; 2010—\$2,070.5.

In 2012 and 2011, the Company had the following long-term payable arrangements with McDonald's, each of which accrue interest at Libor + 1% and mature on December 31, 2014 (in millions):

Lender	Line of credit December 31		Outstanding amount December 31	
	2012	2011	2012	2011
McDonald's	\$1,500.0	\$1,500.0	\$1,500.0	\$1,500.0
McDonald's	900.0	900.0	900.0	900.0
McDonald's	1,000.0	1,000.0	-	459.6
Total	\$3,400.0	\$3,400.0	\$2,400.0	\$2,859.6

The Company incurred net interest related to the long-term net payables due to McDonald's as follows (in millions): 2012—\$53.8; 2011—\$44.2; 2010—\$40.5. As of December 31, 2012 and 2011, the Company had accrued interest due to McDonald's, classified as a current liability of \$48.7 million and \$41.1 million respectively.

Additionally, the Company had a \$675.0 million revolver receivable from McDonald's due in 2014, which may exceed \$675.0 million from time to time but not on the maturity date, which accrues interest at LIBOR + 1% of which no amounts were outstanding at December 31, 2012 and 2011.

EXHIBIT B

FRANCHISE AGREEMENT (TRADITIONAL)

[CITY, STATE]

[Address]

L/C: _____

File #: _____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Franchise”) made this ____ day of _____, for the operation of a McDonald’s restaurant located at _____ (the “Restaurant”) by and between:

McDONALD’S USA, LLC,

a Delaware limited liability company,

(“McDonald’s”)

and

(collectively “Franchisee”)

for the purpose of granting the Franchisee the rights necessary to operate the Restaurant.

In consideration of the mutual rights and obligations contained herein McDonald’s and Franchisee agree as follows:

1. ***Nature and Scope of Franchise.***

(a) McDonald’s operates a restaurant system (“McDonald’s System”). The McDonald’s System is a comprehensive system for the ongoing development, operation, and maintenance of McDonald’s restaurant locations which have been selected and developed for the retailing of a limited menu of uniform and quality food products, emphasizing prompt and courteous service in a clean, wholesome atmosphere which is intended to be attractive to children and families and includes proprietary rights in certain valuable trade names, service marks, and trademarks, including the trade names “McDonald’s” and “McDonald’s Hamburgers,” designs and color schemes for restaurant buildings, signs, equipment layouts, formulas and specifications for certain food products, methods of inventory and operation control, bookkeeping and accounting, and manuals covering business practices and policies. The McDonald’s System is operated and is advertised widely within the United States of America and in certain foreign countries.

(b) McDonald's holds the right to authorize the adoption and use of the McDonald's System at the Restaurant. The rights granted to the Franchisee to operate the Restaurant are set forth in this Franchise, including the Operator's Lease ("Lease") which is attached hereto as Exhibit A, incorporated in this Franchise.

(c) The foundation of the McDonald's System and the essence of this Franchise is the adherence by Franchisee to standards and policies of McDonald's providing for the uniform operation of all McDonald's restaurants within the McDonald's System including, but not limited to, serving only designated food and beverage products; the use of only prescribed equipment and building layout and designs; strict adherence to designated food and beverage specifications and to McDonald's prescribed standards of Quality, Service, and Cleanliness in the Restaurant operation. Compliance by Franchisee with the foregoing standards and policies in conjunction with the McDonald's trademarks and service marks provides the basis for the valuable goodwill and wide family acceptance of the McDonald's System. Moreover, the establishment and maintenance of a close personal working relationship with McDonald's in the conduct of Franchisee's McDonald's restaurant business, Franchisee's accountability for performance of the obligations contained in this Franchise, and Franchisee's adherence to the tenets of the McDonald's System constitute the essence of this Franchise.

(d) The provisions of this Franchise shall be interpreted to give effect to the intent of the parties stated in this paragraph 1 so that the Restaurant shall be operated in conformity to the McDonald's System through strict adherence to McDonald's standards and policies as they exist now and as they may be from time to time modified.

(e) Franchisee acknowledges Franchisee's understanding of McDonald's basic business policy that McDonald's will grant franchises only to those individuals who live in the locality of their McDonald's restaurant, actually own the entire equity interest in the business of the Restaurant and its profits, and who will work full time at their McDonald's restaurant business. Franchisee represents, warrants, and agrees that Franchisee actually owns the complete equity interest in this Franchise and the profits from the operation of the Restaurant, and that Franchisee shall maintain such interest during the term of this Franchise except only as otherwise permitted pursuant to the terms and conditions of this Franchise. Franchisee agrees to furnish McDonald's with such evidence as McDonald's may request, from time to time, for the purpose of assuring McDonald's that Franchisee's interest remains as represented herein.

(f) Franchisee agrees to pay to McDonald's all required payments under this Franchise, including, without limitation, the payments set forth in paragraphs 8 and 9 herein and paragraph 3.01 of the Lease. All payments hereby required constitute a single financial arrangement between Franchisee and McDonald's which, taken as a whole and without regard to any designation or descriptions, reflect the value of the authorization being made available to the Franchisee by McDonald's in this Franchise and the services rendered by McDonald's during the term hereof.

2. ***Franchise Grant and Term.***

(a) McDonald's grants to Franchisee for the following stated term the right, license, and privilege:

- (i) to adopt and use the McDonald's System at the Restaurant;
- (ii) to advertise to the public that Franchisee is a franchisee of McDonald's;
- (iii) to adopt and use, but only in connection with the sale of those food and beverage products which have been designated by McDonald's at the Restaurant, the trade names, trademarks, and service marks which McDonald's shall designate, from time to time, to be part of the McDonald's System; and
- (iv) to occupy the Restaurant as provided herein.

The rights granted under this Franchise are limited to the Restaurant's location only.

(b) The term of this Franchise shall begin on _____ and end on _____, unless terminated prior thereto pursuant to the provisions hereof.

3. **General Services of McDonald's.** McDonald's shall advise and consult with Franchisee periodically in connection with the operation of the Restaurant and also, upon Franchisee's request, at other reasonable times. McDonald's shall communicate to Franchisee know-how, new developments, techniques, and improvements in areas of restaurant management, food preparation, and service which are pertinent to the operation of a restaurant using the McDonald's System. The communications shall be accomplished by visits by operations consultants, printed and filmed reports, seminars, and newsletter mailings. McDonald's shall also make available to Franchisee all additional services, facilities, rights, and privileges relating to the operation of the Restaurant which McDonald's makes generally available, from time to time, to all its franchisees operating McDonald's restaurants.

4. **Manuals.** McDonald's shall provide Franchisee with the business manuals prepared for use by franchisees of McDonald's restaurants similar to the Restaurant. The business manuals contain detailed information including: (a) required operations procedures; (b) methods of inventory control; (c) bookkeeping and accounting procedures; (d) business practices and policies; and (e) other management and advertising policies. Franchisee agrees to promptly adopt and use exclusively the formulas, methods, and policies contained in the business manuals, now and as they may be modified from time to time. Franchisee acknowledges that McDonald's or its affiliates own all proprietary rights in and to the McDonald's System and that the information revealed in the business manuals, in their entirety, constitute confidential trade secrets. Without the prior written consent of McDonald's, Franchisee shall not disclose the contents of the business manuals to any person, except employees of Franchisee for purposes related solely to the operation of the Restaurant, nor shall Franchisee reprint or reproduce the manuals in whole or in part for any purpose except in connection with instruction of employees in the operation of the Restaurant. Such manuals, as modified from time to time, and the policies contained therein, are incorporated in this Franchise by reference.

5. **Advertising.** McDonald's employs both public relations and advertising specialists who formulate and carry out national and local advertising programs for the McDonald's System.

Franchisee shall use only advertising and promotional materials and programs provided by McDonald's or approved in advance, in writing, by McDonald's. Neither the approval by McDonald's of

Franchisee's advertising and promotional material nor the providing of such material by McDonald's to Franchisee shall, directly or indirectly, require McDonald's to pay for such advertising or promotion.

Franchisee shall expend during each calendar year for advertising and promotion of the Restaurant to the general public an amount which is not less than four percent (4%) of Gross Sales (as that term is defined in paragraph 7) for such year. Expenditures by Franchisee to national and regional cooperative advertising and promotion of the McDonald's System, or to a group of McDonald's restaurants which includes the Restaurant, shall be a credit against the required minimum expenditures for advertising and promotion to the general public.

6. **Training.** McDonald's shall make available to Franchisee the services of Hamburger University, the international training center for the McDonald's System. Franchisee acknowledges the importance of quality of business operation among all restaurants in the McDonald's System and agrees to enroll Franchisee and Franchisee's managers, present and future, at Hamburger University or at such other training center as may be designated by McDonald's from time to time. McDonald's shall bear the cost of maintaining Hamburger University and any other training centers, including the overhead costs of training, staff salaries, materials, and all technical training tools, and agrees to provide to Franchisee both basic and advanced instruction for the operation of a McDonald's System restaurant. Franchisee shall pay all traveling, living, compensation, or other expenses incurred by Franchisee and Franchisee's employees in connection with attendance at Hamburger University or such other training centers.

7. **Gross Sales.** For the purposes of this Franchise, the term "Gross Sales" shall mean all revenues from sales of the Franchisee based upon all business conducted upon or from the Restaurant, whether such sales be evidenced by check, cash, credit, charge account, exchange, or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares, and merchandise, including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, together with the amount of all orders taken or received at the Restaurant, whether such orders be filled from the Restaurant or elsewhere. Gross Sales shall not include sales of merchandise for which cash has been refunded, provided that such sales shall have previously been included in Gross Sales. There shall be deducted from Gross Sales the price of merchandise returned by customers for exchange, provided that such returned merchandise shall have been previously included in Gross Sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and actually paid by the Franchisee to such governmental authority. Each charge or sale upon credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when the Franchisee shall receive payment (whether full or partial) therefor.

8. (a) **Service Fee.** Franchisee shall pay a monthly service fee on or before the tenth (10th) day of the following month in an amount equal to four percent (4.0%) of the Gross Sales of the Restaurant for the preceding month immediately ended.

(b) **Method of Payment.** Franchisee shall at all times participate in the McDonald's automatic debit/credit transfer program as specified by McDonald's from time to time for the payment of all amounts due McDonald's pursuant to this Franchise. Franchisee shall execute and deliver to McDonald's such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

(c) **Interest on Delinquencies.** In the event that the Franchisee is past due on the payment of any amount due McDonald's under this Franchise, including accrued interest, the Franchisee shall be required, to the extent permitted by law, to pay interest on the past due amount to McDonald's for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then fifteen percent (15%). Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365.

9. **Initial Fee.** Franchisee acknowledges that: (a) the initial grant of this Franchise constitutes the sole consideration for the payment of an Initial Fee of Forty-Five Thousand Dollars (\$45,000.00) paid by Franchisee to McDonald's; and (b) the fee has been earned by McDonald's (except where the construction of the Restaurant has not been completed within one (1) year from the date of the execution and delivery of this Franchise). If the Restaurant has not been constructed or is not ready for occupancy at the time of the execution of this Franchise, McDonald's shall use its best efforts to expedite the construction and lease of the Restaurant to Franchisee. However, McDonald's shall not be liable to Franchisee in any manner for any delays in or lack of completion of such construction for any reason. McDonald's shall be under no obligation to enforce performance or to seek other remedies for non-performance of any lease, clause, or contract necessary for the construction of the Restaurant and reserves the right, in case construction of the Restaurant should be abandoned, the lease assigned, or other interest in the premises be relinquished, to terminate this Franchise upon reimbursement to Franchisee of the Initial Fee. At such time as the Restaurant is completed and ready for occupancy, the Initial Fee shall be deemed to be earned. If the Restaurant is not ready for occupancy within one (1) year from the date of this Franchise, Franchisee shall have the right to terminate this Franchise and obtain an immediate refund of the Initial Fee upon written request to McDonald's.

10. **Reports.** On or before 11:00 a.m. Central Standard Time on the first business day of each month, Franchisee shall render, in a manner specified by McDonald's, a statement, in such form as McDonald's shall reasonably require from time to time, of all receipts from the operation of the Restaurant for the preceding month immediately ended. On or before the twenty-fifth (25th) day of each month Franchisee shall submit to McDonald's an operating statement and a statistical report for the previous month in form satisfactory to McDonald's. Franchisee shall keep and preserve full and complete records of Gross Sales for at least three (3) years in a manner and form satisfactory to McDonald's and shall also deliver such additional financial and

operating reports and other information as McDonald's may reasonably request on the forms and in the manner prescribed by McDonald's. Franchisee further agrees to submit within ninety (90) days following the close of each fiscal year of the Restaurant's operation, a profit and loss statement covering operations during such fiscal year and a balance sheet taken as of the close of such fiscal year, all prepared in accordance with generally accepted accounting principles. The profit and loss statement and the balance sheet shall, if McDonald's shall request certification, be certified by a certified public accountant. Franchisee shall at Franchisee's expense cause Franchisee's public accountant and certified public accountant, if any, to consult with McDonald's concerning such statement and balance sheet. The original of each such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

McDonald's shall have the right to inspect and/or audit Franchisee's accounts, books, records, and tax returns at all reasonable times to ensure that Franchisee is complying with the terms of this Franchise. If such inspection discloses that Gross Sales actually exceeded the amount reported by Franchisee as Gross Sales by an amount equal to two percent (2%) or more of Gross Sales originally reported to McDonald's, Franchisee shall bear the cost of such inspection and audit.

11. ***Restrictions.*** Franchisee agrees and covenants as follows:

(a) During the term of this Franchise, Franchisee shall not, without the prior written consent of McDonald's, directly or indirectly, engage in, acquire any financial or beneficial interest (including interests in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord for any restaurant business, which is similar to the Restaurant.

(b) Franchisee shall not, for a period of eighteen (18) months after termination of this Franchise for any reason or the sale of the Restaurant, directly or indirectly, engage in or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord of any restaurant business which is similar to the Restaurant within a ten-mile radius of the Restaurant.

(c) Franchisee shall not appropriate, use, or duplicate the McDonald's System, or any portion thereof, for use at any other self-service, carry-out, or other similar restaurant business.

(d) Franchisee shall not disclose or reveal any portion of the McDonald's System to a non-franchisee other than to Franchisee's Restaurant employees as an incident of their training.

(e) Franchisee shall acquire no right to use, or to license the use of, any name, mark, or other intellectual property right granted or to be granted herein, except in connection with the operation of the Restaurant.

The restrictions contained in paragraphs 11(a) and 11(b) herein shall not apply to ownership of less than two percent (2%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange.

12. ***Compliance With Entire System.*** Franchisee acknowledges that every component of the McDonald's System is important to McDonald's and to the operation of the Restaurant as a McDonald's

restaurant, including a designated menu of food and beverage products; uniformity of food specifications, preparation methods, quality, and appearance; and uniformity of facilities and service.

McDonald's shall have the right to inspect the Restaurant at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the McDonald's System.

Franchisee shall comply with the entire McDonald's System, including, but not limited to, the following:

(a) Operate the Restaurant in a clean, wholesome manner in compliance with prescribed standards of Quality, Service, and Cleanliness; comply with all business policies, practices, and procedures imposed by McDonald's; serve at the Restaurant only those food and beverage products now or hereafter designated by McDonald's; and maintain the building, fixtures, equipment, signage, seating and decor, and parking area in a good, clean, wholesome condition and repair, and well lighted and in compliance with designated standards as may be prescribed from time to time by McDonald's;

(b) Purchase kitchen fixtures, lighting, seating, signs, and other equipment in accordance with the equipment specifications and layout initially designated by McDonald's and, promptly after notice from McDonald's that the Restaurant premises are ready for occupancy, cause the installation thereof;

(c) Keep the Restaurant constructed and equipped in accordance with the building blueprints and equipment layout plans that are standard in the McDonald's System or as such blueprints and plans may be reasonably changed from time to time by McDonald's;

(d) Franchisee shall not, without the prior written consent of McDonald's: (i) make any building design conversion or (ii) make any alterations, conversions, or additions to the building, equipment, or parking area;

(e) Make repairs or replacements required: (i) because of damage or wear and tear or (ii) in order to maintain the Restaurant building and parking area in good condition and in conformity to blueprints and plans;

(f) Where parking is provided, maintain the parking area for the exclusive use of Restaurant customers;

(g) Operate the Restaurant seven (7) days per week throughout the year and at least during the hours from 7:00 a.m. to 11:00 p.m., or such other hours as may from time to time be prescribed by McDonald's (except when the Restaurant is untenable as a result of fire or other casualty), maintain sufficient supplies of food and paper products, and employ adequate personnel so as to operate the Restaurant at its maximum capacity and efficiency;

(h) Cause all employees of Franchisee, while working in the Restaurant, to: (i) wear uniforms of such color, design, and other specifications as McDonald's may designate from time to time; (ii) present a neat and clean appearance; and (iii) render competent and courteous service to Restaurant customers;

(i) In the dispensing and sale of food products: (i) use only containers, cartons, bags, napkins, other paper goods, and packaging bearing the approved trademarks and which meet the McDonald's

System specifications and quality standards which McDonald's may designate from time to time; (ii) use only those flavorings, garnishments, and food and beverage ingredients which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; and (iii) employ only those methods of food handling and preparation which McDonald's may designate from time to time;

(j) To make prompt payment in accordance with the terms of invoices rendered to Franchisee on Franchisee's purchase of fixtures, signs, equipment, and food and paper supplies; and

(k) At Franchisee's own expense, comply with all federal, state, and local laws, ordinances, and regulations affecting the operation of the Restaurant.

13. **Best Efforts.** Franchisee shall diligently and fully exploit the rights granted in this Franchise by personally devoting full time and best efforts and, in case more than one individual has executed this Franchise as the Franchisee, then _____ shall personally devote full time and best efforts to the operation of the Restaurant. Franchisee shall keep free from conflicting enterprises or any other activities which would be detrimental to or interfere with the business of the Restaurant.

14. **Interference With Employment Relations of Others.** During the term of this Franchise, Franchisee shall not employ or seek to employ any person who is at the time employed by McDonald's, any of its subsidiaries, or by any person who is at the time operating a McDonald's restaurant or otherwise induce, directly or indirectly, such person to leave such employment. This paragraph 14 shall not be violated if such person has left the employ of any of the foregoing parties for a period in excess of six (6) months.

15. **Assignment.** Without the prior written consent of McDonald's, Franchisee's interest in this Franchise shall not be assigned or otherwise transferred in whole or in part (whether voluntarily or by operation of law) directly, indirectly, or contingently, and then only in accordance with the terms of this paragraph 15.

(a) **Death or Permanent Incapacity of Franchisee.** Upon the death or permanent incapacity of Franchisee, the interest of Franchisee in this Franchise may be assigned either pursuant to the terms of paragraph 15(d) herein or to one or more of the following persons: Franchisee's spouse, heirs, or nearest relatives by blood or marriage, subject to the following conditions: (i) if, in the sole discretion of McDonald's, such person shall be capable of conducting the Restaurant business in accordance with the terms and conditions of this Franchise and (ii) if such person shall also execute an agreement by which the person personally assumes full and unconditional liability for and agrees to perform all the terms and conditions of this Franchise to the same extent as the original Franchisee. If, in McDonald's sole discretion, such person cannot devote full time and best efforts to the operation of the Restaurant or lacks the capacity to operate the Restaurant in accordance with this Franchise, McDonald's shall have an option to operate and/or manage the Restaurant for the account of Franchisee or of Franchisee's estate until the deceased or incapacitated Franchisee's interest is transferred to another party acceptable to McDonald's in accordance with the terms and conditions of this Franchise. However, in no event shall such McDonald's operation and management of the Restaurant continue for a period in excess of twelve (12) full calendar months without the consent of Franchisee or Franchisee's estate. In the event that McDonald's so operates and/or manages the Restaurant, McDonald's shall make a complete account to and return

the net income from such operation to the Franchisee or to Franchisee's estate, less a reasonable management fee and expenses. If the disposition of the Restaurant to a party acceptable to McDonald's has not taken place within twelve (12) months from the date that McDonald's has commenced the operation or management of the Restaurant on behalf of the deceased or incapacitated Franchisee, then, in that event, McDonald's shall have the option to purchase the Restaurant at fair market value for cash or its common stock at its option.

(b) Assignment to Franchisee's Corporation. Upon Franchisee's compliance with such requirements as may from time to time be prescribed by McDonald's, including a Stockholders Agreement in the form prescribed by McDonald's, McDonald's shall consent to an assignment to a corporation whose shares are wholly owned and controlled by Franchisee. The corporate name of the corporation shall not include any of the names or trademarks granted by this Franchise. Any subsequent assignment or transfer, either voluntarily or by operation of law, of all or any part of said shares shall be made in compliance with the terms and conditions set forth in paragraphs 15(a) and 15(d) herein.

(c) First Option to Purchase. Franchisee or Franchisee's representative shall, at least twenty (20) days prior to the proposed effective date, give McDonald's written notice of intent to sell or otherwise transfer this Franchise pursuant to paragraph 15(d). The notice shall set forth the name and address of the proposed purchaser and all the terms and conditions of any offer. McDonald's shall have the first option to purchase the Restaurant by giving written notice to Franchisee of its intention to purchase on the same terms as the offer within ten (10) days following McDonald's receipt of such notice. However, if McDonald's fails to exercise its option and the Restaurant is not subsequently sold to the proposed purchaser for any reason, McDonald's shall continue to have, upon the same conditions, a first option to purchase the Restaurant upon the terms and conditions of any subsequent offer.

(d) Other Assignment. In addition to any assignments or contingent assignments contemplated by the terms of paragraphs 15(a) and 15(b), Franchisee shall not sell, transfer, or assign this Franchise to any person or persons without McDonald's prior written consent. Such consent shall not be arbitrarily withheld.

In determining whether to grant or to withhold such consent, McDonald's shall consider of each prospective transferee, by way of illustration, the following: (i) work experience and aptitude, (ii) financial background, (iii) character, (iv) ability to personally devote full time and best efforts to managing the Restaurant, (v) residence in the locality of the Restaurant, (vi) equity interest in the Restaurant, (vii) conflicting interests, and (viii) such other criteria and conditions as McDonald's shall then apply in the case of an application for a new franchise to operate a McDonald's restaurant. McDonald's consent shall also be conditioned each upon such transferee's execution of an agreement by which transferee personally assumes full and unconditional liability for and agrees to perform from the date of such transfer all obligations, covenants, and agreements contained in this Franchise to the same extent as if transferee had been an original party to this Franchise. Franchisee and each transferor shall continue to remain personally liable for all affirmative obligations, covenants, and agreements contained herein for the full term of this Franchise or for such shorter period as McDonald's may,

in its sole discretion, determine. Upon each assignment or other transfer of this Franchise to any person or persons under the terms and conditions of this paragraph 15(d), the percentage service fee charge owing to McDonald's after the date of such assignment or transfer shall be automatically adjusted to the then prevailing percentage service fee charge required under new Franchises issued by McDonald's for similar McDonald's restaurants at the time of such assignment or transfer.

16. ***Franchisee Not an Agent of McDonald's.*** Franchisee shall have no authority, express or implied, to act as agent of McDonald's or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business, including any personal property, equipment, fixtures, or real property connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant. Further, Franchisee and McDonald's are not and do not intend to be partners, associates, or joint employers in any way and McDonald's shall not be construed to be jointly liable for any acts or omissions of Franchisee under any circumstances.

17. ***Insurance.*** Franchisee shall, upon taking possession of the Restaurant, acquire and maintain in effect such insurance with such coverages as may be required by the terms of any lease of the Restaurant premises to McDonald's, and in any event, Franchisee shall acquire and maintain in effect not less than the following coverages in the following minimum amounts:

(a) Worker's Compensation insurance prescribed by law in the state in which the Restaurant is located and Employer's Liability Insurance with \$100,000/\$500,000/\$100,000 minimum limit. If the state in which the Restaurant is located allows the option of not carrying Worker's Compensation Insurance, and Franchisee chooses to exercise that option, Franchisee shall nonetheless carry and maintain other insurance with coverage and limits as approved by McDonald's.

(b) Commercial general liability insurance in a form approved by McDonald's with a limit of \$5,000,000 per occurrence/\$5,000,000 aggregate.

(c) All such insurance as may be required under the Lease.

All insurance policies required to be carried hereunder shall name McDonald's and any party designated by McDonald's as additional insureds, as their interests may appear in this Franchise. All policies shall be effective on or prior to the date Franchisee is given possession of the Restaurant premises for the purpose of installing equipment or opening the Restaurant, whichever occurs first, and evidence of payment of premiums and duplicate copies of policies of the insurance required herein shall be delivered to McDonald's at least thirty (30) days prior to the date that Franchisee opens for business and/or thirty (30) days prior to the expiration date of an existing policy of insurance. All policies of insurance shall include a provision prohibiting cancellations or material changes to the policy thereof until thirty (30) days prior written notice has been given to McDonald's.

In the event Franchisee shall fail to obtain the insurance required herein, McDonald's may, but is not obligated to, purchase said insurance, adding the premiums paid to Franchisee's monthly rent. (Franchisee may authorize McDonald's to purchase and to administer the required minimum insurance on Franchisee's behalf. However, McDonald's, by placement of the required minimum insurance, assumes no responsibility for premium expense nor guarantees payment for any losses sustained by Franchisee.) McDonald's may relieve itself of all obligations with respect to the purchase and administration of such required insurance coverage by giving ten (10) days written notice to Franchisee.

All insurance shall be placed with a reputable insurance company licensed to do business in the state in which the Restaurant is located and having a Financial Size Category equal to or greater than IX and Policyholders Rating of "A+" or "A", as assigned by Alfred M. Best and Company, Inc., unless otherwise approved by McDonald's.

18. **Material Breach.** The parties agree that the happening of any of the following events shall constitute a material breach of this Franchise and violate the essence of Franchisee's obligations and, without prejudice to any of its other rights or remedies at law or in equity, McDonald's, at its election, may terminate this Franchise upon the happening of any of the following events:

(a) Franchisee shall fail to maintain and operate the Restaurant in a good, clean, wholesome manner and in compliance with the standards prescribed by the McDonald's System;

(b) Franchisee shall be adjudicated a bankrupt, become insolvent, or a receiver, whether permanent or temporary, for all or substantially all of Franchisee's property, shall be appointed by any court, or Franchisee shall make a general assignment for the benefit of creditors, or a voluntary or involuntary petition under any bankruptcy law shall be filed with respect to Franchisee and shall not be dismissed within thirty (30) days thereafter;

(c) Any payment owing to McDonald's is not paid within thirty (30) days after the date such payment is due;

(d) Any judgment or judgments aggregating in excess of \$5,000.00 against Franchisee or any lien in excess of \$5,000.00 against Franchisee's property shall remain unsatisfied or unbonded of record in excess of thirty (30) days;

(e) Franchisee shall cause, suffer, or permit (voluntarily or involuntarily) Franchisee's right of possession as lessee or sublessee of the premises on which the Restaurant is located to be terminated prematurely for any cause whatever;

(f) Franchisee shall acquire any interest in a business in violation of paragraph 11(a);

(g) Franchisee shall duplicate the McDonald's System in violation of paragraph 11(c);

(h) Franchisee shall make or cause a disclosure of any portion of the McDonald's System in violation of paragraph 11(d) or shall make or cause a disclosure of part of the McDonald's System business manuals;

(i) Franchisee shall violate paragraph 11(e) by use of any name, trademark, service mark, or other intellectual property right exceeding the restrictions of said paragraph 11;

(j) Franchisee shall knowingly sell food or beverage products other than those designated by McDonald's or which fail to conform to McDonald's System specifications for those products, or which are not prepared in accordance with the methods prescribed by McDonald's, or fail to sell products designated by McDonald's;

(k) Any assignment or other transfer of any interest of the Franchisee in this Franchise shall occur in violation of paragraph 15(d) herein;

(l) Franchisee shall deny McDonald's the right to inspect the Restaurant at reasonable times;

(m) Franchisee shall fail to make or make repeated delays in the prompt payment of undisputed invoices from suppliers or in the remittance of payments as required by this Franchise;

(n) Franchisee makes any misrepresentations to McDonald's relating to the acquisition and/or ownership of this Franchise;

(o) Franchisee engages in public conduct which reflects materially and unfavorably upon the operation of the Restaurant, the reputation of the McDonald's System, or the goodwill associated with the McDonald's trademarks; provided that engaging in legitimate political activity (including testifying, lobbying, or otherwise attempting to influence legislation) shall not be grounds for termination;

(p) Franchisee is convicted of, pleads guilty or no contest to a felony, or any other crime that is reasonably likely to adversely affect the McDonald's System, the Restaurant, or the goodwill associated with the McDonald's trademarks; or

(q) Franchisee intentionally understates Gross Sales reported to McDonald's.

19. ***Other Breaches.*** If Franchisee fails in the performance of any of the terms and conditions of this Franchise (other than performance of the terms and conditions listed in paragraph 18), Franchisee shall be guilty of a breach of this Franchise which shall not (except in the case of repeated breaches of the same or of different terms and conditions of this Franchise) constitute grounds for termination of this Franchise. McDonald's shall have the right to seek judicial enforcement of its rights and remedies, including, but not limited to, injunctive relief, damages, or specific performance. Notwithstanding any of the provisions of this paragraph 19, any uncured breach of the terms of this Franchise (whether of paragraph 18 or 19) shall be sufficient reason for McDonald's to withhold approval of its consent to any assignment or transfer of Franchisee's interest in this Franchise provided for herein.

20. ***Effect of Termination.***

(a) In the event of any material breach of this Franchise, McDonald's shall have an immediate right to enter and take possession of the Restaurant in order to maintain continuous operation of the Restaurant, to provide for orderly change of management and disposition of personal property, and to otherwise protect McDonald's interest.

(b) Upon termination of this Franchise due to any breach or breaches, Franchisee shall not, without the prior written consent of McDonald's, remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements from the premises either prior to or for a period of thirty (30) days following such termination. McDonald's shall have the option for thirty (30) days following any such termination to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(c) Upon termination of this Franchise due to the expiration of its term or as a result of any eminent domain proceedings affecting the premises upon which the Restaurant is situated, Franchisee shall not remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements within sixty (60) days prior to the date specified for termination or the date specified for takeover by any public authority. McDonald's shall, upon written notice of its intention to purchase said property at least thirty (30) days prior to such date of termination, have the option to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(d) Upon termination or expiration of this Franchise, Franchisee shall: (i) forthwith return to McDonald's the business manuals furnished to Franchisee, together with all other material containing trade secrets, operating instructions, or business practices; (ii) discontinue the use of the McDonald's System and its associated trade names, service marks, and trademarks or the use of any and all signs and printed goods bearing such names and marks, or any reference to them; (iii) not disclose, reveal, or publish all or any portion of the McDonald's System; and (iv) not thereafter use any trade name, service mark, or trademark similar to or likely to be confused with any trade name, service mark, or trademark used at any time in the McDonald's System.

21. ***Effect of Waivers.*** No waiver by McDonald's or any breach or a series of breaches of this Franchise shall constitute a waiver of any subsequent breach or waiver of the terms of this Franchise.

22. ***Notices.*** Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at **ONE McDONALD'S PLAZA, OAK BROOK, ILLINOIS 60523**. Either party, by a similar written notice, may change the address to which notices shall be sent.

23. ***Cost of Enforcement.*** If McDonald's institutes any action at law or in equity against Franchisee to secure or protect McDonald's rights under or to enforce the terms of this Franchise, in addition to any judgment entered in its favor, McDonald's shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court together with court costs and expenses of litigation.

24. ***Indemnification.*** If McDonald's shall be subject to any claim, demand, or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Franchisee or Franchisee's employees or agents, or by reason of any act occurring on the Restaurant premises, or by reason of an omission with respect to the business or operation of the Restaurant, Franchisee shall indemnify

and hold McDonald's harmless against all judgments, settlements, penalties, and expenses, including attorneys' fees, court costs, and other expenses of litigation or administrative proceeding, incurred by or imposed on McDonald's in connection with the investigation or defense relating to such claim, litigation, or administrative proceeding and, at the election of McDonald's, Franchisee shall also defend McDonald's.

25. ***Construction and Severability.*** All references in this Franchise to the singular shall include the plural where applicable. If any part of this Franchise for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In the event that any material provision of this Franchise shall be stricken or declared invalid, McDonald's reserves the right to terminate this Franchise.

26. ***Scope and Modification of Franchise.*** This Franchise (including Exhibit A and any riders hereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties. Nothing in this Franchise or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee. No interpretation, change, termination, or waiver of any of the provisions hereof shall be binding upon McDonald's unless in writing signed by an officer or franchising director of McDonald's, and which is specifically identified as an amendment hereto. No modification, waiver, termination, rescission, discharge, or cancellation of this Franchise shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge, or cancellation.

27. ***Governing Laws.*** The terms and provisions of this Franchise shall be interpreted in accordance with and governed by the laws of the state of Illinois.

28. ***Acknowledgment.*** Franchisee acknowledges that:

(a) The term of this Franchise is set forth in paragraph 2(b) hereof with no promise or representation as to the renewal of this Franchise or the grant of a new franchise;

(b) Franchisee hereby represents that Franchisee has received a copy of this Franchise, has read and understands all obligations being undertaken, and has had an opportunity to consult with Franchisee's attorney with respect thereto at least seven (7) calendar days prior to execution;

(c) No representation has been made by McDonald's as to the future profitability of the Restaurant;

(d) Prior to the execution of this Franchise, Franchisee has worked at a McDonald's restaurant and has had ample opportunity to contact existing franchisees of McDonald's and to investigate all representations made by McDonald's relating to the McDonald's System;

(e) This Franchise establishes the Restaurant at the location specified on page 1 hereof only and that no "exclusive," "protected," or other territorial rights in the contiguous market area of such Restaurant is hereby granted or inferred;

(f) This Franchise supersedes any and all other agreements and representations respecting the Restaurant and contains all the terms, conditions, and obligations of the parties with respect to the grant of this Franchise; however, nothing in this Franchise or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee;

(g) McDonald's or its affiliates are the sole owner(s) of the trademarks, trade names, service marks, and goodwill associated therewith, respectively, and Franchisee acquires no right, title, or interest in those names and marks other than the right to use them only in the manner and to the extent prescribed and approved by McDonald's;

(h) No future franchise or offers of franchises for additional McDonald's restaurants, other than this Franchise, have been promised to Franchisee and any other franchise offer shall only be in writing, executed by an officer or franchising director of McDonald's, and identified as a Franchise Agreement or Rewrite (New Term) Offer Letter;

(i) Neither McDonald's nor anyone acting on its behalf has made any representations, inducements, promises, or agreements, orally or otherwise, respecting the subject matter of this Franchise, which is not embodied herein or set forth in the Franchise Disclosure Document; and

(j) This Franchise is offered to Franchisee personally and to no others, and may not be accepted by any other person, partnership, or corporation, or transferred by assignment, will, or operation of law.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, in duplicate, the day and year in this instrument first above written.

McDONALD'S USA, LLC

Franchisee

By: _____

Date

Prepared By: _____

Date

The following changes are made to the Franchise Agreement in the following states:

Minnesota Paragraph 27 continues with, “Nothing in this Franchise or the Franchise Disclosure Document shall in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

A new Paragraph 28(h) is inserted (and remaining sub-paragraphs are renamed (i) through (k)) as follows: “McDonald’s considers the trademarks, trade names, logo types, service marks, and commercial symbols to be valuable property rights and continually protects against infringement of these assets. It protects franchisees against claims of infringement or unfair competition to which the franchisees might become subjected because of their authorized use of the trademarks, service marks, logo types, or other commercial symbols in the United States.”

Paragraph 28(l) is added as follows: “With respect to franchises governed by Minnesota law, McDonald’s will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4, and 5 which require, except in certain specified cases, that the Franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and 180 days notice for non-renewal of this Franchise; and that consent to the transfer of this Franchise will not be unreasonably withheld.”

North Dakota Paragraph 11(b) continues with, “Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, Franchisee and McDonald’s agree to enforce these provisions to the extent allowed under law.”

Paragraph 27 continues with, “, except that North Dakota law will govern with respect to claims arising under the North Dakota Franchise Investment Law.”

Washington Paragraph 28(k) is added as follows: “In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, this Franchise shall be modified as follows:

The State of Washington has a statute, RCW 19.100.180, which might supersede this Franchise in Franchisee’s relationship with McDonald’s, including the areas of termination and renewal of this Franchise. There also might be court decisions which supersede this Franchise in Franchisee’s relationship with McDonald’s, including the areas of termination and renewal of this Franchise.

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the 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 which 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, might not be enforceable; however, McDonald’s and Franchisee agree to enforce them to the maximum extent the law allows.”

EXHIBIT C

FRANCHISE AGREEMENT (SATELLITE)

[CITY, STATE]

[Address]

L/C: _____

File #: _____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise") made this ____ day of _____, for the operation of a McDonald's restaurant located at _____ (the "Restaurant") by and between:

McDONALD'S USA, LLC,

a Delaware limited liability company,

("McDonald's")

and

(collectively "Franchisee")

for the purpose of granting the Franchisee the rights necessary to operate the Restaurant.

In consideration of the mutual rights and obligations contained herein McDonald's and Franchisee agree as follows:

1. ***Nature and Scope of Franchise.***

(a) McDonald's operates a restaurant system ("McDonald's System"). The McDonald's System is a comprehensive system for the ongoing development, operation, and maintenance of McDonald's restaurant locations which have been selected and developed for the retailing of a limited menu of uniform and quality food products, emphasizing prompt and courteous service in a clean, wholesome atmosphere which is intended to be attractive to children and families and includes proprietary rights in certain valuable trade names, service marks, and trademarks, including the trade names "McDonald's" and "McDonald's Hamburgers," designs and color schemes for restaurant buildings, signs, equipment layouts, formulas and specifications for certain food products, methods of inventory and operation control, bookkeeping and accounting, and manuals covering business practices and policies. The McDonald's System is operated and is advertised widely within the United States of America and in certain foreign countries.

(b) McDonald's holds the right to authorize the adoption and use of the McDonald's System at the Restaurant. The rights granted to the Franchisee to operate the Restaurant are set forth in this Franchise, including the Operator's Lease ("Lease") which is attached hereto as Exhibit A, incorporated in this Franchise.

(c) The foundation of the McDonald's System and the essence of this Franchise is the adherence by Franchisee to standards and policies of McDonald's providing for the uniform operation of all McDonald's restaurants within the McDonald's System including, but not limited to, serving only designated food and beverage products; the use of only prescribed equipment and building layout and designs; strict adherence to designated food and beverage specifications and to McDonald's prescribed standards of Quality, Service, and Cleanliness in the Restaurant operation. Compliance by Franchisee with the foregoing standards and policies in conjunction with the McDonald's trademarks and service marks provides the basis for the valuable goodwill and wide family acceptance of the McDonald's System. Moreover, the establishment and maintenance of a close personal working relationship with McDonald's in the conduct of Franchisee's McDonald's restaurant business, Franchisee's accountability for performance of the obligations contained in this Franchise, and Franchisee's adherence to the tenets of the McDonald's System constitute the essence of this Franchise.

(d) The provisions of this Franchise shall be interpreted to give effect to the intent of the parties stated in this paragraph 1 so that the Restaurant shall be operated in conformity to the McDonald's System through strict adherence to McDonald's standards and policies as they exist now and as they may be from time to time modified.

(e) Franchisee acknowledges Franchisee's understanding of McDonald's basic business policy that McDonald's will grant franchises only to those individuals who live in the locality of their McDonald's restaurant, actually own the entire equity interest in the business of the Restaurant and its profits, and who will work full time at their McDonald's restaurant business. Franchisee represents, warrants, and agrees that Franchisee actually owns the complete equity interest in this Franchise and the profits from the operation of the Restaurant, and that Franchisee shall maintain such interest during the term of this Franchise except only as otherwise permitted pursuant to the terms and conditions of this Franchise. Franchisee agrees to furnish McDonald's with such evidence as McDonald's may request, from time to time, for the purpose of assuring McDonald's that Franchisee's interest remains as represented herein.

(f) Franchisee agrees to pay to McDonald's all required payments under this Franchise, including, without limitation, the payments set forth in paragraphs 8 and 9 herein and paragraph 3.01 of the Lease. All payments hereby required constitute a single financial arrangement between Franchisee and McDonald's which, taken as a whole and without regard to any designation or descriptions, reflect the value of the authorization being made available to the Franchisee by McDonald's in this Franchise and the services rendered by McDonald's during the term hereof.

2. Franchise Grant and Term.

(a) McDonald's grants to Franchisee for the following stated term the right, license, and privilege:

- (i) to adopt and use the McDonald's System at the Restaurant;
- (ii) to advertise to the public that Franchisee is a franchisee of McDonald's;

(iii) to adopt and use, but only in connection with the sale of those food and beverage products which have been designated by McDonald's at the Restaurant, the trade names, trademarks, and service marks which McDonald's shall designate, from time to time, to be part of the McDonald's System; and

(iv) to occupy the Restaurant as provided herein.

The rights granted under this Franchise are limited to the Restaurant's location only.

(b) The term of this Franchise shall begin on _____ and end on _____, unless terminated prior thereto pursuant to the provisions hereof.

3. **General Services of McDonald's.** McDonald's shall advise and consult with Franchisee periodically in connection with the operation of the Restaurant and also, upon Franchisee's request, at other reasonable times. McDonald's shall communicate to Franchisee know-how, new developments, techniques, and improvements in areas of restaurant management, food preparation, and service which are pertinent to the operation of a restaurant using the McDonald's System. The communications shall be accomplished by visits by operations consultants, printed and filmed reports, seminars, and newsletter mailings. McDonald's shall also make available to Franchisee all additional services, facilities, rights, and privileges relating to the operation of the Restaurant which McDonald's makes generally available, from time to time, to all its franchisees operating McDonald's restaurants.

4. **Manuals.** McDonald's shall provide Franchisee with the business manuals prepared for use by franchisees of McDonald's restaurants similar to the Restaurant. The business manuals contain detailed information including: (a) required operations procedures; (b) methods of inventory control; (c) bookkeeping and accounting procedures; (d) business practices and policies; and (e) other management and advertising policies. Franchisee agrees to promptly adopt and use exclusively the formulas, methods, and policies contained in the business manuals, now and as they may be modified from time to time. Franchisee acknowledges that McDonald's or its affiliates own all proprietary rights in and to the McDonald's System and that the information revealed in the business manuals, in their entirety, constitute confidential trade secrets. Without the prior written consent of McDonald's, Franchisee shall not disclose the contents of the business manuals to any person, except employees of Franchisee for purposes related solely to the operation of the Restaurant, nor shall Franchisee reprint or reproduce the manuals in whole or in part for any purpose except in connection with instruction of employees in the operation of the Restaurant. Such manuals, as modified from time to time, and the policies contained therein, are incorporated in this Franchise by reference.

5. **Advertising.** McDonald's employs both public relations and advertising specialists who formulate and carry out national and local advertising programs for the McDonald's System.

Franchisee shall use only advertising and promotional materials and programs provided by McDonald's or approved in advance, in writing, by McDonald's. Neither the approval by McDonald's of Franchisee's advertising and promotional material nor the providing of such material by McDonald's to Franchisee shall, directly or indirectly, require McDonald's to pay for such advertising or promotion.

Franchisee shall expend during each calendar year for advertising and promotion of the Restaurant to the general public an amount which is not less than four percent (4%) of Gross Sales (as that term is defined in paragraph 7) for such year. Expenditures by Franchisee to national and regional cooperative advertising and promotion of the McDonald's System, or to a group of McDonald's restaurants which includes the Restaurant, shall be a credit against the required minimum expenditures for advertising and promotion to the general public.

6. **Training.** McDonald's shall make available to Franchisee the services of Hamburger University, the international training center for the McDonald's System. Franchisee acknowledges the importance of quality of business operation among all restaurants in the McDonald's System and agrees to enroll Franchisee and Franchisee's managers, present and future, at Hamburger University or at such other training center as may be designated by McDonald's from time to time. McDonald's shall bear the cost of maintaining Hamburger University and any other training centers, including the overhead costs of training, staff salaries, materials, and all technical training tools, and agrees to provide to Franchisee both basic and advanced instruction for the operation of a McDonald's System restaurant. Franchisee shall pay all traveling, living, compensation, or other expenses incurred by Franchisee and Franchisee's employees in connection with attendance at Hamburger University or such other training centers.

7. **Gross Sales.** For the purposes of this Franchise, the term "Gross Sales" shall mean all revenues from sales of the Franchisee based upon all business conducted upon or from the Restaurant, whether such sales be evidenced by check, cash, credit, charge account, exchange, or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares, and merchandise, including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, together with the amount of all orders taken or received at the Restaurant, whether such orders be filled from the Restaurant or elsewhere. Gross Sales shall not include sales of merchandise for which cash has been refunded, provided that such sales shall have previously been included in Gross Sales. There shall be deducted from Gross Sales the price of merchandise returned by customers for exchange, provided that such returned merchandise shall have been previously included in Gross Sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and actually paid by the Franchisee to such governmental authority. Each charge or sale upon credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when the Franchisee shall receive payment (whether full or partial) therefor.

8. (a) **Service Fee.** Franchisee shall pay a monthly service fee on or before the tenth (10th) day of the following month in an amount equal to four percent (4.0%) of the Gross Sales of the Restaurant for the preceding month immediately ended.

(b) **Method of Payment.** Franchisee shall at all times participate in the McDonald's automatic debit/credit transfer program as specified by McDonald's from time to time for the payment of all amounts due McDonald's pursuant to this Franchise. Franchisee shall execute and deliver to McDonald's such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

(c) **Interest on Delinquencies.** In the event that the Franchisee is past due on the payment of any amount due McDonald's under this Franchise, including accrued interest, the Franchisee shall be required, to the extent permitted by law, to pay interest on the past due amount to McDonald's for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then fifteen percent (15%). Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365.

9. **Initial Fee and Annual Fee.** Franchisee acknowledges that: (a) the initial grant of this Franchise constitutes the sole consideration for the payment of (i) an Initial Fee of Five Hundred Dollars (\$500.00) paid by Franchisee to McDonald's on the opening date of the Restaurant; and (ii) an Annual Fee of _____ (\$_____) to be paid by Franchisee to McDonald's beginning on the first anniversary of the opening date of the Restaurant and on each subsequent anniversary; and (b) the fees have been earned by McDonald's (except where the construction of the Restaurant has not been completed within one (1) year from the date of the execution and delivery of this Franchise). If the Restaurant has not been constructed or is not ready for occupancy at the time of the execution of this Franchise, McDonald's shall use its best efforts to expedite the construction and lease of the Restaurant to Franchisee. However, McDonald's shall not be liable to Franchisee in any manner for any delays in or lack of completion of such construction for any reason. McDonald's shall be under no obligation to enforce performance or to seek other remedies for non-performance of any lease, clause, or contract necessary for the construction of the Restaurant and reserves the right, in case construction of the Restaurant should be abandoned, the lease assigned, or other interest in the premises be relinquished, to terminate this Franchise upon reimbursement to Franchisee of the Initial Fee. At such time as the Restaurant is completed and ready for occupancy, the Initial Fee shall be deemed to be earned. If the Restaurant is not ready for occupancy within one (1) year from the date of this Franchise, Franchisee shall have the right to terminate this Franchise and obtain an immediate refund of the Initial Fee upon written request to McDonald's.

10. **Reports.** On or before 11:00 a.m. Central Standard Time on the first business day of each month, Franchisee shall render, in a manner specified by McDonald's, a statement, in such form as McDonald's shall reasonably require from time to time, of all receipts from the operation of the Restaurant for the preceding month immediately ended. On or before the twenty-fifth (25th) day of each month Franchisee shall submit to McDonald's an operating statement and a statistical report for the previous month in form satisfactory to McDonald's. Franchisee shall keep and preserve full and complete records of Gross Sales for at least three (3) years in a manner and form satisfactory to McDonald's and shall also deliver such additional financial and operating reports and other information as McDonald's may reasonably request on the forms and in the manner

prescribed by McDonald's. Franchisee further agrees to submit within ninety (90) days following the close of each fiscal year of the Restaurant's operation, a profit and loss statement covering operations during such fiscal year and a balance sheet taken as of the close of such fiscal year, all prepared in accordance with generally accepted accounting principles. The profit and loss statement and the balance sheet shall, if McDonald's shall request certification, be certified by a certified public accountant. Franchisee shall at Franchisee's expense cause Franchisee's public accountant and certified public accountant, if any, to consult with McDonald's concerning such statement and balance sheet. The original of each such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

McDonald's shall have the right to inspect and/or audit Franchisee's accounts, books, records, and tax returns at all reasonable times to ensure that Franchisee is complying with the terms of this Franchise. If such inspection discloses that Gross Sales actually exceeded the amount reported by Franchisee as Gross Sales by an amount equal to two percent (2%) or more of Gross Sales originally reported to McDonald's, Franchisee shall bear the cost of such inspection and audit.

11. ***Restrictions.*** Franchisee agrees and covenants as follows:

(a) During the term of this Franchise, Franchisee shall not, without the prior written consent of McDonald's, directly or indirectly, engage in, acquire any financial or beneficial interest (including interests in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord for any restaurant business, which is similar to the Restaurant.

(b) Franchisee shall not, for a period of eighteen (18) months after termination of this Franchise for any reason or the sale of the Restaurant, directly or indirectly, engage in or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord of any restaurant business which is similar to the Restaurant within a ten-mile radius of the Restaurant.

(c) Franchisee shall not appropriate, use, or duplicate the McDonald's System, or any portion thereof, for use at any other self-service, carry-out, or other similar restaurant business.

(d) Franchisee shall not disclose or reveal any portion of the McDonald's System to a non-franchisee other than to Franchisee's Restaurant employees as an incident of their training.

(e) Franchisee shall acquire no right to use, or to license the use of, any name, mark, or other intellectual property right granted or to be granted herein, except in connection with the operation of the Restaurant.

The restrictions contained in paragraphs 11(a) and 11(b) herein shall not apply to ownership of less than two percent (2%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange.

12. ***Compliance With Entire System.*** Franchisee acknowledges that every component of the McDonald's System is important to McDonald's and to the operation of the Restaurant as a McDonald's

restaurant, including a designated menu of food and beverage products; uniformity of food specifications, preparation methods, quality, and appearance; and uniformity of facilities and service.

McDonald's shall have the right to inspect the Restaurant at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the McDonald's System.

Franchisee shall comply with the entire McDonald's System, including, but not limited to, the following:

(a) Operate the Restaurant in a clean, wholesome manner in compliance with prescribed standards of Quality, Service, and Cleanliness; comply with all business policies, practices, and procedures imposed by McDonald's; serve at the Restaurant only those food and beverage products now or hereafter designated by McDonald's; and maintain the building, fixtures, equipment, signage, seating and decor, and parking area in a good, clean, wholesome condition and repair, and well lighted and in compliance with designated standards as may be prescribed from time to time by McDonald's;

(b) Purchase kitchen fixtures, lighting, seating, signs, and other equipment in accordance with the equipment specifications and layout initially designated by McDonald's and, promptly after notice from McDonald's that the Restaurant premises are ready for occupancy, cause the installation thereof;

(c) Keep the Restaurant constructed and equipped in accordance with the building blueprints and equipment layout plans that are standard in the McDonald's System or as such blueprints and plans may be reasonably changed from time to time by McDonald's;

(d) Franchisee shall not, without the prior written consent of McDonald's: (i) make any building design conversion or (ii) make any alterations, conversions, or additions to the building, equipment, or parking area;

(e) Make repairs or replacements required: (i) because of damage or wear and tear or (ii) in order to maintain the Restaurant building and parking area in good condition and in conformity to blueprints and plans;

(f) Where parking is provided, maintain the parking area for the exclusive use of Restaurant customers;

(g) Operate the Restaurant seven (7) days per week throughout the year and at least during the hours from 7:00 a.m. to 11:00 p.m., or such other hours as may from time to time be prescribed by McDonald's (except when the Restaurant is untenable as a result of fire or other casualty), maintain sufficient supplies of food and paper products, and employ adequate personnel so as to operate the Restaurant at its maximum capacity and efficiency;

(h) Cause all employees of Franchisee, while working in the Restaurant, to: (i) wear uniforms of such color, design, and other specifications as McDonald's may designate from time to time; (ii) present a neat and clean appearance; and (iii) render competent and courteous service to Restaurant customers;

(i) In the dispensing and sale of food products: (i) use only containers, cartons, bags, napkins, other paper goods, and packaging bearing the approved trademarks and which meet the McDonald's

System specifications and quality standards which McDonald's may designate from time to time; (ii) use only those flavorings, garnishments, and food and beverage ingredients which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; and (iii) employ only those methods of food handling and preparation which McDonald's may designate from time to time;

(j) To make prompt payment in accordance with the terms of invoices rendered to Franchisee on Franchisee's purchase of fixtures, signs, equipment, and food and paper supplies; and

(k) At Franchisee's own expense, comply with all federal, state, and local laws, ordinances, and regulations affecting the operation of the Restaurant.

13. **Best Efforts.** Franchisee shall diligently and fully exploit the rights granted in this Franchise by personally devoting full time and best efforts and, in case more than one individual has executed this Franchise as the Franchisee, then _____ shall personally devote full time and best efforts to the operation of the Restaurant. Franchisee shall keep free from conflicting enterprises or any other activities which would be detrimental to or interfere with the business of the Restaurant.

14. **Interference With Employment Relations of Others.** During the term of this Franchise, Franchisee shall not employ or seek to employ any person who is at the time employed by McDonald's, any of its subsidiaries, or by any person who is at the time operating a McDonald's restaurant or otherwise induce, directly or indirectly, such person to leave such employment. This paragraph 14 shall not be violated if such person has left the employ of any of the foregoing parties for a period in excess of six (6) months.

15. **Assignment.** Without the prior written consent of McDonald's, Franchisee's interest in this Franchise shall not be assigned or otherwise transferred in whole or in part (whether voluntarily or by operation of law) directly, indirectly, or contingently, and then only in accordance with the terms of this paragraph 15.

(a) **Death or Permanent Incapacity of Franchisee.** Upon the death or permanent incapacity of Franchisee, the interest of Franchisee in this Franchise may be assigned either pursuant to the terms of paragraph 15(d) herein or to one or more of the following persons: Franchisee's spouse, heirs, or nearest relatives by blood or marriage, subject to the following conditions: (i) if, in the sole discretion of McDonald's, such person shall be capable of conducting the Restaurant business in accordance with the terms and conditions of this Franchise and (ii) if such person shall also execute an agreement by which the person personally assumes full and unconditional liability for and agrees to perform all the terms and conditions of this Franchise to the same extent as the original Franchisee. If, in McDonald's sole discretion, such person cannot devote full time and best efforts to the operation of the Restaurant or lacks the capacity to operate the Restaurant in accordance with this Franchise, McDonald's shall have an option to operate and/or manage the Restaurant for the account of Franchisee or of Franchisee's estate until the deceased or incapacitated Franchisee's interest is transferred to another party acceptable to McDonald's in accordance with the terms and conditions of this Franchise. However, in no event shall such McDonald's operation and management of the Restaurant continue for a period in excess of twelve (12) full calendar months without the consent of Franchisee or Franchisee's estate. In the event that McDonald's so operates and/or manages the Restaurant, McDonald's shall make a complete account to and return

the net income from such operation to the Franchisee or to Franchisee's estate, less a reasonable management fee and expenses. If the disposition of the Restaurant to a party acceptable to McDonald's has not taken place within twelve (12) months from the date that McDonald's has commenced the operation or management of the Restaurant on behalf of the deceased or incapacitated Franchisee, then, in that event, McDonald's shall have the option to purchase the Restaurant at fair market value for cash or its common stock at its option.

(b) Assignment to Franchisee's Corporation. Upon Franchisee's compliance with such requirements as may from time to time be prescribed by McDonald's, including a Stockholders Agreement in the form prescribed by McDonald's, McDonald's shall consent to an assignment to a corporation whose shares are wholly owned and controlled by Franchisee. The corporate name of the corporation shall not include any of the names or trademarks granted by this Franchise. Any subsequent assignment or transfer, either voluntarily or by operation of law, of all or any part of said shares shall be made in compliance with the terms and conditions set forth in paragraphs 15(a) and 15(d) herein.

(c) First Option to Purchase. Franchisee or Franchisee's representative shall, at least twenty (20) days prior to the proposed effective date, give McDonald's written notice of intent to sell or otherwise transfer this Franchise pursuant to paragraph 15(d). The notice shall set forth the name and address of the proposed purchaser and all the terms and conditions of any offer. McDonald's shall have the first option to purchase the Restaurant by giving written notice to Franchisee of its intention to purchase on the same terms as the offer within ten (10) days following McDonald's receipt of such notice. However, if McDonald's fails to exercise its option and the Restaurant is not subsequently sold to the proposed purchaser for any reason, McDonald's shall continue to have, upon the same conditions, a first option to purchase the Restaurant upon the terms and conditions of any subsequent offer.

(d) Other Assignment. In addition to any assignments or contingent assignments contemplated by the terms of paragraphs 15(a) and 15(b), Franchisee shall not sell, transfer, or assign this Franchise to any person or persons without McDonald's prior written consent. Such consent shall not be arbitrarily withheld.

In determining whether to grant or to withhold such consent, McDonald's shall consider of each prospective transferee, by way of illustration, the following: (i) work experience and aptitude, (ii) financial background, (iii) character, (iv) ability to personally devote full time and best efforts to managing the Restaurant, (v) residence in the locality of the Restaurant, (vi) equity interest in the Restaurant, (vii) conflicting interests, and (viii) such other criteria and conditions as McDonald's shall then apply in the case of an application for a new franchise to operate a McDonald's restaurant. McDonald's consent shall also be conditioned each upon such transferee's execution of an agreement by which transferee personally assumes full and unconditional liability for and agrees to perform from the date of such transfer all obligations, covenants, and agreements contained in this Franchise to the same extent as if transferee had been an original party to this Franchise. Franchisee and each transferor shall continue to remain personally liable for all affirmative obligations, covenants, and agreements contained herein for the full term of this Franchise or for such shorter period as McDonald's may,

in its sole discretion, determine. Upon each assignment or other transfer of this Franchise to any person or persons under the terms and conditions of this paragraph 15(d), the percentage service fee charge owing to McDonald's after the date of such assignment or transfer shall be automatically adjusted to the then prevailing percentage service fee charge required under new Franchises issued by McDonald's for similar McDonald's restaurants at the time of such assignment or transfer.

16. ***Franchisee Not an Agent of McDonald's.*** Franchisee shall have no authority, express or implied, to act as agent of McDonald's or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business, including any personal property, equipment, fixtures, or real property connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant. Further, Franchisee and McDonald's are not and do not intend to be partners, associates, or joint employers in any way and McDonald's shall not be construed to be jointly liable for any acts or omissions of Franchisee under any circumstances.

17. ***Insurance.*** Franchisee shall, upon taking possession of the Restaurant, acquire and maintain in effect such insurance with such coverages as may be required by the terms of any lease of the Restaurant premises to McDonald's, and in any event, Franchisee shall acquire and maintain in effect not less than the following coverages in the following minimum amounts:

(a) Worker's Compensation insurance prescribed by law in the state in which the Restaurant is located and Employer's Liability Insurance with \$100,000/\$500,000/\$100,000 minimum limit. If the state in which the Restaurant is located allows the option of not carrying Worker's Compensation Insurance, and Franchisee chooses to exercise that option, Franchisee shall nonetheless carry and maintain other insurance with coverage and limits as approved by McDonald's.

(b) Commercial general liability insurance in a form approved by McDonald's with a limit of \$5,000,000 per occurrence/\$5,000,000 aggregate.

(c) All such insurance as may be required under the Lease.

All insurance policies required to be carried hereunder shall name McDonald's and any party designated by McDonald's as additional insureds, as their interests may appear in this Franchise. All policies shall be effective on or prior to the date Franchisee is given possession of the Restaurant premises for the purpose of installing equipment or opening the Restaurant, whichever occurs first, and evidence of payment of premiums and duplicate copies of policies of the insurance required herein shall be delivered to McDonald's at least thirty (30) days prior to the date that Franchisee opens for business and/or thirty (30) days prior to the expiration date of an existing policy of insurance. All policies of insurance shall include a provision prohibiting cancellations or material changes to the policy thereof until thirty (30) days prior written notice has been given to McDonald's.

In the event Franchisee shall fail to obtain the insurance required herein, McDonald's may, but is not obligated to, purchase said insurance, adding the premiums paid to Franchisee's monthly rent. (Franchisee may authorize McDonald's to purchase and to administer the required minimum insurance on Franchisee's behalf. However, McDonald's, by placement of the required minimum insurance, assumes no responsibility for premium expense nor guarantees payment for any losses sustained by Franchisee.) McDonald's may relieve itself of all obligations with respect to the purchase and administration of such required insurance coverage by giving ten (10) days written notice to Franchisee.

All insurance shall be placed with a reputable insurance company licensed to do business in the state in which the Restaurant is located and having a Financial Size Category equal to or greater than IX and Policyholders Rating of "A+" or "A", as assigned by Alfred M. Best and Company, Inc., unless otherwise approved by McDonald's.

18. **Material Breach.** The parties agree that the happening of any of the following events shall constitute a material breach of this Franchise and violate the essence of Franchisee's obligations and, without prejudice to any of its other rights or remedies at law or in equity, McDonald's, at its election, may terminate this Franchise upon the happening of any of the following events:

(a) Franchisee shall fail to maintain and operate the Restaurant in a good, clean, wholesome manner and in compliance with the standards prescribed by the McDonald's System;

(b) Franchisee shall be adjudicated a bankrupt, become insolvent, or a receiver, whether permanent or temporary, for all or substantially all of Franchisee's property, shall be appointed by any court, or Franchisee shall make a general assignment for the benefit of creditors, or a voluntary or involuntary petition under any bankruptcy law shall be filed with respect to Franchisee and shall not be dismissed within thirty (30) days thereafter;

(c) Any payment owing to McDonald's is not paid within thirty (30) days after the date such payment is due;

(d) Any judgment or judgments aggregating in excess of \$5,000.00 against Franchisee or any lien in excess of \$5,000.00 against Franchisee's property shall remain unsatisfied or unbonded of record in excess of thirty (30) days;

(e) Franchisee shall cause, suffer, or permit (voluntarily or involuntarily) Franchisee's right of possession as lessee or sublessee of the premises on which the Restaurant is located to be terminated prematurely for any cause whatever;

(f) Franchisee shall acquire any interest in a business in violation of paragraph 11(a);

(g) Franchisee shall duplicate the McDonald's System in violation of paragraph 11(c);

(h) Franchisee shall make or cause a disclosure of any portion of the McDonald's System in violation of paragraph 11(d) or shall make or cause a disclosure of part of the McDonald's System business manuals;

(i) Franchisee shall violate paragraph 11(e) by use of any name, trademark, service mark, or other intellectual property right exceeding the restrictions of said paragraph 11;

(j) Franchisee shall knowingly sell food or beverage products other than those designated by McDonald's or which fail to conform to McDonald's System specifications for those products, or which are not prepared in accordance with the methods prescribed by McDonald's, or fail to sell products designated by McDonald's;

(k) Any assignment or other transfer of any interest of the Franchisee in this Franchise shall occur in violation of paragraph 15(d) herein;

(l) Franchisee shall deny McDonald's the right to inspect the Restaurant at reasonable times;

(m) Franchisee shall fail to make or make repeated delays in the prompt payment of undisputed invoices from suppliers or in the remittance of payments as required by this Franchise;

(n) Franchisee makes any misrepresentations to McDonald's relating to the acquisition and/or ownership of this Franchise;

(o) Franchisee engages in public conduct which reflects materially and unfavorably upon the operation of the Restaurant, the reputation of the McDonald's System, or the goodwill associated with the McDonald's trademarks; provided that engaging in legitimate political activity (including testifying, lobbying, or otherwise attempting to influence legislation) shall not be grounds for termination;

(p) Franchisee is convicted of, pleads guilty or no contest to a felony, or any other crime that is reasonably likely to adversely affect the McDonald's System, the Restaurant, or the goodwill associated with the McDonald's trademarks; or

(q) Franchisee intentionally understates Gross Sales reported to McDonald's.

19. **Other Breaches.** If Franchisee fails in the performance of any of the terms and conditions of this Franchise (other than performance of the terms and conditions listed in paragraph 18), Franchisee shall be guilty of a breach of this Franchise which shall not (except in the case of repeated breaches of the same or of different terms and conditions of this Franchise) constitute grounds for termination of this Franchise. McDonald's shall have the right to seek judicial enforcement of its rights and remedies, including, but not limited to, injunctive relief, damages, or specific performance. Notwithstanding any of the provisions of this paragraph 19, any uncured breach of the terms of this Franchise (whether of paragraph 18 or 19) shall be sufficient reason for McDonald's to withhold approval of its consent to any assignment or transfer of Franchisee's interest in this Franchise provided for herein.

20. **Effect of Termination.**

(a) In the event of any material breach of this Franchise, McDonald's shall have an immediate right to enter and take possession of the Restaurant in order to maintain continuous operation of the Restaurant, to provide for orderly change of management and disposition of personal property, and to otherwise protect McDonald's interest.

(b) Upon termination of this Franchise due to any breach or breaches, Franchisee shall not, without the prior written consent of McDonald's, remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements from the premises either prior to or for a period of thirty (30) days following such termination. McDonald's shall have the option for thirty (30) days following any such termination to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(c) Upon termination of this Franchise due to the expiration of its term or as a result of any eminent domain proceedings affecting the premises upon which the Restaurant is situated, Franchisee shall not remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements within sixty (60) days prior to the date specified for termination or the date specified for takeover by any public authority. McDonald's shall, upon written notice of its intention to purchase said property at least thirty (30) days prior to such date of termination, have the option to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(d) Upon termination or expiration of this Franchise, Franchisee shall: (i) forthwith return to McDonald's the business manuals furnished to Franchisee, together with all other material containing trade secrets, operating instructions, or business practices; (ii) discontinue the use of the McDonald's System and its associated trade names, service marks, and trademarks or the use of any and all signs and printed goods bearing such names and marks, or any reference to them; (iii) not disclose, reveal, or publish all or any portion of the McDonald's System; and (iv) not thereafter use any trade name, service mark, or trademark similar to or likely to be confused with any trade name, service mark, or trademark used at any time in the McDonald's System.

21. ***Effect of Waivers.*** No waiver by McDonald's or any breach or a series of breaches of this Franchise shall constitute a waiver of any subsequent breach or waiver of the terms of this Franchise.

22. ***Notices.*** Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at **ONE McDONALD'S PLAZA, OAK BROOK, ILLINOIS 60523**. Either party, by a similar written notice, may change the address to which notices shall be sent.

23. ***Cost of Enforcement.*** If McDonald's institutes any action at law or in equity against Franchisee to secure or protect McDonald's rights under or to enforce the terms of this Franchise, in addition to any judgment entered in its favor, McDonald's shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court together with court costs and expenses of litigation.

24. ***Indemnification.*** If McDonald's shall be subject to any claim, demand, or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Franchisee or Franchisee's employees or agents, or by reason of any act occurring on the Restaurant premises, or by reason of an omission with respect to the business or operation of the Restaurant, Franchisee shall indemnify

and hold McDonald's harmless against all judgments, settlements, penalties, and expenses, including attorneys' fees, court costs, and other expenses of litigation or administrative proceeding, incurred by or imposed on McDonald's in connection with the investigation or defense relating to such claim, litigation, or administrative proceeding and, at the election of McDonald's, Franchisee shall also defend McDonald's.

25. ***Construction and Severability.*** All references in this Franchise to the singular shall include the plural where applicable. If any part of this Franchise for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In the event that any material provision of this Franchise shall be stricken or declared invalid, McDonald's reserves the right to terminate this Franchise.

26. ***Scope and Modification of Franchise.*** This Franchise (including Exhibit A and any riders hereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties. Nothing in this Franchise or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee. No interpretation, change, termination, or waiver of any of the provisions hereof shall be binding upon McDonald's unless in writing signed by an officer or franchising director of McDonald's, and which is specifically identified as an amendment hereto. No modification, waiver, termination, rescission, discharge, or cancellation of this Franchise shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge, or cancellation.

27. ***Governing Laws.*** The terms and provisions of this Franchise shall be interpreted in accordance with and governed by the laws of the state of Illinois.

28. ***Acknowledgment.*** Franchisee acknowledges that:

(a) The term of this Franchise is set forth in paragraph 2(b) hereof with no promise or representation as to the renewal of this Franchise or the grant of a new franchise;

(b) Franchisee hereby represents that Franchisee has received a copy of this Franchise, has read and understands all obligations being undertaken, and has had an opportunity to consult with Franchisee's attorney with respect thereto at least seven (7) calendar days prior to execution;

(c) No representation has been made by McDonald's as to the future profitability of the Restaurant;

(d) Prior to the execution of this Franchise, Franchisee has worked at a McDonald's restaurant and has had ample opportunity to contact existing franchisees of McDonald's and to investigate all representations made by McDonald's relating to the McDonald's System;

(e) This Franchise establishes the Restaurant at the location specified on page 1 hereof only and that no "exclusive," "protected," or other territorial rights in the contiguous market area of such Restaurant is hereby granted or inferred;

(f) This Franchise supersedes any and all other agreements and representations respecting the Restaurant and contains all the terms, conditions, and obligations of the parties with respect to the grant of this Franchise; however, nothing in this Franchise or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee;

(g) McDonald's or its affiliates are the sole owner(s) of the trademarks, trade names, service marks, and goodwill associated therewith, respectively, and Franchisee acquires no right, title, or interest in those names and marks other than the right to use them only in the manner and to the extent prescribed and approved by McDonald's;

(h) No future franchise or offers of franchises for additional McDonald's restaurants, other than this Franchise, have been promised to Franchisee and any other franchise offer shall only be in writing, executed by an officer or franchising director of McDonald's, and identified as a Franchise Agreement or Rewrite (New Term) Offer Letter;

(i) Neither McDonald's nor anyone acting on its behalf has made any representations, inducements, promises, or agreements, orally or otherwise, respecting the subject matter of this Franchise, which is not embodied herein or set forth in the Franchise Disclosure Document; and

(j) This Franchise is offered to Franchisee personally and to no others, and may not be accepted by any other person, partnership, or corporation, or transferred by assignment, will, or operation of law.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, in duplicate, the day and year in this instrument first above written.

McDONALD'S USA, LLC

Franchisee

By: _____

Date

Prepared By: _____

Date

The following changes are made to the Franchise Agreement in the following states:

Minnesota Paragraph 27 continues with, “Nothing in this Franchise or the Franchise Disclosure Document shall in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

A new Paragraph 28(h) is inserted (and remaining sub-paragraphs are renamed (i) through (k)) as follows: “McDonald’s considers the trademarks, trade names, logo types, service marks, and commercial symbols to be valuable property rights and continually protects against infringement of these assets. It protects franchisees against claims of infringement or unfair competition to which the franchisees might become subjected because of their authorized use of the trademarks, service marks, logo types, or other commercial symbols in the United States.”

Paragraph 28(l) is added as follows: “With respect to franchises governed by Minnesota law, McDonald’s will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4, and 5 which require, except in certain specified cases, that the Franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and 180 days notice for non-renewal of this Franchise; and that consent to the transfer of this Franchise will not be unreasonably withheld.”

North Dakota Paragraph 11(b) continues with, “Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, Franchisee and McDonald’s agree to enforce these provisions to the extent allowed under law.”

Paragraph 27 continues with, “, except that North Dakota law will govern with respect to claims arising under the North Dakota Franchise Investment Law.”

Washington Paragraph 28(k) is added as follows: “In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, this Franchise shall be modified as follows:

The State of Washington has a statute, RCW 19.100.180, which might supersede this Franchise in Franchisee’s relationship with McDonald’s, including the areas of termination and renewal of this Franchise. There also might be court decisions which supersede this Franchise in Franchisee’s relationship with McDonald’s, including the areas of termination and renewal of this Franchise.

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the 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 which 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, might not be enforceable; however, McDonald’s and Franchisee agree to enforce them to the maximum extent the law allows.”

EXHIBIT D

FRANCHISE AGREEMENT (WALMART)

[CITY, STATE]

[Address]

L/C: _____

File #: _____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise") made this ____ day of _____, for the operation of a McDonald's restaurant at the Walmart store located at _____ (the "Restaurant") by and between:

McDONALD'S USA, LLC,

a Delaware limited liability company,

("McDonald's")

and

(collectively "Franchisee")

for the purpose of granting the Franchisee the rights necessary to operate the Restaurant.

In consideration of the mutual rights and obligations contained herein McDonald's and Franchisee agree as follows:

1. ***Nature and Scope of Franchise.***

(a) McDonald's operates a restaurant system ("McDonald's System"). The McDonald's System is a comprehensive system for the ongoing development, operation, and maintenance of McDonald's restaurant locations which have been selected and developed for the retailing of a limited menu of uniform and quality food products, emphasizing prompt and courteous service in a clean, wholesome atmosphere which is intended to be attractive to children and families and includes proprietary rights in certain valuable trade names, service marks, and trademarks, including the trade names "McDonald's" and "McDonald's Hamburgers," designs and color schemes for restaurant buildings, signs, equipment layouts, formulas and specifications for certain food products, methods of inventory and operation control, bookkeeping and accounting, and manuals covering business practices and policies. The McDonald's System is operated and is advertised widely within the United States of America and in certain foreign countries.

(b) McDonald's holds the right to authorize the adoption and use of the McDonald's System at the Restaurant. McDonald's entered into a Master Lease Agreement with certain Wal-Mart entities (collectively "Walmart") dated February 1, 2011 ("Master Lease"), a copy of which is attached hereto as

Exhibit A and made a part hereof. The Master Lease provides McDonald's with the opportunity to operate the Restaurant within the Walmart store located at the above address ("Walmart Store"). The rights granted to the Franchisee to operate the Restaurant are set forth in this Franchise, including the Master Lease. The rights granted to Franchisee are subject to the Master Lease. Franchisee acknowledges receipt of a copy of the Master Lease, and Franchisee agrees to comply with all of the provisions of the Master Lease except for McDonald's rent, Utility Reimbursement, and Licensed Premise Improvement Charge obligations.

(c) The foundation of the McDonald's System and the essence of this Franchise is the adherence by Franchisee to standards and policies of McDonald's providing for the uniform operation of all McDonald's restaurants within the McDonald's System including, but not limited to, serving only designated food and beverage products; the use of only prescribed equipment and building layout and designs; strict adherence to designated food and beverage specifications and to McDonald's prescribed standards of Quality, Service, and Cleanliness in the Restaurant operation. Compliance by Franchisee with the foregoing standards and policies in conjunction with the McDonald's trademarks and service marks provides the basis for the valuable goodwill and wide family acceptance of the McDonald's System. Moreover, the establishment and maintenance of a close personal working relationship with McDonald's in the conduct of Franchisee's McDonald's restaurant business, Franchisee's accountability for performance of the obligations contained in this Franchise, and Franchisee's adherence to the tenets of the McDonald's System constitute the essence of this Franchise.

(d) The provisions of this Franchise shall be interpreted to give effect to the intent of the parties stated in this paragraph 1 so that the Restaurant shall be operated in conformity to the McDonald's System through strict adherence to McDonald's standards and policies as they exist now and as they may be from time to time modified.

(e) Franchisee acknowledges Franchisee's understanding of McDonald's basic business policy that McDonald's will grant franchises only to those individuals who live in the locality of their McDonald's restaurant, actually own the entire equity interest in the business of the Restaurant and its profits, and who will work full time at their McDonald's restaurant business. Franchisee represents, warrants, and agrees that Franchisee actually owns the complete equity interest in this Franchise and the profits from the operation of the Restaurant, and that Franchisee shall maintain such interest during the term of this Franchise except only as otherwise permitted pursuant to the terms and conditions of this Franchise. Franchisee agrees to furnish McDonald's with such evidence as McDonald's may request, from time to time, for the purpose of assuring McDonald's that Franchisee's interest remains as represented herein.

(f) Franchisee agrees to pay to McDonald's all required payments under this Franchise, including, without limitation, the payments set forth in paragraphs 8 and 9 herein. All payments hereby required constitute a single financial arrangement between Franchisee and McDonald's which, taken as a whole and without regard to any designation or descriptions, reflect the value of the authorization being made available to the Franchisee by McDonald's in this Franchise and the services rendered by McDonald's during the term hereof.

2. ***Franchise Grant and Term.***

(a) McDonald's grants to Franchisee for the following stated term the right, license, and privilege:

- (i) to adopt and use the McDonald's System at the Restaurant;
- (ii) to advertise to the public that Franchisee is a franchisee of McDonald's;
- (iii) to adopt and use, but only in connection with the sale of those food and beverage products which have been designated by McDonald's at the Restaurant, the trade names, trademarks, and service marks which McDonald's shall designate, from time to time, to be part of the McDonald's System; and
- (iv) to occupy the Restaurant as provided herein.

The rights granted under this Franchise are limited to the Restaurant's location only.

(b) The term of this Franchise shall begin on _____, and end on the earlier of: (i) _____, (ii) the termination of this Franchise pursuant to the provisions hereof, (iii) the closing of the Walmart Store, or (iv) the termination of the Master Lease.

3. ***General Services of McDonald's.*** McDonald's shall advise and consult with Franchisee periodically in connection with the operation of the Restaurant and also, upon Franchisee's request, at other reasonable times. McDonald's shall communicate to Franchisee know-how, new developments, techniques, and improvements in areas of restaurant management, food preparation, and service which are pertinent to the operation of a restaurant using the McDonald's System. The communications shall be accomplished by visits by operations consultants, printed and filmed reports, seminars, and newsletter mailings. McDonald's shall also make available to Franchisee all additional services, facilities, rights, and privileges relating to the operation of the Restaurant which McDonald's makes generally available, from time to time, to all its franchisees operating McDonald's restaurants.

4. ***Manuals.*** McDonald's shall provide Franchisee with the business manuals prepared for use by franchisees of McDonald's restaurants similar to the Restaurant. The business manuals contain detailed information including: (a) required operations procedures; (b) methods of inventory control; (c) bookkeeping and accounting procedures; (d) business practices and policies; and (e) other management and advertising policies. Franchisee agrees to promptly adopt and use exclusively the formulas, methods, and policies contained in the business manuals, now and as they may be modified from time to time. Franchisee acknowledges that McDonald's or its affiliates own all proprietary rights in and to the McDonald's System and that the information revealed in the business manuals, in their entirety, constitute confidential trade secrets. Without the prior written consent of McDonald's, Franchisee shall not disclose the contents of the business manuals to any person, except employees of Franchisee for purposes related solely to the operation of the Restaurant, nor shall Franchisee reprint or reproduce the manuals in whole or in part for any purpose except in connection with instruction of employees in the operation of the Restaurant. Such manuals, as modified from time to time, and the policies contained therein, are incorporated in this Franchise by reference.

5. **Advertising.** McDonald's employs both public relations and advertising specialists who formulate and carry out national and local advertising programs for the McDonald's System.

Franchisee shall use only advertising and promotional materials and programs provided by McDonald's or approved in advance, in writing, by McDonald's. Neither the approval by McDonald's of Franchisee's advertising and promotional material nor the providing of such material by McDonald's to Franchisee shall, directly or indirectly, require McDonald's to pay for such advertising or promotion.

Franchisee shall expend during each calendar year for advertising and promotion of the Restaurant to the general public an amount which is not less than four percent (4%) of Gross Sales (as that term is defined in paragraph 7) for such year. Expenditures by Franchisee to national and regional cooperative advertising and promotion of the McDonald's System, or to a group of McDonald's restaurants which includes the Restaurant, shall be a credit against the required minimum expenditures for advertising and promotion to the general public.

6. **Training.** McDonald's shall make available to Franchisee the services of Hamburger University, the international training center for the McDonald's System. Franchisee acknowledges the importance of quality of business operation among all restaurants in the McDonald's System and agrees to enroll Franchisee and Franchisee's managers, present and future, at Hamburger University or at such other training center as may be designated by McDonald's from time to time. McDonald's shall bear the cost of maintaining Hamburger University and any other training centers, including the overhead costs of training, staff salaries, materials, and all technical training tools, and agrees to provide to Franchisee both basic and advanced instruction for the operation of a McDonald's System restaurant. Franchisee shall pay all traveling, living, compensation, or other expenses incurred by Franchisee and Franchisee's employees in connection with attendance at Hamburger University or such other training centers.

7. **Gross Sales.** For the purposes of this Franchise, the term "Gross Sales" shall mean all revenues from sales of the Franchisee based upon all business conducted upon or from the Restaurant, whether such sales be evidenced by check, cash, credit, charge account, exchange, or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares, and merchandise, including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, together with the amount of all orders taken or received at the Restaurant, whether such orders be filled from the Restaurant or elsewhere. Gross Sales shall not include sales of merchandise for which cash has been refunded, provided that such sales shall have previously been included in Gross Sales. There shall be deducted from Gross Sales the price of merchandise returned by customers for exchange, provided that such returned merchandise shall have been previously included in Gross Sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and actually paid by the Franchisee to such governmental authority. Each charge or sale upon credit shall

be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when the Franchisee shall receive payment (whether full or partial) therefor.

8. (a) **System Fee.** Franchisee shall pay a monthly system fee, based upon the Gross Sales of the Restaurant for the preceding month immediately ended, on or before the tenth (10th) day of the following month. The system fee consists of a four percent (4.0%) service fee plus the percent rent in the amount calculated using the chart attached hereto as Schedule B and made a part hereof.

(b) **Method of Payment.** Franchisee shall at all times participate in the McDonald's automatic debit/credit transfer program as specified by McDonald's from time to time for the payment of all amounts due McDonald's pursuant to this Franchise. Franchisee shall execute and deliver to McDonald's such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

(c) **Interest on Delinquencies.** In the event that the Franchisee is past due on the payment of any amount due McDonald's under this Franchise, including accrued interest, the Franchisee shall be required, to the extent permitted by law, to pay interest on the past due amount to McDonald's for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then fifteen percent (15%). Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365.

9. **Annual Fee.** Franchisee acknowledges that: (a) the initial grant of this Franchise constitutes the sole consideration for the payment of an Annual Fee of One Thousand Dollars (\$1,000.00) to be paid by Franchisee to McDonald's on January 10 of each year this Franchise is in effect; and (b) the fee has been earned by McDonald's.

10. **Reports.** On or before 11:00 a.m. Central Standard Time on the first business day of each month, Franchisee shall render, in a manner specified by McDonald's, a statement, in such form as McDonald's shall reasonably require from time to time, of all receipts from the operation of the Restaurant for the preceding month immediately ended. On or before the twenty-fifth (25th) day of each month Franchisee shall submit to McDonald's an operating statement and a statistical report for the previous month in form satisfactory to McDonald's. Franchisee shall keep and preserve full and complete records of Gross Sales for at least three (3) years in a manner and form satisfactory to McDonald's and shall also deliver such additional financial and operating reports and other information as McDonald's may reasonably request on the forms and in the manner prescribed by McDonald's. Franchisee further agrees to submit within ninety (90) days following the close of each fiscal year of the Restaurant's operation, a profit and loss statement covering operations during such fiscal year and a balance sheet taken as of the close of such fiscal year, all prepared in accordance with generally accepted accounting principles. The profit and loss statement and the balance sheet shall, if McDonald's shall request certification, be certified by a certified public accountant. Franchisee shall at Franchisee's expense cause Franchisee's public accountant and certified public accountant, if any, to consult with McDonald's concerning

such statement and balance sheet. The original of each such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

McDonald's shall have the right to inspect and/or audit Franchisee's accounts, books, records, and tax returns at all reasonable times to ensure that Franchisee is complying with the terms of this Franchise. If such inspection discloses that Gross Sales actually exceeded the amount reported by Franchisee as Gross Sales by an amount equal to two percent (2%) or more of Gross Sales originally reported to McDonald's, Franchisee shall bear the cost of such inspection and audit.

11. ***Restrictions.*** Franchisee agrees and covenants as follows:

(a) During the term of this Franchise, Franchisee shall not, without the prior written consent of McDonald's, directly or indirectly, engage in, acquire any financial or beneficial interest (including interests in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord for any restaurant business, which is similar to the Restaurant.

(b) Franchisee shall not, for a period of eighteen (18) months after termination of this Franchise for any reason or the sale of the Restaurant, directly or indirectly, engage in or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord of any restaurant business which is similar to the Restaurant within a ten-mile radius of the Restaurant.

(c) Franchisee shall not appropriate, use, or duplicate the McDonald's System, or any portion thereof, for use at any other self-service, carry-out, or other similar restaurant business.

(d) Franchisee shall not disclose or reveal any portion of the McDonald's System to a non-franchisee other than to Franchisee's Restaurant employees as an incident of their training.

(e) Franchisee shall acquire no right to use, or to license the use of, any name, mark, or other intellectual property right granted or to be granted herein, except in connection with the operation of the Restaurant.

The restrictions contained in paragraphs 11(a) and 11(b) herein shall not apply to ownership of less than two percent (2%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange.

12. ***Compliance With Entire System.*** Franchisee acknowledges that every component of the McDonald's System is important to McDonald's and to the operation of the Restaurant as a McDonald's restaurant, including a designated menu of food and beverage products; uniformity of food specifications, preparation methods, quality, and appearance; and uniformity of facilities and service.

McDonald's shall have the right to inspect the Restaurant at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the McDonald's System.

Franchisee shall comply with the entire McDonald's System, including, but not limited to, the following:

(a) Operate the Restaurant in a clean, wholesome manner in compliance with prescribed standards of Quality, Service, and Cleanliness; comply with all business policies, practices, and procedures imposed by McDonald's; serve at the Restaurant only those food and beverage products now or hereafter designated by McDonald's; and maintain the building, fixtures, equipment, signage, seating and decor, and parking area in a good, clean, wholesome condition and repair, and well lighted and in compliance with designated standards as may be prescribed from time to time by McDonald's;

(b) Purchase kitchen fixtures, lighting, seating, signs, and other equipment in accordance with the equipment specifications and layout initially designated by McDonald's and, promptly after notice from McDonald's that the Restaurant premises are ready for occupancy, cause the installation thereof;

(c) Keep the Restaurant constructed and equipped in accordance with the building blueprints and equipment layout plans that are standard in the McDonald's System or as such blueprints and plans may be reasonably changed from time to time by McDonald's;

(d) Franchisee shall not, without the prior written consent of McDonald's: (i) make any building design conversion or (ii) make any alterations, conversions, or additions to the building, equipment, or parking area;

(e) Make repairs or replacements required: (i) because of damage or wear and tear or (ii) in order to maintain the Restaurant building and parking area in good condition and in conformity to blueprints and plans;

(f) Where parking is provided, maintain the parking area for the exclusive use of Restaurant customers;

(g) Operate the Restaurant seven (7) days per week throughout the year and at least during the greater of: (i) the hours from 7:00 a.m. to 11:00 p.m. or (ii) the hours of operation of the Walmart Store, or such other hours as may from time to time be prescribed by McDonald's (except when the Restaurant is untenable as a result of fire or other casualty); maintain sufficient supplies of food and paper products; and employ adequate personnel so as to operate the Restaurant at its maximum capacity and efficiency;

(h) Cause all employees of Franchisee, while working in the Restaurant, to: (i) wear uniforms of such color, design, and other specifications as McDonald's may designate from time to time; (ii) present a neat and clean appearance; and (iii) render competent and courteous service to Restaurant customers;

(i) In the dispensing and sale of food products: (i) use only containers, cartons, bags, napkins, other paper goods, and packaging bearing the approved trademarks and which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; (ii) use only those flavorings, garnishments, and food and beverage ingredients which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; and (iii) employ only those methods of food handling and preparation which McDonald's may designate from time to time;

(j) To make prompt payment in accordance with the terms of invoices rendered to Franchisee on Franchisee's purchase of fixtures, signs, equipment, and food and paper supplies; and

(k) At Franchisee's own expense, comply with all federal, state, and local laws, ordinances, and regulations affecting the operation of the Restaurant.

13. **Best Efforts.** Franchisee shall diligently and fully exploit the rights granted in this Franchise by personally devoting full time and best efforts and, in case more than one individual has executed this Franchise as the Franchisee, then _____ shall personally devote full time and best efforts to the operation of the Restaurant. Franchisee shall keep free from conflicting enterprises or any other activities which would be detrimental to or interfere with the business of the Restaurant.

14. **Interference With Employment Relations of Others.** During the term of this Franchise, Franchisee shall not employ or seek to employ any person who is at the time employed by McDonald's, any of its subsidiaries, or by any person who is at the time operating a McDonald's restaurant or otherwise induce, directly or indirectly, such person to leave such employment. This paragraph 14 shall not be violated if such person has left the employ of any of the foregoing parties for a period in excess of six (6) months.

15. **Assignment.** Without the prior written consent of McDonald's, Franchisee's interest in this Franchise shall not be assigned or otherwise transferred in whole or in part (whether voluntarily or by operation of law) directly, indirectly, or contingently, and then only in accordance with the terms of this paragraph 15.

(a) **Death or Permanent Incapacity of Franchisee.** Upon the death or permanent incapacity of Franchisee, the interest of Franchisee in this Franchise may be assigned either pursuant to the terms of paragraph 15(d) herein or to one or more of the following persons: Franchisee's spouse, heirs, or nearest relatives by blood or marriage, subject to the following conditions: (i) if, in the sole discretion of McDonald's, such person shall be capable of conducting the Restaurant business in accordance with the terms and conditions of this Franchise and (ii) if such person shall also execute an agreement by which the person personally assumes full and unconditional liability for and agrees to perform all the terms and conditions of this Franchise to the same extent as the original Franchisee. If, in McDonald's sole discretion, such person cannot devote full time and best efforts to the operation of the Restaurant or lacks the capacity to operate the Restaurant in accordance with this Franchise, McDonald's shall have an option to operate and/or manage the Restaurant for the account of Franchisee or of Franchisee's estate until the deceased or incapacitated Franchisee's interest is transferred to another party acceptable to McDonald's in accordance with the terms and conditions of this Franchise. However, in no event shall such McDonald's operation and management of the Restaurant continue for a period in excess of twelve (12) full calendar months without the consent of Franchisee or Franchisee's estate. In the event that McDonald's so operates and/or manages the Restaurant, McDonald's shall make a complete account to and return the net income from such operation to the Franchisee or to Franchisee's estate, less a reasonable management fee and expenses. If the disposition of the Restaurant to a party acceptable to McDonald's has not taken place within twelve (12) months from the date that McDonald's has commenced the operation or management of the Restaurant on behalf of the deceased or incapacitated Franchisee, then, in that event, McDonald's shall have the option to purchase the Restaurant at fair market value for cash or its common stock at its option.

(b) Assignment to Franchisee's Corporation. Upon Franchisee's compliance with such requirements as may from time to time be prescribed by McDonald's, including a Stockholders Agreement in the form prescribed by McDonald's, McDonald's shall consent to an assignment to a corporation whose shares are wholly owned and controlled by Franchisee. The corporate name of the corporation shall not include any of the names or trademarks granted by this Franchise. Any subsequent assignment or transfer, either voluntarily or by operation of law, of all or any part of said shares shall be made in compliance with the terms and conditions set forth in paragraphs 15(a) and 15(d) herein.

(c) First Option to Purchase. Franchisee or Franchisee's representative shall, at least twenty (20) days prior to the proposed effective date, give McDonald's written notice of intent to sell or otherwise transfer this Franchise pursuant to paragraph 15(d). The notice shall set forth the name and address of the proposed purchaser and all the terms and conditions of any offer. McDonald's shall have the first option to purchase the Restaurant by giving written notice to Franchisee of its intention to purchase on the same terms as the offer within ten (10) days following McDonald's receipt of such notice. However, if McDonald's fails to exercise its option and the Restaurant is not subsequently sold to the proposed purchaser for any reason, McDonald's shall continue to have, upon the same conditions, a first option to purchase the Restaurant upon the terms and conditions of any subsequent offer.

(d) Other Assignment. In addition to any assignments or contingent assignments contemplated by the terms of paragraphs 15(a) and 15(b), Franchisee shall not sell, transfer, or assign this Franchise to any person or persons without McDonald's prior written consent. Such consent shall not be arbitrarily withheld.

In determining whether to grant or to withhold such consent, McDonald's shall consider of each prospective transferee, by way of illustration, the following: (i) work experience and aptitude, (ii) financial background, (iii) character, (iv) ability to personally devote full time and best efforts to managing the Restaurant, (v) residence in the locality of the Restaurant, (vi) equity interest in the Restaurant, (vii) conflicting interests, and (viii) such other criteria and conditions as McDonald's shall then apply in the case of an application for a new franchise to operate a McDonald's restaurant. McDonald's consent shall also be conditioned each upon such transferee's execution of an agreement by which transferee personally assumes full and unconditional liability for and agrees to perform from the date of such transfer all obligations, covenants, and agreements contained in this Franchise to the same extent as if transferee had been an original party to this Franchise. Franchisee and each transferor shall continue to remain personally liable for all affirmative obligations, covenants, and agreements contained herein for the full term of this Franchise or for such shorter period as McDonald's may, in its sole discretion, determine. Upon each assignment or other transfer of this Franchise to any person or persons under the terms and conditions of this paragraph 15(d), the percentage service fee charge owing to McDonald's after the date of such assignment or transfer shall be automatically adjusted to the then prevailing percentage service fee charge required under new Franchises issued by McDonald's for similar McDonald's restaurants at the time of such assignment or transfer.

16. ***Franchisee Not an Agent of McDonald's.*** Franchisee shall have no authority, express or implied, to act as agent of McDonald's or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business, including any personal property, equipment, fixtures, or real property connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant. Further, Franchisee and McDonald's are not and do not intend to be partners, associates, or joint employers in any way and McDonald's shall not be construed to be jointly liable for any acts or omissions of Franchisee under any circumstances.

17. ***Insurance.*** Franchisee shall, upon taking possession of the Restaurant, acquire and maintain in effect not less than the following coverages in the following minimum amounts:

(a) Worker's Compensation insurance prescribed by law in the state in which the Restaurant is located and Employer's Liability Insurance with \$1,000,000 minimum limit. If the state in which the Restaurant is located allows the option of not carrying Worker's Compensation Insurance, and Franchisee chooses to exercise that option, Franchisee shall nonetheless carry and maintain other insurance with coverage and limits as approved by McDonald's.

(b) Commercial general liability insurance in a form approved by McDonald's with a limit of \$10,000,000 per occurrence/\$10,000,000 aggregate.

(c) All such insurance as may be required under the Master Lease.

All insurance policies required to be carried hereunder shall name McDonald's USA, LLC, the applicable Wal-Mart entity, and any party designated by McDonald's as additional insureds, as their interests may appear in this Franchise. All policies shall be effective on or prior to the date Franchisee is given possession of the Restaurant premises for the purpose of installing equipment or opening the Restaurant, whichever occurs first, and evidence of payment of premiums and duplicate copies of policies of the insurance required herein shall be delivered to McDonald's at least thirty (30) days prior to the date that Franchisee opens for business and/or thirty (30) days prior to the expiration date of an existing policy of insurance. All policies of insurance shall include a provision prohibiting cancellations or material changes to the policy thereof until thirty (30) days prior written notice has been given to McDonald's.

In the event Franchisee shall fail to obtain the insurance required herein, McDonald's may, but is not obligated to, purchase said insurance, adding the premiums paid to Franchisee's monthly rent. (Franchisee may authorize McDonald's to purchase and to administer the required minimum insurance on Franchisee's behalf. However, McDonald's, by placement of the required minimum insurance, assumes no responsibility for premium expense nor guarantees payment for any losses sustained by Franchisee.) McDonald's may relieve itself of all obligations with respect to the purchase and administration of such required insurance coverage by giving ten (10) days written notice to Franchisee.

All insurance shall be placed with a reputable insurance company licensed to do business in the state in which the Restaurant is located and having a Financial Size Category equal to or greater than IX and Policyholders Rating of “A+” or “A”, as assigned by Alfred M. Best and Company, Inc., unless otherwise approved by McDonald’s.

18. **Material Breach.** The parties agree that the happening of any of the following events shall constitute a material breach of this Franchise and violate the essence of Franchisee’s obligations and, without prejudice to any of its other rights or remedies at law or in equity, McDonald’s, at its election, may terminate this Franchise upon the happening of any of the following events:

(a) Franchisee shall fail to maintain and operate the Restaurant in a good, clean, wholesome manner and in compliance with the standards prescribed by the McDonald’s System;

(b) Franchisee shall be adjudicated a bankrupt, become insolvent, or a receiver, whether permanent or temporary, for all or substantially all of Franchisee’s property, shall be appointed by any court, or Franchisee shall make a general assignment for the benefit of creditors, or a voluntary or involuntary petition under any bankruptcy law shall be filed with respect to Franchisee and shall not be dismissed within thirty (30) days thereafter;

(c) Any payment owing to McDonald’s is not paid within thirty (30) days after the date such payment is due;

(d) Any judgment or judgments aggregating in excess of \$5,000.00 against Franchisee or any lien in excess of \$5,000.00 against Franchisee’s property shall remain unsatisfied or unbonded of record in excess of thirty (30) days;

(e) Franchisee shall cause, suffer, or permit (voluntarily or involuntarily) Franchisee’s right of possession as lessee or sublessee of the premises on which the Restaurant is located to be terminated prematurely for any cause whatever;

(f) Franchisee shall acquire any interest in a business in violation of paragraph 11(a);

(g) Franchisee shall duplicate the McDonald’s System in violation of paragraph 11(c);

(h) Franchisee shall make or cause a disclosure of any portion of the McDonald’s System in violation of paragraph 11(d) or shall make or cause a disclosure of part of the McDonald’s System business manuals;

(i) Franchisee shall violate paragraph 11(e) by use of any name, trademark, service mark, or other intellectual property right exceeding the restrictions of said paragraph 11;

(j) Franchisee shall knowingly sell food or beverage products other than those designated by McDonald’s or which fail to conform to McDonald’s System specifications for those products, or which are not prepared in accordance with the methods prescribed by McDonald’s, or fail to sell products designated by McDonald’s;

(k) Any assignment or other transfer of any interest of the Franchisee in this Franchise shall occur in violation of paragraph 15(d) herein;

- (l) Franchisee shall deny McDonald's the right to inspect the Restaurant at reasonable times;
- (m) Franchisee shall fail to make or make repeated delays in the prompt payment of undisputed invoices from suppliers or in the remittance of payments as required by this Franchise;
- (n) Franchisee makes any misrepresentations to McDonald's relating to the acquisition and/or ownership of this Franchise;
- (o) Franchisee engages in public conduct which reflects materially and unfavorably upon the operation of the Restaurant, the reputation of the McDonald's System, or the goodwill associated with the McDonald's trademarks; provided that engaging in legitimate political activity (including testifying, lobbying, or otherwise attempting to influence legislation) shall not be grounds for termination;
- (p) Franchisee is convicted of, pleads guilty or no contest to a felony, or any other crime that is reasonably likely to adversely affect the McDonald's System, the Restaurant, or the goodwill associated with the McDonald's trademarks;
- (q) Franchisee intentionally understates Gross Sales reported to McDonald's; or
- (r) Any default under the Master Lease by the Franchisee.

19. ***Other Breaches.*** If Franchisee fails in the performance of any of the terms and conditions of this Franchise (other than performance of the terms and conditions listed in paragraph 18), Franchisee shall be guilty of a breach of this Franchise which shall not (except in the case of repeated breaches of the same or of different terms and conditions of this Franchise) constitute grounds for termination of this Franchise. McDonald's shall have the right to seek judicial enforcement of its rights and remedies, including, but not limited to, injunctive relief, damages, or specific performance. Notwithstanding any of the provisions of this paragraph 19, any uncured breach of the terms of this Franchise (whether of paragraph 18 or 19) shall be sufficient reason for McDonald's to withhold approval of its consent to any assignment or transfer of Franchisee's interest in this Franchise provided for herein.

20. ***Effect of Termination.***

(a) In the event of any material breach of this Franchise, McDonald's shall have an immediate right to enter and take possession of the Restaurant in order to maintain continuous operation of the Restaurant, to provide for orderly change of management and disposition of personal property, and to otherwise protect McDonald's interest.

(b) Upon termination of this Franchise due to any breach or breaches, Franchisee shall not, without the prior written consent of McDonald's, remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements from the premises either prior to or for a period of thirty (30) days following such termination. McDonald's shall have the option for thirty (30) days following any such termination to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(c) Upon termination of this Franchise due to the expiration of its term or as a result of any eminent domain proceedings affecting the premises upon which the Restaurant is situated, Franchisee shall not remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements within sixty (60) days prior to the date specified for termination or the date specified for takeover by any public authority. McDonald's shall, upon written notice of its intention to purchase said property at least thirty (30) days prior to such date of termination, have the option to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(d) Upon termination or expiration of this Franchise, Franchisee shall: (i) forthwith return to McDonald's the business manuals furnished to Franchisee, together with all other material containing trade secrets, operating instructions, or business practices; (ii) discontinue the use of the McDonald's System and its associated trade names, service marks, and trademarks or the use of any and all signs and printed goods bearing such names and marks, or any reference to them; (iii) not disclose, reveal, or publish all or any portion of the McDonald's System; and (iv) not thereafter use any trade name, service mark, or trademark similar to or likely to be confused with any trade name, service mark, or trademark used at any time in the McDonald's System.

21. ***Effect of Waivers.*** No waiver by McDonald's or any breach or a series of breaches of this Franchise shall constitute a waiver of any subsequent breach or waiver of the terms of this Franchise.

22. ***Notices.*** Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at **ONE McDONALD'S PLAZA, OAK BROOK, ILLINOIS 60523**. Either party, by a similar written notice, may change the address to which notices shall be sent.

23. ***Cost of Enforcement.*** If McDonald's institutes any action at law or in equity against Franchisee to secure or protect McDonald's rights under or to enforce the terms of this Franchise, in addition to any judgment entered in its favor, McDonald's shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court together with court costs and expenses of litigation.

24. ***Indemnification.*** If McDonald's shall be subject to any claim, demand, or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Franchisee or Franchisee's employees or agents, or by reason of any act occurring on the Restaurant premises, or by reason of an omission with respect to the business or operation of the Restaurant, Franchisee shall indemnify and hold McDonald's harmless against all judgments, settlements, penalties, and expenses, including attorneys' fees, court costs, and other expenses of litigation or administrative proceeding, incurred by or imposed on McDonald's in connection with the investigation or defense relating to such claim, litigation, or administrative proceeding and, at the election of McDonald's, Franchisee shall also defend McDonald's.

25. ***Construction and Severability.*** All references in this Franchise to the singular shall include the plural where applicable. If any part of this Franchise for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In the event that any

material provision of this Franchise shall be stricken or declared invalid, McDonald's reserves the right to terminate this Franchise.

26. ***Scope and Modification of Franchise.*** This Franchise (including Exhibit A and any riders hereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties. Nothing in this Franchise or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee. No interpretation, change, termination, or waiver of any of the provisions hereof shall be binding upon McDonald's unless in writing signed by an officer or franchising director of McDonald's, and which is specifically identified as an amendment hereto. No modification, waiver, termination, rescission, discharge, or cancellation of this Franchise shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge, or cancellation.

27. ***Governing Laws.*** The terms and provisions of this Franchise shall be interpreted in accordance with and governed by the laws of the state of Illinois.

28. ***Acknowledgment.*** Franchisee acknowledges that:

(a) The term of this Franchise is set forth in paragraph 2(b) hereof with no promise or representation as to the renewal of this Franchise or the grant of a new franchise;

(b) Franchisee hereby represents that Franchisee has received a copy of this Franchise, has read and understands all obligations being undertaken, and has had an opportunity to consult with Franchisee's attorney with respect thereto at least seven (7) calendar days prior to execution;

(c) No representation has been made by McDonald's as to the future profitability of the Restaurant;

(d) Prior to the execution of this Franchise, Franchisee has worked at a McDonald's restaurant and has had ample opportunity to contact existing franchisees of McDonald's and to investigate all representations made by McDonald's relating to the McDonald's System;

(e) This Franchise establishes the Restaurant at the location specified on page 1 hereof only and that no "exclusive," "protected," or other territorial rights in the contiguous market area of such Restaurant is hereby granted or inferred;

(f) This Franchise supersedes any and all other agreements and representations respecting the Restaurant and contains all the terms, conditions, and obligations of the parties with respect to the grant of this Franchise; however, nothing in this Franchise or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee;

(g) McDonald's or its affiliates are the sole owner(s) of the trademarks, trade names, service marks, and goodwill associated therewith, respectively, and Franchisee acquires no right, title, or interest in those names and marks other than the right to use them only in the manner and to the extent prescribed and approved by McDonald's;

(h) No future franchise or offers of franchises for additional McDonald's restaurants, other than this Franchise, have been promised to Franchisee and any other franchise offer shall only be in writing, executed by an officer or franchising director of McDonald's, and identified as a Franchise Agreement or Rewrite (New Term) Offer Letter;

(i) Neither McDonald's nor anyone acting on its behalf has made any representations, inducements, promises, or agreements, orally or otherwise, respecting the subject matter of this Franchise, which is not embodied herein or set forth in the Franchise Disclosure Document; and

(j) This Franchise is offered to Franchisee personally and to no others, and may not be accepted by any other person, partnership, or corporation, or transferred by assignment, will, or operation of law.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, in duplicate, the day and year in this instrument first above written.

McDONALD'S USA, LLC

Franchisee

By: _____

Date

Prepared By: _____

Date

SCHEDULE B

**Walmart Monthly Rent Chart
Chart 20-C
For Sites Opened After January 1, 2007
For All Sales Volumes**

Monthly Sales \$			Monthly Rent %	Monthly Sales \$			Monthly Rent %
0	to	22,500	4.50%	42,501	to	43,000	13.05%
22,501	to	23,000	5.00%	43,001	to	43,500	13.10%
23,001	to	23,500	5.50%	43,501	to	44,000	13.15%
23,501	to	24,000	6.00%	44,001	to	44,500	13.20%
24,001	to	24,500	6.50%	44,501	to	45,000	13.25%
24,501	to	25,000	7.00%	45,001	to	45,500	13.30%
25,001	to	25,500	7.50%	45,501	to	46,000	13.35%
25,501	to	26,000	8.00%	46,001	to	46,500	13.40%
26,001	to	26,500	8.50%	46,501	to	47,000	13.45%
26,501	to	27,000	9.00%	47,001	to	47,500	13.50%
27,001	to	27,500	9.30%	47,501	to	48,000	13.55%
27,501	to	28,000	9.60%	48,001	to	48,500	13.60%
28,001	to	28,500	9.90%	48,501	to	49,000	13.65%
28,501	to	29,000	10.20%	49,001	to	49,500	13.70%
29,001	to	29,500	10.50%	49,501	to	50,000	13.80%
29,501	to	30,000	10.80%	50,001	to	50,500	13.90%
30,001	to	30,500	10.85%	50,501	to	51,000	14.00%
30,501	to	31,000	10.90%	51,001	to	51,500	14.10%
31,001	to	31,500	10.95%	51,501	to	52,000	14.20%
31,501	to	32,000	11.00%	52,001	to	52,500	14.30%
32,001	to	32,500	11.05%	52,501	to	53,000	14.40%
32,501	to	33,000	11.10%	53,001	to	53,500	14.55%
33,001	to	33,500	11.20%	53,501	to	54,000	14.70%
33,501	to	34,000	11.30%	54,001	to	54,500	14.85%
34,001	to	34,500	11.40%	54,501	to	55,000	15.00%
34,501	to	35,000	11.50%	55,001	to	55,750	15.15%
35,001	to	35,500	11.60%	55,751	to	56,500	15.25%
35,501	to	36,000	11.70%	56,501	to	57,250	15.35%
36,001	to	36,500	11.80%	57,251	to	58,000	15.45%
36,501	to	37,000	11.95%	58,001	to	58,750	15.55%
37,001	to	37,500	12.10%	58,751	to	59,500	15.65%
37,501	to	38,000	12.25%	59,501	to	60,250	15.75%
38,001	to	38,500	12.40%	60,251	to	61,000	15.85%
38,501	to	39,000	12.50%	61,001	to	62,000	15.95%
39,001	to	39,500	12.60%	62,001	to	63,000	16.05%
39,501	to	40,000	12.70%	63,001	to	64,000	16.15%
40,001	to	40,500	12.80%	64,001	to	65,000	16.25%
40,501	to	41,000	12.85%	65,001	to	66,000	16.35%
41,001	to	41,500	12.90%	66,001	to	67,000	16.45%
41,501	to	42,000	12.95%	>67,000			16.50%
42,001	to	42,500	13.00%				

The following changes are made to the Franchise Agreement in the following states:

Minnesota Paragraph 27 continues with, “Nothing in this Franchise or the Franchise Disclosure Document shall in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

A new Paragraph 28(h) is inserted (and remaining sub-paragraphs are renamed (i) through (k)) as follows: “McDonald’s considers the trademarks, trade names, logo types, service marks, and commercial symbols to be valuable property rights and continually protects against infringement of these assets. It protects franchisees against claims of infringement or unfair competition to which the franchisees might become subjected because of their authorized use of the trademarks, service marks, logo types, or other commercial symbols in the United States.”

Paragraph 28(l) is added as follows: “With respect to franchises governed by Minnesota law, McDonald’s will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4, and 5 which require, except in certain specified cases, that the Franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and 180 days notice for non-renewal of this Franchise; and that consent to the transfer of this Franchise will not be unreasonably withheld.”

North Dakota Paragraph 11(b) continues with, “Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, Franchisee and McDonald’s agree to enforce these provisions to the extent allowed under law.”

Paragraph 27 continues with, “, except that North Dakota law will govern with respect to claims arising under the North Dakota Franchise Investment Law.”

Washington Paragraph 28(k) is added as follows: “In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, this Franchise shall be modified as follows:

The State of Washington has a statute, RCW 19.100.180, which might supersede this Franchise in Franchisee’s relationship with McDonald’s, including the areas of termination and renewal of this Franchise. There also might be court decisions which supersede this Franchise in Franchisee’s relationship with McDonald’s, including the areas of termination and renewal of this Franchise.

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the 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 which 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, might not be enforceable; however, McDonald’s and Franchisee agree to enforce them to the maximum extent the law allows.”

EXHIBIT E

NEW RESTAURANT RIDER

[CITY, STATE]

[Address]

L/C: _____

File #: _____

New Restaurant Rider

This Rider is attached to and incorporated into that certain Franchise Agreement, dated _____ (“Franchise”), by and between **McDonald’s USA, LLC**, a Delaware limited liability company (“McDonald’s”) and _____ and _____ (collectively “Franchisee”).

1. Prior to the opening date of the Restaurant, all construction extras ordered or authorized by Franchisee for which McDonald’s has paid the parties constructing the Restaurant must be paid by Franchisee to McDonald’s.

2. The amount of the monthly base rental payment in the Operator’s Lease (Exhibit A to this Franchise) is computed based in part on McDonald’s total current real estate costs and its estimated construction costs. If those costs increase within 180 days after the opening date of the Restaurant, the monthly base rental payment will be recomputed and increased based on the increased costs, but only to a maximum monthly base rental increase of \$325.00. The corresponding monthly base sales will be adjusted accordingly. The effective date of the increase will be 180 days after the opening date of the Restaurant.

[Additional paragraph to be used for Co-investment, if applicable.]

3. On or before the opening date of the Restaurant, Franchisee will pay to McDonald’s a one-time contribution in the amount of \$_____ toward the costs of constructing the Restaurant (“Improvement Costs”). Improvement Costs means in the aggregate any and all costs associated with the design, permitting, materials, and construction of the building and site improvements (the building and site improvements are collectively referred to in this Rider as the “Improvements”), including, but not limited to, survey and design plans; zoning, subdivision, and other land use assessments, applications, permits, and approvals; title and other legal reviews; soil borings, environmental, and other physical studies and investigations; the demolition of the existing building and site improvements and proper disposal of any resulting debris; any interest expense incurred by McDonald’s; and all fees, expenses, overhead, and profit payable to outside consultants (including attorneys, architects, engineers, contractors, suppliers, etc.) for services, labor, and materials in connection with the design, permitting, and construction of the Restaurant.

[Additional paragraph to be used for Co-investment, if applicable.]

4. Franchisee and McDonald’s agree that Improvements attributable to Franchisee’s share of total Improvement Costs will be treated for income tax purposes as lessee improvements; that Franchisee will be entitled to any cost recovery, depreciation, or amortization deductions available under applicable income tax laws for Improvements; and that McDonald’s will not claim any cost recovery, depreciation, or amortization deductions with respect to Improvements. Franchisee and McDonald’s agree that Improvements attributable to McDonald’s share of total Improvement Costs will be treated for income tax purposes as owned by McDonald’s; that McDonald’s will be entitled to any cost recovery, depreciation, or amortization deductions available under applicable income tax laws for Improvements; and that Franchisee will not claim any cost recovery, depreciation, or amortization deductions with respect to Improvements. Franchisee and McDonald’s further agree that any Franchisee’s share of total Improvement Costs is not intended to be, and will not be treated as, in whole or in part, a substitute for

rent. Neither Franchisee nor McDonald's will take any position on any tax return or in any tax proceeding that is inconsistent with the tax treatment provided in this paragraph.

Franchisee and McDonald's will each be treated as incurring a pro rata portion of each cost item that constitutes an Improvement Cost. Franchisee's pro rata portion will be equal to the ratio of Franchisee's share to total Improvement Costs. McDonald's pro rata portion will be equal to the ratio of McDonald's share to total Improvement Costs. If Franchisee chooses to perform a cost segregation study with respect to Franchisee's share of Improvement Costs, Franchisee will be solely responsible for all costs and expenses incurred in connection with performing the study. Notwithstanding the preceding sentences, and except for any leasehold estate in the land granted Franchisee in connection with this Franchise, McDonald's will have the exclusive legal and equitable right, title, and interest in and to the land and Improvements.

Franchisee is solely responsible for preparing and filing all personal property, sales and use, and other tax returns and for paying all personal property, sales and use, and other taxes, if any, associated with Improvement Costs.

[Additional paragraph to be used for Oil sites.]

5. Franchisee agrees to reimburse McDonald's each year for the premium to obtain pollution/environmental contamination insurance under the terms of Schedule A attached to this Rider.

Franchisee must obtain commercial general liability insurance as required by the Operator's Lease for the benefit of McDonald's and name the oil partner as an additional insured.

[Schedule to be used for Oil sites.]

SCHEDULE A

Pollution Coverage (rev. 6/13)

The standard commercial general liability insurance purchased by owner/operators excludes pollution and/or environmental contamination. Since the oil alliance sites have a pollution exposure if contamination is caused by negligence of McDonald's or the owner/operator, an Environmental Impairment Liability Policy (Pollution) has been purchased by McDonald's for the protection of the owner/operators and McDonald's.

This coverage is being purchased on behalf of the owner/operators because, individually, such insurance is either not available or the cost is prohibitive.

All Oil Alliance sites are covered under this policy.

A brief summary of the coverage follows:

Insurance Company:	Lexington Insurance Company
Policy Period:	6/1/13-6/1/14 (renewed annually)
Limit of Liability:	\$10,000,000 each loss
Policy Aggregate Limit:	\$20,000,000
Deductible:	\$50,000 per occurrence
Annual Premium:	\$376.62 per location (includes taxes)*

*This is the premium in effect as of the date of this Franchise and it may increase with the renewal of the policy.

Insurance premiums will be collected via the base rent draft on the third workday of each month.

Owner/operator will be drafted one twelfth of the premium per month except for the first three months of operation. During the first three months of operation, the following will occur:

- The premium will not be charged for the month of store opening.
- The premium will be due but not drafted for the first full month of operation.
- The second full month's premium along with the first full month's premium will be drafted on the third workday of second month of operation.

Below is an example of how the premium will be drafted based on a June 15th open date and a \$376.62 annual premium:

<u>Month</u>	<u>Amount Due</u>	<u>Amount Drafted on 3rd Workday</u>
June	\$0	\$0
July	\$31.38	\$0
August	\$31.38	\$62.76
September	\$31.38	\$31.38

THIS ADDITION TO THE DRAFT DOES NOT CHANGE BASE SALES CALCULATIONS.

Additional details of the coverage can be secured by contacting the McDonald's Insurance Department at 630-623-6340. For questions on the premium collection procedures, contact a Home Office Representative at 630-623-5319.

EXHIBIT F

BFL RIDER

[CITY, STATE]

[Address]

L/C: _____

File #: _____

BFL Rider

This Rider is attached to and incorporated into that certain Franchise Agreement, dated _____ (“Franchise”), by and between McDonald’s USA, LLC, a Delaware limited liability company (“McDonald’s”) and _____ and _____ (collectively “Franchisee”).

1. Franchisee is granted a conditional option to purchase the Business Facilities (as defined in the Operator’s Lease, which is Exhibit A to this Franchise) for the Restaurant on the following terms:

[Alternate paragraph to be used for Fixed Option Price.]

- a) After 12 months of operation of the Restaurant business and upon 60 days notice to McDonald’s, Franchisee may purchase: (i) the Business Facilities excluding real estate and building; (ii) the right to occupy the Restaurant premises and building in accordance with the Operator’s Lease as amended by paragraph 1d); and (iii) the right to use the McDonald’s System as defined in and in accordance with this Franchise (including payment of the initial franchise fee), as amended by paragraph 1d). The purchase price will be \$_____.

[Alternate paragraph and table to be used for Scale Option Price.]

- a) After 12 months of operation of the Restaurant business and upon 60 days notice to McDonald’s, Franchisee may purchase: (i) the Business Facilities excluding real estate and building; (ii) the right to occupy the Restaurant premises and building in accordance with the Operator’s Lease as amended by paragraph 1d); and (iii) the right to use the McDonald’s System as defined in and in accordance with this Franchise (including payment of the initial franchise fee), as amended by paragraph 1d). The purchase price will be the greater of either
1) \$_____ or 2) the amount determined by the following table:

<u>If the trailing 12 months gross sales are between:</u>	<u>Purchase Price</u>
\$_____ or less	\$_____
\$_____ and \$_____	\$_____
\$_____ and up	\$_____

Any amounts paid by McDonald’s for restaurant equipment or leasehold improvements (collectively add-ons) from the opening date of the Restaurant to the date of the exercise of the conditional option will be added to the purchase price determined above.

- b) Franchisee will be responsible for payment of all taxes, including, but not limited to, state sales and bulk transfer taxes, which may be due as a result of the exercise of the conditional option.

- c) Franchisee may not exercise the conditional option unless McDonald's has determined to its satisfaction that: (i) Franchisee's operation of the Restaurant has been in compliance with this Franchise; (ii) Franchisee is eligible for growth and rewrite; (iii) Franchisee injects 25% of the purchase price in unencumbered funds; and (iv) the cash flow from the operations of the Restaurant is sufficient.
- d) Upon exercise of the conditional option, this Franchise will be amended to provide for the following term and rental:
 - (i) The term will expire 20 years after the opening date of the Restaurant, unless terminated earlier in accordance with this Franchise.
 - (ii) A monthly rental payment equal to the basic rent amount, plus the percentage of monthly gross sales in excess of the monthly gross sales amount, as shown on Schedule B1 attached to this Rider.
 - (iii) The amount of the monthly base rental payment shown on Schedule B1 attached to this Rider is computed based in part on McDonald's total current real estate costs and its estimated construction costs. If those costs increase within 180 days after the opening date of the Restaurant, the monthly base rental payment will be recomputed and increased based on the increased costs, but only to a maximum monthly base rental increase of \$325.00. The corresponding monthly base sales will be adjusted accordingly. The effective date of the increase will be the date of the exercise of the conditional option.
- e) Upon exercise of the conditional option, Franchisee must execute a Business Facilities Lease Option Exercise Agreement with McDonald's on McDonald's standard forms.
- f) The conditional option will not survive the original term of this Franchise and is personal to Franchisee only.

[Additional paragraph to be used for Oil sites.]

2. Franchisee agrees to reimburse McDonald's each year for the premium to obtain pollution/environmental contamination insurance under the terms of Schedule A attached to this Rider.

Franchisee must obtain commercial general liability insurance as required by the Operator's Lease for the benefit of McDonald's and name the oil partner as an additional insured.

[Schedule to be used for Oil sites.]

SCHEDULE A

Pollution Coverage (rev. 6/13)

The standard commercial general liability insurance purchased by owner/operators excludes pollution and/or environmental contamination. Since the oil alliance sites have a pollution exposure if contamination is caused by negligence of McDonald's or the owner/operator, an Environmental Impairment Liability Policy (Pollution) has been purchased by McDonald's for the protection of the owner/operators and McDonald's.

This coverage is being purchased on behalf of the owner/operators because, individually, such insurance is either not available or the cost is prohibitive.

All Oil Alliance sites are covered under this policy.

A brief summary of the coverage follows:

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THIS ADDITION TO THE DRAFT DOES NOT CHANGE BASE SALES CALCULATIONS.

Additional details of the coverage can be secured by contacting the McDonald's Insurance Department at 630-623-6340. For questions on the premium collection procedures, contact a Home Office Representative at 630-623-5319.

EXHIBIT G
OPERATOR'S LEASE

[CITY, STATE]
[Address]
L/C: _____
File: _____

EXHIBIT A TO FRANCHISE AGREEMENT

OPERATOR'S LEASE

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OPERATOR'S LEASE

THIS LEASE shall be considered effective the same date as the Franchise Agreement to which it is attached (the "Franchise Agreement"). The term "Landlord," when used in this Lease, shall refer to McDonald's USA, LLC, a Delaware limited liability company, and the term "Tenant," when used in this Lease, shall refer to the undersigned Tenant.

In consideration of the mutual promises contained in this Lease, the parties agree as follows:

ARTICLE 1 SUMMARY OF FUNDAMENTAL LEASE PROVISIONS

1.01 **Term:** (See Article 2.02) The term of this Lease will begin on _____ and end on _____.

1.02 **Rent:** See Article 3.01 and Schedule B, attached.

1.03 **Legal Description:** See Schedule A and Article 2.01.

1.04 **Liability Insurance Limits:** \$5,000,000 per occurrence/\$5,000,000 aggregate.

1.05 **Attachments, Exhibits and Addenda:** This Lease includes the following Attachments, Schedules and Addenda which will take precedence over conflicting provisions (if any) of this Lease, and they are made an integral part of this Lease and are fully incorporated into it by this reference.

- (i) Schedule A – Legal Description
- (ii) Schedule B – Rent
- (iii) Schedule C – Landlord's Interest Addendum
- (iv) Schedule D – Head Lease dated _____ with amendments dated _____.
- (v) Schedule E – _____

References in this Article to the other Articles in this Lease are for convenience and to designate some of the other Articles where references to particular Fundamental Lease Provisions will be made. If there is any conflict between a Fundamental Lease Provision and the balance of the Lease, the former will control.

ARTICLE 2 PREMISES AND TERM

2.01 **Premises:** Landlord leases to Tenant the real estate described in Schedule A, attached, together with all easements and appurtenances and all buildings and improvements located on the real estate (all of which are collectively referred to in this Lease as "the Premises"). The Premises are subject to any easements, conditions, encumbrances, restrictions, and party wall agreements, if any, of record and roads and highways and zoning and building code restrictions existing on the date of this Lease.

2.02 Term: The term of this Lease will be as indicated in Article 1.01, subject, however, to any rights set forth in this Lease for the earlier termination of the Lease term. At the request of either party, a supplement establishing the beginning and ending dates of this Lease shall be executed. Landlord may establish the beginning date by notifying the Tenant in writing of the date it recognizes as the beginning date of the term.

2.03 Quiet Enjoyment: Landlord promises that Tenant, upon paying the rent and all other charges provided for in this Lease, and upon observing and keeping all Tenant's obligations, will lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance or interference by anyone claiming by, through or under Landlord, subject to the terms of this Lease and any mortgage or encumbrance now or hereafter placed on the Premises by Landlord.

2.04 Use of Premises: Tenant will use and occupy the Premises solely for a McDonald's Restaurant selling only such products and operating in a manner that may be designated by McDonald's USA, LLC. Tenant agrees to continuously occupy the Premises during the term of this Lease and agrees not to vacate them. A breach of this provision will be deemed to be substantial. If Tenant vacates the Premises during the term of this Lease, Landlord will have the right, in addition to its other rights and remedies, to enter the Premises for the purpose of continuing the operation of the McDonald's Restaurant; and, if Landlord so elects, Landlord shall be entitled to all profits, if any, from the operation of the restaurant. Tenant further agrees to conduct its restaurant business in a manner that will maximize Gross Sales. Tenant agrees to purchase, install and maintain, all at its own expense, signs and trade fixtures and equipment in accordance with the plans, specifications and layouts of McDonald's USA, LLC, or any of its subsidiaries, unless these items have been furnished by Landlord.

2.05 Rule Against Perpetuities: If the term of this Lease or the accrual of rent have not commenced within one (1) year from date of execution of this Lease, this Lease will become null and void and of no further force and effect. The sole remedy of Tenant in such case is the return of any monies paid to Landlord in anticipation of this Lease.

2.06 Construction and Delivery of Building and Other Improvements: Landlord will construct or have others construct or remodel or otherwise prepare the Premises for a McDonald's Restaurant in accordance with the then current plans and specifications of McDonald's USA, LLC. The Premises will be delivered to Tenant when they are sufficiently completed to allow Tenant to install, at Tenant's sole cost and expense, the signs, trade fixtures, equipment and other personal property and improvements necessary to complete the Premises for the operation of a McDonald's Restaurant, unless otherwise provided in Article 1.03. Tenant will promptly and diligently perform its work in accordance with the plans and specifications previously submitted by or to Tenant and approved by Landlord and in compliance with all applicable federal, state and local statutes, codes and regulations. Tenant will do all that is reasonably necessary to promptly open the restaurant as soon as possible after delivery of the Premises to the Tenant.

2.07 Acceptance of Premises: By taking possession of the Premises, Tenant acknowledges that Tenant has inspected the Premises and the improvements thereon and found them to be in a safe, satisfactory, and completed condition, ready for occupancy and the installation of trade fixtures, equipment and signage. All warranties as to the condition of the Premises or its fitness for use, either expressed or implied, are expressly waived by Tenant. Tenant may, however, receive certain warranties and guarantees, by separate agreement, from

McDonald's USA, LLC or one of its subsidiaries; but those warranties will be personal covenants, only, and will not be binding upon the successors and assigns of Landlord.

2.08 Tenant's Compliance With Various Requirements: Tenant may not use or permit any person to use the Premises or any part of it for any use in violation of federal, state or local laws, including, but not limited to, present and future ordinances or other regulations of any municipality in which the Premises are situated. Tenant will not use or permit any person to use the Premises or any building thereon for the manufacture or sale of intoxicating liquor of any kind whatsoever. Except as provided below, Tenant may not operate any coin or token operated vending or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other commodities. One coin operated newspaper vending machine, Playplace games and one pay telephone may be installed, if they are in compliance with Landlord's current written policy on the installation and maintenance of these items. During the term of this Lease, Tenant will keep the Premises and all buildings in a clean and wholesome condition and repair and will maintain the Premises so that they fully comply with all lawful health and police regulations. Tenant will conduct the McDonald's Restaurant on the Premises strictly in accordance with the terms and provisions of the Franchise Agreement. Tenant will minimize all cooking odors and smoke, maintain the highest degree of sanitation and comply with all ordinances, orders, directives, rules and regulations of all governmental bodies, bureaus and offices having jurisdiction over Tenant and over the Premises. Landlord makes no warranties or representations as to the state of such ordinances, rules, orders and directives, regulations, and Tenant acknowledges that Tenant has independently investigated them and will comply with them. Landlord makes no warranties or representations that the Premises, when accepted by Tenant, conform with the Federal, State or Industrial Safety Codes. Tenant will obtain, keep in full force and effect, and strictly comply with, all governmental licenses and permits which may be required for Tenant's use and occupancy of the Premises and the operation of the McDonald's Restaurant.

ARTICLE 3 RENT, TAXES, RECORDS AND REPORTS

3.01 Rent: Tenant promises to pay rent to Landlord, without offset or deduction, as follows:

A. Basic Rent and Pass Thru Rent: Tenant will pay monthly to Landlord the Basic Rent and any Pass Thru Rent, if applicable, as indicated in Schedule B, attached. The first payment of Basic Rent and Pass Thru Rent, if applicable, will be due and payable on the commencement date of the term, and the subsequent monthly rental payments, including any Pass Thru Rent, will be due thereafter, in advance, on or before the first day of every succeeding calendar month. If the date of commencement of rent occurs on a day other than the first day of the month, the first rental payment (of Basic Rent, Pass Thru Rent, if any, and Percentage Rent, if any) will be adjusted for the proportionate fraction of the whole month so that all rental payments, other than the first, will be made and become due and payable on the first day of each month.

B. Percentage Rent: In addition to the Basic Rent and Pass Thru Rent, if applicable, Tenant promises to pay Percentage Rent to Landlord in the amount and during the periods set forth in Schedule B, attached, on all Gross Sales from the Premises in excess of the Monthly Base Sales set forth in Schedule B, attached. See Article 3.03 for the manner of payment of Percentage Rent.

C. **Definition of "Gross Sales":** For the purposes of this Lease, the term "Gross Sales" will mean all receipts (cash, cash equivalent, credit or redeemed gift certificates) or revenue from sales by Tenant, and of all others, from all business conducted upon or from the Premises, whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise, and will include, but not be limited to, the amount received from the sale of goods, wares and merchandise, including sales of food, beverages and tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received at the Premises, all as may be prescribed or approved by the Franchise Agreement. Gross Sales will not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise will have been previously included in Gross Sales. Gross Sales will not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount of the tax is added to the selling price and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit will be treated as a sale for the full price in the month during which such charge or sale is made irrespective of the time when Tenant receives payment (whether full or partial). In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. However, any such permission or allowance may be revoked or withdrawn at the discretion of Landlord and will not stop Landlord from requiring strict compliance with the terms of this Lease.

D. **Taxes and Assessments:** In addition to the Basic Rent, the Pass Thru Rent, if applicable, and the Percentage Rent, Tenant will pay directly to the taxing authority, when due, all real estate taxes and special and general assessments that are levied or assessed against the Premises during the term or any extension of this Lease. Tenant agrees to provide to Landlord, if requested, copies of paid invoices and such other documentation evidencing payment of taxes as may be reasonably requested by Landlord. If Tenant shall default in the payment of any obligation herein required to be paid by Tenant, then Landlord may pay the same together with any penalty or interest levied on the tax bill, and Tenant will be obligated to repay Landlord on demand for such payment, together with interest on all past due obligations, including interest on the penalty and interest levied under this provision.

(a) **First and Last Year:** All real estate taxes and general and special assessment payments of every nature paid during the first and last year of the term of this Lease will be prorated. This tax proration will be based upon the fiscal year of the taxing authority levying the tax, using the percentage of the taxes payable during the first or last tax fiscal year that Tenant actually occupies, or had the right to occupy, the demised Premises. The party paying such taxes shall be entitled to reimbursement from the other party for its pro rata share upon demand and the presentation of an itemized statement with copies of all appropriate documentation evidencing payment.

(b) **Rent Taxes:** Tenant will also pay promptly, when due, any tax which is levied or assessed against the rental, real or tangible personal property, whether or not called a rental tax, excise tax, sales tax, gross receipts tax, tax on services or otherwise; and Tenant will promptly reimburse Landlord for any similar tax which Landlord is required to pay or, in fact, does pay. Such payment or reimbursement will not be deducted from Gross Sales.

(c) **Personal Property Taxes:** Tenant agrees to pay all personal property taxes levied upon the fixtures, equipment and other improvements located on the Premises whether installed and paid for by Tenant or Landlord. The personal property taxes for the first and

last year of the term of this Lease will be prorated in the same manner as the real estate taxes and assessments.

(d) **Appeal:** Subject to Landlord's rights, Tenant, at Tenant's sole expense, is authorized and hereby permitted to contest and appeal property tax assessments on the demised Premises, and Landlord will cooperate with and assist Tenant in any reasonable manner.

E. **Other Charges and Expenses:** Any other charge or expense of any nature which Landlord may be required to pay by virtue of Landlord's interest in the Premises (including, but not limited to, common area maintenance charges, merchant's association's dues, utility charges, fees and taxes and security service fees – collectively referred to as "other charges") will be promptly paid by Tenant to the party to whom they are due as additional charges. Landlord will provide Tenant with information necessary for Tenant to pay the other charges prior to, or as soon as possible after, the commencement of the term of this Lease. Until Tenant receives this information, Tenant will not be responsible for the other charges.

F. **Method and Proof of Payment:**

(a) Tenant shall, at all times, participate in Landlord's automatic debit/credit transfer program as specified by Landlord from time to time for the payment of all amounts due Landlord pursuant to this Lease. Tenant shall execute and deliver to Landlord such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

(b) With respect to Articles 3.01(D) and (E), above, or any other provision in this Lease which requires or contemplates Tenant first paying other charges or expenses, Landlord may, at its exclusive option, elect to make such payments directly to the taxing authority, Head Landlord (if applicable), utility company or other party due a payment for which Tenant is liable under this Lease. If Landlord wishes to exercise this option, Landlord will notify Tenant in writing of its election. From that time on, Landlord shall make such payments directly, and all penalties and expenses thereafter accruing shall be the responsibility of Landlord. If Landlord elects to make any payment directly, Tenant shall, nonetheless, be responsible for making payment to Landlord for any payment Landlord will make, or makes, within ten (10) days of Tenant's receipt of a billing advice from Landlord.

3.02 **Records:** Tenant will keep and preserve upon the Premises complete written records of all Gross Sales conducted in any calendar or business year for a period of three (3) years, in a manner and form satisfactory to Landlord. Tenant will permit Landlord or Landlord's representatives to examine or audit the records at any and all reasonable times, and will, upon Landlord's request, explain the method of keeping records. The books and records will include cash register tapes, properly identified, over-ring slips, sales journals, general ledger, profit and loss statements, balance sheets, purchase invoices, bank statements with canceled checks and deposit advices, corporate books and records, management company books, including, but not limited to, minute books and stock certificate books, state sales tax returns, federal income tax returns, retailer's occupation tax returns or similar returns required to be filed by the state in which the Premises are located.

3.03 **Reports:** By 11:00 a.m. Central Standard Time of the first business day of each month, Tenant will deliver to Landlord, in the manner specified by Landlord from time to time, a statement by Tenant or Tenant's authorized representative, reflecting Gross Sales during the preceding month. Tenant will pay to Landlord on or before ten (10) days after the end of each

calendar month during this Lease all sums due based upon Gross Sales as shown in the statement for the period covered by the statement. Within thirty (30) days following the expiration of each calendar year of the term of this Lease, Tenant will deliver to Landlord at the place last fixed for the payment of rent, a statement of Gross Sales for the preceding calendar year (certified, at Tenant's expense, if requested by Landlord, by a Certified Public Accountant of good standing and reputation in the state in which the Premises are located) which will show Gross Sales separately for each monthly period during the preceding year.

A. **Default in Reporting:** Upon failure of Tenant to prepare and deliver promptly any monthly or annual statement required by this Lease or to make any required payment, Landlord may elect to treat Tenant's failure as a substantial breach of this Lease entitling Landlord to terminate this Lease and Tenant's right to possession of the Premises.

B. **Inspection of Records by Landlord:** If Landlord is dissatisfied with statements furnished by Tenant, Landlord may notify Tenant, and Landlord, at its option, may then examine Tenant's books or have a Certified Public Accountant selected by Landlord examine Tenant's books. If such examination discloses any underpayment of Percentage Rent, Tenant will promptly pay the deficient amount. If Tenant contests such deficiency, Landlord will then appoint an independent auditor to examine Tenant's books and records. If the independent audit confirms that there has been an underpayment exceeding two percent (2%) of the Percentage Rent, as represented by Tenant, Tenant will, in addition to the above, reimburse Landlord for the cost of the auditor's examination.

3.04 **No Abatement of Rent:** Except as provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises, by fire, the elements or any other cause, whether with or without fault on the part of Tenant, will not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the rent payable, or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding, subject to Article 6.05 in this Lease.

3.05 **Interest on Delinquencies:** If the Tenant is past due on the payment of any amount due Landlord, under this Lease, including accrued interest, the Tenant shall be required, to the extent permitted by law, to pay interest on the past due amount to the Landlord for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then fifteen percent (15%). Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365.

3.06 **Lien for Rent:** Tenant grants to Landlord a lien upon all Tenant's property located on the Premises, from time to time, for all rent and other sums due from Tenant to Landlord under the provisions of this Lease.

ARTICLE 4 OBLIGATIONS OF TENANT

4.01 **Utilities:** Tenant will pay directly all charges for gas, electricity, or other utilities, sewer charges, taxes and driveway fees, if applicable, and for all water used on the Premises as such charges become due. Tenant's obligation to pay the foregoing charges will commence five (5) days after Tenant's equipment is delivered to the Premises.

4.02 Maintenance and Repair: Tenant will, at its expense, (a) keep the entire Premises, all improvements, utility lines and Tenant's or Landlord's fixtures and equipment at all times in good repair, order or condition; (b) replace all broken, damaged or missing personal property, fixtures or equipment; and (c) at the expiration of the term of this Lease, whether by lapse of time or otherwise, surrender the Premises in good repair, order and condition, ordinary wear and tear excepted, and loss by fire and other casualty excepted to the extent that provision for such exception may elsewhere be made in this Lease. Upon request of Landlord, Tenant will remove all signs and other identifying features from the Premises. Tenant's obligation to make repairs to the Premises will include all repairs, whether ordinary or extraordinary, including structural repairs to the foundation, floors, walls and roof.

4.03 Alterations: Tenant shall not make any change in, alteration of, or addition to any part of the Premises, or remove any of the buildings or building fixtures without, in each instance, obtaining the prior written consent of Landlord and complying with all governmental rules, ordinances and regulations.

4.04 Surety: Before commencement of any construction or installation of any structure, fixture, equipment or other improvement on the Premises, or of any repairs, alterations, additions, replacement or restoration in, on or about the Premises, Tenant will give Landlord written notice specifying the nature and location of the intended work and the expected date of commencement. Tenant will deposit with Landlord, if requested by Landlord, a certificate or other evidence satisfactory to Landlord that Tenant has obtained a bond or that Tenant's building contractor, if any, has furnished a bond in favor of Landlord, with a surety approved by Landlord, guaranteeing the performance and completion of all work free and clear of all liens arising from such work. Landlord reserves the right to withhold its approval of any proposed construction, improvement, repair, alteration or replacement and, without limiting the generality of the foregoing, may require as a condition of its approval that it be permitted to review and approve any contract entered into by Tenant regarding such notices as may be necessary to protect Landlord against liability for liens and claims.

4.05 Liens Against Property: Nothing in this Lease will authorize Tenant to do any act which will in any way encumber the title of Landlord to the Premises. The interest or estate of Landlord or the fee owner in the Premises, if Landlord is not the fee owner, will not in any way be subject to any claim by lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Tenant will not permit the Premises to become subject to any mechanics', laborers' or materialsmen's lien for labor or material furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of, Tenant.

If any lien is filed against the Premises or Tenant's interest in this Lease, at Landlord's option, Tenant will either pay the amount of the lien in full or will, upon demand of Landlord, provide and pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount deemed sufficient by Landlord, insuring the interest of Landlord and any mortgagee from any loss by reason of the filing of such lien. Tenant will immediately pursue in good faith its legal remedies to remove a lien on the Premises.

4.06 Assignment by Tenant: Tenant will not allow or permit any transfer of this Lease or any interest in this Lease by operation of law, or assign, convey, mortgage, pledge or encumber this Lease or any interest in this Lease, or permit the use or occupancy of the Premises or any part thereof without, in each case, obtaining Landlord's prior written consent. No assignment (with or without Landlord's consent) will release Tenant from any of its obligations in this Lease.

Notwithstanding the foregoing, Landlord shall consent to an assignment by Tenant of his rights and interest in this Lease if the Tenant complies with the terms and conditions of the Franchise Agreement pertaining to the assignment of the Franchise Agreement.

4.07 Franchise Agreement: Tenant will comply with and perform all covenants contained in the Franchise Agreement. Tenant's breach of any of the terms and covenants of the Franchise Agreement will also constitute a breach of this Lease. Termination, expiration, default or revocation of the Franchise Agreement for any reason, either in whole or in part, will also terminate this Lease, without further notice being required.

ARTICLE 5 FIXTURES AND EQUIPMENT

5.01 Fixtures: All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all other articles of property which, at the date Tenant takes possession of the Premises, are the property of Landlord or of the fee owner of the Premises are and will remain a part of the real estate and be considered to be leased in this Lease. Any additions, alterations or remodeling of improvements made to the Premises will immediately become the property of Landlord and will not be removed by Tenant at the termination of this Lease by lapse of time or otherwise.

5.02 Removal of Tenant's Property: At or prior to the termination of this Lease, whether by lapse of time or otherwise, Tenant will, subject to any rights of Landlord under the Franchise Agreement, remove all of its personal property and trade fixtures from the Premises and will repair any damage to the Premises which may have been caused by such removal.

ARTICLE 6 INSURANCE AND DAMAGE TO PROPERTY

6.01 Liability Insurance: Tenant will pay for and maintain during the entire term of this Lease the following insurance:

A. Worker's Compensation Insurance prescribed by law in the state in which the Premises are located and Employer's Liability Insurance with \$100,000/\$500,000/\$100,000 minimum limit. If the state in which the Premises are located allows the option of carrying no Worker's Compensation, and Tenant chooses to exercise that option, Tenant shall nonetheless carry and maintain other insurance with coverage and limits as approved by the Landlord.

B. Commercial General Liability Insurance in a form approved by Landlord, on an occurrence basis, with limits as described in Article 1.04.

C. Fire Legal Liability Insurance with minimum limits of \$500,000 per occurrence.

6.02 Rental Insurance: Tenant will maintain and keep in force rental insurance in an amount equal to not less than the total of one (1) year's Basic Rent and Pass Thru Rent, if applicable, as specified in Article 1.02 of this Lease.

6.03 Property Insurance: Tenant will maintain and keep in force, all risk insurance, including flood, earthquake and earth movement coverage, upon the Premises, fixtures, operational equipment, signs, furnishings, decor, plate glass and supplies, in a full replacement cost form obligating the insurer to pay the full cost of repair or replacement. It is intended that neither Landlord nor Tenant will be a co-insurer, and to that end, if the insurance proceeds are not adequate to rebuild the building or other improvements located on the Premises, Tenant will

be obligated for the difference between the proceeds obtained and the actual cost of the restoration of the Premises, fixtures, operational equipment, signs, furnishings, decor, plate glass and supplies.

6.04 Placement and Policies of Insurance: All insurance policies required to be carried in this Lease will name Landlord and any party designated by Landlord as additional insured. All policies will be effective on or prior to the date Tenant is given possession of the Premises for the purpose of installing equipment, and evidence of payment of Premiums and duplicate copies of policies of the insurance required in this Lease will be delivered to Landlord at least thirty (30) days prior to the date that Tenant opens for business or thirty (30) days prior to the expiration dates of an existing policy of insurance. All policies of insurance will include as an additional insured any mortgagee, as its interest may appear, and will include provisions prohibiting cancellations or material changes to the policy until thirty (30) days prior written notice has been given to Landlord.

If Tenant should fail to obtain the required insurance, Landlord may, but is not obligated to, purchase the insurance, adding the premiums paid to Tenant's monthly rent. Tenant may authorize Landlord to purchase and to administer the required minimum insurance on Tenant's behalf. However, Landlord, by placement of the required minimum insurance, assumes no responsibility for premium expense nor guarantees payment for any losses sustained by Tenant. Landlord may relieve itself of all obligations with respect to the purchase and administration of the required insurance coverage by giving ten (10) days written notice to Tenant.

All insurance will be placed with a reputable insurance company licensed to do business in the state in which the Premises are located and having a financial size category equal to or greater than IX and a policyholders rating of "A +" or "A", as assigned by Alfred M. Best and Company, Inc., unless otherwise approved by Landlord. Tenant further agrees to increase the various insurance coverages specified above from time to time upon the written request of Landlord to meet changing economic conditions and requirements imposed upon Landlord under the Landlord's Head Lease (if applicable) and loan agreements, if any.

6.05 Repair and Replacement of Buildings: If the building on the Premises is damaged by fire or any other casualty, Landlord will, within a reasonable time from the date of the damage or destruction, repair or replace the building so that Tenant may continue in occupancy. Landlord's obligation to rebuild or restore the Premises will, however, be only to the extent of insurance proceeds recovered. Basic Rent and any Pass Thru Rent required to be paid in this Lease will not abate during the period of untenability. If the building cannot be replaced or repaired within a reasonable time due to the inability of Landlord to obtain materials and labor, or because of strikes, acts of God or governmental restrictions that would prohibit, limit or delay the construction, then the time for completion of the repair or replacement will be extended accordingly. However, in any event, if the repair or replacement of the building has not been commenced within a period of one (1) year from the date of the damage or destruction, Tenant or Landlord may, at their option, terminate this Lease. If any damage or destruction occurs during the last five (5) years of the term of this Lease to the extent of fifty percent (50%) or more of the insurable value of the building, Landlord may, by notice to Tenant within forty (40) days after the occurrence of the damage or destruction, in lieu of repairing or replacing the building, elect to terminate this Lease as of the date of the damage or destruction. Tenant hereby expressly waives and releases any and all claims against Landlord for damages in case of Landlord's failure to rebuild or restore the building in accordance with the provisions of this Article. Tenant's sole remedy for any such failure will be to elect to terminate this Lease as of

the date of occurrence of the damage or destruction. If the building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of the all risk coverage insurance applicable to the building and other permanent improvements will be paid and given to Landlord. Tenant agrees to execute and deliver any release or other document Landlord may request to obtain the release or control of the proceeds.

If Landlord repairs and restores the Premises, as required above, Tenant agrees to promptly repair, replace, restore or rebuild Tenant's leasehold improvements, equipment and furnishings ("Tenant's Improvements") in accordance with the current standards and specifications for McDonald's Restaurants upon notice from Landlord that the Premises are ready for Tenant's Improvements. Tenant agrees to submit for Landlord's approval, all plans and specifications for Tenant's Improvements to Landlord within thirty (30) days after Landlord delivers its plans and specifications for the restored Premises to Tenant.

ARTICLE 7 RIGHTS OF LANDLORD

7.01 Inspection by Landlord: Landlord or any authorized representative of Landlord may enter the Premises at all times during reasonable business hours for the purpose of inspecting the Premises.

7.02 Indemnity for Litigation: If Landlord becomes subject to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of any act occurring on the Premises, or by reason of an omission with respect to the business or operation of the McDonald's Restaurant, Tenant will indemnify and hold Landlord harmless against all judgments, settlements, penalties, and expenses, including reasonable attorney's fees, court costs and other expenses of litigation or administrative proceeding incurred by or imposed on Landlord in connection with the investigation or defense relating to such claim or litigation or administrative proceeding. At the election of Landlord, Tenant will also defend Landlord.

Tenant will pay all costs and expenses, including reasonable attorney's fees, which may be incurred by Landlord in enforcing any of the covenants and agreements of this Lease. All such costs, expenses and attorney's fees will, if paid by Landlord, together with interest, be additional rent due on the next rent date after such payment or payments.

7.03 Waiver of Claims: Landlord and Landlord's agents and employees will not be liable for, and Tenant waives claims for, damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the building of which they are a part, including, but not limited to, claims for damage resulting from: (a) equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep the building or the Premises in repair; (c) injury done or occasioned by wind, water or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Premises; (h) the escape of steam or hot water (it being agreed that all the foregoing are under the control of Tenant); (i) water being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building of the Premises or otherwise; (j) the falling of any fixture, plaster or stucco; (k) interruption of service of any utility.

7.04 Re-entry Upon Default: If (a) Tenant defaults in the payment of any installment of Basic Rent, Pass Thru Rent or Percentage Rent or any additional sum due in this Lease; (b) Tenant defaults in any of the covenants, agreements, conditions or undertakings to be performed by Tenant other than the payment of rent (Basic Rent, Pass Thru Rent, Percentage Rent or additional charges) and such default continues for ten (10) days after notice in writing to Tenant; (c) Tenant defaults in any of the terms of the Franchise Agreement or if the Franchise Agreement should terminate, whether by lapse of time or otherwise; (d) proceedings in bankruptcy or for liquidation, reorganization or rearrangement of Tenant's affairs are instituted by or against Tenant; (e) a receiver or trustee is appointed for all or substantially all of Tenant's business or assets on the grounds of Tenant's insolvency; (f) a trustee is appointed for Tenant after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States; (g) Tenant makes an assignment for the benefit of its creditors; or (h) Tenant vacates or abandons the Premises, then in any of the above events, Landlord, at its election, may declare the term of this Lease ended and, either with or without process of law, re-enter, expel, remove and put out Tenant and all persons occupying the Premises under Tenant, using such force as may be necessary in so doing, and repossess and enjoy the Premises. Such re-entry and repossession will not work a forfeiture of the rents to be paid or terminate the covenants to be performed by Tenant during the full term of this Lease.

Upon the expiration of the term of this Lease by reason of any of the events described above, or in the event of the termination of this Lease or right to possession by summary dispossession proceedings or under any provision of law now or at any time in force, whether with or without legal proceedings, Landlord may, at its option, relet the Premises or any part for the account of Tenant and collect the rents therefor, applying them first to the payment of expenses Landlord may have in recovering possession of the Premises, including legal expenses and attorney's fees, and for putting the Premises into good order or condition or preparing or altering the same for re-rental, expenses, commissions and charges paid, assumed or incurred by Landlord in reletting the Premises, and then to the fulfillment of the covenants of Tenant in this Lease. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any case and whether or not the Premises or any part thereof is relet, Tenant will pay to Landlord the Basic Rent, Pass Thru Rent, if applicable, Percentage Rent, any additional charges, and all other charges required to be paid by Tenant up to the time of termination of this Lease, or of recovery of possession of the Premises by Landlord, as the case may be. Thereafter, Tenant covenants and agrees, if required by Landlord, to pay to Landlord, until the end of the term of this Lease, the equivalent of the amount of all the Basic Rent and Pass Thru Rent, if applicable, reserved in this Lease, Percentage Rent, and all other charges required to be paid by Tenant, less the net income of reletting, if any. These payments will be due and payable by Tenant to Landlord on the rent days above specified. In any of the circumstances described above, Landlord will have the election to recover against Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, or of such recovery of possession of the Premises by Landlord, represents the then present worth of the excess, if any, of the aggregate of the Basic Rent, Pass Thru Rent, if applicable, Percentage Rent, and all other charges payable by Tenant in this Lease that would have accrued for the balance of the term over the aggregate rental value of the Premises for the balance of the term. Percentage Rent for purposes of this Article shall be deemed to mean the Percentage Rent which Landlord can show could be generated from the Premises but in no event less than the greatest amount of Percentage Rent paid by Tenant during any year. Nothing in this Lease contained will limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any statute or rule of law which may govern the proceeding in which such damages are to be proved.

7.05 Holding Over: Tenant will not hold over beyond the expiration or sooner termination of the term of this Lease. If Tenant does hold over, it will give rise to a tenancy at the sufferance of Landlord upon the same conditions as are provided for in this Lease with a monthly rental for the period of such holding over which is double the Basic Rent, Pass Thru Rent, if applicable, and Percentage Rent last paid by Tenant during the term of this Lease, and interest thereon, as liquidated damages, and not as a penalty. Landlord's acceptance of any rent after holding over begins does not renew this Lease. This provision does not waive Landlord's rights of re-entry or any other right in this Lease resulting from Tenant's breach of the covenant not to hold over or any other breach in this Lease.

7.06 Remedies Cumulative: The remedies in this Lease granted to Landlord will not be exclusive or mutually exclusive, and Landlord will have such other remedies against Tenant as may be permitted in law or in equity at any time. Any exercise of a right of termination by Landlord will not be construed to eliminate any right of Landlord to damages on account of any default of Tenant.

7.07 Waiver: No delay or omission of Landlord to exercise any right or power arising from any default will impair any such right or power or will be construed to be a waiver of any such default or an acquiescence under this Lease. No waiver of any breach of any of the covenants of this Lease will be held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or subsequent breach of the same covenant. The rights in this Lease given to receive, collect or sue for any rent, monies or payments or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or to exercise any right or remedy in this Lease, will not in any way affect the right or power of Landlord to declare the term ended and to terminate this Lease because of any default in or breach of any of the covenants, provisions or conditions of this Lease.

7.08 Accord and Satisfaction: No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent in this Lease stipulated will be deemed to be other than on account of the earliest stipulated rent, nor will any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease.

7.09 Right to Perform for Tenant: If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord, at its option, may (but will not be required to) do the same or cause the same to be done. In addition to any and all other rights and remedies of Landlord, the cost incurred by Landlord in connection with such performance by Landlord will be an additional charge due from Tenant to Landlord, together with interest thereon at the maximum rate permitted by law in the state in which the Premises are located on the next rent date after such expenditure or, if there is no maximum rate permitted by law, at fifteen percent (15%) per annum.

7.10 Condemnation: If the entire Premises are condemned under eminent domain, or acquired in lieu of condemnation, for any public or quasi-public use or purpose, all rentals and taxes or other charges will be paid to that date, and Tenant will have the right to make a claim for the value of its leasehold estate. Tenant will, also, have the right to claim and recover such compensation as may be separately awarded for any and all damage to Tenant's business by reason of the condemnation and for any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, equipment and other personal property. Tenant specifically

waives and releases any claim it may have, however, for the value of the building, fixtures and other improvements on the Premises whether or not installed or paid for by Tenant. Tenant further agrees to subordinate any claim it may have to Landlord's claim for the value of the improvements.

If only a part of the Premises is taken or condemned and Landlord determines that the operation of a McDonald's Restaurant on the Premises is no longer economically feasible or desirable, Landlord may at any time, either prior to or within a period of sixty (60) days after the date when possession of the Premises will be required by the condemning authority, elect to terminate this Lease. If Landlord fails to exercise its option to terminate this Lease or will not have any such option, Landlord will (1) with reasonable promptness, make necessary repairs to and alterations of the improvements on the Premises for the purpose of restoring it to substantially the same use as that which was in effect immediately prior to such taking, to the extent that may be necessary by the condemnation; and (2) be entitled to the entire award for such partial taking. If Landlord does not elect to terminate this Lease, Tenant's Basic Rent and Pass Thru Rent, if applicable, will be reduced by a fraction, the numerator of which will be the total condemnation award or settlement and the denominator of which will be the fair market value of the Premises, prior to the taking, as determined by an independent appraiser selected by the Landlord.

7.11 Subordination and Non-Disturbance: This Lease and all of Tenant's rights, title and interest under the Lease will be subject, subordinated and inferior to the lien of any and all mortgages and to the rights of all parties under any sale and leaseback of the Premises and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such mortgage or mortgages or sale and leaseback which Landlord or any grantee of Landlord (collectively hereafter called "Fee Owner") has or may place upon the Premises and the improvements thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such mortgage or of the deed and lease under the sale and leaseback. This provision is intended to include the right of any grantee or Landlord under a sale and leaseback to further encumber the property with one or more mortgages, all of which are declared to be superior to the interest of Tenant in this Lease.

If a mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in such mortgage, or in the event of the default under the Lease related to a sale and leaseback of the Premises, Tenant's right of possession will not be disturbed provided (a) Tenant is not then in default under this Lease and (b) Tenant attorns to such title holder. Tenant agrees that upon a mortgage foreclosure it will attorn to any mortgagee or assignee or any purchaser at the foreclosure sale (collectively called "Purchaser") as its Landlord and in the case of a default under the terms of the lease used in a sale and leaseback, it will attorn to the Fee Owner of the Premises as its new Landlord and, in either event, this Lease will continue in full force and effect as a direct Lease between Tenant and such party under all of the terms of this Lease. If there is a foreclosure of a mortgage placed on the property by a grantee under a sale and leaseback, such attornment will be required only if, at the time of such foreclosure, the Lease used in the sale and leaseback is also in default.

The subordination of this Lease to any mortgagee of Fee Owner provided for in this Lease or to any Lease under a sale and leaseback arrangement will be automatic and self-operative, and no special instrument of subordination will be necessary. Without limiting such automatic and self-operative subordinations, however, Tenant will, on demand, at any time or times, execute, acknowledge and deliver to Fee Owner, without expense to Fee Owner, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all

rights in this Lease to the lien of any such mortgage, or to any such lease under a sale and leaseback arrangement. If Tenant fails, at any time, to execute, acknowledge and deliver any such subordination instrument within five (5) days after receipt of the notice, in addition to any other remedies available, Landlord may execute, acknowledge and deliver the same as the attorney-in-fact on Tenant's behalf; and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

ARTICLE 8 MISCELLANEOUS

8.01 No Agency Created: Tenant will have no authority, express or implied, to act as agent of Landlord or any of its affiliates for any purpose. Tenant is, and will remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Premises, including any personal property, equipment, fixtures or real property connected with them and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the McDonald's Restaurant located on the Premises.

8.02 Recording of Lease: Tenant will not record this Lease without the written consent of Landlord. However, upon the request of either party, the other party will join the execution of a memorandum or a so-called "short-form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease will describe the parties, the Premises and the term of this Lease and will incorporate this Lease by reference. The party requesting execution of the memorandum will bear all costs for recording it.

8.03 Force Majeure: Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except the payment of monies, neither party will be liable for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the parties, and in any event the time period for the performance of an obligation in this Lease will be extended for the amount of time of the delay. This Article will not apply to, or result in, an extension of the term of this Lease.

8.04 Paragraph Headings: Headings in this Lease are for convenience only and are not to be construed as part of this Lease and will not be construed as defining or limiting in any way the scope or intent of the provisions of this Lease.

8.05 Invalidity of a Provision: If any term or provision of this Lease will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected, but each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law. If any material term of this Lease is stricken or declared invalid, Landlord reserves the right to terminate this Lease at its sole option.

8.06 Law Govering: The terms and provisions of this Lease will be governed by the laws of the State of Illinois.

8.07 Entire Agreement: This Lease and the Franchise Agreement will be deemed to include the entire agreement between the parties, and it is agreed that neither Landlord nor anyone acting in its behalf has made any statement, promise or agreement or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, or extends the term of this Lease, and that no obligations of Landlord will be implied in addition to the obligations expressed in this Lease. This agreement cannot be changed orally but only by an

agreement in writing signed by Landlord and Tenant. Nothing in this Lease or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Tenant.

8.08 Parties Bound: The terms of this Lease will extend to and be binding upon the administrators, executors, heirs, assigns and successors of the parties, subject to the terms of Article 4.06.

8.09 Notices or Demands: All notices to or demands upon Landlord or Tenant given under any of the provisions of this Lease will be in writing. Any notices or demands from Landlord to Tenant will be deemed to have been duly and sufficiently given if a copy has been delivered personally or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant at the address of the Premises. Any notices or demands from Tenant to Landlord will be deemed to have been duly and sufficiently given if mailed by registered or certified mail in an envelope properly stamped and addressed to Landlord at One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal Department. Mailed notices shall be deemed received three (3) business days after being deposited in the U.S. Mail. Either party, by notice, may change the address to which notice will be sent, but all notices mailed to Tenant at the address of the restaurant on the Premises will be deemed sufficient.

To indicate their consent to this Operator's Lease the parties, or their authorized representatives or officers, have signed this document.

TENANT:

LANDLORD: McDONALD'S USA, LLC

By: _____

Date Signed: _____

Location Code: _____

Prepared by: _____

Addition to Schedule A if there is excess property:

[CITY, STATE]

[Address]

L/C: _____

File #: _____

EXCESS PROPERTY ADDENDUM

1. Landlord and Tenant acknowledge that the Premises includes excess property which will not be used in the operation of the McDonald's Restaurant developed on the Premises. The excess property is included in the legal description described on Schedule A of this Lease.
2. If the Landlord, in its sole discretion, is able to sell or lease the excess property during the term of this Lease, Tenant agrees to amend this Lease to accomplish the following:
 - A. The Premises shall be amended to delete the excess property so that it will no longer be leased to Tenant.
 - B. The Premises will be made subject and subordinate to easements that may be needed for access, utilities, drainage, signs or any other necessary use to properly or conveniently develop the excess property. Landlord agrees that no such easements or reservations shall unreasonably interfere with the continuing operation of the McDonald's Restaurant, and all costs, expenses and liabilities associated with the easements or any other use of the Premises shall be assumed by the Landlord.
3. Notwithstanding the deletion of the excess property from the Premises, the Tenant's rent shall remain as stated in this Lease and shall not be reduced. However, Tenant shall be reimbursed by Landlord for an amount equal to approximately all of Tenant's costs for real estate taxes, insurance and maintenance of the excess property up to an amount not to exceed the Landlord's gain on any sale or disposition of the excess property. The gain or loss on the disposition of the excess property shall be determined by subtracting the net book value of the excess property from the net proceeds of the Landlord's sale or other disposition of the excess property. If the excess property is leased by Landlord, the gain or loss shall be determined by subtracting the net present value of the rental payments to be received by Landlord from the net present value of all of Landlord's rental payments or Landlord's net book value associated with the excess property.
4. If the excess property is developed in such a manner as to provide for common access, parking, utilities or other easements that benefit both the Premises and the excess property, Tenant agrees to pay a pro rata share of the cost of maintaining and repairing such common access, parking, utilities or other easements as set forth in the written agreements.
5. The effective date of the above described amendment shall be the date of closing of the sale of the excess property, if sold, or the date the rent commences, if it is leased.

SCHEDULE A

STORE:

SITE :
FILE :
SEQ :
REGION :

RE: INITIAL PROJECTED

RENT TERMS

COMMENCEMENT DATE	MONTHLY BASIC RENT	PERCENT RENT	MONTHLY BASE SALES	PASS THRU RENT #	ADDL PROP RENT #	REACQUISITION/ RENEGOTIATION RENT #
EXPIRATION DATE						
COMMENCEMENT OF TERM						
REMAINDER OF TERM						

If rental amounts are shown in these columns, these amounts are to be paid monthly.

[CITY, STATE]
[Address]
L/C: _____
File #: _____

LANDLORD'S INTEREST ADDENDUM
(McDonald's USA, LLC Leased Property)

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises under the Head Lease described in Article 1.05.
2. **COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease ("Head Landlord") to terminate the Head Lease or any rights of Landlord. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including, but not limited to, payment of all charges, costs and expenses as set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of Landlord's basic monthly rental obligations under the Head Lease.
3. **TENANT'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will also name the Head Landlord as co-insured or additional insured, as the case may be.
4. **ENFORCEMENT OF LANDLORD'S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord's obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Head Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord's obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord's duties under the Head Lease; and Landlord will not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.
5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a sublease between Landlord and Tenant and not to make an assignment of the Head Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

SCHEDULE C

[CITY, STATE]

[Address]

L/C: _____

File #: _____

LANDLORD'S INTEREST ADDENDUM

(McDonald's Corporation Leased Property)

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises through an internal lease(s) with McDonald's Corporation and/or its affiliated companies (McDonald's Corporation and/or its affiliated companies are hereafter referred to as "McDonald's") ("McDonald's Internal Lease Documentation") as may be amended from time to time. The McDonald's Internal Lease Documentation does not increase Tenant's obligations under this Lease. The McDonald's Internal Lease Documentation requires Landlord to meet all of the obligations of the tenant under the Head Lease described in Article 1.05.
2. **COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease, McDonald's Internal Lease Documentation and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease ("Head Landlord") to terminate the Head Lease or any rights of Landlord and/or McDonald's. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including, but not limited to, payment of all charges, costs and expenses as set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of the basic monthly rental obligations under the Head Lease.
3. **TENANT'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord, insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Landlord or the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will, in addition to Landlord, also name the Head Landlord and McDonald's as co-insureds or additional insureds, as the case may be.
4. **ENFORCEMENT OF LANDLORD'S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord's obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce the rights of tenant under the Head Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord's obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord's duties under the Head Lease; and neither Landlord nor McDonald's will be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the Head Lease or McDonald's Internal Lease Documentation. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]

[Address]

L/C: _____

File #: _____

LANDLORD'S INTEREST ADDENDUM

(McDonald's Corporation or McRec Fee Owned Property)

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises through an internal lease(s) with McDonald's Corporation and/or its affiliated companies (McDonald's Corporation and/or its affiliated companies are hereafter referred to as "McDonald's") ("McDonald's Internal Lease Documentation") as may be amended from time to time. The McDonald's Internal Lease Documentation between McDonald's and Landlord does not increase Tenant's obligations under this Lease. Tenant acknowledges and agrees that under the terms of this Lease, Tenant will perform, comply with and discharge any and all obligations related to the Premises and its use, including, but not limited to, the payment of all charges, costs and expenses as set forth in Article 3.01 of this Lease.
2. **TENANT'S INSURANCE POLICIES AND CERTIFICATES:** All certificates and policies of insurance so required under this Lease will, in addition to Landlord, name McDonald's as an additional insured.
3. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the McDonald's Internal Lease Documentation. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]

[Address]

L/C: _____

File #: _____

LANDLORD'S INTEREST ADDENDUM – OIL

(Oil Partner as Head Landlord and McDonald's USA, LLC is tenant
under a Ground Lease and Operating Agreement with an oil partner)

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises under the Head Lease described in Article 1.05. The Head Lease provides for the joint operation of a fuel facility, McDonald's Restaurant and convenience store, and if provided for in the Head Lease, the operation of a car wash, at the property as defined in the Head Lease.
2. **COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease ("Head Landlord") to terminate the Head Lease or any rights of Landlord. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including but not limited to, payment of all charges, costs and expenses set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of Landlord's monthly basic rental obligations under the Head Lease.
3. **TENANT'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will also name the Head Landlord as co-insured or additional insured, as the case may be.
4. **ENFORCEMENT OF LANDLORD'S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord's obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Head Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord's obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord's duties under the Head Lease; and Landlord will not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the Head Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]

[Address]

L/C: _____

File #: _____

LANDLORD'S INTEREST ADDENDUM – OIL

(Oil Partner as Head Landlord and McDonald's Corporation is tenant under a Ground Lease and Operating Agreement with an oil partner)

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises through an internal lease(s) with McDonald's Corporation and/or its affiliated companies (McDonald's Corporation and/or its affiliated companies are hereafter referred to as "McDonald's") ("McDonald's Internal Lease Documentation") as may be amended from time to time. The McDonald's Internal Lease Documentation does not increase Tenant's obligations under this Lease. The McDonald's Internal Lease Documentation requires Landlord to meet all of the obligations of the tenant under the Head Lease described in Article 1.05. The Head Lease provides for the joint operation of a fuel facility, McDonald's Restaurant and convenience store, and if provided for in the Head Lease, the operation of a car wash, at the property as defined in the Head Lease.
2. **COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease, McDonald's Internal Lease Documentation and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease ("Head Landlord") to terminate the Head Lease or any rights of Landlord and/or McDonald's. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including but not limited to, payment of all charges, costs and expenses set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of Landlord's monthly basic rental obligations under the Head Lease.
3. **TENANT'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Landlord or the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will, in addition to Landlord, also name the Head Landlord and McDonald's as co-insureds or additional insureds, as the case may be.
4. **ENFORCEMENT OF LANDLORD'S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord's obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Head Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord's obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord's duties under the Head Lease; and

neither Landlord nor McDonald's will be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the Head Lease or McDonald's Internal Lease Documentation. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]

[Address]

L/C: _____

File #: _____

CO-BRANDED DEVELOPMENT ADDENDUM

(McDonald's entity is landlord under a Ground Lease and Operating Agreement with an oil partner)

1. **GROUND LEASE AND OPERATING AGREEMENT:** Tenant acknowledges that Landlord or McDonald's Corporation or an affiliated company of McDonald's Corporation has entered into a Ground Lease and Operating Agreement ("Agreement") with that oil partner set forth in the Agreement. The Agreement provides for the joint operation of a fuel facility, McDonald's Restaurant and convenience store, and if provided for in the Agreement, the operation of a car wash, at the property as defined in the Agreement.
2. **COMPLIANCE WITH THE AGREEMENT:** Tenant acknowledges receipt of a copy of the Agreement, will abide by its terms and agrees that Tenant is obligated to perform any and all obligations of Landlord set forth in the Agreement. Tenant further agrees that these obligations are in addition to any obligations that Tenant may have under the terms of this Lease or Franchise Agreement with Landlord. If there are any inconsistencies between the Agreement and this Lease or Franchise Agreement, the more restrictive obligations of the Agreement will prevail. If there are any inconsistencies between the Agreement and the Head Lease, if any, as described in Article 1.05, the more restrictive obligations of the Head Lease will prevail.

[CITY, STATE]
[Address]
L/C: _____
File #: _____

McDONALD'S INTEREST ADDENDUM

(McDonald's USA, LLC holds interest in Master Agreement – interest is not a leasehold)

THIS McDONALD'S INTEREST ADDENDUM is attached to and made a part of the Operator's Lease ("Agreement") between **McDONALD'S USA, LLC**, a Delaware limited liability company ("McDonald's") and _____ (hereafter, for purposes of this Addendum, called "Grantee").

1. **McDONALD'S INTEREST IN PREMISES:** McDonald's has obtained the right to use the Premises pursuant to the _____ described in Article 1.05 ("Master Agreement").
2. **COMPLIANCE WITH THE MASTER AGREEMENT:** Grantee acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of the Master Agreement and any subsequent amendments to it. If there are any inconsistencies between this Agreement and the Master Agreement, the more restrictive obligations of the Master Agreement will prevail. Grantee will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the grantor of McDonald's interest under the Master Agreement ("Master Grantor") to terminate the Master Agreement or to prejudice or limit any rights of McDonald's under the Master Agreement. Grantee will perform, comply with and discharge all obligations which McDonald's is required to perform, comply with and discharge pursuant to the Master Agreement including, but not limited to, the payment of all charges, costs and expenses as set forth in Article 3.01 of this Agreement. Such payments shall not, however, include payment of McDonald's basic monthly fee obligation for its interest under the Master Agreement.
3. **GRANTEE'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Grantee agrees to promptly provide the insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required from time to time by McDonald's under the terms of the Master Agreement. All certificates or policies of insurance so required will name the Master Grantor as co-insured or additional insured, as the case may be.
4. **ENFORCEMENT OF McDONALD'S RIGHTS UNDER MASTER AGREEMENT:** It is acknowledged that the Master Grantor may have certain obligations under the Master Agreement to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Agreement. If these obligations exist, McDonald's agrees to make a good faith effort to obtain the timely and faithful performance of the Master Grantor's obligations, but McDonald's will not be in default or breach of any of its covenants and duties under this Agreement or be liable for any resulting loss or claim of Grantee if McDonald's is not able to enforce its rights under the Master Agreement. With respect to McDonald's obligation, if any, to repair and restore the Premises in the event of damage or destruction by fire or any other cause, McDonald's obligations are conditioned upon McDonald's obtaining the cooperation and approval of the Master Grantor, as it may be required, and the compliance of the Master Grantor with all of the Master Grantor's duties under the Master Agreement; and McDonald's will not be liable to Grantee for any damage, claim or injury resulting

from McDonald's inability to repair or restore the Premises due to a default or breach of the Master Agreement by the Master Grantor.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a sub-agreement between McDonald's and Grantee and not to make an assignment of the Master Agreement. The parties further acknowledge that it is their intent that there be no merger of either McDonald's or Grantee's interest in this Agreement and the fee interest if either party acquires the fee interest in the Premises at any time after the execution of this Agreement. In such event, this Agreement will remain in full force and effect and will determine the rights, duties, and obligations of the parties. In addition, notwithstanding anything contained in this Agreement to the contrary, if McDonald's does not hold a leasehold interest in the Premises, this Agreement shall not be deemed a sublease but a sub-conveyance allowed by McDonald's rights under the Master Agreement. It is further agreed that the designation of this document as an "Operator's Lease" is merely for convenience and does not purport to transfer greater rights to Grantee than those held by McDonald's pursuant to the Master Agreement.

[CITY, STATE]
[Address]
L/C: _____
File #: _____

McDONALD'S INTEREST ADDENDUM

(McDonald's Corporation holds interest in Master Agreement – interest is not a leasehold)

THIS McDONALD'S INTEREST ADDENDUM is attached to and made a part of the Operator's Lease ("Agreement") between **McDONALD'S USA, LLC**, a Delaware limited liability company ("McDonald's USA") and _____ (hereafter, for purposes of this Addendum, called "Grantee").

1. **McDONALD'S USA'S INTEREST IN PREMISES:** McDonald's USA has obtained the right to use the Premises through an internal agreement(s) with McDonald's Corporation and/or its affiliated companies (McDonald's Corporation and/or its affiliated companies are hereafter referred to as "McDonald's") ("McDonald's Internal Agreement Documentation") as may be amended from time to time. The McDonald's Internal Agreement Documentation does not increase Grantee's obligations under this Agreement. The McDonald's Internal Agreement Documentation requires McDonald's USA to meet all of the obligations of McDonald's under the Master Agreement described in Article 1.05.
2. **COMPLIANCE WITH THE MASTER AGREEMENT:** Grantee acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of the Master Agreement and any subsequent amendments to it. If there are any inconsistencies between this Agreement, McDonald's Internal Agreement Documentation and the Master Agreement, the more restrictive obligations of the Master Agreement will prevail. Grantee will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the grantor of McDonald's interest under the Master Agreement ("Master Grantor") to terminate the Master Agreement or to prejudice or limit any rights of McDonald's under the Master Agreement. Grantee will perform, comply with and discharge all obligations which McDonald's is required to perform, comply with and discharge pursuant to the Master Agreement including, but not limited to, the payment of all charges, costs and expenses as set forth in Article 3.01 of this Agreement. Such payments shall not, however, include payment of McDonald's basic monthly fee obligation for its interest under the Master Agreement.
3. **GRANTEE'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Grantee agrees to promptly provide the insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required from time to time by McDonald's USA, McDonald's or the Master Grantor under the terms of the Master Agreement. All certificates or policies of insurance so required will, in addition to McDonald's USA, also name the Master Grantor and McDonald's as co-insureds or additional insureds, as the case may be.
4. **ENFORCEMENT OF McDONALD'S RIGHTS UNDER MASTER AGREEMENT:** It is acknowledged that the Master Grantor may have certain obligations under the Master Agreement to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Agreement. If these obligations exist, McDonald's USA agrees to make a good faith effort to obtain the timely and faithful performance of the Master Grantor's obligations, but McDonald's USA will not be in default or breach of any of its covenants and duties under this Agreement or be liable for any resulting loss or claim of

Grantee if McDonald's USA is not able to enforce its rights under the Master Agreement. With respect to McDonald's USA's obligation, if any, to repair and restore the Premises in the event of damage or destruction by fire or any other cause, McDonald's USA's obligations are conditioned upon McDonald's USA's obtaining the cooperation and approval of the Master Grantor, as it may be required, and the compliance of the Master Grantor with all of the Master Grantor's duties under the Master Agreement; and neither McDonald's USA nor McDonald's will be liable to Grantee for any damage, claim or injury resulting from McDonald's USA's inability to repair or restore the Premises due to a default or breach of the Master Agreement by the Master Grantor.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a sub-agreement between McDonald's USA and Grantee and not to make an assignment of the Master Agreement. The parties further acknowledge that it is their intent that there be no merger of either McDonald's USA's or Grantee's interest in this Agreement and the fee interest if either party acquires the fee interest in the Premises at any time after the execution of this Agreement. In such event, this Agreement will remain in full force and effect and will determine the rights, duties, and obligations of the parties. In addition, notwithstanding anything contained in this Agreement to the contrary, if McDonald's USA does not hold a leasehold interest in the Premises, this Agreement shall not be deemed a sublease but a sub-conveyance allowed by McDonald's rights under the Master Agreement. It is further agreed that the designation of this document as an "Operator's Lease" is merely for convenience and does not purport to transfer greater rights to Grantee than those held by McDonald's pursuant to the Master Agreement.

OPERATOR EXTENSION OF TERM LANGUAGE

If Landlord extends its leasehold interest or acquires the fee interest in the Premises so that the Landlord's tenure extends beyond _____, the term of this Lease shall be automatically modified for a term consistent with the Landlord's real estate interest in the Premises, but in no event beyond _____. This Lease shall also be amended to reflect any new terms and conditions in the new or extended Lease or in the acquisition documents executed by Landlord and its landlord or seller. The Basic Rent and Percentage Rent may be increased to reflect Landlord's total real estate acquisition and development costs for the Premises by applying Landlord's then current rental formula using the Percentage Rent then in effect for similar McDonald's Restaurants.

EARLY TERMINATION DUE TO NO ADDITIONAL REAL ESTATE TENURE

Tenant acknowledges that Landlord is in negotiations with the party that controls the real estate interest in the Premises ("Head Landlord") to obtain additional real estate tenure for the Premises (as defined below). As of the date of this Lease, Landlord does not have real estate tenure at the Premises, but the Head Landlord has agreed to allow Landlord to occupy the Premises while negotiations continue. The Head Landlord may revoke its agreement at any time; therefore, Landlord and Tenant agree that, notwithstanding the term in this Article, Landlord may terminate this Lease upon the following: (i) negotiations with the Head Landlord cease or (ii) the Head Landlord requires Landlord to vacate the Premises. In either case, this Lease will terminate when McDonald's right to occupy the Premises terminates.

EXHIBIT H

ASSIGNMENT TO AN ENTITY

ASSIGNMENT AND CONSENT TO ASSIGNMENT

OF FRANCHISE TO A [CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY]

This Assignment and Consent to Assignment of Franchise to a [Corporation/Partnership/Limited Liability Company], dated _____ (“Assignment”), is between **McDonald’s USA, LLC**, a Delaware limited liability company (“McDonald’s”); _____ and _____ (collectively “Assignor”); [**Corporation/Partnership/LLC Name**], a _____ [corporation/partnership/limited liability company] (“Assignee”); and those [shareholders/partners/members] of Assignee (individually [“Shareholder”/“Partner”/“Member”] and collectively [“Shareholders”/“Partners”/“Members”]) listed on Exhibit A attached and incorporated into this Assignment.

Background

- A. McDonald’s or its predecessor in interest issued to Assignor or its predecessor(s) in interest a Franchise Agreement and an Operator’s Lease, both dated _____ (collectively “Franchise”), for the McDonald’s restaurant located at _____ [L/C: _____] (“Restaurant”).
- B. Assignor requests McDonald’s consent to transfer the rights in the Franchise to Assignee.
- C. Assignor, Assignee, and [Shareholders/Partners/Members] acknowledge that McDonald’s consent to this Assignment is required under the terms of the Franchise.

Agreement

The parties, intending to be legally bound and for good and valuable consideration, agree as follows:

1. The effective date of this Assignment is _____ (“Effective Date”).
2. McDonald’s consents to this Assignment subject to the provisions of the Franchise and this Assignment.
3. On the Effective Date, Assignor assigns and transfers all the right, title, and interest of Assignor in the Franchise to Assignee, subject to the provisions of the Franchise.
4. Assignee must pay all fees and perform all obligations under the Franchise.
5. Assignor agrees to remain personally bound by, and personally liable for the breach of, each and every provision of the Franchise, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, and is not released from any obligations to McDonald’s by this Assignment. After the date of this Assignment, all

references to Franchisee in the Franchise shall refer to both Assignor and Assignee both jointly and severally.

[Alternate paragraph to be used for Assignment to Corporation.]

6. Without the prior written consent of McDonald's, Assignor, Assignee, and Shareholders may not, either voluntarily or by operation of law, make or permit:

- a) any further transfer or assignment of the Franchise;
- b) any pledge or encumbrance of the Franchise;
- c) any assignment, transfer, or pledge of any equity interest in Assignee including, but not limited to, transfers in any entity that is a Shareholder;
- d) the creation of new or additional equity interests in Assignee; or
- e) any amendment of the terms of any organizational documents relating to Assignee.

Equity interests, as used in this Assignment, include direct or indirect equity or beneficial interests in Assignee and the business risks associated with the Restaurant including, but not limited to, interests stated as debt that include any type of risk-taking interest or any interest in the profits or appreciation of the Restaurant.

[Alternate paragraph to be used for Assignment to Partnership.]

6. Without the prior written consent of McDonald's, Assignor, Assignee, and Partners may not, either voluntarily or by operation of law, make or permit:

- a) any further transfer or assignment of the Franchise;
- b) any pledge or encumbrance of the Franchise;
- c) any assignment, transfer, or pledge of any equity interest in Assignee including, but not limited to, transfers in any entity that is a Partner;
- d) the creation of new or additional equity interests in Assignee;
- e) the change of a limited partnership interest to a general partnership interest or of a general partnership interest to a limited partnership interest; or
- f) any amendment of the terms of any partnership agreement or other organizational documents relating to Assignee.

Equity interests, as used in this Assignment, include direct or indirect equity or beneficial interests in Assignee and the business risks associated with the Restaurant including, but not limited to, interests stated as debt that include any type of risk-taking interest or any interest in the profits or appreciation of the Restaurant.

[Alternate paragraph to be used for Assignment to Limited Liability Company.]

6. Without the prior written consent of McDonald's, Assignor, Assignee, and Members may not, either voluntarily or by operation of law, make or permit:

- a) any further transfer or assignment of the Franchise;
- b) any pledge or encumbrance of the Franchise;
- c) any assignment, transfer, or pledge of any equity interest in Assignee including, but not limited to, transfers in any entity that is a Member;
- d) the creation of new or additional equity interests in Assignee; or
- e) any amendment of the terms of any operating agreement or other organizational documents relating to Assignee.

Equity interests, as used in this Assignment, include direct or indirect equity or beneficial interests in Assignee and the business risks associated with the Restaurant including, but not limited to, interests stated as debt that include any type of risk-taking interest or any interest in the profits or appreciation of the Restaurant.

7. Assignor, Assignee, and [Shareholders/Partners/Members] represent and warrant that:

- a) they are the only persons or entities with equity interests in Assignee and their ownership interests are as shown on Exhibit A; and
- b) there is no obligation or intention to issue additional equity interests in Assignee.

8. If any [Shareholders/Partners/Members] are trustees or trusts:

- a) the beneficial interests in the trusts may not be assigned, transfers to successor trustees or special trustees may not be made even if the transfer is provided for in any trust agreement, and the trust agreement may not be amended without the prior written consent of McDonald's;
- b) Exhibit A lists all persons who are trustees of any nature or have beneficial interests in any [Shareholder's/Partner's/Member's] trust(s);
- c) this Assignment is not a consent to any future transfers of equity interest(s) of Assignee to any [Shareholder's/Partner's/Member's] trust beneficiaries based on any condition including, but not limited to, attainment of a certain age or occurrence of any event. All future transfers or vesting of equity interest(s) of Assignee are subject to this Assignment; and
- d) McDonald's has not reviewed any trust documents of any [Shareholder's/Partner's/Member's] trust; therefore, this Assignment does not constitute an approval by McDonald's of any documents relating to any [Shareholder's/Partner's/Member's] trust. If any of those documents conflict with or contradict the provisions of this Assignment or McDonald's ownership policies, McDonald's will not be bound by those documents and the provisions of this Assignment will control.

9. McDonald's has not reviewed any of Assignee's organizational documents; therefore, this Assignment does not constitute an approval by McDonald's of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of this Assignment or McDonald's ownership policies, McDonald's will not be bound by those documents and the provisions of this Assignment will control.

10. Assignor, Assignee, and [Shareholders/Partners/Members] acknowledge that:

(i) McDonald's has not provided any tax or other advice in connection with this Assignment; (ii) McDonald's approval of this Assignment does not constitute tax advice; and (iii) McDonald's has not reviewed or evaluated the validity of Assignee or of any trusts or entities with an equity interest in Assignee.

[Additional paragraph to be used for Assignment to Corporation.]

11. a) Assignor or Assignee must include the following legend on all issued and outstanding shares of stock of Assignee:

This stock may not be pledged, sold, assigned or otherwise transferred, in whole or in part, voluntarily or by operation of law, without the prior written consent of McDonald's USA, LLC. Any and all transfers are also subject to the terms of the

Franchise, including the Franchise Agreement and Operator's Lease, or other applicable agreements, for each McDonald's restaurant operated by _____.

- b) If McDonald's requests, Assignor or Assignee must send to McDonald's a copy of all outstanding certificates of stock of Assignee.

12. No [Shareholders/Partners/Members] are granted approved owner/operator status by this Assignment. However, Assignee and [Shareholders/Partners/Members] must abide by those provisions of the Franchise relating to the maintenance and protection of the McDonald's System (as defined in the Franchise) including, but not limited to, those provisions requiring confidentiality and regulating involvement in other or similar restaurant businesses. A breach of this covenant is a material breach of the Franchise and entitles McDonald's to enforce all remedies available including, but not limited to, the termination of the Franchise.

13. The parties' respective successors, assigns, heirs, and personal representatives are bound by this Assignment. All obligations, agreements, representations, and warranties made by more than one party will be joint and several even if it is not so stated in the relevant paragraph.

14. At anytime during normal business hours, McDonald's may examine and copy any of Assignor's, Assignee's, or any [Shareholder's/Partner's/Member's] records, books, financial records, tax returns, or other documents for the purpose of insuring compliance with the Franchise and this Assignment.

15. If Assignor, Assignee, or any [Shareholder/Partner/Member] breaches any of the conditions, representations, agreements, or warranties contained in this Assignment, McDonald's will be entitled to all relief and remedies available by law, and to all relief and remedies granted to McDonald's by the Franchise.

16. Assignor has notified all of Assignor's lien holders and lenders of this Assignment.

17. All terms and conditions of the Franchise remain in full force and effect except as modified by this Assignment including, but not limited to, the terms and conditions of Paragraph 15(a) of the Franchise Agreement in the event of the death or permanent incapacity of Assignor. _____ must continue to personally devote full time and best efforts to the operation of the Restaurant business.

18. If Assignee's name or the name of any trust or entity with an equity interest in Assignee (collectively "Assignee's Name") contains "Mc", "Mac", a derivative of "Mc" or "Mac", or any other McDonald's trademark, then Assignor, Assignee, and [Shareholders/Partners/Members] covenant and agree (i) that if: (a) Assignee ceases to be a McDonald's franchisee; or (b) Assignee or [Shareholders/Partners/Members] are notified by McDonald's that McDonald's desires to use Assignee's Name as a trade name, trademark, or internet domain name on a nationwide basis but is prohibited by any government authority or entity authorized to assign or register trade names, trademarks, or internet domain names from using or registering that trade name, trademark, or internet domain name because it is similar to Assignee's Name, then they will cause Assignee's Name to be changed, within 30 days of any of the above occurrences, to delete any reference to "Mc", "Mac", a derivative of "Mc" or "Mac", or any other McDonald's trademark, without further consideration from McDonald's; (ii) that they will not challenge McDonald's use of any trade name, trademark, or internet domain name on the grounds that it: (a) is similar to Assignee's Name; (b) is likely to cause confusion; or (c) dilutes the value of the trade name; and (iii) that Assignee's Name shall not be used in connection with any trade or business

conducted by Assignor, Assignee, or [Shareholders/Partners/Members] except the McDonald's restaurant business.

The parties have signed this Assignment evidencing that they have read, understand, and are bound by the terms of this Assignment.

McDonald's USA, LLC

Assignor

By: _____

Assignee:

By: _____

EXHIBIT A

Listing of Equity Interests of Franchise

Name

Percentage
Ownership

EXHIBIT I

ASSIGNMENT AGREEMENT

ASSIGNMENT AND CONSENT TO ASSIGNMENT OF FRANCHISE TO AN INDIVIDUAL PURCHASER

This Assignment and Consent to Assignment of Franchise to an Individual Purchaser, dated _____ (“Assignment”), is between **McDonald’s USA, LLC**, a Delaware limited liability company (“McDonald’s”); _____ and _____ (collectively “Assignor”); and _____ and _____ (collectively “Assignee”).

Background

A. McDonald’s or its predecessor in interest issued to Assignor or its predecessor(s) in interest a License Agreement or Franchise Agreement and an Operator’s Lease, both dated _____, including any amendments (collectively “Franchise”), for the McDonald’s restaurant located at _____ [L/C: _____] (“Restaurant”).

B. Assignor requests McDonald’s consent to transfer the rights in the Franchise to Assignee under the terms of the Purchase and Sale Agreement, dated _____, between Assignor and Assignee, including all amendments (“Agreement”).

C. Assignor and Assignee acknowledge that McDonald’s consent to this Assignment is required under the terms of the Franchise.

Agreement

The parties, intending to be legally bound and for good and valuable consideration, agree as follows:

1. The effective date of this Assignment is _____, at 12:01 a.m. (“Effective Date”).

2. McDonald’s consents to this Assignment subject to the provisions of the Franchise and this Assignment.

3. On the Effective Date, Assignor assigns and transfers all the right, title, and interest of Assignor in the Franchise to Assignee, subject to the provisions of the Franchise and this Assignment.

4. On the Effective Date, the transfer of the Restaurant assets and assignment of the rights and obligations under the Franchise will be effective and complete. Assignee must take possession of the Restaurant assets and begin operation of the Restaurant business on the Effective Date.

5. Beginning on the Effective Date, Assignee (i) must pay all fees, (ii) assumes full and unconditional liability under the Franchise, and (iii) must perform all obligations under the Franchise. Beginning on the Effective Date, the service fee is _____%.

6. McDonald’s grants approved owner/operator status to _____ for the Restaurant, and he must personally devote full time and best efforts to the Restaurant business and adhere to the tenets of the McDonald’s System (as defined in the Franchise) which are the essence of the Franchise.

7. On the Effective Date, Assignee assumes Assignor's obligations listed on the attached Exhibit A.
8. Without the prior written consent of McDonald's, Assignee may not, either voluntarily or by operation of law, make or permit:
- a) any further transfer or assignment of the Franchise;
 - b) any pledge or encumbrance of the Franchise; or
 - c) the creation of new or additional interest in the Franchise.
9. Assignee represents and warrants that:
- a) Assignee is the only person with an interest in the Franchise and Assignee's ownership interest is as shown on Exhibit B; and
 - b) there is no obligation or intention to issue additional interests in the Franchise.
10. If Assignor or Assignee breaches any of the conditions, representations, agreements, or warranties contained in this Assignment, McDonald's will be entitled to all relief and remedies available by law, and to all relief and remedies granted to McDonald's by the Franchise.
11. Assignee is responsible for the Restaurant's entire real estate tax bill due on the next payment date. Assignee must pay the entire amount due to McDonald's or, if on direct pay, to the appropriate taxing authority upon receipt of the invoice for the real estate tax bill from either McDonald's or the appropriate taxing authority.
12. Assignor and Assignee represent and warrant that the Agreement is the entire agreement between Assignor and Assignee for the acquisition of the Restaurant by Assignee, and a complete and true copy of the Agreement has been delivered to McDonald's. Assignor and Assignee also represent and warrant that all of the financial terms relating to Assignee's acquisition of the Restaurant have been disclosed in writing to McDonald's and that McDonald's consent to this Assignment is based on its evaluation of these financial terms. The parties agree that the failure to disclose all financial terms to McDonald's will constitute a material breach of the Franchise pursuant, among other provisions, to paragraph 18(n) of the Franchise, thereby entitling McDonald's to all rights and remedies under the Franchise including, but not limited to, the right to terminate the Franchise.
13. If Assignee pays all business creditors, including McDonald's, on a timely basis, Assignor will be automatically discharged from all liability under the Franchise upon the earlier of: (i) three years after the Effective Date or (ii) the end of the Franchise term.
14. Assignor must pay all liabilities listed on Exhibit C to McDonald's on the Effective Date.
15. Assignor represents and warrants that neither Assignor, nor any member of the immediate family of Assignor, and to the best knowledge of Assignor, any other member of Assignor's family:
- a) owns, or has the right to use, directly or indirectly, any property used for or in connection with the operation of the Restaurant which is not a part of the assets being conveyed to Assignee;
 - b) owns, directly or indirectly, all or part of any business which is a party to any business arrangements concerning the Restaurant; or
 - c) owns or has an interest in any real estate located within a radius of 500 yards of the Restaurant, excluding real estate leased to Assignor by McDonald's.
16. The parties' respective successors, assigns, heirs, and personal representatives are bound by this Assignment. All obligations, agreements, representations, and warranties made by more than one party will be joint and several even if it is not so stated in the relevant paragraph.

17. At anytime during normal business hours, McDonald's may examine and copy any of Assignor's or Assignee's records, books, financial records, tax returns, or other documents for the purpose of insuring compliance with the Franchise and this Assignment.

18. All Exhibits to this Assignment are a part of this Assignment.

19. This Assignment is not an approval by McDonald's of the Agreement or any other documents pertaining to it and McDonald's is not a party to the Agreement or bound by it.

20. All terms and conditions of the Franchise remain in full force and effect except as modified by this Assignment.

21. McDonald's and Assignee each acknowledge and warrant to each other that they wish to have all terms of their business relationship defined in the Franchise and this Assignment. Neither McDonald's nor Assignee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different from or supplementary to the rights and obligations in the Franchise or this Assignment. McDonald's, Assignor, and Assignee agree that the Franchise and this Assignment supersede and cancel any prior and/or contemporaneous discussions or writings (whether described as representations, inducements, promises, agreements, understandings, or any other term), between McDonald's or anyone acting on its behalf, Assignor or anyone acting on Assignor's behalf, and Assignee or anyone acting on Assignee's behalf, with respect to the Restaurant or the relationship between the parties. McDonald's, Assignor, and Assignee each agree that they have placed, and will place, no reliance on any such discussions or writings. The Franchise and this Assignment constitute the entire agreement between the parties and contain all of the terms, conditions, rights, and obligations of the parties with respect to the Restaurant and the Franchise. No future franchise or offer of franchises for additional McDonald's restaurants has been promised to Assignee and no such franchise or franchise offer will come into existence, except by means of a separate writing, executed by an officer or franchising director of McDonald's and specifically identified as a franchise agreement. No change, modification, amendment, or waiver of any of the provisions of the Franchise or this Assignment will be effective and binding upon McDonald's unless it is in writing, specifically identified as an amendment to this Assignment, and signed by an officer or franchising director of McDonald's.

The parties have signed this Assignment evidencing that they have read, understand, and are bound by the terms of this Assignment.

McDonald's USA, LLC

Assignor

By: _____

Assignee

Date signed by Assignee

EXHIBIT A

Special Agreements and Notes Assumed by Assignee

Assignor's obligation with OPNAD, Inc.

Assignor's obligation with Local Advertising Co-op

Assignor's obligation with Muzak or other Restaurant Music System

Assignor's obligation under any Test Letter or Test Agreement with McDonald's

Assignor's obligation under any contract for the purchase of electricity or natural gas and related services, and any ancillary agreements, including but not limited to contract administration and energy consulting service agreements

EXHIBIT B

Assignee

Percentage
Ownership

EXHIBIT C

(List of liabilities due McDonald's inserted here.)

EXHIBIT J

PRELIMINARY AGREEMENT

This Preliminary Agreement ("Agreement") is between _____ ("Candidate") and McDonald's USA, LLC, a Delaware limited liability company, having its principal office at One McDonald's Plaza, Oak Brook, Illinois ("McDonald's").

Background

A. Candidate wishes to be considered by McDonald's for a McDonald's franchise to operate a McDonald's restaurant.

B. Before McDonald's will consider Candidate for any McDonald's franchise opportunity, Candidate must first satisfactorily complete McDonald's Franchise Applicant Training and Evaluation Program consisting of McDonald's restaurant and classroom experience and training ("Training Program") with the understanding that Candidate's participation in the Training Program may exceed a period of two years on a part-time basis without any commitment or promise of a McDonald's franchise.

C. The decision to offer Candidate any franchise opportunity rests in McDonald's sole discretion.

Agreement

The parties, intending to be legally bound and for good and valuable consideration, agree as follows:

1. McDonald's authorizes Candidate to participate in the Training Program until further notice by McDonald's.

2. McDonald's decision to consider Candidate for any franchise opportunity as well as the location and type of franchise opportunity to be offered, if any, and the terms of any contracts rest in McDonald's sole discretion. McDonald's is unable, at this date, to determine the exact type of the franchise opportunity and contracts, if any, which may ultimately be offered to Candidate. If McDonald's decides that it will offer Candidate the opportunity to operate a McDonald's restaurant, the franchise may be one of the following to be determined in McDonald's sole discretion: (i) McDonald's conventional franchise for a new restaurant with the Candidate to invest cash from non-borrowed funds of at least 40% of the total cost; or (ii) McDonald's conventional franchise obtained by the purchase of an existing McDonald's restaurant, either from McDonald's or from an existing McDonald's franchisee, which requires the Candidate to invest cash from non-borrowed funds of at least 25% of the total purchase price, including any required reinvestment. A detailed explanation of the conventional franchise is contained in the Franchise Disclosure Document ("Disclosure Document") previously provided to Candidate.

3. Candidate may spend in excess of two years in the Training Program without a commitment from McDonald's that a franchise will be offered. During the Training Program, Candidate's performance and qualifications to become a franchisee will be continuously evaluated by McDonald's. Candidate is not an employee or agent of McDonald's or any parent, subsidiary, affiliate, or franchisee of McDonald's and is not entitled to and will not receive any compensation including, without limitation, salary, wages, or employee benefits for participation in the Training Program. In addition, Candidate will not receive any reimbursement for costs and expenses. Candidate waives any and all rights to damages, the

reimbursement of expenses or costs, as well as the payment of any compensation related directly or indirectly to Candidate's participation in the Training Program.

4. The information, manuals, and materials acquired by Candidate during the Training Program contain and constitute McDonald's confidential information and trade secrets. Candidate will not use or disclose any such information or any other McDonald's information gained by Candidate through participation in the Training Program without McDonald's prior written approval.

5. This Agreement is personal to Candidate and it may not be transferred by assignment, will, or operation of law.

6. No franchise offer by McDonald's will come into existence except by a written document executed by an officer or franchising director of McDonald's, which is specifically identified as a Franchise Agreement. This Agreement is not an offer of a franchise or a commitment or promise by McDonald's to offer Candidate a franchise and McDonald's decision to make any franchise offer rests in McDonald's sole discretion.

7. Candidate acknowledges receipt of the Disclosure Document together with various attachments. Candidate must hold the Disclosure Document for fourteen (14) calendar days before signing this Agreement. Candidate further acknowledges being advised by McDonald's to read such material carefully.

8. Upon termination of Candidate's participation in the Training Program by either party, or in the event McDonald's notifies Candidate that it will not offer a franchise to Candidate, with or without cause in either situation, Candidate shall immediately return all manuals and materials provided to or acquired by Candidate during the Training Program and discontinue the use of any such materials and other information.

9. The terms of McDonald's letter to Candidate dated _____ are incorporated in this Agreement. In the event of any inconsistency, the terms of this Agreement shall supersede said letter.

10. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and/or contemporaneous oral agreements or understandings of the parties; however, nothing in this Agreement is intended to disclaim the representations made in the Disclosure Document furnished to Candidate. No change, modification, amendment, or waiver of any of the provisions of this Agreement will be binding upon McDonald's unless in writing, specifically identified as an amendment, and signed by an officer or franchising director of McDonald's. Candidate acknowledges that neither McDonald's nor anyone acting on behalf of McDonald's has made any representations, inducements, promises, or agreements, orally or otherwise, regarding the subject matter of this Agreement which are not embodied in this Agreement.

11. If McDonald's institutes any action at law or in equity against Candidate and/or defends any action instituted by Candidate related in any way, directly or indirectly, to this Agreement and if a judgment is entered in McDonald's favor, McDonald's will be entitled to recover from Candidate reasonable attorney's fees together with court costs and expenses of litigation as may be allowed by the court.

12. The terms and provisions of this Agreement will be interpreted in accordance with and governed by the laws of the State of Illinois. If any part of this Agreement is, for any reason, ruled by a court to be invalid, such judicial ruling will not affect the validity of any remaining portion of this

Agreement which will remain in full force and effect. In the event that any material provision of this Agreement is ruled invalid, McDonald's reserves the right to terminate this Agreement.

13. McDONALD'S IS NOT OBLIGATED TO OFFER CANDIDATE A FRANCHISE AND CANDIDATE IS NOT OBLIGATED TO ACCEPT ANY FRANCHISE OFFER.

The parties have executed this Agreement this _____ day of _____, evidencing that they have read, understand, and are bound by the terms of this Agreement.

McDONALD'S USA, LLC

By: _____

(Candidate)

Date

Title: _____

EXHIBIT K

RESTAURANT EVALUATION RELEASE LETTER

Dear ____ (Applicant) ____:

You have expressed an interest in becoming a franchisee of McDonald's USA, LLC, a Delaware limited liability company ("McDonald's"). You understand that before McDonald's will give you any consideration for a McDonald's franchise opportunity you must first satisfactorily complete McDonald's franchise applicant training program. Prior to placement in McDonald's training program, McDonald's requires all Applicants to be placed into a McDonald's restaurant for us both to have the opportunity to evaluate each other on a very preliminary basis and determine whether or not we are both interested in proceeding with McDonald's training program. We refer to this initial placement as McDonald's restaurant evaluation ("Restaurant Evaluation").

If after the completion of the Restaurant Evaluation both you and McDonald's wish to proceed with McDonald's training program, you will then be required to sign McDonald's then-current Preliminary Agreement. A copy of McDonald's present Preliminary Agreement is attached as an exhibit to the Franchise Disclosure Document, which you have already received.

Prior to placement in the Restaurant Evaluation, and throughout any subsequent training program, your consent to having McDonald's verify your financial assets on various occasions is required. You understand that McDonald's will conduct a final financial evaluation *before* the offer of any franchise. You also understand that despite our own financial evaluation, we are relying upon the truthfulness of all of your representations to McDonald's in making decisions regarding participation in the Restaurant Evaluation, our training program and any possible franchise offer. You also understand that you have a continuing obligation to promptly notify us of any material changes in any of the information, including financials, provided to McDonald's.

Further, you also understand that if accepted into McDonald's training program, your training will take place on a part time basis and this training could exceed a two year period without any commitment or promise from McDonald's that you will be offered a franchise opportunity. During the Restaurant Evaluation and any subsequent training program, you understand that you will not be an employee or agent of McDonald's or of any parent, subsidiary, affiliate or franchisee of McDonald's, and that you will not be compensated in any manner for any expended time, effort, cost and/or expenses. In addition, McDonald's reserves the right, in its sole discretion, with or without cause; (i) to remove you from the Restaurant Evaluation and/or the training program at any time; and (ii) to not offer you any franchise opportunity. Further, you hereby waive any and all rights to any damages, reimbursement for all expenses or costs and compensation during the Restaurant Evaluation and any subsequent training program.

Where required by law, McDonald's maintains a worker's compensation insurance policy for all individuals participating in the Restaurant Evaluation and the training program providing only limited medical coverage. If you should suffer an on-site injury during the Restaurant Evaluation or the training program, you may only pursue the coverage afforded by such *applicable* insurance. Other than this insurance coverage, McDonald's and its parent, subsidiaries, affiliates, and franchisees will not be liable to you in any way for any claims, losses or damages.

Throughout the Restaurant Evaluation and the training program, you will have access to McDonald's confidential and proprietary information, which covers, by example and without limitation, all aspects of a McDonald's restaurant business. As such, you agree to maintain all McDonald's information in strict confidence and not disclose or use any such information without McDonald's prior written approval. In addition, you will come into contact with various personnel employed by McDonald's, and/or its parent, subsidiaries, affiliates, and franchisees, and any attempt by you to employ any such personnel, or to induce them to leave their employment is strictly prohibited.

Finally, you acknowledge that McDonald's is not obligated to offer you a franchise and no franchise offer shall come into existence except by a written document, signed by an officer or franchising director of McDonald's, and designated as the Franchise Agreement. If you are interested in pursuing this Restaurant Evaluation, for consideration by McDonald's to be invited to participate in McDonald's franchise applicant training program, please sign below on the attached copy of this letter in order to acknowledge your acceptance to the terms and conditions of your participation. Return the signed copy of this letter to me within the next *fifteen (15)* days.

Sincerely,

MCDONALD'S USA, LLC

AGREED TO AND ACCEPTED:

Date

EXHIBIT L

McDONALD'S U.S. REWRITE (NEW TERM) POLICY

A McDonald's franchise is granted for a limited period of time, with no right to renew or extend. A new franchise decision must be made before the franchise term expires. McDonald's desires to enter into new business relationships with Owner/Operators who, as McDonald's alone determines, consistently meet all of the National Franchising Standards, contribute to the success of the System, comply with the Franchise Agreement and are eligible for growth and rewrite. In addition, in determining whether to enter into a new term franchise, McDonald's will evaluate the available real estate tenure and economic viability of the restaurant.

The Owner/Operator's performance will be assessed for his or her entire organization on a continuous basis throughout the franchise term. The Owner/Operator's eligibility status for growth and rewrite will be communicated at his or her Business Review.

Typically, three years prior to the expiration of the current franchise term, the rewrite process begins and the Owner/Operator is required to complete, sign and return McDonald's Rewrite Application in order to be considered for the offer of a new term franchise. Failure to timely complete and return the Rewrite Application to McDonald's satisfaction may result in a decision not to offer a new term franchise.

Rewrite recommendations are submitted by the Regional Vice President of QSC to the Rewrite Committee, made up of members of U.S. and Divisional management. Only the Rewrite Committee has the authority to offer or not to offer a new term franchise to an Owner/Operator.

If a new term franchise offer is approved, the terms will be outlined in a rewrite offer letter sent to the Owner/Operator. The offer of a new term franchise is conditioned upon the Owner/Operator's continued compliance with the National Franchising Standards, the Franchise Agreement and continued eligibility for growth and rewrite for the remainder of the current franchise term, and is subject to available real estate tenure. There may be additional conditions imposed as a part of the rewrite offer. Any conditions of the rewrite offer will be included in the rewrite offer letter and will vary from case to case, but most frequently relate to reinvestment, rebuilds, relocations, real estate issues or ownership issues. If the Owner/Operator owns or leases additional property that McDonald's determines is essential to the operation of the restaurant business, McDonald's will require, as a condition of the offer of the new franchise, that the Owner/Operator grant McDonald's a controlling interest, through purchase, lease or option, to ensure the availability of the property and the long-term operation of the restaurant. In some situations, due to the availability of real estate or questions about the long-term economic viability of the restaurant location, a shorter term franchise may be appropriate.

To accept the offer of a new term franchise, the Owner/Operator must sign the new franchise agreement prior to the expiration of the existing franchise term. The service fee and initial franchise fee for the new franchise will be those in effect for similar restaurants at the time the new franchise commences. The rent for the new term franchise will be calculated in accordance with the then-current rewrite rent policy. When possible, an estimate of the new term rent will be included in the rewrite offer letter. Owner/Operator rental of additional property will be treated in accordance with the additional property policy in effect at the time the new franchise commences.

In cases where McDonald's, through the Rewrite Committee, concludes that it will not offer a new term franchise to the Owner/Operator, the Owner/Operator will be advised of this decision in writing. The decision of the Rewrite Committee not to offer a new term franchise to the Owner/Operator is final. In these cases, McDonald's will extend an alternative offer, which will give the Owner/Operator the opportunity to sell the restaurant business to a qualified buyer prior to the expiration of the current franchise. Subject to the terms stated in the alternative offer, which include a release, McDonald's will commit to offer a new term franchise to the qualified buyer.

If you have any questions concerning the Rewrite (New Term) Policy, please contact your Division Franchising Officer or John Kujawa, U.S. Vice President – Global Franchising, 630-623-3403.

This Rewrite (New Term) Policy is not part of the Franchise Agreement. It is subject to change as McDonald's alone determines. Its application will differ depending upon the various facts and circumstances involved and it is not a contract right between the Owner/Operators and McDonald's.

EXHIBIT M

REWRITE (NEW TERM) OFFER LETTER

PERSONAL & CONFIDENTIAL

RE: McDonald's Restaurant

L/C:
(the "Restaurant")

Dear :

As you know, your franchise for the Restaurant expires on _____.

OFFER OF A REWRITE (NEW TERM) FRANCHISE

The Regional Vice President of QSC has submitted the Region's recommendation that you be offered a new term franchise for the Restaurant. Members of the Rewrite Committee have reviewed the regional recommendation, including your compliance with the National Franchising Standards and Franchise Agreement, your contributions to the System, and the information you provided.

Congratulations, based on this information, the Company has approved the offer of a new term franchise to you upon the expiration of the existing franchise, subject to your continued compliance with the National Franchising Standards and Franchise Agreement throughout the remainder of the term of the existing franchise.

FEES AND TERMS

The new term franchise documents, including Franchise Agreement and Operator's Lease, will be those in use at the time the new franchise begins.

The terms of the new franchise are as follows:

INITIAL FEE: Initial fee in effect at the time the new franchise begins

SERVICE FEE: Service fee in effect at the time the new franchise begins

FRANCHISE TERM: _____ through _____

RENT: Rent will be calculated in accordance with McDonald's rewrite rent policy. See Rent paragraph below for additional details.

NEW TERM FRANCHISE OWNERSHIP

The new franchise will be granted to _____, individually. _____ will be required to personally devote full time and best efforts to the operation of the Restaurant business and will be the "approved operator" of the Restaurant. This offer may not be accepted by any other person or entity or transferred by assignment, will, or operation of law, without the prior written consent of McDonald's.

McDonald's will allow the assignment of the new franchise to the following entity provided you agree to the terms and conditions of and execute McDonald's Assignment and Consent document:

No other individual or entity may acquire any interest, whether direct or indirect, in the new franchise or the Restaurant business without McDonald's prior written consent and then only in accordance with the procedures and forms prescribed by McDonald's.

INITIAL FEE

The initial fee will be due in full at the beginning of the new term. The initial fee charged will be that in effect at the time the new term begins and may be higher than the \$45,000.00 initial fee currently in effect.

Alternate paragraph if rent can be estimated:**RENT**

The percentage rent for the new term franchise is estimated to be _____. This estimated percentage rent is based on the current rewrite rent policy and may also be based on estimated costs. The rewrite rent policy or costs may change, resulting in an increase or decrease to the estimated rent. If we have enough information to better estimate the percentage rent, we will send you an email with that estimated rent approximately 12 months before the new term franchise begins. The actual percentage rent you will be paying could change if McDonald's investment basis changes prior to the new term begin date. The actual percentage rent will be included in the new term franchise documents. If you have any questions regarding the rent, please contact your Regional Finance Director.

Alternate paragraphs if rent cannot be estimated:**RENT**

We have not reached agreement with our landlord on the rent we will have to pay to remain at this site; therefore, we are unable to calculate the Estimated Lease Value (ELV) that is needed to determine a projected new term rent percentage. Under these circumstances, the landlord will likely charge market rents, which may potentially result in a significantly increased rent percentage. If you have any questions regarding the rent, please contact your Regional Finance Director.

OR

RENT

Due to the unique nature of this location, the traditional rewrite rent policy and rent chart do not apply. If you have any questions regarding the rent, please contact your Regional Finance Director.

(Paragraphs with specific conditions of the new term offer are inserted here.)

NEW FRANCHISE DOCUMENTS

Provided you remain eligible for the new term franchise, the new franchise documents will be forwarded to you for execution approximately one month before the expiration of your current franchise.

If you are not interested in receiving a new term franchise for this Restaurant as outlined above, please notify _____, National Franchising, at the number shown above within 30 days from the date of this letter.

Sincerely,

McDONALD'S USA, LLC

John A. Kujawa
Vice President – Global Franchising

EXHIBIT N

LOAN AND RELATED DOCUMENTS

PROMISSORY NOTE, SECURITY AGREEMENT AND ACH AUTHORIZATION

This Promissory Note, Security Agreement and ACH Authorization (this "Note") is entered into this ____ day of _____, 20__ by _____ ("Borrower") in favor of Lake Forest Bank & Trust Company, an Illinois banking corporation with offices at 727 North Bank Lane, Lake Forest, Illinois 60045 ("Lender").

PART I: PROMISSORY NOTE

FOR VALUE RECEIVED, Borrower (jointly and severally, if more than one signatory) promises to pay to the order of Lender the principal sum of [to be supplied] AND 00/100 DOLLARS (\$_____) in _____ more or less equal installments of principal each in the amount of \$_____ (provided that the last installment on _____, 20__ shall be in an amount equal to the balance owing hereunder plus interest accrued thereon), plus accrued interest in arrears on the amount outstanding from time to time from the date hereof until paid at the per annum rate equal to the Effective LIBO Rate, as defined below, plus three and three-quarter percent (3.75%) per annum payable monthly from the date funds are first advanced hereunder, commencing on _____ 18, 20__ and on each Payment Date thereafter.

"Business Day" shall mean any day other than a Saturday, Sunday, or other day on which commercial banks in Chicago, Illinois are authorized or required to close under the laws of the State of Illinois or federal laws.

"Calculation Period" shall mean the period from, and including, the Effective Date to, but not including, the first Payment Date; and thereafter, for each successive period, the period from, and including, a Payment Date to, but not including, the next succeeding Payment Date.

"Effective Date" shall mean the date of this Note.

"Effective LIBO Rate" shall mean, with respect to each Calculation Period, the one month London Interbank Offered Rates as published in the Money Rates section of the *Wall Street Journal*. If on any Rate Setting Day Lender is unable to determine the Effective LIBO Rate or adverse or unusual conditions, or changes, in the applicable law relating to the London Interbank Market make it illegal or, in the reasonable judgment of Lender practicable to fund therein, or if it shall become unlawful for Lender to pay interest on a LIBO Rate basis, then in any of the foregoing events, Lender shall notify the undersigned of such event and interest will be calculated and payable for so long as the conditions referred to in this sentence shall continue at a substitute index rate designated by Lender after notice to Borrower.

"McDonald's" shall mean McDonald's Corporation, a Delaware corporation.

"Payment Date" shall mean the 18th day of each month, or if such day is not a Business Day, the next succeeding day that is a Business Day, unless such day would fall in the next calendar month, in which case such Payment Date shall be the next preceding Business Day; provided that the final Payment Date shall be the date of maturity of this Note.

"Prime Rate" shall mean such rate as announced from time to time by Lender as its Prime Rate, which rate shall be effective as of the day announced unless otherwise specified in the announcement, which rate is not necessarily Lender's best rate.

"Rate Setting Day" shall mean one (1) Business Day prior to each Payment Date. In the event such day is not a Business Day, then the Rate Setting Day shall be the immediately preceding Business Day.

Payments of principal and interest shall be made to Lender at 727 North Bank Lane, Lake Forest, Illinois 60045, or at such other place as Lender or any subsequent holder of this Note from time to time directs in writing. Payments shall be by pre-authorized debits to Borrower's account pursuant to Part III hereof or such other method for payment designated by Lender from time to time including, but not limited to, preauthorized debits to an alternate account identified by Borrower. Payments received shall be first applied to accrued interest, then to fees and expenses, if any, and the balance to principal.

Borrower may prepay the whole or any part of the unpaid balance of principal and accrued interest under this Note on any Payment Date, without penalty or fee, on notice to Lender delivered not less than five (5) Business Days in advance of such Payment Date.

If as a result of any prepayment of principal outstanding under this Note (whether voluntary or involuntary as a result of an acceleration of the maturity hereunder or otherwise) on any day other than a Payment Date, Borrower shall reimburse Lender for any losses (including lost margins incurred by Lender in obtaining, liquidating or employing deposits from third parties) arising out of such prepayment, upon presentation by Lender of a statement setting forth the amount and Lender's calculation thereof pursuant hereto, which statement shall be deemed true and correct absent manifest error.

THE FAILURE OR FORBEARANCE OF LENDER OR ANY OTHER HOLDER OF THIS NOTE FOR ANY PERIOD OF TIME TO EXERCISE ANY RIGHT HEREUNDER, OR OTHERWISE GRANTED BY LAW OR ANOTHER AGREEMENT, SHALL NOT AFFECT OR RELEASE THE LIABILITY OF BORROWER OR ANY OTHER OBLIGOR HEREUNDER, AND SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT UNLESS SO STATED BY LENDER OR SUCH OTHER HOLDER IN WRITING. Borrower agrees that Lender or any other holder shall have no responsibility for the collection or protection of any property securing this Note and may waive its rights with respect to any property or indebtedness. Borrower hereby waives (i) presentment of payment, notice of nonpayment, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and (ii) the benefits of any law providing that the release of any one of any obligors for this Note releases all others otherwise liable for obligations outstanding hereunder.

Borrower agrees to pay normal closing costs of Lender, including reasonable attorney fees, in connection with the preparation of this Note and any related document, any amendments or novations thereto or thereof, and the collection or enforcement of this Note, including reasonable attorneys' fees.

This Note is secured by the Collateral, as defined in Part II herein. Borrower shall pay, or reimburse Lender, for any and all filing costs, documentary stamps and/or conveyance or transfer taxes or similar fees required to be paid in order to effectuate the filing of financing statements and/or security agreements allowing Lender to perfect its security for this Note.

All payments not made when due shall bear interest from the date each payment is due until the date payment is received by Lender, at Lender's option, at the Prime Rate, plus an additional four percent (4%) per annum but not less than eight and one-half percent (8.5%). Irrespective of the exercise or nonexercise of the foregoing option, in the event that any payment herein provided for shall become overdue for more than five (5) days, a "late charge" of five percent (5%) of the overdue payment shall, at Lender's option, become immediately due and payable to Lender as liquidated damages for failure to make prompt payment, and the same shall be secured by this Note.

This Note and any other indebtedness of Borrower to Lender, whether now existing or hereafter arising, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use or the forbearance of the indebtedness hereunder exceed the maximum permissible rate under applicable law ("Maximum Rate"). As used herein, the term "applicable law" shall mean the law in effect as of the date of this Note, provided however that in the event there is a change in the applicable law which results in a higher permissible rate of interest, then this Note shall be governed by such new law as of its effective date. If due to any circumstance whatsoever, fulfillment of any provisions of this Note at the time performance of such provision shall be due shall exceed the Maximum Rate, then, automatically, the obligation to be fulfilled shall be modified or reduced to the extent necessary to limit such interest to the Maximum Rate. If Lender should ever receive anything of value deemed interest by applicable law which would exceed the Maximum Rate, such excess shall be applied to the reduction of principal then outstanding and not to the payment of interest, or, if such excess exceeds the principal then outstanding, such excess shall be repaid to Borrower.

Borrower understands and agrees that in making the loan evidenced by this Note, Lender and McDonald's have agreed on certain matters with respect to such loan. Borrower further understands that McDonald's has executed a guaranty ("Guaranty") which guaranties Borrower's obligations under this Note and that in connection with the Guaranty, McDonald's will receive a Guaranty fee to be paid by Lender. Lender may, and Borrower hereby authorizes Lender to, release to McDonald's such information about Borrower and the loan evidenced hereby as Lender deems necessary or appropriate, including without limitation, Borrower's financial statements and any information relating to Borrower's performance under this Note. McDonald's may release to Lender such information about Borrower or Borrower's affiliates and the Franchise (as hereinafter defined) or any other McDonald's franchise Borrower or Borrower's affiliates may own and operate. Lender may also condition its agreement to any waiver, modification or amendment with respect to this Note on obtaining McDonald's prior written consent. Lender may, without incurring any liability to Borrower, notify McDonald's of any Event of Default, as defined below, under this Note prior to notifying Borrower. McDonald's may, without incurring any liability to Borrower, notify Lender of any breach of the Franchise, prior to notifying Borrower. Lender shall not have any liability to Borrower as a result of any action taken or not taken by Lender with respect to the loan evidenced by this Note in accordance with the written instructions of a duly authorized officer, employee or agent of McDonald's. Borrower acknowledges that

Lender's rights under Section 6.1 below shall include without limitation Lender's right to assign this Note to McDonald's at any time, whether or not there has occurred an Event of Default hereunder.

PART II: SECURITY AGREEMENT

All terms used and not otherwise defined in this Note shall have the meanings ascribed to such terms in the Uniform Commercial Code as adopted, and in effect from time to time, by the State of Illinois (the "UCC"). However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. For purposes of this Note, "Obligations" means all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by Borrower or any affiliate of Borrower to Lender at any time, each of every kind, nature and description, whether arising under this Note or otherwise, direct or indirect (that is, whether the same are due directly or indirectly to Lender as endorser or guarantor, or as obligor of obligations due to third persons which have been endorsed or assigned to Lender, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or acquired, and shall also include all principal, interest and other charges due from Borrower or any affiliate of Borrower to Lender and all costs and expenses referred to in this Note.

For value received, Borrower hereby grants to Lender a security interest in certain property as described below. This security interest is granted to secure payment of Borrower's obligations to Lender as evidenced by this Note on the following terms and conditions:

1. Collateral.

1.1 Security Interest Grant. Borrower hereby grants to Lender, to secure the payment and performance in full of all of the Obligations, a security interest in and pledges and assigns to Lender the following properties, assets and rights of Borrower, where located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and moveable property of every kind and nature including, without limitation, all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles). The Collateral does not include Borrower's right, title and interest in the Franchise, as defined below.

1.2 Location/Purpose. The Collateral will be kept at and used in the operation of the McDonald's restaurant businesses located at _____. These restaurant businesses, together with the License Agreement or Franchise Agreement and the Operator's Lease and any assignments pertaining thereto, will be referred to collectively as the "Franchise". Borrower agrees not to remove the Collateral from the Franchise premises except for purposes of repair or replacement in the normal course of business. In no event, however, will any such repair or replacement impair the value of the Collateral.

1.3 Inspection/Records. Upon reasonable notice and at any reasonable time prior to an Event of Default as defined herein (and, after Event of Default, without notice and at any time), Borrower will allow Lender to inspect the Collateral. Borrower will keep accurate and complete records identifying the Collateral which will be available to Lender upon request.

1.4 Maintenance. Borrower will maintain the Collateral in good condition; will repair or replace it, if necessary; and in general, deal with the Collateral in a manner that is considered good practice for a McDonald's restaurant business. Borrower will not knowingly use the Collateral in violation of any law, statute, ordinance or government regulation and will be responsible for payment of any taxes and/or assessments that may be imposed on the Collateral.

1.5 Insurance. Borrower agrees to maintain insurance on the Collateral with a responsible company in such amounts and against such risks and hazards as are normally insured against by similar McDonald's restaurant businesses. Lender shall be named as an additional insured, or, alternatively, as loss payee under a lender loss payable endorsement in favor of Lender. Upon request, Borrower shall provide Lender with satisfactory evidence of insurance coverage.

1.6 Reimbursement of Lender. At its option, Lender may discharge taxes and other liens at any time levied or placed on the Collateral, and place and pay for insurance thereon. Borrower agrees to reimburse Lender on demand for any and all expenditures so made, and until paid the amount thereof shall be a debt secured by the Collateral. Lender

shall have no obligation to Borrower to make any such expenditures, nor shall the making thereof relieve Borrower of any default.

2. Warranties, Representations and Covenants of Borrower.

2.1 Borrower warrants and represents to Lender that the following are true and correct on the date of this Note:

(a) Authorization. Borrower has full power and authority to enter into this Note which is a legal and binding obligation of Borrower and enforceable in accordance with its terms.

(b) No Breach of Other Agreements. The execution and performance of this Note have been duly authorized by appropriate corporate action, if necessary, and do not violate any material provision of any agreement of which Borrower is a party.

2.2 Borrower covenants as follows:

(a) Sale of Collateral. Borrower will not sell or otherwise transfer the Collateral without the prior written consent of Lender, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Borrower shall be permitted to sell or otherwise dispose of Collateral in the ordinary course of business or when obsolete, worn out, inadequate or unnecessary for use in the operation of the Franchise, but only upon substituting other Collateral of equivalent value and utility.

(b) Further Assurances. Borrower agrees to deliver to Lender any additional documents that may reasonably be required to perfect the security interest granted herein. In addition, Borrower will execute and deliver to Lender any additional documents or writings and do all things requested by Lender to effectuate the provisions and intent of this Note, to correct any inaccurate information reflected herein (*e.g.*, borrower's name and address), or to comply with applicable laws.

(c) Purpose of Loan. **This Note is issued in connection with a commercial transaction in which credit is being extended for general business purposes, including but not limited to (i) purchasing a building and any site and other improvements relating thereto which is used to operate a McDonald's restaurant, (ii) purchasing furniture, fixtures and equipment for the Franchise, (iii) financing the business of the Franchise, or (iv) refinancing any existing indebtedness incurred for any of the foregoing purposes. No portion of any proceeds of any advances made hereunder will be used for personal, family or household purposes.**

3. Events of Default. Upon the occurrence of any of the following events ("Event of Default"), at the option of Lender, or automatically without notice or any other action upon the occurrence of any event specified in Sections 3.4 or 3.5 below, the unpaid principal amount of this Note together with accrued interest and all other obligations owing by Borrower to Lender shall become immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower:

3.1 Borrower shall fail to maintain sufficient funds in any automated clearing house deposit account to enable payment, or shall otherwise fail to make payment, of any installment of principal and/or interest or other amounts due and payable under this Note and such default remains uncured after the expiration of ten (10) days from receipt of notice of such default.

3.2 Any warranty or representation made by Borrower in this Note or any other writing delivered to Lender proves to have been false or inaccurate in any material respect when made. Borrower fails to perform or breaches any material provision or any covenant of this Note, and such failure or breach (with the exception of Section 2.2(a) herein as to which such failure or breach shall constitute an immediate default hereunder) is not cured by Borrower or waived in writing by Lender within ten (10) days after receipt by Borrower of written notice from Lender identifying the non-performance or breach.

3.3 Borrower violates any of the covenants or agreements contained in the Franchise.

3.4 The filing of any petition or the commencement of any proceeding by Borrower for relief under bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension.

3.5 The filing of any petition or the commencement of any involuntary proceeding against Borrower for relief under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension.

3.6 Borrower hereby acknowledges and agrees that a default in the payment or performance of the obligations under this Note shall be deemed a material breach under the Franchise, allowing McDonald's to exercise all of its rights and remedies pursuant to said Franchise.

4. Remedies with Respect to Collateral. Upon the occurrence of an Event of Default, Lender may exercise the following remedies, at its option, and demand and notice are waived by Borrower.

4.1 Possession. Lender shall have the right to take possession of the Collateral in accordance with all applicable local and federal laws.

4.2 Collateral. Lender may sell any or all of the Collateral at public or private sale, provided that, except for sales to persons approved by McDonald's, prior to such a sale, Lender agrees to remove from the Collateral all trademark identification and all other identification of McDonald's, its subsidiaries and affiliates. The method, manner, time, place and terms of a sale pursuant to this section shall be commercially reasonable and shall be specified in a written notice from Lender to be received by Borrower at least five (5) days prior to such sale. Any proceeds from such a sale shall be applied by Lender to Borrower's obligations under this Note. The balance, if any, shall be returned to Borrower. Borrower shall remain liable for any deficiency.

4.3 Other Remedies. In addition, Lender shall have all rights and remedies available at law or in equity, all of which shall be cumulative.

5. Reporting Requirements. Borrower shall furnish to Lender:

5.1 Financial Statements. As soon as available, and in any event within ninety (90) days after the close of each fiscal year of Borrower, and at such other intervals as Lender may request from time to time, the balance sheets, income statements, and statements of cash flow of Borrower prepared by Borrower's independent accountants, which, if requested by Lender, shall be on a consolidating and consolidated basis and/or audited by certified public accountants satisfactory to Lender, together with an unqualified opinion by such certified public accountants regarding such statements; and

5.2 Annual Affidavits. Annual affidavits signed by the chief financial officer of Borrower, or other responsible representative of Borrower acceptable to Lender, stating that (i) Borrower has made or filed (or timely filed an extension to file) all federal, state and local income and all other tax returns, reports and declarations required by any jurisdiction to which Borrower is subject, (ii) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations (except those being contested in good faith and by appropriate proceedings and for which adequate reserves have been established), (iii) has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply, and (iv) there are no unpaid taxes in any material amount claimed to be due by the applicable taxing authority of any jurisdiction, and such officer or representative of Borrower knows of no basis for any such claim. Such affidavits shall be accompanied by copies of all federal, state and local income and all other tax returns, reports and declarations (or extensions) required by any jurisdiction to which Borrower is subject. If requested by Lender, Borrower shall also deliver to Lender certificates of good standing issued by the applicable state (and, if available, local) taxing authority of any jurisdiction to which Borrower is subject.

6. Miscellaneous.

6.1 Successors and Assigns. This Note is binding upon and shall inure to the benefit of Borrower and Lender and their respective legal representatives, assigns and successors; provided, that Borrower shall have no right to assign its obligations hereunder without the prior written consent of Lender; and provided further, that Lender may sell, assign, transfer, or grant participations, in whole or in part, in this Note without the prior written consent of Borrower, and Borrower agrees that any such purchaser, assignee, or transferee shall be entitled to all rights, remedies and benefits of Lender in, to, and under this Note, and such purchaser, assignee, or transferee shall be and become the "Lender" hereunder for all purposes of this Note.

6.2 Notice. Any notice required to be given under this Note shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid. Notice to Borrower shall be addressed to:

_____, with a copy to McDonald's Corporation, 2915 Jorie Blvd., Dept. 200, Oak Brook, Illinois 60523, Attention: Treasurer. Notice to Lender shall be addressed to Lake Forest Bank & Trust Company, 727 North Bank Lane, Lake Forest, Illinois 60045, Attn: Sandra S. McCraren.

6.3 Severability. The provisions of this Note are severable, and if any provision of this Note shall be determined by a court of competent jurisdiction to be unenforceable such determination shall not affect the validity of any other provision of this Note.

6.4 Waiver. Lender's failure or delay in exercising any right, power, or privilege under this Note shall not preclude its exercise of any other or further right, power or privilege under this Note. Lender's waiver of any right, power, privilege, or default under this Note shall neither constitute a waiver of any right, power, privilege, or default, nor shall it constitute a waiver of any future default of the same or of any other term of this Note. All rights and remedies in this Note are cumulative and not exclusive of any other legal rights or remedies. No waiver of Borrower's breach of any term or condition of this Note shall be effective unless in a writing signed by a duly authorized representative of Lender.

6.5 Governing Law. Borrower hereby acknowledges and agrees that this Note and the obligations hereunder are to be governed by and under the internal laws of the State of Illinois, without regard to its conflicts of law rules. Borrower agrees that any suit for the enforcement of this Note may be brought in the courts of the State of Illinois or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Borrower by mail at Borrower's address specified herein. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

6.6 Section Headings. The various headings used in this Note are inserted for convenience only and shall not affect the meaning or interpretations of this Note or any provision hereof.

6.7 Agency. Borrower acknowledges and agrees that all of the rights and remedies which may be exercised by Lender under this Note, and all demands and notices which may be given by Lender under this Note, may be exercised and/or given (as the case may be) by an agent appointed by Lender for such purposes and identified to Borrower in writing by Lender from time to time.

6.8 Waivers, Amendments, Discharges. No provision or term of this Note may be waived, amended or otherwise modified except by an agreement in writing signed by Lender in the case of a waiver, and, in the case of an amendment or other modification, by Lender and Borrower, and, in each case, consented to in writing by McDonald's, and any oral waiver, amendment or modification of any provision or term hereof shall be without authority and of no force and effect. Any such waiver, amendment or modification shall be effective only in the specific instances and for the purposes and to the extent therein specified.

6.9 JURY WAIVER. EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY WAIVES TRIAL BY JURY AND AGREES THAT NEITHER, INCLUDING ANY ASSIGNEE OR SUCCESSOR, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS NOTE AND OTHER RELATED AGREEMENTS, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NEITHER BORROWER NOR LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

PART III: AUTHORIZATION FOR ACH DRAFTING OF LOAN PAYMENTS

Borrower hereby authorizes Lender, or any agent of Lender, to debit the bank account described below on each Payment Date for regularly scheduled monthly payments of principal and accrued interest and all other amounts due under this Note. Borrower agrees that such account will have sufficient funds to cover such debits and that any disputes over the sufficiency of such funds will be resolved strictly between Borrower and the depository institution maintaining such account.

Please debit the following account (choose one): ☐ Checking Account ☐ Savings Account

Bank Name: _____

Bank Location (City, State): _____

Routing and Transit Number: _____

Bank Account Number: _____

(Attached is a voided check verifying the Borrower's bank's routing number and the account number)

Debits to the above account will be made on each Payment Date.

THE BORROWER UNDERSTANDS AND ACKNOWLEDGES THAT IT MUST REMIT PAYMENTS UNTIL WRITTEN CONFIRMATION OF THE COMMENCEMENT OF AUTOMATIC DEBITS IS RECEIVED FROM LENDER.

IN WITNESS WHEREOF, this Note has been executed and delivered by Borrower as an instrument under seal this ____ day of _____, 20____.

BORROWER:

Print Name:_____

GUARANTEED LOAN PROGRAM AGREEMENT

This Guaranteed Loan Program Agreement (the "Agreement"), entered into the year and date indicated below, is between McDonald's USA, LLC and _____ (collectively, "Franchisee"), in reference to the Loan (as hereinafter defined) made by Lake Forest Bank & Trust Company or Highland Park Bank & Trust, its subsidiaries or affiliates ("Lender") to Franchisee.

AGREEMENTS

1. Promissory Note. The Lender has concurrently made a loan (the "Loan") to the Franchisee, pursuant to a Promissory Note, Security Agreement and ACH Authorization (the "Note"). Franchisee understands that McDonald's Corporation has executed a guaranty as described in Section 2 below (the "Guaranty"). This Agreement will be effective and enforceable between the parties on the later of (i) the date of last execution of this Agreement, or (ii) the Effective Date of the Note.
2. McDonald's Obligations. Pursuant to the terms of the Guaranty, McDonald's Corporation (together with McDonald's USA, LLC, "McDonald's") has guaranteed to the Lender the payment and performance obligations of Franchisee under the Note.
3. Material Breach. Pursuant to the terms of the Note, a default under the Note is a material breach under the terms of the Franchise (as defined in the Note), entitling McDonald's to exercise all of its rights and remedies as set forth in the Franchise. Any amounts paid by McDonald's pursuant to the Guaranty shall become an accounts receivable balance owed to McDonald's by Franchisee. Presentment, demand, protest, notice of protest and dishonor are each waived by Franchisee.
4. Notice. Any notice required to be given under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid. Notice to Franchisee and McDonald's shall be addressed as set forth in the Franchise, with a copy to Lender at: Lake Forest Bank & Trust Company, 727 North Bank Lane, Lake Forest, Illinois 60045, Attn: Sandra S. McCaren.
5. Assignment. This Agreement is binding upon and shall inure to the benefit of Franchisee and McDonald's and their respective legal representatives, assigns and successors; however, Franchisee shall have no right to assign this Agreement without the prior written consent of McDonald's.
6. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable such determination shall not affect the validity of any other provision of this Agreement.
7. Waiver. McDonald's failure or delay in exercising any right, power, or privilege under this Agreement shall not preclude its exercise of any other or further right, power or privilege under this Agreement. McDonald's waiver of any right, power, privilege, or default under this Agreement shall neither constitute a waiver of any right, power, privilege, or default, nor shall it constitute a waiver of any future default of the same or of any other term of this Agreement. All rights and remedies in this Agreement are cumulative and not exclusive of any other legal rights or remedies. No alleged waiver of Franchisee's breach of any term or condition of this Agreement shall be effective unless in writing signed by a duly authorized representative of McDonald's.
8. Governing Law. Franchisee hereby acknowledges and agrees that this Agreement and the obligations hereunder are to be governed by and under the internal laws of the State of Illinois, without regard to its conflicts of law rules. Franchisee agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Illinois or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Franchisee by mail at the Franchise restaurant location(s). Franchisee hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

9. Section Headings; Defined Terms. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretations of this Agreement or any provision hereof.

10. Waivers, Amendments, Discharges. No provision or term of this Agreement may be waived, amended or otherwise modified except by an agreement in writing signed by McDonald's in the case of a waiver, and, in the case of an amendment or other modification, by McDonald's and Franchisee, and any oral waiver, amendment or modification of any provision or term hereof shall be without authority and of no force and effect. Any such waiver, amendment or modification shall be effective only in the specific instances and for the purposes and to the extent therein specified.

Intending to be legally bound, the parties to this Agreement have executed it the year and date written below.

FRANCHISEE(S)

FRANCHISEE(S)

Name: _____
Individually, and on behalf of all operating
entities

Name: _____
Individually, and on behalf of all operating
entities

Name: _____(printed)

Name: _____(printed)

Date: _____

Date: _____

McDONALD'S USA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT O

LIST OF AGENTS FOR SERVICE OF PROCESS

ALABAMA

CSC-Lawyers Incorporating Service Incorporated
150 South Perry Street
Montgomery, AL 36104-4045

ALASKA

Corporation Service Company
9360 Glacier Highway, Suite 202
Juneau, AK 99801

ARIZONA

Corporation Service Company
2338 W. Royal Palm Road, Suite J
Phoenix, AZ 85021

ARKANSAS

Corporation Service Company
300 Spring Building, Suite 900
300 S. Spring Street
Little Rock, AR 72201

CALIFORNIA

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833-3505

COLORADO

Corporation Service Company
1560 Broadway, Suite 2090
Denver, CO 80202

CONNECTICUT

Corporation Service Company
50 Weston Street
Hartford, CT 06120-1537

DELAWARE

Corporation Service Company
2711 Centerville Rd., Suite 400
Wilmington, DE 19808

DISTRICT OF COLUMBIA

Corporation Service Company
1090 Vermont Avenue, N.W.
Washington, DC 20005

FLORIDA

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

GEORGIA

Corporation Service Company
40 Technology Parkway South #300
Norcross, GA 30092

HAWAII

Commissioner of Securities
Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
P.O. Box 40
Honolulu, HI 96810
and
CSC Services of Hawaii, Inc.
Pauahi Tower, Suite 1600
1003 Bishop Street
Honolulu, HI 96813

IDAHO

Corporation Service Company
12550 W. Explorer Drive, Suite 100
Boise, ID 83713

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, IL 62706
and
Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

INDIANA

Corporation Service Company
251 E. Ohio Street, Suite 500
Indianapolis, IN 46204-3542

IOWA

Corporation Service Company
505 5th Avenue, Suite 729
Des Moines, IA 50309

EXHIBIT O – LIST OF AGENTS FOR SERVICE OF PROCESS (Continued)

KANSAS

Corporation Service Company
2900 SW Wanamaker Drive, Suite 204 Topeka, KS
66614

KENTUCKY

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service Company
421 West Main Street
Frankfort, KY 40601

LOUISIANA

Corporation Service Company
320 Somerulos Street
Baton Rouge, LA 70802-6129

MAINE

Corporation Service Company
45 Memorial Circle
Augusta, ME 04330

MARYLAND

CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 1660
Baltimore, MD 21202

MASSACHUSETTS

Corporation Service Company
84 State Street
Boston, MA 02109

MICHIGAN

CSC-Lawyers Incorporating Service (Company)
601 Abbot Road
East Lansing, MI 48823

MINNESOTA

Corporation Service Company
380 Jackson Street, Suite 700
St. Paul, MN 55101

MISSISSIPPI

Corporation Service Company
506 South President Street
Jackson, MS 39201

MISSOURI

CSC-Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, MO 65101

MONTANA

Corporation Service Company
26 West Sixth Avenue
P.O. Box 1691
Helena, MT 59624-1691

NEBRASKA

CSC-Lawyers Incorporating Service Company
233 South 13th Street, Suite 1900
Lincoln, NE 68508

NEVADA

CSC Services of Nevada, Inc.
2215-B Renaissance Drive
Las Vegas, NV 89119

NEW HAMPSHIRE

Corporation Service Company
d/b/a Lawyers Incorporating Service
14 Centre Street
Concord, NH 03301

NEW JERSEY

Corporation Service Company
830 Bear Tavern Road
West Trenton, NJ 08628

NEW MEXICO

Corporation Service Company
125 Lincoln Avenue, Suite 223
Santa Fe, NM 87501

NEW YORK

Corporation Service Company
80 State Street
Albany, NY 12207-2543

NORTH CAROLINA

Corporation Service Company
327 Hillsborough Street
Raleigh, NC 27603

NORTH DAKOTA

Corporation Service Company
316 North Fifth Street
P. O. Box 1695
Bismarck, ND 58502

EXHIBIT O – LIST OF AGENTS FOR SERVICE OF PROCESS (Continued)

OHIO

CSC-Lawyers Incorporating Service
(Corporation Service Company)
50 West Broad Street, Suite 1800
Columbus, OH 43215-5436

OKLAHOMA

Corporation Service Company
115 S.W. 89th Street
Oklahoma City, OK 73139-8511

OREGON

Corporation Service Company
285 Liberty Street, NE
Salem, OR 97301

PENNSYLVANIA

Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

RHODE ISLAND

Corporation Service Company
222 Jefferson Blvd., Suite 200
Warwick, RI 02888

SOUTH CAROLINA

Corporation Service Company
1703 Laurel Street
Columbia, SC 29201

SOUTH DAKOTA

South Dakota Division of Securities
Department of Labor and Regulation
445 East Capitol Avenue
Pierre, South Dakota 57501

and

Corporation Service Company
503 South Pierre Street
Pierre, SD 57501

TENNESSEE

Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

TEXAS

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service Company
211 E. 7th Street, Suite 620
Austin, TX 78701-3218

UTAH

Corporation Service Company
2180 South 1300 East, Suite 650
Salt Lake City, UT 84106

VERMONT

Corporation Service Company
104 N. Main Street, P.O. Box 607
Barre, VT 05641

VIRGINIA

Clerk of the State Corporation Commission
1300 E. Main Street
Richmond, VA 23219

and

Corporation Service Company
Bank of America Center, 16th Floor
1111 East Main Street
Richmond, VA 23219

WASHINGTON

Corporation Service Company
300 Deschutes Way SW, Suite 304
Tumwater, WA 98501

WEST VIRGINIA

Corporation Service Company
209 West Washington Street
Charleston, WV 25302

WISCONSIN

CSC-Lawyers Incorporating Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717

WYOMING

Corporation Service Company
1821 Logan Avenue
Cheyenne, WY 82001

EXHIBIT P

STATE ADMINISTRATORS

CALIFORNIA

Department of Corporations
(866) 275-2677

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814-4052
(916) 445-7205

San Diego

1350 Front Street, Room 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8565

HAWAII

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, 2nd Floor
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2744

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Securities Division
Secretary of State
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Securities Division
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Franchise Section
Consumer Protection Division
Department of Attorney General
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 373-7117

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(651) 296-4973

NEW YORK

Investor Protection Bureau
Office of the Attorney General
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8222

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND

Securities Division
Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02920
(401) 462-9527

EXHIBIT P – STATE ADMINISTRATORS (Continued)

SOUTH DAKOTA

Division of Securities
Department of Labor and Regulation
445 East Capitol Avenue
Pierre, South Dakota 57501-3185
(605) 773-4823

VIRGINIA

Division of Securities and Retail Franchising
State Corporation Commission
1300 E. Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Securities Division
Department of Financial Institutions
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

WISCONSIN

Division of Securities
Department of Financial Institutions
345 W. Washington Avenue, 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

EXHIBIT Q

McDONALD'S AFFILIATES

ENTITY NAME	BUSINESS ADDRESS	DATE OF FIRST COMPANY OWNED RESTAURANT	DATE OF FIRST FRANCHISE
McDonald's Australia Limited	21-29 Central Ave., Thornleigh NSW 2120 Australia	12/30/71	12/30/76
McDonald's Development Company – Central Europe	Campus 21, Liebermannstrasse A01601, A-2345 Brunn am Gebirge, Austria	12/30/92	9/1/83
McDonald's Franchise GmbH	Campus 21, Liebermannstrasse A01601, A-2345 Brunn am Gebirge, Austria	11/11/93	8/2/93
McDonald's Restaurants	Leningradskaya Street 18, Minsk, Republic of Belarus	12/10/96	None
McDonald's Belgium, Inc. (Belgium Branch)	Pegasus Park de Kleetlaan, 12A1831 Diegem, Belgium	3/1/93	3/1/93
McDonald's Restaurants Belgium N.V.	Pegasus Park de Kleetlaan, 12A1831 Diegem, Belgium	3/21/78	2/1/79
McDonald's Restaurants of Canada Limited	1 McDonald's Place, Toronto, Ontario, Canada M3C 3L4	2/5/71	6/1/67
McDonald's CR s.r.o.	Revnicka 170/4 Praha 5 155 21, Czech Republic	3/20/92	8/1/96
McDonald's Danmark ApS	Falkoner Alle 20, DK-2000 Frederiksberg Denmark	5/4/90	4/15/81
Restaurantes E Inmobiliarias de El Salvador, S.A. de C.V.	c/o ROMERO PINEDA & ASOCIADOS Edificio World Trade Center Torre I Local 305, Colonia Escalón, San Salvador, El Salvador	None	7/20/72
McDonald's Dominicana, S.R.L.	HLB, Ave. 27 de Febrero #238, Edificio Corominas Pepin, 4 to. Piso, Ensanche, Naco, Santo Domingo, Dominican Republic	None	11/30/96
McDonald's Oy	Paciuksenkatu 29, Helsinki, Finland 00270	12/14/84	3/22/88
McDonald's France S.A.S.	1, rue Gustave Eiffel, 78280 Guyancourt Cedex, France	10/6/80	9/1/79
McDonald's System of France, Inc. (French Branch)	1, rue Gustave Eiffel, 78280 Guyancourt Cedex, France	3/12/83	12/16/83
McDonald's Deutschland, Inc. Zweigniederlassung München (German Branch)	Drygalski-Allee 51, 81477 Munich, Germany	12/4/71	8/1/75
McDonald's (Gibraltar) Limited	Suite 1, Burns House, 19 Town Range, Gibraltar	8/13/99	1/7/00
McDonald's Hellas M.E.P.E. a/k/a McDonald's Hellas Restaurant Single Member Limited Liability Company	3a Fragoklissias & Granikou str., GR 151 25 Maroussi, Athens, Greece	7/26/95	11/12/91
TS de Guatemala S.A.	Avenida Reforma 15-54 Zona 9, 3er Nivel, Guatemala, Guatemala 01009	None	6/19/74
McDonald's Restaurants (Hong Kong) Limited	36/F Dorset House, Taikoo Place 979 King Road, Quarry Bay, Hong Kong	1/8/75	None
McDonald's Hungary Restaurant Chain LLC	Gyali ut. 3/B, H-1097 Budapest, Hungary	4/30/88	5/19/90
McDonald's Restaurants of Ireland Limited	7 Richview Office Park, Clonskeagh, Dublin 14, Ireland	10/3/96	5/9/77
McDonald's Development Italy, Inc. (Italian Branch)	Centro Direzionale Milanofiori Nord, Via del Bosco, Rinnovato no.6 Edificio U7, Assago, Milan, Italy	10/15/85	3/20/86

EXHIBIT Q – McDONALD’S AFFILIATES (Continued)

ENTITY NAME	BUSINESS ADDRESS	DATE OF FIRST COMPANY OWNED RESTAURANT	DATE OF FIRST FRANCHISE
McDonald’s Company (Japan), Ltd.	5-1, Nishi-Shinjuku 6-Chome, Shinjuku-ku, Tokyo, Japan	7/20/71	2/1/76
McKim Corporation a/k/a McKim Co., Ltd.	4th fl. 241-16, Bujeon-Dong, Jin-Ku, Busan, 614-846, Korea	12/14/91	5/11/96
HanGook McDonald’s Co. Ltd.	Kwanhoon Bldg. 12 Fl. 198-42, Kwanhoon-Dong, Chongro-Ku, Seoul 110-704, Korea	3/23/88	9/1/92
McDonald’s Restaurants AG	Industriestrasse 9495 Triesen, Liechtenstein	None	5/3/96
McD Europe Franchising S.à.r.l.	412F, route d’Esch, L-2086, Luxembourg	7/17/85	7/17/85
Golden Arches Restaurants Sendirian Berhad	Unit 07-02, Level 7, Persoft Tower, 6B, Persiaran Tropicana, 47410 Petaling Jaya, Selangor, Malaysia	04/29/82	1/20/93
McDonald’s Nederland B.V.	Paasheuvelweg 14, 1105 BH, Amsterdam Z.O., The Netherlands	7/17/72	3/1/76
McDonald’s Restaurants (New Zealand) Limited	302 Great South Road Greenlane, Auckland, New Zealand	6/7/76	11/27/84
McDonald’s Restaurants of Saipan, Inc.	P.O. Box 5222, Saipan, MP 96950 (Northern Mariana Islands)	None	3/18/93
McDonald’s Norge A/S	Storgt, 15, 0155 Oslo, Norway	8/4/89	11/18/83
Jiangmen McDonald’s Restaurants Food Company Limited	Liangchu Plaza, 7 Gangkou Road, Jiangmen City, Guangdong Province, Peoples Republic of China	10/22/97	11/29/12
Dongguan Maihua Food Company Limited	18 Xiangyang Road, Dongguan City, Guangdong Province, Peoples Republic of China	7/22/97	12/5/12
Wuxi McDonald’s Restaurants Food Company Limited	Crossroad of Changjiang Road and Qianwei Road (East of Changjiang Road & North of Qianwei Road), New District, Wuxi, Peoples Republic of China	11/15/97	2/14/07
Zhejiang McDonald’s Restaurants Food Company Limited	10th Floor, Tianhe Building, 427-429 Tiychang Road, Hangzhou, Peoples Republic of China	12/27/97	2/14/07
Shenyang McDonald’s (Restaurants Food) Company Limited	81 Changjiang Street, Huanggu District, Shenyang, Peoples Republic of China	10/25/97	3/21/07
Nanjing McDonald’s Restaurants Foods Company Limited	22 Xuanwumen, Jiangsu Exhibition Hall, Xuanwu District, Nanjing, Peoples Republic of China	12/30/95	11/12/11
Golden Arches Development Corporation	17 th /F Floor, Citibank Center, Paseo de Roxas, MKTI, Metro Manila 0702, Philippines	9/27/81	11/17/85
McDonald’s Polska Sp. z o.o	ul. Marynarska 15, 02-674, Warsaw, Poland	6/17/92	12/6/94
Sistemas McDonald’s Portugal Limitada	Sistemas McDonald’s Portugal, Lda. Lagoas Park Edificio 7 - Piso 2 2740 - 244 Porto Salvo, Portugal	7/12/96	5/23/91
McDonald’s LLC	115054 Valovaya ulitsa, 26, Moscow, Russia	9/10/96	None
Moscow-McDonald’s (CJSC)	115054 Valovaya ulitsa, 26, Moscow, Russia	1/30/90	3/28/12
McD APMEA Franchising Pte. Ltd.	1 Kim Seng Promenade, #08-01 Great World City East Tower, Singapore 237994	None	2/1/09
McD Asia Pacific, LLC	1 Kim Seng Promenade, #08-01 Great World City East Tower, Singapore 237994	None	1/2/09

EXHIBIT Q – McDONALD’S AFFILIATES (Continued)

ENTITY NAME	BUSINESS ADDRESS	DATE OF FIRST COMPANY OWNED RESTAURANT	DATE OF FIRST FRANCHISE
McDonald’s Restaurants Pte. Ltd.	No. 11 King Albert Park, McDonald’s Place, Singapore 598292	10/20/79	None
McDonald’s Slovakia Spol. s.r.o.	Kralovske udolie 1, 811 02 Bratislava, Slovak Republic	10/13/95	10/25/96
McDonald’s Slovenija gostinske storitve d.o.o.	Premrlova ulica 12, Ljubljana, Slovenija	12/4/93	11/1/95
Restaurantes McDonald’s, S.A.	C/Somera 5, Edificio Margarita, Urb. La Florida, Madrid 28023, Spain	3/9/81	6/5/85
McDonald’s Sistemas de España, Inc. (Spanish Branch)	C/Somera 5, Edificio Margarita, Urb. La Florida, Madrid 28023, Spain	3/1/90	7/1/88
Svenska McDonald’s AB	Lindvretsvagen 9, S-127 85, Skarholmen, Sweden	11/5/73	3/1/76
McDonald’s Suisse Restaurants Sàrl	Centre McDonald’s, Rue. de Morges 23, Case Postale, 1023 Crissier/Lausanne, Switzerland	10/20/76	7/2/79
McDonald’s Suisse Franchise Sàrl	Rue de Morges 23, 1023 Crissier, Lausanne, Switzerland	10/13/99	12/3/99
McDonald’s Restaurants (Taiwan) Co., Ltd.	3rd Floor, No. 1 Lin Shen South Road, Taipei City, Taiwan	1/28/84	6/16/99
McDonald’s Ukraine Ltd.	7 Gryshka Street, Kiev, Ukraine 02140	5/24/97	None
McDonald’s Restaurants Limited	11-59 High Road, East Finchley, London N2 8AW United Kingdom	10/1/74	12/7/87
McDonald’s Latin America, LLC	One McDonald’s Plaza, Oak Brook, Illinois 60523 USA	None	9/16/91

EXHIBIT R

LIST OF FRANCHISED RESTAURANTS AS OF DECEMBER 31, 2012

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ANTHONY PAUL GONZALEZ, JR.	5721 VETERANS MEMORIAL PKWY, ADAMSVILLE, AL 35005	205-674-7288
MAX COOPER	1493 1ST AVE N, ALABASTER, AL 35007	205-664-3761
KENNETH M MANNING, SR.	205 S COLONIAL DR, ALABASTER, AL 35007-4691	205-621-2805
CHARLOTTE H DUTTON	7375 HWY 431, ALBERTVILLE, AL 35950	256-878-6755
KENNETH M MANNING, SR.	4094 HWY 280, ALEXANDER CITY, AL 35010	256-329-1283
ASHLEY KAPLE	87134 US 278 & ALY 75, ALTOONA, AL 35952	205-466-5211
GERARD F MURPHY JR.	315 U.S. HWY 84 BY-PASS WEST, ANDALUSIA, AL 36421	334-222-7875
MAX COOPER	1901 QUINTARD AVE, ANNISTON, AL 36201	256-236-5224
MAX COOPER	5550 MCCLELLAN BLVD, ANNISTON, AL 36206	256-820-0038
MAX COOPER	3424 GREEN BRIER DEAR DR, ANNISTON, AL 36207	256-832-4543
ASHLEY KAPLE	700 N BRANDLEE PKY, ARAB, AL 35016	256-586-8792
FORREST PRINCE	26862 MAIN ST, ARDMORE, AL 35739	256-423-3663
MERRY NEISLER	83690 HWY 9, ASHLAND, AL 36251	256-354-2339
RICHARD C WALTER	1529 HWY 72 E, ATHENS, AL 35611	256-232-1927
RICHARD C WALTER	103 HWY 31 N, ATHENS, AL 35611	256-233-1275
EBRAHIM MAGHSOUD	1414 S MAIN ST, ATMORE, AL 36502	251-368-2267
EBRAHIM MAGHSOUD	5995 HWY 21, ATMORE, AL 36502	251-368-9753
MAX COOPER	610 CLEVELAND AVE, ATTALLA, AL 35954	256-538-1107
PAUL T MARSHALL	2372 COLLEGE STREET, AUBURN, AL 36830	334-502-8900
PAUL T MARSHALL	1634 OPELIKA HWY, AUBURN, AL 36830	334-821-5303
PAUL T MARSHALL	224 W MAGNOLIA ST, AUBURN, AL 36830	334-821-7185
EBRAHIM MAGHSOUD	98 MC MEANS AVE, BAY MINETTE, AL 36507	251-937-2611
KENNETH M MANNING, SR.	765 ACADEMY DR, BESSEMER, AL 35022-5276	205-425-4727
KENNETH M MANNING, SR.	1195 GREENMOR DR, BESSEMER, AL 35022-6445	205-425-6200
ALAIN B NKLOUDOU	911 9TH AVE N, BESSEMER, AL 35020	205-428-9768
JASON A BLACK	2640 VALLEY DALE RD, BIRMINGHAM, AL 35244	205-408-7448
MAX COOPER	1700 FINLEY BLVD, BIRMINGHAM, AL 35204	205-254-3646
MAX COOPER	3013 12TH AVENUE NORTH, BIRMINGHAM, AL 35234	205-324-5005
MAX COOPER	2733 8TH AVE, BIRMINGHAM, AL 35233	205-324-5892
MAX COOPER	3220 26TH ST N, BIRMINGHAM, AL 35207	205-324-8945
MAX COOPER	5904 1ST AVE N, BIRMINGHAM, AL 35212	205-592-2671
MAX COOPER	2201 BESSEMER HWY, BIRMINGHAM, AL 35208	205-780-5841
MAX COOPER	732 LOMB AVE, BIRMINGHAM, AL 35211	205-787-6245
MAX COOPER	1309 FORESTDALE BLVD, BIRMINGHAM, AL 35214	205-798-2896
MAX COOPER	218 GADSDEN HWY, BIRMINGHAM, AL 35235	205-833-5149
MAX COOPER	1907 CENTER POINT RD, BIRMINGHAM, AL 35215	205-854-4362
MAX COOPER	1501 5TH AVENUE S, BIRMINGHAM, AL 35203	205-933-1650
MAX COOPER	1569 MONTCLAIR RD, BIRMINGHAM, AL 35210	205-956-9666
MAX COOPER	HWY 280 (W*M #2111), BIRMINGHAM, AL 35242	205-980-4948
MAX COOPER	4625 HWY 280 S, BIRMINGHAM, AL 35242	205-991-3086
BARRY DEGONZAGUE	9248 PARKWAY EAST (W*M #762), BIRMINGHAM, AL 35206	205-833-9665
LARRY D THORNTON	801 DENNISON AVE, BIRMINGHAM, AL 35211	205-323-5387
RONNIE H DUTTON	861 HWY 431 S, BOAZ, AL 35957	256-593-1015
MICHAEL DORSO	464 SOUTH BLVD, BREWTON, AL 36426	251-867-4540
ALAIN B NKLOUDOU	3633 JAYBIRD RD, BRIGHTON, AL 35020	205-428-3837
KENNETH M MANNING, SR.	706 SUPERCENTER DR, CALERA, AL 35040	205-668-7588
YVETTE LAFORGIA	20890 HIGHWAY 43, CALVERT, AL 36560	251-829-9480
ASHLEY KAPLE	650 CEDAR BLUFF RD, CENTRE, AL 35960	256-927-4200
KENNETH M MANNING, SR.	385 WALNUT ST, CENTREVILLE, AL 35042	205-926-6186
MAX COOPER	16758 USHY 280, CHELSEA, AL 35043	205-678-0505
KENNETH M MANNING, SR.	33785 US HWY 280, CHILDERSBURG, AL 35044-3017	256-378-5977
GREGG DESCHER	19355 3RD STREET, CITRONELLE, AL 36522	251-866-0620
AUSTIN A ROGERS, III	2250 7TH ST S, CLANTON, AL 35045	205-755-8411
KENNETH M MANNING, SR.	301 W COLLEGE ST, COLUMBIANA, AL 35051-9401	205-669-7710
BRADEN W SCHMITT	6501 INTERSTATE LN, COTTONDALE, AL 35453	205-507-0700
RICHARD C WALTER	1425 2ND AVE SW, CULLMAN, AL 35055	256-734-4073
RICHARD C WALTER	6065 AL HWY 157, CULLMAN, AL 35057	256-734-4258
KENNETH M MANNING, SR.	17956 HWY 280, DADEVILLE, AL 36853	256-825-8744
GERARD F MURPHY JR.	575 N DALEVILLE AVE, DALEVILLE, AL 36322	334-598-6072
EBRAHIM MAGHSOUD	29138 HWY 98, DAPHNE, AL 36526	251-621-3596
EBRAHIM MAGHSOUD	29919 WOODROW LANE, DAPHNE, AL 36526	251-626-9909
LAVINIA JACKSON	2225 DANVILLE RD SW, DECATUR, AL 35601	256-350-7083
LAVINIA JACKSON	1208 6TH AVE SE, DECATUR, AL 35601	256-353-8911
LAVINIA JACKSON	3010 ALABAMA HWY 20 NW, DECATUR, AL 35601	256-355-7651
RICHARD C WALTER	3342 POINT MALLARD PKY, DECATUR, AL 35601	256-584-6886
ROBERT D ORWIG	1111 WALNUT ST, DEMOPOLIS, AL 36732	334-289-3069
RICHARD C WALTER	231 AL HWY 69 S, DODGE CITY, AL 35077	256-287-9543
ANTHONY PAUL GONZALEZ, JR.	2445 HWY 78, DORA, AL 35062	205-648-3673
JAMES K AUSTIN	1081 ROSS CLARK CIR, DOTHAN, AL 36301	334-677-0779
JAMES K AUSTIN	2251 REEVES ST, DOTHAN, AL 36303	334-702-8338
JAMES K AUSTIN	619 W MAIN ST, DOTHAN, AL 36303	334-793-1625
JAMES K AUSTIN	2101 ROSS CLARK CIR, DOTHAN, AL 36301	334-794-0221

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KENNETH LARRY MCGILL	3520 ROSS CLARK CIR, DOTHAN, AL 36303	334-792-0313
GERARD F MURPHY JR.	HWY 84 & JOHN D. ODOM RD., DOTHAN, AL 36303	334-671-2369
MAX COOPER	3520 AVE E, ENSLEY, AL 35218	205-780-4146
GERARD F MURPHY JR.	652 BOLL WEEVIL NO, ENTERPRISE, AL 36330	334-347-3417
JANEY H STEPHENS	1250 S EUFAULA ST, EUFAULA, AL 36027	334-687-6686
MICHAEL DORSO	ROUTE 2 BOX 294, EVERGREEN, AL 36401-9539	251-578-3797
EBRAHIM MAGHSOUD	10040 COUNTRY ROAD 48, FAIRHOPE, AL 36533	251-990-7882
EBRAHIM MAGHSOUD	111 N GREENO RD, FAIRHOPE, AL 36532	251-990-8833
RICHARD C WALTER	64 E. PIKE ROAD, FALKVILLE, AL 35622	256-784-9661
RICHARD P HANNA	1421 N TEMPLE AVE, FAYETTE, AL 35555	205-932-8882
MICHAEL DORSO	80 HWY 113, FLOMATON, AL 36441	513-582-7835
DAVID FIELDS	3183 CLOVERDALE RD, FLORENCE, AL 35630	256-740-6797
DAVID FIELDS	306 COX CREEK PKY, FLORENCE, AL 35630	256-764-2800
DAVID FIELDS	1505 FLORENCE BLVD, FLORENCE, AL 35630	256-766-4341
DAVID FIELDS	1155 N WOOD AVE, FLORENCE, AL 35630	256-766-9550
DONNA D CONNOR	2200 S MCKENZIE ST (W*M #904), FOLEY, AL 36535	251-943-1717
DONNA D CONNOR	1010 S MCKENZIE ST, FOLEY, AL 36535-1922	251-943-6960
DAVID L BLEDSOE	205 GLENN BLVD SW, FORT PAYNE, AL 35967	256-845-0127
BARRY DEGONZAGUE	239 HOWELL STREET, FULTONDALE, AL 35068	205-841-0002
MAX COOPER	952 RAINBOW DR, GADSDEN, AL 35901	256-547-0284
MAX COOPER	200 N 12TH ST, GADSDEN, AL 35901	256-547-0393
WILLIAM R HAMILTON JR	101 ENTERPRISE DRIVE, GADSDEN, AL 35904	256-538-7580
MAX COOPER	1017 DECATUR HWY, GARDENDALE, AL 35071	205-631-5459
BARRY DEGONZAGUE	890 ODUM RD (W*M #1201), GARDENDALE, AL 35071-4617	205-608-1877
JEFFREY D STEPHENS	1205 W MAPLE AVE, GENEVA, AL 36340	334-684-6409
MAX COOPER	616 W CHASTAIN BOULEVARD, GLENCOE, AL 35904	256-492-7682
KRISELYN B SWALLEY	9200 GRAND BAY WILMER ROAD, GRAND BAY, AL 36541	251-865-2088
KENNETH S BAIRD	1401 STATE ST, GREENSBORO, AL 36744	334-624-5600
RONALD K HAY	112 GREENVILLE BYP, GREENVILLE, AL 36037	334-382-2007
DONNA D CONNOR	2000 GULFSHORES PKY, GULF SHORES, AL 36542	251-967-3700
CHARLOTTE H DUTTON	1745 GUNTER AVE, GUNTERSVILLE, AL 35976	256-582-2805
PHILLIP C BIRD	2006 11TH AVE, HALEYVILLE, AL 35565	205-486-5859
PHILLIP C BIRD	HWY 78 MILITARY ST S, HAMILTON, AL 35570	205-921-4323
BARRY DEGONZAGUE	740 MAIN ST, HANCEVILLE, AL 35077	256-352-2120
RICHARD C WALTER	201 HWY 31 S, HARTSELLE, AL 35640	256-773-7760
LAVINIA JACKSON	5904 HIGHWAY 53, HARVEST, AL 35749	256-851-5671
DAVID NEISLER	1816 ALMON STREET, HEFLIN, AL 36264	256-463-8888
KENNETH M MANNING, SR.	7210 WYNDHAM PKWY, HELENA, AL 35080-3457	205-620-6679
MAX COOPER	2001 MONTGOMERY HWY, HOMEWOOD, AL 35209	205-930-9777
MAX COOPER	818 GREEN SPRINGS RD, HOMEWOOD, AL 35209	205-942-5681
LARRY THORNTON, JR.	124 STATE FARM PKY, HOMEWOOD, AL 35242	205-917-3700
MAX COOPER	1547 MONTGOMERY HWY, HOOVER, AL 35216	205-979-2386
MAX COOPER	1731 MONTGOMERY HWY, HOOVER, AL 35244	205-987-8263
MICHAEL D HILL	2000 RIVERCHASE GALLERIA SPC #F, HOOVER, AL 35244	205-444-1405
MICHAEL D HILL	2780 JOHN HAWKINS PKY (W*M #1229), HOOVER, AL 35244	205-982-1700
GERARD F MURPHY JR.	I-65 & HWY. 31, HOPE HULL, AL 36105	334-280-4790
MAX COOPER	3069 ALLISON BONNETT MEMORIAL DR, HUEYTOWN, AL 35023	205-491-5951
LARRY D THORNTON	1007 RED FARMER ROAD-W*M #4497, HUEYTOWN, AL 35023	205-744-9002
JACK N JOHNSON	4002 UNIVERSITY DR, HUNTSVILLE, AL 35816	256-837-3970
JACK N JOHNSON	2600 N MEMORIAL PKY, HUNTSVILLE, AL 35810	256-852-5730
JACK N JOHNSON	4810 WHITEBURG DR, HUNTSVILLE, AL 35802	256-880-3763
JACK N JOHNSON	10031 S MEMORIAL PKY, HUNTSVILLE, AL 35803	256-883-9050
STEVEN A JOHNSON	2234 WINCHESTER ROAD, HUNTSVILLE, AL 35811	256-382-2342
STEVEN A JOHNSON	310 GOVERNORS DR SE, HUNTSVILLE, AL 35801	256-534-1031
STEVEN A JOHNSON	2704 MEMORIAL PKY SW, HUNTSVILLE, AL 35801	256-535-6064
STEVEN A JOHNSON	1795 USHY 72 E, HUNTSVILLE, AL 35811	256-859-1630
STEVEN A JOHNSON	4965 N MEMORIAL PKWY, HUNTSVILLE, AL 35810-2439	256-859-9001
STEVEN A JOHNSON	6100 UNIVERSITY DR NW, HUNTSVILLE, AL 35816	256-895-0143
MAX COOPER	734 GRANTS MILL RD, IRONDALE, AL 35210	205-956-3312
JAMES E BARNES	8660 HWY. 188, IRVINGTON, AL 36544	251-824-1810
ROBERT D ORWIG	2455 COLLEGE AVE, JACKSON, AL 36545-2458	251-246-5044
MERRY NEISLER	312 PELHAM RD N, JACKSONVILLE, AL 36265	256-435-1354
BARRY DEGONZAGUE	CARL CANNON BLVD & WHITEHOUSE RD, JASPER, AL 35501	205-221-4120
BARRY DEGONZAGUE	600 HWY 78 E, JASPER, AL 35501	205-221-9777
KENNETH M MANNING, SR.	24712 US HWY 31, JEMISON, AL 35085-4428	205-688-1141
DAVID FIELDS	1001 HWY 72, KILLEN, AL 35645	256-757-4040
MICHAEL D HILL	22183 HIGHWAY 216, LAKE VIEW (WOODSTOCK), AL 35111	205-477-5007
MAX COOPER	1724 ASHEVILLE RD, LEEDS, AL 35094	205-699-7080
WILLIAM R HAMILTON JR	75280 ALABAMA HWY 77, LINCOLN, AL 35096	205-763-0930
STEVE A MURRAY	704 HWY 28 WEST, LIVINGSTON, AL 35470	205-652-1270
EBRAHIM MAGHSOUD	12593 N HICKORY ST, LOXLEY, AL 36551-3131	251-964-4155
GERARD F MURPHY JR.	US HWY 331, LUVERNE, AL 36049	334-335-5235
JACK N JOHNSON	8005 HWY 72 W, MADISON, AL 35758	256-722-9584
JACK N JOHNSON	8841 MADISON BLVD, MADISON, AL 35758	256-772-0099
MICHAEL D HILL	4746 EASTERN VALLEY RD, MCCALLA, AL 35111	205-477-1003
MAX COOPER	11 PHILLIPS DR, MIDFIELD, AL 35228	205-923-9802
AUSTIN A ROGERS II	3755 HWY 14, MILLBROOK, AL 36054	334-285-4554

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
AUSTIN A ROGERS II	HWY. 143 & DEATSVILLE RD., MILLBROOK, AL 36066	334-285-6112
JAMES E BARNES	367 AZALEA RD, MOBILE, AL 36609	251-344-5076
JAMES E BARNES	658 GOVERNMENT BLVD, MOBILE, AL 36602	251-433-8573
JAMES E BARNES	3424 BEL AIR MALL, MOBILE, AL 36606	251-471-4636
JAMES E BARNES	1400 HILCREST RD, MOBILE, AL 36695	251-607-0014
JAMES E BARNES	281 SCHILLINGER RD, MOBILE, AL 36608	251-633-7766
JAMES E BARNES	2415 SCHILLINGER RD SOUTH, MOBILE, AL 36695	251-634-1378
JAMES E BARNES	5019 COTTAGE HILL RD, MOBILE, AL 36693	251-661-5998
JAMES E BARNES	5424 HWY 90 W, MOBILE, AL 36619	251-666-0261
WILLIAM E BARNES IV	9900 AIRPORT BLVD., MOBILE, AL 36608	251-634-0833
PANTALEO LAFORGIA	5003 MOFFETT RD, MOBILE, AL 36618	251-342-1560
YVETTE LAFORGIA	7749 MOFFETT RD, MOBILE, AL 36618	251-649-2215
EBRAHIM MAGHSOUD	5601 OLD SHELL RD, MOBILE, AL 36608-3040	251-342-8172
EBRAHIM MAGHSOUD	#2 SPRINGDALE BLVD, MOBILE, AL 36606	251-471-1508
EBRAHIM MAGHSOUD	2692 GOVERNMENT ST, MOBILE, AL 36606	251-471-5014
EBRAHIM MAGHSOUD	101 S BELTLINE HWY, MOBILE, AL 36606	251-471-9003
EBRAHIM MAGHSOUD	3116 DAUPHIN ISLAND PKY, MOBILE, AL 36605	251-478-5390
EBRAHIM MAGHSOUD	2418 DAWES RD, MOBILE, AL 36695	251-633-6147
TIMOTHY R SELLS	3119 MOFFET RD, MOBILE, AL 36607-1703	251-473-3160
LANCE C WILLIAMS	2291 ST STEPHENS RD, MOBILE, AL 36617	251-452-1207
ROBERT D ORWIG	1511 S ALABAMA AVE, MONROEVILLE, AL 36460	251-575-2929
KENNETH M MANNING, SR.	907 MAIN ST, MONTEVALLO, AL 35115-3847	205-665-1335
JUNETH NICOLE DANIEL	HWY 80 & I-85, MONTGOMERY, AL 36117	334-239-7883
RONALD K HAY	2601 CONGRESSMAN DICKINSON DR, MONTGOMERY, AL 36105	334-260-7975
RONALD K HAY	2681 ZELDA ROAD, MONTGOMERY, AL 36107-3143	334-263-9596
RONALD K HAY	700 W FAIRVIEW AVE, MONTGOMERY, AL 36105	334-264-8814
RONALD K HAY	2212 MADISON AVE, MONTGOMERY, AL 36107	334-265-3615
RONALD K HAY	2750 TAYLOR RD, MONTGOMERY, AL 36117	334-270-9878
RONALD K HAY	1590 EASTERN BLVD, MONTGOMERY, AL 36106	334-272-8908
RONALD K HAY	5765 ATLANTA HWY, MONTGOMERY, AL 36117	334-277-0151
RONALD K HAY	935 W SOUTHERN BLVD, MONTGOMERY, AL 36105	334-281-0635
AUSTIN A ROGERS II	3801 EASTERN BLVD (W*M #930), MONTGOMERY, AL 36106	334-280-5727
AUSTIN A ROGERS II	2621 E SOUTH BLVD, MONTGOMERY, AL 36116	334-288-7558
AUSTIN A ROGERS II	3450 DAY ST, MONTGOMERY, AL 36108	334-834-4310
RICHARD C WALTER	11698 HWY 157, MOULTON, AL 35650	256-974-4526
MICHAEL MARTIN	1503 WOODWARD AVE, MUSCLE SHOALS, AL 35661	256-381-2211
RICHARD P HANNA	13516 HWY 43 N, NORTHPORT, AL 35475	205-330-2547
RICHARD P HANNA	2000 82 BY PASS, NORTHPORT, AL 35476	205-339-8887
RICHARD P HANNA	5710 MCFARLAND BLVD (WAL*MART #2306), NORTHPORT, AL 35476	205-339-9881
ASHLEY KAPLE	718 2ND AVE E, ONEONTA, AL 35121	205-274-8700
PAUL T MARSHALL	2900 PEPPERELL PKWY (W*M #355), OPELIKA, AL 36801-6128	334-741-7097
PAUL T MARSHALL	2057 TIGER TOWN PKWY, OPELIKA, AL 36801	334-745-0200
PAUL T MARSHALL	1104 COLUMBUS PKY, OPELIKA, AL 36801	334-749-5648
DONNA D CONNOR	4511 ORANGE BEACH BLVD., ORANGE BEACH, AL 36561	251-974-2663
STEVEN A JOHNSON	6711 S US HWY 431 S, OWENS CROSS RDS, AL 35763	256-539-1013
MAX COOPER	1015 HWY 21 S, OXFORD, AL 36201	256-831-7561
JANEY H STEPHENS	ROUTE 6 BOX 125, OZARK, AL 36360	334-774-4996
MAX COOPER	580 CAHABA VALLEY RD, PELHAM, AL 35124	205-988-0882
ASHLEY KAPLE	600 MARTIN ST N, PELL CITY, AL 35125	205-338-1616
JOHN D PEZOLD	1801 STADIUM DR, PHENIX CITY, AL 36867	334-297-1112
JOHN D PEZOLD	1134 280 BY PASS, PHENIX CITY, AL 36867	334-298-2439
JOHN D PEZOLD	3709 HIGHWAY 280 / 431 N, PHENIX CITY, AL 36867	334-448-9769
JOHN D PEZOLD	3915-A US HIGHWAY 80, PHENIX CITY, AL 36867	334-664-0064
MERRY NEISLER	111 USHY 278 BYP E, PIEDMONT, AL 36272	256-447-6363
ASHLEY KAPLE	6639 HWY 151, PINSON, AL 35126	205-680-4100
AUSTIN A ROGERS II	2573 COBBS FORD RD, PRATTVILLE, AL 36066	334-285-4010
AUSTIN A ROGERS, III	720 S MEMORIAL DR /USHY 31, PRATTVILLE, AL 36067	334-365-0838
LANCE C WILLIAMS	2963 ST STEPHENS RD, PRICHARD, AL 36610-1249	251-452-4836
DAVID L BLEDSOE	32 MAIN ST W, RAINSVILLE, AL 35986	256-638-1177
ROBERT C TOMEY	606 4TH AVE SE, RED BAY, AL 35582	256-356-2911
MERRY NEISLER	111 ROCK MILLS RD., ROANOKE, AL 36274	334-863-4000
DAVID FIELDS	101 HWY 72 E, ROGERSVILLE, AL 35652	256-247-3330
DEBRA A MARTIN	15254 HWY 43, RUSSELLVILLE, AL 35653	256-332-6564
TIMOTHY R SELLS	1024 HWY 43 S, SARALAND, AL 36571-3611	251-675-2304
TIMOTHY R SELLS	1095 INDUSTRIAL PKWY (W*M #1212), SARALAND, AL 36571	251-675-5199
TIMOTHY R SELLS	6103 HWY 43 N, SATSUMA, AL 36572	251-679-6709
RONNIE H DUTTON	22943 JOHN T REID PKY, SCOTTSBORO, AL 35768	256-259-2660
JUNETH NICOLE DANIEL	1501 HWY 14 E (W*M #700), SELMA, AL 36703	334-874-4496
JUNETH NICOLE DANIEL	600 HIGHLAND AVE, SELMA, AL 36701	334-874-9122
JOHN D PEZOLD	2920 20TH AVENUE (US 29), SHAWMUT, AL 36876	334-768-2525
MICHAEL MARTIN	324 S MONTGOMERY AVE, SHEFFIELD, AL 35660	256-381-3330
MICHAEL JOHN MARTIN	4201 JACKSON HWY, SHEFFIELD, AL 35660	256-383-2726
WILLIAM R HAMILTON JR	2070 AL HWY 77, SOUTHSIDE, AL 35907	256-442-2811
MAX COOPER	431 MARIETTA RD, SPRINGVILLE, AL 35146	205-467-2054
ROBERT J GOODWIN	43151 USHY 72, STEVENSON, AL 35772	256-437-3148
KENNETH M MANNING, SR.	701 W FORT WILLIAMS ST, SYLACAUGA, AL 35150-2441	256-249-4611
ASHLEY KAPLE	110 HAYNES ST, TALLADEGA, AL 35160	256-362-2448

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RONALD K HAY	14 GILMER AVE, TALLASSEE, AL 36078	334-283-3991
MAX COOPER	2116 PINSON VALLEY PKY, TARRANT CITY, AL 35217	205-849-5577
WILLIAM E BARNES IV	5827 HWY 90 W, THEODORE, AL 36582	251-653-5225
WILLIAM E BARNES IV	7040 THEODORE DAWES RD, THEODORE, AL 36582	251-653-7099
ROBERT D ORWIG	33311 HIGHWAY 43, THOMASVILLE, AL 36784-1617	334-637-0101
JANEY H STEPHENS	1126 USHY 231 BYP, TROY, AL 36081	334-566-5874
MAX COOPER	1111 CHALKVILLE RD, TRUSSVILLE, AL 35173	205-655-2334
MAX COOPER	1960 EDWARDS LAKE RD, TRUSSVILLE, AL 35173	205-661-9282
KENNETH S BAIRD	6701 HWY 69 S, TUSCALOOSA, AL 35405	205-349-5371
KENNETH S BAIRD	4222 UNIVERSITY BLVD. E, TUSCALOOSA, AL 35404	205-553-8030
KENNETH S BAIRD	4711 MCFARLAND BLVD E, TUSCALOOSA, AL 35401	205-752-1212
KENNETH S BAIRD	521 15TH ST E, TUSCALOOSA, AL 35401	205-759-4561
RICHARD HANNA, JR.	4840 RICE MINE RD NE, TUSCALOOSA, AL 35406	205-345-0045
BRADEN W SCHMITT	2502 12TH ST, TUSCALOOSA, AL 35401	205-752-4813
DEBRA A MARTIN	STATE HWY 43 SOUTH 157/72, TUSCUMBIA, AL 35674	256-314-1411
PAUL T MARSHALL	401 W MARTIN LUTHER KING HWY, TUSKEGEE, AL 36083	334-727-7157
JUNETH NICOLE DANIEL	201 E CONECUH, UNION SPRINGS, AL 36089	334-738-5811
ROBERT C TOMHEY	44345 HWY 17, VERNON, AL 35592	205-695-0752
MAX COOPER	707 MONTGOMERY HWY, VESTAVIA HILLS, AL 35216	205-979-1132
MAX COOPER	2427 ACTON RD, VESTAVIA HILLS, AL 35243	205-979-8001
MICHAEL D HILL	100 CANE CREEK RD, WARRIOR, AL 35180	205-590-1183
AUSTIN A ROGERS II	4538 US HWY 231 (W*M #1101), WETUMPKA, AL 36092	334-514-8494
AUSTIN A ROGERS II	5426 USHY 231, WETUMPKA, AL 36092	334-567-7732
PHILLIP C BIRD	2300 US HWY 43, WINFIELD, AL 35594	205-487-3110
MICHAEL DAVIDSON	5000 W INTERNATIONAL AIRPORT RD, ANCHORAGE, AK 99502	907-243-0085
MICHAEL DAVIDSON	4350 SPENARD RD, ANCHORAGE, AK 99517	907-243-5122
MICHAEL DAVIDSON	3006 MOUNTAIN VIEW DR, ANCHORAGE, AK 99501-3105	907-338-5686
MICHAEL DAVIDSON	1166 NORTH MULDOON ROAD/GLENN HWY, ANCHORAGE, AK 99504	907-333-0006
MICHAEL DAVIDSON	5716 DEBARR RD, ANCHORAGE, AK 99504-2306	907-333-0413
MICHAEL DAVIDSON	255 MULDOON RD, ANCHORAGE, AK 99504	907-337-0810
MICHAEL DAVIDSON	3035 MULDOON RD, ANCHORAGE, AK 99504	907-338-7377
MICHAEL DAVIDSON	8915 OLD SEWARD HWY, ANCHORAGE, AK 99515	907-344-4231
MICHAEL DAVIDSON	8900 OLD SEWARD HWY (W*M #2071), ANCHORAGE, AK 99515	907-344-5831
MICHAEL DAVIDSON	1320 HUFFMAN BLVD, ANCHORAGE, AK 99515-3566	907-345-5932
MICHAEL DAVIDSON	3101 A ST (W*M #2070), ANCHORAGE, AK 99503	907-561-5137
MICHAEL DAVIDSON	800 W NORTHERN LIGHTS, ANCHORAGE, AK 99503-3713	907-561-5525
MICHAEL DAVIDSON	2601 TUDOR RD, ANCHORAGE, AK 99503-1133	907-562-2108
MICHAEL DAVIDSON	701 E 36TH AVE, ANCHORAGE, AK 99503-4141	907-563-0658
SUSAN E WAGNER	3828 DIMOND BLVD, ANCHORAGE, AK 99515-1211	907-248-0597
SUSAN E WAGNER	9100 LAKE OTIS PKY, ANCHORAGE, AK 99507	907-349-0285
MICHAEL DAVIDSON	11808 OLD GLENN HWY, EAGLE RIVER, AK 99577-7797	907-694-4500
AMBROSE KPADUWA	449 HAROLD BENTLEY AVE, FAIRBANKS, AK 99701	907-451-0770
AMBROSE KPADUWA	1930 AIRPORT WAY, FAIRBANKS, AK 99701-4092	907-452-4600
AMBROSE KPADUWA	3905 GEIST RD, FAIRBANKS, AK 99709-3551	907-474-2010
SCOTT M CUNNINGHAM	3656 BEN WALTERS LN, HOMER, AK 99603-7702	907-235-5400
MICHAEL A WHITE	2285 TROUT ST, JUNEAU, AK 99801-8036	907-789-4653
SCOTT M CUNNINGHAM	10447 SPUR HWY, KENAI, AK 99611-7812	907-283-4008
MICHAEL A WHITE	2417 TONGASS AVE SUITE 108, KETCHIKAN, AK 99901	907-225-1704
MICHAEL DAVIDSON	209 THORSHEIM AVE, KODIAK, AK 99615-6036	907-486-3030
AMBROSE KPADUWA	352 N SANTA CLAUS LN, NORTH POLE, AK 99705-6053	907-488-7779
MICHAEL DAVIDSON	600 DARON DR, PALMER, AK 99645-6522	907-746-0335
MICHAEL A WHITE	913 HALIBUT POINT RD, SITKA, AK 99835-7105	907-747-8709
SCOTT M CUNNINGHAM	44420 STERLING HWY, SOLDOTNA, AK 99669	907-262-1074
MICHAEL DAVIDSON	1350 S SEWARD MERIDIAN (WALMART #2074), WASILLA, AK 99654	907-373-2523
MICHAEL DAVIDSON	801 E PARKS HWY, WASILLA, AK 99654-8105	907-376-4433
KENNETH A CLEMENT	10823 S 51ST ST, AHWATUKEE, AZ 85044	480-893-9022
GORDON C SCHRAGE	3623 W ANTHEM WAY, ANTHEM, AZ 85087	623-551-1717
SHANE THOMPSON	2383 W APACHE TRL, APACHE JUNCTION, AZ 85220-3735	480-983-1310
DARIAN L MELLON	13055 W RANCHO SANTE FE (W*M #2554), AVONDALE, AZ 85323	623-935-2823
ABELARDO MARTINEZ, III	12500 I-40 WEST, BELLEMONT, AZ 86015	928-774-1867
W DAVID KONOPNICKI	618 S STHY 90, BENSON, AZ 85602	520-586-7337
DERRICK L MELLON	587 SOUTH WATSON ROAD, BUCKEYE, AZ 85326	623-386-2553
DERRICK L MELLON	1060 S. WATSON *WM, BUCKEYE, AZ 85326	623-474-6247
ABELARDO MARTINEZ, III	2250 HWY 95, BULLHEAD CITY, AZ 86442	928-704-4960
ABELARDO MARTINEZ, III	HWY 95 & AIRPORT WAY, BULLHEAD CITY, AZ 86429	928-754-1699
ABELARDO MARTINEZ, III	2840 HWY 95, BULLHEAD CITY, AZ 86442	928-763-8222
GREGORY L COOK	FINNIE FLAT & I 17 PO BOX 1882, CAMP VERDE, AZ 86322-1882	928-567-4388
ROBERT L SOUZA	2824 N PINAL AVE, CASA GRANDE, AZ 85222	520-374-2561
ROBERT L SOUZA	1249 E FLORENCE BLVD, CASA GRANDE, AZ 85222-4224	520-836-1439
ROBERT L SOUZA	1741 E FLORENCE BLVD (W*M #1218), CASA GRANDE, AZ 85222	520-836-4353
MICHAEL T OSBORNE	15885 N ORACLE RD, CATALINA, AZ 85739	520-818-1311
EARNEST L ADAIR	2951 E. GERMANN RD., CHANDLER, AZ 85286	480-726-1578
EARNEST L ADAIR	2750 E. GERMANN RD (W*M 3360), CHANDLER, AZ 85249	480-782-7548
EARNEST L ADAIR	3185 S ALMA SCHOOL, CHANDLER, AZ 85248	480-857-8711
EARNEST L ADAIR	4930 S ALMA SCHOOL RD, CHANDLER, AZ 85248	480-895-5413
MICHAEL E PEGRAM	1900 W WARNER RD, CHANDLER, AZ 85224-2296	480-899-7578
MICHAEL E PEGRAM	2540 W CHANDLER BLVD, CHANDLER, AZ 85224	480-917-0106

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHELLE SLAYTON	CHANDLER FASHION CENTER, CHANDLER, AZ 85224	480-722-9064
MICHELLE SLAYTON	1090 E PECOS RD, CHANDLER, AZ 85225	480-821-5136
MICHELLE SLAYTON	5900 W CHANDLER BLVD, CHANDLER, AZ 85226	480-961-3050
MICHELLE SLAYTON	990 N ARIZONA, CHANDLER, AZ 85224-5018	480-963-0155
MICHELLE SLAYTON	1175 S. ARIZONA AVE, CHANDLER, AZ 85286	480-963-2649
MICHELLE SLAYTON	6990 W. SUNDUST ROAD, CHANDLER, AZ 85226	520-796-2230
GREGORY L COOK	1948 N HWY 89, CHINO VALLEY, AZ 86323	928-636-5847
ROBERT L SOUZA	900 N ARIZONA BLVD, COOLIDGE, AZ 85228-3728	520-723-4063
GREGORY L COOK	NWC 260 & MESA DR, COTTONWOOD, AZ 86326	928-634-1422
GREGORY L COOK	1129 HWY 260, COTTONWOOD, AZ 86326	928-634-9622
PATRICK D RICHARDS	5TH AND CHINO (W*M), DOUGLAS, AZ 85607	520-364-6325
PATRICK D RICHARDS	104 5TH ST, DOUGLAS, AZ 85607	520-364-8388
DERRICK L MELLON	DYSART & THUNDERBIRD, EL MIRAGE, AZ 85335	623-523-0203
ROBERT L SOUZA	3035 N TOLTEC RD, ELOY, AZ 85231	520-466-7135
GREGORY L COOK	4930 N HWY 89, FLAGSTAFF, AZ 86001	928-526-2235
GREGORY L COOK	1401 S MILTON RD, FLAGSTAFF, AZ 86001-6308	928-774-9030
GREGORY L COOK	1940 E BUTLER, FLAGSTAFF, AZ 86004	928-779-9509
ROBERT L SOUZA	3423 N. HUNT HWY, FLORENCE, AZ 85232	520-723-1693
ROBERT L SOUZA	801 N HIGHWAY 79 #4, FLORENCE, AZ 85232	520-868-8040
ABELARDO MARTINEZ, III	4754 S HWY 95, FORT MOHAVE, AZ 86440	928-704-1717
JERRY WERNAU	16936 E. SHEA, FOUNTAIN HILLS, AZ 85268	480-837-0033
ROBERT L SOUZA	800 PIMA ST, GILA BEND, AZ 85337-0756	928-683-2366
EARNEST L ADAIR	1945 E BASELINE RD, GILBERT, AZ 85234-2268	480-497-8727
EARNEST L ADAIR	3021 S. VAL VISTA, GILBERT, AZ 85296	480-722-9376
MICHELLE ADAIR	821 N VAL VISTA DR, GILBERT, AZ 85234	480-503-0556
MICHELLE ADAIR	774 S VAL VISTA DR, GILBERT, AZ 85296	480-633-2424
GEOFFREY COULSTON	1536 N HIGLEY RD, GILBERT, AZ 85234	480-830-9669
MICHAEL E PEGRAM	825 W WARNER RD, GILBERT, AZ 85233	480-926-5449
CATHERINE SANCHEZ	N OF THE NW CORNER OF HIGLEY & CHANDLER, GILBERT, AZ 85298	480-988-5981
CATHERINE SANCHEZ	4740 E QUEEN CREEK RD, GILBERT, AZ 85236	480-988-9466
MICHELLE SLAYTON	47 N MCQUEEN, GILBERT, AZ 85233	480-497-4558
LEE A HERIAUD	4401 W GLENDALE AVE, GLENDALE, AZ 85301-2804	623-934-1123
STEVE K LANINI	16874 N 59TH AVE, GLENDALE, AZ 85306-1118	602-938-7397
STEVE K LANINI	5845 W. BELL ROAD, GLENDALE, AZ 85306	602-993-1027
STEVE K LANINI	5010 N 95TH AVE(W*M #3465), GLENDALE, AZ 85303	623-772-0486
STEVE K LANINI	6762 W CAMELBACK RD, GLENDALE, AZ 85303	623-846-8075
STEVE K LANINI	6002 N 59TH AVE, GLENDALE, AZ 85301	623-847-1394
STEVE K LANINI	8325 W GLENDALE, GLENDALE, AZ 85305	623-877-1776
STEVE K LANINI	5842 W. OLIVE, GLENDALE, AZ 85302	623-939-2114
DARIAN L MELLON	7011 N. LITCHFIELD ROAD, GLENDALE, AZ 85307	623-935-1345
BRANDON O'ROURKE	UNION HILLS & LOOP 101 (WALMART #3241), GLENDALE, AZ 85308	623-572-4226
WAYNE E STINGLEY	20227 N 67TH AVE, GLENDALE, AZ 85308	623-572-7253
W DAVID KONOPNICKI	1608 E ASH, GLOBE, AZ 85501-1430	928-425-6040
SHANE THOMPSON	7138 E MOUNTAINBROOK, GOLD CANYON RANCH, AZ 85219	480-982-6273
DARIAN L MELLON	13870 W MCDOWELL RD, GOODYEAR, AZ 85338	623-535-5628
DARIAN L MELLON	632 NORTH ESTRELLA PARKWAY, GOODYEAR, AZ 85338	623-925-8540
DARIAN L MELLON	1100 N ESTRELLA PKWY(WM), GOODYEAR, AZ 85339	623-932-0131
DARIAN L MELLON	870 N DYSART, GOODYEAR, AZ 85338-1111	623-932-2707
PAUL DIAS	170 W CONTINENTAL RD, GREEN VALLEY, AZ 85614-1957	520-625-5305
ABELARDO MARTINEZ JR.	1617 E NAVAJO BLVD, HOLBROOK, AZ 86047	928-524-3938
ABELARDO MARTINEZ JR.	NWC HWY 160 & 166, KAYENTA, AZ 86033	928-697-8169
ABELARDO MARTINEZ, III	STOCKTON HILL & AIRWAY, KINGMAN, AZ 86401	928-757-0035
ABELARDO MARTINEZ, III	3264 E ANDY DEVINE, KINGMAN, AZ 86401-3702	928-757-2626
ABELARDO MARTINEZ, III	3431 STOCKTON HILL ROAD, KINGMAN, AZ 86409	928-757-5600
ABELARDO MARTINEZ, III	6501 SHOWPLACE AVENUE, LAKE HAVASU CITY, AZ 86403	928-764-1601
ABELARDO MARTINEZ, III	100 SWANSON AVE, LAKE HAVASU CITY, AZ 86403	928-855-1039
ABELARDO MARTINEZ JR.	#6 W WHITE MOUNTAIN RD, LAKESIDE, AZ 85929	928-367-6126
DARIAN L MELLON	13018 W INDIAN SCHOOL RD, LITCHFIELD PARK, AZ 85340	623-935-7710
CHARLES R GRAY	8280 N CORTARO RD (W*M #5031), MARANA, AZ 85743	520-579-4308
CHARLES R GRAY	3640 W. TANGERINE ROAD, MARANA, AZ 85742	520-744-4788
MICHELLE SLAYTON	20700 N JOHN WAYNE PKWY, MARICOPA, AZ 85239	520-568-2854
MICHELLE SLAYTON	41650 W. MARICOPA/CASA GRANDE HWY, MARICOPA, AZ 85239	520-568-6688
GREGORY L COOK	19601 E CORDES LAKE ROAD, MAYER, AZ 86333	928-632-7527
RICHARD W COULSTON	1460 W. SOUTHERN AVE, MESA, AZ 85202	480-464-7647
RICHARD W COULSTON	411 N VAL VISTA, MESA, AZ 85205	480-641-6044
RICHARD W COULSTON	2130 W SOUTHERN AVE., MESA, AZ 85202	480-833-5761
MICHELLE SLAYTON	1955 S STAPLEY (W*M #2768), MESA, AZ 85204	480-633-2606
MICHELLE SLAYTON	909 NORTH DOBSON ROAD, MESA, AZ 85201	480-668-5747
MICHELLE SLAYTON	857 N. DOBSON (WM 2482), MESA, AZ 85201	480-733-4010
BRADLEY E TEUFEL	6748 E MCKELLIPS, MESA, AZ 85215	480-324-1150
BRADLEY E TEUFEL	1158 N HIGLEY, MESA, AZ 85205-5300	480-396-2161
BRADLEY E TEUFEL	4505 E MCKELLIPS (W*M #2767), MESA, AZ 85215	480-641-9032
BRADLEY E TEUFEL	1212 W MAIN, MESA, AZ 85202	480-834-9585
BRADLEY E TEUFEL	1250 S COUNTRY CLUB, MESA, AZ 85210	480-835-6054
BRADLEY E TEUFEL	2001 N COUNTRY CLUB, MESA, AZ 85201-1204	480-835-7054
BRADLEY E TEUFEL	358 E UNIVERSITY DR, MESA, AZ 85201	480-835-9012
SHANE THOMPSON	1213 S GREENFIELD RD, MESA, AZ 85206	480-218-6267

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SHANE THOMPSON	2035 S ELLSWORTH, MESA, AZ 85212	480-357-7685
SHANE THOMPSON	1350 S POWER RD, MESA, AZ 85206	480-807-2595
SHANE THOMPSON	1960 E MAIN, MESA, AZ 85203	480-833-0991
SHANE THOMPSON	6131 E SOUTHERN AVE (WALMART #1646), MESA, AZ 85206	480-854-1136
SHANE THOMPSON	1710 S. GREENFIELD (WM), MESA, AZ 85206	480-892-3916
SHANE THOMPSON	2665 S ALMA SCHOOL RD, MESA, AZ 85210-4018	480-897-0394
SHANE THOMPSON	1606 S. SIGNAL BUTTE ROAD, MESA, AZ 85207	480-984-4324
SHANE THOMPSON	9145 E APACHE TRL, MESA, AZ 85207	480-984-8064
SHANE THOMPSON	5255 S POWER ROAD, MESA, AZ 85212	480-988-1646
LEANN RICHARDS	252 W CRAWFORD ST, NOGALES, AZ 85621-3208	520-287-9248
LEANN RICHARDS	MARIPOSA RD & GRAND AVE (WALMART #1324), NOGALES, AZ 85621	520-377-0170
LEANN RICHARDS	470 W MARIPOSA RD, NOGALES, AZ 85621	520-761-3797
MICHAEL T OSBORNE	2150 E. TANGERINE RD., ORO VALLEY, AZ 85737	520-797-1005
MICHAEL R YONTZ	10795 N. ORACLE RD., ORO VALLEY, AZ 85737	520-531-8100
ABELARDO MARTINEZ JR.	1004 W. HAUL RD, PAGE, AZ 86040	928-645-2271
ABELARDO MARTINEZ, III	RIVERSIDE DRIVE, PARKER, AZ 85344	928-669-8872
ABELARDO MARTINEZ JR.	107 E HWY 260, PAYSON, AZ 85541-4926	928-474-3698
STEVE K LANINI	7515 W BELL RD, PEORIA, AZ 85382	623-486-0613
STEVE K LANINI	PEORIA & GRAND (W*M #1533), PEORIA, AZ 85345	623-487-7975
BRANDON O'ROURKE	8325 W DEER VALLEY RD, PEORIA, AZ 85382	623-376-8934
BRANDON O'ROURKE	24710 N LAKE PLEASANT PARKWAY, PEORIA, AZ 85383	623-537-0785
BRANDON O'ROURKE	9119 AND 9127 W UNION HILLS, PEORIA, AZ 85382	623-875-3045
EARNEST L ADAIR	3212 E GREENWAY, PHOENIX, AZ 85032	602-493-9513
EARNEST L ADAIR	2447 E BELL RD, PHOENIX, AZ 85032-2411	602-867-1489
KENNETH A CLEMENT	4750 E WARNER RD, PHOENIX, AZ 85044	480-496-9037
KENNETH A CLEMENT	29555 N. CAVE CREEK ROAD, PHOENIX, AZ 85331	480-515-1583
KENNETH A CLEMENT	3207 W INDIAN SCHOOL, PHOENIX, AZ 85017-3902	602-234-1458
KENNETH A CLEMENT	223 N 7TH AVE, PHOENIX, AZ 85003	602-254-9374
KENNETH A CLEMENT	2427 W THOMAS RD, PHOENIX, AZ 85015-5941	602-258-4421
DANIEL B HAZEN	8849 N 7TH ST, PHOENIX, AZ 85020-2910	602-997-6518
LEE A HERIAUD	5120 W BASELINE RD, PHOENIX, AZ 85339	602-237-0950
LEE A HERIAUD	1607 W BETHANY HOME RD (W*M #2113), PHOENIX, AZ 85015	602-249-1283
LEE A HERIAUD	2305 W BETHANY HOME RD, PHOENIX, AZ 85015-1825	602-249-1456
LEE A HERIAUD	6145 N 35TH AVE (WAL*MART 5330), PHOENIX, AZ 85017	602-249-2704
LEE A HERIAUD	2667 W CAMELBACK, PHOENIX, AZ 85017-3211	602-249-4745
LEE A HERIAUD	545 E MCDOWELL, PHOENIX, AZ 85007	602-262-2388
LEE A HERIAUD	750 W CAMELBACK RD, PHOENIX, AZ 85013-2207	602-265-6722
LEE A HERIAUD	220 N 35TH AVE, PHOENIX, AZ 85009-4726	602-272-5723
LEE A HERIAUD	3701 N CENTRAL AVE, PHOENIX, AZ 85012-1905	602-274-4251
LEE A HERIAUD	1532 N 51ST AVE, PHOENIX, AZ 85043-1777	602-484-0240
LEE A HERIAUD	1601 E GLENDALE, PHOENIX, AZ 85036	602-604-8159
LEE A HERIAUD	3214 E INDIAN SCHOOL RD, PHOENIX, AZ 85018	602-808-9590
LEE A HERIAUD	3323 N 24TH ST, PHOENIX, AZ 85016-7317	602-956-7710
LEE A HERIAUD	1905 W NORTHERN AVE, PHOENIX, AZ 85021-5155	602-995-2650
LEE A HERIAUD	2911 SOUTH 99TH AVENUE, PHOENIX, AZ 85353	623-907-3022
JULIAN C NABOZNY	125 N 24TH ST, PHOENIX, AZ 85034-1332	602-231-0924
JULIAN C NABOZNY	3130 E BROADWAY, PHOENIX, AZ 85040	602-232-2828
JULIAN C NABOZNY	6005 S CENTRAL AVE, PHOENIX, AZ 85040	602-276-6518
JULIAN C NABOZNY	24TH ST & BASELINE, PHOENIX, AZ 85040	602-276-8979
JULIAN C NABOZNY	10230 N 32ND ST, PHOENIX, AZ 85028-3823	602-404-9785
MICHAEL E PEGRAM	3721 E THOMAS RD (WALMART #2515), PHOENIX, AZ 85018	602-225-9009
MICHAEL E PEGRAM	1850 S 7TH ST, PHOENIX, AZ 85034-5120	602-252-4532
MICHAEL E PEGRAM	4430 E THOMAS, PHOENIX, AZ 85018-7608	602-840-6281
GORDON C SCHRAGE	3140 W CAREFREE HIGHWAY, PHOENIX, AZ 85086	623-434-8377
GORDON C SCHRAGE	3848 W PINNACLE PEAK RD, PHOENIX, AZ 85310	623-580-9618
MICHELLE SLAYTON	1255 E CHANDLER, PHOENIX, AZ 85048	480-460-4334
MICHELLE SLAYTON	4019 E CHANDLER, PHOENIX, AZ 85044-8834	480-759-4085
WAYNE E STINGLEY	3400 E SKY HARBOR BLVD, PHOENIX, AZ 85034	602-273-2642
WAYNE E STINGLEY	5060 W CACTUS RD, PHOENIX, AZ 85306	602-547-9242
WAYNE E STINGLEY	1851 W BELL RD, PHOENIX, AZ 85023-3415	602-866-8525
WAYNE E STINGLEY	719 E THUNDERBIRD RD, PHOENIX, AZ 85020	602-866-8575
WAYNE E STINGLEY	2845 W THUNDERBIRD, PHOENIX, AZ 85053	602-938-4388
WAYNE E STINGLEY	650 E BELL RD, PHOENIX, AZ 85022-2311	602-993-3151
WAYNE E STINGLEY	1825 W. BELL RD, PHOENIX, AZ 85023	602-993-3413
WAYNE E STINGLEY	6535 W HAPPY VALLEY RD, PHOENIX, AZ 85310	623-566-4629
WAYNE E STINGLEY	626 W UNION HILLS, PHOENIX, AZ 85027	623-580-9550
WAYNE E STINGLEY	2225 W DEER VALLEY RD, PHOENIX, AZ 85027-1919	623-581-1879
WAYNE E STINGLEY	I-17 & HAPPY VALLEY WALMART, PHOENIX, AZ 85027	623-780-5900
SHANE THOMPSON	926 E INDIAN SCHOOL, PHOENIX, AZ 85012	602-248-0900
SHANE THOMPSON	1635 E CAMELBACK RD, PHOENIX, AZ 85016	602-265-2422
JERRY WERNAU	20210 N CAVE CREEK RD, PHOENIX, AZ 85024	602-923-1835
JERRY WERNAU	4505 E CACTUS RD, PHOENIX, AZ 85032-7701	602-996-1140
JERRY WERNAU	4550 EAST CACTUS, PHOENIX, AZ 85032	602-996-2646
GREGORY L COOK	539 MILLER VALLEY RD, PRESCOTT, AZ 86301-2313	928-445-7490
GREGORY L COOK	1801 E HWY 69 (W*M #1417), PRESCOTT, AZ 86301	928-717-0045
GREGORY L COOK	7500 E HWY 69, PRESCOTT VALLEY, AZ 86314-2214	928-772-2272
JOSEPH JOHNSON	PO BOX 1065, QUARTZSITE, AZ 85346	928-927-6262

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CATHERINE SANCHEZ	40523 N GANTZEL RD, QUEEN CREEK, AZ 85140	480-888-9096
CATHERINE SANCHEZ	20735 EAST MAYA ROAD, QUEEN CREEK, AZ 85242	480-888-9966
CATHERINE SANCHEZ	305 E. HUNT HWY, QUEEN CREEK, AZ 85243	480-987-5551
W DAVID KONOPNICKI	775 S 20TH AVE(W*M 1149), SAFFORD, AZ 85546	928-428-0169
W DAVID KONOPNICKI	1830 THATCHER BLVD, SAFFORD, AZ 85546	928-428-1619
JOHN COWGILL	775 WEST VIA RANCHO SAHUARITA RD., SAHUARITA, AZ 85629	520-207-1349
JOSE L LEON	566 N MAIN ST, SAN LUIS, AZ 85349	928-627-1207
JENNIFER SETTERBERG	1516 N HAYDEN RD, SCOTTSDALE, AZ 85257	480-947-3946
BRADLEY E TEUFEL	8001 E INDIAN SCHOOL RD, SCOTTSDALE, AZ 85257	480-429-5224
JERRY WERNAU	6335 E GREENWAY, SCOTTSDALE, AZ 85254	480-368-7930
JERRY WERNAU	9140 E INDIAN BEND RD, SCOTTSDALE, AZ 85256	480-443-0080
JERRY WERNAU	9251 E. SHEA BLVD., SCOTTSDALE, AZ 85258	480-451-1803
JERRY WERNAU	15768 N PIMA, SCOTTSDALE, AZ 85260	480-483-8829
JERRY WERNAU	15355 N NORTHSIGHT BLVD (W*M), SCOTTSDALE, AZ 85260	480-607-5360
JERRY WERNAU	11425 E VIA LINDA, SCOTTSDALE, AZ 85259	480-614-8211
JERRY WERNAU	2882 N SCOTTSDALE RD, SCOTTSDALE, AZ 85257	480-946-7809
JERRY WERNAU	7369 VIA PASEO DEL SUR, SCOTTSDALE, AZ 85257	480-991-9337
JERRY WERNAU	4830 E BELL RD, SCOTTSDALE, AZ 85254-6000	602-493-8224
GREGORY L COOK	2380 W USHY 89A, SEDONA, AZ 86336-5344	928-282-6211
ABELARDO MARTINEZ JR.	225 WHITE MOUNTAIN RD, SHOW LOW, AZ 85901	928-537-7609
ABELARDO MARTINEZ JR.	5401 S WHITE MTN (W*M #1230), SHOW LOW, AZ 85901	928-537-8802
PATRICK D RICHARDS	CANYON DE FLORES & AZ 92, SIERRA VISTA, AZ 85650	520-378-2073
PATRICK D RICHARDS	NWC HWY 92 & MLK PKWY, SIERRA VISTA, AZ 85635	520-458-1883
PATRICK D RICHARDS	1802 FRY BLVD, SIERRA VISTA, AZ 85635-2703	520-459-2524
ABELARDO MARTINEZ JR.	380 S MAIN ST, SNOWFLAKE, AZ 85937	928-536-7763
ERIC M GODLOVE	1901 S 6TH AVE, SOUTH TUCSON, AZ 85713	520-624-7665
ABELARDO MARTINEZ JR.	180 MAIN, SPRINGERVILLE, AZ 85938	928-333-4504
BRANDON O'ROURKE	10040 W BELL RD, SUN CITY, AZ 85373	623-977-8667
EARNEST L ADAIR	11125 E RIGGS RD, SUN LAKES, AZ 85248	480-802-4224
DERRICK L MELLON	14553 W GRAND AVE, SURPRISE, AZ 85374	623-214-7842
DERRICK L MELLON	16547 WEST BELL ROAD, SURPRISE, AZ 85388	623-537-5300
DERRICK L MELLON	13933 N LITCHFIELD RD., SURPRISE, AZ 85374	623-544-9535
DERRICK L MELLON	LOOP 303 & WADELL, SURPRISE, AZ 85388	623-546-3624
DERRICK L MELLON	13770 W BELL RD (W*M #2777), SURPRISE, AZ 85374	623-975-2915
DONALD L MELLON	15525 W GREENWAY RD, SURPRISE, AZ 85379	623-214-5599
RICHARD W COULSTON	3218 S MCCLINTOCK RD, TEMPE, AZ 85282-5630	480-839-5775
MICHAEL E PEGRAM	1785 E UNIVERSITY, TEMPE, AZ 85281	480-446-8619
MICHAEL E PEGRAM	1205 S RURAL RD, TEMPE, AZ 85280-1393	480-829-6604
MICHELLE SLAYTON	1740 E ELLIOT RD, TEMPE, AZ 85282	480-345-7370
MICHELLE SLAYTON	455 W GUADALUPE RD, TEMPE, AZ 85282	480-755-4433
MICHELLE SLAYTON	9955 S PRIEST, TEMPE, AZ 85284	480-785-7932
MICHELLE SLAYTON	3255 S 48TH ST, TEMPE, AZ 85282-3148	602-438-2722
SHANE THOMPSON	5144 S RURAL RD, TEMPE, AZ 85282-7045	480-838-8687
SHANE THOMPSON	1429 W BASELINE, TEMPE, AZ 85283	480-897-3512
SHANE THOMPSON	1325 W BROADWAY, TEMPE, AZ 85282-1212	480-966-1746
ABELARDO MARTINEZ JR.	195 SOUTH MAIN STREET, TUBA CITY, AZ 86045	928-283-4322
ROGER CANCHOLA	1187 W IRVINGTON RD, TUCSON, AZ 85714	520-295-0123
ROGER CANCHOLA	3310 E 22ND ST, TUCSON, AZ 85713-2352	520-325-6581
ROGER CANCHOLA	3105 E VALENCIA, TUCSON, AZ 85706	520-573-1948
ROGER CANCHOLA	2525 S CRAYCROFT, TUCSON, AZ 85711-6630	520-747-7670
ROGER CANCHOLA	1650 W VALENCIA (WALMART #1612), TUCSON, AZ 85746	520-806-1003
ROGER CANCHOLA	1785 W AJO WAY & MISSION, TUCSON, AZ 85713	520-807-0867
HERBERT COWGILL	5640 N SWAN, TUCSON, AZ 85718-4525	520-299-5953
HERBERT COWGILL	2990 W VALENCIA, TUCSON, AZ 85746	520-578-3747
HERBERT COWGILL	5225 S PALO VERDE, TUCSON, AZ 85706	520-741-1634
HERBERT COWGILL	801 E GRANT, TUCSON, AZ 85719-2933	520-791-0800
HERBERT COWGILL	3232 N CAMPBELL AVE, TUCSON, AZ 85719-2305	520-881-4514
JOHN COWGILL	540 W VALENCIA RD, TUCSON, AZ 85706	520-746-0853
JOHN COWGILL	3315 N SWAN, TUCSON, AZ 85712	520-881-0730
PAUL DIAS	6651 E TANQUE VERDE RD, TUCSON, AZ 85715	520-298-2490
PAUL DIAS	5445 E SPEEDWAY BLVD, TUCSON, AZ 85712	520-323-7275
PAUL DIAS	5870 E BROADWAY BLVD #552, TUCSON, AZ 85711	520-514-1298
PAUL DIAS	9130 E. VALENCIA ROAD, TUCSON, AZ 85747	520-663-1327
PAUL DIAS	8800 E BROADWAY, TUCSON, AZ 85710-4035	520-721-2562
PAUL DIAS	9075 E TANQUE VERDE RD, TUCSON, AZ 85749	520-749-4777
PAUL DIAS	30 S HOUGHTON RD, TUCSON, AZ 85748	520-751-0074
PAUL DIAS	6102 E BROADWAY BLVD, TUCSON, AZ 85711	520-790-6011
PAUL DIAS	7202 E 22ND ST, TUCSON, AZ 85710-6425	520-885-2410
PAUL DIAS	7150 E SPEEDWAY (W*M #1291), TUCSON, AZ 85715	520-886-2452
PAUL DIAS	9490 E GOLF LINKS, TUCSON, AZ 85730-1354	520-886-9615
DAVID S FLORES	2250 W IRONWOOD HILLS, TUCSON, AZ 85745-1056	520-798-3445
ERIC M GODLOVE	1001 E BENSON HWY, TUCSON, AZ 85713	520-628-1020
CHARLES R GRAY	292 W MCGEE, TUCSON, AZ 85704-6434	520-742-3600
CHARLES R GRAY	3800 W LINDAVISTA BLVD, TUCSON, AZ 85742	520-744-5370
CHARLES R GRAY	8349 N CORTARO RD, TUCSON, AZ 85743	520-744-7713
CHARLES R GRAY	3830 W INA RD, TUCSON, AZ 85741-2240	520-744-9201
CHARLES R GRAY	4495 N ORACLE RD, TUCSON, AZ 85705-1635	520-888-6790

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TRAVIS L HERIAUD	2130 WEST RIVER ROAD, TUCSON, AZ 85704	520-887-5587
TRAVIS L HERIAUD	4960 W AJO HWY, TUCSON, AZ 85757	520-908-8696
MICHAEL T OSBORNE	1711 E SPEEDWAY BLVD, TUCSON, AZ 85719-4514	520-325-6361
MICHAEL T OSBORNE	3856 E SPEEDWAY BLVD, TUCSON, AZ 85716	520-327-3355
GREGORY L COOK	US HWY 180 PO BOX 3026, TUSAYAN, AZ 86023-3026	928-638-2208
ROBERT L SOUZA	370 E WICKENBURG WAY, WICKENBURG, AZ 85390	928-684-2972
W DAVID KONOPNICKI	1105 REX ALLEN DR, WILLCOX, AZ 85643-1013	520-384-4775
GREGORY L COOK	I 40 & GRAND CANYON BLVD, WILLIAMS, AZ 86046	928-635-9100
ABELARDO MARTINEZ JR.	HWY 264, WINDOW ROCK, AZ 86515	928-871-5565
ABELARDO MARTINEZ JR.	1616 N PARK, WINSLOW, AZ 86047	928-289-5710
JOSEPH JOHNSON	2501 SOUTH AVENUE B (WAL MART), YUMA, AZ 85364	928-314-1456
JOSEPH JOHNSON	2900 S PACIFIC AVE (W*M #1474), YUMA, AZ 85365	928-344-3400
JOSEPH JOHNSON	2560 S 4TH AVE, YUMA, AZ 85364-7221	928-344-3613
JOSEPH JOHNSON	1195 E 16TH ST, YUMA, AZ 85364	928-782-2113
JOSEPH JOHNSON	1610 S AVE B, YUMA, AZ 85364-7233	928-783-1610
JOSE L LEON	11251 E. COMMERCIAL CENTRE LOOP, YUMA, AZ 85367	928-342-7258
JOSE L LEON	8151 EAST 32ND STREET, YUMA, AZ 85365	928-344-4266
JAMES K HADLEY	247 HWY 71, ALMA, AR 72921-3204	479-632-5284
RAYMOND C NOSLER	3114 PINE ST, ARKADDELPHIA, AR 71923	870-246-2443
ANTHONY V TAYLOR	HWY 62- 412 (W*M #160), ASH FLAT, AR 72513	870-994-7818
JASON SADOWSKI	1260 CONSTITUTION AVE, ASHDOWN, AR 71822	870-898-2357
BRADLEY E ALLEN	1202 N CHURCH STREET (STO), ATKINS, AR 72823	479-641-1177
DAVID L STOKES	3715 HWY 367 N, BALD KNOB, AR 72010	501-724-9942
CHRISTOPHER BUCKLIEW	1220 S SAINT LOUIS, BATESVILLE, AR 72501	870-793-1130
DAVID L STOKES	2415 W CENTER ST (OIL), BEEBE, AR 72012	501-882-2323
CURTIS J MORROW	1023 MILITARY RD, BENTON, AR 72015-2908	501-315-1140
CURTIS J MORROW	20726 INTERSTATE 30, BENTON, AR 72019	501-794-1097
CURTIS J MORROW	4720 HWY 67(STO), BENTON, AR 72015	501-860-7263
BILL MATHEWS	3805 US 71 HIGHWAY, BENTONVILLE, AR 72758	479-254-1118
BILL MATHEWS	1401 PHYLLIS ST, BENTONVILLE, AR 72712	479-271-0088
BILL MATHEWS	406 S WALTON (W*M #100), BENTONVILLE, AR 72712	479-273-1040
BILL MATHEWS	805 SW REGIONAL AIRPORT BLVD., BENTONVILLE, AR 72712	479-273-1400
BILL MATHEWS	201 S WALTON BLVD, BENTONVILLE, AR 72712-5701	479-273-7705
TERRY MCCARTY	HWY 62 W, BERRYVILLE, AR 72616	870-423-5353
DENA L QUERTERMOUS	1031 EAST MAIN STREET, BLYTHEVILLE, AR 72315-9802	870-763-3424
DENA L QUERTERMOUS	3703 S DIVISION ST, BLYTHEVILLE, AR 72315	870-776-1307
MICHAEL J HADLEY	110 EAST MAIN STREET, BOONEVILLE, AR 72927-3735	479-675-9265
MICHAEL L RETZER SR	1406 N MAIN ST, BRINKLEY, AR 72021	870-734-1410
CURTIS J MORROW	2214 N REYNOLDS, BRYANT, AR 72022	501-847-5367
DAVID L STOKES	3195 BILL FOSTER MEMORIAL HIGHWAY, CABOT, AR 72023	501-843-5111
DAVID L STOKES	1001 W MAIN ST, CABOT, AR 72023	501-843-5559
DAVID L STOKES	304 S ROCKWOOD, CABOT, AR 72023	501-941-0152
RAYMOND C NOSLER	145 VALLEY STREET, CADDO VALLEY, AR 71923	870-246-7449
MICHAEL L RETZER JR	1290 STHY 4 SPUR, CAMDEN, AR 71701	870-836-6666
BILL MATHEWS	101 E. CENTERTON BLVD., CENTERTON, AR 72719	479-795-8333
KRISTIN R LOPEZ-ALLEN	1232 S ROGERS AVE, CLARKSVILLE, AR 72830-9159	479-754-6369
CHRISTOPHER BUCKLIEW	HIGHWAY 65 N, CLINTON, AR 72031	501-745-6600
CHANDLER R JOHNSON	705 SALEM ROAD, CONWAY, AR 72034	501-327-0444
CHANDLER R JOHNSON	220 E. OAK ST, CONWAY, AR 72032-4683	501-327-2117
CHANDLER R JOHNSON	450 HWY 65 N, CONWAY, AR 72032-3507	501-329-4040
GINGER JOHNSON	1440 DAVE WARD DRIVE, CONWAY, AR 72034	501-327-9000
DANIEL QUINN	201 N MISSOURI AVE, CORNING, AR 72422	870-857-3050
HERBERT R HUTCHISON	105 UNITY ROAD, CROSSETT, AR 71635	870-364-9600
BRADLEY E ALLEN	611 UNION ST, DARDANELLE, AR 72834	479-229-9804
LAURA LATOOF	606 E COLLIN RAYE DR, DE QUEEN, AR 71832-4138	870-642-2700
MICHAEL L RETZER JR	601 HWY 65 S, DUMAS, AR 71639	870-382-2800
TONY E GILLEY	1730 NORTHWEST AVE, EL DORADO, AR 71730-3867	870-862-4012
TONY E GILLEY	501 S TIMBERLANE, EL DORADO, AR 71730	870-863-8550
DAVID L STOKES	1820 HWY 64 W (STO), EL PASO, AR 72045	501-796-4800
BILL MATHEWS	148 E VAN BUREN, EUREKA SPRINGS, AR 72632	479-253-6106
BILL MATHEWS	207 W MAIN ST, FARMINGTON, AR 72730	479-267-6555
BILL MATHEWS	578 E JOYCE BLVD, FAYETTEVILLE, AR 72703	479-442-0444
BILL MATHEWS	3080 W WEDINGTON DR, FAYETTEVILLE, AR 72704	479-442-7774
BILL MATHEWS	1963 W MLK BLVD, FAYETTEVILLE, AR 72701-6212	479-443-4777
BILL MATHEWS	1200 W. WILSON, SUITE 2, FAYETTEVILLE, AR 72701	479-444-1964
BILL MATHEWS	1641 N COLLEGE AVE, FAYETTEVILLE, AR 72701	479-521-1767
BILL MATHEWS	1870 N CROSSOVER RD, FAYETTEVILLE, AR 72701	479-527-9919
BILL MATHEWS	2875 W 6TH ST (W*M #144), FAYETTEVILLE, AR 72701	479-587-0101
MICHAEL L RETZER JR	HWY 79 & UPTON RD (WALMART #0339), FORDYCE, AR 71742	870-352-7926
CHAD TILLMAN	2301 N WASHINGTON ST, FORREST CITY, AR 72335-1800	870-633-4146
JAMES K HADLEY	8311 ROGERS AVE, FORT SMITH, AR 72903	479-452-1204
JAMES K HADLEY	5821 ROGERS AVE, FORT SMITH, AR 72901	479-452-5500
JAMES K HADLEY	4800 TOWSON AVE, FORT SMITH, AR 72901-8424	479-646-7911
JAMES K HADLEY	5712 KELLEY HWY., FORT SMITH, AR 72904	479-709-9107
JAMES K HADLEY	2221 GRAND AVE, FORT SMITH, AR 72901	479-785-0726
MICHAEL J HADLEY	2425 S ZERO ST (W*M #125), FORT SMITH, AR 72901	479-646-7047
MICHAEL J HADLEY	9200 HWY 71 S, FORT SMITH, AR 72908	479-648-3939

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LAURA D NEWTH	7403 HWY 62 W, GASSVILLE, AR 72634	870-435-6880
BILL MATHEWS	467 S. GENTRY BLVD., GENTRY, AR 72734	479-736-2500
JAMEY NOSLER	47 HIGHWAY 70 EAST, SUITE B, GLENWOOD, AR 71943	870-356-2317
DALE A BRUNS	55 S BROADVIEW, GREENBRIER, AR 72058	501-679-7499
MICHAEL J HADLEY	923 WEST CENTER STREET, GREENWOOD, AR 72936	479-996-4544
ANTHONY V TAYLOR	JUNCTION HWY 62 & 63, HARDY, AR 72542	870-856-3377
JAY HERRIN	211 N WAL MART DRIVE, HARRISON, AR 72601	870-741-5266
JAY HERRIN	1314 N MAIN, HARRISON, AR 72601	870-741-5353
CHRISTOPHER BUCKLIEW	1611 HWY 25B, HEBER SPRINGS, AR 72543	501-362-3275
STEVE MONTGOMERY	1601 N HERVEY, HOPE, AR 71801	870-777-1928
RAYMOND C NOSLER	2975 MALVERN AVE., HOT SPRINGS, AR 71901	501-262-1127
RAYMOND C NOSLER	1214 ALBERT PIKE HWY, HOT SPRINGS, AR 71901	501-321-9663
RAYMOND C NOSLER	4395 CENTRAL AVE, HOT SPRINGS, AR 71913	501-525-6506
RAYMOND C NOSLER	3229 CENTRAL AVE, HOT SPRINGS, AR 71901	501-623-6212
RAYMOND C NOSLER	200 E GRAND AVENUE, HOT SPRINGS, AR 71901	501-625-3579
RAYMOND C NOSLER	1713 AIRPORT ROAD, HOT SPRINGS, AR 71913	501-767-1799
RAYMOND C NOSLER	3101 ALBERT PIKE RD, HOT SPRINGS, AR 71913	501-767-8998
BILL MATHEWS	14243 US HIGHWAY 412, HUNTSVILLE, AR 72740	479-738-1777
MATT NOSLER	816 W MAIN ST, JACKSONVILLE, AR 72076	501-982-6656
RAYMOND C NOSLER	2000 JOHN HARDEN DR (W*M #24), JACKSONVILLE, AR 72076	501-241-0465
RAYMOND C NOSLER	2030 N 1ST ST, JACKSONVILLE, AR 72076-2845	501-982-4939
FRED TILLMAN	1815 E HIGHLAND DR (W*M #45), JONESBORO, AR 72401	870-930-9557
FRED TILLMAN	111 E HIGHLAND, JONESBORO, AR 72401-5917	870-932-7090
FRED TILLMAN	2207 E NETTLETON AVE, JONESBORO, AR 72401-5246	870-935-0910
FRED TILLMAN	1910 E JOHNSON AVE, JONESBORO, AR 72401	870-972-0922
HERBERT R HUTCHISON	1014 HWY 65, LAKE VILLAGE, AR 71653	870-265-4000
SAVERIO CIMINO	8710 FOURCHE DAM PIKE, LITTLE ROCK, AR 72206	501-490-8669
JOHN M LAZARICH	14401 ARCH ST PIKE, LITTLE ROCK, AR 72206	501-261-7776
JOHN M LAZARICH	4111 S UNIVERSITY AVE, LITTLE ROCK, AR 72204	501-565-0470
CURTIS J MORROW	10501 STAGECOACH RD, LITTLE ROCK, AR 72210	501-407-9124
RAYMOND C NOSLER	11500 W MARKHAM RD, LITTLE ROCK, AR 72211-2702	501-223-2060
RAYMOND C NOSLER	10201 RODNEY PARHAM RD, LITTLE ROCK, AR 72207-4821	501-227-7914
RAYMOND C NOSLER	8011 GEYER SPRINGS ROAD, LITTLE ROCK, AR 72209	501-565-4550
RAYMOND C NOSLER	8820 BASELINE RD, LITTLE ROCK, AR 72209	501-565-7003
RAYMOND C NOSLER	17601 CHENAL PKWY, LITTLE ROCK, AR 72223	501-821-0388
RAYMOND C NOSLER	19301 CANTRELL ROAD, LITTLE ROCK, AR 72223	501-868-7693
ELIECER PALACIOS	7721 CANTRELL RD, LITTLE ROCK, AR 72207-3321	501-225-3670
ELIECER PALACIOS	7200 W 12TH ST, LITTLE ROCK, AR 72205	501-663-4873
ELIECER PALACIOS	104 S UNIVERSITY AVE, LITTLE ROCK, AR 72205	501-603-2228
MICHAEL L RETZER JR	701 BROADWAY, LITTLE ROCK, AR 72201-4121	501-372-2661
SAVERIO CIMINO	1834 HWY 31 N, LONOKE, AR 72086	501-676-5160
BILL MATHEWS	503 W MONROE, LOWELL, AR 72745	479-770-3300
STEVE MONTGOMERY	1127 E MAIN ST, MAGNOLIA, AR 71753-3712	870-234-7782
STEVE MONTGOMERY	1920 MARTIN LUTHER KING BLVD., MALVERN, AR 72104	501-467-8787
RAYMOND C NOSLER	307 E PAGE ST, MALVERN, AR 72104-4247	501-332-3100
FRED TILLMAN	3440 SERVICE RD, MARION, AR 72364	870-739-5346
FRED TILLMAN	208 HESTER PARKER DR, MARKED TREE, AR 72365	870-358-2345
KELLY BUCKLIEW	804 NORTH HWY 65, MARSHALL, AR 72650	870-448-2191
CHARLES D BROWN	709 HWY 71 & 88 N, MENA, AR 71953	479-394-1131
MICHAEL L RETZER SR	369 HWY 425 NORTH, MONTICELLO, AR 71655	870-367-7441
DALE A BRUNS	1805 N BUSINESS 9, MORRILTON, AR 72110-4509	501-354-1522
LAURA D NEWTH	1019 HWY 62E, MOUNTAIN HOME, AR 72653-3215	870-425-1155
LAURA D NEWTH	65 WAL-MART DRIVE (W*M #11), MOUNTAIN HOME, AR 72653	870-492-4136
CHRISTOPHER BUCKLIEW	604 E MAIN ST, MOUNTAIN VIEW, AR 72560	870-269-6602
STEVE MONTGOMERY	1512 S 4TH ST, NASHVILLE, AR 71852-3011	870-845-2364
FRED TILLMAN	2300 MALCOLM AVE, NEWPORT, AR 72112-3670	870-523-2424
SAVERIO CIMINO	2400 OLD JACKSONVILLE HWY, NORTH LITTLE ROCK, AR 72117	501-945-5855
DEAN E DIMICHELE	4008 MCCAIN, NORTH LITTLE ROCK, AR 72116	501-758-0400
DEAN E DIMICHELE	7101 JOHN F KENNEDY BLVD, NORTH LITTLE ROCK, AR 72118	501-834-2393
CHANDLER R JOHNSON	11001 MAUMELLE BLVD, NORTH LITTLE ROCK, AR 72113	501-791-7053
CHANDLER R JOHNSON	12001 MAUMELLE BLVD, NORTH LITTLE ROCK, AR 72113	501-803-3385
CHANDLER R JOHNSON	20605 HWY 365, NORTH LITTLE ROCK, AR 72113-9108	501-851-2901
MICHAEL L RETZER JR	600 E BROADWAY, NORTH LITTLE ROCK, AR 72114-5712	501-376-0961
MICHAEL L RETZER JR	4422 CAMP ROBINSON RD, NORTH LITTLE ROCK, AR 72118-3602	501-771-4875
DENA L QUENTERMOUS	801 W KEISER ST, OSCEOLA, AR 72370-3507	870-563-3058
JAMES K HADLEY	2230 N 3RD ST, OZARK, AR 72949	479-667-1083
DANIEL QUINN	2802 W KINGS HWY (WALMART #0036), PARAGOULD, AR 72450	870-236-1128
DANIEL QUINN	1407 W KINGS HWY, PARAGOULD, AR 72450	870-236-3715
DANIEL QUINN	4610 W KINGSHWY, PARAGOULD, AR 72450	870-239-9192
KRISTIN R LOPEZ-ALLEN	903 EAST WALNUT, PARIS, AR 72855-4026	479-963-1633
BILL MATHEWS	203 N CURTIS AVE, PEA RIDGE, AR 72751	479-451-2060
MICHAEL L RETZER JR	2819 S OLIVE ST., PINE BLUFF, AR 71603	870-536-2070
MICHAEL L RETZER SR	107 S BLAKE ST, PINE BLUFF, AR 71601-3537	870-535-2660
MICHAEL L RETZER SR	2908 E HARDING, PINE BLUFF, AR 71601-6853	870-536-1079
MICHAEL L RETZER SR	5501 S. OLIVE STREET (W*M #3331), PINE BLUFF, AR 71603	870-850-2381
MICHAEL L RETZER SR	3610 CAMDEN RD, PINE BLUFF, AR 71603	870-879-1257
FRED TILLMAN	1504 HWY 67 S, POCAHONTAS, AR 72455-4001	870-892-4021

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BILL MATHEWS	203 W HUDSON RD, ROGERS, AR 72756	479-631-7363
BILL MATHEWS	4208 PLEASANT CROSSING BLVD., ROGERS, AR 72745	479-631-8250
BILL MATHEWS	903 W WALNUT, ROGERS, AR 72756-3539	479-636-1729
BILL MATHEWS	100 N 46TH ST, ROGERS, AR 72756	479-636-7818
BILL MATHEWS	2601 PLEASANT CROSSING DR., ROGERS, AR 72758	479-986-9991
BRADLEY E ALLEN	2409 E MAIN STREET, RUSSELLVILLE, AR 72801	479-967-2627
BRADLEY E ALLEN	81 SR 331, RUSSELLVILLE, AR 72801	479-967-8284
BRADLEY E ALLEN	1122 N ARKANSAS AVE, RUSSELLVILLE, AR 72801-2938	479-968-2292
DAVID L STOKES	3515 E RACE ST, SEARCY, AR 72143-6202	501-268-3105
DAVID L STOKES	600 S MAIN ST, SEARCY, AR 72143	501-278-4755
MICHAEL L RETZER SR	1212 S ROCK, SHERIDAN, AR 72150	870-942-0909
DEAN E DIMICHELE	12493 HWY 107, SHERWOOD, AR 72120	501-833-8822
DEAN E DIMICHELE	8400 WARDEN RD, SHERWOOD, AR 72120	501-835-6323
DEAN E DIMICHELE	9053 HWY 107, SHERWOOD, AR 72120	501-835-6991
BILL MATHEWS	1400 US HWY 412, SILOAM SPRINGS, AR 72761	479-524-8020
BILL MATHEWS	2901 HWY 412 E (W*M #4), SILOAM SPRINGS, AR 72761-8673	479-524-8131
BILL MATHEWS	1260 E ROBINSON AVE, SPRINGDALE, AR 72764	479-750-2226
BILL MATHEWS	4600 W SUNSET, SPRINGDALE, AR 72764	479-751-2401
BILL MATHEWS	520 S THOMPSON, SPRINGDALE, AR 72764	479-751-3510
BILL MATHEWS	2004 S PLEASANT (W*M #54), SPRINGDALE, AR 72762	479-756-0990
MICHAEL L RETZER JR	100 N. LINCOLN SUITE B, STAR CITY, AR 71667	870-628-4001
MICHAEL L RETZER SR	202 E 22ND ST, STUTTGART, AR 72160-6725	870-673-3411
JASON SADOWSKI	711 E 7TH ST, TEXARKANA, AR 71854-5328	870-772-5172
BILL MATHEWS	1089 E. HENRI DE TONTI BLVD., TONTITOWN, AR 72770	479-361-9499
CHAD TILLMAN	500 INDUSTRIAL DRIVE, TRUMANN, AR 72472	870-483-5767
JAMES K HADLEY	1903 FAYETTEVILLE RD, VAN BUREN, AR 72956	479-410-4065
JAMES K HADLEY	3010 ALMA HIGHWAY, VAN BUREN, AR 72956	479-474-0961
DAVID L STOKES	1148 MAIN STREET, VILONIA, AR 72173	501-796-8696
CHARLES D BROWN	34 HWY 71 BYPASS NORTH, WALDRON, AR 72958	479-637-3650
FRED TILLMAN	800 HWY 67 N, WALNUT RIDGE, AR 72476	870-886-6889
MICHAEL L RETZER SR	325 S MARTIN ST., WARREN, AR 71671-2898	870-226-3120
MICHAEL L RETZER SR	843 N. SEBASTIAN, WEST HELENA, AR 72390	870-572-1199
CHAD TILLMAN	1800 MISSOURI AVE, WEST MEMPHIS, AR 72301-1750	870-732-3527
FRED TILLMAN	3901 PETRO RD, WEST MEMPHIS, AR 72301-3754	870-735-6881
MICHAEL L RETZER SR	8012 SHERIDAN RD, WHITE HALL, AR 71602	870-267-7350
FRED TILLMAN	1470 N FALLS BLVD, WYNNE, AR 72396-1624	870-238-8811
VICTOR QUIROZ	3750 SIERRA HWY, ACTON, CA 93510-1253	661-269-4008
RONALD S LOPATY	29161 CANWOOD ST, AGOURA HILLS, CA 91301-3347	818-991-2781
KIMBERLEY BYRNE	2239 SHORELINE DR, ALAMEDA, CA 94501-6227	510-521-4409
KIMBERLEY BYRNE	715 CENTRAL AVE, ALAMEDA, CA 94501-3818	510-865-0200
JULIE PERNECKY	909 E MAIN ST, ALHAMBRA, CA 91801	626-289-4541
JULIE PERNECKY	1520 W. VALLEY BLVD., ALHAMBRA, CA 91803	626-576-9249
PHILIP R PALUMBO	2959 ALPINE BLVD, ALPINE, CA 91901	619-659-1615
MICHAEL E PERNECKY	1306 N ALTADENA DR, ALTADENA, CA 91107	626-791-9678
BETTY M LIN	SEC HWY 29 & NAPA JUNCTION, AMERICAN CANYON, CA 94503	707-553-8570
SCOTT A FRISBIE	440 N EUCLID AVE (W*M #2242), ANAHEIM, CA 92801	714-774-5845
SCOTT A FRISBIE	740 N EUCLID ST, ANAHEIM, CA 92801-4115	714-776-7290
SCOTT A FRISBIE	1810 S STATE COLLEGE BLVD, ANAHEIM, CA 92805	714-938-0484
SCOTT A FRISBIE	119 W BALL RD, ANAHEIM, CA 92805-6045	714-991-3211
SCOTT A FRISBIE	2411 W BALL RD, ANAHEIM, CA 92804-5210	714-995-1251
LARRY S KAPLAN	3210 W LINCOLN AVE, ANAHEIM, CA 92801	714-995-9118
SHARON M MACDONALD	1410 N LEMON ST, ANAHEIM, CA 92801	714-447-4203
SHARON M MACDONALD	1500 S HARBOR BLVD, ANAHEIM, CA 92802-2312	714-491-0563
SHARON M MACDONALD	1100 N STATE COLLEGE BLVD, ANAHEIM, CA 92806-2703	714-533-2129
PATTI ANN WIDDICOMBE	10900 KATELLA AVE., ANAHEIM, CA 92804-6134	714-956-4275
MARK BURLINGTON	3100 MCMURRAY DR, ANDERSON, CA 96007-4600	530-378-0161
DENNIS GRASPOINTNER	33 NORTH MAIN STREET, ANGELS CAMP, CA 95222	209-736-9289
PERCY JOHNSON	7899 WALERGA RD, ANTELOPE, CA 95843	916-729-1380
BRADLEY A GOLDBLATT	4893 LONE TREE WAY (W*M #2697), ANTIOCH, CA 94509	925-753-0405
BRADLEY A GOLDBLATT	4440 LONE TREE WAY, ANTIOCH, CA 94509	925-756-7689
BRADLEY A GOLDBLATT	2424 MAHOGANY WAY, ANTIOCH, CA 94509-2966	925-778-2186
BRADLEY A GOLDBLATT	3450 DEER VALLEY RD, ANTIOCH, CA 94509	925-778-5725
FRANK M SANCHEZ	19200 BEAR VALLEY, APPLE VALLEY, CA 92307	760-247-0951
FRANK M SANCHEZ	20221 HWY 18, APPLE VALLEY, CA 92307	760-946-9076
MICHAEL E PERNECKY	143 E FOOTHILL BLVD, ARCADIA, CA 91006-2506	626-301-0982
MICHAEL E PERNECKY	400 S. BALDWIN AVENUE, ARCADIA, CA 91007	626-462-9662
JESSE J KLAIR	4901 VALLEY WEST BLVD, ARCAT, CA 95521-4638	707-822-0888
MAX RUIZ	3412 ARDEN WAY, ARDEN-ARCADE, CA 95864	916-488-0595
KEITH HANDLEY	1168 W BRANCH ST (W*M #2556), ARROYO GRANDE, CA 93420	805-473-0005
KEITH HANDLEY	410 GRAND AVE PO BOX 306, ARROYO GRANDE, CA 93420	805-489-7614
ISABELLE VILLASENOR	17523 PIONEER BLVD, ARTESIA, CA 90701-4006	562-865-7622
ROSALBA A SAVERS	798 BEAR MOUNTAIN BLVD, ARVIN, CA 93203	661-854-7512
JASON D GOLDBLATT	16552 E 14TH STREET, ASHLAND, CA 94578	510-317-5950
DANA COOK	6300 MORRO RD (AT), ATASCADERO, CA 93422	805-466-6300
JOHN ABBATE	2720 SHAFFER RD, ATWATER, CA 95301	209-357-4150
JOHN ABBATE	1521 BELL DRIVE, ATWATER, CA 95301	209-358-7256
ROBERT F KASSITY	13370 LINCOLN WAY, AUBURN, CA 95603-3250	530-823-1521

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROBERT F KASSITY	2865 BELL RD, AUBURN, CA 95603-2539	530-885-0731
JULIE PERNECKY	13814 VALLEY BLVD, AVOCADO HEIGHTS, CA 91746-2514	626-968-3521
KENNETH WORLEY	980 E ALOSTA AVE, AZUSA, CA 91702	626-969-2815
JAMES A ABBATE	3037 NILES ST, BAKERSFIELD, CA 93306	661-327-7017
JAMES A ABBATE	356 WEEDPATCH HWY, BAKERSFIELD, CA 93307	661-364-0430
JAMES A ABBATE	COFFEE / ROSEDALE HWY (WAL*MART #2557), BAKERSFIELD, CA 93312	661-589-8501
JAMES A ABBATE	6225 COLONY ST, BAKERSFIELD, CA 93307	661-834-4420
JAMES A ABBATE	2601 FASHION PL (W*M #1624), BAKERSFIELD, CA 93306	661-871-3065
CAROLE A BAHMANI	13003 ROSEDALE HWY, BAKERSFIELD, CA 93312	661-587-0110
CAROLE A BAHMANI	4601 COFFEE RD, BAKERSFIELD, CA 93312	661-587-7284
CAROLE A BAHMANI	11150 STOCKDALE HWY, BAKERSFIELD, CA 93311	661-663-7262
JOEY CINQUEMANI	2310 F ST, BAKERSFIELD, CA 93301	661-327-1720
EDWARD GALLO, JR.	CHESTER & BRUNDAGE, BAKERSFIELD, CA 93304	661-336-0372
TRISHA GALLO-ESCOBAR	2701 WHITE LN, BAKERSFIELD, CA 93304-6815	661-834-8560
RONALD C JOHNS	1812 N UNION AVE, BAKERSFIELD, CA 93305-5651	661-323-1115
RONALD C JOHNS	1000 REAL RD, BAKERSFIELD, CA 93309-1006	661-324-0557
RONALD C JOHNS	5410 STOCKDALE HWY, BAKERSFIELD, CA 93309	661-325-2263
RONALD C JOHNS	5075 GOSFORD RD, BAKERSFIELD, CA 93311	661-665-9700
RONALD C JOHNS	4600 MING AVE, BAKERSFIELD, CA 93309-4822	661-833-8706
RONALD C JOHNS	7901 WHITE LN, BAKERSFIELD, CA 93313	661-837-1572
RONALD C JOHNS	2699 MOUNT VERNON AVE, BAKERSFIELD, CA 93306	661-871-8121
JAMES W RAMSEY	35102 MERLE HAGGARD DRIVE, BAKERSFIELD, CA 93308	661-393-7402
JAMES W RAMSEY	3360 PANAMA LN, BAKERSFIELD, CA 93313	661-827-1310
JAMES W RAMSEY	1607 PANAMA LANE, BAKERSFIELD, CA 93307	661-833-3866
ROBERT E SANCHEZ	14530 BALDWIN PARK, BALDWIN PARK, CA 91706	626-960-4884
REGINALD WEBB	3160 BALDWIN PARK BLVD, BALDWIN PARK, CA 91706	626-851-0179
REGINALD WEBB	14008 RAMONA BLVD, BALDWIN PARK, CA 91706-4130	626-962-4210
THOMAS J MANGIONE	2140 W RAMSEY ST, BANNING, CA 92220-4283	951-849-2419
HOLLY LYNCH	621 MONTARA RD (W*M #1879), BARSTOW, CA 92311	760-252-1215
HOLLY LYNCH	2571 COMMERCE PKY, BARSTOW, CA 92311-9568	760-253-3777
HOLLY LYNCH	1611 E MAIN ST, BARSTOW, CA 92311-3239	760-256-0812
BRADLEY A GOLDBLATT	220 BAILEY RD, BAY POINT, CA 94565	925-458-1973
THOMAS J MANGIONE	501 BEAUMONT AVE, BEAUMONT, CA 92223	951-769-3949
MARY VEGA NICHOLS	1492 E. 2ND MARKETPLACE, BEAUMONT, CA 92223	951-845-8236
RONALD DALEY	5725 FLORENCE AVE, BELL GARDENS, CA 90201	323-771-1333
PONGDEJ TULAPHORN	8507 ARTESIA BLVD, BELLFLOWER, CA 90706	562-634-6016
PONGDEJ TULAPHORN	16208 LAKEWOOD, BELLFLOWER, CA 90706-5150	562-925-3001
CONRAD J FREEMAN JR.	522 EL CAMINO REAL, BELMONT, CA 94002-2121	650-592-6833
C. C YIN	1602 E 2ND ST, BENICIA, CA 94510	707-745-6340
C. C YIN	2110 COLUMBUS PARKWAY, BENICIA, CA 94510	707-746-6899
THOMAS G PARKER	1198 SAN PABLO AVE, BERKELEY, CA 94706-2245	510-525-1411
THOMAS G PARKER	1998 SHATTUCK AVE, BERKELEY, CA 94704-1032	510-843-1500
DOUGLAS L TABOR	41412 BIG BEAR BLVD, BIG BEAR LAKE, CA 92314	909-866-3217
KEVIN MAZZU	562 N MAIN ST, BISHOP, CA 93514-2745	760-872-1211
RANDELL S BAREMOR	27284 HWY 189, BLUE JAY, CA 92317	909-336-2302
JOSEPH JOHNSON	191 S LOVEKIN BLVD, BLYTHE, CA 92225-2504	760-922-5938
ROBERT R SUTHERLAND	4340 BONITA RD, BONITA, CA 91902	619-472-0627
LAURIE HATFIELD	5565 MISSION AVE, BONSALE, CA 92028	760-726-2628
JOSEPH JOHNSON	105 W MAIN ST, BRAWLEY, CA 92227-2352	760-344-8855
MARK BROWNSTEIN ESTATE	2595 E IMPERIAL HWY (WALMART #2523), BREA, CA 92821	714-529-3760
PETER E HORNER	825 E IMPERIAL HWY, BREA, CA 92821	714-529-5791
PETER E HORNER	2505 E IMPERIAL HWY, BREA, CA 92821	714-671-1850
BRADLEY A GOLDBLATT	7455 BRENTWOOD BLVD, BRENTWOOD, CA 94513-2026	925-634-4414
JASON D GOLDBLATT	2351 BALFOUR RD., BRENTWOOD, CA 94513	925-516-6790
DANA COOK	337 MCMURRAY RD, BUELLTON, CA 93427	805-688-1055
MARK BROWNSTEIN ESTATE	8450 LAPALMA AVE (W*M #5032), BUENA PARK, CA 90620	714-229-9176
MARK BROWNSTEIN ESTATE	7861 BEACH BLVD, BUENA PARK, CA 90620-1936	714-521-2303
PETER E HORNER	5900 BEACH BLVD, BUENA PARK, CA 90621	714-523-3542
PETER E HORNER	7050 KNOTT AVE, BUENA PARK, CA 90620-1363	714-739-0353
RICHARD G BECHGUENTURIAN	900 W BURBANK BLVD, BURBANK, CA 91506	818-556-6285
RICHARD G BECHGUENTURIAN	2565 HOLLYWOOD WAY, BURBANK, CA 91505-1018	818-565-0417
RICHARD G BECHGUENTURIAN	201 E MAGNOLIA BLVD (SATELLITE), BURBANK, CA 91501	818-842-3039
RICHARD G BECHGUENTURIAN	1127 N SAN FERNANDO BLVD, BURBANK, CA 91504	818-842-5878
RICHARD G BECHGUENTURIAN	1701 W OLIVE AVE, BURBANK, CA 91506-2433	818-846-8885
KENNETH BLACKSTONE	37443 ENTERPRISE DR, BURNEY, CA 96013	530-335-2844
VICTOR J CINQUEMANI	20700 TRACEY AVE, BUTTONWILLOW, CA 93206-0726	661-764-6488
JEFFREY M MARTINEZ	48350 SEMINOLE DR, CABAZON, CA 92230	951-922-1981
KEITH R LOPATY	4785 LAS VIRGENES RD, CALABASAS, CA 91302-1910	818-880-8661
JOSE L LEON	232 E 1ST ST, CALEXICO, CA 92231	760-357-4730
JOSE L LEON	720 IMPERIAL AVE, CALEXICO, CA 92231-3153	760-357-6309
HERNANDO MARROQUIN	9628 CALIFORNIA CITY BLVD, CALIFORNIA CITY, CA 93505	760-373-3399
THOMAS J MANGIONE	1199 CALIMESA BLVD, CALIMESA, CA 92320	909-795-6236
CLAYTON F PASCHEN III	4860 SANTA ROSA RD, CAMARILLO, CA 93012	805-484-9616
CLAYTON F PASCHEN, JR.	60 DAILY DR, CAMARILLO, CA 93010-5812	805-484-2535
CLAYTON F PASCHEN, JR.	1650 ARNEILL RD, CAMARILLO, CA 93010-3402	805-987-1115
DENNIS W CALDWELL	3356 COACH LN, CAMERON PARK, CA 95682-8453	530-677-5944
MARTIN D WRONSKI	430314 BUILDING, CAMP PENDLETON, CA 92055	760-237-3723

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARTIN D WRONSKI	22026 VANDERGRIFT BLVD, CAMP PENDLETON, CA 92055	760-385-0235
MARTIN D WRONSKI	AREA 20, CAMP PENDLETON SOUTH, CA 92054	760-430-4630
STEPHEN D PEAT	1760 41ST AVE, CAPITOLA, CA 95010-2503	831-476-1512
K. R. SCHULZ	2525 EL CAMINO REAL SPC 150, CARLSBAD, CA 92008	760-729-0984
K. R. SCHULZ	5990 AVE ENCINAS, CARLSBAD, CA 92008-4405	760-931-9311
CHRISTOPHER A KASSITY	7329 FAIR OAKS BLVD, CARMICHAEL, CA 95608	916-488-8233
CLAYTON F PASCHEN, JR.	1115 CASITAS PASS RD, CARPINTERIA, CA 93013	805-684-7818
KIM DUNCAN DOBBINS	21836 S AVALON BLVD, CARSON, CA 90745	310-549-2950
KIM DUNCAN DOBBINS	130 W SEPULVEDA BLVD, CARSON, CA 90749	310-847-7543
PATRICIA G WILLIAMS	17455 S CENTRAL AVE, CARSON, CA 90746	310-885-5500
RICHARD M BECHGUENTURIAN	27701 W LAKE HUGHES RD, CASTAIC, CA 91384	661-295-1623
JASON D GOLDBLATT	2905 GROVE WAY, CASTRO VALLEY, CA 94546	510-538-1975
RICHARD M SHALHOUB	67555 E PALM CANYON, CATHEDRAL CITY, CA 92234	760-202-0668
RICHARD M SHALHOUB	31-545 DATE PALM DRIVE, CATHEDRAL CITY, CA 92234-3138	760-324-5250
DENNIS GRASPOINTNER	1500 MITCHELL RD, CERES, CA 95307	209-538-0382
DENNIS GRASPOINTNER	1670 MITCHELL RD (W*M #1983), CERES, CA 95307	209-581-0846
ISABELLE VILLASENOR	133 LOS CERRITOS CTR, CERRITOS, CA 90701	562-402-9831
MARK BURINGTON	2452 CONNORS AVE, CHICO, CA 95926-1172	530-895-9740
MARK BURINGTON	655 PALMETTO AVE, CHICO, CA 95926-4099	530-895-9900
MARK BURINGTON	2444 NOTRE DAME BLVD, CHICO, CA 95928-7136	530-899-1285
THOMAS R SPIEL	12625 CENTRAL AVE, CHINO, CA 91710-3509	909-591-7772
EDDIE PUI LUN YUEN	14849 RAMONA AVE, CHINO, CA 91710	909-393-3885
EDDIE PUI LUN YUEN	3770 GRAND AVE, CHINO, CA 91710	909-590-0557
EDDIE PUI LUN YUEN	2559 CHINO HILLS PKY, CHINO HILLS, CA 91709	909-606-4800
EDDIE PUI LUN YUEN	15950 LOS SERRANOS COUNTRY CLUB DR, CHINO HILLS, CA 91709	909-606-8883
MICHAEL A AGOSTINI	250 E ROBERTSON BLVD, CHOWCHILLA, CA 93610-9304	559-665-7305
SANJIV CHOPRA	3400 HIGHLAND AVE, CHULA VISTA, CA 91950	619-498-8550
JILL A LINDSTEDT	725 E ST, CHULA VISTA, CA 91910-2003	619-422-3668
JILL A LINDSTEDT	1110 3RD ST, CHULA VISTA, CA 91911	619-422-3803
CHRISTOPHER ROWE	619 BROADWAY, CHULA VISTA, CA 91910-5309	619-422-3744
ROBIN W SEDER	1150 BROADWAY ST (WM #5305), CHULA VISTA, CA 91911-2707	619-422-0956
ROBIN W SEDER	75 N BROADWAY (WALMART #2291), CHULA VISTA, CA 91910	619-498-1296
ROBIN W SEDER	1288 BROADWAY, CHULA VISTA, CA 91911-2911	619-585-7341
ROBERT R SUTHERLAND	551 TELEGRAPH CANYON RD, CHULA VISTA, CA 92010	619-421-5692
ROBERT R SUTHERLAND	2254 OTAY LAKES RD, CHULA VISTA, CA 91915	619-482-8272
TODD SUTHERLAND	687 EAST PALOMAR, CHULA VISTA, CA 91911	619-216-7599
ROBERT F KASSITY	6212 AUBURN BLVD, CITRUS HEIGHTS, CA 95621	916-725-4359
KENNETH W RISTUBEN	7632 SUNRISE BLVD, CITRUS HEIGHTS, CA 95610-2308	916-726-6700
KENNETH W RISTUBEN	7411 MADISON AVE, CITRUS HEIGHTS, CA 95610	916-961-8348
MAX RUIZ	7850 LICHEN DR, CITRUS HEIGHTS, CA 95621-1000	916-721-7773
ROBERT S ARCINIAGA	3526 E GAGE AVE, CITY OF BELL, CA 90201	323-277-9673
MARK BROWNSTEIN ESTATE	6350 E WASHINGTON BLVD, CITY OF COMMERCE, CA 90040	323-722-5535
PETER E HORNER	17951 COLIMA RD (STONER CREEK), CITY OF INDUSTRY, CA 91748	626-810-1464
PETER E HORNER	1600 S AZUSA AVE SPC#169B (SATELLITE), CITY OF INDUSTRY, CA 91748	626-810-2667
PETER E HORNER	17150 GALE AVE (SATELLITE), CITY OF INDUSTRY, CA 91748	626-912-8225
REGINALD WEBB	860 S INDIAN HILL BLVD, CLAREMONT, CA 91711	909-482-4996
REGINA YIN	15940 DAM RD, CLEARLAKE, CA 95422	707-994-6191
ELIZABETH Y LIN	1149 S CLOVERDALE BLVD, CLOVERDALE, CA 95425	707-894-4588
JAVIER TORRES	2654 ALLUVIAL AVE, CLOVIS, CA 93611	559-299-1422
RICHARD M SHALHOUB	83131 AVENUE 48, COACHELLA, CA 92236	760-342-0896
RICHARD M SHALHOUB	50090 HARRISON ST, COACHELLA, CA 92236	760-398-5600
JOHN ABBATE	396 W ELM AVE, COALINGA, CA 93210-1926	559-935-1740
JOHN ABBATE	25145 W DORRIS AVE, COALINGA, CA 93210-9723	559-935-3614
MARK RUIZ	501 S AUBURN RD, COLFAX, CA 95713	530-346-6088
KIANA W SEVERLOH	225 W VALLEY BLVD, COLTON, CA 92324-2933	909-825-8655
NICOLE R ENEARU	901 S LONG BEACH BLVD, COMPTON, CA 90221	310-638-7526
PATRICIA G WILLIAMS	101 S COMPTON, COMPTON, CA 90220	310-635-0688
PATRICIA G WILLIAMS	1105 LONG BEACH BLVD, COMPTON, CA 90221	310-638-9417
PATRICIA G WILLIAMS	1733 ALAMEDA ST, COMPTON, CA 90220	310-669-8802
BRADLEY A GOLDBLATT	4550 CLAYTON RD, CONCORD, CA 94521-2850	925-825-5585
HOWARD S GOLDBLATT	1691 MONUMENT BLVD, CONCORD, CA 94520-4101	925-680-7267
HOWARD S GOLDBLATT	1847 WILLOW PASS RD, CONCORD, CA 94520-2522	925-798-0581
HOWARD S GOLDBLATT	107 SUN VALLEY MALL, CONCORD, CA 94520	925-825-3503
FRANK GIANNOLA	2003 WHITLEY AVE, CORCORAN, CA 93212-2017	559-992-5833
DENNY LIU	3375 SUNRISE WAY, CORNING, CA 96021-9748	530-824-2671
KAREN LINTON-GRANSEE	1290 E ONTARIO AVE (W*M #2842), CORONA, CA 92881	951-280-9899
KAREN LINTON-GRANSEE	400 MCKINLEY ST, CORONA, CA 92879	951-371-7060
KAREN LINTON-GRANSEE	1215 MAGNOLIA AVE, CORONA, CA 92879	951-734-5211
KAREN LINTON-GRANSEE	310 S LINCOLN ST, CORONA, CA 92882	951-735-6690
KAREN LINTON-GRANSEE	1298 E ONTARIO AVE, CORONA, CA 92879	951-736-2800
EDDIE PUI LUN YUEN	2302 SERFAS CLUB DR, CORONA, CA 92882	951-340-9089
VIRGINIA F MANGIONE	3099 S BRISTOL ST, COSTA MESA, CA 92626	714-540-1951
VIRGINIA F MANGIONE	3333 S BRISTOL, COSTA MESA, CA 92626	714-540-7801
ROBERT M NIBEEL	290 BRISTOL STREET, COSTA MESA, CA 92626	949-756-8708
NEAL RUBY	635 W 19TH ST, COSTA MESA, CA 92627	949-631-1943
NEAL RUBY	2300 HARBOR BLVD STE M, COSTA MESA, CA 92626	949-642-7561
TERENCE P SOLON	3141 HARBOR BLVD, COSTA MESA, CA 92626	714-549-1279

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ABDUL RAHIM AREF	121 N GRAND AVE, COVINA, CA 91723	626-858-1750
MICHAEL E PERNECKY	1275 N AZUSA AVE (WM), COVINA, CA 91722	626-974-8852
KENNETH WORLEY	928 N AZUSA AVE, COVINA, CA 91722	626-859-0176
TIMOTHY WILLIAMSON	380 M ST, CRESCENT CITY, CA 95531-4119	707-464-1913
RANDELL S BAREMOR	24078 LAKE DR, CRESTLINE, CA 92325	909-338-3660
RONALD DALEY	8029 ATLANTIC AVE, CUDAHY, CA 90201	323-560-1660
LEE A FREEMAN	10990 N STELLING RD, CUPERTINO, CA 95014	408-255-7576
ISABELLE VILLASENOR	10115 VALLEY VIEW RD, CYPRESS, CA 90630-4602	714-826-3861
EDWARD M CARTER	505 SERRAMONTE BLVD, DALY CITY, CA 94015-4372	650-756-0993
EDWARD M CARTER	132 SERRAMONTE CTR, DALY CITY, CA 94015-2345	650-756-5944
STEVEN T ENG	2450 JUNIPERO SERRA BLVD, DALY CITY, CA 94015-1632	650-756-6300
SYED ALI HUSAIN	2750 GENEVA AVE, DALY CITY, CA 94014-1521	415-467-1666
ROBERT M NIBEEL	34277 S PACIFIC COAST HWY, DANA POINT, CA 92629-2823	949-661-2643
PHYLLIS GOLDBLATT	10000 CROW CANYON RD, DANVILLE, CA 94526	925-736-8940
ANTHONY M SANCHEZ	4444 CHILES RD, DAVIS, CA 95616-4340	530-753-5001
CHRISTIAN M SANDOVAL	2705 VIA DE LA VALLE, DEL MAR, CA 92014-1905	858-481-8595
VICTOR J CINQUEMANI	907 CECIL AVE, DELANO, CA 93215-1420	661-725-4646
RICHARD M SHALHOUB	14280 PALM DR, DESERT HOT SPRINGS, CA 92240-6846	760-329-3449
BRYAN CARMACK	21095 GOLDEN SPRINGS RD, DIAMOND BAR, CA 91789	909-598-4150
BRYAN CARMACK	205 S DIAMOND BAR BLVD, DIAMOND BAR, CA 91765-1606	909-861-2624
BETTY ANN TORRES	1725 E EL MONTE WAY, DINUBA, CA 93618-9317	559-591-1456
JAVIER TORRES	700 W EL MONTE WAY - WM# 5394, DINUBA, CA 93618	559-591-6446
BRADLEY A GOLDBLATT	14896 HIGHWAY 4, DISCOVERY BAY, CA 94514	925-513-4025
ANTHONY M SANCHEZ	1410 ARY LN, DIXON, CA 95620-4200	707-678-1256
RONALD J PIAZZA	10207 LAKEWOOD BLVD, DOWNEY, CA 90240	562-622-9248
PONGDEJ TULAPHORN	8855 ROSECRANS AVE, DOWNEY, CA 90242	562-529-7704
PONGDEJ TULAPHORN	7440 E. FIRESTONE BLVD., DOWNEY, CA 90241	562-622-2716
PONGDEJ TULAPHORN	9475 FIRESTONE BLVD., DOWNEY, CA 90241	562-923-0313
RUSSELL A ANDRES JR.	1600 S MOUNTAIN AVE (WALMART #2401), DUARTE, CA 91010	626-359-3202
MICHAEL E PERNECKY	1122 E HUNTINGTON DR, DUARTE, CA 91010-2451	626-359-0985
JASON D GOLDBLATT	7145 DUBLIN AVE, DUBLIN, CA 94568	925-829-0292
RANDOLPH A GARCIA	7331 N FIGEUROA ST, EAGLE ROCK, CA 90041	323-344-7423
GREGORIO VASQUEZ	1855 E FLORIDA AVE, EAST HEMET, CA 92544	951-658-4853
NORMAN CARTER	15710 LEFFINGWELL RD, EAST LA MIRADA, CA 90604-3325	562-947-4887
FRANK M SANCHEZ	5545 E WHITTIER BLVD, EAST LOS ANGELES, CA 90022	323-721-1345
ROBERT E SANCHEZ	269 S ATLANTIC BLVD, EAST LOS ANGELES, CA 90022	323-264-7433
ROBERT E SANCHEZ	3868 E 3RD ST, EAST LOS ANGELES, CA 90063	323-265-3029
LARRY C TRIPPLETT	1721 E BAYSHORE AVE, EAST PALO ALTO, CA 94303	650-328-2184
LARRY C TRIPPLETT	2401 UNIVERSITY AVE, EAST PALO-ALTO, CA 94304	650-326-6090
DENNIS GRASPOINTNER	13781 MONO WAY, EAST SONORA, CA 95370-8808	209-533-1226
RICHARD M SHALHOUB	12508 LIMONITE AVE, EASTVALE, CA 91752	951-280-0226
STAN FIDDELKE	886 FLETCHER PKY, EL CAJON, CA 92020-1818	619-579-2228
RALPH GRIMMER	737 PARKWAY PLZ (SATELLITE), EL CAJON, CA 92020	619-444-4988
LESLIE MANNES	281 N 2ND ST, EL CAJON, CA 92021-7243	619-447-9595
PHILIP R PALUMBO	13574 CAMINO CANADA, EL CAJON, CA 92021	619-390-6571
PHILIP R PALUMBO	1695 E MAIN ST, EL CAJON, CA 92021-5205	619-442-5885
JOSEPH JOHNSON	2150 N. WATERMAN, EL CENTRO, CA 92243	760-336-2504
JOSEPH JOHNSON	345 N IMPERIAL AVE, EL CENTRO, CA 92243-2326	760-353-0446
JOSEPH JOHNSON	1990 S 4TH ST, EL CENTRO, CA 92243	760-353-8511
ROBERT E SANCHEZ	9960 E VALLEY BLVD, EL MONTE, CA 91731	626-350-3375
ROBERT E SANCHEZ	4851 SANTA ANITA RD, EL MONTE, CA 91731	626-443-9272
ROBERT E SANCHEZ	11612 E VALLEY BLVD, EL MONTE, CA 91732-3036	626-579-1047
DANA COOK	2715 BLACK OAK DR, EL PASO DE ROBLES, CA 93446	805-239-2805
RICHARD BLADE	101 S SEPULVEDA BLVD, EL SEGUNDO, CA 90245	310-640-2019
ISABELLE VILLASENOR	23861 BRIDGER RD, EL TORO, CA 92630-3712	949-768-2976
DENNIS W CALDWELL	4312 TOWN CENTER BLVD, ELDORADO HILLS, CA 95762	916-933-2868
DENNIS W CALDWELL	2733 ELK GROVE BLVD, ELK GROVE, CA 95758	916-478-9245
PATRICIA A POWELSON	8710 ELK GROVE BLVD, ELK GROVE, CA 95624-1737	916-685-6133
STEVEN M RAMIREZ	7527 LAGUNA BLVD, ELK GROVE, CA 95758	916-683-1535
STEVEN M RAMIREZ	8465 ELK GROVE BLVD (W*M #1697), ELK GROVE, CA 95758	916-683-2356
STEVEN M RAMIREZ	8282 LAGUNA BLVD, ELK GROVE, CA 95758	916-691-3231
MATTHEW T SCHULZ	1271 ENCHINITAS, ENCINITAS, CA 92024	760-436-3981
MATTHEW T SCHULZ	1064 N EL CAMINO REAL, ENCINITAS, CA 92024	760-943-9498
HELEN HO	17641 VENTURA BLVD, ENCINO, CA 91316-3842	818-995-0052
STEVEN HO	15700 VENTURA BLVD, ENCINO, CA 91436	818-784-0117
LESLIE MANNES	340 W MISSION AVE, ESCONDIDO, CA 92025	760-741-0368
LESLIE MANNES	1146 E VALLEY PKY, ESCONDIDO, CA 92025	760-746-2720
MARTIN D WRONSKI	200 VIA RANCHO PKY #249 (SATELLITE), ESCONDIDO, CA 92025	760-432-0612
MARTIN D WRONSKI	360 W FELICITA AVE, ESCONDIDO, CA 92025-6516	760-489-0230
MARTIN D WRONSKI	3400 DEL LAGO BLVD, ESCONDIDO, CA 92029	760-738-8086
MARTIN D WRONSKI	1050 W VALLEY PKY, ESCONDIDO, CA 92029	760-745-8797
JESSE J KLAIR	1730 4TH ST, EUREKA, CA 95501-0722	707-442-8821
GERALD W REECE	3450 S BROADWAY, EUREKA, CA 95503-3848	707-442-5981
ROGER P DELPH	1109 W VISALIA RD, EXETER, CA 93221-2204	559-592-5810
KENNETH W RISTUBEN	7900 MADISON AVE, FAIR OAKS, CA 95628	916-967-8267
TERRY RITCHEY	5301 HAZEL AVE, FAIR OAKS, CA 95628	916-967-1642
PHYLLIS GOLDBLATT	4400 CENTRAL PL, FAIRFIELD, CA 94533	707-864-1001

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
HARRIS LIU	3080 TRAVIS BLVD, FAIRFIELD, CA 94533-3443	707-422-1044
LISA TOLBERT	699 BECK AVE, FAIRFIELD, CA 94533	707-421-9137
C. C YIN	2212 N TEXAS ST, FAIRFIELD, CA 94533-2102	707-421-2867
C. C YIN	NWC N TEXAS & ATLANTIC, FAIRFIELD, CA 94533	707-425-2692
C. C YIN	TRAVIS BLVD (SATELLITE), FAIRFIELD, CA 94534	707-429-2339
MARTIN D WRONSKI	1050 S MAIN ST, FALLBROOK, CA 92028	760-728-6359
ROGER P DELPH	430 W NOBLE RD, FARMERSVILLE, CA 93223	559-741-1794
RICHARD M BECHGUENTURIAN	908 VENTURA ST, FILLMORE, CA 93015	805-524-4122
JAMES A ABBATE	46330 PANOCHE RD, FIREBAUGH, CA 93622	559-659-6918
TARA KASSITY	697 E BIDWELL ST, FOLSOM, CA 95630-3120	916-983-7715
COURTNEY RISTUBEN	6612 FOLSOM/AUBURN RD, FOLSOM, CA 95630-2103	916-987-0151
KENNETH W RISTUBEN	170 IRON POINT RD, FOLSOM, CA 95630	916-351-9201
TERRY RITCHIEY	2757 E BIDWELL ST, FOLSOM, CA 95630	916-984-6305
JULIE CARTIE	10143 SIERRA AVE, FONTANA, CA 92335-6724	909-428-7932
JULIE CARTIE	11663 CHERRY LN, FONTANA, CA 92337	909-854-5266
EDDIE PUI LUN YUEN	3870 SIERRA, FONTANA, CA 91759	909-349-1262
EDDIE PUI LUN YUEN	17251 FOOTHILL BLVD (W*M #1756), FONTANA, CA 92335	909-428-7988
EDDIE PUI LUN YUEN	17017 SIERRA LAKES PKWY., FONTANA, CA 92377	909-574-2087
LARRY S KAPLAN	26692 PORTOLA PKY, FOOTHILL RANCH, CA 92610	949-460-0203
EDWARD GALLO, JR.	5852 DENNIS MCCARTHY DR, FORT TEJON, CA 93243	661-858-2127
GERALD W REECE	761 S FORTUNA BLVD, FORTUNA, CA 95540-3034	707-725-9530
VALERIE KILDUFF	1101 TRITON DR, FOSTER CITY, CA 94404-1213	650-341-4832
VIRGINIA F MANGIONE	11321 TALBERT AVE, FOUNTAIN VALLEY, CA 92708-5408	714-434-0717
ROBERT M NIBEEL	18962 BROOKHURST ST, FOUNTAIN VALLEY, CA 92708-7306	714-968-8901
BRUCE SALAZAR	327 W MERCED, FOWLER, CA 93625	559-834-2740
MARK BERNARDIN	40708 GRIMMER BLVD, FREMONT, CA 94538-2845	510-490-0929
MARK BERNARDIN	42800 MISSION BLVD, FREMONT, CA 94539-5301	510-656-9375
MARK BERNARDIN	38860 FREMONT BLVD, FREMONT, CA 94536-6909	510-790-3954
ANTHONY EWELL	3990 DECOTO RD, FREMONT, CA 94536	510-742-1438
COSME W FAGUNDO	4101 CUSHING PKY, FREMONT, CA 94536	510-656-5692
SOHAN SHARMA	40580 ALBRAE STREET (WM 5426), FREMONT, CA 94538	510-656-3217
SOHAN SHARMA	4318 THORNTON AVE, FREMONT, CA 94536-4828	510-791-7400
A. KENNETH BENDER	5222 W SHAW AVE, FRESNO, CA 93722-5030	559-276-7722
MARC A NEWMAN	1695 E SHAW AVE, FRESNO, CA 93710-8101	559-226-6668
MARC A NEWMAN	6768 N CEDAR, FRESNO, CA 93710-4403	559-324-7168
DAWN SALAZAR	3110 E JENSEN, FRESNO, CA 93706-5113	559-266-8381
DAWN SALAZAR	3798 W SHIELDS AVE, FRESNO, CA 93722-6702	559-274-1284
JAVIER TORRES	3237 W SHAW AVE, FRESNO, CA 93711-3225	559-225-2870
JAVIER TORRES	3680 W SHAW (W*M #1815), FRESNO, CA 93722	559-271-4843
JAVIER TORRES	7025 N INGRAM AVE, FRESNO, CA 93650	559-432-5593
JAVIER TORRES	7065 INGRAM AVE (W*M #2985), FRESNO, CA 93650	559-432-8250
JAVIER TORRES	7035 N MARKS AVE, FRESNO, CA 93711-0261	559-438-8485
JAVIER TORRES	1248 N BLACKSTONE, FRESNO, CA 93703	559-498-8435
ROBERT MENDES	1190 S MAIN ST, FT BRAGG, CA 95437	707-964-3122
BRYAN CARMACK	1341 S BROOKHURST RD, FULLERTON, CA 92833-4459	714-870-0171
SCOTT A FRISBIE	119 E CHAPMAN AVE, FULLERTON, CA 92832	714-879-3338
PETER E HORNER	205 IMPERIAL HWY, FULLERTON, CA 92835	714-447-6923
PETER E HORNER	1891 W MALVERN AVE, FULLERTON, CA 92833	714-680-6830
CRAIG M SCHRADER	324 PINE ST, GALT, CA 95632-2046	209-745-2909
VIRGINIA F MANGIONE	13971 HARBOR BLVD, GARDEN GROVE, CA 92843	714-554-5758
ROBERT M NIBEEL	9852 WESTMINSTER AVENUE, GARDEN GROVE, CA 92844-2907	714-530-3694
PATTI ANN WIDDICOMBE	9845 CHAPMAN AVE, GARDEN GROVE, CA 92841	714-530-0410
PATTI ANN WIDDICOMBE	11171 GARDEN GROVE BLVD, GARDEN GROVE, CA 92840	714-537-4605
PATTI ANN WIDDICOMBE	12051 VALLEY VIEW, GARDEN GROVE, CA 92845	714-898-1115
PATTI ANN WIDDICOMBE	12542 HARBOR BLVD, GARDEN GROVE, CA 92840-5803	714-971-2840
DONALD BAILEY SR.	850 W ROSECRANS AVE, GARDENA, CA 90247	310-538-3279
TI CHANG	1415 W REDONDO BEACH BLVD, GARDENA, CA 90247-3310	310-324-8619
TI CHANG	1398 ARTESIA BLVD, GARDENA, CA 90248-3371	310-538-4977
TI CHANG	15810 CRENSHAW BLVD, GARDENA, CA 90249-4831	310-538-5183
TI CHANG	1747 W EL SEGUNDO BLVD, GARDENA, CA 90249-2011	323-779-7322
PATRICIA G WILLIAMS	15235 S FIGUEROA AVE, GARDENA, CA 90248	310-329-5511
GARY CARLISLE	HWY 101 & HWY 152 (W*M #2002), GILROY, CA 95020	408-848-3820
JANET C PEAT	797 1ST ST, GILROY, CA 95020-4918	408-842-2524
STEPHEN D PEAT	6990 CHESTNUT ST, GILROY, CA 95020-6635	408-842-7775
STEPHEN D PEAT	8390 ARROYO CIR, GILROY, CA 95020	408-847-5446
RICHARD G BECHGUENTURIAN	1322 GLENDALE GALLERIA MALL, GLENDALE, CA 91213	818-550-7550
MICHAEL E PERNECKY	1544 CANADA BLVD, GLENDALE, CA 91208	818-553-1812
PAUL PERNECKY	1835 ALOSTA AVE, GLENDALE, CA 91741	626-963-4781
KENNETH WORLEY	117 W ARROW HWY, GLENDALE, CA 91740-5963	626-963-2210
DAVID S PETERSON	6900 MARKETPLACE DR, GOLETA, CA 93117	805-961-8159
RAYMOND COSTA	805 5TH ST, GONZALES, CA 93926	831-675-8753
RICHARD M BECHGUENTURIAN	49714 GORMAN SCHOOL RD, GORMAN, CA 93243	661-248-1513
STEVEN C TECK	11840 BALBOA BLVD, GRANADA HILLS, CA 91344	818-360-8859
MAX RUIZ	11954 NEVADA CITY HWY, GRASS VALLEY, CA 95945-9302	530-273-2518
MARK BURINGTON	1513 HWY 99, GRIDLEY, CA 95948-3106	530-846-3222
KEITH HANDLEY	1550 GRAND AVE, GROVER CITY, CA 93433	805-481-0560
JAMES A ABBATE	430 1ST AVE, GUSTINE, CA 95322	209-854-3442

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PETER E HORNER	3123 HACIENDA BLVD, HACIENDA HEIGHT, CA 91745	626-961-9351
MARK BROWNSTEIN ESTATE	15628 GALE AVE, HACIENDA HEIGHTS, CA 91745-1516	626-333-8908
CONRAD J FREEMAN JR.	100 N CABRILLO HWY, HALF MOON BAY, CA 94019-1609	650-726-1222
FRANK GIANNOLA	250 S 12TH AVE (W*M #1645), HANFORD, CA 93230	559-582-4115
FRANK GIANNOLA	810 W GRANGEVILLE, HANFORD, CA 93230	559-584-1988
FRANK GIANNOLA	335 W LACEY BLVD, HANFORD, CA 93230-4435	559-584-3422
FRANK GIANNOLA	12TH AND HANFORD MALL LOOP, HANFORD, CA 93230	559-587-4558
RONALD J PIAZZA	12029 E CARSON ST, HAWAIIAN GARDENS, CA 90716	562-402-8039
TAWNIE L BLADE	5306 W ROSECRANS AVE, HAWTHORNE, CA 90250	310-643-6691
BRADLEY A GOLDBLATT	18708 HESPERIAN BLVD, HAYWARD, CA 94541-2248	510-481-2825
BRADLEY A GOLDBLATT	2299 W TENNYSON RD, HAYWARD, CA 94545-4233	510-887-3021
JASON D GOLDBLATT	26253 MISSION BLVD, HAYWARD, CA 94544-3030	510-538-8447
JASON D GOLDBLATT	355 W A ST, HAYWARD, CA 94541	510-732-1901
TIMOTHY PAUL MORGAN	23989 WATKINS ST, HAYWARD, CA 94544-1028	510-881-5294
LARRY C TRIPPLETT	30147 INDUSTRIAL PKY, HAYWARD, CA 94544-6905	510-471-8292
ELIZABETH Y LIN	110 HEALDSBURG AVE, HEALDSBURG, CA 95448-4018	707-431-8846
MARY VEGA NICHOLS	SANDERSON & STETSON, HEMET, CA 92543	951-652-2412
GREGORIO VASQUEZ	2321 W FLORIDA, HEMET, CA 92545	951-658-4603
ALAN S WONG	1570 SYCAMORE AVE, HERCULES, CA 94547-1701	510-245-0912
RICHARD BLADE	1107 PACIFIC COAST HWY, HERMOSA BEACH, CA 90254	310-798-2832
FRANK M SANCHEZ	17284 MAIN ST, HESPERIA, CA 92345-6118	760-948-1202
FRANK M SANCHEZ	14466 MAIN ST PAD G, HESPERIA, CA 92345	760-948-2171
CHRISTOPHER ISHIDA	4210 HIGHLAND AVE (W*M #1914), HIGHLAND, CA 92346-2742	909-863-0906
RICHARD M SHALHOUB	27774 BASELINE AVE, HIGHLAND, CA 92346	909-863-9400
DENNIS GRASPOINTNER	7960 N LANDER AVE, HILMAR, CA 95324	209-669-9982
GARY CARLISLE	151 SAN FELIPE RD, HOLLISTER, CA 95023-3029	831-637-0553
GARY CARLISLE	1711 AIRLINE HWY, HOLLISTER, CA 95023	831-637-9143
LUCRETIA BECHGUENTURIAN	11055 BURBANK BLVD, HOLLYWOOD, CA 91601	818-985-2034
SUSAN C MASSIE	1413 N VINE, HOLLYWOOD, CA 90038	323-461-0863
SUSAN C MASSIE	6776 HOLLYWOOD BLVD, HOLLYWOOD, CA 90028	323-464-2720
SUSAN C MASSIE	1133 N LA BREA AVE, HOLLYWOOD, CA 90038	323-876-8844
ANGELO A LARDAS	18665 BEACH BLVD, HUNTINGTON BEACH, CA 92646	714-842-2428
ANGELO A LARDAS	16866 BEACH BLVD, HUNTINGTON BEACH, CA 92647-4800	714-848-1361
CATHERINE LARDAS	5095 WARNER AVE, HUNTINGTON BEACH, CA 92649	714-377-9201
CATHERINE LARDAS	20362 BEACH BLVD, HUNTINGTON BEACH, CA 92646	714-536-7977
CATHERINE LARDAS	8320 TALBERT (W*M #2636), HUNTINGTON BEACH, CA 92647	714-842-4457
CATHERINE LARDAS	6561 EDINGER BLVD, HUNTINGTON BEACH, CA 92647	714-895-1476
CATHERINE LARDAS	19350 GOLDENWEST, HUNTINGTON BEACH, CA 92648	714-960-2935
ROBERT S ARCINIAGA	2584 SLAUSON AVE, HUNTINGTON PARK, CA 90255-2837	323-581-4267
ROBIN W SEDER	1135 PALM AVE, IMPERIAL BEACH, CA 91932	619-423-8811
RICHARD M SHALHOUB	42550 JACKSON STREET, INDIO, CA 92203	760-347-0506
RICHARD M SHALHOUB	81-544 HIGHWAY 111, INDIO, CA 92201-5411	760-347-7556
DONALD BAILEY SR.	401 MANCHE STER BLVD, INGLEWOOD, CA 90301	310-677-7575
DONALD BAILEY SR.	2900 IMPERIAL HWY, INGLEWOOD, CA 90303-3113	323-757-8302
ROBERT M NIBEEL	3853 PORTOLA PARKWAY, IRVINE, CA 92620	714-505-3300
ROBERT M NIBEEL	1780 MAIN ST, IRVINE, CA 92614-6717	949-250-1728
ROBERT M NIBEEL	84 CORPORATE PARK, IRVINE, CA 92606	949-251-1901
ROBERT M NIBEEL	5445 ALTON PKY, IRVINE, CA 92614	949-551-4700
ROBERT M NIBEEL	15459 CULVER DR, IRVINE, CA 92606	949-552-5959
ROBERT M NIBEEL	16231 LAKE FOREST DR, IRVINE, CA 92618	949-788-0024
MICHAEL E PERNECKY	6650 IRWINDALE AVE, IRWINDALE, CA 91702	626-815-8979
KENNETH WORLEY	5203 IRWINDALE AVE, IRWINDALE, CA 91706	626-813-4323
A. KENNETH BENDER	15100 W WHITESBRIDGE AVE, KERMAN, CA 93630-1019	559-846-8023
JAMES A ABBATE	27513 WARD AVE, KETTLEMAN CITY, CA 93239	559-386-0406
RAYMOND COSTA	1350 BROADWAY CIR, KING CITY, CA 93930-3528	831-385-4323
BRUCE SALAZAR	520 SIERRA ST, KINGSBURG, CA 93631-1710	559-897-4802
JULIE PERNECKY	449 FOOTHILL BLVD, LA CANADA FLINTRIDGE, CA 91011-3504	818-790-5043
MARK BROWNSTEIN ESTATE	1400 S BEACH BLVD, LA HABRA, CA 90631	562-690-4682
MARTIN RUBY	801 E WHITTIER BLVD, LA HABRA, CA 90631-3932	562-690-0034
PHILIP R PALUMBO	3781 AVOCADO BLVD, LA MESA, CA 91941-7301	619-670-6673
CHRISTOPHER ROWE	5500 GROSSMONT CTR (W*M #5140), LA MESA, CA 91942	619-460-0165
PETER E HORNER	5062 ORANGETHORPE AVE, LA PALMA, CA 90623-1110	714-521-2140
REGINALD WEBB	1830 N HACIENDA BLVD, LA PUENTE, CA 91744-1141	626-918-4400
RICHARD M SHALHOUB	78-962 HIGHWAY 111, LA QUINTA, CA 92253	760-564-0618
RICHARD M SHALHOUB	79-225 HWY 111 (W*M #1805), LA QUINTA, CA 92253	760-564-7701
BRYAN CARMACK	2269 FOOTHILL BLVD, LA VERNE, CA 91750	909-596-5744
FREDRICK G HILL	27612 ANTONIO PARKWAY, LADERA RANCH, CA 92694	949-364-8500
HOWARD S GOLDBLATT	3459 MOUNT DIABLO BLVD, LAFAYETTE, CA 94549	925-284-6215
ROBERT M NIBEEL	25192 CABOT RD, LAGUNA HILLS, CA 92653-5502	949-462-0448
ROBERT M NIBEEL	30305 GOLDEN LANTERN, LAGUNA NIGUEL, CA 92677	949-363-0762
ROBERT M NIBEEL	27470 ALICIA PKY (W*M #2206), LAGUNA NIGUEL, CA 92677	949-448-7148
ROBERT M NIBEEL	27331 LA PAZ RD, LAGUNA NIGUEL, CA 92656	949-643-3326
RANDELL S BAREMOR	28200 BLDG D, LAKE ARROWHEAD, CA 92352-0026	909-693-3413
ALEX D MESTAS	31700 GRAPE ST (W*M #2077), LAKE ELSINORE, CA 92330	951-245-4132
ALEX D MESTAS	18283 COLLIER AVE., LAKE ELSINORE, CA 92530	951-245-5079
ALEX D MESTAS	31650 MISSION TRL, LAKE ELSINORE, CA 92530	951-245-9413
JENNIFER BRIONES	24511 TRABUCO RD, LAKE FOREST, CA 92630-2161	949-206-9085

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROBERT M NIBEEL	23742 ROCKFIELD DR, LAKE FOREST, CA 92630	949-581-9261
ROSALBA A SAVERS	6300 LAKE ISABELLA BLVD, LAKE ISABELLA, CA 93240	760-379-2399
REGINA YIN	1077 LAKEPORT BLVD, LAKEPORT, CA 95453-0058	707-263-6190
PAUL F SCHMID	9614 WINTER GARDENS BLVD, LAKESIDE, CA 92040-3909	619-390-2706
RONALD J PIAZZA	2707 E CARSON ST, LAKEWOOD, CA 90712	562-421-5526
RONALD J PIAZZA	4848 WOODRUFF AVE, LAKEWOOD, CA 90713	562-429-6525
RONALD J PIAZZA	6741 E CARSON ST, LAKEWOOD, CA 90712	562-496-1168
RONALD J PIAZZA	4910 LAKEWOOD BLVD, LAKEWOOD, CA 90712	562-531-0478
RONALD J PIAZZA	5739 BELLFLOWER BLVD, LAKEWOOD, CA 90712	562-804-4362
SEAN PIAZZA	2970 CARSON ST (WALMART #2609), LAKEWOOD, CA 90712	562-627-0238
ROSALBA A SAVERS	10320 MAIN ST, LAMONT, CA 93241	661-845-3529
ARLENE LADDARAN	1200 W AVE K, LANCASTER, CA 93534-5922	661-945-8615
ARLENE LADDARAN	839 W AVE I, LANCASTER, CA 93534-1926	661-948-4119
ANDREW MARROQUIN	43645 CHALLENGER WAY, LANCASTER, CA 93535	661-940-6824
HERNANDO MARROQUIN	3015 W AVE L, LANCASTER, CA 93534	661-722-1187
HERNANDO MARROQUIN	1860 E AVE J, LANCASTER, CA 93535	661-723-3312
HERNANDO MARROQUIN	44665 VALLEY CENTRAL WAY *WM #1563, LANCASTER, CA 93536	661-723-9770
HERNANDO MARROQUIN	1731 E AVE J (W*M #2951), LANCASTER, CA 93535	661-726-4800
HERNANDO MARROQUIN	2301 LANCA STER BLVD, LANCASTER, CA 93536	661-949-1258
DONALD G SCHRADER	300 LOUISE, LATHROP, CA 95330	209-858-1266
JAMIE C STRAZA	7164 BROADWAY, LEMON GROVE, CA 92045	619-464-2044
FRANK GIANNOLA	1089 N LEMOORE AVE, LEMOORE, CA 93245-2336	559-924-5600
FRANK GIANNOLA	LEMOORE NAS BLDG 870, LEMOORE, CA 93246	559-998-6850
MARK RUIZ	290 G ST, LINCOLN, CA 95648	916-645-9757
ROSANNA RUIZ	NEC HWY 65, LINCOLN, CA 95648	916-408-6805
ROGER P DELPH	208 N HWY 65, LINDSAY, CA 93247-2701	559-562-4567
VICTOR QUIROZ	8507 PEARBLOSSOM HWY, LITTLEROCK, CA 93543	661-944-5997
TIMOTHY PAUL MORGAN	4528 LAS POSITAS RD, LIVERMORE, CA 94550	925-449-3016
TIMOTHY PAUL MORGAN	283 N P ST, LIVERMORE, CA 94550-3013	925-449-5768
TIMOTHY PAUL MORGAN	805 N. VASCO ROAD, LIVERMORE, CA 94550	925-961-9090
DENNIS GRASPOINTNER	381 JOSEPH GALLO DR, LIVINGSTON, CA 95334	209-394-3100
DONALD G SCHRADER	6440 W BANNER ST, LODI, CA 95242	209-334-9677
DONALD G SCHRADER	2350 W KETTLEMAN LN (W*M #1789), LODI, CA 95242	209-368-1467
DONALD G SCHRADER	2312 W. KETTLEMAN LANE, LODI, CA 95242	209-369-6344
NANCY J SCHRADER	200 W LODI AVE, LODI, CA 95240-3519	209-333-1183
NANCY J SCHRADER	841 E KETTLEMAN LN, LODI, CA 95240-6405	209-367-0640
DANA COOK	701 W CENTRAL AVE (W*M #1989), LOMPOC, CA 93436	805-736-4822
EDWARD C MADDUX	835 NORTH H ST, LOMPOC, CA 93436-4146	805-736-9669
KEVIN MAZZU	601 S MAIN ST, LONE PINE, CA 93545	760-876-4355
KEVIN KASHA	2290 N BELLFLOWER BLVD, LONG BEACH, CA 90815	562-430-3500
KEVIN KASHA	3302 E ANAHEIM BLVD, LONG BEACH, CA 90804-4025	562-494-3939
MICHAEL J MANGIONE JR.	6407 E SPRING ST, LONG BEACH, CA 90808	562-420-3854
MICHAEL J MANGIONE JR.	5860 CHERRY AVE, LONG BEACH, CA 90815	562-422-1920
MICHAEL J MANGIONE JR.	6959 ATLANTIC AVE, LONG BEACH, CA 90805	562-423-3758
MICHAEL J MANGIONE JR.	5020 LONG BEACH BLVD, LONG BEACH, CA 90805	562-428-6003
MICHAEL J MANGIONE JR.	1000 E 4TH ST, LONG BEACH, CA 90815	562-435-1808
MICHAEL J MANGIONE JR.	1830 LONG BEACH BLVD, LONG BEACH, CA 90806	562-591-1137
MICHAEL J MANGIONE JR.	151 E 5TH ST (WALMART #2949), LONG BEACH, CA 90802	562-901-3010
SEAN PIAZZA	7250 CARSON ST (WALMART #3477), LONG BEACH, CA 90808	562-425-6021
NEAL RUBY	640 LONG BEACH BLVD, LONG BEACH, CA 90813	562-437-6186
RICHARD M RUBY	2599 LONG BEACH BLVD, LONG BEACH, CA 90806-3157	562-426-8440
RICHARD M RUBY	1705 PACIFIC COAST HWY, LONG BEACH, CA 90810	562-432-1776
RONALD DALEY	3562 KATELLA AVE, LOS ALAMITOS, CA 90720	562-799-9232
ROBERT S ARCINIAGA	8681 S ALAMEDA, LOS ANGELES, CA 90002	323-583-3266
DEIRDRA BAILEY	700 STATE DR, LOS ANGELES, CA 90037-1237	213-746-4915
DONALD BAILEY JR.	2215 W. MARTIN LUTHER KING JR BLVD., LOS ANGELES, CA 90008	323-299-2259
DONALD BAILEY SR.	4011 S CENTRAL, LOS ANGELES, CA 90059	323-233-3548
DONALD BAILEY SR.	1900 W SLAUSON AVE, LOS ANGELES, CA 90062	323-294-5990
DONALD BAILEY SR.	3650 MARTIN LUTHER KING BLVD, LOS ANGELES, CA 90008	323-294-6500
DONALD BAILEY SR.	1071 MARTIN LUTHER KING JR BLVD, LOS ANGELES, CA 90037	323-731-3666
DONALD BAILEY SR.	1800 S WESTERN AVENUE, LOS ANGELES, CA 90006	323-735-3767
DONALD BAILEY SR.	7123 CRENSHAW BLVD, LOS ANGELES, CA 90043	323-750-2614
TAWNIE L BLADE	4680 LINCOLN BLVD, LOS ANGELES, CA 90292	310-305-4589
TI CHANG	NORMANDIE & 190TH (W*M #5072), LOS ANGELES, CA 90248	310-781-3729
TI CHANG	3602 S LA BREA AVE, LOS ANGELES, CA 90016-5312	323-295-0137
JOAN S CLARK	2838 CRENSHAW BLVD, LOS ANGELES, CA 90016-3604	323-731-0046
KIM DUNCAN DOBBINS	1728 LOMITA BLVD, LOS ANGELES, CA 90710	310-530-6505
KIM DUNCAN DOBBINS	1712 PACIFIC COAST HWY, LOS ANGELES, CA 90717	310-530-9520
NICOLE R ENEARU	100 WORLD WAY TERMINAL 1, LOS ANGELES, CA 90045	310-216-0821
RANDOLPH A GARCIA	1417 GLENDALE BLVD, LOS ANGELES, CA 90026	213-483-8661
RANDOLPH A GARCIA	LAX-TBIT, LOS ANGELES, CA 90045	310-670-9364
RANDOLPH A GARCIA	500 WORLD WAY (DELTA TERMINAL # 5), LOS ANGELES, CA 90045	310-670-9830
RANDOLPH A GARCIA	1660 VENICE BLVD, LOS ANGELES, CA 90006	323-733-8697
LINDSAY HUGHES	505 W FLORENCE AVE, LOS ANGELES, CA 90044	323-750-3693
LINDSAY HUGHES	988 W SLAUSON ST, LOS ANGELES, CA 90043	323-778-3526
FRANCES R JONES	6904 LA TIJERA BLVD, LOS ANGELES, CA 90045-1954	310-649-5617
FRANCES R JONES	8152 SUNSET BLVD, LOS ANGELES, CA 90046	323-656-2595

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
FRANCES R JONES	4650 SUNSET BLVD, LOS ANGELES, CA 90046-6016	323-666-1979
ARLENE LADDARAN	1763 W CENTURY BLVD, LOS ANGELES, CA 90050	323-754-7738
ANTHONY N LARDAS	4292 CRENSHAW BLVD, LOS ANGELES, CA 90008	323-292-4315
ANTHONY N LARDAS	5015 W SLAUSON AVE, LOS ANGELES, CA 90056	323-299-0974
ANTHONY N LARDAS	6345 WILSHIRE BLVD, LOS ANGELES, CA 90048	323-655-6116
KEITH R LOPATY	6100 TOPANGA CANYON BLVD. #2210C (SAT), LOS ANGELES, CA 91367	818-227-5690
RONALD S LOPATY	21901 ERWIN ST, LOS ANGELES, CA 91367	818-883-3463
SEAN Q LUCERO	2020 OLYMPIC BLVD, LOS ANGELES, CA 90006	213-389-4986
SEAN Q LUCERO	405 N ALVARADO ST, LOS ANGELES, CA 90026	213-413-3724
SEAN Q LUCERO	692 S ALVARADO ST, LOS ANGELES, CA 90057	213-483-8690
SEAN Q LUCERO	1625 W WILSHIRE BLVD, LOS ANGELES, CA 90017	213-483-8702
SEAN Q LUCERO	2810 SOUTH FIGUEROA ST, LOS ANGELES, CA 90007-3257	213-749-1105
SEAN Q LUCERO	1311 WASHINGTON BLVD, LOS ANGELES, CA 90006	213-749-7221
SEAN Q LUCERO	4000 S FIGUEROA, LOS ANGELES, CA 90037	323-232-6768
MICHAEL J MANGIONE JR.	3454 WILSHIRE BLVD, LOS ANGELES, CA 90010	213-380-2824
MICHAEL J MANGIONE JR.	695 S WESTERN AVE, LOS ANGELES, CA 90005	213-384-6414
MICHAEL J MANGIONE JR.	11800 WILMINGTON AVE, LOS ANGELES, CA 90059-3016	323-564-3448
MICHAEL J MANGIONE JR.	501 W IMPERIAL HWY, LOS ANGELES, CA 90044-4222	323-756-9006
SUSAN C MASSIE	5450 SUNSET BLVD, LOS ANGELES, CA 90027-5614	323-469-8133
PAUL PERNECKY	4947 HUNTINGTON DR, LOS ANGELES, CA 90032-1643	323-342-0669
PAUL PERNECKY	5008 N FIGUEROA ST, LOS ANGELES, CA 90042	323-982-1581
FRANK M SANCHEZ	690 ALAMEDA ST, LOS ANGELES, CA 90021	213-489-1989
FRANK M SANCHEZ	1310 E OLYMPIC BLVD, LOS ANGELES, CA 90021	213-612-0129
FRANK M SANCHEZ	330 S BROADWAY, LOS ANGELES, CA 90013-1208	213-620-9819
FRANK M SANCHEZ	943 SANTEE ST, LOS ANGELES, CA 90015	213-623-8088
FRANK M SANCHEZ	330 S HOPE ST, LOS ANGELES, CA 90071-3108	213-626-0709
FRANK M SANCHEZ	1111 S FIGUEROA ST, LOS ANGELES, CA 90015	213-742-7463
FRANK M SANCHEZ	201 W WASHINGTON BLVD, LOS ANGELES, CA 90007	213-746-0525
FRANK M SANCHEZ	1617 N EASTERN AVENUE, LOS ANGELES, CA 90063-1053	323-264-7300
JULIA N SANCHEZ	505 S FLOWER ST, LOS ANGELES, CA 90071-1798	213-627-6297
ROBERT E SANCHEZ	1716 MARENGO ST, LOS ANGELES, CA 90033-1315	323-221-4980
ROBERT E SANCHEZ	2224 N FIGUEROA ST, LOS ANGELES, CA 90065	323-223-3659
ROBERT E SANCHEZ	3105 N BROADWAY, LOS ANGELES, CA 90031-2703	323-227-4056
ROBERT E SANCHEZ	3458 WHITTIER BLVD, LOS ANGELES, CA 90023	323-263-2559
ROBERT E SANCHEZ	245 N SOTO ST, LOS ANGELES, CA 90033-2914	323-263-9447
ROBERT E SANCHEZ	1210 S SOTO ST, LOS ANGELES, CA 90023-2616	323-267-1717
MICHAEL S TECK	6433 FALLBROOK (WM #5152), LOS ANGELES, CA 91307	818-340-9944
PATRICIA G WILLIAMS	1160 E. ROSECRANS AVENUE, LOS ANGELES, CA 90059-3645	310-604-0502
PATRICIA G WILLIAMS	1118 SLAUSON AVENUE, LOS ANGELES, CA 90011-4800	323-231-2740
PATRICIA G WILLIAMS	1420 W MANCHESTER BLVD, LOS ANGELES, CA 90047-5422	323-752-9363
PATRICIA G WILLIAMS	10011 S AVALON BLVD, LOS ANGELES, CA 90003	323-756-7094
PATRICIA YOON	10611 W PICO BLVD, LOS ANGELES, CA 90064-2213	310-470-9918
PATRICIA YOON	10800 W PICO BLVD STE 309, LOS ANGELES, CA 90064	310-475-0820
PATRICIA YOON	5930 W PICO BLVD, LOS ANGELES, CA 90035-2658	323-933-1089
PATRICIA YOON	1231 S LA BREA AVE, LOS ANGELES, CA 90019-1627	323-936-5680
ANTHONY M ABBATE	929 W PACHECO BLVD, LOS BANOS, CA 93635-3931	209-826-1695
JOHN ABBATE	1575 W PACHECO BLVD (W*M #2117), LOS BANOS, CA 93635	209-826-6079
JOHN ABBATE	1480 S MERCEY SPRINGS RD, LOS BANOS, CA 93635-4928	209-827-0237
DONALD D LEFLER	15475 LOS GATOS BLVD, LOS GATOS, CA 95032-2501	408-356-3095
JAMES A ABBATE	14802 POWERS ST, LOST HILLS, CA 93249	661-797-2111
PATRICIA G WILLIAMS	11170 LONG BEACH BLVD, LYNWOOD, CA 90262	310-631-4311
PATRICIA G WILLIAMS	ATLANTIC & ABBOTT, LYNWOOD, CA 90262	310-632-5255
MICHAEL A AGOSTINI	1406 YOSEMITE, MADERA, CA 93637	559-664-9310
A. KENNETH BENDER	SEC CLEVELAND & SCHNOOR, MADERA, CA 93637	559-664-0905
A. KENNETH BENDER	1500 HOWARD RD, MADERA, CA 93637-5127	559-674-8241
A. KENNETH BENDER	1977 W CLEVELAND AVE (W*M #1583), MADERA, CA 93637	559-675-9345
NICHOLAS A LARDAS	22725 PACIFIC COAST HWY, MALIBU, CA 90265-5038	310-456-6996
KEVIN MAZZU	ONE SIERRA PARKWAY, MAMMOTH LAKES, CA 93546-7277	760-934-3357
RICHARD BLADE	1852 MANHATTAN BEACH BLVD, MANHATTAN BEACH, CA 90266-6222	310-318-1588
RICHARD BLADE	1203 ARTESIA BLVD, MANHATTAN BEACH, CA 90266-6904	310-379-7755
CATHLEEN SCHRADER	2050 DANIELS STREET, MANTECA, CA 95337	209-823-1133
CRAIG M SCHRADER	1236 W YOSEMITE AVE, MANTECA, CA 95336	209-239-3379
CRAIG M SCHRADER	1311 E YOSEMITE AVE, MANTECA, CA 95336-5003	209-239-5592
CRAIG M SCHRADER	1205 S MAIN ST (W*M #1840), MANTECA, CA 95336	209-239-8958
CRAIG M SCHRADER	1137 WEST LATHROP ROAD, MANTECA, CA 95336	209-825-8518
RICHARD LANDON HOFMAN	267 RESERVATION RD, MARINA, CA 93933-3185	831-384-9004
CRAIG M SCHRADER	12201 TRADE CENTER DR, MARTELL, CA 95654	209-223-1577
HOWARD S GOLDBLATT	1185 ARNOLD DR, MARTINEZ, CA 94553-4104	925-229-0757
HOWARD S GOLDBLATT	1021 ARNOLD DR (W*M #3493), MARTINEZ, CA 94553	925-370-1633
HOWARD S GOLDBLATT	700 COURT ST, MARTINEZ, CA 94553	925-372-0227
JOHN G COOK	316 E ST, MARYSVILLE, CA 95901-5925	530-742-6214
SEAN PIAZZA	5901 ATLANTIC AVE, MAYWOOD, CA 90270-3116	323-560-2300
JOEY CINQUEMANI	101 W SHERWOOD AVE, MCFARLAND, CA 93250	661-792-9049
JESSE J KLAIR	1500 ANNA SPARKS WAY STE E, MCKINLEYVILLE, CA 95519	707-839-8927
CONRAD J FREEMAN JR.	1100 EL CAMINO REAL, MENLO PARK, CA 94025-4308	650-321-1813
JAMES A ABBATE	1060 W 13TH ST, MERCED, CA 95340-5817	209-723-7030
JOHN ABBATE	705 MERCED MALL, MERCED, CA 95348	209-384-9873

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN ABBATE	1821 MOTEL DR, MERCED, CA 95340-5327	209-723-3538
JOHN ABBATE	206 W OLIVE AVE, MERCED, CA 95348-3136	209-723-6421
JOHN ABBATE	3055 LOUGHBOROUGH DR (W*M #2039), MERCED, CA 95340	209-723-6425
SYED ALI HUSAIN	600 REDWOOD HWY, MILL VALLEY, CA 94941-3071	415-383-0184
VALERIE KILDUFF	1101 EL CAMINO REAL, MILLBRAE, CA 94030	650-873-3680
COSME W FAGUNDO	1854 N MILPITAS BLVD, MILPITAS, CA 95035-2714	408-945-6466
STACEY HENLEY	1249 GREAT MALL DR, MILPITAS, CA 95035	408-935-8225
STACEY HENLEY	301 RANCH RD (W*M #2119), MILPITAS, CA 95035	408-942-1784
STACEY HENLEY	41 RANCH DR, MILPITAS, CA 95035	408-946-9099
FREDRICK G HILL	27700 SANTA MARGARITA PKY, MISSION VIEJO, CA 92691-6653	949-380-0911
SHARON M MACDONALD	26902 TRABUCO RD, MISSION VIEJO, CA 92691	949-855-0336
DENNIS GRASPOINTNER	1280 E WHITMORE, MODESTO, CA 95380	209-541-1038
DENNIS GRASPOINTNER	901 N CARPENTER RD, MODESTO, CA 95351-1182	209-544-2350
DENNIS GRASPOINTNER	2225 PLAZA PKWY (W*M #1587), MODESTO, CA 95350	209-544-6392
DENNIS GRASPOINTNER	4120 DALE RD, MODESTO, CA 95356-9240	209-545-7932
DENNIS GRASPOINTNER	3430 TULLY RD, MODESTO, CA 95350-0815	209-572-1664
DENNIS GRASPOINTNER	900 9TH ST, MODESTO, CA 95352	209-574-6177
DENNIS GRASPOINTNER	3801 YOSEMITE BLVD, MODESTO, CA 95354	209-577-5063
JAY HAZARI	1800 PRESCOTT RD, MODESTO, CA 95350-2561	209-521-9734
JAY HAZARI	2118 MCHENRY AVE, MODESTO, CA 95350-3213	209-529-9984
CARL M JEVERT, JR	1324 E HATCH RD, MODESTO, CA 95351-5011	209-537-7587
STEVEN M RAMIREZ	801 OAKDALE AVE, MODESTO, CA 95355	209-522-8922
STEVEN M RAMIREZ	2601 OAKDALE RD, MODESTO, CA 95355-2254	209-575-1275
HERNANDO MARROQUIN	16150 SIERRA HWY, MOJAVE, CA 93501-1520	661-824-4223
RUSSELL A ANDRES JR.	480 W HUNTINGTON DR, MONROVIA, CA 91016	626-932-0102
CANDACE SPIEL	4525 MISSION BLVD, MONTCLAIR, CA 91763	909-627-6657
REGINALD WEBB	9141 CENTRAL AVE, MONTCLAIR, CA 91763-1624	909-626-2299
EDDIE PUI LUN YUEN	5060 MONTCLAIR PLAZA LANE, MONTCLAIR, CA 91763	909-626-6901
JULIE PERNECKY	2020 W BEVERLY BLVD, MONTEBELLO, CA 90640-3939	323-721-5447
PAUL PERNECKY	720 N SAN GABRIEL BLVD, MONTEBELLO, CA 90640	626-571-2334
RICHARD LONDON HOFMAN	610 DEL MONTE AVE, MONTEREY, CA 93940-2455	831-373-3939
DEBORAH I VOSS	COLLINS ROAD & CAMPUS PARK DRIVE, MOORPARK, CA 93021	805-531-1150
DEBORAH I VOSS	501 NEW LOS ANGELES, MOORPARK, CA 93021	805-532-2043
THOMAS J MANGIONE	26200 IRIS AVENUE, MORENO VALLEY, CA 92555	951-242-2344
THOMAS J MANGIONE	12371 PERRIS BLVD, MORENO VALLEY, CA 92553	951-242-6557
THOMAS J MANGIONE	23831 SUNNYMEAD BLVD, MORENO VALLEY, CA 92553	951-243-0909
THOMAS J MANGIONE	24440 ALESSANDRO BLVD, MORENO VALLEY, CA 92553	951-485-2090
JAMES C HENLEY	135 COCHRANE PLZ, MORGAN HILL, CA 95037-2812	408-779-0052
JAMES C HENLEY	201 VINEYARD TOWN CTR, MORGAN HILL, CA 95037-5445	408-779-8182
JAMES C HENLEY	17025 CONDIT RD, MORGAN HILL, CA 95037	408-782-0739
KEITH HANDLEY	780 QUINTANA RD, MORRO BAY, CA 93442-1940	805-772-6703
CONRAD J FREEMAN JR.	1060 RENGSTORFF AVE, MOUNTAIN VIEW, CA 94043	650-428-0960
CONRAD J FREEMAN JR.	600 SHOWERS DR (W*M #2280), MOUNTAIN VIEW, CA 94040	650-917-9848
CONRAD J FREEMAN JR.	952 EL MONTE AVE, MOUNTAIN VIEW, CA 94040-2355	650-967-0328
ALEX D MESTAS	25280 MADISON AVE, MURRIETA, CA 92562	951-698-3278
ALEX D MESTAS	41200 MURRIETA HOT SPRINGS RD (W*M #2952), MURRIETA, CA 92562-9479	951-894-2701
PATRICIA J MESTAS	39888 LOS ALAMOS RD, MURRIETA, CA 92562	951-698-0725
GORDON T TUCKER	39196 WINCHESTER ROAD, MURRIETA, CA 92563	951-461-8044
SCOTT L LAMSON	806 IMOLA AVE, NAPA, CA 94558	707-253-7461
SCOTT L LAMSON	3224 JEFFERSON ST, NAPA, CA 94558-3436	707-257-3810
ROBIN W SEDER	2140 PLAZA BLVD, NATIONAL CITY, CA 92050	619-267-7523
ROBIN SEDER, JR.	1630 HIGHLAND AVE, NATIONAL CITY, CA 91950	619-477-7575
ABELARDO MARTINEZ, III	1201 3RD ST, NEEDLES, CA 92363-2957	760-326-5188
SOHAN SHARMA	3000 NEWPARK MALL RD, NEWARK, CA 94560-5204	510-745-9321
SOHAN SHARMA	35192 NEWARK BLVD, NEWARK, CA 94560-1220	510-791-1389
CLAYTON F PASCHEN III	850 WENDY DR, NEWBURY PARK, CA 91320-3056	805-498-1043
TERENCE P SOLON	700 W PACIFIC COAST HWY, NEWPORT BEACH, CA 92660	949-642-2360
TERENCE P SOLON	2807 NEWPORT BLVD, NEWPORT BEACH, CA 92663	949-723-5065
EDWARD C MADDUX	460 W TEFFT RD, NIPOMO, CA 93444	805-929-5001
KAREN LINTON-GRANSEE	1511 6TH ST, NORCO, CA 92860	951-734-0384
KAREN LINTON-GRANSEE	150 HIDDEN VALLEY PKY, NORCO, CA 91760	951-735-6832
DANIEL P KASSITY	4957 WATT/MYRTLE, NORTH HIGHLANDS, CA 95660	916-332-8879
DANIEL P KASSITY	6749 WATT AVE, NORTH HIGHLANDS, CA 95660	916-344-9288
ROBERT N HERRERA	8656 SEPULVEDA BLVD., NORTH HILLS, CA 91343	818-830-5660
STEVEN C TECK	16908 PARTHENIA ST, NORTH HILLS, CA 91343-4506	818-894-5554
KERRY TUNNEY	9860 NORTH SEPULVEDA BLVD., NORTH HILLS, CA 91343	818-920-7531
RICHARD M BECHGUENTURIAN	8139 SUNLAND BLVD, NORTH HOLLYWOOD, CA 91352-3949	818-504-6608
RICHARD M BECHGUENTURIAN	11000 VICTORY BLVD., NORTH HOLLYWOOD, CA 91606	818-763-6340
RAFAEL HERRERA	6309 LANKERSHIM BLVD, NORTH HOLLYWOOD, CA 91606	818-763-7117
ROBERT N HERRERA	12616 SHERMAN WAY, NORTH HOLLYWOOD, CA 91605	818-982-4304
RONALD S LOPATY	12919 VICTORY BLVD, NORTH HOLLYWOOD, CA 91605	818-984-1407
STEVEN C TECK	9857 BALBOA BLVD, NORTHRIDGE, CA 91325	818-772-5151
KERRY TUNNEY	9101 RESEDA BLVD, NORTHRIDGE, CA 91324	818-886-8203
LISA DE BONO	12602 ALONDRA BLVD, NORWALK, CA 90650	562-802-7008
PETER E HORNER	11053 E ROSECRANS AVE, NORWALK, CA 90650-3605	562-863-1112
ALAN M RUBY	12510 NORWALK BLVD, NORWALK, CA 90650-2041	562-929-1801
RICHARD M RUBY	10841 IMPERIAL HWY, NORWALK, CA 90650-2264	562-863-3029

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SYED ALI HUSAIN	1390 NAVE DR, NOVATO, CA 94949	415-506-0102
GREGORY M SINIGIANI	7340 REDWOOD HWY, NOVATO, CA 94947-3212	415-897-6101
JAY HAZARI	1322 EAST F ST, OAKDALE, CA 95361-4115	209-847-7788
JOHN ABBATE	40112 STATE HWY 41, OAKHURST, CA 93644-8802	559-683-3344
KIMBERLEY BYRNE	4010 ALAMEDA AVE, OAKLAND, CA 94601	510-536-9073
BOBBY O HAYNES SR	2520 E 12TH ST, OAKLAND, CA 94601-1502	510-261-1424
BOBBY O HAYNES SR	2208 MACARTHUR BLVD, OAKLAND, CA 94602	510-530-5850
BOBBY O HAYNES SR	7300 BANCROFT, OAKLAND, CA 94605	510-562-0345
BOBBY O HAYNES SR	6300 E 14TH ST, OAKLAND, CA 94621-3826	510-568-6471
BOBBY O HAYNES SR	9725 E 14TH ST, OAKLAND, CA 94603-2509	510-633-2152
BOBBY O HAYNES SR	8400 EDGEWATER DRIVE (W*M #5457), OAKLAND, CA 94621	510-639-1595
MICHELE HAYNES-WATTS	640 HEGENBERGER RD, OAKLAND, CA 94621-1914	510-632-9225
EDWARD J SMITH	4514 TELEGRAPH AVE, OAKLAND, CA 94609-2020	510-654-7087
EDWARD J SMITH	6623 SAN PABLO AVE, OAKLAND, CA 94608-1237	510-655-7620
EDWARD J SMITH	1330 JACKSON ST, OAKLAND, CA 94612-4008	510-839-3876
VALERIE S SMITH	800 MARKET ST, OAKLAND, CA 94607-3116	510-839-9331
BRADLEY A GOLDBLATT	914 MAIN ST, OAKLEY, CA 94561	925-754-6114
LAURIE HATFIELD	4151 OCEANSIDE BLVD, OCEANSIDE, CA 92057	760-639-1263
LAURIE HATFIELD	137 CANYON DR, OCEANSIDE, CA 92054-3549	760-757-3122
LAURIE HATFIELD	1701 OCEANSIDE BLVD, OCEANSIDE, CA 92054	760-757-8821
ARTHUR SANDOVAL	185 OLD GROVE RD., OCEANSIDE, CA 92057	760-435-9826
ARTHUR SANDOVAL	2185 VISTA WAY, OCEANSIDE, CA 92054	760-439-2256
ARTHUR SANDOVAL	3720 MISSION BLVD, OCEANSIDE, CA 92054-1417	760-757-8001
ARTHUR SANDOVAL	487 COLLEGE BLVD, OCEANSIDE, CA 92057	760-758-7323
ARTHUR SANDOVAL	2100 VISTA WALMART #2494, OCEANSIDE, CA 92054	760-967-6696
PAUL F SCHMID	3517 CANNON RD, OCEANSIDE, CA 92056	760-631-0389
MATTHEW T SCHULZ	3405 MARRON ROAD (WM #5075), OCEANSIDE, CA 92056	760-434-3194
MATTHEW T SCHULZ	3794 PLAZA, OCEANSIDE, CA 92054	760-945-7847
JAMES W RAMSEY	225 N CHESTER AVENUE, OILDALE, CA 93308	661-393-1595
FRANCES R JONES	11444 VENTURA AVE, OJAI, CA 93023-4134	805-646-0510
THOMAS R SPIEL	2455 S ARCHIBALD AVE, ONTARIO, CA 91761	909-923-4456
THOMAS R SPIEL	1170 E. PHILADELPHIA STREET, ONTARIO, CA 91761	909-930-5031
THOMAS R SPIEL	2463 S EUCLID AVE, ONTARIO, CA 91761	909-983-6303
REGINALD WEBB	4310 MILLS CIR, ONTARIO, CA 91764	909-980-2137
REGINALD WEBB	1107 E 4TH ST, ONTARIO, CA 91764-2523	909-983-0725
REGINALD WEBB	832 N MOUNTAIN AVE, ONTARIO, CA 91762-2546	909-984-4011
SCOTT M DUNKLEMAN	4200 E CHAPMAN AVE, ORANGE, CA 92869	714-538-4337
LARRY S KAPLAN	2300 N TUSTIN AVE (WALMART #2546), ORANGE, CA 92865	714-279-9565
LARRY S KAPLAN	2401 N TUSTIN AVE, ORANGE, CA 92865	714-921-2235
LARRY S KAPLAN	105 E KATELLA, ORANGE, CA 92867	714-997-9666
SHARON M MACDONALD	1839 W CHAPMAN AVE, ORANGE, CA 92868	714-938-0118
MICHAEL RAJIC	606 N TUSTIN AVE, ORANGE, CA 92867	714-538-3460
EDWARD C MADDUX	1150 E CLARK AVE, ORCUTT, CA 93455	805-938-5386
JAVIER TORRES	41536 RD 128, OROSI, CA 95647	559-528-0754
MARK BURINGTON	445 ORO DAM BLVD E, OROVILLE, CA 95965-5714	530-534-6444
GREGORY PASCHEN	605 S. ROSE AVE., OXNARD, CA 93030	805-240-7676
GREGORY PASCHEN	2201 N ROSE, OXNARD, CA 93030	805-278-9377
GREGORY PASCHEN	2001 N ROSE AVE (W*M #2032), OXNARD, CA 93030	805-983-6912
CLAYTON F PASCHEN III	401 VENTURA AVE, OXNARD, CA 93030	805-382-2558
CLAYTON F PASCHEN III	1741 PACIFIC AVE, OXNARD, CA 93033	805-486-5553
CLAYTON F PASCHEN III	1711 N OXNARD BLVD, OXNARD, CA 93030	805-983-0216
CHRISTOPHER D WOOD	3120 S SAVIERS RD, OXNARD, CA 93033-5311	805-486-1245
RICHARD M HOFMAN ESTATE	100 COUNTRY CLUB GATE CTR, PACIFIC GROVE, CA 93950-5022	831-375-7164
CONRAD J FREEMAN JR.	125 MONTEREY RD, PACIFICA, CA 94044-1332	650-355-1477
CONRAD J FREEMAN JR.	576 LINDA MAR BLVD, PACIFICA, CA 94044	650-557-1344
RICHARD M SHALHOUB	72-755 HIGHWAY 111, PALM DESERT, CA 92260-3310	760-568-1313
RICHARD M SHALHOUB	MONTEREY & DINAH SHORE, PALM DESERT, CA 92211	760-770-2673
RICHARD M SHALHOUB	72-840 HWY 111, S-349, PALM DESERT, CA 92501	760-776-4838
RICHARD M SHALHOUB	1717 VISTA CHINO E BLD D, PALM SPRINGS, CA 92262	760-320-1504
RICHARD M SHALHOUB	5601 E. RAMON ROAD, PALM SPRINGS, CA 92264	760-322-8506
RICHARD M SHALHOUB	2465 E. PALM CANYON DRIVE #13, PALM SPRINGS, CA 92264	760-322-9870
CAROLINE BERNAL	2427 E AVE S, PALMDALE, CA 93550-6202	661-273-6322
CAROLINE BERNAL	37217 47TH ST E, PALMDALE, CA 93552	661-533-6052
ARLENE LADDARAN	131 E PALMDALE BLVD, PALMDALE, CA 93550	661-947-1321
HERNANDO MARROQUIN	37140 E 47TH ST (W*M #2950), PALMDALE, CA 93550	661-533-3889
VICTOR QUIROZ	1233 W AVE P STE 819 (SATELLITE), PALMDALE, CA 93550	661-266-9376
VICTOR QUIROZ	40130 10TH ST WEST (W*M 1660), PALMDALE, CA 93551	661-267-6986
VICTOR QUIROZ	830 W AVE P, PALMDALE, CA 93550	661-274-7960
CONRAD J FREEMAN JR.	3128 EL CAMINO REAL, PALO ALTO, CA 94306-2211	650-494-7161
LARRY C TRIPPLETT	208 STANFORD SHOPPING CTR, PALO ALTO, CA 94304	650-327-0560
KERRY TUNNEY	9107 VAN NUYS BLVD, PANORAMA CITY, CA 91402-1417	818-892-7393
KERRY TUNNEY	14550 CHASE ST (MALL), PANORAMA CITY, CA 91402-3684	818-895-5045
KERRY TUNNEY	7945 VAN NUYS BLVD, PANORAMA CITY, CA 91402	818-988-8141
MARK BURINGTON	6186 CLARK RD, PARADISE, CA 95969-4102	530-877-6328
PONGDEJ TULAPHORN	7357 ALONDRA BLVD, PARAMOUNT, CA 90723	562-630-1444
PONGDEJ TULAPHORN	14501 LAKEWOOD BLVD (W*M #2110), PARAMOUNT, CA 90723	562-633-2755
MICHAEL E PERNECKY	2861 E FOOTHILL BLVD, PASADENA, CA 91107-3463	626-792-9713

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAUL PERNECKY	1320 E COLORADO BLVD, PASADENA, CA 91106	626-449-9597
PAUL PERNECKY	799 N LAKE ST, PASADENA, CA 91104	626-794-0351
DANA COOK	1859 RAMADA DRIVE, PASO ROBLES, CA 93446	805-227-0691
DANA COOK	180 NIBLICK RD (W*M #2099), PASO ROBLES, CA 93446	805-239-2211
DANA COOK	186 NIBLICK RD, PASO ROBLES, CA 93446	805-239-2212
ARNOLD REGALADO	1001 SPERRY AVE, PATTERSON, CA 95363	209-892-2907
MARY VEGA NICHOLS	2560 N PERRIS BLVD (W*M #1747), PERRIS, CA 92570	951-657-1329
MARY VEGA NICHOLS	1675 N PERRIS BLVD, PERRIS, CA 92571	951-940-4180
MARY VEGA NICHOLS	64 E RAMONA EXPY, PERRIS, CA 92571	951-943-9191
STEVEN T ENG	103 MCDOWELL BLVD, PETALUMA, CA 94952-2304	707-773-7505
STEVEN T ENG	981 LAKEVILLE HWY, PETALUMA, CA 94952-3329	707-769-1862
JANET JOAN MOLINA	3230 WAGON TRAIN RD, PHELAN, CA 92371	760-249-5873
JANET JOAN MOLINA	4015 PHELAN RD, PHELAN, CA 92371-8912	760-868-1118
TERENCE P SOLON	8715 E WHITTIER AVE, PICO RIVERA, CA 90660	562-695-9177
TERENCE P SOLON	8500 WASHINGTON BLVD (WALMART#2886), PICO RIVERA, CA 90660	562-942-7900
TERENCE P SOLON	8913 WASHINGTON BLVD, PICO RIVERA, CA 90660-3720	562-949-3880
ALAN S WONG	1402 TARA HILLS DR, PINOLE, CA 94564-2517	510-724-7211
KEITH HANDLEY	350 FIVE CITIES DRIVE, PISMO BEACH, CA 93449	805-773-3549
BRADLEY A GOLDBLATT	460 ATLANTIC AVE, PITTSBURG, CA 94565-5240	925-432-4081
BRADLEY A GOLDBLATT	2203 LOVERIDGE LN (W*M #1615), PITTSBURG, CA 94565	925-439-5289
JAMES H FRISBIE	770 W CHAPMAN AVE, PLACENTIA, CA 92870	714-577-8171
SCOTT A FRISBIE	164 E YORBA LINDA BLVD, PLACENTIA, CA 92870	714-993-3121
DENNIS W CALDWELL	4360 GOLDEN CENTER DRIVE, PLACERVILLE, CA 95667	530-626-1234
DENNIS W CALDWELL	1200 BROADWAY, PLACERVILLE, CA 95667-5806	530-626-1970
HOWARD S GOLDBLATT	65 CHILPANCINGO PKY, PLEASANT HILL, CA 94523-1334	925-825-2830
JASON D GOLDBLATT	1690 CONTRA COSTA BLVD, PLEASANT HILL, CA 94523	925-356-8818
HOWARD S GOLDBLATT	1004 STONERIDGE MALL, PLEASANTON, CA 94588-3217	925-463-0909
JASON D GOLDBLATT	4501 ROSEWOOD DR (W*M #2161), PLEASANTON, CA 94588	925-463-3503
PHYLLIS GOLDBLATT	3001 BERNAL AVENUE, PLEASANTON, CA 94566	925-249-0620
PHYLLIS GOLDBLATT	6800 SANTA RITA RD, PLEASANTON, CA 94588	925-463-1955
BRYAN CARMACK	80 RIO RANCHO RD (WALMART #2288), POMONA, CA 91766	909-620-1628
THOMAS R SPIEL	2145 MURCHISON AVE, POMONA, CA 91768-1145	909-620-6669
REGINALD WEBB	2200 N GAREY ST, POMONA, CA 91767-2331	909-596-5423
REGINALD WEBB	30 RIO RANCHO RD, POMONA, CA 91767	909-620-1515
REGINALD WEBB	445 E. HOLT AVENUE, POMONA, CA 91767	909-623-9703
CHRISTOPHER D WOOD	401 W CHANNEL ISLANDS BLVD, PORT HUENEME, CA 93041	805-985-3298
KERRY TUNNEY	19821 RINALDI ST (WALMART #2526), PORTER RANCH, CA 91326	818-363-4600
ROGER P DELPH	379 E OLIVE AVE, PORTERVILLE, CA 93257-4871	559-781-3382
ROGER P DELPH	1355 W HENDERSON AVE, PORTERVILLE, CA 93257-1456	559-781-5212
ROGER P DELPH	1250 W HENDERSON BLVD (W*M #1877), PORTERVILLE, CA 93257	559-788-0443
JAMIE C STRAZA	12510 POWAY RD, POWAY, CA 92064-4305	858-748-2636
JAMIE C STRAZA	13425 COMMUNITY RD (W*M #1700), POWAY, CA 92064	858-748-3889
HERNANDO MARROQUIN	5049 WEST AVENUE "N", QUARTZ HILL, CA 93551	661-722-2506
MARTIN D WRONSKI	1550 MAIN ST, RAMONA, CA 92065-5239	760-789-5490
SUSAN E BIBOW	2400 SUNRISE BLVD, RANCHO CORDOVA, CA 95670	916-635-1991
SUSAN E BIBOW	11250 WHITE ROCK RD, RANCHO CORDOVA, CA 95742	916-858-2003
DENNIS W CALDWELL	12190 TRIBUTARY POINT DR, RANCHO CORDOVA, CA 95670	916-351-0340
ALAN GODLOVE	10655 FOLSOM BLVD (W*M #2457), RANCHO CORDOVA, CA 95670	916-361-0285
ALAN GODLOVE	10725 WHITE ROCK RD, RANCHO CORDOVA, CA 95670-6031	916-631-7773
CHRISTOPHER A KASSITY	10355 FOLSOM BLVD, RANCHO CORDOVA, CA 95670-3518	916-363-9931
KIANA W SEVERLOH	12549 FOOTHILL BLVD (W*M #1922), RANCHO CUCAMONGA, CA 91739-9317	909-899-2271
KIANA W SEVERLOH	8701 BASELINE RD, RANCHO CUCAMONGA, CA 91730	909-980-0260
RICHARD M SHALHOUB	34101 MONTEREY AVE, RANCHO MIRAGE, CA 92270	760-202-6894
PHILIP R PALUMBO	2646 JAMACHA RD, RANCHO SAN DIEGO, CA 91941	619-670-3171
FREDRICK G HILL	30672 SANTA MARGARITA PKY, RANCHO SANTA MARGARITA, CA 92688	949-858-4329
KENNETH BLACKSTONE	215 ANTELOPE BLVD, RED BLUFF, CA 96080-2901	530-527-5782
DIANE L GROSS	1365 CHURN CREEK, REDDING, CA 96003	530-222-0251
DIANE L GROSS	1515 DANA DR (WALMART #2537), REDDING, CA 96002	530-222-4183
DAVID L MCGEORGE	801 E CYPRESS AVE, REDDING, CA 96002-1098	530-221-6818
DAVID L MCGEORGE	88 LAKE BLVD, REDDING, CA 96003-2512	530-244-3979
RICHARD M SHALHOUB	1796 E LUGONIA AVE, REDLANDS, CA 92374	909-389-9484
RICHARD M SHALHOUB	612 E REDLANDS BLVD, REDLANDS, CA 92374	909-793-1516
RICHARD M SHALHOUB	1620 REDLANDS BLVD, REDLANDS, CA 92373-8026	909-793-8452
RICHARD M SHALHOUB	2050 W REDLANDS BLVD (W*M #1693), REDLANDS, CA 92374	909-798-9974
TAWNIE L BLADE	235 N PACIFIC COAST HWY, REDONDO BEACH, CA 90277	310-937-9609
ANTHONY N LARDAS	1815 HAWTHORNE BLVD, REDONDO BEACH, CA 90278	310-371-6653
CONRAD J FREEMAN JR.	185 CHESTNUT ST, REDWOOD CITY, CA 94063-2105	650-364-5316
CONRAD J FREEMAN JR.	536 WHIPPLE AVE, REDWOOD CITY, CA 94063	650-367-6879
CONRAD J FREEMAN JR.	709 WOODSIDE RD, REDWOOD CITY, CA 94063	650-568-3319
BRUCE SALAZAR	835 N REED AVE, REEDLEY, CA 93654-2434	559-638-6688
RONALD S LOPATY	18761 SHERMAN WAY, RESEDA, CA 91335-4018	818-881-8385
JULIE CARTIE	1615 S RIVERSIDE, RIALTO, CA 92376	909-820-1600
JULIE CARTIE	111 W BASELINE RD, RIALTO, CA 92376	909-820-5788
JULIE CARTIE	1610 S RIVERSIDE AVE (W*M #1862), RIALTO, CA 92376-7708	909-873-9926
JULIE CARTIE	260 E FOOTHILL BLVD, RIALTO, CA 92376-5160	909-875-7040
VALERIE S SMITH	2301 MACDONALD AVE, RICHMOND, CA 94804-1820	510-233-7824
NICHOLAS E VERGIS	3350 KLOSE WAY, RICHMOND, CA 94806	510-222-4992

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
G. MICHAEL LECORNU	150 N CHINA LAKE BLVD, RIDGECREST, CA 93555	760-375-7181
DANIEL P KASSITY	400 ELKHORN BLVD, RIO LINDA, CA 95673	916-992-1122
REGINA YIN	300 HWY 12, RIO VISTA, CA 94571	707-374-4430
DENNIS GRASPOINTNER	1389 W COLONY BLVD, RIPON, CA 95366-9617	209-599-9121
STEVEN M RAMIREZ	6411 OAKDALE RD, RIVERBANK, CA 95367	209-869-3552
JULIE CARTIE	221 E ALESSANDRO, RIVERSIDE, CA 92508	951-780-7470
THOMAS J MANGIONE	2905 VAN BUREN BLVD, RIVERSIDE, CA 92503-5650	951-354-0151
THOMAS J MANGIONE	7474 INDIANA STREET, RIVERSIDE, CA 92504	951-354-5518
THOMAS J MANGIONE	6250 VALLEY SPRINGS PARKWAY, RIVERSIDE, CA 92507	951-653-0069
THOMAS J MANGIONE	2891 CANYON SPRINGS PKY, RIVERSIDE, CA 92507	951-653-1223
THOMAS J MANGIONE	5425 ARLINGTON AVE, RIVERSIDE, CA 92504-2504	951-785-1554
RICHARD M SHALHOUB	2260 GALLERIA SPC FC-4 (SATELLITE), RIVERSIDE, CA 92509	951-637-1869
RICHARD M SHALHOUB	8875 LIMONITE AVE, RIVERSIDE, CA 92509-5020	951-685-5526
RICHARD M SHALHOUB	10141 MAGNOLIA AVE, RIVERSIDE, CA 92503	951-687-1703
RICHARD M SHALHOUB	VAN BUREN & AUDREY, RIVERSIDE, CA 92503	951-688-1111
THOMAS R SPIEL	5200 VAN BUREN BLVD (W*M #2028), RIVERSIDE, CA 92503	951-353-9517
THOMAS R SPIEL	2242 UNIVERSITY AVE, RIVERSIDE, CA 92507-4275	951-683-9798
ROBERT F KASSITY	4211 SIERRA COLLEGE BLVD, ROCKLIN, CA 95677	916-652-6767
ROSANNA RUIZ	2172 SUNSET BLVD, ROCKLIN, CA 95765	916-789-7710
STEVEN T ENG	6600 COMMERCE BLVD, ROHNERT PARK, CA 94931	707-584-1529
STEVEN T ENG	4625 REDWOOD (W*M #1755), ROHNERT PARK, CA 94928	707-588-9883
STEVEN T ENG	1702 E COTATI AVE, ROHNERT PARK, CA 94928-3605	707-792-0579
HERNANDO MARROQUIN	2511 ROSAMOND BLVD, ROSAMOND, CA 93560	661-256-4530
MICHAEL E PERNECKY	7503 GARVEY, ROSEMEAD, CA 91770-2911	626-571-6573
PAUL PERNECKY	8548 E VALLEY BLVD, ROSEMEAD, CA 91770	626-571-9604
PAUL PERNECKY	WALNUT GROVE & POTRERO GRANDE (W*M), ROSEMEAD, CA 91770	626-572-8333
MICHAEL GODLOVE	3560 BRADSHAW RD, ROSEMONT, CA 95827	916-361-8186
JOSEPH W BITSON	3994 FOOTHILLS BLVD, ROSEVILLE, CA 95747	916-783-3587
JOSEPH W BITSON	1400 BLUE OAKS BLVD, ROSEVILLE, CA 95765	916-797-1157
PERCY JOHNSON	1190 CIRBY WAY, ROSEVILLE, CA 95661	916-784-2725
MARK RUIZ	1151 GALLERIA BLVD., SUITE, ROSEVILLE, CA 95678	916-784-1136
MARK RUIZ	900 PLEASANT GROVE BLVD (W*M #1988), ROSEVILLE, CA 95678	916-788-9172
MARK RUIZ	6710 STANFORD RANCH RD, ROSEVILLE, CA 95678	916-789-1820
MAX RUIZ	1400 LEAD HILL BLVD (W*M #3587), ROSEVILLE, CA 95661	916-781-9506
MAX RUIZ	120 HARDING BLVD, ROSEVILLE, CA 95678	916-782-3538
RACQUEL RUIZ	8660 SIERRA COLLEGE BLVD, ROSEVILLE, CA 95661	916-780-2941
MARK BROWNSTEIN ESTATE	19775 COLIMA RD, ROWLAND HEIGHTS, CA 91748	909-598-0190
THOMAS R SPIEL	6815 VALLEY WAY, RUBIDOUX, CA 92509-3423	951-360-3261
DENNIS W CALDWELL	8020 FRUITRIDGE ROAD, SACRAMENTO, CA 95824	916-386-1779
DENNIS W CALDWELL	4124 FLORIN RD, SACRAMENTO, CA 95823	916-395-7016
DENNIS W CALDWELL	8940 POCKET RD, SACRAMENTO, CA 95831	916-399-1011
DENNIS W CALDWELL	5425 FRUITRIDGE RD, SACRAMENTO, CA 95820-5508	916-453-1615
MATTHEW CALDWELL	6091 FLORIN ROAD, SACRAMENTO, CA 95823	916-393-1760
VICKI LYNN CALDWELL	8140 GERBER RD, SACRAMENTO, CA 95828	916-689-6977
RAYMOND H GALLO, SR.	4731 MACK RD, SACRAMENTO, CA 95823	916-399-9122
RAYMOND H GALLO, SR.	6370 MACK RD, SACRAMENTO, CA 95823	916-423-1140
RAYMOND H GALLO, SR.	200 RICHARDS BLVD, SACRAMENTO, CA 95814-0236	916-444-2395
ALAN GODLOVE	5525 FOLSOM BLVD, SACRAMENTO, CA 95819-4603	916-456-2879
MICHAEL GODLOVE	8901 FOLSOM BLVD, SACRAMENTO, CA 95826-3203	916-362-1951
MICHAEL GODLOVE	4121 MARCONI AVE, SACRAMENTO, CA 95821-4213	916-482-8467
FRED M HAWKINS	3950 TRUXEL ROAD, SACRAMENTO, CA 95834	916-515-0814
FRED M HAWKINS	3661 TRUXEL RD (WALMART #2598), SACRAMENTO, CA 95834	916-928-9690
PERCY JOHNSON	5301 ELKHORN BLVD, SACRAMENTO, CA 95842	916-331-2126
PERCY JOHNSON	2535 WATT AVE, SACRAMENTO, CA 95821	916-971-0244
HARRIS LIU	2985 FREEPORT BLVD, SACRAMENTO, CA 95818-3842	916-443-7632
HARRIS LIU	3006 K ST, SACRAMENTO, CA 95816	916-457-2251
MARY YIN LIU	2331 BROADWAY, SACRAMENTO, CA 95818	916-451-7264
PATRICIA A POWELSON	8220 CALVINE RD., SACRAMENTO, CA 95828	916-525-2755
PATRICIA A POWELSON	8300 ELK GROVE-FLORIN ROAD, SACRAMENTO, CA 95829	916-681-2055
TERRY RITCHEY	7901 COLLEGE TOWN, SACRAMENTO, CA 95826	916-379-9802
TERRY RITCHEY	1721 HOWE AVE, SACRAMENTO, CA 95825-2209	916-922-2774
MAX RUIZ	5008 AUBURN BLVD, SACRAMENTO, CA 95841-2621	916-332-6951
MAX RUIZ	5821 ANTELOPE RD (W*M #5192), SACRAMENTO, CA 95842	916-721-3135
BETTY SPECHT	2335 FLORIN RD, SACRAMENTO, CA 95822	916-394-1618
CHARLES SPECHT	4242 NORWOOD AVE, SACRAMENTO, CA 95838	916-920-4242
CHARLES SPECHT	2517 DEL PASO BLVD, SACRAMENTO, CA 95815-2510	916-927-1459
KATHY WIKSTROM	3773 NORTHGATE BLVD, SACRAMENTO, CA 95833	916-920-5940
KATHY WIKSTROM	2320 FAIR OAKS BLVD, SACRAMENTO, CA 95825-4709	916-921-6013
DENNIS GRASPOINTNER	4230 SALIDA BLVD, SALIDA, CA 95368-9320	209-545-1220
TERESA CARLISLE	17537 VIERRA CANYON RD, SALINAS, CA 93907-3309	831-663-3767
RAYMOND COSTA	608 WILLIAMS RD, SALINAS, CA 93905	831-422-1490
RAYMOND COSTA	840 E ALISAL ST, SALINAS, CA 93901-2606	831-422-6685
RAYMOND COSTA	1330 NORTHRIDGE SHCTR, SALINAS, CA 93906	831-443-4905
RAYMOND COSTA	600 E BORANDA DR, SALINAS, CA 93906	831-449-2345
RAYMOND COSTA	945 ABBOTT ST, SALINAS, CA 93901	831-757-5796
RICHARD LONDON HOFMAN	1213 S MAIN ST, SALINAS, CA 93901-2207	831-422-2556
RICHARD LONDON HOFMAN	1800 N MAIN ST, SALINAS, CA 93906	831-443-4500

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD LANDON HOFMAN	1365 N MAIN ST, SALINAS, CA 93901-2828	831-449-8337
WAHID U BALKHI	100 E REDLANDS BLVD, SAN BERNARDINO, CA 92408	909-825-8906
JULIE CARTIE	1575 E HIGHLAND AVE, SAN BERNARDINO, CA 92404	909-883-1272
MATTHEW FLOREZ	1208 N. MT. VERNON BLVD, SAN BERNARDINO, CA 92411	909-388-7518
MATTHEW FLOREZ	699 2ND ST, SAN BERNARDINO, CA 92410	909-888-1001
CHRISTOPHER ISHIDA	500 INLAND CENTER DR SPC FC-105E, SAN BERNARDINO, CA 92408	909-388-1160
CHRISTOPHER ISHIDA	718 W HIGHLAND AVE, SAN BERNARDINO, CA 92405-3839	909-882-5546
CHRISTOPHER ISHIDA	240 E 40TH ST, SAN BERNARDINO, CA 92404	909-886-5616
GREGORY PASCHEN	363 S MILLS RD #2560, SAN BUENAVENTURA, CA 93003	805-477-0310
GREGORY PASCHEN	2137 E HARBOR BLVD, SAN BUENAVENTURA, CA 93001	805-643-0913
CONRAD J FREEMAN JR.	180 EL CAMINO REAL, SAN CARLOS, CA 94070-2404	650-595-4479
ROSS POLLARD	650 AVE PICO, SAN CLEMENTE, CA 92672	949-492-2420
SANJIV CHOPRA	1515 EUCLID AVE, SAN DIEGO, CA 92105	619-263-2010
RALPH GRIMMER	7085 CLAIREMONT MESA BLVD, SAN DIEGO, CA 92111	858-279-0679
RALPH GRIMMER	6945 LINDA VISTA RD, SAN DIEGO, CA 92111	858-560-6437
RALPH GRIMMER	8929 CLAIREMONT MESA BLVD, SAN DIEGO, CA 92123-1103	858-569-8386
PHILIP R PALUMBO	3879 FAIRMOUNT AVENUE, SAN DIEGO, CA 92105	619-284-0469
PHILIP R PALUMBO	1414 UNIVERSITY AVE, SAN DIEGO, CA 92103	619-298-8968
PHILIP R PALUMBO	4711 MISSION BAY DRIVE, SAN DIEGO, CA 92109	858-483-5003
PHILIP R PALUMBO	1121 GARNET AVE, SAN DIEGO, CA 92109-2906	858-483-5045
PHILIP R PALUMBO	12808 RANCHO PENASQUITOS, SAN DIEGO, CA 92129-2935	858-484-2081
PHILIP R PALUMBO	9035 MIRA MESA BLVD, SAN DIEGO, CA 92126-2717	858-566-5080
PHILIP R PALUMBO	10655 SCRIPPS POWAY PKY, SAN DIEGO, CA 92131	858-695-9655
C DAVID ROWE	9440 SCRANTON RD, SAN DIEGO, CA 92121	858-452-3013
C DAVID ROWE	4260 NOBEL DR, SAN DIEGO, CA 92122-1126	858-452-3014
CHRISTOPHER ROWE	3412 COLLEGE AVE. (W*M #2479), SAN DIEGO, CA 92115	619-704-1800
MARK ROWE	6925 PARADISE VALLEY RD, SAN DIEGO, CA 92139-1218	619-479-2132
CHRISTIAN M SANDOVAL	1520 ROLL DR, SAN DIEGO, CA 92154	619-661-7232
PAUL F SCHMID	3805 MIDWAY DR, SAN DIEGO, CA 92110-5209	619-223-0557
PAUL F SCHMID	1624 ROSECRANS ST, SAN DIEGO, CA 92106	619-224-0269
PAUL F SCHMID	3001 CLAIREMONT DR, SAN DIEGO, CA 92110	619-275-1304
PAUL F SCHMID	6326 MISSION GORGE RD, SAN DIEGO, CA 92120-2503	619-283-6485
PAUL F SCHMID	8770 LAKE MURRAY BLVD, SAN DIEGO, CA 92119-2720	619-463-8770
PAUL F SCHMID	511 HERCULES ST, SAN DIEGO, CA 92145	858-271-0481
PAUL F SCHMID	7140 MIRAMAR RD, SAN DIEGO, CA 92121-2316	858-271-9151
PAUL F SCHMID	5065 CLAIREMONT DR, SAN DIEGO, CA 92117-2710	858-274-3344
PAUL F SCHMID	5920 BALBOA AVE, SAN DIEGO, CA 92111	858-569-5928
PAUL F SCHMID	3505 DEL MAR HEIGHTS RD, SAN DIEGO, CA 92130-2122	858-755-8588
ROBIN W SEDER	710 DENNERY RD (W*M #2150), SAN DIEGO, CA 92173	619-428-1502
ROBIN W SEDER	4350 PALM AVE, SAN DIEGO, CA 92154-1714	619-690-1186
JAMIE C STRAZA	5322 EL CAJON BLVD, SAN DIEGO, CA 92115-4729	619-287-0359
JAMIE C STRAZA	15 SWQ & CAMINO DE LA PLZ, SAN DIEGO, CA 92173	619-690-2989
JAMIE C STRAZA	9871 AERO DR, SAN DIEGO, CA 92123	858-278-5506
JAMIE C STRAZA	3382 MURPHY CANYON RD (W*M #2177), SAN DIEGO, CA 92123	858-627-9907
JAMIE C STRAZA	3020 CHILDRENS WAY (SATELLITE), SAN DIEGO, CA 92123-4282	858-715-9969
ROBERT R SUTHERLAND	1280 12TH ST, SAN DIEGO, CA 92101-4711	619-234-4700
ROBERT R SUTHERLAND	5824 MONTEZUMA RD, SAN DIEGO, CA 92115	619-265-1074
ROBERT R SUTHERLAND	2345 EL CAJON BLVD, SAN DIEGO, CA 92104-1105	619-299-3078
ROBERT R SUTHERLAND	GUADALCANAL ROAD, SAN DIEGO, CA 92155	619-435-7036
ROBERT R SUTHERLAND	BLDG G-1, SAN DIEGO, CA 92134	619-544-9612
TODD SUTHERLAND	32ND ST NAVAL STATION BLDG 3301, SAN DIEGO, CA 92136	619-696-9213
PAUL PERNECKY	1950 AUTO CENTRE DR (W*M #1941), SAN DIMAS, CA 91773	909-394-4615
KENNETH WORLEY	741 ARROW HIGHWAY, SAN DIMAS, CA 91773-2536	909-592-6347
SYED ALI HUSAIN	5454 MISSION ST, SAN FRANCISCO, CA 94110	415-333-1011
SYED ALI HUSAIN	600 VAN NESS AVE, SAN FRANCISCO, CA 94102-3216	415-441-8890
SYED ALI HUSAIN	1201 OCEAN AVE, SAN FRANCISCO, CA 94112-1830	415-585-8697
SYED ALI HUSAIN	255 WINSTON DR, SAN FRANCISCO, CA 94132-1921	415-759-5033
BETTY M LIN	145 JEFFERSON ST, SAN FRANCISCO, CA 94133	415-292-6684
BETTY M LIN	609 MARKET ST, SAN FRANCISCO, CA 94105-3301	415-543-2595
BETTY M LIN	730 STANYAN ST, SAN FRANCISCO, CA 94117-2725	415-668-4445
BETTY M LIN	1100 FILLMORE ST, SAN FRANCISCO, CA 94102	415-923-1138
SCOTT I RODRICK	701- THIRD STREET, SAN FRANCISCO, CA 94107	415-278-0416
SCOTT I RODRICK	2801 MISSION ST, SAN FRANCISCO, CA 94110-3907	415-285-2851
SCOTT I RODRICK	235 N FRONT ST, SAN FRANCISCO, CA 94111	415-397-6333
SCOTT I RODRICK	1455 MARKET ST (SATELLITE), SAN FRANCISCO, CA 94103	415-437-1656
SCOTT I RODRICK	575 MARKET ST, SAN FRANCISCO, CA 94105	415-618-0405
SCOTT I RODRICK	2011 MISSION ST, SAN FRANCISCO, CA 94110-1217	415-621-1118
SCOTT I RODRICK	345 BAYSHORE BLVD, SAN FRANCISCO, CA 94124-1506	415-821-2565
SCOTT I RODRICK	5411 3RD ST, SAN FRANCISCO, CA 94124	415-822-0956
SCOTT I RODRICK	302 POTERO AVE, SAN FRANCISCO, CA 94110	415-861-3295
SCOTT I RODRICK	820 BRYANT ST, SAN FRANCISCO, CA 94103	415-864-5282
PAUL PERNECKY	6910 ROSEMEAD BLVD, SAN GABRIEL, CA 91775	626-285-6205
MARY VEGA NICHOLS	SAN JACINTO AVENUE & COMMONWEALTH, SAN JACINTO, CA 92583	951-487-2330
MARY VEGA NICHOLS	611 N STATE ST, SAN JACINTO, CA 92583	951-487-2504
DANIEL BORBA	1033 E CAPITOL EXPWY, SAN JOSE, CA 95121-2415	408-225-7662
DANIEL BORBA	2434 ALMADEN RD, SAN JOSE, CA 95125-2108	408-265-5567
DANIEL BORBA	585 TULLY RD, SAN JOSE, CA 95112-1920	408-286-3812

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DANIEL BORBA	777 STORY RD, SAN JOSE, CA 95122	408-298-6533
TAMI L BORBA	715 W CAPITAL AUTO MALL EXPY, SAN JOSE, CA 95136	408-264-8692
COSME W FAGUNDO	202 Eastridge Mall ReLo, San Jose, CA 95122-1404	408-528-6700
DANIA FAGUNDO	3221 S WHITE RD, SAN JOSE, CA 95148-4056	408-238-4321
DANIA FAGUNDO	1398 W SAN CARLOS, SAN JOSE, CA 95126	408-275-0389
DANIA FAGUNDO	2191 MONTEREY HIGHWAY, SAN JOSE, CA 95125	408-279-0824
DANIA FAGUNDO	898 S BASCOM AVE, SAN JOSE, CA 95128-2605	408-292-0776
DANIA FAGUNDO	1435 S WINCHESTER BLVD, SAN JOSE, CA 95128-4331	408-378-2040
DANIA FAGUNDO	4838 SAN FELIPE RD, SAN JOSE, CA 95135	408-528-9160
DANIA FAGUNDO	5122 STEVENS CREEK BLVD, SAN JOSE, CA 95129	408-554-0883
DANIA FAGUNDO	1869 CAMDEN AVE, SAN JOSE, CA 95124-3022	408-723-3322
JAMES C HENLEY	456 BLOSSOM HILL RD, SAN JOSE, CA 95123-3301	408-227-5811
JAMES C HENLEY	6201 SANTA TERESA, SAN JOSE, CA 95119	408-229-1158
JAMES C HENLEY	105 BERNAL RD, SAN JOSE, CA 95119	408-578-9835
JAMES C HENLEY	4800 ALMADEN EXPRESSWAY, SAN JOSE, CA 95136	408-979-9783
STACEY HENLEY	5502 MONTEREY RD (WALMART #2524), SAN JOSE, CA 95138	408-225-5650
STACEY HENLEY	5508 MONTEREY RD, SAN JOSE, CA 95138	408-363-0759
CLINTON C JOHNSON	1702 OAKLAND RD, SAN JOSE, CA 95131	408-573-8710
CLINTON C JOHNSON	1142 N CAPITOL AVE, SAN JOSE, CA 95132-2522	408-926-1676
DONALD D LEFLER	2353 MCKEE RD, SAN JOSE, CA 95116-1609	408-926-4233
RUDY LEMUS	1935 TULLY RD, SAN JOSE, CA 95122	408-272-1335
RUDY LEMUS	90 E SAN CARLOS ST, SAN JOSE, CA 95112-3607	408-293-7016
RUDY LEMUS	163 BRANHAM LN, SAN JOSE, CA 95136-2300	408-972-2168
ROBERT L YIN	2655 STEVENS CREEK BLVD STE 2469, SAN JOSE, CA 95128	408-261-1115
ROBERT L YIN	1150 S DE ANZA BLVD., SAN JOSE, CA 95129-3629	408-725-1319
ROSS POLLARD	31822 DEL OBISPO AVE, SAN JUAN CAPISTRANO, CA 92675-3204	949-493-9357
KIMBERLEY BYRNE	1919 DAVIS ST (W*M #2648), SAN LEANDRO, CA 94577	510-430-9417
JASON D GOLDBLATT	130 GREENHOUSE MARKETPLACE, SAN LEANDRO, CA 94578	510-351-1834
JASON D GOLDBLATT	14823 E 14TH ST, SAN LEANDRO, CA 94578-2921	510-352-7722
BOBBY O HAYNES, JR.	1287 WASHINGTON ST, SAN LEANDRO, CA 94577-3646	510-483-7591
KEITH HANDLEY	275 MADONNA RD (#2), SAN LUIS OBISPO, CA 93401-3109	805-543-3550
LESLIE MANNES	701 CENTER DR, SAN MARCOS, CA 92069-3576	760-746-2933
LESLIE MANNES	732 CENTER DRIVE (W*M #3494), SAN MARCOS, CA 92069	760-781-5141
PAUL F SCHMID	570 W SAN MARCOS BLVD, SAN MARCOS, CA 92069	760-471-0030
PAUL F SCHMID	120 S RANCHO SANTA FE, SAN MARCOS, CA 92069-2502	760-727-4000
CONRAD J FREEMAN JR.	1324 W HILLSDALE BLVD, SAN MATEO, CA 94403	650-577-8040
VALERIE KILDUFF	1420 EL CAMINO REAL, SAN MATEO, CA 94404	650-349-2878
NICHOLAS E VERGIS	3320 SAN PABLO DAM RD, SAN PABLO, CA 94806	510-223-9226
RACHEL M WONG	14480 SAN PABLO AVE, SAN PABLO, CA 94806-3334	510-215-7478
MARTIN RUBY	976 N WESTERN AVENUE, SAN PEDRO, CA 90732	310-514-8616
MARTIN RUBY	303 S GAFFEY ST, SAN PEDRO, CA 90732	310-548-6591
SCOTT I RODRICK	2114 4TH ST, SAN RAFAEL, CA 94901-2650	415-258-9214
SCOTT I RODRICK	190 MERRYDALE RD, SAN RAFAEL, CA 94913-4013	415-507-0482
HOWARD S GOLDBLATT	2481 SAN RAMON VALLEY RD, SAN RAMON, CA 94583-1601	925-820-4325
JASON D GOLDBLATT	21001 SAN RAMON VALLEY BLVD, SAN RAMON, CA 94583	925-556-1225
CHRISTIAN M SANDOVAL	707 W SAN YSIDRO BLVD, SAN YSIDRO, CA 92173	619-690-6090
JAMIE C STRAZA	727 E SAN YSIDRO BLVD, SAN YSIDRO, CA 92073	619-428-5093
RICHARD LONDON HOFMAN	990 PLAYA AVE, SAND CITY, CA 93955	831-392-0311
JAVIER TORRES	2761 JENSEN AVE, SANGER, CA 93657	559-875-2050
JAVIER TORRES	295 ACADEMY AVE, SANGER, CA 93657-2128	559-875-9119
LARRY S KAPLAN	1439 NORTH BRISTOL AVENUE, SANTA ANA, CA 92706	714-558-1154
LARRY S KAPLAN	1011 E 17TH ST, SANTA ANA, CA 92706	714-667-1164
LARRY S KAPLAN	301 E 1ST ST, SANTA ANA, CA 92701-5314	714-972-3140
VIRGINIA F MANGIONE	1100 S GRAND AVE, SANTA ANA, CA 92705	714-480-0610
VIRGINIA F MANGIONE	3600 W MCFADDEN AVE (WAL*MART #2517), SANTA ANA, CA 92704	714-531-0480
VIRGINIA F MANGIONE	3810 S BRISTOL AVE, SANTA ANA, CA 92704-7456	714-545-2380
VIRGINIA F MANGIONE	1526 WEST EDINGER STREET, SANTA ANA, CA 92704	714-546-5612
VIRGINIA F MANGIONE	2300 S MAIN ST, SANTA ANA, CA 92707	714-751-3140
VIRGINIA F MANGIONE	666 HARBOR BLVD, SANTA ANA, CA 92704-1384	714-839-8131
VIRGINIA F MANGIONE	2701 W MACARTHUR BLVD, SANTA ANA, CA 92704	714-979-4862
ISABELLE VILLASENOR	18601 AIRPORT WAY CONCOURSE A, SANTA ANA, CA 92707-5200	949-252-6100
ISABELLE VILLASENOR	18601 AIRPORT WAY CONCOURSE B, SANTA ANA, CA 92707-5200	949-252-6100
DAVID S PETERSON	3940 STATE ST, SANTA BARBARA, CA 93105-3114	805-687-6164
DAVID S PETERSON	1213 STATE ST, SANTA BARBARA, CA 93101	805-962-6976
DAVID S PETERSON	146 S FAIRVIEW BLVD, SANTA BARBARA, CA 93117	805-964-6313
DAVID S PETERSON	29 N MILPAS ST, SANTA BARBARA, CA 93103	805-965-7875
DAVID S PETERSON	1906 CLIFF DR, SANTA BARBARA, CA 93109	805-965-9968
COSME W FAGUNDO	3509 HOME STEAD RD, SANTA CLARA, CA 95051-5116	408-243-2897
DANIA FAGUNDO	1451 COLEMAN AVE, SANTA CLARA, CA 95050	408-748-8961
CARRA C SUNSERI	3948 RIVERMARK PLAZA, SANTA CLARA, CA 95054	408-919-0050
LARRY C TRIPPLETT	2850 AUGUSTINE DR, SANTA CLARA, CA 95054-2801	408-727-9726
ROBERT L YIN	3895 STEVENS CREEK BLVD, SANTA CLARA, CA 95051-7336	408-248-8805
VICTOR QUIROZ	GOLDEN VALLEY AND HWY 14, SANTA CLARITA, CA 91321	661-250-4842
ANTON SCHUTZ	18850 SOLEDAD CANYON RD, SANTA CLARITA, CA 91351-3772	661-252-1480
JAY SCHUTZ	26940 SIERRA HWY, SANTA CLARITA, CA 91351	661-252-5251
MARK SCHUTZ	27776 N MCBEAN PKY, SANTA CLARITA, CA 91354	661-297-8296
MARK SCHUTZ	27103 MCBEAN PKY, SANTA CLARITA, CA 91355	661-799-5861

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARK SCHUTZ	26471 CARL BOYER DRIVE (WM #3523, SANTA CLARITA, CA 91310	661-799-7324
JANET C PEAT	1421 MISSION ST, SANTA CRUZ, CA 95060-4738	831-423-6394
STEPHEN D PEAT	1210 OCEAN AVE, SANTA CRUZ, CA 95060	831-459-0744
NORMAN CARTER	SWC TELEGRAPH & CARMENITA, SANTA FE SPRINGS, CA 90670	562-903-5982
NORMAN CARTER	13310 TELEGRAPH RD (W*M #2948), SANTA FE SPRINGS, CA 90605	562-941-3083
RICHARD M RUBY	14317 VALLEY VIEW AVE, SANTA FE SPRINGS, CA 90670-5217	562-926-7831
DANA COOK	2220 S BRADLEY (WALMART #2507), SANTA MARIA, CA 93454	805-347-1271
DANA COOK	1407 BRADLEY RD, SANTA MARIA, CA 93454	805-928-4881
EDWARD C MADDUX	2280 SKYWAY DRIVE, SANTA MARIA, CA 93455	805-349-1140
EDWARD C MADDUX	320 N BROADWAY, SANTA MARIA, CA 93454-4417	805-922-0910
EDWARD C MADDUX	1710 S BROADWAY, SANTA MARIA, CA 93458	805-922-6111
RANDOLPH A GARCIA	2809 N LINCOLN BLVD, SANTA MONICA, CA 90405-4623	310-450-0056
NICHOLAS A LARDAS	1315 3RD ST, SANTA MONICA, CA 90401	310-395-7112
NICHOLAS A LARDAS	1540 2ND AVE, SANTA MONICA, CA 90405	310-458-7700
JOHN ABBATE	13032 S HWY 33, SANTA NELLA, CA 95322-9744	209-826-9205
CLAYTON F PASCHEN, JR.	138 E HARVARD BLVD, SANTA PAULA, CA 93060-3314	805-525-1980
ROBERT MENDES	879 HOPPER AVE, SANTA ROSA, CA 95403	707-523-2534
ROBERT MENDES	1264 MENDOCINO AVE, SANTA ROSA, CA 95402-4313	707-523-3815
ROBERT MENDES	2521 GUERNEVILLE RD, SANTA ROSA, CA 95401-4018	707-528-4662
ROBERT MENDES	50 MISSION CIR, SANTA ROSA, CA 95405-5303	707-538-7730
ROBERT MENDES	2642 SANTA ROSA AVE, SANTA ROSA, CA 95407	707-569-9222
PAUL F SCHMID	170 TOWN CENTER PKY (W*M #1917), SANTEE, CA 92071	619-448-8960
PAUL F SCHMID	8876 CUYAMACA ST, SANTEE, CA 92071-4219	619-449-9950
LEE A FREEMAN	18578 PROSPECT ROAD, SARATOGA, CA 95070	408-446-5092
JANET C PEAT	259 MOUNT HERMON RD, SCOTTS VALLEY, CA 95066-4037	831-438-4614
KEVIN KASHA	630 PACIFIC COAST HWY, SEAL BEACH, CA 90740-5906	562-594-4801
HELEN V HOFMAN	1516 CANYON DEL REY, SEASIDE, CA 93955-3501	831-394-3980
ROBERT MENDES	801 GRAVENSTEIN HWY, SEBASTOPOL, CA 95472-4500	707-829-7529
BRUCE SALAZAR	2790 FLORAL AVE, SELMA, CA 93662-2604	559-896-4483
JAMES W RAMSEY	101 W LERDO HWY, SHAFTER, CA 93263	661-746-1638
KENNETH BLACKSTONE	1695 CASCADE, SHASTA LAKE CITY, CA 96019	530-275-2943
KENNETH LOPATY	13925 VENTURA BLVD, SHERMAN OAKS, CA 91423	818-990-6805
MICHAEL J MANGIONE JR.	2599 CHERRY AVE, SIGNAL HILL, CA 90806	562-424-8500
LISA MURPHY	2423 GALENA AVE, SIMI VALLEY, CA 93065	805-578-7400
JAMES R POWELL	2375 TAPO ST, SIMI VALLEY, CA 93063-3023	805-526-2222
JAMES R POWELL	2605 YOSEMITE ST, SIMI VALLEY, CA 93063	805-582-2305
DONNA M TECK	1495 E LOS ANGELES ST, SIMI VALLEY, CA 93065-2807	805-527-9975
DONNA M TECK	255 COCHRAN (WALMART #2621), SIMI VALLEY, CA 93065	805-583-9762
RAYMOND COSTA	1215 S FRONT ST, SOLEDAD, CA 93960-2975	831-678-1453
STEVEN T ENG	18988 SONOMA HWY, SONOMA, CA 95476-5417	707-938-8094
DENNIS GRASPOINTNER	14895 MONO WAY, SUITE A, SONORA, CA 95327	209-588-8266
MICHAEL E PERNECKY	9437 E GARVEY AVE, SOUTH EL MONTE, CA 91733	626-448-4455
ROBERT E SANCHEZ	1185 DUFEE AVE, SOUTH EL MONTE, CA 91733-4411	626-350-1639
RICHARD M RUBY	4135 E FIRESTONE BLVD, SOUTH GATE, CA 90280	323-564-8385
RICHARD M RUBY	3309 TWEEDY BLVD, SOUTH GATE, CA 90280	323-567-1315
RICHARD M RUBY	5730 FIRESTONE BLVD, SOUTH GATE, CA 90280-3704	562-928-1324
ROBERT D HUMASON JR	1035 EMERALD BAY RD, SOUTH LAKE TAHOE, CA 96150-6210	530-542-0555
ROBERT D HUMASON JR	3715 LAKE TAHOE BLVD, SOUTH LAKE TAHOE, CA 96150	530-541-2256
PAUL PERNECKY	716 FAIR OAKS AVE, SOUTH PASADENA, CA 91030-2604	626-799-9242
STEVEN T ENG	587 ELCAMINO REAL, SOUTH SAN FRANCISCO, CA 94080-4402	650-588-1881
STEVEN T ENG	381 S AIRPORT BLVD, SOUTH SAN FRANCISCO, CA 94080	650-871-6018
WAI LING ENG	2298 GELLERT BLVD, SOUTH SAN FRANCISCO, CA 94080-5411	650-583-2562
C DAVID ROWE	8730 JAMACHA BLVD, SPRING VALLEY, CA 91977-5631	619-460-7433
LARRY S KAPLAN	S OF SWC BEACH & KATELLA, STANTON, CA 90680	714-379-5540
CATHLEEN SCHRADER	3223 EAST HAMMER LANE (WM #1554), STOCKTON, CA 95212	209-477-9810
CATHLEEN SCHRADER	322 S CENTER, STOCKTON, CA 95203	209-946-4075
CATHLEEN SCHRADER	1009 N WILSON WAY, STOCKTON, CA 95205-4217	209-948-2573
CATHLEEN SCHRADER	3355 E HAMMER LN, STOCKTON, CA 95212	209-952-7693
CRAIG M SCHRADER	2025 MARCH LN, STOCKTON, CA 95207	209-474-9811
CRAIG M SCHRADER	2415 W HAMMER LN, STOCKTON, CA 95209	209-954-0502
DONALD G SCHRADER	1423 N CENTER ST, STOCKTON, CA 95202-1022	209-464-2947
DONALD G SCHRADER	1049 E MARCH LN, STOCKTON, CA 95210-3544	209-478-4817
DONALD G SCHRADER	4419 WATERLOO ROAD, STOCKTON, CA 95215	209-931-2619
DONALD G SCHRADER	4515 PACIFIC AVE, STOCKTON, CA 95207-7694	209-952-2288
DONALD G SCHRADER	3143 W BENJAMIN HOLT DR, STOCKTON, CA 95219	209-952-2444
DONALD G SCHRADER	5308 PACIFIC AVE SPC 96, STOCKTON, CA 95207-7694	209-957-5223
JEAN A SCHRADER	611 W CHARTER WAY, STOCKTON, CA 95206-1709	209-948-2572
NANCY J SCHRADER	8020 LOWER SACRAMENTO RD, STOCKTON, CA 95210-3724	209-952-2333
NANCY J SCHRADER	STOCKTON-TRINITY PKWY & 8 MILE-WM 3352, STOCKTON, CA 95219	209-955-1087
NANCY J SCHRADER	10623 TRINITY PARKWAY, STOCKTON, CA 95219	209-957-1209
SUSAN C MASSIE	11970 VENTURA BLVD, STUDIO CITY, CA 90062-2606	818-762-8396
C. C YIN	109 SUNSET CTR, SUISUN CITY, CA 94585-2063	707-426-6235
ALEX D MESTAS	28000 BRADLEY RD, SUN CITY, CA 92586	951-301-3853
LUCRETIA BECHGUENTURIAN	7950 FOOTHILL BLVD, SUNLAND, CA 91040-2937	818-951-8316
DANIA FAGUNDO	615 MATHILDA AVE, SUNNYVALE, CA 94086-3509	408-733-5319
LEE A FREEMAN	556 E EL CAMINO REAL, SUNNYVALE, CA 94086	408-736-5091
CONRAD J FREEMAN JR.	1169 W EL CAMINO REAL, SUNNYVALE, CA 94087-1026	408-245-7640

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL R ROBIK	3000 MAIN ST, SUSANVILLE, CA 96130-4738	530-257-6880
JAMES W RAMSEY	10001 KERN STREET, TAFT, CA 93268	661-763-5656
THOMAS N TEAGUE	952 N LAKE BLVD, TAHOE CITY, CA 96145	530-583-2050
STEVEN HO	18909 VENTURA BLVD, TARZANA, CA 91356-3211	818-342-2253
MARYANN PACIULLO	795 TUCKER RD, TEHACHAPI, CA 93561	661-822-0948
MARYANN PACIULLO	HWY. 58 & TEHACHAPI BLVD., TEHACHAPI, CA 93561	661-823-8300
GORDON T TUCKER	40465 WINCHESTER RD, TEMECULA, CA 92591	951-296-6653
GORDON T TUCKER	31853 HWY 79 S, TEMECULA, CA 92390	951-303-0689
GORDON T TUCKER	28100 JEFFERSON AVE, TEMECULA, CA 92590	951-676-8704
MARTIN D WRONSKI	32225 HWY.79 SOUTH (WM #2708), TEMECULA, CA 92592	951-303-1178
MICHAEL E PERNECKY	9831 E LAS TUNAS DR, TEMPLE CITY, CA 91780-2209	626-292-1711
DEBORAH I VOSS	1908 AVENIDA DE LOS ARBOLES, THOUSAND OAKS, CA 91362	805-432-2555
DEBORAH I VOSS	1730 N MOORPARK RD, THOUSAND OAKS, CA 91360	805-777-9162
RICHARD M SHALHOUB	72255 VARNER RD, THOUSAND PALMS, CA 92276-3342	760-343-1488
TI CHANG	18145 CRENSHAW BLVD, TORRANCE, CA 90504	310-771-8290
MICHAEL J MANGIONE JR.	3880 PACIFIC COAST HWY, TORRANCE, CA 90505-5916	310-373-8114
MICHAEL J MANGIONE JR.	24650 CRENSHAW BLVD, TORRANCE, CA 90505	310-539-4570
CRAIG M SCHRADER	2820 SOUTH TRACY BLVD., TRACY, CA 95377	209-221-7971
CRAIG M SCHRADER	3010 W GRANT LINE RD (W*M #2025), TRACY, CA 95304	209-832-4510
CRAIG M SCHRADER	1820 W 11TH ST, TRACY, CA 95376-3736	209-835-2946
DONALD G SCHRADER	3430 TRACY BLVD, TRACY, CA 95376-1723	209-835-3200
THOMAS N TEAGUE	11420 DEERFIELD DR, TRUCKEE, CA 96161-0501	530-587-3880
RICHARD G BECHGUENTURIAN	6510 FOOTHILL BLVD., TUJUNGA, CA 91042	818-353-7100
ROGER P DELPH	768 E PROSPERITY AVE, TULARE, CA 93274	559-684-1308
ROGER P DELPH	1110 E PROSPERITY (WALMART #2536), TULARE, CA 93274	559-686-3334
ROGER P DELPH	1310 BARDSLEY AVE, TULARE, CA 93274	559-687-9258
ROGER P DELPH	SWC BLACKSTONE ST. & HWY 99, TULARE, CA 93274	559-688-1182
ROGER P DELPH	108 E CROSS AVE, TULARE, CA 93274-2850	559-688-6169
DENNIS GRASPOINTNER	3050 COUNTRYSIDE DR, TURLOCK, CA 95380	209-656-7434
DENNIS GRASPOINTNER	2000 W MAIN ST, TURLOCK, CA 95380-9434	209-667-7086
DENNIS GRASPOINTNER	2111 FULKERTH RD (W*M #1963), TURLOCK, CA 95380	209-669-0658
CARL M JEVERT, JR	2400 GEER RD, TURLOCK, CA 95382	209-632-6874
JAMES H FRISBIE	2452 BRYAN AVE, TUSTIN, CA 92782	714-832-2699
SHARON M MACDONALD	245 E 1ST ST, TUSTIN, CA 92780	714-832-8485
JEFFREY M MARTINEZ	6455 ADOBE RD, TWENTYNINE PALMS, CA 92277-2605	760-367-1247
ROBERT MENDES	115 N ORCHARD AVE, UKIAH, CA 95482-4501	707-462-0008
ROBERT MENDES	1310 N STATE ST, UKIAH, CA 95482	707-463-8205
LARRY C TRIPPLETT	30600 DYER ST (W*M #2031), UNION CITY, CA 94587	510-441-7741
LARRY C TRIPPLETT	27 UNION SQ, UNION CITY, CA 94587-3557	510-489-6080
EDDIE PUI LUN YUEN	1540 W FOOTHILL BLVD (W*M #1992), UPLAND, CA 91786	909-946-8368
EDDIE PUI LUN YUEN	1590 FOOTHILL BLVD, UPLAND, CA 91786	909-946-9412
MARY YIN LIU	990 ALAMO DR, VACAVILLE, CA 95687	707-449-6477
C. C YIN	1310 E MONTE VISTA AVE, VACAVILLE, CA 95688-3014	707-449-8275
C. C YIN	1501 HELEN POWER DR (W*M #1704), VACAVILLE, CA 95687	707-451-4947
C. C YIN	541 DAVIS ST, VACAVILLE, CA 95688	707-469-7429
REGINA YIN	817 LEISURE TOWN ROAD, VACAVILLE, CA 95687	707-446-4408
ANTON SCHUTZ	23110 VALENCIA BLVD, VALENCIA, CA 91355-1716	661-259-1811
BETTY M LIN	902 ADMIRAL CALLAGHAN LN, VALLEJO, CA 94590-3680	707-552-7497
BETTY M LIN	3289 SONOMA BLVD, VALLEJO, CA 94590-2911	707-643-6220
NICHOLAS E VERGIS	5200 SONOMA BLVD, VALLEJO, CA 94589	707-554-8755
C. C YIN	2565 SPRINGS RD, VALLEJO, CA 94591-5612	707-552-9798
C. C YIN	170 LINCOLN RD E, VALLEJO, CA 94591-8206	707-553-1209
REGINA YIN	416 E LINCOLN RD, VALLEJO, CA 94591	707-649-8743
ROBERT N HERRERA	13700 SHERMAN WAY, VAN NUYS, CA 91405	818-442-9790
ROBERT N HERRERA	7045 VAN NUYS BLVD, VAN NUYS, CA 91405	818-785-2490
ROBERT N HERRERA	7161 SEPULVEDA BLVD, VAN NUYS, CA 91406	818-994-0601
RANDOLPH A GARCIA	2457 LINCOLN BLVD, VENICE, CA 90291-5040	310-822-5133
GREGORY PASCHEN	5980 TELEGRAPH RD, VENTURA, CA 93003-4300	805-642-9798
GREGORY PASCHEN	4110 E MAIN ST, VENTURA, CA 93003-5228	805-644-6268
ROBERT E SANCHEZ	3737 SOTO ST, VERNON, CA 90058	323-585-2251
WAHID U BALKHI	13655 BEAR VALLEY ROAD, VICTORVILLE, CA 92392	760-949-5200
WAHID U BALKHI	11896 AMARAGOZA, VICTORVILLE, CA 92397	760-956-3260
JANET JOAN MOLINA	14400 BEAR VALLEY RD # 701(SATELLITE), VICTORVILLE, CA 92392	760-241-3183
FRANK M SANCHEZ	12146 MARIPOSA RD, VICTORVILLE, CA 92392-6006	760-241-3122
FRANK M SANCHEZ	NWC ROY ROGERS & LA PAZ PLZ, VICTORVILLE, CA 92392	760-243-4032
FRANK M SANCHEZ	14526 PALMDALE RD, VICTORVILLE, CA 92392	760-245-1001
ROGER P DELPH	1401 E NOBLE AVE, VISALIA, CA 93292-3042	559-627-2318
ROGER P DELPH	5205 W. GOSHEN, VISALIA, CA 93291	559-636-0494
ROGER P DELPH	5215 W WALNUT/AKERS, VISALIA, CA 93277	559-636-3323
ROGER P DELPH	3636 W MINERAL KING AVE, VISALIA, CA 93277	559-732-1182
ROGER P DELPH	3102 N.DINUBA, VISALIA, CA 93291	559-735-9661
ROGER P DELPH	3636 S MOONEY BLVD, VISALIA, CA 93277-8019	559-738-0188
ROGER P DELPH	1819 E NOBLE AVE (W*M #1826), VISALIA, CA 93292-1519	559-738-8203
PAUL F SCHMID	1470 N SANTA FE, VISTA, CA 92083	760-630-7648
PAUL F SCHMID	827 S SANTA FE AVE, VISTA, CA 92083-5237	760-724-2728
BRYAN CARMACK	528 GRAND AVENUE, WALNUT, CA 91789	909-598-6566
JASON D GOLDBLATT	1380 N CALIFORNIA BLVD, WALNUT CREEK, CA 94596-4520	925-932-7740

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES W RAMSEY	2100 HWY 46, WASCO, CA 93280	661-758-5197
MARTIN J GUERRERO	1598 FREEDOM BLVD, WATSONVILLE, CA 95076-3007	831-724-0919
TILA GUERRERO	1459 MAIN ST, WATSONVILLE, CA 95076	831-761-8450
MARILYN YAWNICK	1925 SHASTINA DR, WEED, CA 96094-9712	530-938-2806
PAUL PERNECKY	2157 LINCOLN AVE, WEST ALTADENA, CA 91001-5449	626-398-9966
KIM DUNCAN DOBBINS	931 SEPULVEDA BLVD, WEST CARSON, CA 90502	310-539-3102
ABDUL RAHIM AREF	819 PLAZA DR, WEST COVINA, CA 91790	626-338-8183
BRYAN CARMACK	2623 E VALLEY BLVD, WEST COVINA, CA 91792-3027	626-964-7991
PETER E HORNER	2501 S AZUSA (AMAR), WEST COVINA, CA 91791	626-961-4828
ROBERT E SANCHEZ	100 N AZUSA AVE, WEST COVINA, CA 91791-1341	626-331-0841
ROBERT E SANCHEZ	3030 GARVEY, WEST COVINA, CA 91791-2303	626-915-8077
MICHAEL S TECK	6433 PLATT AVE, WEST HILLS, CA 91307	818-883-2301
CHARLES SPECHT	1700 W CAPITOL AVE, WEST SACRAMENTO, CA 95691-2520	916-371-2212
CHARLES SPECHT	2729 W CAPITOL AVE, WEST SACRAMENTO, CA 95691	916-371-8333
CHARLES SPECHT	2244 LAKE WASHINGTON BLVD, WEST SACRAMENTO, CA 95691	916-372-6600
KATHY WIKSTROM	800 RIVERPOINT CIR, WEST SACRAMENTO, CA 95605	916-376-9000
ARNOLD REGALADO	4561 HOWARD RD, WESTLEY, CA 95387	209-894-3444
NEAL RUBY	13331 BEACH BLVD (WALMART #2495), WESTMINSTER, CA 92683	714-799-5972
NEAL RUBY	7112 WESTMINSTER AVENUE, WESTMINSTER, CA 92683-4233	714-894-4608
NORMAN CARTER	8840 N PAINTER AVE, WHITTIER, CA 90602-3342	562-696-0838
NORMAN CARTER	15000 WHITTIER BLVD, WHITTIER, CA 90603	562-696-2338
ALAN M RUBY	11755 WHITTIER BLVD, WHITTIER, CA 90601	562-908-4905
RICHARD M RUBY	11529 E WASHINGTON BLVD, WHITTIER, CA 90606-3123	562-695-2969
ALEX D MESTAS	23819 CLINTON KEITH RD, WILDOMAR, CA 92595	951-461-7345
JOHN G COOK	475 4TH ST, WILLIAMS, CA 95987	530-473-2330
ROBERT MENDES	1488 S MAIN ST, WILLITS, CA 95490-4301	707-459-2120
DENNY LIU	236 N HUMBOLT AVE, WILLOWS, CA 95988	530-934-5618
ALAN M RUBY	230 E PACIFIC COAST HWY, WILMINGTON, CA 90744-2615	310-834-1960
ELIZABETH Y LIN	125 WINDSOR RIVER RD, WINDSOR, CA 95492	707-837-0446
ROBERT MENDES	6653 HEMBREE LN (WALMART #2553), WINDSOR, CA 95492	707-836-7490
HARRIS LIU	55 WEST COURT STREET, WOODLAND, CA 95695	530-669-7012
MARY YIN LIU	1716 E MAIN ST (W*M #2190), WOODLAND, CA 95776	530-661-0193
MARY YIN LIU	1500 E MAIN ST, WOODLAND, CA 95695-6200	530-668-1011
DEBORAH I VOSS	23340 AVE SAN LUIS, WOODLAND HILLS, CA 91364	818-224-3996
KAREN LINTON-GRANSEE	22322 OLD CANAL RD, YORBA LINDA, CA 92686	714-283-3040
MARTIN RUBY	18515 YORBA LINDA BLVD, YORBA LINDA, CA 92886-4135	714-777-1250
MARILYN YAWNICK	1806 FORT JONES RD, YREKA, CA 96097-9532	530-842-5179
JOHN G COOK	1080 HARTER ROAD, YUBA CITY, CA 95993	530-673-2665
JOHN G COOK	866 COLUSA AVE, YUBA CITY, CA 95991-3733	530-674-3001
JOHN G COOK	NEC 20 & HARTER RD (W*M 1903), YUBA CITY, CA 95993	530-674-8248
JOHN G COOK	1254 STABLER LN, YUBA CITY, CA 95911	530-751-0193
RICHARD KALNAS	YUCAIPA BLVD & OAK GLN, YUCAIPA, CA 92399	909-790-5908
JEFFREY M MARTINEZ	57626 29 PALMS HWY, YUCCA VALLEY, CA 92284-3073	760-365-0707
GISELA T PHELAN	100 CRAFT DR, ALAMOSA, CO 81101-2272	719-589-2228
DON ANTHONY BOSELLI	5235 N WADSWORTH, ARVADA, CO 80002	303-420-1966
DON ANTHONY BOSELLI	9825 W 58TH AVE, ARVADA, CO 80002-2011	303-423-9161
DON ANTHONY BOSELLI	6590 N WADSWORTH, ARVADA, CO 80003	303-431-4733
JAMES K MCAVOY	8001 WADSWORTH BLVD, ARVADA, CO 80005	303-420-3034
JAMES K MCAVOY	14825 WEST 64TH AVENUE, ARVADA, CO 80007	303-423-0912
PAUL NELSON	406 S MILLS, ASPEN, CO 81611-1828	970-925-8647
GETA ASFAW	6101 S AURORA PKWY (W*M #5137), AURORA, CO 80016	303-680-6760
GETA ASFAW	5650 S CHAMBERS RD (WALMART #1689), AURORA, CO 80015	303-699-1965
GETA ASFAW	19893 E SMOKY HILL RD, AURORA, CO 80015	303-766-4678
JASON LESSNAU	9400 E HAMPDEN RD (WALMART#3566), AURORA, CO 80014	303-751-9301
RONALD LESSNAU	12900 E MISSISSIPPI AVE, AURORA, CO 80012	303-671-2578
RONALD LESSNAU	2651 S PARKER RD, AURORA, CO 80014	303-750-7384
KATHLEEN M LINNEMAN	1444 SOUTH HAVANA, AURORA, CO 80012	303-306-0256
KATHLEEN M LINNEMAN	3151 N AIRPORT BLVD, AURORA, CO 80011	303-364-0706
MARIA M REINERTH	6462 PARKER BLVD, AURORA, CO 80016	303-617-3339
PAUL NELSON	171 YODER AVE (W*M #1199), AVON, CO 81657	970-949-6177
JUAN SAMOUR	1191 1ST STREET, BENNETT, CO 80102	303-644-3336
AARON HOLLAND	1800 28TH STREET, BOULDER, CO 80301	303-443-4700
AARON HOLLAND	2920 BASELINE RD, BOULDER, CO 80303-2314	303-449-1916
RICHARD WLM BOSELLI	895 KUNER RD, BRIGHTON, CO 80601-2857	303-659-6602
RICHARD WLM BOSELLI	2017 PRAIRIE CENTER PARKWAY, BRIGHTON, CO 80601	720-685-7855
RICHARD C HILL	595 HWY 287, BROOMFIELD, CO 80020-1731	303-466-9764
RICHARD C HILL	1250 E 1ST AVE, BROOMFIELD, CO 80020	303-635-8020
AARON HOLLAND	625 INTERLOCKEN BLVD, BROOMFIELD, CO 80021-8243	303-460-7642
C ALAN HOAL	1035 N COLORADO AVE, BRUSH, CO 80723	970-842-2717
SCOTT G ANGELOS	440 LINCOLN AVE S, BURLINGTON, CO 80807	719-346-5190
DAVID M NAPIER	2305 FREMONT DR, CANON CITY, CO 81212	719-275-9257
JAMES JOSEPH BOSELLI	4999 FACTORY SHOP BLVD, CASTLE ROCK, CO 80104	303-660-8803
JAMES JOSEPH BOSELLI	995 PARK ST, CASTLE ROCK, CO 80104-1527	303-688-5880
MARIA M REINERTH	BRIARWOOD & LIMA, CENTENNIAL, CO 80112	303-790-4138
DOUGLAS R KING	3219 I 70 BUSINESS LOOP, CLIFTON, CO 81520	970-434-9190
BARBARA GOLDING	3535 HARTSEL DR, COLORADO SPRINGS, CO 80920	719-266-9772
BARBARA GOLDING	4801 NORTH ACADEMY BLVD., COLORADO SPRINGS, CO 80918	719-598-4982

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHARLES S GOLDING	3021 W COLORADO AVE, COLORADO SPRINGS, CO 80904	719-444-0132
CHARLES S GOLDING	755 ROCKRIMMON BLVD S, COLORADO SPRINGS, CO 80919	719-534-0277
CHARLES S GOLDING	4310 BARNES RD, COLORADO SPRINGS, CO 80917	719-572-1782
CHARLES S GOLDING	PETERSON AIR FORCE BASE BLDG 1365, COLORADO SPRINGS, CO 80914	719-597-4858
BRENT LOUZON	2705 JANITELL RD, COLORADO SPRINGS, CO 80906	719-538-0075
BRENT LOUZON	2515 S ACADEMY BLVD, COLORADO SPRINGS, CO 80910	719-392-8249
LESTER LOUZON	1824 S NEVADA, COLORADO SPRINGS, CO 80906-2517	719-633-1171
LESTER LOUZON	707 S. 8TH (WAL*MART #1434), COLORADO SPRINGS, CO 80905	719-634-1936
LESTER LOUZON	207 N WAHSATCH, COLORADO SPRINGS, CO 80903-3408	719-634-7589
LESTER LOUZON	390 S 8TH ST, COLORADO SPRINGS, CO 80906	719-635-5281
DJ MITCHELL	WOODMEN & POWERS (W*M #5123), COLORADO SPRINGS, CO 80920	719-593-0099
RACHEL MITCHELL	SWC POWERS & AIRPORT, COLORADO SPRINGS, CO 80916	719-574-3477
RACHEL MITCHELL	5450 TUTT BOULEVARD, COLORADO SPRINGS, CO 80922	719-591-8541
JASON THOMPSON	510 N MURRAY BLVD, COLORADO SPRINGS, CO 80915	719-573-1711
JASON THOMPSON	1575 SPACE CENTER DRIVE, COLORADO SPRINGS, CO 80915	719-597-1499
DON ANTHONY BOSELLI	10400 BELLE CREEK BLVD, COMMERCE CITY, CO 80640	303-289-3207
JUAN SAMOUR	5990 DAHLIA ST (W*M #2752), COMMERCE CITY, CO 80022	303-227-9950
FRANK J SANDOVAL	6050 PARKWAY DRIVE, COMMERCE CITY, CO 80022-3250	303-288-9418
JOHN F BRONSON	1322 E MAIN ST, CORTEZ, CO 81321-2914	970-565-6004
CHRISTOPHER J NICHOLS	1080 W VICTORY WAY, CRAIG, CO 81625-2940	970-824-7638
DEBORAH LONG-SHEA	108 GUNNISON RIVER RD, DELTA, CO 81416-1856	970-874-5503
ROSE A ANDOM	CONCOURSE A-8700 PENA BLVD, DENVER, CO 80249	303-342-9048
ROSE A ANDOM	CONCOURSE B-8900 PENA BLVD, DENVER, CO 80249	303-342-9050
ROSE A ANDOM	CONCOURSE C- 9100 PENA BLVD, DENVER, CO 80249	303-342-9052
GETA ASFAW	3790 QUEBEC ST, DENVER, CO 80238	303-321-7499
GETA ASFAW	3350 COLORADO BLVD, DENVER, CO 80205-3810	303-394-1541
GETA ASFAW	900 AURARIA PKWY, DENVER, CO 80204	303-595-8434
GETA ASFAW	300 S BROADWAY, DENVER, CO 80209	303-715-3612
GETA ASFAW	1350 W COLFAX, DENVER, CO 80204	720-904-9550
RICHARD WLM BOSELLI	3320 W 38TH AVE, DENVER, CO 80211-1910	303-458-0127
RICHARD WLM BOSELLI	5085 N FEDERAL BLVD, DENVER, CO 80221	303-477-0655
JOHN BUCAR	5550 W DARTMOUTH AVE, DENVER, CO 80227-5504	303-986-0814
THOMAS E CARLSON	200 16TH ST, DENVER, CO 80202-5101	303-534-6567
THOMAS E CARLSON	4020 W COLFAX, DENVER, CO 80204-1462	303-623-2016
THOMAS E CARLSON	505 E COLFAX AVE, DENVER, CO 80203-2017	303-832-4259
RICHARD C HILL	3490 PARK AVENUE WEST, DENVER, CO 80205	303-964-0757
JASON LESSNAU	6355 E EVANS, DENVER, CO 80224	303-756-0271
RONALD LESSNAU	5880 LEETSDALE DR, DENVER, CO 80224-1223	303-388-9073
RONALD LESSNAU	7075 E HAMPDEN AVE, DENVER, CO 80224-3032	303-756-4833
RONALD LESSNAU	1195 S COLORADO BLVD, DENVER, CO 80227	303-756-8430
RONALD LESSNAU	3996 E EVANS, DENVER, CO 80210	303-759-8313
KATHLEEN M LINNEMAN	6201-6275 E COLFAX, DENVER, CO 80220	303-333-0982
GREGORY D MERRILL	1395 SANTA FE, DENVER, CO 80223-3233	303-744-6769
RICHARD R MORRIS	1905 S FEDERAL BLVD, DENVER, CO 80219-5509	303-934-6836
MARIA M REINERTH	5090 S QUEBEC, DENVER, CO 80237-2707	303-694-0255
MARIA M REINERTH	2850 W ALAMEDA, DENVER, CO 80219	303-937-6880
JUAN SAMOUR	4475 PEORIA ST, DENVER, CO 80239-4817	303-373-4146
JUAN SAMOUR	4780 N. YAMPA STREET, DENVER, CO 80239	303-373-5377
FRANK J SANDOVAL	4490 N WASHINGTON, DENVER, CO 80216-3545	303-295-6961
FRANK J SANDOVAL	5750 N WASHINGTON ST, DENVER, CO 80216	303-297-2690
FRANK J SANDOVAL	8500 CRESTLINE AVE, DENVER, CO 80123	303-972-1967
JOHN F BRONSON	201 W 6TH ST, DURANGO, CO 81301-5464	970-247-2446
TODD R LUTHER	55 S. OAK B, EATON, CO 80615	970-454-5575
THOMAS E CARLSON	1701 SHERIDAN BLVD, EDGEWATER, CO 80214-1323	303-237-1070
DONALD D BOODEL JR	6686 S YOSEMITE CT, ENGLEWOOD, CO 80111	303-770-6650
KATHLEEN M LINNEMAN	630 W HAMPDEN AVE, ENGLEWOOD, CO 80110-2114	303-762-1187
KATHLEEN M LINNEMAN	3601 S FEDERAL, ENGLEWOOD, CO 80110-3212	303-781-4097
KATHLEEN M LINNEMAN	5100 S BROADWAY, ENGLEWOOD, CO 80121	303-806-9244
MARIA M REINERTH	10555 E BRIARWOOD CIR, ENGLEWOOD, CO 80124	303-662-1318
TODD R LUTHER	501 BIG THOMPSON AVE, ESTES PARK, CO 80517	970-586-3434
DON ANTHONY BOSELLI	9190 N FEDERAL BLVD, FEDERAL HEIGHTS, CO 80221-5835	303-426-1535
DON ANTHONY BOSELLI	2890 W 104TH AVE, FEDERAL HEIGHTS, CO 80260	720-889-2291
ROBERT G LUTHER	3512 TIMBERLINE RD, FORT COLLINS, CO 80524	970-206-0426
ROBERT G LUTHER	4424 DENROSE CT, FORT COLLINS, CO 80524	970-221-3299
ROBERT G LUTHER	1250 W ELIZABETH ST, FORT COLLINS, CO 80525-4509	970-221-4578
ROBERT G LUTHER	1675 N COLLEGE AVE, FORT COLLINS, CO 80524	970-221-8550
ROBERT G LUTHER	2401 S COLLEGE AVE, FORT COLLINS, CO 80525-1725	970-482-1612
C ALAN HOAL	1203 MAIN STREET, FORT MORGAN, CO 80701	970-867-8833
LESTER LOUZON	105 PLAZA, FOUNTAIN, CO 80911	719-391-1315
LESTER LOUZON	MESA RIDGE PKWY, FOUNTAIN, CO 80817	719-476-0514
SHARON S KOENIG	I 25 & HWY 52, FREDERICK, CO 80516	303-833-5366
DOUGLAS R KING	555 JURASSIC CT, FRUITA, CO 81521	970-858-3843
PAUL NELSON	3112 GLEN AVE, GLENWOOD SPRINGS, CO 81601-4443	970-945-4969
JAMES JOSEPH BOSELLI	902 SWEDE GULCH RD, GOLDEN, CO 80401	303-526-5810
FRANK J SANDOVAL	2881 YOUNGFIELD, GOLDEN, CO 80401-2267	303-238-8671
FRANK J SANDOVAL	17500 S GOLDEN RD, GOLDEN, CO 80401-2694	303-277-0020
CHRISTOPHER J NICHOLS	1131 THOMPSON ROAD, SUITE 101, GRANBY, CO 80446	970-887-3501

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DOUGLAS R KING	2881 NORTH AVE (W*M #1280), GRAND JUNCTION, CO 81501	970-241-4042
DOUGLAS R KING	1212 NORTH AVE, GRAND JUNCTION, CO 81501-3143	970-242-1105
SHANE KING	2438 C HWY 6 AND 50, GRAND JUNCTION, CO 81505	970-245-3900
SHANE KING	2545 RIMROCK AVE (W*M #5099), GRAND JUNCTION, CO 81505	970-263-9023
ERNEST L MARTIN	2912 W 10TH ST, GREELEY, CO 80634-5427	970-356-2513
PAUL NELSON	800 E TOMICHI, GUNNISON, CO 81230-2065	970-641-5050
KATHLEEN M LINNEMAN	9235 BROADWAY S, HIGHLANDS RANCH, CO 80126	303-683-7655
MARIA M REINERTH	6675 BUSINESS CENTER DR (W*M #1252), HIGHLANDS RANCH, CO 80126	303-683-3181
MARIA M REINERTH	8667 S QUEBEC ST, HIGHLANDS RANCH, CO 80126	303-470-9299
JAMES JOSEPH BOSELLI	2911 COLORADO BLVD, IDAHO SPRINGS, CO 80452	303-567-1410
SHARON S KOENIG	150 S PARISH AVE, JOHNSTOWN, CO 80534	970-587-8995
KEVIN T NAPIER	27680 HWY 50 FRONTAGE ROAD, LA JUNTA, CO 81050-9717	719-384-8979
JOHN BUCAR	12017 W. ALAMEDA PARKWAY, LAKEWOOD, CO 80228	303-989-0055
LAURA L BUCAR	1888 S WADSWORTH BLVD, LAKEWOOD, CO 80226	303-763-7500
FRANK J SANDOVAL	801 WADSWORTH, LAKEWOOD, CO 80215-6084	303-237-8231
FRANK J SANDOVAL	6801 WEST ALAMEDA, LAKEWOOD, CO 80226-3301	303-237-9690
FRANK J SANDOVAL	COLFAX & WADSWORTH, LAKEWOOD, CO 80214	303-274-6049
MITCHELL F SANDOVAL	10000 W. COLFAX AVE., LAKEWOOD, CO 80215	303-238-0665
SCOTT G ANGELOS	1011 N MAIN ST, LAMAR, CO 81052-2109	719-336-5763
JASON THOMPSON	HWY 24 & I 70, LIMON, CO 80828-9501	719-775-2782
DONALD D BOODEL JR	8241 S HOLLY, LITTLETON, CO 80122-4003	303-740-8565
KATHLEEN M LINNEMAN	6300 S BROADWAY, LITTLETON, CO 80120	303-794-6714
KATHLEEN M LINNEMAN	8011 S BROADWAY, LITTLETON, CO 80122-2716	303-797-0767
MARTIN MARES	6650 W COAL MINE RD, LITTLETON, CO 80123-4572	303-973-8229
MARTIN MARES	8286 S WADSWORTH BLVD & CHATFIELD, LITTLETON, CO 80123	720-981-5550
GREGORY D MERRILL	5858 S SANTA FE, LITTLETON, CO 80120	303-795-5649
GREGORY D MERRILL	2700 W BELLEVIEW, LITTLETON, CO 80120	720-283-3039
FRANK J SANDOVAL	7509 S ALKIRE ST, LITTLETON, CO 80127	303-904-9552
FRANK J SANDOVAL	BOWLES & C-470 (W*M #5049), LITTLETON, CO 80127	720-981-9944
MITCHELL F SANDOVAL	10177 W. PROGRESS, LITTLETON, CO 80127	303-973-4440
MARIA M REINERTH	9800 S YOSEMITE, LONE TREE, CO 80124	303-925-0690
ROBERT F CHARLES III	1051 S HOVER RD, LONGMONT, CO 80501	303-682-1948
ROBERT F CHARLES III	1900 N MAIN ST, LONGMONT, CO 80501-1914	303-772-3017
ROBERT F CHARLES III	HWY 119 & GREAT WESTERN DRIVE, LONGMONT, CO 80501	303-772-3400
ROBERT F CHARLES III	245 S MAIN, LONGMONT, CO 80501-6423	303-776-9383
SHARON S KOENIG	I 25 & HWY 119, LONGMONT, CO 80502	303-651-9608
RICHARD C HILL	939 DILLON RD, LOUISVILLE, CO 80027	303-666-9033
SHARON S KOENIG	250 WEST 65TH *WM, LOVELAND, CO 80538	970-461-1566
SHARON S KOENIG	1325 S DENVER (W*M #953), LOVELAND, CO 80538	970-612-0011
SHARON S KOENIG	1620 FOX TRAIL DR, LOVELAND, CO 80538	970-663-5065
SHARON S KOENIG	1809 W EISENHOWER RD, LOVELAND, CO 80537-3132	970-669-4211
SHARON S KOENIG	209 E 29TH, LOVELAND, CO 80538-2721	970-669-8250
JENNIFER LONG-WALKER	1451 ODELLE RD, MONTROSE, CO 81401	970-240-2722
JENNIFER LONG-WALKER	1035 MAIN ST, MONTROSE, CO 81401-4041	970-249-3339
JAMES JOSEPH BOSELLI	765 WEST BAPTIST ROAD, MONUMENT, CO 80132	719-481-8742
JAMES JOSEPH BOSELLI	450 HWY 105, MONUMENT, CO 80132-9125	719-488-0044
PAUL NELSON	811 CASTLE VALLEY BLVD., NEW CASTLE, CO 81647	970-984-3332
DON ANTHONY BOSELLI	599 W 104TH AVE, NORTHGLENN, CO 80234-4002	303-452-8894
JESSE F DONAHUE	40 TALISMAN DR BLDG 213-I, PAGOSA SPRINGS, CO 81147	970-731-1016
MARIA M REINERTH	9160 CROWN CREST BLVD, PARKER, CO 80138	720-851-6040
MARIA M REINERTH	10011A S JORDAN RD, PARKER, CO 80134	720-851-7615
BARBARA GOLDING	7255 N. MERIDIAN ROAD, PEYTON, CO 80831	719-494-8498
DAVID M NAPIER	612 W NORTHERN AVE, PUEBLO, CO 81008	719-544-3424
DAVID M NAPIER	800 W 6TH ST, PUEBLO, CO 81002	719-545-2388
DAVID M NAPIER	1921 S PUEBLO BLVD, PUEBLO, CO 81004	719-564-0470
KEVIN T NAPIER	711 HWY 50 W, PUEBLO, CO 81008-1603	719-542-7601
KEVIN T NAPIER	1007 BONFORTE BLVD, PUEBLO, CO 81001	719-543-2767
KEVIN T NAPIER	1650 SANTA FE DR, PUEBLO, CO 81006	719-544-8968
KEVIN T NAPIER	1012 N MARKET PLZ, PUEBLO WEST, CO 81007	719-547-9458
PAUL NELSON	709 TAUGHENBAUGH BLVD, RIFLE, CO 81650-2704	970-625-3236
PAUL NELSON	840 E RAINBOW BLVD, SALIDA, CO 81201-2908	719-539-2288
PAUL NELSON	220 SUMMIT PL, SILVERTHORNE, CO 80498	970-468-5646
CHRISTOPHER J NICHOLS	1150 S LINCOLN AVE PO BOX 772130, STEAMBOAT SPRINGS, CO 80477	970-879-0247
C ALAN HOAL	214 W MAIN ST, STERLING, CO 80751-3143	970-522-1407
DON ANTHONY BOSELLI	8700 N WASHINGTON, THORNTON, CO 80229-4712	303-289-4886
DON ANTHONY BOSELLI	780 W. 84TH AVE, THORNTON, CO 80260	303-412-0544
DON ANTHONY BOSELLI	3994 E 120TH, THORNTON, CO 80233	303-450-0428
DON ANTHONY BOSELLI	98TH & GRANT (WALMART #1231), THORNTON, CO 80229	303-451-8658
DON ANTHONY BOSELLI	10195 N. WASHINGTON, THORNTON, CO 80229-2001	303-452-5119
DON ANTHONY BOSELLI	3690 E 104TH AVE, THORNTON, CO 80229	303-453-0708
DON ANTHONY BOSELLI	611 E 120TH AVE, THORNTON, CO 80241	720-872-0121
DON ANTHONY BOSELLI	12875 QUEBEC ST., THORNTON, CO 80602	720-872-2395
GISELA T PHELAN	322 NEVADA AVE, TRINIDAD, CO 81082-2556	719-846-3322
PAUL NELSON	2171 N FRONTAGE RD W, VAIL, CO 81657-4957	970-476-1966
ROBERT G LUTHER	8120 6TH STREET (LOT 3), WELLINGTON, CO 80549	970-568-7933
DON ANTHONY BOSELLI	9995 WADSWORTH, WESTMINSTER, CO 80020	303-420-8484
DON ANTHONY BOSELLI	5770 W 88TH AVE, WESTMINSTER, CO 80030-3030	303-428-5330

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DON ANTHONY BOSELLI	5155 W 72ND, WESTMINSTER, CO 80030-5137	303-428-7491
DON ANTHONY BOSELLI	7400 FEDERAL BLVD, WESTMINSTER, CO 80030-4905	303-429-9226
DON ANTHONY BOSELLI	9499 N SHERIDAN(WALMART #2223), WESTMINSTER, CO 80030	303-650-8888
DON ANTHONY BOSELLI	7155 SHERIDAN BLVD, WESTMINSTER, CO 80030	720-540-6914
RICHARD C HILL	200 W 136TH AVE, WESTMINSTER, CO 80234-1204	303-252-1480
RICHARD C HILL	2171 W 128TH AVE, WESTMINSTER, CO 80234	303-450-7500
FRANK J SANDOVAL	38TH & WADSWORTH, WHEAT RIDGE, CO 80033	303-421-5250
ROBERT G LUTHER	1061 MAIN, WINDSOR, CO 80550	970-686-2975
CHRISTOPHER J NICHOLS	HWY 40, WINTER PARK, CO 80482	970-726-0566
CHARLES S GOLDING	524 HWY 24 E, WOODLAND PARK, CO 80866	719-687-0777
NICHOLAS HASKOS	185 NEW BRITAIN RD, BERLIN, CT 06037	860-224-0501
GEORGE R MICHELL	273 COTTAGE GROVE RD, BLOOMFIELD, CT 06002	860-242-4654
RICHARD SPERO	I - 95 EASTBOUND, BRANFORD, CT 06405	203-481-8661
CHRISTIAN J TREFZ	424 W MAIN ST, BRANFORD, CT 06405	203-488-9353
CHRISTIAN C TREFZ	1900 FAIRFIELD AVE, BRIDGEPORT, CT 06605	203-330-9440
CHRISTIAN C TREFZ	250 N AVE, BRIDGEPORT, CT 06606	203-334-7338
CHRISTIAN C TREFZ	1025 MAIN ST, BRIDGEPORT, CT 06604	203-334-9686
CHRISTIAN C TREFZ	4219 MAIN ST, BRIDGEPORT, CT 06606	203-371-5879
JOSEPH A RODRIGUEZ	100 N MAIN ST, BRISTOL, CT 06011	860-582-6069
PAUL D TREFZ	FEDERAL RD & BEVERLY DR, BROOKFIELD, CT 06804	203-775-8531
ALICIA C CANNING	220 ALBANY TPKE, CANTON, CT 06019	860-693-9284
RACHEL DEANE	850 S MAIN ST, CHESHIRE, CT 06410	203-272-5587
RICHARD SPERO	108 W MAIN ST, CLINTON, CT 06413	860-669-1005
ROGER D FACEY	375 S MAIN ST, COLCHESTER, CT 06415	860-537-3555
NICHOLAS HASKOS	125 BERLIN RD, CROMWELL, CT 06416	860-632-7260
NICHOLAS HASKOS	30 SHUNPIKE RD, CROMWELL, CT 06416	860-635-5572
ERNEST C TREFZ	2 LAKE AVE, DANBURY, CT 06810	203-778-0102
ERNEST C TREFZ	NEWTOWN RD AND RT 6, DANBURY, CT 06810	203-790-1130
PAUL D TREFZ	7 BACKUS AVENUE SUITE 246, DANBURY, CT 06810	203-743-0052
PAUL D TREFZ	2 PADANARUM ROAD, DANBURY, CT 06810	203-798-2668
ROBERT PLUNKETT	RTE 6 554 PROVIDENCE RD, DANIELSON, CT 06239	860-774-9799
GEORGE R MICHELL	I-95 DARIEN EAST, DARIEN, CT 06820	203-656-1859
SANTIAGO J NEGRE	DARIEN WEST BOUND I-95 SOUTH, DARIEN, CT 06820	203-656-0027
JOSEPH A RODRIGUEZ	652 NEW HAVEN AVE, DERBY, CT 06418	203-734-3437
JOSEPH A RODRIGUEZ	44 DIVISION ST, DERBY, CT 06418	203-734-9734
NICHOLAS HASKOS	15 E HIGH ST, EAST HAMPTON, CT 06424	860-267-9511
EDWARD M WALSH JR.	1261 BURNSIDE AVE, EAST HARTFORD, CT 06108	860-528-7380
RICHARD SPERO	687 MAIN ST, EAST HAVEN, CT 06512	203-466-1289
JOSEPH LA BIANCA	CHESTERFIELD RD @ BOSTON POST RD., EAST LYME, CT 06333	860-691-2063
EDWARD M WALSH JR.	ROUTE 83, ELLINGTON, CT 06029	860-871-0200
JORGE B GOMEZ	97 ELM ST, ENFIELD, CT 06082	860-741-0807
JORGE B GOMEZ	28 HAZARD AVE, ENFIELD, CT 06082	860-745-1484
JORGE B GOMEZ	34 ENFIELD ST, ENFIELD, CT 06082	860-745-4314
JORGE B GOMEZ	585 HAZARD AVE, ENFIELD, CT 06082	860-763-4122
ROGER D FACEY	267 ROUND HILL RD, FAIRFIELD, CT 06430	203-259-9815
GEORGE R MICHELL	165 ROUND HILL RD, FAIRFIELD, CT 06430	203-259-8917
SANTIAGO J NEGRE	1835 BLACK ROCK TPKE, FAIRFIELD, CT 06825	203-366-1900
CHRISTIAN C TREFZ	536 POST RD, FAIRFIELD, CT 06430	203-259-7973
SANTIAGO J NEGRE	FARMINGTON AVE., FARMINGTON, CT 06085	860-404-0881
RICHARD SPERO	ROUTE 12 MILITARY HIGHWAY, GALES FERRY, CT 06335	860-464-7712
SUSAN BEHARR	2915 MAIN ST, GLASTONBURY, CT 06033	860-633-1731
JAMES MCGARRY	9 BANK ST, GRANBY, CT 06035	860-653-9355
CHRISTIAN C TREFZ	268 W PUTMAN AVE, GREENWICH, CT 06830	203-629-9068
JOSEPH LA BIANCA	561 LONGHILL RD, GROTON, CT 06340	860-445-7830
RICHARD SPERO	617 BOSTON POST RD, GUILFORD, CT 06437	203-453-2845
ROGER D FACEY	1260 DIXWELL AVE, HAMDEN, CT 06514	203-230-8065
ROGER D FACEY	2320 DIXWELL AVE, HAMDEN, CT 06514	203-230-8116
ROGER D FACEY	98 WESTON ST, HARTFORD, CT 06120	860-724-0200
SANTIAGO J NEGRE	1303 ALBANY AVE, HARTFORD, CT 06112	860-247-3612
ANEKA YOUNG	507 FLATBUSH AVE, HARTFORD, CT 06106	860-953-1305
JUDY G YOUNG	76 BRAINARD RD, HARTFORD, CT 06114	860-247-7300
JUDY G YOUNG	214 PROSPECT AVE, HARTFORD, CT 06106	860-523-5303
JUDY G YOUNG	170-176 WASHINGTON ST, HARTFORD, CT 06106	860-560-2292
ROBERT PLUNKETT	1141 KILLINGLY COMMONS DR, KILLINGLY, CT 06241	860-774-9755
RICHARD SPERO	I-95 EASTBOUND, MADISON, CT 06443	203-245-8827
RICHARD SPERO	I-95 WESTBOUND, MADISON, CT 06443	203-245-9784
EDWARD M WALSH JR.	70 W CENTER RD, MANCHESTER, CT 06040	860-643-6682
EDWARD M WALSH JR.	1221 TOLLAND TPKE, MANCHESTER, CT 06040	860-643-9735
EDWARD M WALSH JR.	144 DEMING ST, MANCHESTER, CT 06040	860-648-0769
RACHEL DEANE	118 STORRS RD, MANSFIELD CENTER, CT 06250	860-450-4233
MOHAMMAD GHADIMIAN	533 SOUTH BROAD ST., MERIDEN, CT 06450	203-639-1011
NICHOLAS HASKOS	470 LEWIS AVE, MERIDEN, CT 06451	203-630-9331
DINO KARATZAS	783 E MAIN ST, MERIDEN, CT 06450	203-237-3919
THEODORE S ZAFIRIS	412 W MAIN ST, MERIDEN, CT 06450	203-238-4212
MOHAMMAD GHADIMIAN	611 S MAIN, MIDDLETOWN, CT 06457	860-346-8751
ROGER D FACEY	MILFORD EAST BOUND RT 95, MILFORD, CT 06460	203-783-1866
CHRISTIAN J TREFZ	1376 BOSTON POST RD, MILFORD, CT 06460	203-874-9604

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHRISTIAN J TREFZ	439 BRIDGEPORT AVE, MILFORD, CT 06460	203-874-9606
ERNEST C TREFZ	MILFORD WESTBD RT 95, MILFORD, CT 06460	203-783-1864
DAVID HAWTHORNE	390 MONROE TPKE, MONROE, CT 06468	203-459-1927
RICHARD SPERO	538 NORWICH, MONTVILLE, CT 06382	860-848-8360
JOSEPH LA BIANCA	COOGAN BLVD - ROUTE 27, MYSTIC, CT 06355	860-536-9123
CHRISTIAN C TREFZ	718 RUBBER AVE, NAUGATUCK, CT 06770	203-729-0807
CHRISTIAN C TREFZ	571 NEW HAVEN RD, NAUGATUCK, CT 06770	203-729-2434
BARBARA J SANTACROCE	698 W. MAIN STREET, NEW BRITAIN, CT 06051	860-225-5487
BARBARA J SANTACROCE	40 MARTIN LUTHER KING JR DR, NEW BRITAIN, CT 06051	860-229-0178
JUDY G YOUNG	635 HARTFORD RD, NEW BRITAIN, CT 06053	860-521-9106
ROGER D FACEY	250 WHALLEY AVE, NEW HAVEN, CT 06501	203-865-8719
SANTIAGO J NEGRE	280 KIMBERLY AVE, NEW HAVEN, CT 06519	203-776-1126
JOSEPH A RODRIGUEZ	1094 WHALLEY AVE, NEW HAVEN, CT 06515	203-389-6456
RICHARD SPERO	225 FOXON BLVD, NEW HAVEN, CT 06513	203-468-8526
RICHARD SPERO	308 FERRY ST, NEW HAVEN, CT 06510	203-776-1464
JOSEPH LA BIANCA	406 COLEMAN ST, NEW LONDON, CT 06320	860-443-9377
PAUL D TREFZ	48 DANBURY RD, NEW MILFORD, CT 06776	860-354-2356
GEORGE R MICHELL	2375 BERLIN TPKE, NEWINGTON, CT 06111	860-667-4600
CHRISTIAN J TREFZ	280 BRANFORD ROAD, NORTH BRANFORD, CT 06471	203-481-6237
MARCIA S LEE	18 MAIN ST, NORTH CANAAN, CT 06018	860-824-5281
ROGER D FACEY	365 UNIVERSAL DR, NORTH HAVEN, CT 06473	203-234-1269
JOHN D MCKNIGHT	129 WASHINGTON AVE, NORTH HAVEN, CT 06473	203-239-9086
JOSEPH LA BIANCA	155 WATERFORD PARKWAY (WM #2331), NORTH WATERFORD, CT 06385-1208	860-442-0203
DAVID HAWTHORNE	26 BELDEN AVENUE, NORWALK, CT 06850	203-845-8766
DAVID HAWTHORNE	531 WESTPORT AVE, NORWALK, CT 06851	203-849-0242
CHRISTIAN C TREFZ	726 CONNECTICUT AVE, NORWALK, CT 06054	203-838-4243
CHRISTIAN C TREFZ	340 MAIN AVE, NORWALK, CT 06851	203-846-8309
RICHARD SPERO	1061 BOSTON POST RD, OLD SAYBROOK, CT 06475	860-388-6895
ROGER D FACEY	57 BOSTON POST RD, ORANGE, CT 06477	203-799-8214
DENNIS LUCOVICH	465 LIBERTY STREET, PAWCATUCK, CT 06379	860-599-9903
ROBERT PLUNKETT	RTE 12 - 796 NORWICH RD, PLAINFIELD, CT 06374	860-564-7567
BARBARA J SANTACROCE	260 NEW BRITIAN AVE, PLAINVILLE, CT 06062	860-410-0703
BARBARA J SANTACROCE	7 MAPLE ST, PLAINVILLE, CT 06062	860-747-0887
DINO KARATZAS	894 MERIDEN WATERBURY, PLANTSVILLE, CT 06479	860-621-2739
ROBERT PLUNKETT	RTE 44 - 6 PROVIDENCE TURNPIKE, PUTNAM, CT 06260	860-928-5008
CHRISTIAN C TREFZ	1207 E PUTNAM AVE, RIVERSIDE, CT 06878	203-637-8598
EDWARD M WALSH JR.	74 RESERVOIR ROAD, ROCKVILLE, CT 06066	860-871-6118
SUSAN BEHAN	1994 SILAS DEANE HWY, ROCKY HILL, CT 06067	860-563-1293
CHRISTIAN C TREFZ	RT 67 & 255 BANK ST, SEYMOUR, CT 06483	203-881-3647
JAMES MCGARRY	22 ALBANY TPKE, SIMSBURY, CT 06070	860-651-9589
JAMES MCGARRY	769 JOHN FITCH BLVD, SOUTH WINDSOR, CT 06074	860-282-0150
ERNEST C TREFZ	US RT 6, SOUTHURBY, CT 06488	203-262-9820
EDWARD M WALSH JR.	89 W STAFFORD RD, STAFFORD SPRINGS, CT 06076	860-684-9697
CHRISTIAN C TREFZ	25 BEDFORD ST, STAMFORD, CT 06904	203-357-8044
ERNEST C TREFZ	1103 E MAIN ST, STAMFORD, CT 06901	203-359-9238
SANTIAGO J NEGRE	411 BARNUM AVE, STRATFORD, CT 06615	203-378-0351
SANTIAGO J NEGRE	2439 BARNUM AVE, STRATFORD, CT 06614	203-378-8789
CHRISTIAN C TREFZ	321 MAIN ST, TERRYVILLE, CT 06786	860-584-1044
JAMES MCGARRY	1858 E MAIN ST, TORRINGTON, CT 06790	860-626-8008
SCOTT TAYLOR	693 N MAIN ST, TORRINGTON, CT 06790	860-482-2464
EDGARD GERENA	5065 MAIN ST, TRUMBULL, CT 06611	203-371-7040
EDGARD GERENA	60 HAWLEY LANE, TRUMBULL, CT 06611	203-375-9154
EDWARD M WALSH JR.	89 TALCOTVILLE RD, VERNON, CT 06066	860-870-7980
THEODORE S ZAFIRIS	608 N COLONY, WALLINGFORD, CT 06492	203-269-2619
CHRISTIAN C TREFZ	184 CHASE AVE, WATERBURY, CT 06704	203-573-0880
CHRISTIAN C TREFZ	755 LAKEWOOD RD, WATERBURY, CT 06704	203-757-3671
ERNEST C TREFZ	45 THOMASTON AVE, WATERBURY, CT 06702	203-757-3524
ERNEST C TREFZ	530 REIDVILLE DR, WATERBURY, CT 06705	203-757-3531
THEODORE S ZAFIRIS	325 UNION ST, WATERBURY, CT 06706	203-757-4955
JOSEPH LA BIANCA	117 BOSTON POST RD, WATERFORD, CT 06385	860-444-2780
CHRISTIAN C TREFZ	564 STRAITS TPKE, WATERTOWN, CT 06795	860-274-3867
SANTIAGO J NEGRE	2534 ALBANY AVENUE, WEST HARTFORD, CT 06107	860-236-8580
JOSEPH A RODRIGUEZ	1129 CAMPBELL AVE, WEST HAVEN, CT 06516	203-934-9206
DAVID HAWTHORNE	701 POST RD E, WESTPORT, CT 06880	203-454-1900
ANEKA YOUNG	1464 W MAIN, WILLIMANTIC, CT 06226	860-450-3772
ROGER D FACEY	350 BLOOMFIELD AVE, WINDSOR, CT 06095	860-285-8679
JORGE B GOMEZ	195 TURNPIKE RD, WINDSOR LOCKS, CT 06096	860-623-4373
GEORGE R MICHELL	NEW MAIN TERMINAL, WINDSOR LOCKS, CT 06096	860-292-1580
SCOTT TAYLOR	15 S MAIN ST RTE 44, WINSTED, CT 06098	860-379-6904
MAX W VAN VALKENBURG	SHERMAN AND CHAPEL HILL ROAD, GUANTANAMO BAY, CUBA	703-273-9866
LESLIE DUKART	1401 GOVERNORS PL, BEAR, DE 19701	302-836-1308
THOMAS W BAXTER	USHY 1 & ADDY RD, BETHANY BEACH, DE 19930	302-537-1226
MICHAEL A MEOLI	18733 JUSSEX HWY, BRIDGEVILLE, DE 19933	302-337-7882
LANIE SALEBRA	263 WALMART DRIVE (W'M #5039), CAMDEN, DE 19934	302-698-3246
TIFFANY BEACH	38667 SUSSEX HIGHWAY, DELMAR, DE 19940	302-846-0105
ROBERT A COCOZZOLI	879 N. DUPONT HIGHWAY, DOVER, DE 19901-2000	302-674-8573
ROBERT A COCOZZOLI	1788N DUPONT HIGHWAY, DOVER, DE 19901	302-734-0950

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LANIE SALEBRA	1424 FORREST AVE - ROUTE 8, DOVER, DE 19901-3315	302-674-2095
LANIE SALEBRA	915 SOUTH DUPONT HIGHWAY, DOVER, DE 19901-4419	302-674-8080
LANIE SALEBRA	1704 EAST LEBANON RD - ROUTE 10, DOVER, DE 19901-5845	302-735-4537
MICHAEL A MEOLI	20817 DUPONT BLVD, GEORGETOWN, DE 19947	302-856-6101
LESLIE DUKART	2351 S COLLEGE AVE, GLASGOW, DE 19702	302-733-0818
RICHARD B HOFF	16758 S DUPONT HWY, HARRINGTON, DE 19952	302-398-0222
ALAN DUKART	580 MIDDLETOWN-WARWICK ROAD, MIDDLETOWN, DE 19709	302-378-3936
MICHAEL DUKART	705 MIDDLETOWN WARWICK RD, MIDDLETOWN, DE 19709	302-376-4390
LANIE SALEBRA	653 NORTH DUPONT HIGHWAY, MILFORD, DE 19963-1001	302-422-5161
MICHAEL A MEOLI	30255 COMMERCE DR, MILLSBORO, DE 19966	302-933-0750
MICHAEL A MEOLI	24943 JOHN J. WILLIAMS HWY., MILLSBORO, DE 19966	302-947-2602
CHARLES F EHLERS	101 SOUTH DUPONT HIGHWAY, NEW CASTLE, DE 19720	302-322-3798
CHARLES F EHLERS	3010 NEW CASTLE AVE, NEW CASTLE, DE 19720	302-656-9717
CHARLES T EHLERS	700 N. DUPONT HIGHWAY, NEW CASTLE, DE 19720	302-328-8804
ALAN DUKART	815 SOUTH COLLEGE AVENUE, NEWARK, DE 19713-4001	302-738-7857
LESLIE DUKART	374 EAST MAIN STREET, NEWARK, DE 19711-7149	302-737-0502
CHARLES F EHLERS	4160 OGLETOWN/STANTON ROAD, NEWARK, DE 19713	302-737-4424
MANISH SHAH	CHRISTIANA MALL, NEWARK, DE 19702	302-454-1400
MICHAEL A MEOLI	18878 COASTAL HWY, REHOBOTH BEACH, DE 19971	302-645-4885
KENNETH D HOFF	300 N DUAL HWY, SEAFORD, DE 19973	302-629-3666
MICHAEL A MEOLI	38215 DUPONT BLVD, SELBYVILLE, DE 19975	302-436-6036
LANIE SALEBRA	333 N DUPONT HWY, SMYRNA, DE 19977	302-653-6330
CHARLES F EHLERS	1790 W NEWPORT, STANTON, DE 19804	302-994-0162
LESLIE DUKART	2507 CONCORD PIKE, WILMINGTON, DE 19803-5002	302-478-5685
CHARLES F EHLERS	4625 KIRKWOOD HIGHWAY, WILMINGTON, DE 19808-5005	302-999-8170
RAOUL GREGORY ALVAREZ	4950 S DAKOTA NE, WASHINGTON, DC 20017	202-529-5126
RAOUL GREGORY ALVAREZ	1901 9TH ST NE, WASHINGTON, DC 20018	202-832-9225
MARK W FURR	2228 NEW YORK AVE NE, WASHINGTON, DC 20002	202-526-2835
MARK W FURR	424 RHODE ISLAND AVE NE, WASHINGTON, DC 20002	202-526-3138
RONALD J GANTT	911 EAST ST NW, WASHINGTON, DC 20004	202-347-1940
RONALD J GANTT	2529 GOOD HOPE RD SE, WASHINGTON, DC 20020	202-582-5220
LUIS E GAVIGNANO	5948 GEORGIA AVE NW, WASHINGTON, DC 20011	202-291-5043
LUIS E GAVIGNANO	14TH & U ST NW, WASHINGTON, DC 20009	202-462-6140
LUIS E GAVIGNANO	450 5TH ST NW, WASHINGTON, DC 20001	202-628-5903
LUIS E GAVIGNANO	601 F ST NW, WASHINGTON, DC 20004	202-737-0119
LUIS E GAVIGNANO	75 NEW YORK AVE NE, WASHINGTON, DC 20002	202-789-0276
LUIS C MATEOS	1235 NEW YORK AVE NW, WASHINGTON, DC 20005	202-347-9497
LUIS C MATEOS	3901 MINN AVE / DIX ST N, WASHINGTON, DC 20019	202-399-0686
LUIS C MATEOS	4301 NH BURRGHS AVE NE, WASHINGTON, DC 20019	202-399-1396
LUIS C MATEOS	2 I ST SE, WASHINGTON, DC 20003	202-479-0518
LUIS C MATEOS	750 17TH ST NW, WASHINGTON, DC 20006	202-828-8311
JOSEPH E MONTOYA	2616 CONECTICUT AVE NW, WASHINGTON, DC 20008	202-462-8773
JOSEPH E MONTOYA, JR.	2481-83 18TH ST NW, WASHINGTON, DC 20009	202-332-1805
DAVID W RARDIN	555 13TH ST NW, WASHINGTON, DC 20004	202-638-5933
KYUNG B RHEE	1619 17TH ST NW, WASHINGTON, DC 20009	202-234-9327
KYUNG B RHEE	1916 M ST NW, WASHINGTON, DC 20036	202-296-8839
BHUPENDRA SHAH	1635 BENNING RD, WASHINGTON, DC 20002	202-397-1190
BHUPENDRA SHAH	839 8TH & H ST NE, WASHINGTON, DC 20002	202-546-4640
BHUPENDRA SHAH	1539 PENNSYLVANIA AVE SE, WASHINGTON, DC 20003	202-547-4851
CAROL VAN VALKENBURG	5300 WISCONSIN AVE, WASHINGTON, DC 20015	202-244-1122
NEVA VAN VALKENBURG	4130 WISCONSIN AVE NW, WASHINGTON, DC 20016	202-363-3955
NEVA VAN VALKENBURG	955 LENFANT PLAZA NORTH SW, WASHINGTON, DC 20024	202-484-0525
CRAIG T WELBURN	2328 GEORGIA AVE NW, WASHINGTON, DC 20001	202-387-2111
CRAIG T WELBURN	UNION STA/50 MASS AVE, WASHINGTON, DC 20002	202-408-5014
CRAIG T WELBURN	7425 GEORGIA AVE NW, WASHINGTON, DC 20011	202-882-6372
MICHAEL STREICHER	16018 NW USHY 441, ALACHUA, FL 32615	386-462-1187
ROBERT J ALLEGROE	3141 E SEMORAN BLVD, APOPKA, FL 32703	407-869-8076
ROBERT J ALLEGROE	1681 ROCK SPRINGS RD, APOPKA, FL 32712	407-880-4434
ROBERT J ALLEGROE	233 E MAIN ST, APOPKA, FL 32703	407-886-0822
EDD G VOWELS	1203 OAK ST, ARCADIA, FL 32466	863-494-1312
SHAWN KUTHAN	435 ATLANTIC BLVD, ATLANTIC BEACH, FL 32233	904-246-9577
MICHAEL G POTAPOW JR.	1003 US HWY 301 S, BALDWIN, FL 32234-3601	904-266-4808
ROBERT J BATEMAN	1470 N BROADWAY, BARTOW, FL 33830	863-533-4003
STEVEN NISBET	833 S MAIN ST, BELLE GLADE, FL 33430	561-996-7122
NATHAN PYLES	5515 SE ABSHIER BLVD, BELLEVUE, FL 34420	352-245-7722
DAVID MICHAEL COSTA	20495 W CENTRAL AVE, BLOUNTSTOWN, FL 32424-2147	850-674-2977
PHILIP GRAY	7030 PALMETTO PARK RD, BOCA RATON, FL 33433	561-392-6768
PHILIP GRAY	20594 STATE RD #7, BOCA RATON, FL 33498	561-482-6110
PHILIP GRAY	23073 SANDALFOOT PLAZA DR, BOCA RATON, FL 33428	561-483-9676
JAMES R UPCHURCH, JR.	21150 S MILITARY TRAIL, BOCA RATON, FL 33486	561-391-5185
JAMES R UPCHURCH, JR.	2140 N FEDERAL HWY, BOCA RATON, FL 33431	561-392-7776
MARK WATSON	710 YAMATO ROAD, BOCA RATON, FL 33431	561-549-0174
MARK WATSON	2911 CLINTMOORE RD, BOCA RATON, FL 33496	561-994-3602
DENNIS W LAREAU	2010 S. WAUKESHA ST., BONIFAY, FL 32425	850-547-3334
MICHAEL LEE ADAMS	27996 OAKLAND DR, BONITA SPRINGS, FL 34135	239-498-8838
MICHAEL LEE ADAMS	28215 TAMIAI TRL, BONITA SPRINGS, FL 33923	239-947-3300
MICHELE K HEISNER	1610 S CONGRESS AVE, BOYNTON BEACH, FL 33436	561-732-3331

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAUL G RAFFA	1799 N CONGRESS BLVD, BOYNTON BEACH, FL 33435	561-369-1550
PAUL G RAFFA	1810 S FEDERAL HWY, BOYNTON BEACH, FL 33435	561-737-4848
MARK WATSON	9915 JOG RD, BOYNTON BEACH, FL 33437	561-732-7999
MARK WATSON	9858 MILITARY TRL, BOYNTON BEACH, FL 33436	561-738-0961
CYNTHIA KENNEDY	11150 SR #64, BRADENTON, FL 34212	941-749-7909
CYNTHIA KENNEDY	7300 CORTEZ RD, BRADENTON, FL 34210	941-795-7863
SAMUEL G KENNEDY	6708 MANATEE AVE W, BRADENTON, FL 34209	941-794-6227
BLAKE J CASPER	502 W BRANDON BLVD, BRANDON, FL 33511	813-685-1355
BLAKE J CASPER	985 E BLOOMINGDALE AVE, BRANDON, FL 33511	813-685-9163
BLAKE J CASPER	11212 CAUSWAY BLVD, BRANDON, FL 33511	813-689-7931
BLAKE J CASPER	11110 CAUSEWAY BLVD (W*M #2387), BRANDON, FL 33511	813-849-6391
JUAN C PRADO	102 SW US HWY #27, BRANFORD, FL 32008	386-935-0655
JOSEPH D DAVID	13100 CORTEZ BLVD, BROOKSVILLE, FL 34613	352-596-7042
JOSEPH D DAVID	13300 CORTEZ BLVD (WAL*MART #1213), BROOKSVILLE, FL 34613	352-597-7925
JOSEPH D DAVID	845 S BROAD ST, BROOKSVILLE, FL 34601	352-796-3124
JOSEPH D DAVID	7305 BROAD ST (W*M #3526), BROOKSVILLE, FL 34601	352-799-1570
JUAN C PRADO	31038 CORTEZ BLVD, BROOKSVILLE, FL 34602	352-754-1035
JUAN C PRADO	2195 W. CR #48, BUSHNELL, FL 33513	352-568-0005
THOMAS F FEY	542361 U.S HIGHWAY 1, CALLAHAN, FL 32011	904-879-2080
JOHN W MEYERS	8780 ASTRONAUT BLVD, CAPE CANAVERAL, FL 32920	321-784-9944
THOMAS G FEWSTER	3061 NE PINE ISLAND RD, CAPE CORAL, FL 33909	239-997-4797
THOMAS G FEWSTER, JR.	1222 CAPE CORAL PKY, CAPE CORAL, FL 33904	239-549-2556
THOMAS G FEWSTER, JR.	1604 W CAPE CORAL PKY, CAPE CORAL, FL 33914	239-945-7377
FREDERIC J FREDERIC	2404 SANTA BARBARA BLVD, CAPE CORAL, FL 33914	239-573-0800
FREDERIC J FREDERIC	1715 DEL PRADO BLVD, CAPE CORAL, FL 33904	239-574-7574
FREDERIC J FREDERIC	1619 S DEL PRADO (W*M #819), CAPE CORAL, FL 33904	239-772-0805
FREDERIC J FREDERIC	8 NE PINE ISLAND RD, CAPE CORAL, FL 33909	239-772-5888
TIMOTHY O FREDERIC	2541 DEL PRADO N., CAPE CORAL, FL 33909	239-242-8498
TIMOTHY O FREDERIC	2925 SW PINE ISLAND RD, CAPE CORAL, FL 33991	239-282-9617
MARC A O'FERRALL	4686 NW 183RD ST, CAROL CITY, FL 33055	305-621-2323
DOUGLAS L HOLLIS	1241 SR #436 (W*M #943), CASSELBERRY, FL 32707	407-657-5913
TIMOTHY E WRIGHT	1291 E SEMORAN BLVD, CASSELBERRY, FL 32707	407-679-0661
ANDREE KOCIAN	1415 N YOUNG BLVD, CHIEFLAND, FL 32626-1710	352-493-1700
DENNIS W LAREAU	1291 MAIN ST., CHIPLEY, FL 32428	850-638-4544
JUAN ILLAS	3470 ULMERTON RD, CLEARWATER, FL 33762	727-572-4556
JENNIE ILLAS RINCON	1500 S. BELCHER RD., CLEARWATER, FL 33764	727-530-1693
JUAN VAZQUEZ	1860 GULF TO BAY BLVD, CLEARWATER, FL 33765	727-442-1286
JUAN VAZQUEZ	539 S MISSOURI AVENUE, CLEARWATER, FL 33756	727-442-2887
JUAN VAZQUEZ	1934 N HERCULES AVE, CLEARWATER, FL 33763	727-449-0220
JUAN VAZQUEZ	2454 MCMULLEN BOOTH ROAD, CLEARWATER, FL 33759	727-725-4106
RAPHAEL A VAZQUEZ	29978 USHY 19 NORTH, CLEARWATER, FL 33761	727-772-2576
INES GROEN	347 S GULFVIEW BLVD, CLEARWATER BEACH, FL 33767	727-461-7054
ARTURO S LOJO VILASOA	2640 E HIGHWAY 50, CLERMONT, FL 34711-6034	352-242-4731
ARTURO S LOJO VILASOA	4307 S HIGHWAY 27, CLERMONT, FL 34711-5349	352-243-3185
ARTURO S LOJO VILASOA	799 E HIGHWAY 50, CLERMONT, FL 34711-3187	352-394-3174
STEVEN NISBET	905 W SUGARLAND HWY, CLEWISTON, FL 33440	863-983-9521
JOHN W MEYERS	927 DIXON BLVD, COCOA, FL 32922	321-632-7441
JOHN W MEYERS	4625 STATE RD 520, COCOA, FL 32926	321-633-6065
JOHN W MEYERS	2200 STATE ROAD 524, COCOA, FL 32926	321-639-0660
JOHN W MEYERS	3920 N ATLANTIC AVE, COCOA BEACH, FL 32931	321-783-3450
PHILIP GRAY	6440 N STATE RD 7, COCONUT CREEK, FL 33073	954-725-0960
PHILIP GRAY	4480 N. SR #7, COCONUT CREEK, FL 33073	954-933-9525
RENE D VELIZ	4200 W SAMPLE RD, COCONUT CREEK, FL 33073	954-968-3310
D. GREGORY LEHN	5986 FLAMINGO RD, COOPER CITY, FL 33328	954-434-0615
ANGEL VELIZ	10260 GRIFFIN RD, COOPER CITY, FL 33328	954-434-6938
ANGEL VELIZ	9180 WILES RD, CORAL SPRINGS, FL 33076	954-341-4349
ANGEL VELIZ	630 UNIVERSITY DR, CORAL SPRINGS, FL 33071	954-344-2622
ANGEL VELIZ	11655 W SAMPLE RD, CORAL SPRINGS, FL 33065	954-346-0710
ANGEL VELIZ	5741 CORAL RIDGE DR., CORAL SPRINGS, FL 33065	954-575-0048
ANGEL VELIZ	7751 W SAMPLE RD, CORAL SPRINGS, FL 33065	954-752-6710
DENNIS W LAREAU	2510 US HWY 231, COTTONDALE, FL 32431	850-352-1035
ANDREE KOCIAN	562 N US HIGHWAY 19, CROSS CITY, FL 32628-5717	352-498-4284
JUAN C PRADO	625 N USHY 19, CRYSTAL RIVER, FL 34428	352-564-0533
BLAKE J CASPER	13026 HWY 301, DADE CITY, FL 33525	352-567-0381
DANIEL ASHLIN	1310 S FEDERAL HWY, DANIA, FL 33004	954-920-5553
GARY L OERTHER	5825 USHY 27 N, DAVENPORT, FL 33837	863-424-2269
DANIEL ASHLIN	4701 S ST RD 7, DAVIE, FL 33314	954-791-0204
DANIEL ASHLIN	4101 SW 64TH AVE, DAVIE, FL 33314	954-791-6657
D. GREGORY LEHN	13200 STHY 84, DAVIE, FL 33314	954-474-4020
D. GREGORY LEHN	11200 SR #84, DAVIE, FL 33325	954-475-1532
ANGEL VELIZ	4492 WESTON RD, DAVIE, FL 33331	954-385-3828
ELISEO RINDINELLA	3001 N ATLANTIC AVE, DAYTONA BEACH, FL 32118	386-677-8186
PHILIP GRAY	3901 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	954-426-5502
JAMES R UPCHURCH, JR.	300 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	954-481-9426
DENNIS W LAREAU	2370 US HWY #331 S., DEFUNIAK SPRINGS, FL 32435	850-892-5226
GARY B REED	1699 N WOODLAND BLVD (W*M #860), DELAND, FL 32720	386-738-5050
GARY B REED	1075 WILLIAMSBURG PL, DELAND, FL 32720	386-738-5940

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GARY B REED	2697 US 17/92, DELAND, FL 32720	386-738-7595
JASON CORNET	1220 LINTON BLVD, DELRAY BEACH, FL 33445	561-279-0498
STEPHEN CORNET	1400 S. US HWY #1, DELRAY BEACH, FL 33483	561-274-4976
MARK WATSON	14529 MILITARY TRL, DELRAY BEACH, FL 33445	561-495-6583
JEREMY HELLE	2190 HOWLAND BLVD, DELTONA, FL 32738	386-532-0046
DAVID M COSTA	15017 USHY 98 (WALMART #1362), DESTIN, FL 32541	850-650-0880
DAVID MICHAEL COSTA	895 HARBOR BLVD., DESTIN, FL 32541	850-837-2261
KIMBERLY MOULTON	216 HWY 27 SW, DUNDEE, FL 33838	863-439-3390
CHRISTOPHER M FROST	2618 BAYSHORE BLVD, DUNEDIN, FL 34698	727-733-7271
CHRISTOPHER M FROST	1645 MAIN STREET, DUNEDIN, FL 34698	727-734-3166
ERNST F WILL	11232 N WILLIAMS ST, DUNNELLON, FL 34432	352-489-4620
DAVID M COSTA	12830 US HWY 98 W, EAST DESTIN, FL 32541	850-269-2081
GREGORY A SYMONS	1250 S MCCALL RD, ENGLEWOOD, FL 34223	941-474-9486
THOMAS G FEWSTER, JR.	20310 GRAND OAKS SHOPPES BLVD, ESTERO, FL 33928	239-947-6511
FRANK F CHALFONT, JR.	2800 S BAY ST, EUSTIS, FL 32726	352-357-5588
TIMOTHY E WRIGHT	1415 E STREET ROAD 436, FERN PARK, FL 32730	407-831-1636
THOMAS M LISANTE	1896 S 8TH ST, FERNANDINA BEACH, FL 32034	904-261-7288
K SUGIE RILEY	6030 EAST HIGHWAY 100, FLAGLER BEACH, FL 32136	386-439-9070
CLINTON GULLEY	33501 S. DIXIE HWY.(WM 2727), FLORIDA CITY, FL 33034	305-247-2979
CLINTON GULLEY	425 SE 1ST AVE, FLORIDA CITY, FL 33034	305-248-9285
BRADLEY D ASHLIN	1600 S STHY SEVEN, FORT LAUDERDALE, FL 33317	954-587-2182
DANIEL ASHLIN	1600 S ANDREWS AVE, FORT LAUDERDALE, FL 33316	954-525-9247
DANIEL ASHLIN	1201 STHY 84, FORT LAUDERDALE, FL 33315	954-527-1017
DANIEL ASHLIN	1630 S FEDERAL, FORT LAUDERDALE, FL 33316	954-527-1204
DANIEL ASHLIN	300 E. SUNRISE BLVD., FORT LAUDERDALE, FL 33304	954-763-5543
LAWRENCE D HAGAN	3120 W BROWARD BLVD, FORT LAUDERDALE, FL 33312	954-583-2631
BRENT UPCHURCH	2700 N FEDERAL HWY, FORT LAUDERDALE, FL 33306	954-564-2910
JAMES R UPCHURCH, JR.	2300 W SUNRISE BLVD, FORT LAUDERDALE, FL 33311	954-316-0007
JAMES R UPCHURCH, JR.	27 W BROWARD BLVD, FORT LAUDERDALE, FL 33301	954-463-7393
JAMES R UPCHURCH, JR.	929 NW 62ND ST, FORT LAUDERDALE, FL 33309	954-491-6363
JAMES R UPCHURCH, JR.	4032 N OCEAN BLVD, FORT LAUDERDALE, FL 33308	954-563-6255
JAMES R UPCHURCH, JR.	6360 NORTH FEDERAL HWY, FORT LAUDERDALE, FL 33308	954-771-2230
JAMES R UPCHURCH, JR.	1352 E COMMERCIAL, FORT LAUDERDALE, FL 33334	954-771-7171
JAMES R UPCHURCH, JR.	950 W COMMERCIAL BLVD, FORT LAUDERDALE, FL 33309	954-928-0910
ANGEL VELIZ	15911 SHERIDAN ST, FORT LAUDERDALE, FL 33321	954-252-6018
ANGEL VELIZ	1020 WESTON RD, FORT LAUDERDALE, FL 33326	954-384-1256
MICHAEL LEE ADAMS	7105 CONSTITUTION BLVD, FORT MYERS, FL 33912	239-267-7070
MICHAEL LEE ADAMS	14985 S TAMiami TR, FORT MYERS, FL 33912	239-437-4668
THOMAS G FEWSTER	13600 INDIAN PAINT LN, FORT MYERS, FL 33912	239-768-1030
THOMAS G FEWSTER	2955 COLONIAL BLVD, FORT MYERS, FL 33912	239-936-0400
THOMAS G FEWSTER	1530 COLONIAL BLVD, FORT MYERS, FL 33919	239-936-1424
THOMAS G FEWSTER	12290 S CLEVELND AVE, FORT MYERS, FL 33907	239-936-5494
THOMAS G FEWSTER	13741 N CLEVELAND AVE, FORT MYERS, FL 33903	239-997-1367
THOMAS G FEWSTER, JR.	17800 BEN HILL GRIFFIN PKY, FORT MYERS, FL 33913	239-337-9425
TIMOTHY O FREDERIC	8961 COLLEGE PKY, FORT MYERS, FL 33913	239-482-2930
SAMIR F HOMSI	18500 SUMMERLIAN RD, FORT MYERS, FL 33908	239-267-7887
SAMIR F HOMSI	8177 DANI DR., FORT MYERS, FL 33912	239-275-0050
SAMIR F HOMSI	4770 COLONIAL BLVD (W*M #5034), FORT MYERS, FL 33912	239-275-6004
SAMIR F HOMSI	14821 SIX MILE CYPRESS (W*M #987), FORT MYERS, FL 33912	239-437-1836
SAMIR F HOMSI	4280 PALM BEACH BLVD, FORT MYERS, FL 33905	239-694-6511
SAMIR F HOMSI	3645 CLEVELAND AVE, FORT MYERS, FL 33901	239-936-3054
DARLENE TREGUNNO	14551 ST RT 80, FORT MYERS, FL 33905	239-694-0949
MICHAEL LEE ADAMS	1133 ESTRO BLVD, FORT MYERS BEACH, FL 33931	239-765-6555
AKHTAR QURAISHI	615 N FEDERAL HWY, FORT PIERCE, FL 33450	772-466-8481
AKHTAR QURAISHI	4878 N KINGS HWY, FORT PIERCE, FL 34951	772-595-9044
MICHAEL WRIGHT	31 NE EGLIN PKY, FORT WALTON BEACH, FL 32548	850-243-8813
ROBERT J BATEMAN	705 N SCENIC HWY, FROSTPROOF, FL 33843	863-635-7704
CALVIN W PARIS	9260 NW 39TH AVE, GAINESVILLE, FL 32606	352-337-9800
CURTIS W PARIS	1800 NE 12TH AVE.(WM#3877), GAINESVILLE, FL 32641	352-271-4302
CURTIS W PARIS	3418 SW WILLISTON RD., GAINESVILLE, FL 32608	352-373-8783
JACQUELYN PARIS	6003 NEWBERRY RD, GAINESVILLE, FL 32605	352-331-0864
JACQUELYN PARIS	3826 S.W. ARCHER ROAD., GAINESVILLE, FL 32608	352-373-3826
JACQUELYN PARIS	1030 E UNIVERSITY AVE, GAINESVILLE, FL 32601	352-376-0830
JACQUELYN PARIS	5110 NW 43RD ST, GAINESVILLE, FL 32606	352-376-1965
JACQUELYN PARIS	201 NW 13TH ST, GAINESVILLE, FL 32601	352-376-3040
JACQUELYN PARIS	2880 NW 13TH ST, GAINESVILLE, FL 32609	352-377-7170
FRED J SCARCELLI, III	9205 GIBSONTONT DR (WM#5300), GIBSONTONT, FL 33534	813-671-2559
MICHAEL LEE ADAMS	12055 COLLIER BLVD, GOLDEN GATE, FL 34116	239-455-4544
MARY E HEMBREE	1610 HIGHWAY 29S, GONZALEZ, FL 32533	850-937-6771
DAVID AMEEN	1165 N ORANGE AVE, GREEN COVE SPRINGS, FL 32043	904-284-9960
MARK WATSON	6000 LAKE WORTH RD, GREENACRES, FL 33463	561-439-1574
ARTURO S LOJO VILASOA	460 W BROAD ST, GROVELAND, FL 34736	352-429-9442
BLAKE J CASPER	5111 GULFPORT BLVD, GULFPORT, FL 33707	727-323-7911
GARY L OERTHER	36204 USHY 27 N, HAINES CITY, FL 33844	863-421-8445
GARY L OERTHER	317 HINSON AVE, HAINES CITY, FL 33844	863-422-6569
BRADLEY D ASHLIN	835 W. HALLANDALE BEACH BLVD., HALLANDALE, FL 33009	954-457-7415
DANIEL ASHLIN	111 N FEDERAL HWY, HALLANDALE, FL 33009	954-456-0451

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DIEGO MELIANS	4300 E 4TH AVE, HIALEAH, FL 33012	305-823-2559
JOSE A MONTES	3350 W 18TH AVE, HIALEAH, FL 33012	305-825-0104
JOSE A MONTES	4185 W 16TH AVE, HIALEAH, FL 33012	305-826-3666
JOSE A MONTES	1675 W 49TH ST, HIALEAH, FL 33012	305-828-5866
MARC A O'FERRALL	17850 NW 57TH AVENUE, HIALEAH, FL 33015	305-821-7727
ALEX C RODRIGUEZ	460 HIALEAH DR, HIALEAH, FL 33012	305-884-8700
ALEX C RODRIGUEZ	1021 E 10TH AVE, HIALEAH, FL 33010	305-888-5491
CARLTON R WADE	11671 SE FEDERAL HWY., HOBE SOUND, FL 33455	772-546-2082
ANTONIO J BARQUIN	2909 USHY 19 N, HOLIDAY, FL 34691	727-934-7035
ELISEO RINDINELLA	151 RIDGEWOOD AVE, HOLLY HILL, FL 32117	386-255-5527
BRADLEY D ASHLIN	2690 STIRLING RD, HOLLYWOOD, FL 33024	954-920-4446
DANIEL ASHLIN	3501 JOHNSON ST, HOLLYWOOD, FL 33021	954-265-2988
EMILIO CABRERA	4295 N DAVIE ROAD EXT, HOLLYWOOD, FL 33024	954-432-3134
EMILIO CABRERA	3247 HOLLYWOOD BLVD, HOLLYWOOD, FL 33021	954-981-8884
DIEGO MELIANS, II	5835 HOLLYWOOD BLVD, HOLLYWOOD, FL 33021	954-981-4121
ANGEL VELIZ	1900 N STATE ROAD 7, HOLLYWOOD, FL 33021	954-981-7288
CLINTON GULLEY	30335 S FEDERAL HWY, HOMESTEAD, FL 33030	305-247-6484
CLINTON GULLEY, II	2880 NE 8TH ST, HOMESTEAD, FL 33033	305-242-9774
JUAN C PRADO	3740 S SUNCOAST BLVD, HOMOSASSA, FL 34447	352-621-1660
ROBERT BRICKMAN	9441 ST RD 52, HUDSON, FL 34669	727-863-2248
MICHAEL LEE ADAMS	406 N 15TH ST, IMMOKALEE, FL 34142	239-657-5255
MICHAEL G POTAPOW JR.	1154 HWY 20, INTERLACHEN, FL 32148	386-684-1551
JOSEPH D DAVID	240 USHWY 41 S, INVERNESS, FL 34450	352-344-1465
JOSEPH D DAVID	2801 EAST GULF TO LAKE HWY, INVERNESS, FL 34453	352-344-4080
JOSEPH D DAVID	2461 E GULF TO LAKE HWY (W*M #1104), INVERNESS, FL 34453	352-860-0062
AWILDA DUFFY	8808 BEACH BLVD (W*M #1173), JACKSONVILLE, FL 32216	904-641-2019
AWILDA DUFFY	2707 MONUMENT RD, JACKSONVILLE, FL 32225	904-646-4319
AWILDA DUFFY	1441 HUTCHINSON DR. (W*M #1444, JACKSONVILLE, FL 32211	904-727-7844
AWILDA DUFFY	7245 MERRILL RD, JACKSONVILLE, FL 32277	904-744-8351
WILLIAM J GARCIA	6030 FORT CAROLINE RD, JACKSONVILLE, FL 32277	904-744-2944
ADAM GUSKE	1001 N UNIVERSITY BLVD, JACKSONVILLE, FL 32211	904-744-4527
ADAM GUSKE	4587 TOWN CENTER PARKWAY, JACKSONVILLE, FL 32246	904-996-1420
JACQUES GUSKE	13217 ATLANTIC BLVD, JACKSONVILLE, FL 32225	904-220-5412
JACQUES GUSKE	11900 ATLANTIC BLVD (W*M #5054), JACKSONVILLE, FL 32207	904-646-0704
JACQUES GUSKE	9841 ATLANTIC BLVD, JACKSONVILLE, FL 32225	904-724-0177
KAREN L KING	7784 BLANDING BLVD, JACKSONVILLE, FL 32244	904-573-1305
CLARENCE KUTHAN JR.	14200 BEACH BLVD, JACKSONVILLE, FL 32250	904-223-3349
CLARENCE KUTHAN JR.	1625 COUNTY RD 210 W, JACKSONVILLE, FL 32259	904-827-1400
THOMAS M LISANTE	12311 N MAIN ST, JACKSONVILLE, FL 32218	904-757-3565
THOMAS M LISANTE	5911 USHY 1 N, JACKSONVILLE, FL 32209	904-765-4016
VIVIAN D MORELAND	705 CHAFFEE RD S, JACKSONVILLE, FL 32221-1105	904-695-1161
VIVIAN D MORELAND	909 DUNN AVE, JACKSONVILLE, FL 32218	904-696-7278
VIVIAN D MORELAND	11130 LEM TURNER RD, JACKSONVILLE, FL 32218	904-765-7051
VIVIAN D MORELAND	7359 103RD ST, JACKSONVILLE, FL 32221	904-778-8400
VIVIAN D MORELAND	6546 NORMANDY BLVD, JACKSONVILLE, FL 32205	904-781-4688
VIVIAN D MORELAND	8029 NORMANDY BLVD, JACKSONVILLE, FL 32221	904-786-9882
DAVID L MULLINS	11682 SAN JOSE BLVD, JACKSONVILLE, FL 32223	904-262-4418
DAVID L MULLINS	10135 SAN JOSE BLVD., JACKSONVILLE, FL 32257	904-262-7801
DAVID L MULLINS	10420 S PHILLIPS HWY, JACKSONVILLE, FL 32217	904-268-4047
DAVID L MULLINS	14151 ST. AUGUSTINE RD., JACKSONVILLE, FL 32258	904-268-6996
DAVID L MULLINS	490 STHY 13 N, JACKSONVILLE, FL 32217	904-287-6220
DAVID L MULLINS	11230 OLD SAINT AUGUSTINE RD, JACKSONVILLE, FL 32257	904-292-4884
DAVID L MULLINS	5801 BEACH BLVD, JACKSONVILLE, FL 32207	904-396-0136
DAVID L MULLINS	11310 BEACH BLVD, JACKSONVILLE, FL 32246	904-641-1999
DAVID L MULLINS	4291 SOUTHSIDE BLVD, JACKSONVILLE, FL 32246	904-645-9200
DAVID L MULLINS	14030 HUBBLE RD., JACKSONVILLE, FL 32218	904-696-1295
DAVID L MULLINS	3750 W UNIVERSITY, JACKSONVILLE, FL 32217	904-737-8821
DAVID L MULLINS	8590 BAY MEADOWS RD, JACKSONVILLE, FL 32256	904-739-3424
DAVID L MULLINS	5320 NORWOOD AVE., JACKSONVILLE, FL 32208	904-768-4000
DAVID L MULLINS	10991-1 SAN JOSE BLVD (W*M #1082), JACKSONVILLE, FL 32223	904-886-4418
DAVID L MULLINS	12100 LEM TURNER RD (W*M #1219), JACKSONVILLE, FL 32218	904-924-2555
DAVID L MULLINS JR.	7116 BONNEVAL RD, JACKSONVILLE, FL 32256	904-296-0244
KATHLEEN A SCHEURMAN	8570 ARGYLE FOREST BLVD, JACKSONVILLE, FL 32244	904-777-3090
KATHLEEN A SCHEURMAN	9571 ARGYLE FOREST BLVD., JACKSONVILLE, FL 32222	904-779-6780
JAMES R VAN LAERE	1768 DAVIS ST, JACKSONVILLE, FL 32209	904-356-1981
JAMES R VAN LAERE	5451 ROOSEVELT BLVD, JACKSONVILLE, FL 32210	904-389-8712
JAMES R VAN LAERE	3143 EMERSON ST, JACKSONVILLE, FL 32221	904-396-4477
JAMES R VAN LAERE	3552 BLANDING BLVD, JACKSONVILLE, FL 32210	904-771-0130
JAMES R VAN LAERE	NAX JAX-ASAX & SARATOGA, JACKSONVILLE, FL 32212	904-777-0127
JAMES R VAN LAERE	454 CASSAT AVE, JACKSONVILLE, FL 32254	904-781-1197
JAMES R VAN LAERE	6830 NORMANDY BLVD (W*M #1083), JACKSONVILLE, FL 32205	904-783-3692
JAMES R VAN LAERE	6767 103RD STREET(WM#1090), JACKSONVILLE, FL 32210	904-854-4580
CLARENCE KUTHAN JR.	51 S 3RD ST, JACKSONVILLE BEACH, FL 32250	904-249-4766
CLARENCE KUTHAN JR.	317 MARSH LANDING PKWY, JACKSONVILLE BEACH, FL 32250	904-273-5120
DAVID L MULLINS	13490 BEACH BLVD., JACKSONVILLE BEACH, FL 32224	904-821-1156
CARLTON R WADE	10030 INDIAN TOWN RD, JUPITER, FL 33468	561-743-8434
CARLTON R WADE	181 N US 1, JUPITER, FL 33458	561-746-2529

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOAN BAUCOM	3704 N ROOSEVELT BLVD, KEY WEST, FL 33040	305-296-5800
MICHAEL G POTAPOW JR.	7370 SR 100, KEYSTONE HEIGHT, FL 32656	352-473-2288
ROGER W MORTON	3183 S BERMUDA AVE, KISSIMMEE, FL 34746	407-933-4388
ROGER W MORTON	2110 E IRLA BRONSON MEMORIAL HWY, KISSIMMEE, FL 34744	407-933-8007
ALLISON M MORTON-PEEPLES	3845 PLEASANT HILL RD., KISSIMMEE, FL 34746	321-697-5680
STEVEN NISBET	21 HICKPOCHEE (STATE RTE 80), LA BELLE, FL 33935	863-675-0499
CARLTON R WADE	130 N. CONGRESS (WM#3348), LAKE PARK, FL 33403	561-845-3246
ROBERT J BATEMAN	416 W CENTRAL AVE, LAKE WALES, FL 33853	863-676-3234
ROBERT J BATEMAN	1110 HWY 60 E, LAKE WALES, FL 33853	863-676-7110
JASON CORNET	3671 S CONGRESS, LAKE WORTH, FL 33460	561-968-8484
MICHELE K HEISNER	2501 N DIXIE HWY, LAKE WORTH, FL 33460	561-582-1174
BRUCE E REID	2606 HWY 92 E, LAKE LAND, FL 33801	863-665-1464
BRUCE E REID	1715 BARTOW RD, LAKE LAND, FL 33801	863-688-9200
ROSEMARY W REID	4721 S FLORIDA AVE, LAKE LAND, FL 33813	863-644-2205
ROSEMARY W REID	2210 HWY #540A, LAKE LAND, FL 33813	863-644-7900
ROSEMARY W REID	1805 SHEPHERD RD, LAKE LAND, FL 33811	863-646-1222
ROSEMARY W REID	2735 S FLORIDA AVE, LAKE LAND, FL 33803	863-682-1688
LANNY G SUMPTER	2815 N USHY 98, LAKE LAND, FL 33805	863-686-3917
LANNY G SUMPTER	1211 ARIANA ST, LAKE LAND, FL 33803	863-687-9631
LANNY G SUMPTER	715 E MEMORIAL BLVD, LAKE LAND, FL 33801	863-688-6265
ROBERT BRICKMAN	2420 LAND OLAKES BLVD, LAND O' LAKES, FL 34639	813-949-7234
JASON CORNET	1450 W LANTANA RD, LANTANA, FL 33462	561-582-5495
MARK WATSON	6342 LANTANA RD, LANTANA, FL 33463	561-641-6717
ANTONIO J BARQUIN	7901 ULMERTON RD, LARGO, FL 33771	727-531-4841
SCOTT A BROWN	2675 ROOSEVELT BLVD., LARGO, FL 33760	727-532-9994
SCOTT A BROWN	1250 W BAY DR, LARGO, FL 33770	727-581-9626
SCOTT A BROWN	2300 E BAY DR, LARGO, FL 33771	727-584-5985
DONAVON GROEN	13875 WALSINGHAM RD, LARGO, FL 33774	727-595-7582
INES GROEN	12976 SEMINOLE BLVD., LARGO, FL 33778	727-581-5282
INES GROEN	1590 MISSOURI AVE, LARGO, FL 33770	727-584-3122
JAMES R UPCHURCH, JR.	4398 N STHY 7, LAUDERDALE LAKES, FL 33313	954-739-8040
LAWRENCE D HAGAN	1140 40TH AVE., LAUDERHILL, FL 33313	954-583-5226
JAMES R UPCHURCH, JR.	5510 W OAKLAND PARK BLVD, LAUDERHILL, FL 33313	954-777-3445
FRANK F CHALFONT, JR.	10420 USHY 441 S, LEESBURG, FL 34788	352-343-4121
FRANK F CHALFONT, JR.	27422 US HWY #27, LEESBURG, FL 34748	352-365-6595
FRANK F CHALFONT, JR.	1012 N 14TH ST, LEESBURG, FL 34748	352-787-8991
DARLENE TREGUNNO	2523 LEE BLVD (W*M #2237), LEHIGH ACRES, FL 33971	239-369-0060
DARLENE TREGUNNO	1245 HOME STEAD ROAD NORTH, LEHIGH ACRES, FL 33936	239-369-4393
RANDY S SMITH	4830 N FEDERAL HWY, LIGHTHOUSE POINT, FL 33064	954-427-8141
FRED J SCARCELLI, III	16701 FISHHAWK BLVD, LITHIA, FL 33547	813-655-3409
ROBERT J ALLEGROE	6820 N ORANGE BLOSSOM TRL, LOCKHART, FL 32810	407-291-7352
DOUGLAS L HOLLIS	900 W STATE ROUTE 434, LONGWOOD, FL 32750-5193	407-261-0195
TIMOTHY E WRIGHT	290 N HWY 17 AND 92, LONGWOOD, FL 32750	407-834-3770
ROBERT BRICKMAN	106 CRYSTAL GROVE BLVD, LUTZ, FL 33549	813-948-8610
BLAKE J CASPER	17757 N. DALE MABRY, LUTZ, FL 33548	813-968-6585
BLAKE J CASPER	650-150TH AVENUE, MADEIRA BEACH, FL 33708	727-392-6302
TIMOTHY E WRIGHT	228 S ORLANDO AVE, MAITLAND, FL 32751	407-599-2944
LEONARDO LOPEZ, JR.	5595 OVERSEAS HWY, MARATHON, FL 33050	305-743-0230
MICHAEL LEE ADAMS	899 N COLLIER BLVD, MARCO ISLAND, FL 34145	239-642-8899
JAMES R UPCHURCH, JR.	5367 W ATLANTIC BLVD, MARGATE, FL 33063	954-972-6530
MICHAEL WRIGHT	440 MARY ESTHER CUTOFF, MARY ESTHER, FL 32569-0579	850-244-2224
MICHAEL WRIGHT	2199 W HWY 98, MARY ESTHER, FL 32569	850-581-0176
CLARENCE KUTHAN JR.	#1596 NEW MAIN ST, MAYPORT, FL 32227	904-241-1486
SAMUEL R HOUSTON	235 PALM BAY RD W, MELBOURNE, FL 32904	321-956-0577
JOHN W MEYERS	8500 N WICKHAM RD (WALMART #3538), MELBOURNE, FL 32940	321-242-8681
SATURNINO RODRIGUEZ	6420 N WICKHAM RD, MELBOURNE, FL 32940	321-242-5758
SATURNINO RODRIGUEZ	1980 WICKHAM RD, MELBOURNE, FL 32925	321-242-6768
SATURNINO RODRIGUEZ	8280 WICKHAM RD, MELBOURNE, FL 32940	321-242-7298
SATURNINO RODRIGUEZ	1005 EAU GALLIE CSWY, MELBOURNE, FL 32937	321-777-7501
PATRICIA A VAN ZANTE	1200 SARNO RD, MELBOURNE, FL 32935	321-254-4267
PATRICIA A VAN ZANTE	25 W HIBISCUS BLVD, MELBOURNE, FL 32901	321-727-1403
JOHN W MEYERS	1000 N COURTENAY BLVD, MERRITT ISLAND, FL 32953	321-452-1853
DANIEL ASHLIN	15096 NW 7TH, MIAMI, FL 33168	305-681-5719
EMILIO CABRERA	3501 BISCAYNE BLVD, MIAMI, FL 33181	305-573-6064
EMILIO CABRERA	20101 NW 2ND AVE, MIAMI, FL 33169	305-652-5933
EMILIO CABRERA	10775 NW 27TH AVE, MIAMI, FL 33167	305-681-5444
EMILIO CABRERA	1930 OPA LOCKA BLVD, MIAMI, FL 33167	305-685-8855
EMILIO CABRERA	8116 BISCAYNE BLVD, MIAMI, FL 33138	305-756-0400
EMILIO CABRERA	9250 NW 7TH AVE, MIAMI, FL 33150	305-759-1042
EMILIO CABRERA	8050 NW 27TH AVE, MIAMI, FL 33147	305-836-4792
EMILIO CABRERA	610 NE 125TH ST, MIAMI, FL 33181	305-899-2882
EMILIO CABRERA	18350 NE 18TH RD, MIAMI, FL 33179	305-940-0454
ANTHONY A GREENWOOD	12198 SW 117TH AVE, MIAMI, FL 33186	305-232-4665
ANTHONY A GREENWOOD	2200 NW 36TH ST, MIAMI, FL 33142	305-633-1385
ANTHONY A GREENWOOD	599 NW 62ND ST, MIAMI, FL 33150	305-751-5636
ANTHONY A GREENWOOD	8505 NW 186TH ST, MIAMI, FL 33015	305-829-5113
ANTHONY A GREENWOOD	11899 NW 7TH AVE, MIAMI, FL 33168	305-953-0612

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CLINTON GULLEY, II	20315 OLD CUTLER, MIAMI, FL 33189	305-235-5600
LEONARDO LOPEZ, JR.	13708 SW 152ND ST, MIAMI, FL 33177	305-232-2860
LEONARDO LOPEZ, JR.	18340 SW 137TH AVE., MIAMI, FL 33177	305-235-5573
LEONARDO LOPEZ, JR.	13101 SW 88TH ST, MIAMI, FL 33186	305-386-3998
LEONARDO LOPEZ, JR.	15715 SW 88TH ST, MIAMI, FL 33193	305-387-4249
LEONARDO LOPEZ, JR.	15295 SW 104TH ST, MIAMI, FL 33196	305-388-0560
LEONARDO LOPEZ, JR.	2940 SW 8TH ST, MIAMI, FL 33135	305-541-4768
LEONARDO LOPEZ, JR.	11500 SW 88TH ST, MIAMI, FL 33156	305-595-2347
LEONARDO LOPEZ, JR.	9681 SW 72ND ST, MIAMI, FL 33173	305-598-4933
ALEXANDER MENENDEZ	9501 NW 41ST ST, MIAMI, FL 33178	305-594-7530
PEDRO MENENDEZ	11301 SW 40TH ST, MIAMI, FL 33165	305-223-0179
PEDRO MENENDEZ	14699 SW 42TH ST, MIAMI, FL 33175	305-226-2422
PEDRO MENENDEZ	5640 NW 7TH ST, MIAMI, FL 33126	305-262-3961
PEDRO MENENDEZ	7901 SW 40TH ST, MIAMI, FL 33155	305-264-1244
PEDRO MENENDEZ	9341 SW 56TH ST, MIAMI, FL 33165	305-270-1943
PEDRO MENENDEZ	13702 SW 56TH ST, MIAMI, FL 33175	305-387-1356
PEDRO MENENDEZ	2405 NW 87TH AVE, MIAMI, FL 33126	305-468-1822
PEDRO MENENDEZ	11390 NW 41ST STREET, MIAMI, FL 33172	305-471-6809
PEDRO MENENDEZ	8403 NW 12TH ST, MIAMI, FL 33172	305-477-3163
PEDRO MENENDEZ	8651 NW 13TH TERRACE (W*M #2091), MIAMI, FL 33126	305-592-8220
PEDRO MENENDEZ	7405 NW 36TH ST, MIAMI, FL 33166	305-593-0376
PEDRO MENENDEZ	5700 NW 79TH AVE, MIAMI, FL 33166	305-599-2660
PEDRO MENENDEZ	1 MIAD TERMINAL J - 2ND FLOOR, 2K33, MIAMI, FL 33122	305-876-0980
JOSE A MONTES	1400 SW 8TH ST, MIAMI, FL 33135	305-285-0974
JOSE A MONTES	3280 CORAL WAY, MIAMI, FL 33145	305-444-5466
MARC A O'FERRALL	5851 NW 177TH ST. (W*M #1590), MIAMI, FL 33015	305-362-5633
ALEX C RODRIGUEZ	2300 SW 87TH AVE, MIAMI, FL 33165	305-220-0024
ALEX C RODRIGUEZ	11990 SW 8TH ST, MIAMI, FL 33184	305-221-8542
ALEX C RODRIGUEZ	9850 SW 8TH ST, MIAMI, FL 33174	305-223-8687
ALEX C RODRIGUEZ	14670 SW 8TH ST., MIAMI, FL 33184	305-228-4343
ALEX C RODRIGUEZ	12185 SW 26TH ST, MIAMI, FL 33175	305-229-2005
ALEX C RODRIGUEZ	7281 SW 8TH ST, MIAMI, FL 33144	305-261-3441
ALEX C RODRIGUEZ	345 NE 2ND AVE, MIAMI, FL 33132	305-371-8161
ROSELINA M RODRIGUEZ	7995 WEST FLAGLER STREET, MIAMI, FL 33144-2201	305-265-0177
ROSELINA M RODRIGUEZ	4180 SW 9TH ST, MIAMI, FL 33134	305-443-9366
ROSELINA M RODRIGUEZ	299 SW 8TH ST, MIAMI, FL 33130	305-856-6770
EMILIO CABRERA	1601 ALTON RD, MIAMI BEACH, FL 33139-2420	305-672-7055
EMILIO CABRERA	1650 WASHINGTON AVE, MIAMI BEACH, FL 33139	305-672-8031
EMILIO CABRERA	17950 NW 2ND AVE (WM#3397), MIAMI GARDENS, FL 33169	305-654-0823
MARC A O'FERRALL	19501 NW 27TH AVE. (WM 3311), MIAMI GARDENS, FL 33056	305-627-6638
DIEGO MELIANS	7435 MIAMI LAKES DR W, MIAMI LAKES, FL 33014	305-824-0800
PETER JOHN MENENDEZ	4999 NW 36TH ST, MIAMI SPRINGS, FL 33166	305-885-7698
KATHLEEN A SCHEURMAN	561 PLANTATION DR, MIDDLEBURG, FL 32068	904-276-3948
KATHLEEN A SCHEURMAN	2485 BLANDING BLVD, MIDDLEBURG, FL 32068	904-282-9303
SATURNINO RODRIGUEZ	4305 MAIN, MIMS, FL 32754	321-264-9004
ANIA NITZSCHE	901 N. US HWY #27, MINNEOLA, FL 34715	352-241-6795
ANGEL VELIZ	14301 MIRAMAR PKWY, MIRAMAR, FL 33027	954-447-6337
ANGEL VELIZ	17001 MIRAMAR PARKWAY, MIRAMAR, FL 33027	954-499-8679
ROBERT J BATEMAN	205 E CANAL, MULBERRY, FL 33860	863-425-2660
ROSEMARY W REID	6900 N CHURCH AVE (W*M #5035), MULBERRY, FL 33860	863-701-9887
MICHAEL LEE ADAMS	4245 N TAMiami TRL, NAPLES, FL 34103	239-262-2243
MICHAEL LEE ADAMS	15291 COLLIER BLVD, NAPLES, FL 34119	239-304-1530
MICHAEL LEE ADAMS	4704 GOLDEN GATE PKY, NAPLES, FL 34116	239-348-1558
MICHAEL LEE ADAMS	6065 PINE RIDGE ROAD EXT, NAPLES, FL 34102	239-352-2009
MICHAEL LEE ADAMS	8875 DAVIS BLVD, NAPLES, FL 34104	239-455-7745
MICHAEL LEE ADAMS	9885 COLLIER BLVD (WM#5055), NAPLES, FL 34104	239-455-9899
MICHAEL LEE ADAMS	5465 N AIRPORT RD, NAPLES, FL 34109	239-566-2004
MICHAEL LEE ADAMS	5616 TAVILLA CIR, NAPLES, FL 34110	239-593-6055
MICHAEL LEE ADAMS	11411 N TAMiami TRL, NAPLES, FL 34110	239-597-3489
MICHAEL LEE ADAMS	5420 CORMORANT AVENUE (WM#5391), NAPLES, FL 34110	239-597-8942
MICHAEL LEE ADAMS	12615 E TAMiami TRL, NAPLES, FL 34113	239-732-0117
MICHAEL LEE ADAMS	2886 E TAMiami TRL, NAPLES, FL 34112	239-774-3931
BURTON JOHNSON	26601 USHY 1, NARANJA, FL 33032	305-258-0341
DAVID M COSTA	9360 NAVARRE PKWY, NAVARRE, FL 32563	850-939-1933
DAVID M COSTA	8644 NAVARRE PKY, NAVARRE, FL 32566-2163	850-939-8711
ROBERT BRICKMAN	8937 RANCHO DEL RIO, NEW PORT RICHEY, FL 34655	727-375-2220
ROBERT BRICKMAN	7226 COUNTRY ROAD 54, NEW PORT RICHEY, FL 34653	727-376-1366
ROBERT BRICKMAN	9121 LITTLE RD, NEW PORT RICHEY, FL 34654	727-862-7482
JUAN C PRADO	5309 USHY 19S, NEW PORT RICHEY, FL 34652	727-847-2470
SUSAN H MARTIN	1846 HWY 44, NEW SMYRNA BEACH, FL 32168	386-423-3444
SUSAN H MARTIN	3181 SR #44, NEW SMYRNA BEACH, FL 32168	386-427-2753
SUSAN H MARTIN	1704 S DIXIE FWY, NEW SMYRNA BEACH, FL 32168	386-428-5115
CALVIN W PARIS	14124 W. NEWBERRY RD, NEWBERRY, FL 32669	352-331-1108
HELEN J COSTA	4570 HWY 20, NICEVILLE, FL 32588	850-897-7353
AMY C KILLEBREW	1090 E. JOHN SIMS PKWY., NICEVILLE, FL 32578	850-678-1844
DIANE M REED	102 E INTERNATIONAL SPEEDWAY BLVD, NORTH DE LAND, FL 32724	386-738-5688
FREDERIC J FREDERIC	545 PINE ISLAND RD, NORTH FORT MYERS, FL 33903	239-656-1006

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIMOTHY O FREDERIC	6431 BAYSHORE RD. N., NORTH FORT MYERS, FL 33917	239-543-2269
JAMES R UPCHURCH, JR.	7520 SOUTHGATE BLVD, NORTH LAUDERDALE, FL 33068	954-726-3777
JAMES R UPCHURCH, JR.	7200 W MCNAB RD, NORTH LAUDERDALE, FL 33068	954-726-6340
EMILIO CABRERA	13000 BISCAYNE BLVD STE 204, NORTH MIAMI, FL 33181	305-899-9578
MARC A O'FERRALL	2201 NE 163RD ST, NORTH MIAMI, FL 33160	305-948-9081
EMILIO CABRERA	1425 NE 163RD STREET (WM#3235), NORTH MIAMI BEACH, FL 33162	305-945-5287
EMILIO CABRERA	200 NE 167TH ST, NORTH MIAMI BEACH, FL 33162	786-759-4219
CARLTON R WADE	12025 USHY 1, NORTH PALM BEACH, FL 33408	561-626-9529
RYLAND LOVETT	14805 TAMiami TRL, NORTH PORT, FL 34287	941-423-2579
LAWRENCE D HAGAN	265 W OAKLAND PARK BLVD, OAKLAND PARK, FL 33311	954-565-8881
JAMES R UPCHURCH, JR.	3073 W OAKLAND PARK BLVD, OAKLAND PARK, FL 33306	954-733-6839
MARK F BABALIAN	4880 E SILVER SPRINGS BLVD (WM#1847), OCALA, FL 34470	352-236-6669
MARK F BABALIAN	7562 SE MARICAMP RD., OCALA, FL 34472	352-680-1919
LORI M FINDLAY	2095 SW 484, OCALA, FL 34473	352-307-0828
LORI M FINDLAY	3595 W SILVER SPRINGS BLVD, OCALA, FL 34475	352-351-3233
LORI M FINDLAY	3215 E SILVER SPRINGS BLVD, OCALA, FL 34470	352-629-3215
LORI M FINDLAY	2015 S PINE ST, OCALA, FL 34474	352-629-4848
LORI M FINDLAY	3223 SE MARICAMP RD, OCALA, FL 34471	352-694-5522
LORI M FINDLAY	2827 SW 27TH AVE, OCALA, FL 34474	352-861-7300
WILLIAM FINDLAY	4110 SW 38TH CT, OCALA, FL 34474	352-351-3208
JUAN C PRADO	2600 NW 46TH TERR, OCALA, FL 34482	352-861-0800
JAMES C STONE	4150 HWY 326, OCALA, FL 34482	352-690-6009
JAMES C STONE	3455 N PINE AVE, OCALA, FL 34475	352-840-9595
ERNST F WILL	8240 S.R. 200, OCALA, FL 34481	352-854-4005
ROBERT J ALLEGROE	11131 W COLONIAL DRIVE, OCOEE, FL 34761	407-877-7272
JAMES M GILCHRIST	9010 W. COLONIAL DR., OCOEE, FL 34761	407-253-4379
ANIA NITZSCHE	1620 E SILVERSTAR RD, OCOEE, FL 34761	407-298-3755
ROBERT BRICKMAN	16250 SR #54, ODESSA, FL 33556	813-926-7653
JUAN ILLAS	8506 GUNN HWY, ODESSA, FL 33556	813-920-5422
BLAKE J CASPER	4085 TAMPA RD, OLDSMAR, FL 34677	813-855-5016
JEREMY HELLE	2406 ENTERPRISE RD, ORANGE CITY, FL 32763	386-775-7774
EUGENE J KING	1083 BLANDING BLVD, ORANGE PARK, FL 32065	904-272-0751
KAREN L KING	428 PARK AVE, ORANGE PARK, FL 32073	904-264-1920
KAREN L KING	372 BLANDING BLVD, ORANGE PARK, FL 32073	904-272-6319
KAREN L KING	899 BLANDING BLVD, (W*M #1225), ORANGE PARK, FL 32065	904-276-0062
JAMES R VAN LAERE	5000-85 HIGHWAY 17, ORANGE PARK, FL 32073	904-278-8481
DANA BASICH	7409 E COLONIAL, ORLANDO, FL 32807	407-281-6606
DANA BASICH	10026 CURRY FORD RD., ORLANDO, FL 32829	407-382-5720
JAMES M GILCHRIST	4075 MILLENIA BLVD, ORLANDO, FL 32839	407-226-1622
JAMES M GILCHRIST	2929 N ORANGE BLOSSOM TRL, ORLANDO, FL 32804	407-291-6107
JAMES M GILCHRIST	6927 SILVER STAR RD, ORLANDO, FL 32818	407-295-1001
JAMES M GILCHRIST	5218 SILVER STAR RD, ORLANDO, FL 32808	407-298-5950
JAMES M GILCHRIST	3800 LB MCLEOD RD, ORLANDO, FL 32805	407-426-9898
JAMES M GILCHRIST	830 S ORANGE BLOSSOM TRL, ORLANDO, FL 32805	407-648-1846
JAMES M GILCHRIST	9029 A AIRPORT BLVD., ORLANDO, FL 32827	407-825-3273
JAMES M GILCHRIST	9333 Y AIRPORT BLVD, ORLANDO, FL 32827	407-825-7331
JAMES M GILCHRIST	5107 S JOHNYOUNG PKY, ORLANDO, FL 32839	407-851-5699
JAMES M GILCHRIST	2701 E COLONIAL DR, ORLANDO, FL 32803	407-898-6879
DOUGLAS L HOLLIS	1028 W LEE RD, ORLANDO, FL 32810	407-647-1615
GARY L OERTHER	7055 NARCOOSSEE RD., ORLANDO, FL 32829	407-218-4031
GARY L OERTHER	TURKEY LAKE RD. & SAND LAKE RD. WM#4332, ORLANDO, FL 32819	407-218-4140
GARY L OERTHER	7344 W SAND LAKE RD, ORLANDO, FL 32819	407-264-0770
GARY L OERTHER	5685 S SEMORAN BLVD, ORLANDO, FL 32822	407-275-3827
GARY L OERTHER	2500 S KIRKMAN RD (WM#1220), ORLANDO, FL 32811	407-290-5892
GARY L OERTHER	2944 S KIRKMAN RD, ORLANDO, FL 32811	407-296-6265
GARY L OERTHER	1411 S HIAWASSEE, ORLANDO, FL 32835	407-298-9366
GARY L OERTHER	6195 W COLONIAL DR, ORLANDO, FL 32808	407-299-3920
GARY L OERTHER	5401 ALTAMIRA DR, ORLANDO, FL 32819	407-345-9477
GARY L OERTHER	6875 SANDLAKE RD, ORLANDO, FL 32819	407-351-2185
GARY L OERTHER	5400 KIRKMAN RD, ORLANDO, FL 32819	407-352-1528
GARY L OERTHER	8101 S JOHN YOUNG PKY WM#908, ORLANDO, FL 32819	407-354-3807
GARY L OERTHER	4066 SEMORAN BLVD, ORLANDO, FL 32822	407-380-1907
GARY L OERTHER	3830 S ORANGE BLOSSOM TRL, ORLANDO, FL 32809	407-839-3840
GARY L OERTHER	2504 S ORANGE AVE, ORLANDO, FL 32806	407-841-9472
GARY L OERTHER	5890 S ORANGE BLOSSOM, ORLANDO, FL 32809	407-855-0423
GARY L OERTHER	8060 S ORANGE AVE, ORLANDO, FL 32809	407-855-6273
GARY L OERTHER	5175 S CONWAY RD, ORLANDO, FL 32812	407-856-6350
GARY L OERTHER	8475 S ORANGE BLOSSOM TRL, ORLANDO, FL 32809	407-857-1980
GREGG OERTHER	8175 S. JOHN YOUNG PKWY., ORLANDO, FL 32839	407-218-4199
GREGG OERTHER	3713 MC COY RD, ORLANDO, FL 32812	407-859-0431
JOHN J PETRAKIS	401 S. AVALON PARK BLVD, ORLANDO, FL 32828	407-382-6133
JOHN J PETRAKIS	16290 E COLONIAL DR, ORLANDO, FL 32820	407-568-5085
JOHN J PETRAKIS	12305 UNIVERSITY BLVD, ORLANDO, FL 32817	407-658-0579
LUIS VELEZ	11250 E COLONIAL DR (WM#890), ORLANDO, FL 32817	407-273-3413
LUIS VELEZ	10413 E COLONIAL DR, ORLANDO, FL 32817	407-282-5575
LUIS VELEZ	12300 LAKE UNDERHILL RD, ORLANDO, FL 32828	407-382-4490
JESS J HOOTON JR.	105 INTERCHANGE BLVD, ORMOND BEACH, FL 32174	386-672-3798

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
VICTOR H PAPPA	100 S NOVA RD, ORMOND BEACH, FL 32174	386-677-1762
K SUGIE RILEY	1530 USHY 1, ORMOND BEACH, FL 32174	386-677-2303
JOHN J PETRAKIS	1920 W SR 426, OVIEDO, FL 32765	407-365-7641
JOHN J PETRAKIS	1605 E MITCHELL HAMMOCK RD, OVIEDO, FL 32765	407-977-9086
TIMOTHY E WRIGHT	2849 CLAYTON CROSSING WAY, OVIEDO, FL 32765	407-695-0170
MICHAEL DORSO	3540 HWY 90, PACE, FL 32571	850-995-4500
MICHAEL G POTAPOW JR.	1024 S HWY 19 (W*M #551), PALATKA, FL 32177	386-325-8187
MICHAEL G POTAPOW JR.	2627 REID ST, PALATKA, FL 32177	386-328-2092
SAMUEL R HOUSTON	3475 BAYSIDE LAKES BLVD, PALM BAY, FL 32909	321-409-5007
SAMUEL R HOUSTON	1040 MALABAR RD (WM#5455), PALM BAY, FL 32905	321-984-2232
CARLTON R WADE	3805 N LAKE BLVD, PALM BEACH GARDENS, FL 33406	561-626-8917
CARLTON R WADE	9880 ALTERNATE A1A, PALM BEACH GARDENS, FL 33410	561-630-4634
K SUGIE RILEY	2 OLD KINGS ROAD, PALM COAST, FL 32137	386-445-4059
ANTONIO J BARQUIN	33817 USHY 19 N, PALM HARBOR, FL 34684	727-781-7303
STUART R BROWN	3480 E LAKE RD, PALM HARBOR, FL 34685	727-789-1910
DAVID M COSTA	1710 S HWY 77, PANAMA CITY, FL 32405	850-265-8331
DAVID M COSTA	1805 W 23RD ST, PANAMA CITY, FL 32405	850-784-8102
DAVID M COSTA	717 HARRISON AVE, PANAMA CITY, FL 32401	850-785-3753
DAVID M COSTA	725 N TYNDALL PKY (WALMART #1207), PANAMA CITY, FL 32405	850-914-0098
DAVID MICHAEL COSTA	16990 W ALTERNATE HWY 98, PANAMA CITY, FL 32402	850-233-3060
THOMAS T JOHNSTONE	2319 THOMAS DR, PANAMA CITY, FL 32402	850-234-8060
THOMAS T JOHNSTONE	1921 COVE BLVD, PANAMA CITY, FL 32405	850-763-4181
THOMAS T JOHNSTONE	3608 HWY 98 W, PANAMA CITY, FL 32405	850-785-4040
THOMAS T JOHNSTONE	121 N TYNDALL PKY, PANAMA CITY, FL 32405	850-785-8097
LINDA K RADCLIFF	10270 FRONT BEACH RD (W*M #818), PANAMA CITY, FL 32405	850-233-8060
LINDA K RADCLIFF	10628 W ALT HWY 98, PANAMA CITY BEACH, FL 32407	850-234-6096
JAMES R UPCHURCH, JR.	1490 N UNIVERSITY DR, PEMBROKE PINES, FL 33024	954-432-5150
ANGEL VELIZ	151 SW 184TH AVE (WM #2591), PEMBROKE PINES, FL 33029	954-322-1652
ANGEL VELIZ	18489 PINES BLVD, PEMBROKE PINES, FL 33029	954-430-5330
ANGEL VELIZ	11100 TAFT ST, PEMBROKE PINES, FL 33026	954-432-1100
ANGEL VELIZ	12480 S PINE BLVD, PEMBROKE PINES, FL 33027	954-436-2342
MICHAEL DORSO	123 E NINE MILE RD, PENSACOLA, FL 32534	850-478-9616
MARIE J NOWAK	7198 PENSACOLA BLVD, PENSACOLA, FL 32505	850-478-6781
PETER J NOWAK	6003 MOBILE HWY, PENSACOLA, FL 32526	850-453-1273
PETER J NOWAK	4990 BAYOU RD, PENSACOLA, FL 32503	850-476-5529
PETER J NOWAK	1500 AIRPORT BLVD., PENSACOLA, FL 32503	850-477-5474
PETER J NOWAK	7915 N DAVIS HWY, PENSACOLA, FL 32514-7562	850-478-7963
PETER J NOWAK	6935 N 9TH AVE, PENSACOLA, FL 32504-6638	850-478-9656
JOHN L O'CONNOR	2120 W FAIRFIELD, PENSACOLA, FL 32505-5132	850-432-9602
JOHN L O'CONNOR	# 5 S BLUE ANGEL PKWY, PENSACOLA, FL 32506	850-457-0560
JOHN L O'CONNOR	7941 PINE FOREST RD, PENSACOLA, FL 32526	850-944-8523
SUSAN K O'CONNOR	815 E CERVANTES, PENSACOLA, FL 32501-3211	850-438-1384
LEONARDO LOPEZ, JR.	18295 S DIXIE HWY, PERRINE, FL 33157	305-238-7129
BLAKE J CASPER	70001 US 19 HWY N, PINELLAS PARK, FL 33781	727-522-3274
JUAN ILLAS	10191 66TH ST N, PINELLAS PARK, FL 33782	727-544-7386
RAPHAEL A VAZQUEZ	8001 US HIGHWAY 19 N (WAL*MART #1390), PINELLAS PARK, FL 33781-1742	727-576-6772
LANNY G SUMPTER	2001 REDMAN PKY, PLANT CITY, FL 33566	813-752-2239
D. GREGORY LEHN	1351 S UNIVERSITY DR, PLANTATION, FL 33317	954-475-0289
JAMES R UPCHURCH, JR.	2025 E ATLANTIC BLVD, POMPANO BEACH, FL 33060	954-781-1920
JAMES R UPCHURCH, JR.	320 NW 24TH ST, POMPANO BEACH, FL 33064	954-784-0440
JAMES R UPCHURCH, JR.	630 W SAMPLE RD, POMPANO BEACH, FL 33064	954-943-3055
JAMES R UPCHURCH, JR.	3091 N FEDERAL HWY, POMPANO BEACH, FL 33064	954-943-8410
JAMES R UPCHURCH, JR.	1 SW 26TH AVE, POMPANO BEACH, FL 33069	954-971-7626
JAMES R UPCHURCH, JR.	950 NW 31ST AVE, POMPANO BEACH, FL 33069	954-975-0072
CLARENCE KUTHAN JR.	100 PONTE VERDE PT, PONTE VEDRA BEACH, FL 32082	904-273-7490
RYLAND LOVETT	3232 TAMIAMI TRL, PORT CHARLOTTE, FL 33952	941-624-6199
RYLAND LOVETT	1805 TAMIAMI TRL, PORT CHARLOTTE, FL 33948	941-627-8999
RYLAND LOVETT	4695 TAMIAMI TRL, PORT CHARLOTTE, FL 33980	941-629-4681
RYLAND LOVETT	24133 PEACHLAND BLVD, PORT CHARLOTTE, FL 33954	941-764-0300
DAVID J POTOCHNIK	3816 S NOVA RD, PORT ORANGE, FL 32127-4949	386-756-4345
DAVID J POTOCHNIK	1676 TAYLOR RD, PORT ORANGE, FL 32124	386-756-6224
DAVID J POTOCHNIK	3802 CLYDEMORRIS, PORT ORANGE, FL 32119	386-767-0220
ROBERT BRICKMAN	8527 US 19 N, PORT RICHEY, FL 34668	727-848-3997
JUAN C PRADO	11542 USHY 19, PORT RICHEY, FL 34668	727-863-8533
DAVID M COSTA	115 W HIGHWAY 98, PORT ST. JOE, FL 32456-1871	850-227-9075
SATURNINO RODRIGUEZ	6857 N US HWY 1, PORT ST. JOHN, FL 32927	321-632-5919
RYLAND LOVETT	26570 JONES LOOP RD, PUNTA GORDA, FL 33950	941-637-3902
BLAKE J CASPER	3921 S. US HWY #301, RIVERVIEW, FL 33578	813-626-4916
BLAKE J CASPER	11007 BLOOMINGDALE AVE, RIVERVIEW, FL 33569	813-849-6024
FRED J SCARCELLI, III	13118 S. US HWY #301, RIVERVIEW, FL 33569	813-677-4074
FRED J SCARCELLI, III	9870 USHY 301, RIVERVIEW, FL 33569	813-677-6556
CARLTON R WADE	3551 N BROADWAY, RIVIERA BEACH, FL 33404	561-844-3846
JOHN W MEYERS	1876 S USHY 1, ROCKLEDGE, FL 32955	321-631-1394
JOHN W MEYERS	5370 STADIUM PKWY, ROCKLEDGE, FL 32955	321-632-1563
SATURNINO RODRIGUEZ	3844 MURREL RD, ROCKLEDGE, FL 32955	321-504-9688
MARK WATSON	9990 BELVEDERE RD(W*M #1541), ROYAL PALM BEACH, FL 33411	561-204-5771
MARK WATSON	1400 ROYAL PALM BEACH, ROYAL PALM BEACH, FL 33411	561-333-8866

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BLAKE J CASPER	5001 TAMiami, RUSKIN, FL 33570	813-645-2637
ROBERT J DAVIES	8164 N TAMiami TRL, SARASOTA, FL 34243	941-351-1771
ROBERT J DAVIES	787 WASHINGTON BLVD, SARASOTA, FL 34236	941-365-3030
ROBERT J DAVIES	5821 DEREK AVE, SARASOTA, FL 34233	941-921-1979
ROBERT J DAVIES	3875 S. TAMiami TRAIL, SARASOTA, FL 34239	941-954-7589
CYNTHIA KENNEDY	8494 LOCKWOOD RIDGE, SARASOTA, FL 34243	941-351-7448
CYNTHIA KENNEDY	4301 N WASHINGTON BLVD, SARASOTA, FL 34234	941-355-0269
DENISE WHEELER	6347 S TAMiami TRL, SARASOTA, FL 34231	941-922-1064
JESUS RODRIGUEZ	1080 A1A, SATELLITE BEACH, FL 32937	321-777-1466
SAMUEL R HOUSTON	13395 S USHY 1, SEBASTIAN, FL 32958	772-388-9606
BLAKE J CASPER	610 E DR MARTIN LUTHER KING JR, SEFFNER, FL 33584	813-685-3118
BLAKE J CASPER	7003 SEMINOLE BLVD, SEMINOLE, FL 33772	727-393-6816
MICHAEL WRIGHT	1189 EGLIN PKY, SHALIMAR, FL 32579-1252	850-651-2867
JOSEPH D DAVID	2350 COMMERCIAL WAY, SPRING HILL, FL 34606	352-683-8618
JOSEPH D DAVID	11055 SPRINGHILL DR, SPRING HILL, FL 34608	352-686-4060
JOSEPH D DAVID	1485 COMMERCIAL WAY (W*M #967), SPRING HILL, FL 34606	352-686-6229
JOSEPH D DAVID	4166 MARINER BLVD, SPRING HILL, FL 34609	352-686-7376
JOSEPH D DAVID	15050 SPRING HILL DR., SPRING HILL, FL 34604	352-799-8824
JACQUES GUSKE	1870 A1A SOUTH, ST. AUGUSTINE, FL 32084	904-471-5174
JACQUES GUSKE	2431 USHY 1 S, ST. AUGUSTINE, FL 32086	904-794-1013
JACQUES GUSKE	37 EPIC BLVD., ST. AUGUSTINE, FL 32084	904-824-0925
JACQUES GUSKE	1106 PONCE DE LEON BLVD, ST. AUGUSTINE, FL 32084	904-824-8708
CLARENCE KUTHAN JR.	101 NATURES WALK PKWY., ST. AUGUSTINE, FL 32092	904-287-4131
ANDREW C VAN ZANTE	103 TUSCAN WAY, ST. AUGUSTINE, FL 32092	904-940-0605
WILLIAM P VAN ZANTE	2340 ST RD 16, ST. AUGUSTINE, FL 32084	904-824-8646
ROGER W MORTON	2800 13TH ST, ST. CLOUD, FL 34767	407-892-4198
BLAKE J CASPER	6855 GULF BLVD, ST. PETERSBURG, FL 33706	727-367-4037
BLAKE J CASPER	2315 TYRONE BLVD, ST. PETERSBURG, FL 33710	727-381-5167
BLAKE J CASPER	1661 4TH ST S, ST. PETERSBURG, FL 33705	727-894-2331
MARIE C STEFANOS	925 62ND AVE N, ST. PETERSBURG, FL 33702	727-525-9083
MARIE C STEFANOS	9600 4TH ST N, ST. PETERSBURG, FL 33702	727-576-9405
RAPHAEL A VAZQUEZ	3501 34TH ST S (W*M #5218), ST. PETERSBURG, FL 33711-3820	727-865-3940
MICHAEL G POTAPOW JR.	802 USHY 301 WALNUT ST, STARK, FL 32091	904-964-8408
CHARLES SELGAS	4001 SE FEDERAL HWY, STUART, FL 34997	772-219-4104
CHARLES SELGAS	970 S E FEDERAL HWY, STUART, FL 34994-3703	772-283-2948
CHARLES SELGAS	3600 SE FEDERAL HWY, STUART, FL 34997	772-287-7714
KEVIN POTAPOW	17890 S. US HWY 441, SUMMERFIELD, FL 34491	352-347-8440
BLAKE J CASPER	4896 SUN CITY CENTER BLVD., SUN CITY, FL 33573	813-634-9325
BLAKE J CASPER	3110 SR 674 & I-75, SUN CITY CENTER, FL 33570	813-645-3776
EMILIO CABRERA	17730 COLLINS, SUNNY ISLES BEACH, FL 33160	305-937-4944
D. GREGORY LEHN	13655 W SUNRISE BLVD, SUNRISE, FL 33323	954-846-8634
TERRY LEHN	2260 N UNIVERSITY DR, SUNRISE, FL 33322	954-742-8280
ALVARO MONTILLA	10013 W SUNSET STRIP, SUNRISE, FL 33322	954-748-6706
JAMES R UPCHURCH, JR.	4301 N PINE ISLAND RD, SUNRISE, FL 33351	954-572-1911
JAMES R UPCHURCH, JR.	9220 W COMMERCIAL BLVD, SUNRISE, FL 33351-4300	954-578-1180
JAMES R UPCHURCH, JR.	10901 W OAKLAND PARK BLVD, SUNRISE, FL 33351	954-747-7155
ALVARO MONTILLA	8375 PINE ISLAND RD, TAMARAC, FL 33321	954-722-6710
JAMES R UPCHURCH, JR.	7600 N.W. 57TH STREET, TAMARAC, FL 33321	954-722-1120
ALLISON ADAMS	1520 W KENNEDY BLVD, TAMPA, FL 33606	813-251-6495
ALLISON ADAMS	3515 S DALE MABRY, TAMPA, FL 33629	813-839-6651
BLAKE J CASPER	501 E DR M L K JR DR, TAMPA, FL 33603	813-225-2626
BLAKE J CASPER	1908 E HILLSBOROUGH AVE, TAMPA, FL 33610	813-239-3411
BLAKE J CASPER	2006 50TH ST, TAMPA, FL 33619	813-248-9885
BLAKE J CASPER	2 COLUMBIA DR, TAMPA, FL 33606	813-251-3667
BLAKE J CASPER	4443 W KENNEDY, TAMPA, FL 33607	813-287-1460
BLAKE J CASPER	1002 S 78TH ST, TAMPA, FL 33619	813-621-3326
BLAKE J CASPER	6013 E DR MARTIN LUTHER, TAMPA, FL 33619	813-621-5961
BLAKE J CASPER	10019 ADAMO DR, TAMPA, FL 33619	813-654-2202
BLAKE J CASPER	4818 S MANHATTAN, TAMPA, FL 33611	813-837-3974
BLAKE J CASPER	6505 S DALE MABRY DR, TAMPA, FL 33611	813-839-5252
BLAKE J CASPER	4009 N ARMENIA, TAMPA, FL 33607	813-876-0707
BLAKE J CASPER	1905 N DALE MABRY HWY, TAMPA, FL 33607	813-876-1118
BLAKE J CASPER	6717 N DALE MABRY HWY, TAMPA, FL 33614	813-876-5412
BLAKE J CASPER	7909 W HILLSBORO AVE, TAMPA, FL 33615	813-884-0229
BLAKE J CASPER	7350 W WATERS AVE, TAMPA, FL 33634	813-884-6992
BLAKE J CASPER	4333 W HILLSBOROUGH AVE, TAMPA, FL 33614	813-886-4311
BLAKE J CASPER	8214 N FLORIDA AVE, TAMPA, FL 33604	813-935-4477
BLAKE J CASPER	926 W FLETCHER AVE, TAMPA, FL 33612	813-960-9109
BLAKE J CASPER	10410 N DALE MABRY, TAMPA, FL 33618	813-961-8952
BLAKE J CASPER	15698 N DALE MABRY, TAMPA, FL 33624	813-962-2667
BLAKE J CASPER	104 W BEARSS AVE, TAMPA, FL 33613	813-962-8573
BLAKE J CASPER	2205 E FLETCHER AVE, TAMPA, FL 33612	813-971-4775
BLAKE J CASPER	920 E FOWLER AVE, TAMPA, FL 33612	813-971-8922
BLAKE J CASPER	6906 N 56TH ST, TAMPA, FL 33617	813-985-1270
BLAKE J CASPER	11707 N 56TH ST, TAMPA, FL 33617	813-988-1823
BLAKE J CASPER	3411 BUSCH BLVD, TAMPA, FL 33612	813-988-6700
JOHN T FROST	5101 POINTE OF TAMPA WAY, TAMPA, FL 33647	813-866-9721

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN T FROST	19080 BRUCE B DOWNS BLVD, TAMPA, FL 33647	813-977-0076
JAVIER ILLAS	12205 W LINEBAUGH AVE, TAMPA, FL 33626	813-818-0370
JUAN ILLAS	5393 EHRLICH RD, TAMPA, FL 33624	813-961-5152
JENNIE ILLAS RINCON	6192 GUNN HWY (W*M #5036), TAMPA, FL 33625	813-264-4048
JENNIE ILLAS RINCON	8002 CITRUS PARK DR, TAMPA, FL 33625	813-792-2776
JUAN VAZQUEZ	2101 E. 13TH AVENUE, TAMPA, FL 33605	813-248-5194
CHRISTOPHER M FROST	40728 USHY 19 N, TARPON SPRINGS, FL 34689	727-943-8721
LEONARDO LOPEZ, JR.	91400 OVERSEAS HWY, TAVENIER, FL 33070	305-852-2463
MARK F BABALIAN	4080 WEDGEWOOD LANE, THE VILLAGES, FL 32162	352-753-7360
MARK F BABALIAN	320 COLONY BLVD, THE VILLAGES, FL 32162	352-753-9225
SATURNINO RODRIGUEZ	3290 GARDEN ST, TITUSVILLE, FL 32796	321-264-0039
SATURNINO RODRIGUEZ	3445 RONALD MCNAIR WAY, TITUSVILLE, FL 32780	321-268-5111
SATURNINO RODRIGUEZ	3835 S WASHINGTON AVE, TITUSVILLE, FL 32780	321-269-0252
BLAKE J CASPER	10771 GULF BLVD, TREASURE ISLAND, FL 33706	727-360-6110
FRANK F CHALFONT, JR.	400 HATFIELD DR, UMATILLA, FL 32784	352-669-2442
BLAKE J CASPER	2050 STATE RTE 60 E, VALRICO, FL 33594	813-662-0275
GREGORY A SYMONS	480 N VENICE BYP, VENICE, FL 34292	941-485-6619
GREGORY A SYMONS	325 COMMERCIAL CT, VENICE, FL 34292	941-486-1138
GREGORY A SYMONS	1720 S TAMiami TRL, VENICE, FL 34293	941-493-4555
GREGORY A SYMONS	4269 S. TAMiami TR, VENICE, FL 34293	941-497-4776
JOSE CONRADO	1925 US #1, VERO BEACH, FL 32960	772-567-8878
JOSE CONRADO	754 S US 1, VERO BEACH, FL 32962	772-778-4378
MARY ANN CONRADO	1919 94TH CT, VERO BEACH, FL 32966	772-563-2555
MARK WATSON	10300 W FOREST HILL BLVD, WELLINGTON, FL 33414	561-383-8993
MARK WATSON	2755 S. SR #7, WELLINGTON, FL 33414	561-721-8673
MARK WATSON	1470 GREENVIEW SHORES BLVD, WELLINGTON, FL 33414	561-790-7071
BLAKE J CASPER	34367 SR #54, WESLEY CHAPEL, FL 33545	813-973-1791
JOHN T FROST	27643 STATE RD 54 W, WESLEY CHAPEL, FL 33543	813-973-1791
PATRICIA A VAN ZANTE	2450 W NEW HAVEN AVE, WEST MELBOURNE, FL 32901	321-725-1016
PATRICIA A VAN ZANTE	445 S WICKHAM RD, WEST MELBOURNE, FL 32904	321-726-5858
MICHELE K HEISNER	1720 PALM BEACH LAKES BLVD, WEST PALM BEACH, FL 33401	561-640-4280
MICHELE K HEISNER	650 BELVEDERE RD, WEST PALM BEACH, FL 33405	561-655-1761
MICHELE K HEISNER	1775 MILITARY TRL, WEST PALM BEACH, FL 33409	561-684-9120
MICHELE K HEISNER	2421 OKEECHOBEE, WEST PALM BEACH, FL 33401	561-686-7177
MICHELE K HEISNER	6858 OKEECHOBEE BLVD, WEST PALM BEACH, FL 33411	561-687-3070
CARLTON R WADE	4275 45TH ST, WEST PALM BEACH, FL 33409	561-684-7405
CARLTON R WADE	1207 W 45TH ST, WEST PALM BEACH, FL 33401	561-848-1632
CARLTON R WADE	4145 BLUE HERON BLVD, WEST PALM BEACH, FL 33404	561-848-6783
MARK WATSON	9835 OKEECHOBEE BLVD., WEST PALM BEACH, FL 33411	561-202-6740
MARK WATSON	2605 S. MILITARY TRAIL, WEST PALM BEACH, FL 32497	561-209-2520
MARK WATSON	4614 HYPOLUXO ROAD, WEST PALM BEACH, FL 33463	561-296-0715
MARK WATSON	828 S MILITARY TRL, WEST PALM BEACH, FL 33406	561-683-7592
MARK WATSON	100 STATE RD 7, WEST PALM BEACH, FL 33414	561-795-7001
MARK WATSON	6581 FOREST HILL BLVD, WEST PALM BEACH, FL 33415	561-969-0715
SUSAN K O'CONNOR	1107 N NAVY BLVD, WEST PENSACOLA, FL 32507-1250	850-456-3365
ANGEL VELIZ	326 INDIAN TRCE, WESTON, FL 33326-2996	954-384-4450
MARK F BABALIAN	7981 NE 7TH DR, WILDWOOD, FL 34785	352-748-4288
JUAN C PRADO	713 W NOBLE AVE, WILLISTON, FL 32696	352-528-3999
ROBERT J ALLEGROE	13494 W COLONIAL DR, WINTER GARDEN, FL 34787	407-656-5550
ANIA NITZSCHE	3325 DANIELS RD., WINTER GARDEN, FL 34787	407-654-1794
GARY A MOULTON	6TH STREET NORTHWEST, WINTER HAVEN, FL 33880	863-293-1445
GARY A MOULTON	6890 CYPRESS GARDENS BLVD., WINTER HAVEN, FL 33884	863-324-7744
KIMBERLY MOULTON	893 CYPRESS GARDENS ROAD, WINTER HAVEN, FL 33884	863-294-8711
DOUGLAS L HOLLIS	2472 ALOMA AVE, WINTER PARK, FL 32792	407-673-0550
DOUGLAS L HOLLIS	3162 UNIVERSITY BLVD, WINTER PARK, FL 32792	407-679-5564
TIMOTHY E WRIGHT	1302 W FAIRBANKS AVE, WINTER PARK, FL 32789	407-622-1359
JOSEPH LIEGEOIS	1200 E HWY 434, WINTER SPRINGS, FL 32708	407-365-5700
BRIAN R WRIGHT	1325 TUSCAWILLA RD, WINTER SPRINGS, FL 32708	407-699-8855
MICHAEL WRIGHT	1083 N BEAL PKY, WRIGHT, FL 32547	850-314-9887
THOMAS M LISANTE	116 STHY 200, YULEE, FL 32097	904-225-0045
THOMAS M LISANTE	463761 SR #200, YULEE, FL 32097	904-225-9921
BLAKE J CASPER	6042 GALL BLVD, ZEPHYRHILLS, FL 33541	813-782-0229
BLAKE J CASPER	US HWY 301 & GREEN SLOPE (W*M #706), ZEPHYRHILLS, FL 33541	813-782-2060
JAMES MELVIN OWENS	5600 BELLS FERRY RD, ACWORTH, GA 30101	770-928-6947
JAN D OWENS	1855 MARS HILL RD, ACWORTH, GA 30101	770-218-9065
JAN D OWENS	HWY 41 & CEDARCREST RD, ACWORTH, GA 30101	770-917-4645
KEITH L SIROCKMAN	3316 N COBB PKY, ACWORTH, GA 30101	770-917-9881
JIM JALAL ABEDI	100 PRINCETON BLVD, ADAIRSVILLE, GA 30103-2628	770-877-5188
WENDELL C MORGAN	110 W FOURTH ST, ADEL, GA 31620-2512	229-896-3034
MICHAEL HARRIS	2615 DAWSON RD, ALBANY, GA 31707	229-432-5973
MICHAEL HARRIS	2448 N SLAPPEY BLVD, ALBANY, GA 31701	229-436-5522
MICHAEL HARRIS	1683 E OGLETHORPE, ALBANY, GA 31705	229-883-1603
MICHAEL HARRIS	1003 S SLAPPEY RD, ALBANY, GA 31701	229-883-3505
THOMAS W FINDLAY	401 PIERCE ST, ALMA, GA 31510	912-632-2444
JIM JALAL ABEDI	MCGINNIS FERRY & FAIRCROFT DR., ALPHARETTA, GA 30005	770-777-0771
KEITH B MULLER	5750 HWY 9 N, ALPHARETTA, GA 30004	678-366-3145
FRANK R PHALEN	5210 WINWARD PARKWAY, ALPHARETTA, GA 30004	678-393-3317

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
FRANK R PHALEN	305 MAIN ST, ALPHARETTA, GA 30004	770-442-1085
FRANK R PHALEN	12350 ARNOLD MILL RD, ALPHARETTA, GA 30004	770-442-1166
FRANK R PHALEN	NORTH POINT PARKWAY & OLD MILTON PKWY., ALPHARETTA, GA 30022	770-569-1624
FRANK R PHALEN	2950 HOLCOMB BRIDGE RD, ALPHARETTA, GA 30022	770-998-7710
TIM L PHALEN	10975 STATE BRIDGE RD, ALPHARETTA, GA 30022	770-667-1113
WILLIAM C BREWER	202 USHY 19 S, AMERICUS, GA 31719	229-924-3349
WILLIAM C BREWER	1310 LAMAR ST, AMERICUS, GA 31709	229-924-9114
WENDELL C MORGAN	730 E WASHINGTON AVE, ASHBURN, GA 31714-5349	229-567-2444
PAUL J MESSER JR.	1124 PRINCE AVE, ATHENS, GA 30601	706-543-0522
PAUL J MESSER JR.	150 GAINES SCHOOL RD, ATHENS, GA 30605	706-543-8010
PAUL J MESSER, III	1791 EPPS BRIDGE PKY, ATHENS, GA 30606	706-227-9200
PAUL J MESSER, III	2230 W BROAD ST, ATHENS, GA 30601	706-549-7313
LYNN MESSER-HAWKINS	475 USHY 29 N, ATHENS, GA 30601	706-549-0067
MAJID ANDALIBI	3510 ASHFORD DUNWOODY RD, ATLANTA, GA 30319	770-451-3436
DAVID CHANCELLOR	2442 MARTIN LUTHER KING DR, ATLANTA, GA 30331	404-691-8781
DAVID CHANCELLOR	3670 CASCADE RD, ATLANTA, GA 30311	404-699-7481
DAVID CHANCELLOR	150 CLEVELAND AVE, ATLANTA, GA 30315	404-766-7779
DAVID CHANCELLOR	5330 CAMPBELLTON-FAIRBURN ROAD, ATLANTA, GA 30213	770-774-2225
YVES DOMINIQUE	31 FORSYTH ST, ATLANTA, GA 30303	404-584-9483
LEON GOODRUM	2091 STEWART AVE, ATLANTA, GA 30315	404-209-9002
LEON GOODRUM	80 BUTLER STREET, ATLANTA, GA 30322	404-577-8244
LEON GOODRUM	1176 RALPH DAVID ABERNATHY BLVD, ATLANTA, GA 30310	404-755-4489
LEON GOODRUM	912 MARTIN LUTHER KING DR, ATLANTA, GA 30314	404-756-9970
LEON GOODRUM	HARTSFIELD AIRPORT, ATLANTA, GA 30320	404-761-8177
CHRIS JOHNSON	2929 PEACHTREE RD NE, ATLANTA, GA 30305	404-365-9727
CHRIS JOHNSON	3324 NORTHSIDE PKWY N, ATLANTA, GA 30327-2207	404-869-8299
JOHNIE MELTON, JR.	4362 ROSWELL RD NE, ATLANTA, GA 30342	404-257-9440
JOHNIE MELTON, JR.	3534 MARTIN LUTHER KING DR, ATLANTA, GA 30331	404-691-5533
KEITH B MULLER	2881 CLAIRMONT RD, ATLANTA, GA 30329	404-320-0020
KEITH B MULLER	2210 N DRUID HILLS RD, ATLANTA, GA 30329	404-321-5188
KEITH B MULLER	3795 BUFORD HWY, ATLANTA, GA 30329	404-633-8523
KEITH B MULLER	2350 CHESHIRE BRIDGE ROAD NE, ATLANTA, GA 30324	404-929-9833
FRANK R PHALEN	8745 ROSWELL RD, ATLANTA, GA 30350	770-993-8513
ANTHONY P RAFFA	1994 HOWELL MILL RD, ATLANTA, GA 30318	404-350-9351
FLOYD D SIMS	5710 FULTON INDUSTRIAL BLVD, ATLANTA, GA 30331	404-494-9982
FLOYD D SIMS	4334 FULTON INDUSTRIAL BLVD, ATLANTA, GA 30336	404-699-7424
ALLEN L STAFFORD	30 MARIETTA ST, ATLANTA, GA 30303	404-335-0400
ALLEN L STAFFORD	443 MORELAND AVE, ATLANTA, GA 30316	404-635-0700
ALLEN L STAFFORD	6360 POWER FERRY RD, ATLANTA, GA 30339	770-955-1732
JOHN V TAMASI JR.	1105 NORTHSIDE DR, ATLANTA, GA 30318	404-876-6766
YVONNE J THOMAS	526 PONCE DE LEON BLVD, ATLANTA, GA 30308	404-874-7848
LYNN MESSER-HAWKINS	HIGHWAY 8 & SR324, AUBURN, GA 30011	678-225-7000
JERRY BAINE	3209 DEANS BRIDGE RD (WAL*MART #1293), AUGUSTA, GA 30906	706-790-3063
JERRY BAINE	3444 MIKE PADGETT HIGHWAY, AUGUSTA, GA 30906	706-790-8001
JERRY BAINE	3132 PEACH ORCHARD RD, AUGUSTA, GA 30906	706-798-6168
JERRY BAINE	3357 DEANS BRIDGE RD, AUGUSTA, GA 30906	706-798-8071
JENNIFER BONNESS	3423 WRIGHTSBORO RD, AUGUSTA, GA 30909	706-733-5011
JENNIFER BONNESS	WHEELER RD. & AUGUSTA WEST PARKWAY, AUGUSTA, GA 30909	706-854-9373
DAVID E CRAVENS	2902 WASHINGTON ROAD, AUGUSTA, GA 30909	706-733-4397
DAVID E CRAVENS	596 BOBBY JONES EXPY(WM #1227), AUGUSTA, GA 30907	706-860-3244
CHRISTINE R CRAWFORD	1464 WALTON WAY, AUGUSTA, GA 30904	706-722-2747
CHRISTINE R CRAWFORD	1446 HARPER ST, AUGUSTA, GA 30912	706-724-7888
CHRISTINE R CRAWFORD	2624 DEAN BRIDGES RD, AUGUSTA, GA 30906	706-793-9224
JAMES TAYLOR	1133 EW CONNECTOR (WM#1586), AUSTELL, GA 30106	770-434-4002
JAMES TAYLOR	4111 AUSTELL ROAD, AUSTELL, GA 30106	770-941-2934
YVONNE J THOMAS	EAST WEST CONNECTOR @ MARATHON PARK, AUSTELL, GA 30106	770-222-1927
TIMOTHY C METZNER	1501 E SHOTWELL, BAINBRIDGE, GA 31717	229-246-6100
JESSICA DEEN	200 FORSYTH ST, BARNESVILLE, GA 30204	770-358-6693
THOMAS W FINDLAY	206 N MAIN ST, BAXLEY, GA 31513	912-367-9511
LYNN MESSER-HAWKINS	912 LOGANVILLE HWY, BETHLEHEM, GA 30620	770-307-1981
THOMAS F FEY	114 GORDON ST, BLACKSHEAR, GA 31516	912-449-3397
SHARON K SACKETT	19 MURPHY'S HIGHWAY, BLAIRSVILLE, GA 30512	706-745-3030
GEORGE SUAREZ	12310 COLUMBIA ST, BLAKELY, GA 39823	229-723-5700
THOMAS S GLADIN	10141 BLUE RIDGE HWY., BLUE RIDGE, GA 30513-9596	706-632-6808
PAUL J MESSER JR.	3825 ATLANTA HWY, BOGART, GA 30622	706-613-0340
JANE L BERGL	793 E HWY 96, BONAIRE, GA 31005	478-988-0313
JOHN D BORROW	5888 HWY 53 @ I-85, BRASELTON, GA 30517	706-658-2692
KATHERINE ANN BOOTH	4957 NEW JESUP HWY, BRUNSWICK, GA 31520	912-264-1130
KATHERINE ANN BOOTH	1821 GLYNN AVE HWY 17, BRUNSWICK, GA 31520	912-265-6640
KATHERINE ANN BOOTH	4545 ALTAMA AVE, BRUNSWICK, GA 31520	912-267-9021
KATHERINE ANN BOOTH	260 FRONTAGE RD, BRUNSWICK, GA 31520	912-554-4502
ROBERT W SWOSZOWSKI	4810 GOLDEN AVE, BUFORD, GA 30519	678-482-8299
ROBERT W SWOSZOWSKI	3795 BUFORD DR (W*M #1314), BUFORD, GA 30519	678-546-9227
ROBERT W SWOSZOWSKI	3210 BUFORD DRIVE, BUFORD, GA 30519	770-945-1040
ROBERT W SWOSZOWSKI	4358 BUFORD DR, BUFORD, GA 30518	770-945-7867
JANE L BERGL	404 HWY 49 N, BYRON, GA 31008	478-956-4605
TIMOTHY C METZNER	390 USHY 84 E, CAIRO, GA 31728	229-377-7277

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIMOTHY C METZNER	28 USHY 19 S, CAMILLA, GA 31730	229-336-7444
THOMAS S GLADIN	8008 CUMMING HWY, CANTON, GA 30115	678-493-5421
THOMAS S GLADIN	6126 HICKORY FLAT HIGHWAY, CANTON, GA 30115	770-720-3133
LEO D PILLA	3240 RIDGE ROAD, CANTON, GA 30114	770-720-6060
LEO D PILLA	1429 RIVERSTON PKY, CANTON, GA 30114	770-720-8691
ORESTES J RODRIGUEZ	2070 CUMMING HWY, CANTON, GA 30114	770-704-1706
ORESTES J RODRIGUEZ	3335 SIXES ROAD, CANTON, GA 30114	770-704-4885
DAVID A STEWART	1101 S PARK ST, CARROLLTON, GA 30117	770-832-1399
JIM JALAL ABEDI	11 CANYON ROAD, CARTERSVILLE, GA 30121	770-383-3307
JIM JALAL ABEDI	101 MARKETPLACE BLVD (W*M #615), CARTERSVILLE, GA 30120	770-387-1003
DAVID A STEWART	328 N MAIN, CEDARTOWN, GA 30125	770-748-7773
DAVID A STEWART	1498 ROME HIGHWAY, CEDARTOWN, GA 30125	770-749-3900
MAJID ANDALIBI	5493 PEACHTREE INDUSTRY, CHAMBLEE, GA 30341	770-458-0696
JOHN V TAMASI JR.	3396 CHAMBLEE TUCKER ROAD, CHAMBLEE, GA 30341-4353	770-455-9030
STEPHEN D ENSLEY	106 LAFAYETTE, CHICKAMAUGA, GA 30707	706-375-9340
JOHN D BORROW	502 WASHINGTON STREET, CLARKESVILLE, GA 30523	706-839-1856
GARY W DODD	7 N DUVALL ST, CLAXTON, GA 30417	912-739-1122
JOHN D BORROW	HWY 441, CLAYTON, GA 30525	706-782-5313
JOHN D BORROW	1550 S MAIN ST, CLEVELAND, GA 30528	706-865-9795
JENNIFER ROBERTS	113 NORTH SECOND STREET, COCHRAN, GA 31014	478-934-4848
DAVID CHANCELLOR	5115 OLD NATIONAL HWY, COLLEGE PARK, GA 30349	404-766-0659
LEON GOODRUM	HARTSFIELD JACKSON INTERNATIONAL AIRPORT, COLLEGE PARK, GA 30337	404-766-2736
KEITH LOLLIS	5174 RIVERDALE RD, COLLEGE PARK, GA 30349	770-909-6610
JOHN D PEZOLD	7350 VETERANS PKY, COLUMBUS, GA 31909	706-322-3585
JOHN D PEZOLD	1338 VETERANS PARKWAY, COLUMBUS, GA 31901	706-322-4444
JOHN D PEZOLD	1436 MANCHESTER EXPRESSWAY, COLUMBUS, GA 31904	706-324-1436
JOHN D PEZOLD	2525 AIRPORT THRU-WAY, COLUMBUS, GA 31904	706-324-2525
JOHN D PEZOLD	4121 BUENA VISTA RD, COLUMBUS, GA 31907	706-561-2488
JOHN D PEZOLD	GATEWAY RD & COLUMBUS EXPRESSWAY-WM#4200, COLUMBUS, GA 31904	706-569-0021
JOHN D PEZOLD	5628 MILGEN RD, COLUMBUS, GA 31907	706-569-6623
JOHN D PEZOLD	1619 BRADLEY PARK DR, COLUMBUS, GA 31904	706-571-0064
JOHN D PEZOLD	5428 WHITTLESEY BLVD (W*M#1311), COLUMBUS, GA 31909	706-653-9627
JOHN D PEZOLD	3450 VICTORY DR, COLUMBUS, GA 31903	706-689-3613
JOHN D PEZOLD, JR.	3315 MACON RD, COLUMBUS, GA 31906	706-561-8375
JOHN D BORROW	30519 HWY 441, COMMERCE, GA 30529	706-335-2181
BRUCE P VINEYARD	1320 KLONDIKE RD, CONYERS, GA 30094	770-483-0564
BRUCE P VINEYARD	1765 HIGHWAY 138, CONYERS, GA 30094	770-483-7472
BRUCE P VINEYARD	2320 SALEM ROAD, CONYERS, GA 30013	770-602-9969
BRUCE P VINEYARD	1436 DOGWOOD DRIVE, CONYERS, GA 30012	770-785-7700
WILLIAM C BREWER	1613 16TH AVE, CORDELE, GA 31015	229-273-9813
JOHN D BORROW	USHY 441 & LEVEL GROVE RD, CORNELIA, GA 30531	706-778-7002
LYNN V MILLER	2080 A CROWELL ROAD, COVINGTON, GA 30014	678-342-9898
LYNN V MILLER	SR142 & INDUSTRIAL BOULEVARD, COVINGTON, GA 30014	678-625-3700
BRUCE P VINEYARD	4112 HIGHWAY 278, N.E., COVINGTON, GA 30014	770-787-3968
BRUCE P VINEYARD	10267 HIGHWAY 36, COVINGTON, GA 30014	770-788-3044
KEITH B MULLER	OLD ATLANTA RD & WINDERMERE PKWY, CUMMING, GA 30041	678-513-3103
KEITH B MULLER	2315 BETHALVIEW RD, CUMMING, GA 30040	770-844-7327
KEITH B MULLER	2815 KEITH BRIDGE RD, CUMMING, GA 30130	770-844-9364
KEITH B MULLER	POST RD. AND CAMPGROUND RD., CUMMING, GA 30040	770-886-3887
KEITH B MULLER	660 ATLANTA RD, CUMMING, GA 30040	770-887-0020
KEITH B MULLER	HWY 9 & HWY 141, CUMMING, GA 30040	770-887-2755
KEITH B MULLER	1635 BUFORD HIGHWAY, CUMMING, GA 30041	770-889-9500
PAUL J MESSER, III	2443 HAMILTON MILL RD NE, DACULA, GA 30019	770-614-3500
PAUL J MESSER, III	DACULA ROAD & DEVELOPER'S ROAD, DACULA, GA 30019	770-682-0068
ROBERT W SWOSZOWSKI	HWY 60 & MOUNTAIN DR, DAHLONEGA, GA 30533	706-864-7600
JAN D OWENS	8872 DALLAS ACWORTH HIGHWAY, DALLAS, GA 30132	770-975-7395
JAMES TAYLOR	1125 MERCHANTS DRIVE, DALLAS, GA 30132	770-445-9713
KATHERINE ANN BOOTH	I 95 @ HWY 251, EXIT 49, DARIEN, GA 31305	912-437-3840
GEORGE SUAREZ	460 ROUNDTREE DR SW, DAWSON, GA 39842	229-995-7062
KEITH B MULLER	GA 400 & HWY 53, DAWSONVILLE, GA 30534	706-216-1555
KEITH B MULLER	156 POWER CENTER DRIVE-WM#3874, DAWSONVILLE, GA 30534	706-265-8032
YVES DOMINIQUE	2020 CANDLER ROAD, DECATUR, GA 30032	404-284-0217
JORGE L MATTEI	3893 N DRUID HILLS RD, DECATUR, GA 30033-3023	404-634-0089
KEITH B MULLER	4075 MEMORIAL DR, DECATUR, GA 30032	404-296-4446
CARRIE SALONE	830 COMMERCE DR, DECATUR, GA 30031	404-373-6860
JOHN V TAMASI JR.	2636 WESLEY CHAPEL ROAD, DECATUR, GA 30034	404-284-5309
THOMAS W FINDLAY	1300 S PETERSON, DOUGLAS, GA 31533	912-384-4344
DAVID W DAVIS	1829 VETERANS BOULEVARD, DUBLIN, GA 31021	478-275-0710
JOHN W DAVIS	U.S. 441 @ I-16, DUBLIN, GA 31021	478-272-4747
VIVIAN DE JESUS	OLD PEACHTREE RD & BUFORD HWY, DULUTH, GA 30097	770-232-1212
VIVIAN DE JESUS	2101 DULUTH HWY, DULUTH, GA 30096	770-814-8219
MIGUEL HERNANDEZ	3485 PEACHTREE INDUSTRIAL BLVD, DULUTH, GA 30096	770-476-7823
DAVID CHANCELLOR	1842 COTILLION DRIVE, DUNWOODY, GA 30338	770-730-0741
MARY A PORTALATIN	2460 JETT FERRY RD, DUNWOODY, GA 30338	770-395-1716
THOMAS S GLADIN	943 MADDOX DR, EAST ELLIJAY, GA 30539	706-276-1133
LEON GOODRUM	1203 E VIRGINIA AVE, EAST POINT, GA 30344	404-559-9659
KEITH LOLLIS	3201 CAMP CREEK PKY, EAST POINT, GA 30344	404-767-9464

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
THOMAS E PEZOLD	400 OAK STREET SW, EASTMAN, GA 31023-1960	478-374-3902
JOHN E HUDSON	105 OAK ST, EATONTON, GA 31024	706-485-3533
JOHN E HUDSON	1001 LAKE OCONEE PKWY SUITE 100, EATONTON, GA 31024	706-485-5300
TERRY SHUGART	300 ELBERT ST, ELBERTON, GA 30635	706-213-1010
MARINA KALLINTERIS	2773 FOREST PARKWAY, ELLENWOOD, GA 30294	404-363-4802
LYNN V MILLER	71 FAIRVIEW RD, ELLENWOOD, GA 30281	770-507-5074
JERRY BAINE	4471 WASHINGTON RD (W*M #3570), EVANS, GA 30809-3807	706-860-7775
JAMES D PARTRIDGE	WASHINGTON RD. & WILLIAM FEW PARKWAY, EVANS, GA 30809	706-868-6573
ANGELINA TOWNES	4264 WASHINGTON RD, EVANS, GA 30809	706-651-9292
MURIEL POWELL	465 N GLYNN ST, FAYETTEVILLE, GA 30214	770-461-4018
MURIEL POWELL	125 PAVILLION PKY (WALMART #0594), FAYETTEVILLE, GA 30274	770-719-4565
MURIEL POWELL	860 GLYNN STREET, FAYETTEVILLE, GA 30214	770-719-9985
WENDELL C MORGAN	143 OCILLA HWY, FITZGERALD, GA 31750	229-423-5929
PAUL J MESSER, III	7370 SPOUT SPRINGS ROAD, FLOWERY BRANCH, GA 30542	770-965-7070
BRIAN F FEY	300 S 2ND ST, FOLKSTON, GA 31537	912-496-4160
JOHNNY HURT	4926 OLD DIXIE HWY, FOREST PARK, GA 30274	404-366-0789
MARK A MINES	3907 JONESBORO RD, FOREST PARK, GA 30297	404-363-8050
JOHN FOLSOM	250 N LEE ST, FORSYTH, GA 31029	478-994-1513
STEPHEN D ENSLEY	3040 BATTLEFIELD PKY-WM#1458 SATELLITE, FORT OGLETHORPE, GA 30742	706-861-0276
GEORGE SIZEMORE	212 N. CAMELLIA BLVD., FORT VALLEY, GA 31030-4104	478-825-1244
ROBERT W SWOSZOWSKI	2501 THOMPSON BRIDGE RD, GAINESVILLE, GA 30501	678-450-4770
ROBERT W SWOSZOWSKI	965 DAWSONVILLE HWY, GAINESVILLE, GA 30501	770-287-1955
ROBERT W SWOSZOWSKI	3183 FRONTAGE RD, GAINESVILLE, GA 30504	770-532-9288
ROBERT W SWOSZOWSKI	707 JESSE JEWELL PARKWAY, GAINESVILLE, GA 30501	770-536-2382
WARREN BOYLE	4612 AUGUSTA RD, GARDEN CITY, GA 31408	912-965-9415
GARY W DODD	412 DOWNEY MUSGROVE HWY, GLENNVILLE, GA 30427	912-654-9234
JENNIFER ROBERTS	286 W CLINTON ST, GRAY, GA 31032	478-986-3636
LYNN MESSER-HAWKINS	1881 GRAYSON HWY, GRAYSON, GA 30017	678-376-0786
KIPLING S MERCER	2331 S MAIN ST, GREENSBORO, GA 30642	706-453-0099
YVES DOMINIQUE	611 W TAYLOR ST, GRIFFIN, GA 30223-2717	770-227-5173
YVES DOMINIQUE	1636 HWY 19, GRIFFIN, GA 30223	770-228-4344
YVES DOMINIQUE	1605 N EXPY, GRIFFIN, GA 30223	770-229-1997
YVES DOMINIQUE	1569 N EXPY (W*M #932), GRIFFIN, GA 30223	770-229-5954
JERRY BAINE	880 HORIZON SOUTH PKY, GROVETOWN, GA 30813	706-869-9634
KIRSTEN LOLLIS	309 N CENTRAL AVE, HAPEVILLE, GA 30274	404-766-4468
TERRY SHUGART	19 WEST FRANKLIN, HARTWELL, GA 30643	706-376-2700
GEORGE SIZEMORE	204 BROAD ST, HAWKINSVILLE, GA 31036	478-783-4595
THOMAS W FINDLAY	120 S TALLAHASSE ST, HAZLEHURST, GA 31539	912-375-0704
JERRY BAINE	2508 TOBACCO RD, HEPHIZIBAH, GA 30815	706-792-9944
SUSAN M BORROW-NICHOLS	520 N MAIN, HIAWASSEE, GA 30546	706-896-5104
GARY W DODD	203 W. OGLETHORPE HIGHWAY, HINESVILLE, GA 31313	912-368-3330
GARY W DODD	801 E G MILES PKY, HINESVILLE, GA 31313	912-368-9301
GARY W DODD	751 W OGLETHORPE PKY (WM #862), HINESVILLE, GA 31313	912-876-7595
JAMES TAYLOR	4286 JIMMY LEE SMITH PKY, HIRAM, GA 30141	770-943-2778
JOHN D PEZOLD	1829 E MAIN ST, HOGANSVILLE, GA 30230	706-637-8400
JOHN D BORROW	SR 124 & SR 332, HOSCHTON, GA 30548	706-654-7986
LAWRENCE C HOLLAND	113 TRUCK STOP WAY, JACKSON, GA 30233	770-775-9229
MARK A MINES	546 E 3RD ST, JACKSON, GA 30233	770-775-1566
THOMAS S GLADIN	1493 W CHURCH, JASPER, GA 30143	706-692-3553
PAUL J MESSER JR.	4875 USHY 129 N, JEFFERSON, GA 30549	706-693-4320
GARY W DODD	1190 E CHERRY ST, JESUP, GA 31545	912-427-6896
BEN ALSTON	8530 HWY 85, JONESBORO, GA 30236	770-477-9293
JOHNNY HURT	7894 TARA BLVD, JONESBORO, GA 30236	770-478-1020
JOHNNY HURT	6670 TARA BLVD, JONESBORO, GA 30236	770-961-4840
DAVID W HAMILTON	US 41 AND GA HWY 293, KENNESAW, GA 30144	770-427-6918
ORESTES J RODRIGUEZ	305 BARRETT PKY, KENNESAW, GA 30144	770-423-9141
THOMAS M LISANTE	BUILDING 1048, KINGS BAY, GA 31547-5000	912-882-2757
THOMAS F FEY	SR 40 & I 95, KINGSLAND, GA 31548	912-729-5878
STEPHEN D ENSLEY	1101 N MAIN ST, LA FAYETTE, GA 30728	706-638-9493
JOHN D PEZOLD	2408 WHITESVILLE RD, LAGRANGE, GA 30240	706-845-8599
JOHN D PEZOLD	1797 W POINT RD, LAGRANGE, GA 30240	706-883-6632
JOHN D PEZOLD	1502 LAFAYETTE PKWY, LAGRANGE, GA 30241	706-884-1614
JOHN D PEZOLD, JR.	146 COMMERCE AVE, LAGRANGE, GA 30240	706-882-5111
GEORGE SUAREZ	HWY. 129 & N. RIVERS RD, LAKELAND, GA 31635	229-503-4064
TERRY SHUGART	13786 JONES ST, LAVONIA, GA 30553-1112	706-356-1443
PAUL J MESSER JR.	3393 SUGARLOAF PARKWAY, LAWRENCEVILLE, GA 30045	678-377-5836
PAUL J MESSER JR.	4915 SUGARLOAF PKY, LAWRENCEVILLE, GA 30045	770-277-8824
PAUL J MESSER JR.	149 S CLAYTON, LAWRENCEVILLE, GA 30045	770-963-8377
PAUL J MESSER JR.	751 PIKE ST, LAWRENCEVILLE, GA 30045	770-995-9410
PAUL J MESSER, III	423 SWANSON DR, LAWRENCEVILLE, GA 30045	770-682-0583
KEITH B MULLER	1414 PLEASANT HILL RD, LAWRENCEVILLE, GA 30044	770-925-2638
GEORGE SUAREZ	274 US HWY 19 S, LEESBURG, GA 31763-4870	229-759-0026
KEITH B MULLER	3015 FIVE FORKS TRICKUM RD, LILBURN, GA 30047	770-979-5332
DENISE SMITH	4133 LAWRENCEVILLE HWY, LILBURN, GA 30047	770-921-4125
HAYES Q FERRELL	834 THORNTON RD, LITHIA SPRINGS, GA 30122	770-739-1121
DAVID A STEWART	1100 THORNTON RD (W*M #3205), LITHIA SPRINGS, GA 30122	770-739-9355
JOHNNY HURT	2826 EVANS MILL RD, LITHONIA, GA 30058	770-482-1457

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
VAN K JAKES	2964 TURNER HILL RD, LITHONIA, GA 30038	770-482-7676
VAN K JAKES	5401 FAIRINGTON ROAD(WM#1340), LITHONIA, GA 30038	770-981-4622
VAN K JAKES	2791 PANOLA RD, LITHONIA, GA 30038	770-981-9711
MARK A MINES	4850 BILL GARDNER PKY, LOCUST GROVE, GA 30248	678-583-1240
MARK A MINES	2632 HIGHWAY 155 SOUTH, LOCUST GROVE, GA 30248	770-914-5007
KIPLING S MERCER	4638 ATLANTA HWY, LOGANVILLE, GA 30052	770-466-2002
KIPLING S MERCER	4221 ATLANTA HWY (W*M #5252), LOGANVILLE, GA 30052	770-554-9633
DONNIE K GRINER	204 USHY 1, LOUISVILLE, GA 30434	478-625-7757
FLOYD D SIMS	840 SE VETERANS MEMORIAL DR, MABLETON, GA 30126	678-398-8614
JAMES TAYLOR	FLOYD RD & WHITE BLVD, MABLETON, GA 30126	770-944-4853
JOHN FOLSOM	6210 ZEBULEN RD, MACON, GA 31210	478-405-0813
JOHN FOLSOM	5020 HARRISON RD, MACON, GA 31206	478-474-2396
JOHN FOLSOM	3660 RIVERSIDE DR, MACON, GA 31210	478-477-5580
JOHN FOLSOM	550 GRAY HWY, MACON, GA 31201	478-745-6324
JOHN FOLSOM	2497 PIO NONO, MACON, GA 31206	478-788-1150
JOHN FOLSOM	1450 ROCKY CREEK RD, MACON, GA 31206	478-788-4233
BRIDGETT K FREEMAN	4630 HARTLEY BRIDGE ROAD, MACON, GA 31216	478-784-0401
BRUCE FREEMAN	5955 ZEBULON RD (W*M #2890), MACON, GA 31220	478-474-2204
BRUCE FREEMAN	1670 BASS ROAD, MACON, GA 31210	478-477-0204
BRUCE FREEMAN	I-16 & OCMULGEE BLVD, MACON, GA 31217	478-744-0032
BRUCE FREEMAN	770 PINE ST, MACON, GA 31201	478-746-9907
KIPLING S MERCER	1920 EATONTON RD, MADISON, GA 30650	706-342-4120
VERDELL C KOERWITZ	319 W MAIN ST, MANCHESTER, GA 31816	706-846-2326
DAVID W HAMILTON	1291 BELLS FERRY RD, MARIETTA, GA 30066	770-423-7255
DAVID W HAMILTON	1305 POWERS FERRY RD, MARIETTA, GA 30067	770-951-2383
DAVID W HAMILTON	2700 WINDY HILL RD, MARIETTA, GA 30067	770-955-8833
DAVID W HAMILTON	1495 ROSWELL RD, MARIETTA, GA 30062	770-973-5752
ANTHONY P RAFFA	3101 ROSWELL RD, MARIETTA, GA 30062	770-565-8663
ANTHONY P RAFFA	2782 SANDY PLAINS RD, MARIETTA, GA 30066	770-579-7074
ANTHONY P RAFFA	4819 LOWER ROSWELL RD, MARIETTA, GA 30068	770-973-1125
ANTHONY P RAFFA	3011 JOHNSON FERRY RD, MARIETTA, GA 30062	770-998-3774
ORESTES J RODRIGUEZ	3010 CANTON RD, MARIETTA, GA 30066	770-428-1982
GEORGE ROLDAN-GOMEZ	645 S. COBB PKWY, MARIETTA, GA 30062-3768	770-424-4379
GEORGE ROLDAN-GOMEZ	2375 DELK RD, MARIETTA, GA 30067	770-955-3486
GEORGE ROLDAN-GOMEZ	1785 COBB PARKWAY (WAL*MART #1181), MARIETTA, GA 30067	770-980-1194
FLOYD D SIMS	1195 POWDER SPRGS RD, MARIETTA, GA 30064	770-421-0722
FLOYD D SIMS	1015 SOUTH COBB DRIVE, MARIETTA, GA 30060-3303	770-427-0834
KEITH L SIROCKMAN	778 WHITLOCK AVE, MARIETTA, GA 30064	770-425-8768
JENNIFER BONNESS	4478 COLUMBIA RD, MARTINEZ, GA 30907	706-860-7949
DAVID E CRAVENS	3804 WASHINGTON RD, MARTINEZ, GA 30907	706-860-1481
JAMES D PARTRIDGE	381 FURY'S FERRY ROAD, MARTINEZ, GA 30907	706-860-0644
MARINA KALLINTERIS	101 WILLOW LN(W*M#3201), MCDONOUGH, GA 30253	678-432-9006
MARINA KALLINTERIS	41 PRICE QUARTERS ROAD, MCDONOUGH, GA 30253	770-898-1016
JOHN V TAMASI JR.	1775 JONESBORO ROAD, MCDONOUGH, GA 30253	770-914-3021
BRUCE P VINEYARD	I 75 AT RT 20 & 81, MCDONOUGH, GA 30253	770-957-2371
NELSON RICHARD YOUNG	3 E.OAK, MCRAE, GA 31055	229-868-7088
DONNIE K GRINER	1215 S LEWIS ST, METTER, GA 30439	912-685-4663
DAVID W DAVIS	GA US HWY 441, MILLEDGEVILLE, GA 31061	478-452-1312
DAVID W DAVIS	2592 N COLUMBIA ST (W*M #1121), MILLEDGEVILLE, GA 31061	478-453-9499
JOHN W DAVIS	611 SOUTH WAYNE ST., MILLEDGEVILLE, GA 31061-3905	478-452-9611
KIPLING S MERCER	2025 W SPRING ST, MONROE, GA 30655	770-267-4668
GEORGE SIZEMORE	417 SPAULDING RD, MONTEZUMA, GA 31063	478-472-9990
JOHNNY HURT	6065 JONESBORO RD (W*M #1047), MORROW, GA 30260	770-968-8109
RAY E JUSTICE	2125 MT ZION PARKWAY, MORROW, GA 30260	770-603-3020
GEORGE SUAREZ	506 FIRST AVENUE, S.E., MOULTRIE, GA 31768	229-985-6622
WENDELL C MORGAN	609 S DAVIS ST, NASHVILLE, GA 31639-2444	229-686-5353
PATRICK DENNIS	1721 NEWNAN CROSSING BLVD E, NEWNAN, GA 30265	678-423-1460
PATRICK DENNIS	1025 BULLSBORO DR (WM #494), NEWNAN, GA 30265	770-502-8511
PATRICK DENNIS	3190 E HWY 34, NEWNAN, GA 30264	770-502-9585
MURIEL POWELL	1425 HIGHWAY 29 S, NEWNAN, GA 30263-5294	770-254-1068
MIGUEL HERNANDEZ	5025 PEACHTREE PARKWAY, NORCROSS, GA 30092	770-582-0177
JOHNIE MELTON, JR.	5535 BUFORD HWY, NORCROSS, GA 30071	770-441-7634
JOHNIE MELTON, JR.	6165 MCDONOUGH BLVD, NORCROSS, GA 30093-1204	770-449-5359
ALLEN L STAFFORD	7070 JIMMY CARTER BLVD, NORCROSS, GA 30071	770-263-0506
JOHN V TAMASI JR.	4135 JIMMY CARTER BLVD, NORCROSS, GA 30093	770-723-6204
JORGE L MATTEI	2077 N DECATUR, NORTH DECATUR, GA 30033-5910	404-638-6838
PATRICK DENNIS	9140 HIGHWAY 29, PALMETTO, GA 30268	770-463-9919
PATRICK DENNIS	2717 HWY 54 W (W*M #3461), PEACHTREE CITY, GA 30269	678-364-6640
PATRICK DENNIS	986 CROSSTOWN COURT, PEACHTREE CITY, GA 30269	770-486-3800
PATRICK DENNIS	709 CROSSINGS E, PEACHTREE CITY, GA 30269	770-631-0831
EDWIN G STANBERRY	203 E. BACON STREET, PEMBROKE, GA 31321	912-653-2718
JESSICA DEEN	1413 SAMNUNN BLVD, PERRY, GA 31069	478-987-9587
JENNIFER ROBERTS	HOUSTON LAKE & N. PERRY PARKWAY, PERRY, GA 31069	478-218-2850
MONIQUE PALMACCIO	I 95 & USHY 80, POOLER, GA 31322	912-748-5441
MONIQUE PALMACCIO	160 POOLER PARKWAY (W*M #2860), POOLER, GA 31408	912-748-6879
RICHARD E MURPHY	I 95 & HWY 21, PORT WENTWORTH, GA 31407	912-963-0073
JAN D OWENS	5115 DALLAS HWY, POWDER SPRINGS, GA 30127	770-425-8173

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KEITH L SIROCKMAN	4021 POWDER SPRINGS RD., POWDER SPRINGS, GA 30127	770-439-6031
KATHERINE ANN BOOTH	35 MONTAGUE STREET, RICEBORO, GA 31323	912-884-2337
EDWIN G STANBERRY	HWY. 144 & PORT ROYAL RD., RICHMOND HILL, GA 31324	912-756-2218
EDWIN G STANBERRY	USHY 17 & I 95, RICHMOND HILL, GA 31324	912-756-3450
EDWIN G STANBERRY	I-95 & HWY 144 (LOVE'S TRAVEL CENTER), RICHMOND HILL, GA 31314	912-756-5024
RICHARD E MURPHY	427 SOUTH COLUMBIA STREET, RINCON, GA 31326	912-826-0137
DAVID CHANCELLOR	7480 OLD NATIONAL HWY, RIVERDALE, GA 30296	770-907-7505
JOHNNY HURT	6745 GEORGIA HWY 85, RIVERDALE, GA 30274	770-997-6510
JOHNNY HURT	7050 HWY 85 (WAL*MART #0787), RIVERDALE, GA 30274	770-997-7780
ASHLEY KAPLE	2215 SHORTER AVE, ROME, GA 30165	706-234-0622
FRANK R PHALEN	1465 HOLCOMB BRIDGE RD, ROSWELL, GA 30076	770-650-9533
FRANK R PHALEN	591 HOLCOMB BRIDGE RD, ROSWELL, GA 30075	770-992-2974
FRANK R PHALEN	4661 WOODSTOCK RD, ROSWELL, GA 30075	770-992-6117
TIM L PHALEN	970 MANSELL RD (W*M #1578), ROSWELL, GA 30076	770-650-9950
TERRY SHUGART	2224 WEST MAIN STREET, ROYSTON, GA 30662	706-245-7347
JOHN W DAVIS	702 S. HARRIS, SANDERSVILLE, GA 31082-1703	478-552-0700
ALLEN L STAFFORD	6049 ROSWELL RD NE, SANDY SPRINGS, GA 30328	404-252-1421
WARREN BOYLE	2701 MONTGOMERY ST, SAVANNAH, GA 31405	912-233-5508
WARREN BOYLE	1 A GATEWAY BLVD E, SAVANNAH, GA 31419	912-961-0802
A CARTER EUBANK	4735 USHY 80 E, SAVANNAH, GA 31410	912-897-3550
A CARTER EUBANK	475 JOHNNY MERCER BLVD, SAVANNAH, GA 31410	912-897-4220
NINA GOMPELS	4306 OGEECHEE ROAD, SAVANNAH, GA 31405	912-233-3266
NINA GOMPELS	5724 OGEECHEE ROAD, SAVANNAH, GA 31405	912-236-6594
NINA GOMPELS	600 E DERENNE AVE, SAVANNAH, GA 31405	912-352-3481
NINA GOMPELS	6740 WATERS AVENUE, SAVANNAH, GA 31406-2718	912-356-1219
JOHN PALMACCIO	2025 SKIDAWAY, SAVANNAH, GA 31404	912-234-1649
JOHN PALMACCIO	7979 WHITE BLUFF ROAD, SAVANNAH, GA 31406	912-961-1878
MONIQUE PALMACCIO	246 W. BROUGHTON STREET, SAVANNAH, GA 31401	912-236-4494
MONIQUE PALMACCIO	13100 ABERCORN ST EXT, SAVANNAH, GA 31419	912-927-0876
BEN ALSTON	HWY 85 & HWY 16, SENOIA, GA 30276	770-599-9135
GEORGE ROLDAN-GOMEZ	2591 SPRING RD, SMYRNA, GA 30080	770-432-0374
FLOYD D SIMS	3414 S COBB DR, SMYRNA, GA 30080	770-434-8489
FLOYD D SIMS	920 WINDY HILL RD, SMYRNA, GA 30080	770-434-9613
KEITH L SIROCKMAN	5160 S COBB DR, SMYRNA, GA 30082	404-792-0076
JOHNNY HURT	1550 SCENIC HIGHWAY (W*M #1720), SNELLVILLE, GA 30078	678-344-2559
JOHNNY HURT	2684 MAIN ST W, SNELLVILLE, GA 30278	770-972-0259
JOHNNY HURT	1915 SCENIC HWY N, SNELLVILLE, GA 30078	770-982-1882
JOHNNY HURT	3460 GEORGIA HIGHWAY 124, SNELLVILLE, GA 30278	770-985-6930
KATHERINE ANN BOOTH	2303 DEMERE RD, ST. SIMONS, GA 31522	912-638-3139
LARRY HUBERT CARTER	611 NORTHSIDE DRIVE E HWY, STATESBORO, GA 30458	912-489-4050
LARRY HUBERT CARTER	611 E NORTHSIDE DR(WM#754), STATESBORO, GA 30458	912-489-4350
LARRY HUBERT CARTER	810 ARCHWAY DRIVE, STATESBORO, GA 30458	912-681-2129
RAY E JUSTICE	1473 HUDSON BRIDGE RD, STOCKBRIDGE, GA 30281	678-289-5335
JOHN V TAMASI JR.	I-75 AND HWY 138, STOCKBRIDGE, GA 30281	678-289-0988
JOHN V TAMASI JR.	3825 HWY 138, STOCKBRIDGE, GA 30281	770-389-4431
VAN K JAKES	919 N. HAIRSTON ROAD, STONE MOUNTAIN, GA 30083-2801	404-292-5450
VAN K JAKES	1198 S HAIRSTON RD, STONE MOUNTAIN, GA 30088	678-353-7711
KEITH B MULLER	374 N DESHON RD, STONE MOUNTAIN, GA 30087	770-465-0665
KEITH B MULLER	456 S. STONE MOUNTAIN LITHONIA RD, STONE MOUNTAIN, GA 30087	770-498-6747
JOHN V TAMASI JR.	5225 HIGHWAY 78, STONE MOUNTAIN, GA 30087-3414	770-469-3305
JOHN V TAMASI JR.	1825 ROCKBRIDGE RD (WM #1184), STONE MOUNTAIN, GA 30087	770-498-3982
ROBERT W SWOSZOWSKI	HWY. 20 - KROGER OUT LOT #2, SUGAR HILL, GA 30518	770-932-0480
STEPHEN D ENSLEY	11240 HWY 27, SUMMERVILLE, GA 30747	706-857-4343
MIGUEL HERNANDEZ	1125 PEACHTREE INDUSTRIAL RD, SUWANEE, GA 30024	678-482-0054
JORGE L MATTEI	1050 OLD PEACHTREE ROAD, SUWANEE, GA 30043	678-518-5288
KEITH B MULLER	3110 LAWRENCEVILLE, SUWANEE, GA 30024	770-932-8348
ROBERT W SWOSZOWSKI	3650 PEACHTREE PKY, SUWANEE, GA 30174	770-623-4222
THOMAS W FINDLAY	506 S MAIN ST, SWAINSBORO, GA 30401	478-237-2860
JAMES BOOTH	410 W OGEECHEE, SYLVANIA, GA 30467	912-564-0023
GEORGE SUAREZ	617 E FRANKLIN ST, SYLVESTER, GA 31791	229-776-6245
DAVID A STEWART	593 CARROLLTON STREET, TEMPLE, GA 30179	770-562-2669
GEORGE SIZEMORE	1099 HWY 19 N, THOMASTON, GA 30286	706-648-6050
TIMOTHY C METZNER	1680 E JACKSON ST, THOMASVILLE, GA 31792	229-226-8860
DAVID E CRAVENS	1940 WASHINGTON ROAD, THOMSON, GA 30824	706-595-6135
WENDELL C MORGAN	1816 TIFT AVE N, TIFTON, GA 31794-3542	229-382-5022
WENDELL C MORGAN	2002 US HWY 82 WEST, TIFTON, GA 31793	229-386-4687
WENDELL C MORGAN	824 EAST 2ND STREET, TIFTON, GA 31794-4256	229-386-5829
SUSAN M BORROW-NICHOLS	1257 BIG A ROAD, TOCCOA, GA 30577	706-886-6111
DAVID L BLEDSOE	5316 GA HWY 136 W, TRENTON, GA 30752	706-657-7984
JOHN V TAMASI JR.	4021 LAWRENCEVILLE HIGHWAY, TUCKER, GA 30084-4620	770-723-0700
YVONNE J THOMAS	3893 LAVISTA RD, TUCKER, GA 30084	678-406-9945
THOMAS W FINDLAY	3109 E 31ST ST (W*M #864), VIDALIA, GA 30474	912-537-8608
DONNIE K GRINER	806 E 1ST ST, VIDALIA, GA 30474	912-537-8500
GEORGE SIZEMORE	HWY 215 @ I-75, VIENNA, GA 31092	229-268-4916
DAVID A STEWART	2480 MIRROR LAKE BLVD, VILLA RICA, GA 30180	770-456-2652
JANE L BERGL	1879 WATSON BLVD, WARNER ROBINS, GA 31093	478-922-6960
JANE L BERGL	123 RUSSELL PKY, WARNER ROBINS, GA 31088	478-923-4655

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIMOTHY J BERGL	3133 WATSON BLVD, WARNER ROBINS, GA 31093	478-971-4775
TIMOTHY J BERGL	2720 WATSON BLVD(WM#1367), WARNER ROBINS, GA 31093	478-971-7045
DAVID E CRAVENS	1018 E ROBERTS TOOMBS DR, WASHINGTON, GA 30673	706-678-3773
PAUL J MESSER, III	2063 EXPERIMENT STATION RD, WATKINSVILLE, GA 30677	706-769-9225
BRIAN F FEY	2304 MEMORIAL DR, WAYCROSS, GA 31501	912-285-7128
BRIAN F FEY	1738 S. GEORGIA PKWY W., WAYCROSS, GA 31501	912-548-0715
JERRY BAINE	1400 LIBERTY ST, WAYNESBORO, GA 30830	706-554-0143
PAUL J MESSER JR.	US HWY 8, WINDER, GA 30680	770-867-6623
JAMES MELVIN OWENS	9961 HWY 92, WOODSTOCK, GA 30188	770-591-8074
JAMES MELVIN OWENS	12156 HIGHWAY 92, WOODSTOCK, GA 30188	770-924-6912
JAMES MELVIN OWENS	2105 TOWNELAKE PKY, WOODSTOCK, GA 30189	770-928-8510
DAVID E CRAVENS	205 N MAIN ST, WRENS, GA 30833	706-547-4080
GLENN WAKI	98-147 KAMEHAMEHA HWY, AIEA, HI 96701	808-483-1785
GLENN WAKI	99-115 AIEA HTS DRIVE, AIEA, HI 96701-3924	808-483-4759
DARLENE YOSHIMOTO CHUNG	4469 WAIALO RD, ELEELE, HI 96705	808-335-0301
MILES Y ICHINOSE	91-919 FT WEAVER ROAD, EWA BEACH, HI 96706-2257	808-689-8787
SUSAN L SMITH	66-457 KAM HWY, HALEIWA, HI 96712	808-637-6106
PATRICK LIM	325 E MAKAAALA ST (WALMART #2473), HILO, HI 96740	808-934-7200
PATRICK LIM	255 KINOOLE ST., HILO, HI 96720	808-935-9092
PATRICK LIM	2100 KANOELEHUA AVE, HILO, HI 96720	808-959-6462
ANGELA Y BALLARD	881 FREDRICK ST., HONOLULU, HI 96818	808-422-2795
ANGELA Y BALLARD	4725 BOUGAINVILLE DR, HONOLULU, HI 96818	808-422-8119
MILES Y ICHINOSE	2915 E MANOA RD, HONOLULU, HI 96822	808-988-2219
VICTOR LIM	1101 FORT STREET MALL, HONOLULU, HI 96813	808-532-1596
VICTOR LIM	1450 ALA MOANA BLVD, SUITE 1060, HONOLULU, HI 96814	808-973-2351
VICTOR LIM	1778 ALA MOANA BLVD, HONOLULU, HI 96815-1605	808-973-2354
GLENN WAKI	AINA HAINA SHOPPING CENTER, HONOLULU, HI 96821	808-377-5101
GLENN WAKI	377 KEAHOE STREET, HONOLULU, HI 96825	808-395-9844
GLENN WAKI	4561 SALT LAKE BLVD, HONOLULU, HI 96818	808-483-4750
GLENN WAKI	4618 KILAUEA AVE, HONOLULU, HI 96816	808-733-1544
ERLINDA ROSARIO	155 PUUNENE AVE, KAHULUI, HI 96732-2403	808-871-2198
ERLINDA ROSARIO	275 KAAHUMANU AVE, KAHULUI, HI 96732	808-877-9095
GRELYN ROSARIO	101 PAKAULA ST (W*M #3290), KAHULUI, HI 96732	808-877-5345
GRELYN ROSARIO	340 DAIRY RD, KAHULUI, HI 96732	808-877-6498
VICTOR LIM	406 KUULEI RD, KAILUA, HI 96734	808-266-4720
VICTOR LIM	1058 KEOLU DR, KAILUA, HI 96734-3845	808-266-4724
ROBERT C LEOPOLDINO	75-5729 KUAKINI HWY, KAILUA-KONA, HI 96740	808-329-3803
ROBERT C LEOPOLDINO	75-1015 HENRY ST (W*M #2321), KAILUA-KONA, HI 96740-1681	808-334-0848
ROBERT C LEOPOLDINO	74-5453 MAKALA BLVD., KAILUA-KONA, HI 96740	808-327-1156
ROBERT C LEOPOLDINO	65-1154 MAMALAHOA HWY, KAMUELA, HI 96743-2130	808-885-8824
SUSAN L SMITH	47-250 HUI IWA, KANEOHE, HI 96744	808-239-7774
DARLENE YOSHIMOTO CHUNG	4-0771 KUHIO HWY, KAPAA, HI 96746	808-822-7290
EDWARD C YAMAMURA	4600 KAPOLEI PARKWAY, KAPOLEI, HI 96707	808-674-4010
FRANCIS YAMAMURA	91-590 FARRINGTON HWY STE 2, KAPOLEI, HI 96707	808-674-0767
FRANCIS YAMAMURA	91-600 FARRINGTON HWY W*M, KAPOLEI, HI 96707	808-674-8107
PATRICK LIM	16-565 OLD VOLCANO ROAD, KEAAU, HI 96749	808-966-8812
ROBERT C LEOPOLDINO	81-6655 MAMALAHOA HWY, KEALAKEKUA, HI 96750	808-322-3364
DIANE K SUMIDA	1214 S KIHEI RD PO BOX 1105, KIHEI, HI 96753	808-879-0627
ERLINDA ROSARIO	885 WAINEE ST, LAHAINA, HI 96761	808-667-2681
ERLINDA ROSARIO	4403 HONOAPIILANI HWY, LAHAINA, HI 96761-9255	808-669-0032
SUSAN L SMITH	55-400 KAMEHAMEHA HWY, LAIE, HI 96762	808-293-8561
DARLENE YOSHIMOTO CHUNG	3113 KUHIO HWY, LIHUE, HI 96766	808-245-6123
DARLENE YOSHIMOTO CHUNG	3-3300 KUHIO HWY (W*M #2308), LIHUE, HI 96766	808-245-8617
DARLENE YOSHIMOTO CHUNG	3-2600 KAUMUALII HWY (SATELLITE), LIHUE, HI 96766	808-245-8764
ERLINDA ROSARIO	3320 HALEAKALA HWY, PUKALANI, HI 96788	808-572-1331
FRANCIS YAMAMURA	87-2028 FARRINGTON HIGHWAY, WAIANAE, HI 96792	808-668-4700
FRANCIS YAMAMURA	85-770 FARRINGTON HIGHWAY, WAIANAE, HI 96792	808-696-6111
DIANE K SUMIDA	790 EHA ST, WAILUKU, HI 96793	808-244-4682
DIANE K SUMIDA	2138 MAIN ST, WAILUKU, HI 96793	808-244-8211
VICTOR LIM	41-1033 KALANIANA'OLE HWY, WAIMANALO, HI 96795	808-259-8848
MILES Y ICHINOSE	94-212 LEOKU ST, WAIPAHU, HI 96797	808-671-0881
MILES Y ICHINOSE	94-1015 KA UKA BLVD, WAIPAHU, HI 96797	808-676-5944
MILES Y ICHINOSE	94-595 KAPUOHI ST (W*M #2314), WAIPAHU, HI 96797	808-688-0990
TRENT CICHOS	1201 SOUTH 25TH EAST (W*M 1902), AMMON, ID 83406	208-522-6245
TRENT CICHOS	1875 S 25TH E, AMMON, ID 83406	208-542-6246
TRENT CICHOS	1275 PARKWAY DR, BLACKFOOT, ID 83221-1833	208-785-0810
RICHARD M DARMODY	9804 FAIRVIEW AVE, BOISE, ID 83704	208-321-0922
RICHARD M DARMODY	4825 GLENWOOD, BOISE, ID 83714-1323	208-323-1094
RICHARD M DARMODY	510 N ORCHARD, BOISE, ID 83704	208-336-0711
RICHARD M DARMODY	1185 VISTA AVE, BOISE, ID 83705-2430	208-336-4110
RICHARD M DARMODY	1375 BROADWAY, BOISE, ID 83706-3703	208-338-9110
RICHARD M DARMODY	2516 S APPLE ST, BOISE, ID 83706-5170	208-342-6608
RICHARD M DARMODY	2510 FAIRVIEW AVE, BOISE, ID 83702	208-344-9040
RICHARD M DARMODY	6574 S FEDERAL WAY, BOISE, ID 83716	208-368-9703
RICHARD M DARMODY	8571 W FRANKLIN RD, BOISE, ID 83709	208-375-0444
RICHARD M DARMODY	350 N MILWAUKEE, BOISE, ID 83788	208-375-7707
RICHARD M DARMODY	7811 FAIRVIEW AVE, BOISE, ID 83704	208-376-4151

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD M DARMODY	8300 W OVERLAND RD (WALMART #2508), BOISE, ID 83709	208-376-7340
RICHARD M DARMODY	7222 OVERLAND RD, BOISE, ID 83709	208-377-1808
RICHARD M DARMODY	3201 AIRPORT WAY, BOISE, ID 83705	208-424-0788
RICHARD M DARMODY	2828 AIRPORT WAY (SATELLITE), BOISE CITY, ID 83705	208-367-9221
WILLIAM D KYLE	706 US HWY 30, BUHL, ID 83316	208-543-5505
WILLIAM D KYLE	394 N OVERLAND AVE, BURLEY, ID 83318-3433	208-678-2230
RICHARD M DARMODY	5108 E CLEVELAND BLVD (W*M #2780), CALDWELL, ID 83605	208-402-0024
RICHARD M DARMODY	2923 CLEVELAND BLVD, CALDWELL, ID 83605-4425	208-454-2993
MICHAEL L JOHNSON	4260 YELLOWSTONE, CHUBBUCK, ID 83202-2400	208-237-2088
MARK J RAY	340 W HANLEY ST, COEUR D'ALENE, ID 83814	208-772-7740
MARK J RAY JR	208 APPLEWAY AVE, COEUR D'ALENE, ID 83814	208-664-6315
RICHARD M DARMODY	178 S EAGLE RD, EAGLE, ID 83616	208-938-0031
RICHARD M DARMODY, JR.	1460 WEST CHINDEN BOULEVARD, EAGLE, ID 83616	208-888-7999
RICHARD M DARMODY	1335 S WASHINGTON, ENNETT, ID 83617	208-865-1281
WILLIAM D KYLE	2440 MAIN STREET, GOODING, ID 83330	208-934-5010
WILLIAM D KYLE	720 N MAIN ST, HAILEY, ID 83333	208-788-5986
TRENT CICHOS	1485 W BROADWAY, IDAHO FALLS, ID 83402	208-522-1621
TRENT CICHOS	1575 N GATE MILE, IDAHO FALLS, ID 83401	208-524-2757
TRENT CICHOS	650 E 17TH ST, IDAHO FALLS, ID 83401	208-529-4608
TRENT CICHOS	6737 SOUTH 45TH WEST, IDAHO FALLS, ID 83402	208-542-4402
WILLIAM D KYLE	2611 S LINCOLN ST, JEROME, ID 83338	208-324-5505
PHILIP H FREESTONE	820 W CAMERON, KELLOGG, ID 83837	208-784-4431
DAVID R KEIL	711 21ST ST, LEWISTON, ID 83501-3322	208-743-8181
DAVID R KEIL	119 THAIN RD, LEWISTON, ID 83501	208-746-3032
RICHARD M DARMODY	195 E CENTRAL DR, MERIDIAN, ID 83642	208-888-4348
RICHARD M DARMODY, JR.	3100 E MAGIC VIEW DR, MERIDIAN, ID 83642	208-288-1687
RICHARD M DARMODY, JR.	3415 W. CHERRY LANE, MERIDIAN, ID 83642	208-884-0089
RICHARD M DARMODY, JR.	1710 E FAIRVIEW AVE, MERIDIAN, ID 83642	208-887-1565
RICHARD M DARMODY, JR.	3251 E. USTICK RD., MERIDIAN, ID 83646	208-895-8484
JOHN S MILLS	862 TROY RD, MOSCOW, ID 83843	208-882-1953
JOHN S MILLS	1404 MOSCOW PULLMAN HWY, MOSCOW, ID 83843	208-882-2900
WILLIAM D KYLE	2840 AMERICAN LEGION BLVD, MOUNTAIN HOME, ID 83647	208-587-8650
WILLIAM D KYLE	755 AIR BASE RD, MOUNTAIN HOME, ID 83647	208-587-8942
RICHARD M DARMODY	1108 12TH AVE S, NAMPA, ID 83651-4686	208-463-4077
RICHARD M DARMODY	2100 12TH AVENUE RD (WALMART #2781), NAMPA, ID 83686	208-466-7228
RICHARD M DARMODY	GARRITY BOULEVARD, NAMPA, ID 83687	208-466-9096
RICHARD M DARMODY	148 CALDWELL BLVD, NAMPA, ID 83651-2333	208-467-2012
RICHARD M DARMODY, JR.	16801 N. MARKETPLACE BLVD., NAMPA, ID 83687	208-442-7844
MICHAEL L JOHNSON	1011 S 5TH, POCATELLO, ID 83201-6636	208-232-8268
MICHAEL L JOHNSON	831 YELLOWSTONE HWY, POCATELLO, ID 83201-4414	208-233-3642
PHILIP H FREESTONE	205 BONNER MALL WAY, PONDERAY, ID 83852-9748	208-263-5614
MARK J RAY JR	1615 E SELTICE WAY, POST FALLS, ID 83854	208-773-5435
MARK J RAY JR	W 3820 - 5TH, POST FALLS, ID 83854	208-773-9213
TIM SKUBITZ	7120 WEST MAIN ST, RATHDRUM, ID 83858	208-687-5560
TRENT CICHOS	175 VALLEY RIVER DR, REXBURG, ID 83440	208-356-0060
WILLIAM D KYLE	110 ADDISON AVE WEST, TWIN FALLS, ID 83301	208-733-0088
WILLIAM D KYLE	869 POLE LINE RD, TWIN FALLS, ID 83301	208-734-5585
WILLIAM D KYLE	305 BLUE LAKES BLVD N, TWIN FALLS, ID 83301-4828	208-734-5588
JORGE J RIBEIRO	406 E MAIN ST, WEISER, ID 83672	208-549-1636
THOMAS KONOPASEK	40 W MAIN ST, ALBION, IL 62806	618-445-4041
MICHAEL GENE LUNA	1402 SE 3RD ST, ALEDO, IL 61231	309-582-2359
L CHRIS SINGLETON	125 S RANDALL RD, ALGONQUIN, IL 60102	847-658-8099
JOHN J DAKAJOS	11850 S PULASKI AVE, ALSIP, IL 60803	708-389-4949
BLAKE W LINDERS	1010 S MAIN, ALTAMONT, IL 62411	618-483-5354
MALCOLM R BOLD	717 E BROADWAY, ALTON, IL 62002	618-465-7326
MALCOLM R BOLD	2400 HOMER ADAMS PKY, ALTON, IL 62002-5614	618-465-8911
LARRY D SHORT	510 E VIENNA, ANNA, IL 62906-2000	618-833-7922
JAYME SCHENK	1150 MAIN ST, ANTIOCH, IL 60002	847-395-3200
ANGIE M DESMOND MATLOCK	550 E SPRINGFIELD RD, ARCOLA, IL 61910	217-268-5020
SUZANNE CONLEY	15 E DUNDEE RD, ARLINGTON HEIGHTS, IL 60004-1539	847-259-2830
JUAN M MENDEZ	45 E GOLF RD, ARLINGTON HEIGHTS, IL 60005-4001	847-427-8773
GLORIA KAZANOVA	711 E NEW YORK ST, AURORA, IL 60505	630-375-9983
GLORIA KAZANOVA	GALENA & LOCUST, AURORA, IL 60506	630-801-1641
GLORIA KAZANOVA	1505 BUTTERFIELD ROAD, AURORA, IL 60504	630-851-0663
GLORIA KAZANOVA	1023 N LAKE ST, AURORA, IL 60506-2415	630-897-2052
GLORIA KAZANOVA	1185 N FARNSWORTH, AURORA, IL 60505	630-898-0299
EDWARD H SCHMITT, JR.	188 FOX VALLEY CTR, AURORA, IL 60504	630-499-0516
EDWARD H SCHMITT, JR.	425 N EOLA, AURORA, IL 60504	630-499-8121
EDWARD H SCHMITT, JR.	2595 OGDEN AVE, AURORA, IL 60504	630-585-8283
EDWARD H SCHMITT, JR.	4440 FOX VALLEY SHCTR, AURORA, IL 60507	630-851-8080
EDWARD H SCHMITT, JR.	2011 W GALENA PLZ, AURORA, IL 60506-4307	630-859-1778
MARC BEAR	227 W NORTHWEST HWY, BARRINGTON, IL 60010-3168	847-381-4488
TERRY CLARK	5600 S WASHINGTON ST, BARTONVILLE, IL 61607	309-633-5600
TERRY CLARK	1205 W GARFIELD, BARTONVILLE, IL 61607-1748	309-697-9594
JOHN A LARDAS	125 W WILSON, BATAVIA, IL 60510	630-879-0024
WILLIAM H MCESSY	39082 N SHERIDAN RD, BEACH PARK, IL 60099-3787	847-746-8430
JOSEPH P KASPRZYK	ONE PLAZA STREET, BEARDSTOWN, IL 62618	217-323-5955

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LAWRENCE L LINMAN	IL RT. 1, BEECHER, IL 60401	708-946-1539
JAMIE S BURRIS	4422 W MAIN ST, BELLEVILLE, IL 62223-5505	618-233-5786
WILLIAM E BURRIS	7301 WESTFIELD PLZ, BELLEVILLE, IL 62222	618-233-9696
GARY PECK	1153 N GREEN MOUNT RD, BELLEVILLE, IL 62221	618-628-8375
STEVEN D SHORT	125 S BELT EAST, BELLEVILLE, IL 62220	618-235-6226
STEVEN D SHORT	906 CARLYLE AVE, BELLEVILLE, IL 62221	618-277-7897
RAYMOND A NELSON	520 25TH ST, BELLWOOD, IL 60104	708-493-2840
MAUREEN O KOTELES	1313 N STATE ST, BELVIDERE, IL 61008-2002	815-544-0141
MAUREEN O KOTELES	240 W CHRYSLER DR, BELVIDERE, IL 61008	815-547-5254
DENNIS STABILE	630 N RT 83, BENSENVILLE, IL 60106	630-694-1448
RAYMOND A NELSON	5707 ST CHARLES RD, BERKELEY, IL 60163-1113	708-544-9706
MALCOLM R BOLD	#2 PLAZA DRIVE, BETHALTO, IL 62010	618-377-2216
MARVIN SPENCE	72 STRATFORD SQUARE DR, BLOOMINGDALE, IL 60108-2201	630-980-3525
ROBERT A DOBSKI	3102 E EMPIRE STREET, BLOOMINGTON, IL 61704	309-661-2004
ROBERT A DOBSKI	2507 E OAKLAND AVE, BLOOMINGTON, IL 61701	309-662-3114
ROBERT A DOBSKI	1610 E. EMPIRE, BLOOMINGTON, IL 61701	309-663-8450
ROBERT A DOBSKI	2410 S MAIN, BLOOMINGTON, IL 61701	309-828-1616
STANLEY STEVENS	525 BROCK DR, BLOOMINGTON, IL 61701-2640	309-829-8613
LAWRENCE L LINMAN	11920 S WESTERN AVE, BLUE ISLAND, IL 60406-1117	708-371-6118
LAWRENCE L LINMAN	2050 N. STATE ROAD 50, BOURBONNAIS, IL 60914	815-929-7420
LAWRENCE L LINMAN	575 MAIN ST NW, BOURBONNAIS, IL 60914-2305	815-932-6575
HUGO VARGAS	1180 N KINZIE, BRADLEY, IL 60915-1237	815-937-1180
DAVID GLENN EMBRY	285 W FRONT ST, BRAIDWOOD, IL 60408	815-458-0802
JEFF JANCIC	681 N. 12TH STREET, BREESE, IL 62230	618-526-8243
JEFF JANCIC	7701 SOUTH HARLEM, BRIDGEVIEW, IL 60455	708-430-9520
JOHNNIE TOM	7920 WEST 79TH ST, BRIDGEVIEW, IL 60455	708-496-1777
DENNIS CHA	8611 S. HARLEM AVENUE, BRIDGEVIEW, IL 60455	708-599-1750
EILEEN S KUSHNER	6200 BROADVIEW (VILLAGE SQUARE), BROADVIEW, IL 60155	708-338-2523
JOHN J DAKAJOS	1200 N ARLINGTON HEIGHTS RD, BUFFALO GROVE, IL 60089	847-821-2002
GUY T BUCCIFERRO III	5355 W 79TH ST, BURBANK, IL 60459-1452	708-425-6966
WILLIAM E BURRIS	105 N UNION STREET, BYRON, IL 61010	608-362-8718
OSCAR N PERRETTA	1110 CAMP JACKSON RD, CAHOKIA, IL 62206-2230	618-337-9150
OSCAR N PERRETTA	2004 SIBLEY BLVD, CALUMET CITY, IL 60409-2115	708-730-0188
OSCAR N PERRETTA	656 RIVER OAKS DR, CALUMET CITY, IL 60409-5712	708-862-9707
DAVID COPE	12700 S ASHLAND, CALUMET PARK, IL 60827	708-388-6114
LARRY D SHORT	10 E SYCAMORE, CANTON, IL 61520-1267	309-647-8333
LARRY D SHORT	STUDENT UNION CENTER SIU CARBONDALE, CARBONDALE, IL 62901	618-453-8505
LARRY D SHORT	2102 W MAIN ST, CARBONDALE, IL 62901-2001	618-457-4828
LARRY D SHORT	1396 E MAIN ST, CARBONDALE, IL 62901-3155	618-457-5220
JAMES M SALSKE	1920 S ILLINOIS AVE, CARBONDALE, IL 62901	618-457-7344
DAVID GLENN EMBRY	733 W MAIN, CARLINVILLE, IL 62626-1259	217-854-4481
GORDON C FREISINGER	18010 WILLIAM RD., CARLYLE, IL 62231	618-594-4474
STEPHANIE BISHOP	1300 W MAIN ST / RT 4 BOX 15, CARM, IL 62821-1376	618-382-8054
DAVID COLLIER	400 E PLAZA DR, CARTERSVILLE, IL 62918	618-985-2070
GARY PECK	940 N RTE49 (IL-49 & I-70), CASEY, IL 62420	217-932-5999
TINA SHORT	I 64 & RT 157, CASEYVILLE, IL 62232	618-397-8903
TINA SHORT	1485 W BROADWAY, CENTRALIA, IL 62801	618-532-2222
DWIGHT A MILLER	810 E BROADWAY, CENTRALIA, IL 62801-3327	618-532-6511
DWIGHT A MILLER	906 BLOOMINGTON ROAD, CHAMPAIGN, IL 61821	217-355-4862
DWIGHT A MILLER	1605 S NEIL, CHAMPAIGN, IL 61820-7250	217-356-6679
DWIGHT A MILLER	501 NORTH MATTIS, CHAMPAIGN, IL 61821	217-359-0588
DWIGHT A MILLER	1812 N NEIL, CHAMPAIGN, IL 61820-7817	217-359-5251
SCOTT MILLER	4910 N MARKET STREET, CHAMPAIGN, IL 61820	217-643-7918
JOHN CARNAGIO	2909 W KIRBY AVE, CHAMPAIGN, IL 61820	217-359-3856
JOHN CARNAGIO	24061 W EAMES, CHANNAHON, IL 60410	815-467-7995
JEANNE L FOLEY	26953 WEST EAMES, CHANNAHON, IL 60410	815-467-8109
DAVID M KASPRZYK	12 W LINCOLN, CHARLESTON, IL 61920-3039	217-348-0215
PAUL D BREZNAY	490 N MAIN ST, CHATHAM, IL 62629	217-483-7159
STEVEN D SHORT	504 HOSELTON DR., CHENOA, IL 61726	815-945-2222
ELLEN M AL-HAJJE	2208 STATE ST, CHESTER, IL 62233	618-826-2895
ELLEN M AL-HAJJE	3855 W LAWRENCE AVE, CHICAGO, IL 60625-6228	773-455-3321
KEITH ALLEN	4320 N CICERO, CHICAGO, IL 60651	773-455-3410
KEITH ALLEN	7832 S WESTERN, CHICAGO, IL 60620-5822	773-476-1196
KEITH ALLEN	6560 S STONEY ISLAND AVE, CHICAGO, IL 60637	773-493-5800
KEITH ALLEN	70 E GARFIELD, CHICAGO, IL 60615-4613	773-924-0821
BLANTON CANADY	6900 S LAFAYETTE, CHICAGO, IL 60621-3782	773-994-0690
BLANTON CANADY	MCCORMICK PLACE, CHICAGO, IL 60616	312-328-0682
BLANTON CANADY	233 N MICHIGAN, CHICAGO, IL 60601	312-540-0721
JOHN J DAKAJOS	600 E GRAND AVE, CHICAGO, IL 60611	312-832-1640
JOHN J DAKAJOS	6720 W ARCHER AVE, CHICAGO, IL 60638	773-229-9841
JOHN J DAKAJOS	10320 S KEDZIE AVE, CHICAGO, IL 60655-2016	773-238-1216
JOHN J DAKAJOS	6430 S CICERO, CHICAGO, IL 60638	773-284-8996
JOHN J DAKAJOS	6737 S PULASKI AVE, CHICAGO, IL 60629-4152	773-284-9350
JOHN J DAKAJOS	5253 S PULASKI, CHICAGO, IL 60632	773-284-9684
JOHN J DAKAJOS	4704 S. CICERO AVENUE, CHICAGO, IL 60638	773-284-9713
JOHN J DAKAJOS	7601 S CICERO, CHICAGO, IL 60652-1022	773-284-9865
JOHN J DAKAJOS	4334 W 26TH ST, CHICAGO, IL 60623	773-762-9211

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CARMEN DECARRIER	ROOSEVELT & LAKE SHORE DRIVE, CHICAGO, IL 60605	312-588-1229
CARMEN DECARRIER	36 W RANDOLPH, CHICAGO, IL 60601-3516	312-759-2128
CARMEN DECARRIER	111 W JACKSON, CHICAGO, IL 60604	312-922-4298
CARMEN DECARRIER	3245 W. NORTH AVENUE, CHICAGO, IL 60641	773-227-8928
CARMEN DECARRIER	1737 W FULLERTON, CHICAGO, IL 60614	773-244-4001
CARMEN DECARRIER	1951 N WESTERN AVE, CHICAGO, IL 60647-4331	773-276-2366
CARMEN DECARRIER	4601 W DIVERSEY, CHICAGO, IL 60639	773-394-0991
CARMEN DECARRIER	2834 N ASHLAND AVE, CHICAGO, IL 60657-4042	773-528-7503
CARMEN DECARRIER	3620 N CLARK, CHICAGO, IL 60613-3808	773-549-0683
JOHN DECARRIER	233 W JACKSON, CHICAGO, IL 60606	312-583-0682
PHILLIP L DOUGLAS	NWC 95TH & LAFAYETTE, CHICAGO, IL 60620	773-568-7910
PHILLIP L DOUGLAS	7601 S VINCENNES AVE, CHICAGO, IL 60620-1622	773-723-4700
PHILLIP L DOUGLAS	2425 E 79TH ST, CHICAGO, IL 60649	773-768-0153
PHILIP K FUENTES	8415 S PULASKI RD., CHICAGO, IL 60652-3119	773-284-1331
PHILIP K FUENTES	5500 S. CICERO AVE. (MIDWAY AIRPORT #2), CHICAGO, IL 60638	773-585-3012
PHILIP K FUENTES	5700 S CICERO AVENUE (MIDWAY AIRPORT #1), CHICAGO, IL 60638	773-767-1041
PHILIP K FUENTES	5624 W ROOSEVELT RD, CHICAGO, IL 60644	773-921-0056
STEVEN FUNKHOUSER	1563 N WELLS (SATELLITE), CHICAGO, IL 60610	312-266-2633
STEVEN FUNKHOUSER	1831 W DEVON/RIDGE, CHICAGO, IL 60660	773-381-2252
STEVEN FUNKHOUSER	6125 N MILWAUKEE AVE, CHICAGO, IL 60646	773-631-7817
LANCE JONES	9560 S HALSTED STREET, CHICAGO, IL 60628-1028	773-881-4245
LANCE JONES	600 E 115TH ST, CHICAGO, IL 60628-5702	773-995-8586
ANGELO KARAVITES	5130 N SHERIDAN RD, CHICAGO, IL 60640-3114	773-275-9035
ANGELO KARAVITES	1004 W WILSON, CHICAGO, IL 60640-5615	773-275-9885
ANGELO KARAVITES	2350 N. CENTRAL, CHICAGO, IL 60639-2934	773-622-4405
JANET KARAVITES	6231 N BROADWAY, CHICAGO, IL 60660-1902	773-743-1316
JANET KARAVITES	6740 N CLARK, CHICAGO, IL 60626-3211	773-743-6932
NICHOLAS KARAVITES	201 N CLARK, CHICAGO, IL 60601	312-580-0216
NICHOLAS KARAVITES	300 N WELLS -MERCH MR (SPACES 205 & 207), CHICAGO, IL 60654	312-644-2090
NICHOLAS KARAVITES	405 N WABASH RIVER PLZ, CHICAGO, IL 60611	312-645-0818
NICHOLAS KARAVITES	10 E CHICAGO AVE, CHICAGO, IL 60611-2009	312-649-9262
NICHOLAS KARAVITES	645 N MCCLURG CT, CHICAGO, IL 60611-3000	312-944-5665
NICHOLAS KARAVITES	3020 S HALSTED ST (SATELLITE), CHICAGO, IL 60608	312-949-9774
NICHOLAS KARAVITES	5133 W NORTH AVE, CHICAGO, IL 60639-4435	773-237-8655
NICHOLAS KARAVITES	3548-3550 N CICERO, CHICAGO, IL 60641	773-283-0157
NICHOLAS KARAVITES	2400 N LINCOLN AVE (SATELLITE), CHICAGO, IL 60614	773-388-3621
NICHOLAS KARAVITES	5614 N CLARK ST, CHICAGO, IL 60660-4109	773-989-9250
NICHOLAS KARAVITES	LAKE AND OGDEN, CHICAGO, IL 60607	312-243-0312
JAMES P KORUS	2635 N CLARK ST, CHICAGO, IL 60614-1524	773-549-6272
JAMES P KORUS	4946 N MILWAUKEE AVE, CHICAGO, IL 60630-2115	773-777-2327
TANYA LAWRENCE	4550 N CUMBERLAND, CHICAGO, IL 60656	773-625-4343
RONNIE L LOFTON	23 N WESTERN AVENUE, CHICAGO, IL 60612-2200	312-243-3599
RONNIE L LOFTON	5153 W CHICAGO AVE, CHICAGO, IL 60651-2904	773-287-4687
RONNIE L LOFTON	5015 W MADISON, CHICAGO, IL 60644	773-378-1470
RONNIE L LOFTON	3200 W ROOSEVELT, CHICAGO, IL 60624-4332	773-533-5336
RONNIE L LOFTON	4048 W MADISON, CHICAGO, IL 60624-2317	773-722-8164
DERRICK D LOTT	TERM 3 CONC L, CHICAGO, IL 60666	773-601-9000
DERRICK D LOTT	TERMINAL 2 CONCOURSE E-F, CHICAGO, IL 60666	773-601-9004
DERRICK D LOTT	TERM 1 CONC B, CHICAGO, IL 60666	773-686-1160
DERRICK D LOTT	TERMINAL 1 CONCOURSE C, CHICAGO, IL 60666	773-686-1540
DERRICK D LOTT	O'HARE AIRPORT, TERMINAL 5 ARRIVALS, CHICAGO, IL 60666	773-894-3432
DERRICK D LOTT	TERM 5 INTER DEPART, CHICAGO, IL 60666	773-894-3439
RODNEY LUBEZNIK	29 N WACKER, CHICAGO, IL 60606	312-456-4307
RODNEY LUBEZNIK	23 S. CLARK, CHICAGO, IL 60603	312-580-0214
RODNEY LUBEZNIK	180 W ADAMS, CHICAGO, IL 60603-3602	312-580-0773
RODNEY LUBEZNIK	225 S CANAL ST, CHICAGO, IL 60606	312-627-9234
RODNEY LUBEZNIK	555 W MADISON, CHICAGO, IL 60606	312-902-2600
RODNEY LUBEZNIK	4047 E 106TH ST, CHICAGO, IL 60617-6341	773-721-7171
ESPERANZA MCSWEEN	230 S STATE ST, CHICAGO, IL 60604-2004	312-786-1855
ESPERANZA MCSWEEN	2525 S MARTIN LUTHER KING DR, CHICAGO, IL 60616	312-842-8643
ESPERANZA MCSWEEN	WABASH & ADAMS, CHICAGO, IL 60603	773-218-8516
JUAN M MENDEZ	O'HARE TERMINAL 3 CONC H/K APEX, CHICAGO, IL 60666	773-462-0123
JUAN M MENDEZ	TERM 3 CONC H, CHICAGO, IL 60666	773-686-1161
JUAN M MENDEZ	TERMINAL 3 CONCOURSE K, CHICAGO, IL 60666	773-686-1176
MICHAEL J OJEDA	2707 N MILWAUKEE AVE, CHICAGO, IL 60647	773-342-4052
MICHAEL J OJEDA	4546 N KEDZIE AVE, CHICAGO, IL 60625	773-583-4394
VIRGINIA OJEDA	4338 W NORTH AVE, CHICAGO, IL 60639-4855	773-384-8165
OSCAR N PERRETTA	207 E 35TH ST, CHICAGO, IL 60653	312-842-3986
OSCAR N PERRETTA	9211 S COMMERCIAL, CHICAGO, IL 60617-4509	773-375-7700
OSCAR N PERRETTA	1951 E 95TH ST, CHICAGO, IL 60617	773-768-3355
RICHARD F PRUCNAL	6900 N WESTERN AVE, CHICAGO, IL 60645-4711	773-274-6151
RICHARD F PRUCNAL	3122 W TOUHY AVE, CHICAGO, IL 60645-2836	773-338-3122
KEITH B PRYOR	11421 S HALSTED, CHICAGO, IL 60628-5201	773-568-4663
DERRICK TAYLOR	1443 E 87TH ST, CHICAGO, IL 60619-6546	773-221-2541
DERRICK TAYLOR	1637 W 95TH ST, CHICAGO, IL 60643	773-429-1300
DERRICK TAYLOR	7900 S MARTIN LUTHER KING DR, CHICAGO, IL 60619	773-651-3365
DERRICK TAYLOR	8871 S KINGSTON, CHICAGO, IL 60617	773-734-4200

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DERRICK TAYLOR	8321 SOUTH ASHLAND, CHICAGO, IL 60620	773-779-2888
DERRICK TAYLOR	29 E 87TH ST, CHICAGO, IL 60619-6603	773-783-4595
YOLANDA TRAVIS	5200 S. LAKE PARK, CHICAGO, IL 60615	773-288-2161
YOLANDA TRAVIS	740 E 47TH ST, CHICAGO, IL 60653	773-924-6070
DARRELL R WINBUSH	65TH & WESTERN, CHICAGO, IL 60636	773-434-6048
DARRELL R WINBUSH	6336 S ASHLAND, CHICAGO, IL 60636-2725	773-436-2519
DARRELL R WINBUSH	6355 S MARTIN LUTHER KING DR, CHICAGO, IL 60637	773-947-9000
MARILYN WRIGHT	600 N CLARK, CHICAGO, IL 60610-3702	312-867-0455
MARILYN WRIGHT	119 NORTH WABASH, CHICAGO, IL 60602	312-977-1970
MARILYN WRIGHT	2754 N NARRAGANSETT, CHICAGO, IL 60639	773-237-1500
MARILYN WRIGHT	2608 WEST ADDISON, CHICAGO, IL 60618-5905	773-477-8687
MARILYN WRIGHT	5656 W IRVING PARK RD, CHICAGO, IL 60634-2741	773-545-8686
MARILYN WRIGHT	3540 N HARLEM AVE, CHICAGO, IL 60634-3629	773-622-8811
RALPH WRIGHT	3241 W PETERSON, CHICAGO, IL 60645	773-588-8860
DERRICK D LOTT	19767 S HALSTED STREET, CHICAGO HEIGHTS, IL 60411	708-754-5572
PAUL D BREZNAY	402 W. CLOVERDALE, CHILLICOTHE, IL 61523	309-274-4070
PHILIP K FUENTES	5500 W CERMAK RD, CICERO, IL 60804	708-222-9259
PHILIP K FUENTES	2827 S CICERO, CICERO, IL 60804	708-863-6227
JACK D MILLAN	HIGHWAY 54 WEST, CLINTON, IL 61727	217-935-8522
HUGO VARGAS	2 SOUTH BROADWAY, COAL CITY, IL 60416	815-634-4412
DANIEL P MURRAY, JR.	520 RAMADA BLVD, COLLINSVILLE, IL 62234	618-345-4131
DANIEL P MURRAY, JR.	503 BELT LINE RD, COLLINSVILLE, IL 62234-4411	618-345-7773
DANIEL P MURRAY, JR.	848 SOUTH MORRISON, COLLINSVILLE, IL 62234	618-346-6994
WILLIAM E BURRIS	300 COLUMBIA CENTER, COLUMBIA, IL 62236-9803	618-281-4222
CHRISTINE M LOTT	4239 W. 167TH STREET, COUNTRY CLUB HILLS, IL 60478	708-206-1035
STANLEY STEVENS	5701 S LAGRANGE RD, COUNTRYSIDE, IL 60525-4063	708-352-8875
STANLEY STEVENS	13630 S CICERO AVE, CRESTWOOD, IL 60445-1937	708-371-0650
RANDY CONN	1350 STEGER RD, CRETE, IL 60417-1357	708-672-4500
NONDAS J PLESIOTIS	230 N RT 31, CRYSTAL LAKE, IL 60014	815-455-2599
DEANNA R WITZEL	3195 NORTH VERMILION STREET, DANVILLE, IL 61832-1312	217-446-0043
DEANNA R WITZEL	109 S GILBERT ST, DANVILLE, IL 61832-6229	217-446-4084
GARY G BIRSCHBACH	4030 EAST BOYD ROAD, DECATUR, IL 62521	217-872-1974
GARY G BIRSCHBACH	3005 N WATER ST, DECATUR, IL 62526-2464	217-877-9259
DWIGHT A MILLER	962 W ELDORADO, DECATUR, IL 62522-2162	217-422-8149
DWIGHT A MILLER	1835 E EL DORADO, DECATUR, IL 62521-2125	217-423-1775
DWIGHT A MILLER	2799 N 22ND ST, DECATUR, IL 62526	217-425-2980
DWIGHT A MILLER	1909 MOUNT ZION RD, DECATUR, IL 62521-9718	217-864-4937
KENNETH R NORGAN	50 S WAUKEGAN RD, DEERFIELD, IL 60015-5216	847-945-2112
CHRISTINE K SCHENK	3067 MANNHEIM ROAD, DES PLAINES, IL 60018-3605	847-824-8800
CHRISTINE K SCHENK	444 S RIVER RD, DES PLAINES, IL 60016-4731	847-827-1220
MICHAEL SCHENK	1101 OAKTON STREET, DES PLAINES, IL 60016	847-297-5630
MICHAEL SCHENK	725 W GOLF RD, DES PLAINES, IL 60016-2414	847-439-6141
MARILYN WRIGHT	1960 S MOUNT PROSPECT RD, DES PLAINES, IL 60018-1807	847-296-7454
NANCY PLOCK	207 N GALENA, DIXON, IL 61021-2119	815-288-4683
OSCAR N PERRETTA	226 SIBLEY BLVD, DOLTON, IL 60419	708-849-2134
LARRY D SHORT	825 S WASHINGTON ST, DU QUOIN, IL 62832	618-542-4511
PAUL D BREZNAY	RT 1 BOX 122 NORTHBROOK DRIVE, DWIGHT, IL 60420	815-584-9008
MARY N MURRAY	102 NIAGARA AVE, EAST ALTON, IL 62024	618-259-1075
KEVIN L MURPHY	727 42ND AVE, EAST MOLINE, IL 61244-4016	309-755-8820
SCOTT W BANDY	2601 E WASHINGTON, EAST PEORIA, IL 61611	309-699-0721
ROBERT BONNER, JR.	588 NORTH 24TH STREET, EAST ST. LOUIS, IL 62205	618-482-6610
RONALD H GRAY	1704 TROY RD, EDWARDSVILLE, IL 62025-2537	618-656-1220
RONALD H GRAY	6091 CENTER GROVE ROAD, EDWARDSVILLE, IL 62025	618-659-3532
BLAKE W LINDERS	1304 N KELLER DR, EFFINGHAM, IL 62401	217-342-2355
BLAKE W LINDERS	USHY 45 & RICKELMAN, EFFINGHAM, IL 62401	217-342-2605
BLAKE W LINDERS	2911 S BANKER (STO), EFFINGHAM, IL 62401	217-342-4933
PAUL D BREZNAY	664 W MAIN ST, EL PASO, IL 61738	309-527-7700
JULIE LARDAS-BASDEN	932 CENTER AVENUE, ELBURN, IL 60119	630-365-5915
KENNETH HANEY	IL RT 142 & USHY 45, ELDORADO, IL 62930	618-273-5633
DAVID A BEAR	1165 N MCLEAN BLVD, ELGIN, IL 60123	847-741-9090
GERALD BEAR	401 SUMMIT ST, ELGIN, IL 60120	847-741-9768
MARC BEAR	816 SAINT CHARLES RD, ELGIN, IL 60120	847-608-5050
MARC BEAR	255 S RANDALL RD, ELGIN, IL 60123	847-741-9898
MARCELLE BEAR	1480 LARKIN AVE, ELGIN, IL 60123	847-741-9725
THOMAS E BROWN	633 MEACHAM RD., ELK GROVE VILLAGE, IL 60007-3047	847-985-0490
GEORGE BUBALO	1912 E HIGGINS, ELK GROVE VILLAGE, IL 60007-2503	847-437-7949
JOHN O'KEEFE	10 W BIESTERFIELD ROAD, ELK GROVE VILLAGE, IL 60007-3668	847-364-4525
DENNIS STABILE	1450 BUSSE RD, ELK GROVE VILLAGE, IL 60007-5324	847-439-1540
PATRICIA HALL	920 N YORK RD, ELMHURST, IL 60126-5115	630-832-9633
KAREN O'KEEFE	190 E BUTTERFIELD RD, ELMHURST, IL 60126-5120	630-832-6962
NICHOLAS KARAVITES	1117 HOWARD STREET, EVANSTON, IL 60202	847-864-5988
KEITH ALLEN	8715 S KEDZIE, EVERGREEN PARK, IL 60805-1025	708-424-7824
JOHN J DAKAJOS	2620 W 95TH ST, EVERGREEN PARK, IL 60805	708-499-1636
THOMAS KONOPASEK	1212 W MAIN, FAIRFIELD, IL 62837-2326	618-842-5674
GARY PECK	6300 N ILLINOIS ST, FAIRVIEW HEIGHTS, IL 62208-2719	618-632-2046
DAVID COPE	1008 E. FORT STREET, FARMINGTON, IL 61531	309-245-9930
TIMOTHY W MCCARTHY	US HWY 50, FLORA, IL 62839	618-662-5555

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RAYMOND A NELSON	420 DES PLAINES AVE, FOREST PARK, IL 60130	708-488-0146
GARY G BIRSCHBACH	109 LUCILE, FORSYTH, IL 62535	217-875-7913
WILLIAM H MCESSY	40 S RT 12, FOX LAKE, IL 60020-1745	847-587-1020
SUSAN M SINGLETON	840 NORTHWEST HWY, FOX RIVER GROVE, IL 60021	847-639-7197
DARREN A FREIHAGE	7215 W. LINCOLN HWY, FRANKFORT, IL 60423	815-469-0837
DARREN A FREIHAGE	21011 S. LAGRANGE ROAD, FRANKFORT, IL 60423-7753	815-469-6300
JAMES P KORUS	2627 N MANNHEIM RD, FRANKLIN PARK, IL 60131-3136	847-455-0050
STEVEN D SHORT	708 N STATE ST, FREEBURG, IL 62243	618-539-9712
GLENN J KARPINSKE	957 GEAR ST, GALENA, IL 61036	815-777-2600
CAROL L KIRKENMEIER	1158 E MAIN ST, GALESBURG, IL 61401-3962	309-343-1539
CAROL L KIRKENMEIER	1072 N HENDERSON ST, GALESBURG, IL 61401-2553	309-343-8340
ROGER MUSELMAN	1022 OAKWOOD DR, GENESEO, IL 61254	309-944-5040
JOHN A LARDAS	1812 S RANDALL RD, GENEVA, IL 60134	630-232-8239
JOHN A LARDAS, JR.	1190 E STATE ST, GENEVA, IL 60134-2439	630-232-1350
SUSAN M SINGLETON	704 E MAIN ST, GENOA, IL 60135	815-784-8584
DEANNA R WITZEL	502 N. MAIN ST, GEORGETOWN, IL 61846	217-662-6122
ROBERT A DOBSKI	801 S SANGAMON, GIBSON CITY, IL 60936-1746	217-784-4269
WAYNE JAROSH	720 US HWY 24 WEST, GILMAN, IL 60938	815-265-8080
MARK V FREEMAN	2741 PFINGSTEN, GLENVIEW, IL 60026-1152	847-564-3480
MARK V FREEMAN	530 S WAUKEGAN RD, GLENVIEW, IL 60025	847-724-3711
CHRISTINE K SCHENK	9815 N. MILWAUKEE AVE, GLENVIEW, IL 60716	847-965-8180
MALCOLM R BOLD	5511 GODFREY RD, GODFREY, IL 62035	618-466-5810
JAMES ESTEL WILLIAMS, JR	1515 JOHNSON RD, GRANITE CITY, IL 62040-3831	618-876-0741
JAMES ESTEL WILLIAMS, JR	2045 MADISON, GRANITE CITY, IL 62040-4618	618-876-9120
CHRISTINE K SCHENK	1275 N RT 83, GRAYSLAKE, IL 60030	847-548-9763
JAYME SCHENK	1804 E BELVIDERE RD, GRAYSLAKE, IL 60030	847-223-2141
WILLIAM H MCESSY	PAUL JONES & CLUVERIUS, GREAT LAKES, IL 60088	847-689-8683
DAVID GLENN EMBRY	1600 SOUTH STREET, ROUTE 127, GREENVILLE, IL 62246-9516	618-664-0302
WILLIAM H MCESSY	1275 DELANEY, GURNEE, IL 60031	847-244-8728
WILLIAM H MCESSY	5555 GRAND AVE, GURNEE, IL 60031-4900	847-336-8865
WILLIAM H MCESSY	6380 GRAND AVE, GURNEE, IL 60031	847-855-0229
WILLIAM H MCESSY	6170 W GRAND FC #241, GURNEE, IL 60031	847-855-1295
WILLIAM H MCESSY	6170 W GRAND AVE #719, GURNEE, IL 60031	847-855-1961
SUSAN M SINGLETON	19 N 649 US RT 20, HAMPSHIRE, IL 60140	847-683-9953
THOMAS E BROWN	7455 BARRINGTON RD, HANOVER PARK, IL 60103	630-837-5819
JANICE NELSON	1050 E LAKE ST, HANOVER PK, IL 60133-5408	630-307-8700
JOHN M MORELAND	US 45, HARRISBURG, IL 62946	618-252-6200
OSCAR N PERRETTA	147TH & DIXIE HWY, HARVEY, IL 60426	708-331-1167
MARILYN WRIGHT	6400 W MONTROSE, HARWOOD HEIGHTS, IL 60634	708-867-1600
MARILYN WRIGHT	5022 N HARLEM AVE, HARWOOD HEIGHTS, IL 60656	708-867-8686
NICHOLAS J KASPRZYK	270 E DEARBORN, HAVANA, IL 62644	309-543-2422
STEPHANIE BISHOP	1706 S PARK AVE, HERRIN, IL 62948-2738	618-942-5251
STEPHANIE AUCUNAS	7620 W. 95TH ST., HICKORY HILLS, IL 60457	708-237-4650
DAVID GLENN EMBRY	105 SUPPINGER RD, HIGHLAND, IL 62249-1114	618-654-8112
MARK V FREEMAN	1988 1ST AVE, HIGHLAND PARK, IL 60035-3135	847-432-6760
MARK V FREEMAN	2748 SKOKIE VALLEY RD, HIGHLAND PARK, IL 60035-1043	847-433-4490
MARK V FREEMAN	894 SHERIDAN RD, HIGHWOOD, IL 60040-1003	847-432-2225
JAMES M SALSKE	728 W MAIN ST, HILLSBORO, IL 62049-1734	217-532-3961
DENNIS CHA	4012 ROOSEVELT RD, HILLSIDE, IL 60162-1824	708-544-2333
DAVID A BEAR	2250 W HIGGINS RD, HOFFMAN ESTATES, IL 60172	847-843-0380
STEPHEN T RECKLEY	2580 W GOLF RD, HOFFMAN ESTATES, IL 60194	847-882-0943
ROBERT A FREEMAN	14298 S BELL RD, HOMER GLEN, IL 60491	708-301-2332
CHRISTINE M LOTT	3132 W 183RD ST, HOMEWOOD, IL 60430-2807	708-798-9309
DERRICK D LOTT	17740 HALSTED, HOMEWOOD, IL 60430-2010	708-957-2337
DEANNA R WITZEL	824 SOUTH DIXIE HIGHWAY, HOOPESTON, IL 60942	217-283-9333
L CHRIS SINGLETON	10711 RT 47, HUNTLEY, IL 60142	847-669-0225
TINA SHORT	202 NORTH AVENUE, INA, IL 62846	618-437-5317
NONDAS J PLESIOTIS	600 W STATE RD, ISLAND LAKE, IL 60042	847-487-1720
RAYMOND A NELSON	1301 E IRVING PARK RD, ITASCA, IL 60143	630-250-1065
JOSEPH P KASPRZYK	520 W MORTON, JACKSONVILLE, IL 62650-2875	217-243-4221
JAMES M SALSKE	911 S STATE ST, JERSEYVILLE, IL 62052	618-498-9526
JOHN M MORELAND	9TH & GRAND (IL RTE 37), JOHNSTON CITY, IL 62951	618-983-3223
JOHN CARNAGIO	2885 W PLAINFIELD RD, JOLIET, IL 60435	815-439-1045
JOHN CARNAGIO	1421 RIVERBOAT CENTER DR, JOLIET, IL 60432	815-730-8141
J. CAMPBELL KENNEDY	1515 WEST JEFFERSON AVENUE, JOLIET, IL 60435	815-725-9651
GARY A KORY	2220 ILLINOIS RT 59, JOLIET, IL 60544	815-436-9380
HUGO VARGAS	2212 ESSINGTON ROAD, JOLIET, IL 60435	815-577-6576
HUGO VARGAS	LOUIS JOLIET MALL, JOLIET, IL 60431	815-609-3295
HUGO VARGAS	1555 N BROADWAY, JOLIET, IL 60435-2616	815-723-8333
LAWRENCE L LINMAN	1030 N 5TH AVE, KANKAKEE, IL 60901	815-939-0004
LAWRENCE L LINMAN	1780 E COURT ST, KANKAKEE, IL 60901-2671	815-939-1815
ROGER MUSELMAN	315 S TENNEY ST, KEWANEE, IL 61443-3451	309-852-4747
CAROL L KIRKENMEIER	743 KNOX HWY 10, KNOXVILLE, IL 61448	309-289-9351
DENNIS STABILE	100 N LAGRANGE RD, LAGRANGE, IL 60525	708-352-1110
WILLIAM H MCESSY	28929 N WAUKEGAN RD, LAKE BLUFF, IL 60044	847-735-1088
WILLIAM H MCESSY	30388 N SKOKIE HWY, LAKE BLUFF, IL 60044	847-937-9920
WILLIAM H MCESSY	884 SOUTH WAUKEGAN ROAD, LAKE FOREST, IL 60045	847-283-9140

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM H MCESSY	431 E GRAND, LAKE VILLA, IL 60046	847-265-0050
OSCAR N PERRETTA	17810 S. TORRENCE, LANSING, IL 60438-1836	708-474-2450
DAVID COLLIER	2608 WEST HAVEN ROAD, LAWRENCEVILLE, IL 62439	618-943-2800
GARY PECK	713 S MADISON, LEBANON, IL 62254	618-537-9806
JACK D MILLAN	300 SUNSET DR, LEROY, IL 61752	309-962-2073
PAUL D BREZNAY	1744 PJ KELLER DR., LEXINGTON, IL 61753	309-365-8833
WILLIAM H MCESSY	1330 N MILWAUKEE AVE, LIBERTYVILLE, IL 60048-1309	847-362-3040
WILLIAM H MCESSY	1417 W PETERSON, LIBERTYVILLE, IL 60048	847-573-8212
JACK D MILLAN	1109 HICKOX DR, LINCOLN, IL 62656	217-732-9717
KENNETH R NORGAN	450 MILWAUKEE AVE, LINCOLNSHIRE, IL 60069-3046	847-913-1500
WILLIAM H MCESSY	2250 E. GRAND, LINDENHURST, IL 60046-7522	847-356-2422
MICHAEL MCGRAW	2 OHREN DR, LITCHFIELD, IL 62056	217-324-6144
IRVIN E STANFORD, III	1039 E 9TH ST, LOCKPORT, IL 60441-3245	815-838-6304
SUSAN STINNETT	16519 W. 159TH STREET, LOCKPORT, IL 60441	815-524-4806
MARVIN SPENCE	540 W NORTH AVE, LOMBARD, IL 60148	630-792-8009
JEFF JANCIK	7850 OGDEN AVE, LYONS, IL 60534	708-442-5566
CAROL L KIRKENMEIER	625 W JACKSON ST, MACOMB, IL 61455-2009	309-833-4648
CAROL L KIRKENMEIER	105 S PRAIRIE ST, MACOMB, IL 61455	309-837-2810
JACK D MILLAN	1006 PURNELL DR, MAHOMET, IL 61853	217-590-2992
LAWRENCE L LINMAN	103 SOUTH CREEK DR, MANTENO, IL 60950	815-468-9927
L CHRIS SINGLETON	200 W GRANT HWY, MARENGO, IL 60152	815-568-4966
JOHN M MORELAND	2603 W. DEYOUNG, MARION, IL 62959-4939	618-993-8889
JOHN M MORELAND	700 N COURT ST, MARION, IL 62959-1710	618-997-3113
OSCAR N PERRETTA	3010 W 159TH ST, MARKHAM, IL 60426-4026	708-331-5089
DAVID COLLIER	RR #3 BOX 117 (I-70 & S.R.1), MARSHALL, IL 62441-9328	217-826-6565
STEVEN D SHORT	721 N JEFFERSON, MASCOUAT, IL 62258	618-566-8050
ROBERT A FREEMAN	4010 W 211TH ST, MATTESON, IL 60443-2442	708-481-1530
RALPH W FOLEY	103 DETTRO DR, MATTOON, IL 61938	217-235-6438
RALPH W FOLEY	4212 LAKELAND BLVD, MATTOON, IL 61938-0787	217-258-8333
RAYMOND A NELSON	11 N 1ST AVE, MAYWOOD, IL 60153-1601	708-344-0657
ROBERT A DOBSKI	400 MAIN STREET, MCLEAN, IL 61754	309-874-2925
JOHN M MORELAND	500 W RANDOLPH ST, MCLEANSBORO, IL 62859	618-643-5513
MARK G ISHAYA	8327 W NORTH AVE, MELROSE PARK, IL 60160-1605	708-343-5553
PAUL D BREZNAY	2701 E. 12TH ST., MENDOTA, IL 61342	815-538-6012
PAUL D BREZNAY	1413 WASHINGTON ST., MENDOTA, IL 61342-1470	815-539-5440
PAUL D BREZNAY	901 W MOUNT VERNON, METAMORA, IL 61548	309-367-9333
MICHAEL C LOVE	1545 E 5TH ST, METROPOLIS, IL 62960	618-524-1097
WILLIAM H MCESSY	13783 WEST OASIS SERVICE ROAD I-94, METTAWA, IL 60045	847-482-9331
OSCAR N PERRETTA	14601 S PULASKI AVE, MIDLOTHIAN, IL 60445-2826	708-389-9766
KEVIN L MURPHY	400 W 1ST ST, MILAN, IL 61264-2715	309-787-0025
JOHN CARNAGIO	102 N RIDGE RD, MINOOKA, IL 60447	815-467-0015
TROY J FREYBERGER	2701 69TH AVENUE COURT, MOLINE, IL 61265	309-757-1855
TROY J FREYBERGER	1800 36TH AVE, MOLINE, IL 61265-6968	309-797-2922
TROY J FREYBERGER	3433 AVENUE OF THE CITIES, MOLINE, IL 61265-4418	309-797-8725
DARRELL R WINBUSH	I 57 NEC & MONEE MANHATTAN RD, MONEE, IL 60449	708-534-0145
MICHAEL GENE LUNA	1134 N MAIN ST, MONMOUTH, IL 61462-1209	309-734-6701
MIKEL A PETRO	306 S MARKET ST, MONTICELLO, IL 61856	217-762-4910
NATHAN PAPPAS	1700 DIVISION ST, MORRIS, IL 60450-1125	815-942-5544
PAUL D BREZNAY	321 N MORTON, MORTON, IL 61550-1524	309-263-2402
DONALD R CONLEY JR.	6309 DEMPSTER, MORTON GROVE, IL 60053	847-967-5540
MEL M JUSTAK	111 E 9TH ST, MOUNT CARMEL, IL 62863	618-263-4115
JOSEPH P KASPRZYK	418 E MAIN ST, MOUNT STERLING, IL 62353	217-773-4727
TINA SHORT	102 POTOMAC, MOUNT VERNON, IL 62864	618-242-7371
TINA SHORT	2806 BROADWAY, MOUNT VERNON, IL 62864-2301	618-242-7802
BRYAN CONSOLO	151 N LAKE ST, MUNDELEIN, IL 60060-2203	847-566-7100
BRYAN CONSOLO	450 TOWN LINE RD, MUNDELEIN, IL 60060	847-949-1590
BRYAN CONSOLO	665 S RT 83, MUNDELEIN, IL 60060	847-949-7007
LARRY D SHORT	550 E INDUSTRIAL PARK RD #14 RT 13 & 1, MURPHYSBORO, IL 62966-9306	618-687-1171
LARRY D SHORT	1020 WALNUT ST, MURPHYSBORO, IL 62966	618-687-1265
RICHARD C SCHMITT	1376 N ROUTE 59, NAPERVILLE, IL 60563	630-548-1725
TINA SHORT	HWY 127 & I 64, NASHVILLE, IL 62263-0267	618-478-5349
STEVEN D SHORT	727 W HANOVER, NEW BADEN, IL 62265	618-588-2324
DARREN A FREIHAGE	2151 E LARAWAY ROAD, NEW LENOX, IL 60451	815-463-9471
SUSAN STINNETT	600 WEST MAPLE, NEW LENOX, IL 60451	815-485-4600
DONALD R CONLEY JR.	7969 N MILWAUKEE AVE, NILES, IL 60648	847-965-2373
CHRISTINE K SCHENK	298 GOLF MILL SHOPPING CENTER, NILES, IL 60648	847-298-1577
CHRISTINE K SCHENK	8460 DEMPSTER AVE, NILES, IL 60648	847-299-1000
ROBERT A DOBSKI	804 S MAIN ST, NORMAL, IL 61701	309-452-4023
ROBERT A DOBSKI	1535 E COLLEGE AVE, NORMAL, IL 61761-2104	309-454-4141
ROBERT A DOBSKI	1607 N. MAIN STREET, NORMAL, IL 61761	309-862-2277
DENNIS STABILE	4104 N HARLEM AVE (SATELLITE), NORRIDGE, IL 60706-1244	708-452-8993
ANTHONY J LARDAS	190 HANSEN BOULEVARD, NORTH AURORA, IL 60542	630-907-9401
WILLIAM H MCESSY	2211 GREENBAY ROAD, NORTH CHICAGO, IL 60064-3006	847-473-1699
SCOTT W BANDY	1124 WESLEY RD, NORTH PEKIN, IL 61554	309-382-1434
DORIS BOULRECE	7501 CERMAK RD, NORTH RIVERSIDE, IL 60546	708-442-7311
JENNIFER A FREEMAN	200 SKOKIE BLVD., NORTHBROOK, IL 60062	847-714-9537
MARK G ISHAYA	1 E NORTH AVE, NORTHLAKE, IL 60164-2517	708-681-1073

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DARREN A FREIHAGE	5441 W 159TH ST, OAK FOREST, IL 60452-3275	708-687-0360
STEPHANIE AUCUNAS	9128 SOUTH CICERO AVENUE, OAK LAWN, IL 60453	708-425-6116
STEPHANIE AUCUNAS	6034 W 95TH ST, OAK LAWN, IL 60453-2734	708-430-6934
JOHN J DAKAJOS	10549 S CICERO, OAK LAWN, IL 60453-5273	708-636-6116
JANICE NELSON	111 W MADISON ST, OAK PARK, IL 60302-4205	708-763-8186
DEANNA R WITZEL	OAKWOOD & FARM RD 1750, OAKWOOD, IL 61858	217-354-4205
GARY PECK	1610 W HWY 50, O'FALLON, IL 62269	618-624-3648
GARY PECK	109 EAST HIGHWAY 50, O'FALLON, IL 62269	618-632-8358
NATHAN PAPPAS	115 N LEWIS AVE, OGLESBY, IL 61348-9772	815-883-8989
WALTER NOWAKOWSKI	701 E MAIN ST, OLNEY, IL 62450-2619	618-395-4902
RANDY CONN	2400 W. LINCOLN HIGHWAY, OLYMPIA FIELDS, IL 60461	708-747-8175
NANCY PLOCK	211 S 4TH ST, OREGON, IL 61061	815-732-6035
ROBERT A FREEMAN	11241 W 159TH ST, ORLAND PARK, IL 60467	708-403-3566
GREGORY R SCHWARTING	9110 W 159TH ST, ORLAND PARK, IL 60462-5648	708-349-3616
GREGORY R SCHWARTING	14445 S LAGRANGE RD, ORLAND PARK, IL 60462-2505	708-349-8434
EDWARD H SCHMITT, JR.	2890 RT. 34, OSWEGO, IL 60543	630-554-2858
EDWARD H SCHMITT, JR.	3417 ORCHARD WAY, OSWEGO, IL 60543	630-554-6163
EDWARD H SCHMITT, JR.	339A DOUGLAS ROAD, OSWEGO, IL 60543	630-892-5160
GUY T BUCCIFERRO, JR.	4041 VETERANS DRIVE(W*M#852), OTTAWA, IL 61350	815-433-6160
GUY T BUCCIFERRO, JR.	127 E NORRIS DR, OTTAWA, IL 61350-1514	815-434-3141
EILEEN S KUSHNER	1570 E NORTHWEST HWY, PALATINE, IL 60074-7609	847-255-2955
LAWRENCE R KUSHNER	1576 N RAND RD, PALATINE, IL 60067-8506	847-991-0949
STEPHANIE AUCUNAS	7100 W 127TH ST, PALOS HEIGHTS, IL 60463	708-448-6490
KIKI STEVENS	11050 SOUTHWEST HWY, PALOS HILLS, IL 60465-2322	708-974-3838
BRADLEY L DAVIS	1 S POPLAR, PANA, IL 62557-1401	217-562-5087
DAVID COLLIER	701 E JASPER, PARIS, IL 61944-2466	217-463-5000
WILLIAM H MCESSY	3249 BELVIDERE ROAD, PARK CITY, IL 60085	847-249-1050
CHRISTINE K SCHENK	1032 N NORTHWEST HWY, PARK RIDGE, IL 60068-1831	847-823-0700
SCOTT W BANDY	1013 COURT ST, PEKIN, IL 61554-4817	309-347-5696
SCOTT W BANDY	3320 VETERANS DRIVE (W*M#603), PEKIN, IL 61554	309-353-1240
SCOTT W BANDY	3291 COURT ST, PEKIN, IL 61554-6208	309-353-5880
TERRY CLARK	10701 N. KNOXVILLE, PEORIA, IL 61615	309-243-1771
TERRY CLARK	1017 W MAIN, PEORIA, IL 61615	309-671-1017
TERRY CLARK	2320 W WAR MEMORIAL DRIVE, PEORIA, IL 61614	309-679-9703
TERRY CLARK	2205 N KNOXVILLE, PEORIA, IL 61603	309-685-4759
TERRY CLARK	3600 UNIVERSITY, PEORIA, IL 61604	309-685-9397
TERRY CLARK	2920 NE ADAMS, PEORIA, IL 61603-2302	309-686-0317
TERRY CLARK	7720 N UNIVERSITY, PEORIA, IL 61614	309-692-0712
TERRY CLARK	4007 W BARRING TRCE, PEORIA, IL 61615	309-693-3540
TERRY CLARK	3717 N PROSPECT, PEORIA HEIGHTS, IL 61614-7742	309-686-1337
LAWRENCE L LINMAN	701 ORIOLE DR, PEOTONE, IL 60468	708-258-0006
HARRY J PAPPAS	5251 TROMPETER RD, PERU, IL 61354-9616	815-223-5600
NATHAN PAPPAS	924 SHOOTING PARK RD, PERU, IL 61354-1874	815-223-5216
TINA SHORT	10 W WATER ST, PINCKNEYVILLE, IL 62274	618-357-3756
PATRICK D COONEY	524 W WASHINGTON, PITTSFIELD, IL 62363-1348	217-285-5659
GARY A KORY	15810 S. RT. 59, PLAINFIELD, IL 60544	815-436-1623
PAUL D BREZNAY	USHY 66 & RT 116, PONTIAC, IL 61764	815-842-2522
JAMES ESTEL WILLIAMS, JR	#2 ENGINEER ROAD, PONTOON BEACH, IL 62040	618-797-7924
PAUL D BREZNAY	RT 26 & I 80, PRINCETON, IL 61356	815-872-2281
GREGORY SHIERLING	1301 BROADWAY, QUINCY, IL 62301-2813	217-223-0002
MAE C SHIERLING	3201 E BROADWAY, QUINCY, IL 62301-3711	217-222-8191
WAYNE JAROSH	711 W CHAMPAIGN, RANTOUL, IL 61866-2116	217-893-4484
WILLIAM E BURRIS	1422 S MAIN, RED BUD, IL 62278	618-282-1717
MELVIN BUCKLEY	4855 W SAUK TRL, RICHTON PARK, IL 60411	708-747-8820
NICHOLAS KARAVITES	626 N HARLEM, RIVER FOREST, IL 60305-1933	708-771-5189
DENNIS STABILE	8800 GRAND AVE, RIVER GROVE, IL 60171	708-583-1670
DONALD R CONLEY JR.	20914 N MILWAUKEE, RIVERWOODS, IL 60089	847-459-9385
WALTER NOWAKOWSKI	STATE ROUTE 33, ROBINSON, IL 62454	618-544-2859
ROSA ALICIA YUNES	892 RANGER RD, ROCHELLE, IL 61068	815-561-8827
ROSA ALICIA YUNES	1120 NORTH 7TH STREET, ROCHELLE, IL 61068	815-562-8208
KEVIN L MURPHY	1813 30TH ST, ROCK ISLAND, IL 61201-4728	309-788-4245
KEVIN L MURPHY	2950 11TH ST, ROCK ISLAND, IL 61201-5218	309-788-8277
GUY T BUCCIFERRO III	4365 11TH ST, ROCKFORD, IL 61109-3027	815-229-8540
CHARLES DION CONN	930 W.RIVERSIDE BOULEVARD, ROCKFORD, IL 61103	815-877-3028
TANYA LAWRENCE	1775 ALGONQUIN RD, ROLLING MEADOWS, IL 60008-4112	847-806-0660
JOHN CARNAGIO	778 S WEBER ROAD, ROMEOVILLE, IL 60446	815-267-7826
RAYMOND A NELSON	439 E IRVING PARK RD, ROSELLE, IL 60172-2001	630-529-8208
DENNIS STABILE	6150 N RIVER RD, ROSEMONT, IL 60018	847-825-3100
JAYME SCHENK	774 ROLLINS RD, ROUND LAKE BEACH, IL 60073	847-546-1500
TIMOTHY W MCCARTHY	RTE 50 W., SALEM, IL 62881	618-548-2513
EDWARD H SCHMITT, JR.	RT 34/IND SPRINGS SHOPPING CTR, SANDWICH, IL 60548	815-786-2519
ROBERT A FREEMAN	2707 SAUK TRL, SAUK VILLAGE, IL 60411	708-757-7645
GLENN J KARPINSKE	1240 CHICAGO AVE, SAVANNA, IL 61074	815-273-7771
JOHN O'KEEFE	D - 201 WOODFIELD MALL, SCHAUMBURG, IL 60173-5847	847-330-0290
STEPHEN T RECKLEY	720 E HIGGINS, SCHAUMBURG, IL 60173	847-781-9465
STEPHEN T RECKLEY	522 W GOLF RD, SCHAUMBURG, IL 60195	847-882-1928
JUAN M MENDEZ	9449 W IRVING PARK RD, SCHILLER PARK, IL 60176	847-928-2840

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DENNIS STABILE	10201 BELLE PLAINE AVENUE I-294, SCHILLER PARK, IL 60176	847-678-1978
MARTIN L DAVIS	1012 W MAIN ST, SHELBYVILLE, IL 62565	217-774-2939
NICHOLAS KORY	631 BROOKFOREST AVE, SHOREWOOD, IL 60404	815-725-4580
GUY T BUCCIFERRO III	811 PRAIRIE HILL RD, SOUTH BELOIT, IL 61080	815-389-2335
GUY T BUCCIFERRO III	15766 MANCHESTER RD-STO, SOUTH BELOIT, IL 61080	815-704-0071
MELVIN BUCKLEY	100 SAUK TRAIL RD, SOUTH CHICAGO HEIGHTS, IL 60411	708-756-2218
DAVID A BEAR	453 REDINGTON DRIVE, SOUTH ELGIN, IL 60177	847-488-0200
DAVID A BEAR	100 N MCLEAN BLVD, SOUTH ELGIN, IL 60177	847-931-9966
RANDY CONN	700 EAST TRI-STATE I-294, SOUTH HOLLAND, IL 60473	708-596-3195
RODNEY LUBEZNIK	801 E 162ND ST, SOUTH HOLLAND, IL 60473-2441	708-339-2577
STEVEN D SHORT	IL RTE 4 SPARTA SQUARE, SPARTA, IL 62286	618-443-5832
PAUL D BREZNAY	800 W DAKOTA ST, SPRING VALLEY, IL 61362	815-663-7001
STEVEN JEFFERS	501 S GRAND AVE E, SPRINGFIELD, IL 62703	217-522-5866
STEVEN JEFFERS	901 N GRAND, SPRINGFIELD, IL 62702	217-522-6670
JOSEPH P KASPRZYK	1825 S MACARTHUR BLVD, SPRINGFIELD, IL 62704-4029	217-546-5323
JOSEPH P KASPRZYK	3035 S CHATHAM RD, SPRINGFIELD, IL 62704	217-546-9136
NICHOLAS J KASPRZYK	3420 FREEDOM DR, SPRINGFIELD, IL 62703	217-793-1305
MICHAEL MCGRAW	3250 S 6TH ST, SPRINGFIELD, IL 62701	217-529-3320
MICHAEL MCGRAW	522 W JEFFERSON ST, SPRINGFIELD, IL 62702-5014	217-544-9055
MICHAEL MCGRAW	TORONTO ROAD, SPRINGFIELD, IL 62703	217-585-1351
MICHAEL MCGRAW	3208 CLEAR LAKE, SPRINGFIELD, IL 62702-6200	217-744-3550
RICHARD W MCGRAW	3151 DIRKSEN PKY, SPRINGFIELD, IL 62703-4501	217-529-1928
RICHARD W MCGRAW	2100 N DIRKSEN PKY, SPRINGFIELD, IL 62702	217-544-0677
RICHARD W MCGRAW	1100 LEJUNE DRIVE(WM#3602), SPRINGFIELD, IL 62702	217-585-1248
ANTHONY J LARDAS	3900 E MAIN ST, ST. CHARLES, IL 60174	630-443-6015
JOHN A LARDAS	1915 W MAIN ST, ST. CHARLES, IL 60174	630-377-7445
NANCY PLOCK	2415 E LINCOLN WAY, STERLING, IL 61081-3049	815-626-5433
SCOTT OUDINOT	HWY 20, STOCKTON, IL 61085	815-947-2151
GERALD BEAR	91 W. IRVING PARK RD, STREAMWOOD, IL 60107	630-830-2777
NATHAN PAPPAS	1602 N BLOOMINGTON, STREATOR, IL 61364	815-672-1003
EDWARD H SCHMITT, JR.	523 N. STATE ROUTE 47, SUGAR GROVE, IL 60554	800-244-6227
ANGIE M DESMOND MATLOCK	11 W JACKSON, SULLIVAN, IL 61951-1420	217-728-2341
STEVEN D SHORT	2605 N ILLINOIS, SWANSEA, IL 62226	618-277-0379
MARTIN L DAVIS	401 SPRESSOR, TAYLORVILLE, IL 62568	217-824-4976
DARREN A FREIHAGE	17171 S HARLEM AVE, TINLEY PARK, IL 60477-3369	708-429-4616
DARREN A FREIHAGE	15920 S HARLEM, TINLEY PARK, IL 60477-1610	708-614-0843
DAVID GLENN EMBRY	103 MCDONALDS LN, TROY, IL 62294-1375	618-667-6252
JAMES A DESMOND	1005 E SOUTHLINE RD PO BOX 242, TUSCOLA, IL 61953-9801	217-253-5266
WAYNE JAROSH	1705 S. PHILO ROAD, URBANA, IL 61801-6013	217-337-6599
DWIGHT A MILLER	601 N CUNNINGHAM, URBANA, IL 61801-1721	217-367-3722
GUY T BUCCIFERRO, JR.	3020 E. 8TH ROAD, UTICA, IL 61373	815-667-9969
MARTIN L DAVIS	820 VETERANS AVE, VANDALIA, IL 62471-3301	618-283-2711
KENNETH R NORGAN	909 HAWTHORN CENTER MALL, VERNON HILLS, IL 60061-1512	847-362-5200
KENNETH R NORGAN	700 N MILWAUKEE, VERNON HILLS, IL 60061	847-816-1990
LARRY D SHORT	707 E VINE ST, VIENNA, IL 62995	618-658-7086
JOHN O'KEEFE	350 E SAINT CHARLES RD, VILLA PARK, IL 60181-2420	630-530-0187
JAYME SCHENK	31667 HWY 12, VOLO, IL 60073	815-759-0644
WILLIAM H MCESSY	NEC US 41 & WADSWORTH RD- STO, WADSWORTH, IL 60083	847-623-8334
EDWARD H SCHMITT, JR.	2S606 RT 59, WARRENVILLE, IL 60555	630-393-6685
JULIE LARDAS-BASDEN	40W225 ROUTE 64, WASCO, IL 60183	630-587-2671
PAUL D BREZNAY	1400 WEST PEORIA STREET, WASHINGTON, IL 61571	309-444-9312
PAUL D BREZNAY	113 EAST GATE DRIVE (STO), WASHINGTON, IL 61571	309-698-5555
PAUL D BREZNAY	HWY. 24/HWY. 8 (W*M#1421), WASHINGTON, IL 61571	309-745-3978
WILLIAM E BURRIS	736 N MARKET, WATERLOO, IL 62298-1014	618-939-3121
WAYNE JAROSH	827 LAFAYETTE ST, WATSEKA, IL 60970-0413	815-432-5020
WILLIAM H MCESSY	304 NORTH SHERIDAN ROAD, WAUKEGAN, IL 60085-4232	847-244-6280
WILLIAM H MCESSY	3900 FOUNTAIN SQUARE PLACE, WAUKEGAN, IL 60085	847-473-4116
WILLIAM H MCESSY	1010 S. WAUKEGAN ROAD, WAUKEGAN, IL 60085	847-473-4915
WILLIAM H MCESSY	3301 W. GRAND AVE., WAUKEGAN, IL 60085-2205	847-623-8063
WILLIAM H MCESSY	1939 N LEWIS AVE, WAUKEGAN, IL 60085	847-662-8784
JOHN A LARDAS, JR.	89 W NORTH AVE, WEST CHICAGO, IL 60185	630-293-4986
JOHN M MORELAND	110 N CENTRAL STREET, WEST CITY, IL 62812	618-439-6633
JOHN M MORELAND	K-MART PLAZA #2 HWY 149 W, WEST FRANKFORT, IL 62896	618-937-4900
TERRY CLARK	627 N WESTERN, WEST PEORIA, IL 61604	309-676-1633
DENNIS STABILE	11110 WEST 31ST STREET, WESTCHESTER, IL 60154	708-531-1236
DONALD R CONLEY JR.	1355 LAKE COOK ROAD, WHEELING, IL 60090	847-229-1891
DONALD R CONLEY JR.	188 E DUNDEE RD, WHEELING, IL 60090-3033	847-541-8487
CHRISTINE K SCHENK	1200 S MILWAUKEE, WHEELING, IL 60070-6310	847-541-3100
RICHARD W MCGRAW	991 ANN RUTLEDGE DRIVE, WILLIAMSVILLE, IL 62693	217-566-2011
DARREN A FREIHAGE	1055 S WATER ST, WILMINGTON, IL 60481-1666	815-476-5272
MARK V FREEMAN	858 GREENBAY RD, WINNETKA, IL 60093-1853	847-446-0180
MARY N MURRAY	1156 VAUGHN RD, WOOD RIVER, IL 62095	618-258-9147
EDWARD H SCHMITT, JR.	2007 S BRIDGE ST, YORKVILLE, IL 60560	630-553-1893
EDWARD H SCHMITT, JR.	3 W VETERANS PKY, YORKVILLE, IL 60560	630-553-9393
WILLIAM H MCESSY	2028 SHERIDAN RD, ZION, IL 60099-4119	847-746-2177
ROBERT H TERHUNE	960 W WALNUT, ALBANY, IN 47320	765-789-8276
GEORGE R REICHENBACH	1503 N. PARK STREET, ALEXANDRIA, IN 46001	765-724-7097

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROBERT H TERHUNE	5233 SCATTERFIELD RD, ANDERSON, IN 46013-2923	765-640-9737
ROBERT H TERHUNE	111 W 14TH ST, ANDERSON, IN 46016	765-642-2273
ROBERT H TERHUNE	2830 N BROADWAY, ANDERSON, IN 46012	765-643-1557
ROBERT H TERHUNE	2014 SCATTERFIELD RD, ANDERSON, IN 46013	765-649-4707
TIMOTHY H MERRILL	3021 W. MAUMEE, ANGOLA, IN 46703	260-665-2386
TIMOTHY H MERRILL	1650 N WAYNE ST, ANGOLA, IN 46703	260-665-8342
WILLIAM C BOLDT, JR.	10450 STHY 10, ARGOS, IN 46501	574-892-9757
JOEL BROOKS	201 WJACKSON ST, ATTICA, IN 47918	765-764-0700
EDWARD JOHN CUMMINGS, II	100 SYCAMORE ESTS (WALMART #1160), AURORA, IN 47001	812-926-8177
RICHARD LITTLEFIELD	828 E ALBION ST, AVILLA, IN 46710	260-897-4051
DAVID L SLEPPY	10747 E. U.S. 36, AVON, IN 46123	317-271-8530
DAVID L SLEPPY	6856 E USHY 36, AVON, IN 46122-9181	317-272-6926
EDWARD JOHN CUMMINGS, II	320 CROSS COUNTY PLZ, BATESVILLE, IN 47006-8914	812-934-4242
MARIE LOWERY	3302 W 16TH ST, BEDFORD, IN 47421-3518	812-275-4605
KARL W SCHMITZ	776 USHY 27 N, BERNE, IN 46711-1021	260-589-2327
WALTER NOWAKOWSKI	401 W 11TH ST, BICKNELL, IN 47512	812-735-3407
GEORGE R REICHENBACH	984 N MAIN ST, BLUFFTON, IN 46714	260-824-0433
RYAN M KRAMER	701 W LOCUST ST, BOONVILLE, IN 47601-1531	812-897-1168
ROBERT W JEDELE	4376 N ST RD 59, BRAZIL, IN 47834	812-448-3493
ESTEPHAN AWAD	1435 PLYMOUTH ST, BREMEN, IN 46506	574-546-3869
ROBERT T CUMMINGS	24072 STATE LINE ROAD-SATELLITE, BRIGHT, IN 47025	812-637-1079
ROBERT T CUMMINGS	834 MAIN ST, BROOKVILLE, IN 47012-1445	765-647-3757
DAVID L SLEPPY	1031 N GREEN ST, BROWNSBURG, IN 46112-1034	317-852-6133
DAVID L SLEPPY	873 E MAIN ST, BROWNSBURG, IN 46112	317-858-9610
ANDY W BALL	321 N MAIN ST, BROWNSTOWN, IN 47220	812-358-4551
RODNEY LUBEZNIK	243 MELTON ROAD, BURNS HARBOR, IN 46304	219-787-8288
TIMOTHY H MERRILL	533 W MAIN ST, BUTLER, IN 46721	260-868-9917
PHYLLIS HAMILTON	14243 FRONTAGE RD, CAMBRIDGE CITY, IN 47327-9802	765-478-5170
ANDREW J FRANCIS JR	8270 WINDFALL LN, CAMBY, IN 46113	317-821-1585
ROBERT A FREEMAN	13312 WICKER AVE, CEDAR LAKE, IN 46303	219-374-8698
RONALD CHANDLER	100 HWY 160 E, CHARLESTOWN, IN 47111	812-256-3712
RODNEY LUBEZNIK	480 INDIAN BOUNDARY LINE RD, CHESTERTON, IN 46304-1513	219-926-7444
RICHARD LITTLEFIELD	561 S MAIN, CHURUBUSCO, IN 46723	260-693-1657
THERESA K STRONG	1015 S PERU (SR 19), CICERO, IN 46034	317-984-3264
DAVID COLLIER	1796 E STATE RD 163, CLINTON, IN 47842	765-832-5975
ROBERT W JEDELE	1033 N MAIN, CLOVERDALE, IN 46120-9706	764-795-3332
ERIC MOORE	518 W 30TH ST, CONNERSVILLE, IN 47331-2502	765-825-3551
ROBERT W JEDELE	1508 S WASHINGTON, CRAWFORDSVILLE, IN 47933-3813	765-362-3855
ROBERT W JEDELE	1000 SMITH RD, CRAWFORDSVILLE, IN 47933-1076	765-364-9869
SHERRI ASHBY MODRAK	10885 RANDOLPH, CROWN POINT, IN 46307	219-662-1996
JEFFERY A TEMPLIN	135 N MAIN ST, CROWN POINT, IN 46307-4064	219-663-8266
ROBERT H TERHUNE	15881 W COMMERCE, DALEVILLE, IN 47334	765-378-3440
DAVID L SLEPPY	801 E MAIN ST, DANVILLE, IN 46122	317-745-4440
KARL W SCHMITZ	410 N 13TH ST, DECATUR, IN 46733-1256	260-724-8812
PATRICIA HAMMONS	501 W MAIN ST, DELPHI, IN 46923	765-564-9210
MAUREEN KOSANOVICH	338 N HALLECK, DEMOTTE, IN 46310-9419	219-987-7303
ROBERT A FREEMAN	915 JOLIET ROAD, DYER, IN 46311	219-865-9480
RODNEY LUBEZNIK	4745 INDIANAPOLIS BLVD, EAST CHICAGO, IN 46312-3327	219-397-8000
RODNEY LUBEZNIK	1811 E COLUMBUS DR, EAST CHICAGO, IN 46312-2825	219-398-3338
HARRY L SMITH	2808 N CASSOPOLIS ST, ELKHART, IN 46514-5532	574-264-5441
HARRY L SMITH	1430 S NAPPANEE ST, ELKHART, IN 46516	574-293-0423
HARRY L SMITH	130 N MAIN ST, ELKHART, IN 46514	574-293-6380
HARRY L SMITH	3429 S MAIN ST, ELKHART, IN 46517-3125	574-293-9225
HARRY L SMITH	21879 STHY 120, ELKHART, IN 46514	574-295-5699
GEORGE R REICHENBACH	7340 W STATE ROAD 28, ELWOOD, IN 46036	765-552-0243
IVAN CARVAJAL	19700 USHY 41 N, EVANSVILLE, IN 47725	812-867-0480
IVAN CARVAJAL	999 E MOUNT PLEASANT RD, EVANSVILLE, IN 47725	812-867-9003
PAUL SNIDER	115 S ROSENBERGER, EVANSVILLE, IN 47712-5900	812-421-0569
PAUL SNIDER	2010 N FARES, EVANSVILLE, IN 47711-3948	812-422-5551
PAUL SNIDER	909 N SAINT JOSEPH AVE, EVANSVILLE, IN 47712	812-422-8717
PAUL SNIDER	3960 1ST AVE, EVANSVILLE, IN 47710-3612	812-424-0328
PAUL SNIDER	20 N MAIN ST, EVANSVILLE, IN 47710	812-425-0635
DAVID E WHITE	1148 WASHINGTON AVE, EVANSVILLE, IN 47714	812-425-1712
DAVID E WHITE	799 N GREEN RIVER RD, EVANSVILLE, IN 47715-2415	812-473-0223
DAVID E WHITE	2960 COVERT AVE, EVANSVILLE, IN 47714-4033	812-477-0279
DAVID E WHITE	4701 LINCOLN AVE, EVANSVILLE, IN 47715	812-477-7041
RYAN M KRAMER	25 INDUSTRIAL PARK RD, FERDINAND, IN 47532	812-998-2023
ERIC MOORE	9290 E 131ST ST, FISHERS, IN 46038	317-578-1432
ERIC MOORE	9611 NORTH BY NE BLVD, FISHERS, IN 46038	317-578-2028
ERIC MOORE	11909 FISHERS CROSSING DRIVE, FISHERS, IN 46038	317-841-1048
ERIC MOORE	8907 E 116TH ST, FISHERS, IN 46038	317-842-0013
MICHAEL ALLEN KEFER	3202 SAINT JOE CENTER RD, FORT WAYNE, IN 46815	260-485-8625
MICHAEL ALLEN KEFER	9827 LIMA ROAD, FORT WAYNE, IN 46818	260-489-4205
BRITT SATHER	5703 W JEFFERSON ST, FORT WAYNE, IN 46804-1672	260-432-7267
BRITT SATHER	10310 ILLINOIS RD, FORT WAYNE, IN 46814	260-625-5456
THEODORE WILLIAMS, JR.	7640 S. ANTHONY BLVD., FORT WAYNE, IN 46816	260-447-3200
THEODORE WILLIAMS, JR.	3010 W COLISEUM B LVD, FORT WAYNE, IN 46808	260-482-4862

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ANDY W BALL	2080 E. KING ST., FRANKLIN, IN 46131	317-738-4471
TIMOTHY H MERRILL	1235 E STATE RTE 120 (SERV AREA #8), FREMONT, IN 46737	260-495-1928
TIMOTHY H MERRILL	5800 N 100 E (SERV AREA NO 8), FREMONT, IN 46737	260-495-2001
TIMOTHY H MERRILL	6800 N OLD US 27, FREMONT, IN 46737	260-833-7067
RODNEY LUBEZNIK	1527 W 5TH AVE, GARY, IN 46402	219-885-2299
RODNEY LUBEZNIK	3520 GRANT ST, GARY, IN 46408-1422	219-887-1927
RODNEY LUBEZNIK	761 S LAKE ST, GARY, IN 46403-2916	219-938-8299
BRITT SATHER	1024 E MAIN ST, GAS CITY, IN 46933	765-674-6971
HARRY L SMITH	1706 ELKHART RD, GOSHEN, IN 46526-1940	574-533-1271
HARRY L SMITH	2001 LINCOLNWAY E, GOSHEN, IN 46526-6416	574-533-9565
DAVID A SPARKS	12880 ST RD 23, GRANGER, IN 46530	574-271-1800
ROBERT W JEDELE	940 INDIANAPOLIS ST, GREENCASTLE, IN 46135	765-653-3715
EDWARD JOHN CUMMINGS, II	595 E EADS PKY, GREENDALE, IN 47025	812-537-9316
ERIC MOORE	1490 N STATE ST, GREENFIELD, IN 46140-1058	317-462-9618
ERIC MOORE	2290 N 600 W, GREENFIELD, IN 46140-9643	317-894-4132
ERIC MOORE	1903 N LINCOLN ST, GREENSBURG, IN 47240-1255	812-663-9300
JAMES K PROPS	1197 S PARK DR, GREENWOOD, IN 46143-9059	317-889-9949
PAUL WOJTOWICZ	2556 SOUTH SR 135, GREENWOOD, IN 46143	317-535-9800
PAUL WOJTOWICZ	121 MARLIN DR, GREENWOOD, IN 46142-9697	317-882-8097
PAUL WOJTOWICZ	2252 USHY 31 S, GREENWOOD, IN 46143	317-883-2563
DORIS BOULRECE	3639 169TH ST, HAMMOND, IN 46303	219-845-8625
RODNEY LUBEZNIK	CALUMET AVE & CHICAGO AVE, HAMMOND, IN 46327	219-932-3217
RODNEY LUBEZNIK	6437 COLUMBIA AVE, HAMMOND, IN 46320-2747	219-933-7077
RONALD CHANDLER	470 E LAGRANGE RD, HANOVER, IN 47243	812-866-6619
GEORGE R REICHENBACH	1903 N WALNUT ST, HARTFORD CITY, IN 47348-1363	765-348-5009
RANDY CONN	10326 INDIANAPOLIS BLVD, HIGHLAND, IN 46322	219-924-8397
ROBERT H MAZZARO	3904 RIDGE ROAD, HIGHLAND, IN 46322	219-923-2736
ROBERT H MAZZARO	9117 INDIANAPOLIS BLVD, HIGHLAND, IN 46322	219-923-9634
SHERRI ASHBY MODRAK	1939 E 80TH AVENUE (DS 607), HOBART, IN 46410	219-769-1329
RANDY CONN	2936 E. 79TH ST (WM#1618), HOBART, IN 46410	219-942-0211
JEFFERY A TEMPLIN	7915 EAST RIDGE RD, HOBART, IN 46342-2454	219-942-4145
DENISE SATHER	60 HOME ST, HUNTINGTON, IN 46750-1346	260-356-8016
ROGER A BELL	3501 W 86TH ST, INDIANAPOLIS, IN 46268-1930	317-872-3953
VICTOR BRUCE	7279 KEYSTONE, INDIANAPOLIS, IN 46240-3243	317-254-1934
VICTOR BRUCE	7000 N GRAHAM RD, INDIANAPOLIS, IN 46220-4018	317-842-1467
VICTOR BRUCE	6061 E 82ND ST, INDIANAPOLIS, IN 46250-1524	317-849-5033
JON S ECKERLING	5140 W WASHINGTON ST, INDIANAPOLIS, IN 46241-2206	317-241-0136
JON S ECKERLING	6840 W WASHINGTON ST, INDIANAPOLIS, IN 46241-2937	317-247-0414
TERRY J FINN	1934 N SHADELAND AVE, INDIANAPOLIS, IN 46219	317-356-1153
TERRY J FINN	7190 PENDLETON PIKE, INDIANAPOLIS, IN 46226-5172	317-547-4014
ELIZABETH HENRY	7800 COL. H. WEIR COOK MEMORIAL DRIVE, INDIANAPOLIS, IN 46241	317-270-9008
ELIZABETH HENRY	702 BARNHILL DR, INDIANAPOLIS, IN 46202	317-278-3948
ELIZABETH HENRY	6830 W 38TH ST, INDIANAPOLIS, IN 46254-3910	317-291-5600
REGINALD O JONES	5198 N KEYSTONE AVE, INDIANAPOLIS, IN 46205-1518	317-202-9280
REGINALD O JONES	1020 BROAD RIPPLE AVE, INDIANAPOLIS, IN 46220	317-257-4649
REGINALD O JONES	3201 E 96TH ST, INDIANAPOLIS, IN 46240	317-580-7795
REGINALD O JONES	1611 N MERIDIAN ST, INDIANAPOLIS, IN 46202-1401	317-920-1258
RICHARD J KOOPMANN, II	4705 E 10TH ST, INDIANAPOLIS, IN 46201	317-356-0770
RICHARD J KOOPMANN, II	2425 E 38TH ST, INDIANAPOLIS, IN 46218-1157	317-546-3681
CHARLES MOORE	3021 SOUTHEASTERN AVENUE, INDIANAPOLIS, IN 46203-1453	317-631-3484
ERIC MOORE	9833 FALL CREEK RD, INDIANAPOLIS, IN 46256	317-849-3011
JAMES S POORE	4802 W 57TH ST, INDIANAPOLIS, IN 46254-1418	317-291-1920
JAMES S POORE	6056 W 71ST ST, INDIANAPOLIS, IN 46268	317-297-3912
JAMES K PROPS	4044 E SOUTHPORT RD, INDIANAPOLIS, IN 46227	317-755-1115
JAMES K PROPS	3649 S KEYSTONE AVE, INDIANAPOLIS, IN 46227	317-780-1184
JAMES K PROPS	4541 S EMERSON, INDIANAPOLIS, IN 46203-5931	317-782-0737
JAMES K PROPS	2830 S MADISON, INDIANAPOLIS, IN 46225-2406	317-784-4492
JAMES K PROPS	5416 S EAST ST, INDIANAPOLIS, IN 46227-1920	317-786-4776
JAMES K PROPS	2230 S SHERMAN DR, INDIANAPOLIS, IN 46203-4854	317-788-1326
JAMES K PROPS	5935 MADISON AVE, INDIANAPOLIS, IN 46227	317-791-8002
RANDALL C SHIELDS	3828 W MORRIS ST, INDIANAPOLIS, IN 46241-2618	317-241-6219
RANDALL C SHIELDS	7822 BROOKVILLE ROAD, INDIANAPOLIS, IN 46239	317-353-2563
RANDALL C SHIELDS	3435 W 16TH ST, INDIANAPOLIS, IN 46222-2659	317-632-3863
RANDALL C SHIELDS	4941 KNIGHTS WAY, INDIANAPOLIS, IN 46217-9330	317-787-3977
RANDALL C SHIELDS	4906 KENTUCKY AVE, INDIANAPOLIS, IN 46221	317-856-8152
RANDALL C SHIELDS	3515 S POST RD, INDIANAPOLIS, IN 46239	317-862-0904
DAVID L SLEPPY	6155 CRAWFORDSVILLE RD, INDIANAPOLIS, IN 46224-3711	317-244-7552
DAVID L SLEPPY	7236 W 10TH ST, INDIANAPOLIS, IN 46224	317-247-1415
RICHARD STEELE	9851 E WASHINGTON ST, INDIANAPOLIS, IN 46229-3037	317-898-1156
MARGARITA SZYDLO	7229 E WASHINGTON, INDIANAPOLIS, IN 46219	317-353-2771
BARBARA J TAYLOR	2551 EMERSON AVE, INDIANAPOLIS, IN 46218	317-541-1364
BARBARA J TAYLOR	37 W 38TH ST, INDIANAPOLIS, IN 46208-4349	317-926-8326
PETER WOJTOWICZ	5030 SOUTHPORT CROSSING PL, INDIANAPOLIS, IN 46227	317-859-9760
PETER WOJTOWICZ	7911 USHY 31 S, INDIANAPOLIS, IN 46227	317-882-1991
PETER WOJTOWICZ	2524 S COUNTY LINE RD E, INDIANAPOLIS, IN 46227-6317	317-888-6258
RYAN M KRAMER	450 HWY 231 S, JASPER, IN 47547	812-482-7778
RYAN M KRAMER	4130 NEWTON ST, JASPER, IN 47546	812-634-6212

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WAYNE JAROSH	104 N 7TH ST, KENTLAND, IN 47951	219-474-9506
WILLIAM C BOLDT, JR.	1411 S HEATON ST, KNOX, IN 46534-2315	574-772-7199
THERESA K STRONG	201 E LINCOLN RD, KOKOMO, IN 46902-3562	765-453-3802
THERESA K STRONG	1920 E MARKLAND (WALMART #1962), KOKOMO, IN 46901	765-457-4987
GLENN LUBEZNIK	164 PINE LAKE RD, LA PORTE, IN 46350	219-362-5819
GLENN LUBEZNIK	200 BOYD, LA PORTE, IN 46350	219-362-6717
JOEL BROOKS	CR 350 SOUTH & OSBORNE, LAFAYETTE, IN 47909	765-471-9365
JOEL BROOKS	2812 US 231 S, LAFAYETTE, IN 47909	765-474-6477
ERIC MOORE	10955 PENDLETON PIKE, LAWRENCE, IN 46256	317-826-9226
EDWARD JOHN CUMMINGS, II	860 W EADS PKY, LAWRENCEBURG, IN 47025	812-539-4324
HARRY L SMITH	1320 LINCOLNWAY S, LIGONIER, IN 46767	260-894-3478
JERRY A MARGRAF	ST RD 54 E, LINTON, IN 47441	812-847-2767
PATRICIA HAMMONS	3201 E MARKET ST, LOGANSPOUT, IN 46947	574-722-2337
PATRICIA HAMMONS	611 W MARKET ST, LOGANSPOUT, IN 46947	574-753-9815
WALTER NOWAKOWSKI	106 E BROADWAY, LOOGOOTE, IN 47553	812-295-3469
WILLIAM T MODRAK	1705 E COMMERCIAL, LOWELL, IN 46356-2110	219-696-8010
RONALD CHANDLER	744 CLIFTY DR, MADISON, IN 47250-1613	812-273-4460
GEORGE R REICHENBACH	253 TIPPY DITCH, MARION, IN 46952	765-662-0502
GEORGE R REICHENBACH	1225 N BALDWIN AVE, MARION, IN 46952-2533	765-664-5149
GEORGE R REICHENBACH	2006 S WESTERN AVENUE, MARION, IN 46953	765-664-9061
GERARD STIEGLITZ	2010 BURTON LN, MARTINSVILLE, IN 46151	765-342-7049
GERARD STIEGLITZ	HWY 37 (W*M #1356), MARTINSVILLE, IN 46151	765-352-0780
REGINALD O JONES	9707 OLIO ROAD, MCCORDSVILLE, IN 46040	317-335-7080
STEPHEN C STRATTON	13615 BLUE LICK ROAD, MEMPHIS, IN 47143	812-294-3470
SHERRI ASHBY MODRAK	2900 W 81ST AVE, MERRILLVILLE, IN 46410	219-769-4330
OSCAR N PERRETTE	6093 BROADWAY, MERRILLVILLE, IN 46410	219-985-2050
JEFFERY A TEMPLIN	6100 MISSISSIPPI ST (I-65), MERRILLVILLE, IN 46410	219-947-4044
GLENN LUBEZNIK	3507 S FRANKLIN, MICHIGAN CITY, IN 46361	219-872-0411
GLENN LUBEZNIK	2404 E MICHIGAN BLVD, MICHIGAN CITY, IN 46360	219-874-7772
SAMUEL M LUBEZNIK	5816 S FRANKLIN ST, MICHIGAN CITY, IN 46360	219-878-2642
HARRY L SMITH	57900 STHY 13, MIDDLEBURY, IN 46540	574-825-5062
DAVID A SPARKS	2771 LINCOLNWAY E, MISHAWAKA, IN 46544-3535	574-255-2616
DAVID A SPARKS	5704 GRAPE RD, MISHAWAKA, IN 46544	574-272-5226
DAVID A SPARKS	1011 W MCKINLEY, MISHAWAKA, IN 46545	574-277-0810
MARIE LOWERY	SR 37 & HWY 60, MITCHELL, IN 47446-9665	812-849-6800
MARK HAMMONS	726 WEST BROADWAY, MONTICELLO, IN 47960	574-583-8030
ROBERT W JEDELE	2299 KOGER STREET, MOORESVILLE, IN 46158	317-539-4525
ROBERT W JEDELE	5 W SOUTH ST, MOORESVILLE, IN 46158-1731	317-831-6300
GORDON C FREISINGER	1008 E 4TH ST, MT. VERNON, IN 47620	812-838-1800
ROBERT H TERHUNE	901 E MCGALLIARD ST, MUNCIE, IN 47303-2022	765-282-2778
ROBERT H TERHUNE	305 S TILLOTSON AVE, MUNCIE, IN 47304-4358	765-284-6047
ROBERT H TERHUNE	500 E CHARLES ST, MUNCIE, IN 47305-2610	765-284-8848
ROBERT H TERHUNE	3301 N CHADAM LN, MUNCIE, IN 47305	765-286-2046
ROBERT H MAZZARO	515 RIDGE RD, MUNSTER, IN 46321	219-836-1969
ESTEPHAN AWAD	1540 E MARKET, NAPPANEE, IN 46550-2300	574-773-3511
GERARD STIEGLITZ	501 E STHY 46, NASHVILLE, IN 47448	812-988-4452
RICHARD J KOOPMANN, II	1720 S MEMORIAL DR, NEW CASTLE, IN 47362-1214	765-529-2970
RICHARD J KOOPMANN, II	3167 SOUTH STATE ROAD 3 (W*M #1758), NEW CASTLE, IN 47362	765-529-6160
MARGARITA SZYDLO	5122 W HWY 52, NEW PALESTINE, IN 46163	317-861-4026
DAVID E WHITE	7800 W HWY 66, NEWBURGH, IN 47630	812-853-6378
REGINALD O JONES	13255 TEGLER DRIVE, NOBLESVILLE, IN 46060	317-773-0873
ROXANNE C KOOPMANN	17650 VILLAGE CENTER DRIVE, NOBLESVILLE, IN 46062-7305	317-896-1081
ERIC MOORE	1810 E CONNER ST, NOBLESVILLE, IN 46060-3052	317-770-1475
ERIC MOORE	14625 HAZEL DELL CROSSING, NOBLESVILLE, IN 46062	317-816-0675
BRITT SATHER	SR 114 & SR 13, NORTH MANCHESTER, IN 46962	260-982-4419
HARRY L SMITH	30830 OLD US 20, OSCEOLA, IN 46514	574-675-0157
ROBERT H TERHUNE	11 ENTERPRISE DR, PENDLETON, IN 46064	765-778-7676
JOHN G ROBINSON	2916 W 100 N, PERU, IN 46970	765-472-2817
KAREN ROBINSON	951 W MAIN ST, PERU, IN 46970-1739	765-472-3540
WALTER NOWAKOWSKI	RT 57, PETERSBURG, IN 47567	812-354-2255
CARRIE DISHMAN	609 W MAIN ST, PLAINFIELD, IN 46168	317-838-8982
CARRIE DISHMAN	2655 E MAIN ST, PLAINFIELD, IN 46168	317-839-5828
ANDREW J FRANCIS JR	6101 CAMBRIDGE WAY, PLAINFIELD, IN 46168	317-839-1241
ESTEPHAN AWAD	2505 N.OAK (W*M 1978), PLYMOUTH, IN 46563	574-936-3317
ESTEPHAN AWAD	2010 N MICHIGAN ST, PLYMOUTH, IN 46563-1048	574-936-9522
WILLIAM C BOLDT, JR.	2056 USH 31, PLYMOUTH, IN 46563	574-784-2100
RODNEY LUBEZNIK	6120 CENTRAL AVE, PORTAGE, IN 46368-3602	219-762-9453
RODNEY LUBEZNIK	6075 USH 6, PORTAGE, IN 46368	219-763-1810
RODNEY LUBEZNIK	6321 AMERIPLEX DRIVE, PORTAGE, IN 46368	219-762-0900
GEORGE R REICHENBACH	618 N MERIDIAN, PORTLAND, IN 47371-1134	260-726-9506
MEL M JUSTAK	2001 W BROADWAY, PRINCETON, IN 47670-1084	812-385-5296
MAUREEN KOSANOVICH	4255 USH 24 W, REMINGTON, IN 47977	219-261-2589
LARRY KOSANOVICH	819 S COLLEGE DR, RENSSELAER, IN 47978	219-866-4174
LARRY KOSANOVICH	8834 W STATE RD 114, RENSSELAER, IN 47978	219-866-4408
PHYLLIS HAMILTON	400 COMMERCE RD, RICHMOND, IN 47374-2647	765-962-5073
PATRICK J PAWLING	3126 NATIONAL RD W, RICHMOND, IN 47374-4414	765-935-2979
PATRICK J PAWLING	2320 CHESTER BLVD, RICHMOND, IN 47374	765-965-0421

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICK J PAWLING	1725 E MAIN ST, RICHMOND, IN 47374-5703	765-966-4021
KAREN ROBINSON	101 MCDONALDS DR, ROCHESTER, IN 46975-4036	574-223-9473
RODNEY LUBEZNIK	3 S KNUTE ROCKNE PLZ, ROLLING PRAIRIE, IN 46371	219-778-4164
RODNEY LUBEZNIK	3 N WILBUR SHAW PLZ, ROLLING PRAIRIE, IN 46371	219-778-4599
ERIC MOORE	1602 N MAIN ST, RUSHVILLE, IN 46173-1121	765-932-5545
MARIE LOWERY	601 S MAIN ST, SALEM, IN 47167-1039	812-883-1976
MARK C HIEB	1512 W. MCCLAIN ST. - SR 56, SCOTTSBURG, IN 47170	812-752-6400
PAUL WOJTOWICZ	10 W RAMPART RD, SHELBYVILLE, IN 46176	317-392-3312
PAUL WOJTOWICZ	1631 E STATE RD, SHELBYVILLE, IN 46176	317-398-0257
PAUL WOJTOWICZ	1851 WEST 400 NORTH, SHELBYVILLE, IN 46176	317-398-1060
PAUL WOJTOWICZ	2500 PROGRESS PARKWAY WAL*MART, SHELBYVILLE, IN 46176	317-421-0586
DAVID A SPARKS	3221 LINCOLNWAY W (AIRPORT), SOUTH BEND, IN 46628-1450	574-234-1511
DAVID A SPARKS	5021 WESTERN AVENUE, SOUTH BEND, IN 46619-2311	574-234-1716
DAVID A SPARKS	416 N MICHIGAN ST, SOUTH BEND, IN 46601-1228	574-234-3215
DAVID A SPARKS	3402 PORTAGE AVE, SOUTH BEND, IN 46628	574-273-4907
DAVID A SPARKS	1519 NORTH IRONWOOD DRIVE, SOUTH BEND, IN 46635	574-277-0193
DAVID A SPARKS	52665 USHY 31 NORTH, SOUTH BEND, IN 46637	574-277-0810
DAVID A SPARKS	2001 S MICHIGAN ST, SOUTH BEND, IN 46613-2317	574-282-1022
DAVID A SPARKS	1850 LINCOLNWAY E, SOUTH BEND, IN 46613-3423	574-287-9843
DAVID A SPARKS	4711 S MIAMI, SOUTH BEND, IN 46614-3225	574-291-8838
MATTHEW COMTE	480 E MORGAN AVE, SPENCER, IN 47460	812-829-2630
MARGARITA SZYDLO	7880 N. OLD US HWY 421, ST. PAUL, IN 47272	765-525-4000
MATTHEW COMTE	755 W STATE ROAD 154, SULLIVAN, IN 47882	812-268-5420
ESTEPHAN AWAD	902 S HUNTINGTON ST, SYRACUSE, IN 46567	574-457-5220
RYAN M KRAMER	149 E HWY 66, TELL CITY, IN 47586	812-547-3444
RICHARD J KOOPMANN, II	805 E JEFFERSON ST, TIPTON, IN 46072-1853	765-675-7645
ANDY W BALL	706 W. TRAFALGER POINTE WAY, TRAFALGAR, IN 46181	317-878-4243
LISA REISER	115 S COLUMBIA, UNION CITY, IN 47390	765-964-7000
RODNEY LUBEZNIK	2002 CALUMET AVE, VALPARAISO, IN 46383-2706	219-462-7278
RODNEY LUBEZNIK	2150 MORTHLEND DR, VALPARAISO, IN 46383	219-531-0250
RODNEY LUBEZNIK	2610 LA PORTE AVE, VALPARAISO, IN 46383	219-548-5864
RODNEY LUBEZNIK	364 W USHY 6, VALPARAISO, IN 46383-7914	219-762-6885
EDWARD JOHN CUMMINGS, II	301 S ADAMS ST, VERSAILLES, IN 47042-0280	812-689-7207
WALTER NOWAKOWSKI	2300 N 6TH ST, VINCENNES, IN 47591-2404	812-882-6969
WALTER NOWAKOWSKI	2320 HART ST, VINCENNES, IN 47591-6338	812-882-9339
BRITT SATHER	1300 N CASS ST, WABASH, IN 46992-1028	260-563-8524
HARRY L SMITH	1010 E. WATERFORD STREET, WAKARUSA, IN 46573	574-862-7962
WILLIAM C BOLDT, JR.	801 ROOSEVELT ROAD, WALKERTON, IN 46574	574-586-2548
BRITT SATHER	7221 S WARREN RD (I-69/S.R. 5), WARREN, IN 46792	260-375-4280
BRITT SATHER	3611 COMMERCE DR, WARSAW, IN 46580-3929	574-267-5368
WALTER NOWAKOWSKI	1450 E NATIONAL HWY, WASHINGTON, IN 47501-3760	812-254-1212
MARK HAMMONS	124 E STATE ST, WEST LAFAYETTE, IN 47906	765-743-6069
GLENN LUBEZNIK	800 N FLYNN RD, WESTVILLE, IN 46391	219-785-4845
PETER WOJTOWICZ	2962 COUNTY RD 500 NORTH, WHITELAND, IN 46184	317-535-6616
DARRELL R WINBUSH	1822 INDIANAPOLIS BLVD, WHITING, IN 46394-1327	219-473-0630
WILLIAM C BOLDT, JR.	600 N USHY 35, WINAMAC, IN 46996	574-946-7912
LISA REISER	911 E WASHINGTON ST (IN 27 & 32), WINCHESTER, IN 47394	765-584-1019
ROBERT H TERHUNE	1400 S NEBO RD, YORKTOWN, IN 47396	765-254-1397
JAMES S POORE	6235 SOUTH HEARTLAND DRIVE, ZIONSVILLE, IN 46077	317-769-6130
JAMES S POORE	50 BRENDON WAY, ZIONSVILLE, IN 46077	317-873-9812
COREY KASCH	1321 HWY 169 N, ALGONA, IA 50511-1006	515-295-2870
TERI J NELSON	3734 8TH ST SW, ALTOONA, IA 50009	515-957-8225
TERI J NELSON	3215 ADVENTURELAND DR, ALTOONA, IA 50009-9571	515-967-3344
JAMES K BAKER	534 S DUFF AVE, AMES, IA 50010	515-232-0171
JAMES K BAKER	129 SOUTH DUFF, AMES, IA 50010	515-232-1234
JAMES K BAKER	3621 LINCOLN WAY, AMES, IA 50010-7534	515-292-5200
JERRY L MROZINSKI	160 CHAMBER DR, ANAMOSA, IA 52205	319-462-3589
LARRY BROWN	401 ANKENY BLVD, ANKENY, IA 50023	515-964-5001
LARRY BROWN	2502 SE DELAWARE AVE, ANKENY, IA 50021	515-965-5545
ANTON G MUELLER JR.	1510 E 7TH ST, ATLANTIC, IA 50022-1907	712-243-1901
JOSEPH G STEINKE	2185 53RD AVE., BETTENDORF, IA 52722	563-332-7735
JOSEPH G STEINKE	852 MIDDLE RD, BETTENDORF, IA 52722	563-355-7271
JOSEPH G STEINKE	2460 STATE ST, BETTENDORF, IA 52722-5037	563-359-4776
JAMES K BAKER	1227 S MARSHALL, BOONE, IA 50036-5306	515-432-4220
DONNA K MANN	1725 ROOSEVELT RD, BURLINGTON, IA 52601-2320	319-753-2111
DONNA K MANN	900 WELLSHIRE DRIVE, BURLINGTON, IA 52601	319-754-8279
JAMES K BAKER	912 W HIGHWAY 30 ST, CARROLL, IA 51401	712-792-1227
SCOTT SOIFER	610 W 1ST ST, CEDAR FALLS, IA 50613-2616	319-266-0677
SCOTT SOIFER	2515 MAIN ST, CEDAR FALLS, IA 50613-5124	319-266-6330
JERRY L MROZINSKI	5200 EDGEWOOD RD NE, CEDAR RAPIDS, IA 52411	319-294-0162
JERRY L MROZINSKI	8905 RUNWAY CT SW, CEDAR RAPIDS, IA 52404	319-363-5912
JERRY L MROZINSKI	2615 WILLIAMS BLVD SW, CEDAR RAPIDS, IA 52404-1549	319-364-3056
JERRY L MROZINSKI	1530 1ST AVE NE, CEDAR RAPIDS, IA 52402-5124	319-364-5263
JERRY L MROZINSKI	610 33RD AVE SW, CEDAR RAPIDS, IA 52404-3925	319-364-6790
JERRY L MROZINSKI	5725 DRY CREEK LN NE, CEDAR RAPIDS, IA 52402	319-393-2907
SCOTT SOIFER	698 GRAIN LANE, CENTER POINT, IA 52213	319-849-1325
ORVILLE D GRAVES	1000 N 18TH ST STE 1, CENTERVILLE, IA 52544	641-437-4354

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SCOTT SOIFER	506 ALLISON, CHARLES CITY, IA 50616-3709	641-228-1020
COREY KASCH	1500 N 2ND ST, CHEROKEE, IA 51012	712-225-1117
ROBERT E KOCH	1202 S 16TH ST, CLARINDA, IA 51632-2919	712-542-5617
DAVID A SCHERER	2 PLAZA DR, CLEAR LAKE, IA 50428-2031	641-357-6502
RICHARD W MATHSON	11400 FOREST LN, CLIVE, IA 50325-7031	515-222-1982
JON L BLATTERT	1403 WALNUT ST, COLFAX, IA 50054	515-674-9016
KEVIN W O'BRIEN	618 1ST AVE, CORALVILLE, IA 52241-2102	319-354-1700
KEVIN W O'BRIEN	2794 COMMERCE DR, CORALVILLE, IA 52241	319-545-7117
TONY DIEZ, JR.	1607 W BROADWAY, COUNCIL BLUFFS, IA 51501-3821	712-322-0705
TONY DIEZ, JR.	1751 MADISON, COUNCIL BLUFFS, IA 51508	712-328-0040
TONY DIEZ, JR.	610 30TH AVE, COUNCIL BLUFFS, IA 51501	712-366-0514
MICHAEL KOURI	608 WYOMING AVE, CRESTON, IA 50801-3436	641-782-7775
JOSEPH G STEINKE	1733 E KIMBERLY RD, DAVENPORT, IA 52804	563-355-6208
JOSEPH G STEINKE	5002 WELCOME WAY, DAVENPORT, IA 52806	563-386-3836
JOSEPH G STEINKE	3102 W LOCUST, DAVENPORT, IA 52804-3348	563-386-9355
JOSEPH G STEINKE	2110 W KIMBERLY RD, DAVENPORT, IA 52806-5368	563-388-0595
JOSEPH G STEINKE	7522 NORTHWEST BLVD, DAVENPORT, IA 52806	563-823-0840
RICHARD T LOMMEN, JR.	1798 OLD STAGE ROAD, DECORAH, IA 52101	563-382-6384
RICHARD T LOMMEN, JR.	915 SHORT ST, DECORAH, IA 52101-2412	563-382-9406
STEPHEN KENT GOSSAGE	500 HWY 39 N, DENISON, IA 51442	712-263-6988
LARRY BROWN	3000 SE 14TH ST, DES MOINES, IA 50320	515-243-1137
LARRY BROWN	710 ARMY POST RD, DES MOINES, IA 50309	515-256-7383
LARRY BROWN	4201 FLEUR DR, DES MOINES, IA 50309	515-285-8884
LARRY BROWN	2901 SW 9TH ST, DES MOINES, IA 50315	515-309-3539
LARRY BROWN	1404 DES MOINES ST, DES MOINES, IA 50316	515-564-0716
RICHARD W MATHSON	601 UNIVERSITY AVE., DES MOINES, IA 50314	515-243-3848
RICHARD W MATHSON	3275 EUCLID AVE E, DES MOINES, IA 50317-3845	515-265-5695
RICHARD W MATHSON	3610 MERLE HAY ROAD, DES MOINES, IA 50310-1245	515-276-1525
RICHARD W MATHSON	4825 MERLE HAY RD, DES MOINES, IA 50322	515-276-1968
STEVEN R MATHSON	6125 GRAND AVE, DES MOINES, IA 50312-1418	515-255-2543
TERI J NELSON	1345 E EUCLID, DES MOINES, IA 50316-1259	515-262-4343
DAVID G ROBERTS	2540 E UNIVERSITY AVE, DES MOINES, IA 50317	515-261-3555
DAVID G ROBERTS	3002 FOREST AVE, DES MOINES, IA 50311	515-279-7170
DAVID G ROBERTS	6TH & UNIVERSITY - MERCY HOSPITAL, DES MOINES, IA 50314	515-643-8735
GLENN J KARPINSKE	1720 11TH ST, DEWITT, IA 52742	563-659-2730
GLENN J KARPINSKE	1510 9TH STREET SE, DYERSVILLE, IA 52040	563-875-7600
JOSEPH G STEINKE	LECLAIRE RD./ 6TH AVE., ELDRIDGE, IA 52748	563-285-6233
COREY KASCH	1305 MAIN ST, EMMETSBURG, IA 50536	712-852-2440
COREY KASCH	2510 CENTRAL AVE, ESTHERVILLE, IA 51334-2771	712-362-3871
JOHN A FREYBERGER	350 EVANSDALE DR, EVANSDALE, IA 50707	319-235-5599
DALE K FREDERICK	1705 W BURLINGTON AVE, FAIRFIELD, IA 52556	641-472-4266
COREY KASCH	107 AVE O W, FORT DODGE, IA 50501	515-576-6237
COREY KASCH	2509 5TH AVE S, FORT DODGE, IA 50501-5552	515-955-2724
DONNA K MANN	3402 AVE L, FORT MADISON, IA 52627-3455	319-372-5729
AARON W SMITH	1200 S LOCUST ST, GLENWOOD, IA 51534	712-527-5726
DAVID G ROBERTS	101 GATEWAY DR, GRIMES, IA 50111	515-986-9182
JON L BLATTERT	706 WEST ST, GRINNELL, IA 50112	641-236-0920
SCOTT SOIFER	411 CENTRAL AVENUE, E, HAMPTON, IA 50441	641-456-4122
SCOTT SOIFER	1811 1ST ST W, INDEPENDENCE, IA 50644	319-334-4269
LARRY BROWN	1207 N JEFFERSON, INDIANOLA, IA 50125-1455	515-961-2589
KEVIN W O'BRIEN	804 S RIVERSIDE DR, IOWA CITY, IA 52240	319-338-1846
KEVIN W O'BRIEN	1861 LOWER MUSCATINE RD, IOWA CITY, IA 52244	319-351-1955
KEVIN W O'BRIEN	2440 MORMON TREK BLVD, IOWA CITY, IA 52240	319-834-1021
SCOTT SOIFER	412 N OAK ST, IOWA FALLS, IA 50126	641-648-3244
RICHARD W MATHSON	5494 NW 86TH ST, JOHNSTON, IA 50131	515-331-0250
STEVEN J MAST	2010 MAIN ST, KEOKUK, IA 52632-3224	319-524-5552
CARA VAN STEENIS	1406 S LINCOLN, KNOXVILLE, IA 50138-3425	641-828-8444
KEVIN L MURPHY	1403 EAGLE RIDGE RD., LE CLAIRE, IA 52753	563-289-4801
LOIS GRINSTEAD	1001 HAWKEYE AVE SE, LEMARS, IA 51031	712-546-8519
GLENN J KARPINSKE	1019 W PLATT ST, MAQUOKETA, IA 52060-2041	563-652-6500
JERRY L MROZINSKI	5493 BUSINESS HWY 151, MARION, IA 52302	319-373-5085
JERRY L MROZINSKI	100-6TH AVENUE, MARION, IA 52302-3201	319-377-4000
JOHN A FREYBERGER	3402 S CENTER ST, MARSHALLTOWN, IA 50158	641-752-6902
NANCY J CARROLL	1651-4TH STREET SW, MASON CITY, IA 50401-1602	641-423-0417
NANCY J CARROLL	2010 S FEDERAL AVE, MASON CITY, IA 50401	641-423-6710
STEVEN LEONARD	100 N WILLOW RD, MISSOURI VALLEY, IA 51555	712-642-2711
DALE K FREDERICK	700 WOHLLEBER DRIVE, MOUNT PLEASANT, IA 52641	319-385-4266
LEO STEINKE	2520 PARK AVE, MUSCATINE, IA 52761-5637	563-264-3150
JAMES K BAKER	1815 B AVE S, NEVADA, IA 50201	515-382-8800
SCOTT SOIFER	729 W MILWAUKEE ST, NEW HAMPTON, IA 50659	641-394-4057
JON L BLATTERT	726 1ST AVENUE E., NEWTON, IA 50208-3306	641-792-1205
JON L BLATTERT	4400 SOUTH 22ND AVE E, NEWTON, IA 50208	641-792-5050
KEVIN W O'BRIEN	NEC 965&PENN, NORTH LIBERTY, IA 52241	319-665-2230
RICHARD W MATHSON	2901 SUNSET, NORWALK, IA 50211	515-256-2692
SCOTT SOIFER	1 1ST AVE SE, OELWEIN, IA 50662	319-283-3425
COREY KASCH	HWY 71, OKOBOJI, IA 51355	712-332-7983
STEPHEN KENT GOSSAGE	2720 IOWA AVE N, ONAWA, IA 51040	712-433-2789

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL KOURI	1220 JEFFREYS DR, OSCEOLA, IA 50213-9802	641-342-3992
CARA VAN STEENIS	703 A AVE W, OSKALOOSA, IA 52577-2031	641-673-9791
DONNA K MANN	1940 VENTURE DR, STE. B (W*M #1285), OTTUMWA, IA 52501	641-682-0213
DONNA K MANN	222 RICHMOND ST, OTTUMWA, IA 52501-4226	641-682-4116
DONNA K MANN	2441 NORTHGATE DR, OTTUMWA, IA 52501-1117	641-682-6345
ORVILLE D GRAVES	309 OSKALOOSA ST, PELLA, IA 50219-2121	641-628-8004
LARRY BROWN	325 1ST ST, PERRY, IA 50220-1933	515-465-9370
LARRY BROWN	1055 SHERRYLYNN BLVD, PLEASANT HILL, IA 50317	515-263-3400
AARON W SMITH	1501 BROADWAY, RED OAK, IA 51566	712-623-2098
STEVE A JACKSON	101 34TH AVE, SHELDON, IA 51201	712-324-2063
ROBERT E KOCH	504 S FREMONT, SHENANDOAH, IA 51601-1508	712-246-5415
STEVE A JACKSON	1212 N. MAIN AVE., SIOUX CENTER, IA 51250	712-722-3031
F KEITH PETRIE	3101 FLOYD BLVD, SIOUX CITY, IA 51108	712-239-3557
F KEITH PETRIE	607 LEWIS BLVD, SIOUX CITY, IA 51102	712-252-2411
F KEITH PETRIE	2816 SINGING HILLS BLVD, SIOUX CITY, IA 51111-1034	712-252-5062
F KEITH PETRIE	3093 HAMILTON BLVD, SIOUX CITY, IA 51104-2407	712-255-4772
F KEITH PETRIE	729 HAMILTON BLVD, SIOUX CITY, IA 51103	712-258-7147
F KEITH PETRIE	5707 SUNNYBROOK DR., SIOUX CITY, IA 51106	712-276-2977
F KEITH PETRIE	4105 MORNINGSIDE AVE, SIOUX CITY, IA 51106-2945	712-276-6795
STEVE A JACKSON	701 11TH ST, SPENCER, IA 51301	712-580-8864
STEVE A JACKSON	1831 LAKE AVE / WAL*MART, STORM LAKE, IA 50588	712-732-5657
JAMES K BAKER	1620 BROAD ST, STORY CITY, IA 50248-1565	515-733-2520
RICHARD W MATHSON	120 SE 7TH ST, STUART, IA 50250	515-523-2358
STEVEN R MATHSON	3441 86TH ST, URBANDALE, IA 50322-4005	515-252-0447
STEVEN R MATHSON	4900 NW URBANDALE DR, URBANDALE, IA 50322-6337	515-276-5750
SCOTT SOIFER	308 K AVENUE SOUTH, VINTON, IA 52349	319-472-2117
LEO STEINKE	2955 N PLAINVIEW RD, WALCOTT, IA 52773-8522	563-284-6909
STEVEN LEONARD	2101 ANTIQUE CITY DR STE 2, WALNUT, IA 51577	712-784-3004
KEVIN W O'BRIEN	200 W MADISON ST, WASHINGTON, IA 52353	319-653-6599
JOHN A FREYBERGER	1709 LAPORTE RD, WATERLOO, IA 50702-2717	319-232-7719
JOHN A FREYBERGER	2222 LOGAN AVE, WATERLOO, IA 50703	319-233-9588
JOHN A FREYBERGER	3695 UNIVERSITY AVE, WATERLOO, IA 50701	319-234-1107
JOHN A FREYBERGER	3658 KIMBALL AVE, WATERLOO, IA 50702-5731	319-234-3517
RICHARD W MATHSON	125 LAUREL ST, WAUKEE, IA 50263	515-987-3621
SCOTT SOIFER	1203 4TH ST.SW, WAVERLY, IA 50677	319-352-6977
COREY KASCH	400 FAIR MEADOW DR, WEBSTER CITY, IA 50595-3161	515-832-4243
KEVIN W O'BRIEN	610 S DOWNEY, WEST BRANCH, IA 52358	319-643-5100
RICHARD W MATHSON	1320 JORDAN CREEK PKWY, WEST DES MOINES, IA 50266	515-226-9325
RICHARD W MATHSON	745 SOUTH 51ST STREET, WEST DES MOINES, IA 50265	515-440-2849
KEVIN W O'BRIEN	I 80 & HWY 149, WILLIAMSBURG, IA 52361-0780	319-668-2202
CLARK E LINDERS	2103 N BUCKEYE, ABILENE, KS 67410-1507	785-263-1722
WILLIAM M RAPER	115 CENTRAL, ANDOVER, KS 67002	316-733-0001
MARK WRIGHT	801 W MAIN, ANTHONY, KS 67003	620-842-5069
MICHAEL T LANE	2022 N SUMMIT ST, ARKANSAS CITY, KS 67005-3851	620-442-3122
THOMAS DOBSKI	118 S 8TH, ATCHISON, KS 66002-2743	913-367-0771
JENNIFER K LANE	520 W 7TH, AUGUSTA, KS 67010	316-775-5075
GLEN D NICHOLS, JR.	2800 MILITARY, BAXTER SPRINGS, KS 66713-2346	620-856-3401
CONNIE S BREND	MILEMARKER 25. 7 KANSAS TOLLWAY, BELLE PLAINE, KS 67013	620-399-8311
THOMAS DOBSKI	606 S 130TH, BONNER SPRINGS, KS 66012-9233	913-422-7817
CRAIG N SHANDLER	KANSAS TURNPIKE MILEPOST 97, CASSODAY, KS 66842	620-735-4394
GLEN D NICHOLS, JR.	101 N 14TH ST, CHANUTE, KS 66720	620-431-2938
GLEN D NICHOLS, JR.	302 W 11TH, COFFEYVILLE, KS 67337-5905	620-251-3330
RICHARD D KUEHL	2000 SOUTH RANGE, COLBY, KS 67701	785-462-8159
GLEN D NICHOLS, JR.	420 SOUTHEAST AVE, COLUMBUS, KS 66725	620-429-2700
SHANE SPURLOCK	1420 LINCOLN ST, CONCORDIA, KS 66901-4841	785-243-1426
MICHAEL T LANE	610 NORTH ROCK ROAD, DERBY, KS 67037	316-788-1779
ROBERT G LANE	917 N BALTIMORE, DERBY, KS 67037-1818	316-788-3344
MICHAEL DOBSKI	34225 COMMERCE DR, DESOTO, KS 66018	913-585-1166
JAMES L GEIS	703 W WYATT EARP BLVD, DODGE CITY, KS 67801-4249	620-227-7008
STEVE A BREND	KANSAS TURNPIKE MILE MARKER 67, EL DORADO, KS 67042	316-536-1101
ROBERT G LANE	2002 W CENTRAL, EL DORADO, KS 67042-3201	316-321-4910
HUGH O'REILLY, JR.	1202 W 6TH AVE, EMPORIA, KS 66801-2563	620-342-9325
CRAIG N SHANDLER	2810 W 18TH, EMPORIA, KS 66801	620-342-9444
CRAIG N SHANDLER	KS TURNPIKE MILEPOST 132, EMPORIA, KS 66801	620-343-8444
MARK MCCOY	2224 S MAIN, FORT SCOTT, KS 66701-3024	620-223-6760
EDWARD C MILLIGAN	1613 KANSAS PLZ, GARDEN CITY, KS 67846-6234	620-275-1922
EDWARD C MILLIGAN	1106 TAYLOR, GARDEN CITY, KS 67846-4017	620-276-3311
STEVEN E BATES	26240 W 174TH ST, GARDNER, KS 66030	913-856-8123
CONNIE S BREND	20019 W KELLOGG DR, GODDARD, KS 67052	316-794-3434
SCOTT G ANGELOS	2325 ENTERPRISE RD, GOODLAND, KS 67735-9721	785-899-7371
SHANE SPURLOCK	3307 10TH ST, GREAT BEND, KS 67530-3534	620-792-1406
RICHARD D KUEHL	1201 VINE, HAYS, KS 67601-3452	785-625-1712
RICHARD D KUEHL	3406 VINE ST, HAYS, KS 67601-1939	785-628-6115
ELIZABETH E RAPER	200 N. MAIN STREET, SUITE F, HAYSVILLE, KS 67060	316-522-6266
JOHN V DEVERA	1001 S 1ST ST, HIAWATHA, KS 66434	785-742-3377
EDWARD C MILLIGAN	612 E 11TH ST, HUGOTON, KS 67951	620-544-4233
CHARLES VECCHIARELLI	1407 E 11TH AVE, HUTCHINSON, KS 67501-2750	620-662-4014

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHARLES VECCHIARELLI	603 E 30TH ST, HUTCHINSON, KS 67502-8432	620-662-6462
CHARLES VECCHIARELLI	20 E 4TH ST, HUTCHINSON, KS 67501-6933	620-665-5642
GLEN D NICHOLS, JR.	401 W MYRTLE, INDEPENDENCE, KS 67301-3321	620-331-7177
GLEN D NICHOLS, JR.	312 W MADISON, IOLA, KS 66749-3228	620-365-7571
CLARK E LINDERS	416 W 6TH ST, JUNCTION CITY, KS 66441-3051	785-238-4000
CLARK E LINDERS	1127 S WASHINGTON, JUNCTION CITY, KS 66441	785-238-5391
JOHN M BELL	3725 STATE AVENUE, KANSAS CITY, KS 66102-3830	913-371-0606
JOHN V DEVERA	4215 RAINBOW, KANSAS CITY, KS 66103-3112	913-677-3220
BARBARA J GADWOOD	10555 PARALLEL PARKWAY, KANSAS CITY, KS 66111	913-299-9600
RALPH L KING	4427 SHAWNEE DR, KANSAS CITY, KS 66106	913-262-5223
RALPH L KING	812 MINNESOTA, KANSAS CITY, KS 66101-2609	913-321-0542
RALPH L KING	605 S 7TH ST, KANSAS CITY, KS 66105-2001	913-321-9225
CASSANDRA SAVAGE	4101 KANSAS AVE, KANSAS CITY, KS 66100	913-281-1312
CASSANDRA SAVAGE	7530 STATE AVE, KANSAS CITY, KS 66112	913-334-1400
ROBERT G LANE	1123 HWY 54, KINGMAN, KS 67068	620-532-1255
THOMAS DOBSKI	I-70 MILEMARKER 209, LAWRENCE, KS 66046	785-331-4120
THOMAS DOBSKI	1309 W 6TH ST, LAWRENCE, KS 66044-2220	785-841-4132
THOMAS DOBSKI	3241 IOWA, LAWRENCE, KS 66047	785-841-5062
THOMAS DOBSKI	4911 W 6TH ST, LAWRENCE, KS 66044	785-842-6900
THOMAS DOBSKI	901 WEST 23RD STREET, LAWRENCE, KS 66046	785-843-8522
THOMAS DOBSKI	3121 S 4TH ST TRFY, LEAVENWORTH, KS 66048-5005	913-651-5577
TAKASHI YANO	3860 W 95TH, LEAWOOD, KS 66206	913-642-1304
ANNE ALON	13330 W 87TH PKY, LENEXA, KS 66215-4536	913-438-2711
STEVEN E BATES	9501 WESTGATE ST, LENEXA, KS 66215-1507	913-492-6407
OVETA C MILLIGAN	24 E PANCAKE, LIBERAL, KS 67901-4114	620-624-8741
OVETA C MILLIGAN	1800 N KANSAS, LIBERAL, KS 67901	620-626-7556
STEVEN E BATES	1409 W. AMITY, LOUISBURG, KS 66053	913-837-3519
CLARK E LINDERS	1011 WESTLOOP PL, MANHATTAN, KS 66502-2835	785-539-1672
CLARK E LINDERS	815 N 3RD ST, MANHATTAN, KS 66502-5703	785-776-6751
DAVID JENNINGS	2101 E KANSAS AVE, MCPHERSON, KS 67460	620-241-0522
CASSANDRA SAVAGE	6767 JOHNSON DR, MISSION, KS 66202-2620	913-432-0020
DAVID JENNINGS	1701 S. KANSAS AVENUE (W*M #2428), NEWTON, KS 67114	316-283-0844
DAVID JENNINGS	1321 MAIN, NEWTON, KS 67114-1915	316-284-2891
RICHARD H STULL	211 W HOLME, NORTON, KS 67654	785-877-2773
ANNE ALON	17921 W 119TH ST, OLATHE, KS 66061	913-397-8900
ANNE ALON	618 SANTA FE ST, OLATHE, KS 66061	913-764-1500
HUGH O'REILLY, JR.	2214 PRINCETON CIRCLE DR, OTTAWA, KS 66067-4025	785-242-4451
ANNE ALON	9401 FO STER, OVERLAND PARK, KS 66212-2232	913-649-8690
DAVID B BATES	9405 W 75TH ST, OVERLAND PARK, KS 66204	913-381-1101
STEVEN E BATES	7124 W 119TH ST, OVERLAND PARK, KS 66213-1116	913-338-3011
JOHN V DEVERA	7700 METCALF AVE, OVERLAND PARK, KS 66204-2930	913-381-3133
JOHN V DEVERA	10460 W 103RD ST, OVERLAND PARK, KS 66204	913-438-8880
JOHN V DEVERA	10999 METCALF AVENUE, OVERLAND PARK, KS 66211	913-491-0970
CASSANDRA SAVAGE	9717 SANTA FE DR, OVERLAND PARK, KS 66212	913-642-3738
WILLIAM R TRAYLOR	8750 W 135TH ST, OVERLAND PARK, KS 66223	913-685-8595
WILLIAM R TRAYLOR	11850 W 135TH ST, OVERLAND PARK, KS 66210	913-685-9898
STEVEN E BATES	1610 E PEORIA, PAOLA, KS 66071	913-294-9395
DAVID JENNINGS	5900 AIR CAP DR, PARK CITY, KS 67219-2105	316-744-3519
GLEN D NICHOLS, JR.	301 N. 16TH, PARSONS, KS 67357	620-421-0244
GLEN D NICHOLS, JR.	3008 N BROADWAY, PITTSBURG, KS 66762-2631	620-231-0560
GLEN D NICHOLS, JR.	1125 S BROADWAY, PITTSBURG, KS 66762-5801	620-231-1925
ROBERT G LANE	1805 E 1ST ST, PRATT, KS 67124-2075	620-672-1915
TERESA M SALINAS	5103 ROE AVE, ROELAND PARK, KS 66205	913-831-7774
RICHARD D KUEHL	1435 S FOSSIL, RUSSELL, KS 67665-3612	785-483-6554
DOUGLAS REMPP	125 E DIAMOND DRIVE, SALINA, KS 67401	785-452-9195
DOUGLAS REMPP	1100 E CRAWFORD, SALINA, KS 67401	785-825-2511
DOUGLAS REMPP	701 SOUTH BROADWAY, SALINA, KS 67401	785-825-5301
DOUGLAS REMPP	2236 PLANET, SALINA, KS 67401-7350	785-825-6775
JOHN V DEVERA	101 N ST, SENECA, KS 66538	785-336-3190
ANNE ALON	16210 W 65TH ST, SHAWNEE, KS 66217	913-248-1316
ANNE ALON	11801 W 63RD ST, SHAWNEE, KS 66203-3337	913-631-1444
STEVEN E BATES	11005 W 75TH, SHAWNEE, KS 66214	913-631-3488
MICHAEL DOBSKI	22315 W. 66TH STREET, SHAWNEE, KS 66226	913-667-3504
CHARLES VECCHIARELLI	1006 S MAIN ST, SOUTH HUTCHINSON, KS 67505	620-664-5848
MARILYN DOBSKI	5525 SW 21ST ST, TOPEKA, KS 66604-3647	785-273-1741
THOMAS DOBSKI	29TH & WANAMAKER, TOPEKA, KS 66614	785-271-8363
THOMAS DOBSKI	1640 SW WANAMAKER, TOPEKA, KS 66604-3801	785-272-1955
THOMAS DOBSKI	1201 GAGE BLVD, TOPEKA, KS 66604-1883	785-273-0111
STEPHEN K TYLER, SR.	1100 KANSAS AVE, TOPEKA, KS 66612-1329	785-232-4434
STEPHEN K TYLER, SR.	2001 N TOPEKA, TOPEKA, KS 66608-1828	785-232-9081
STEPHEN K TYLER, SR.	3117 S TOPEKA AVE, TOPEKA, KS 66611-2124	785-266-4770
STEPHEN K TYLER, SR.	2880 CALIFORNIA, TOPEKA, KS 66605-1713	785-267-6181
STEPHEN K TYLER, SR.	3072 SW 29TH, TOPEKA, KS 66614	785-271-1600
VICTOR P WALTHER	3530 NW 46TH ST, TOPEKA, KS 66608	785-246-1555
EDWARD C MILLIGAN	105 W OKLAHOMA, ULYSSES, KS 67880	620-356-3507
RICHARD D KUEHL	HWY 183 & I 70, WAKEENEY, KS 67672	785-743-2911
CLARK E LINDERS	701 E 24 HWY, WAMEGO, KS 66545	785-456-2500

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
THOMAS C ONDEK	1820 E 16TH ST., WELLINGTON, KS 67152	620-399-8492
CONNIE S BREND	122 N SENECA, WICHITA, KS 67208	316-267-9020
CONNIE S BREND	2261 N AMIDON, WICHITA, KS 67203	316-838-4555
STEVE A BREND	411 S BROADWAY, WICHITA, KS 67202-3909	316-267-2333
STEVE A BREND	1050 N BROADWAY, WICHITA, KS 67214-2907	316-267-8701
STEVE A BREND	1421 N WEST ST., WICHITA, KS 67212	316-943-8032
DALE L CARTER	501 E PAWNEE S (WM #1099), WICHITA, KS 67207	316-264-5800
DALE L CARTER	4810 S BROADWAY, WICHITA, KS 67216-3713	316-522-0588
DALE L CARTER	1811 N HILLSIDE, WICHITA, KS 67214-2317	316-651-0332
DALE L CARTER	1302 N WOODLAWN, WICHITA, KS 67208-2647	316-685-7301
DALE L CARTER	1645 S WEBB RD, WICHITA, KS 67207	316-687-5494
JENNIFER K LANE	1219 S ROCK RD, WICHITA, KS 67207-3319	316-687-9664
JOSEPH R LANE	2418 S SENECA AVE, WICHITA, KS 67216	316-262-4331
JOSEPH R LANE	2437 SW ST, WICHITA, KS 67217	316-941-4750
ROBERT G LANE	3430 S HYDRAULIC, WICHITA, KS 67216	316-554-7801
ROBERT G LANE	5606 E CENTRAL, WICHITA, KS 67208-4201	316-681-0160
ROBERT G LANE	545 N HILLSIDE, WICHITA, KS 67214	316-686-4575
ROBERT G LANE	1630 S HILLSIDE, WICHITA, KS 67211-4019	316-686-9612
ROBERT G LANE	7311 W 21ST ST, WICHITA, KS 67206	316-721-2088
ROBERT G LANE	506 NORTH TYLER ROAD, WICHITA, KS 67212-3633	316-722-5371
ROBERT G LANE	10321 W 21ST, WICHITA, KS 67212	316-729-7300
ROBERT G LANE	2616 W 53RD ST, WICHITA, KS 67204	316-832-9646
WILLIAM T LANE	6350 W KELLOGG, WICHITA, KS 67209-2330	316-942-2791
WILLIAM T LANE	456 S WEST, WICHITA, KS 67213-2108	316-945-8411
ELIZABETH E RAPER	3527 N ROCK RD, WICHITA, KS 67226	316-636-5222
WILLIAM M RAPER	11989 E KELLOGG DR, WICHITA, KS 67207	316-683-4852
WILLIAM M RAPER	8100 E 21ST CT, WICHITA, KS 67226	316-685-6690
MICHAEL T LANE	2130 PIKE RD, WINFIELD, KS 67156-5448	620-221-4036
DAVID BRANSCUM	801 N CROSS ST, ALBANY, KY 42602	606-387-9404
THOMAS WOLF	2550 WINCHESTER AVE, ASHLAND, KY 41101	606-324-1214
THOMAS WOLF	351 RIVER HILL ROAD (WM #1426), ASHLAND, KY 41101	606-325-8064
THOMAS WOLF	150 RUSSELL RD, ASHLAND, KY 41101	606-329-9611
THOMAS WOLF	6015 USHY 60, ASHLAND, KY 41101	606-928-2223
THOMAS WOLF	14525 STATE ROUTE 180, ASHLAND, KY 41102	606-929-5740
SUSAN B MANN	US 25 E PARKWAY HC 84 BOX 505, BARBOURVILLE, KY 40906	606-546-2036
VINCENT C TANNER	1860 N MAIN ST, BEAVER DAM, KY 42320-9500	270-274-4070
MICHAEL C LOVE	25 COMMERCE BLVD, BENTON, KY 42025	270-527-2924
BRAD S PARK	109 BRENNWOOD DR., BERE, KY 40403	859-986-4206
BRAD S PARK	101 GLADES RD, BERE, KY 40403	859-986-9141
PAUL M BURRELL II	603 HENNESSY WAY, BOWLING GREEN, KY 42101	270-780-0245
PAUL M BURRELL II	1925 RUSSELLVILLE RD, BOWLING GREEN, KY 42101-3754	270-781-7984
PAUL M BURRELL II	3080 SCOTTSVILLE RD, BOWLING GREEN, KY 42101	270-781-9838
PAUL M BURRELL II	2420 NASHVILLE ROAD, BOWLING GREEN, KY 42101	270-782-4788
PAUL M BURRELL II	1616 CAMPBELL LN, BOWLING GREEN, KY 42104	270-793-0810
PAUL M BURRELL II	1201 MORGANTOWN ROAD, BOWLING GREEN, KY 42101	270-842-3156
PAUL M BURRELL II	612 31 W BYP, BOWLING GREEN, KY 42103	270-842-4181
VINCENT C TANNER	590 BYPASS ROAD, BRANDENBURG, KY 40108	270-422-5232
HOWARD E LARSON, II	5878 HOPKINSVILLE RD, CADIZ, KY 42211	270-522-3235
MICHAEL C LOVE	I 24 & HWY 62, CALVERT CITY, KY 42029	270-395-4575
THOMAS R BURRELL	605 E BROADWAY, CAMPBELLSVILLE, KY 42718	270-465-6658
PAUL G GROEN	I 71 & SR 227, CARROLLTON, KY 41008	502-732-5613
THOMAS WOLF	3618 LOUISA RD, CATLETTSBURG, KY 41129	606-739-6388
PAUL M BURRELL II	901 SANDERS RD, CAVE CITY, KY 42127	270-773-2900
VINCENT C TANNER	402 S 2ND ST, CENTRAL CITY, KY 42330	270-757-1400
DAVID BRANSCUM	980 JAMESTOWN RD, COLUMBIA, KY 42728-1012	270-384-3873
JOHN JUDE FARIS	249 W. CUMBERLAND GAP PKWY, CORBIN, KY 40701	606-258-0633
JOHN JUDE FARIS	1977 CUMBERLAND FALLS HWY, CORBIN, KY 40701	606-526-9002
JOHN JUDE FARIS	1410 MASTER STREET, CORBIN, KY 40701	606-528-9811
JUDSON W PICKARD JR.	302 PHILADELPHIA ST, COVINGTON, KY 41011-1236	859-261-0361
PAUL G GROEN	2513 HAZLEWOOD DRIVE, CRESCENT SPRINGS, KY 41017	859-341-2232
FRANK WARD	NWC HWY 329 BYPASS @ ST. RTE. 146, CRESTWOOD, KY 40014	502-241-4799
PAUL G GROEN	120 SPEARS LN, CRITTENDEN, KY 41030	859-428-0895
GERALD F HEALY, III	853 USHY 27 S, CYNTHIANA, KY 41031	859-234-6199
MARK R PRATER	280 JANE TRL, DANVILLE, KY 40422	859-238-7200
MARK R PRATER	113 THOROUGHFBRED DR, DANVILLE, KY 40422	859-936-9240
PAUL G GROEN	10 BLACKBURN RD, DRY RIDGE, KY 41035	859-824-6249
JOSEPH P MCENANEY	82 USHY 62 W, EDDYVILLE, KY 42038	270-388-5347
DAVID BRANSCUM	1423 W STOCKTON ST, EDMONTON, KY 42129	270-432-5919
THOMAS R BURRELL	3210 LEITCHFIELD RD, ELIZABETHTOWN, KY 42724	270-234-9525
THOMAS R BURRELL	1700 N DIXIE HWY, ELIZABETHTOWN, KY 42701-9439	270-737-1185
THOMAS R BURRELL	100 WAL-MART DR (WALMART #0709), ELIZABETHTOWN, KY 42701	270-763-0064
THOMAS R BURRELL	517 W DIXIE HWY, ELIZABETHTOWN, KY 42701-2439	270-765-7775
THOMAS R BURRELL	900 N MULBERRY ST, ELIZABETHTOWN, KY 42701-2035	270-769-3744
JETHRO N COPELAND	3050 DIXIE HWY, ERLANGER, KY 41018-1826	859-341-8873
JAMES JR R MASON	1131 RIDGEWAY AVE, FALMOUTH, KY 41040	859-654-4144
THOMAS WOLF	2133 ARGILLITE RD, FLATWOODS, KY 41139	606-836-7061
TIMOTHY J CASCIO	ST RT 32 & BYPASS 11, FLEMINGSBURG, KY 41041	606-849-3277

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JETHRO N COPELAND	6726 DIXIE HWY, FLORENCE, KY 41042-2108	859-282-9604
JETHRO N COPELAND	7909 DREAM ST, FLORENCE, KY 41042-1801	859-371-5078
PAUL G GROEN	2084 FLORENCE MALL, FLORENCE, KY 41042	859-282-1713
PAUL G GROEN	5985 CENTENNIAL CIRCLE, FLORENCE, KY 41042	859-647-7111
JOSEPH A GRAVISS	102 S LIMESTONE LANE, FRANKFORT, KY 40601-4314	502-227-8096
JOSEPH A GRAVISS	310 VERSAILLES RD, FRANKFORT, KY 40601-3634	502-695-3519
PAUL M BURRELL II	820 N MAIN ST, FRANKLIN, KY 42135	270-586-7225
PAUL M BURRELL II	110 STEELE ROAD, FRANKLIN, KY 42134	270-586-8985
ROBERT L KENWORTHY	104 NOLAN AVE, FULTON, KY 42041-8220	270-472-0221
JAMES JR R MASON	171 SOUTHGATE DR, GEORGETOWN, KY 40324	502-863-5660
JAMES JR R MASON	259 CHERRY BLOSSOM WAY, GEORGETOWN, KY 40324	502-867-4942
JAMES JR R MASON	400 CONNECTOR RD, GEORGETOWN, KY 40324-9729	502-868-0663
THOMAS R BURRELL	721-31E, GLASGOW, KY 42141	270-651-9200
THOMAS R BURRELL	2345 HAPPY VALLEY ROAD, GLASGOW, KY 42141	270-678-9280
THOMAS R BURRELL	58 GLENDALE & HODGENVILLE, GLENDALE, KY 42701	270-369-0300
BOB HUTCHISON	RT. 119, SOUTH SIDE MALL, GOODY, KY 41514	606-237-5696
NICOLE PERRY TOPPER	751 CAROL MALONE BLVD, GRAYSON, KY 41143	606-474-8222
STEPHEN R SCHWARZ	885 CAMPBELLSVILLE RD, GREENSBURG, KY 42743	270-932-3147
THOMAS WOLF	1519 SEATON AVE, GREENUP, KY 41144	606-473-5660
VINCENT C TANNER	900 N MAIN ST, GREENVILLE, KY 42345-1774	270-338-0294
VINCENT C TANNER	1116 OLD HWY 60, HARDINSBURG, KY 40143	270-756-1999
LYNN E JIMISON	2501 US 421-SOUTH, HARLAN, KY 40831	606-573-9373
MARK R PRATER	BEAUMONT PLAZA S COLLEGE, HARRODSBURG, KY 40330	859-734-9000
KENNETH PATULA	1326 COMBS ROAD, HAZARD, KY 41701	606-436-5309
KENNETH PATULA	EAST MAIN STREET, HAZARD, KY 41701	606-439-0370
JETHRO N COPELAND	AIRPORT CONC 3B, HEBRON, KY 41048	859-767-3295
PAUL G GROEN	1980 PETERSBURG RD, HEBRON, KY 41048	859-586-2707
THOMAS R BURRELL	932 S LINCOLN BLVD, HODGENVILLE, KY 42748	270-358-5751
JOSEPH P MCENANEY	502 NORTH DR, HOPKINSVILLE, KY 42246	270-885-0021
JOSEPH P MCENANEY	2604 FORT CAMPBELL BLVD, HOPKINSVILLE, KY 42240-4939	270-885-9491
ALEXANDRIA L BURRELL	4000 L&N TURNPIKE, HORSE CAVE, KY 42749	270-786-1600
BOB HUTCHISON	72 BLACKLOG RD, INEZ, KY 41224	606-298-7997
REGAN GIST HEINRICH	901 RICHMOND RD, IRVINE, KY 40336	606-723-1013
GERALD F HEALY, III	931 KY HWY 15 N, JACKSON, KY 41339-0904	606-666-5788
GEORGE SALIBA	512 S 1ST ST, LAGRANGE, KY 40031	502-222-1928
ALLAN P NAHRA	100 LINCOLN RD, LANCASTER, KY 40444	859-792-9493
JOHN PAUL GREER	203 W PARK, LAWRENCEBURG, KY 40342-1365	502-839-5326
MARK R PRATER	1013 COMMERCE WAY, LAWRENCEBURG, KY 40342	502-859-3843
STEPHEN R SCHWARZ	503 W MAIN ST, LEBANON, KY 40033	270-692-6399
THOMAS R BURRELL	150 PLAZA PARK BLVD, LEBANON JUNCTION, KY 40150	502-833-2007
VINCENT C TANNER	1801 ELIZABETHTOWN ROAD (W*M #445), LEITCHFIELD, KY 42754	270-230-0774
VINCENT C TANNER	714 S MAIN, LEITCHFIELD, KY 42754-1055	270-259-9298
JOSEPH A GRAVISS	357 S LIMESTONE AVE, LEXINGTON, KY 40508	859-252-0711
JOSEPH A GRAVISS	1620 LEESTOWN RD, LEXINGTON, KY 40510	859-252-2265
JOSEPH A GRAVISS	2321 VERSAILLES RD, LEXINGTON, KY 40504-1605	859-254-8791
JOSEPH A GRAVISS	2576 RICHMOND ROAD, LEXINGTON, KY 40502	859-266-7816
JOSEPH A GRAVISS	2483 NICHOLASVILLE RD, LEXINGTON, KY 40503-3158	859-278-5902
JOHN PAUL GREER	100 MARKETPLACE DR, LEXINGTON, KY 40513	859-245-9791
REGAN GIST HEINRICH	1499 RUSSELL CAVE RD, LEXINGTON, KY 40511	859-252-0430
REGAN GIST HEINRICH	1114 NEW CIRCLE RD, LEXINGTON, KY 40505-4137	859-252-5736
REGAN GIST HEINRICH	768 WINCHESTER RD, LEXINGTON, KY 40508	859-254-4080
REGAN GIST HEINRICH	2271 ELKHORN ROAD, NORTH, LEXINGTON, KY 40505-4813	859-293-5312
WILLIAM NELSON MCMAKIN	4131 TATES CREEK CTR, LEXINGTON, KY 40507	859-273-4666
WILLIAM NELSON MCMAKIN	1946 STANTON WAY, LEXINGTON, KY 40511-1350	859-389-8118
WILLIAM NELSON MCMAKIN	1921 PLAUDIT PL, LEXINGTON, KY 40509	859-543-9320
ALLAN P NAHRA	3765 PALOMAR CENTRE DRIVE, LEXINGTON, KY 40513	859-223-8811
ALLAN P NAHRA	1962 HARRODSBURG RD, LEXINGTON, KY 40503-1256	859-277-4277
MARK R PRATER	735 NW WILKINSON BLVD, LIBERTY, KY 42539	606-787-8614
REGAN GIST HEINRICH	HWY 192 & USH 25 S, LONDON, KY 40741	606-864-8778
REGAN GIST HEINRICH	170 W DANIEL BOONE PKY, LONDON, KY 40741	606-864-9702
REGAN GIST HEINRICH	1804 N MAIN ST, LONDON, KY 40741	606-878-8255
TOM HUTCHISON	US-23 NEW AND ROUTE 3, LOUISA, KY 41230	606-638-3336
ARTHUR DAVENPORT	6701 DIXIE HWY, LOUISVILLE, KY 40258	502-933-4616
ARTHUR DAVENPORT	8600 DIXIE HWY, LOUISVILLE, KY 40258-1002	502-935-2762
ARTHUR DAVENPORT	6400 GREENWOOD RD, LOUISVILLE, KY 40258	502-937-2880
DAVID A GATTI	4940 BROWNSBORO RD, LOUISVILLE, KY 40222-6438	502-426-5996
DAVID A GATTI	KOSAIR CHILDREN'S HOSPITAL, LOUISVILLE, KY 40202-3800	502-629-8433
DAVID A GATTI	3100 POPLAR LEVEL RD, LOUISVILLE, KY 40217	502-636-3229
GUY GOMEZ	3350 PRESTON HWY, LOUISVILLE, KY 40213-1359	502-368-7940
PERRY L KRAUSE	9254 WESTPORT RD, LOUISVILLE, KY 40241	502-426-2692
PERRY L KRAUSE	1245 BARDSTOWN RD, LOUISVILLE, KY 40204-1303	502-459-3475
PERRY L KRAUSE	2314 BROWNSBORO RD, LOUISVILLE, KY 40206	502-721-9055
PERRY L KRAUSE	287 N HUBBARDS LN, LOUISVILLE, KY 40207	502-897-0963
IRA JEAN SALLS	7101 CEDAR SPRING BLVD (W*M #3294), LOUISVILLE, KY 40291	502-231-6566
IRA JEAN SALLS	4306 BARDSTOWN RD, LOUISVILLE, KY 40220	502-491-8640
IRA JEAN SALLS	8600 CITADEL WAY, LOUISVILLE, KY 40220	502-491-8852
IRA JEAN SALLS	6214 OLD SHEPHERDSVILLE RD, LOUISVILLE, KY 40228	502-961-8678

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEPHEN C STRATTON	2800 OUTER LOOP, LOUISVILLE, KY 40219-3548	502-966-2222
FRANK WARD	12414 LA GRANGE RD, LOUISVILLE, KY 40245	502-241-0930
FRANK WARD	12341 SHELBYVILLE RD, LOUISVILLE, KY 40243-1472	502-245-1717
FRANK WARD	3820 RUCKRIEGEL PWKY, LOUISVILLE, KY 40299	502-261-9939
FRANK WARD	11600 BLUE GRASS PKY, LOUISVILLE, KY 40299	502-267-5536
FRANK WARD	1212 W BROADWAY, LOUISVILLE, KY 40203-2056	502-584-7446
FRANK WARD	2720 W BROADWAY, LOUISVILLE, KY 40211	502-778-7110
FRANK WARD	3005 FERN VALLEY RD, LOUISVILLE, KY 40213-3521	502-966-4749
STEPHANIE J YOUNG	2209 TAYLORSVILLE RD, LOUISVILLE, KY 40205	502-454-6806
STEPHANIE J YOUNG	420 E MARKET ST, LOUISVILLE, KY 40202-1113	502-583-8400
STEPHANIE J YOUNG	998 BRECKENRIDGE LN, LOUISVILLE, KY 40207	502-721-7781
STEPHANIE J YOUNG	9901 ORMSBY STATION ROAD, LYNDON, KY 40223	502-326-5191
REGAN GIST HEINRICH	HWY 421 & MUDDY GAP RD, PO BOX 707, MANCHESTER, KY 40962	606-598-2161
JOSEPH P MCENANEY	129 N MAIN ST, MARION, KY 42064	270-965-5866
BOB HUTCHISON	12575 MAIN ST, MARTIN, KY 41649	606-285-0723
MICHAEL C LOVE	1006 CUBA RD, MAYFIELD, KY 42066-3268	270-247-4780
TIMOTHY J CASCIO	902 US 68, MAYSVILLE, KY 41056	606-564-3319
LYNN E JIMISON	495 NORTH 12TH STREET, MIDDLESBORO, KY 40965	606-248-0449
LYNN E JIMISON	3615 W CUMBERLAND AVE, MIDDLESBORO, KY 40965	606-248-5945
DAVID BRANSCUM	1560 N MAIN ST, MONTICELLO, KY 42633-2047	606-348-6540
GERALD F HEALY, III	1690 FLEMING ROAD (I 64 & SR 32) STO, MOREHEAD, KY 40351	606-780-4927
GERALD F HEALY, III	402 FEMINGSBURG RD, MOREHEAD, KY 40351	606-784-6211
VINCENT C TANNER	1174 S. MAIN STREET, MORGANTOWN, KY 42261	270-526-6333
GERALD F HEALY, III	642 MAYSVILLE RD, MT. STERLING, KY 40353	859-498-1530
GERALD F HEALY, III	3060 OWINGSVILLE ROAD, MT. STERLING, KY 40353	859-498-2431
BRAD S PARK	1035 RICHMOND ST, MT. VERNON, KY 40456	606-256-3753
THOMAS R BURRELL	100 OLD MAIN ST, MUNFORDVILLE, KY 42765	270-524-9200
MICHAEL C LOVE	107 N 12TH ST, MURRAY, KY 42071-1911	270-753-5548
ALLAN P NAHRA	100 IMPERIAL HWY, NICHOLASVILLE, KY 40356-2502	859-885-4100
TYLER A NAHRA	100 E BRANNON RD, NICHOLASVILLE, KY 40356	859-245-1131
TYLER A NAHRA	100 S HENDREN WAY, NICHOLASVILLE, KY 40356	859-881-1573
HOWARD E LARSON, II	8190 PEMBROKE, OAK GROVE, KY 42262	270-439-2393
HOWARD E LARSON, II	101 AUBURN ST, OAK GROVE, KY 42262	270-640-6322
NICOLE PERRY TOPPER	720 E. TOM T. HALL BLVD, OLIVE HILL, KY 41164	606-286-0203
GRANT GROEN	506 SOUTH MAIN ST, OWENTON, KY 40359	502-484-3900
GERALD F HEALY, III	I-64 STATE ROUTE 36, OWINGSVILLE, KY 40360	606-674-3989
MICHAEL C LOVE	2627 JACKSON ST, PADUCAH, KY 42001	270-442-1833
MICHAEL C LOVE	3480 CLARKS RIVER RD, PADUCAH, KY 42001	270-443-8005
MICHAEL C LOVE	3955 HINKLEVILLE RD, PADUCAH, KY 42001	270-444-2044
MICHAEL C LOVE	2224 LONE OAK RD, PADUCAH, KY 42001	270-554-8876
BOB HUTCHISON	470 NORTH MAYO TRAIL (WM #1233), PAINTSVILLE, KY 41240-1806	606-789-3911
BOB HUTCHISON	305 NORTH MAYO TRAIL, PAINTSVILLE, KY 41240	606-789-6989
GERALD F HEALY, III	101 REINHOLD ST, PARIS, KY 40361-1019	859-987-6115
GEORGE SALIBA	487 PENDLETON RD, PENDLETON, KY 40055	502-743-9911
TOM HUTCHISON	U.S. ROUTE 23, PIKEVILLE, KY 41501	606-432-4395
TOM HUTCHISON	190 CASSADY BLVD, PIKEVILLE, KY 41501	606-432-8848
TOM HUTCHISON	101 BAIRD AVE., PIKEVILLE, KY 41501	606-437-4836
LYNN E JIMISON	630 KENTUCKY AVE, PINEVILLE, KY 40977	606-337-1505
BOB HUTCHISON	NORTH LAKE DRIVE, PRESTONSBURG, KY 41653	606-886-1223
TOM HUTCHISON	584 VILLAGE DR, PRESTONSBURG, KY 41653	606-886-3442
JOSEPH P MCENANEY	205 HWY 62 W, PRINCETON, KY 42445-2404	270-365-2555
STEPHEN C STRATTON	5905 TIMBER RIDGE DR, PROSPECT, KY 40059	502-292-0755
JOSEPH P MCENANEY	140 USHY 41A, PROVIDENCE, KY 42450	270-667-9996
JEFFREY B PETER	110 S. DIXIE BLVD., U.S. 31 WEST, RADCLIFF, KY 40160	270-351-1400
JEFFREY B PETER	1165 WAL-MART WAY (W*M #1165), RADCLIFF, KY 40160	270-351-6229
JEFFREY B PETER	3120 S DIXIE BLVD, RADCLIFF, KY 40160	270-351-6230
REGAN GIST HEINRICH	1001 BRANDY LANE, RICHMOND, KY 40475	859-623-1210
REGAN GIST HEINRICH	485 EASTERN BY-PASS, RICHMOND, KY 40475	859-623-1428
REGAN GIST HEINRICH	864 EASTERN BY-PASS, RICHMOND, KY 40475	859-623-8864
WILLIAM NELSON MCMAKIN	3000 SIMPSON LANE, RICHMOND, KY 40475	859-625-9611
DAVID BRANSCUM	HWY 127/N RIDGE SPRING CTR, RUSSELL SPRINGS, KY 42642	270-866-7155
VICTOR A DONISI	100 ARMORY DR, RUSSELLVILLE, KY 42276-1602	270-726-2258
BOB HUTCHISON	222 E MOUNTAIN PKY, SALYERSVILLE, KY 41465	606-349-1611
PAUL G GROEN	976 HWY 1039, SANDERS, KY 41083	859-567-1216
BOB HUTCHISON	ROUTE 32, SANDY HOOK, KY 41171	606-738-6700
MICHAEL L BURRELL	359 GALLATIN RD, SCOTTSVILLE, KY 42164	270-237-5238
ULRIC B PETER	PO BOX 22 - US 60 HWY 53, SHELBYVILLE, KY 40066-0022	502-633-6516
ULRIC B PETER	PO BOX 1025, SHELBYVILLE, KY 40066-1025	502-647-5516
ULRIC B PETER	PO BOX 723 - SR44 & I-65, SHEPHERDSVILLE, KY 40165	502-543-4804
ALEXANDRIA L BURRELL	625 S MAIN ST, SMITH'S GROVE, KY 42171	270-563-9168
REGAN GIST HEINRICH	131 S HWY 27, SOMERSET, KY 42501-1783	606-678-5466
REGAN GIST HEINRICH	4000 S HWY 27, SOMERSET, KY 42502	606-679-6687
STEPHEN R SCHWARZ	804 BARDSTOWN RD, SPRINGFIELD, KY 40069	859-336-2080
DAVID A GATTI	5015 SHELBYVILLE RD, ST. MATTHEWS, KY 40207	502-896-2637
ALLAN P NAHRA	USHY 27 & 150 BYP, STANFORD, KY 40484	606-365-2186
GERALD F HEALY, III	385 FURNACE RD, STANTON, KY 40380	606-663-0501
ULRIC B PETER	555 TAYLORSVILLE RD, TAYLORSVILLE, KY 40071	502-477-7919

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
VICTOR A DONISI	508 N MAIN ST, TOMPKINSVILLE, KY 42167	270-487-1726
PAUL G GROEN	8530 USHY 42, UNION, KY 41042	859-525-1500
BRUCE A PARSLEY	AA HIGHWAY AT SHELTON STREET, VANCEBURG, KY 41179	606-796-0800
JOSEPH A GRAVISS	102 UNITED DRIVE, VERSAILLES, KY 40383-1467	859-873-5720
ULRIC B PETER	1940 WADDY ROAD - I-64 EXIT 43, WADDY, KY 40076	502-829-5050
PAUL G GROEN	306 RICHWOOD RD, WALTON, KY 41094-9521	859-485-1572
PAUL G GROEN	225 MARY GRUBB'S HWY, WALTON, KY 41094	859-485-4800
BOB HUTCHISON	1640 W MAIN ST, WEST LIBERTY, KY 41472	606-743-7800
KENNETH PATULA	PO BOX 805 (709 CUMBERLAND RD), WHITESBURG, KY 41858	606-633-9775
KEVIN HAILEY	1241 N. HWY 27, WHITLEY CITY, KY 42653	606-376-2400
JOHN JUDE FARIS	700 S 10TH ST, WILLIAMSBURG, KY 40769-1648	606-549-3920
GERALD F HEALY, III	1520 W LEXINGTON AVE, WINCHESTER, KY 40391	859-744-3493
RUDOLPH C MILLER	307 VETERANS MEMORIAL DR, ABBEVILLE, LA 70510	337-898-1474
GLENDIA STOCK	6021 OLD BOYCE RD, ALEXANDRIA, LA 71303	318-442-7414
GLENDIA STOCK	507 MACARTHUR DRIVE, ALEXANDRIA, LA 71301	318-443-6215
GLENDIA STOCK	4717 JACKSON STREET EXT., ALEXANDRIA, LA 71303-2506	318-448-3536
GLENDIA STOCK	3915 S MAC ARTHUR DR, ALEXANDRIA, LA 71302	318-448-8740
GLENDIA STOCK	211 4TH ST (SATELLITE), ALEXANDRIA, LA 71301	318-561-9789
ADAM O THOMAS	1015 W OAK ST, AMITE, LA 70422	985-748-9770
MICHAEL L RETZER JR	1196 HAZEL ST, ARCADIA, LA 70020	318-263-3997
JOHN C VALLUZZO	200 MAIN ST, BAKER, LA 70714	225-775-9128
HERBERT R HUTCHISON	2005 E MADISON, BASTROP, LA 71220-4070	318-281-8769
CHARLES L VALLUZZO	2220 S SHERWOOD FOREST BLVD, BATON ROUGE, LA 70816-8329	225-275-9032
CHARLES L VALLUZZO	6006 PLANK RD, BATON ROUGE, LA 70805-1324	225-355-9150
CHARLES L VALLUZZO	6910 AIRLINE HWY, BATON ROUGE, LA 70805-4707	225-356-9328
CHARLES L VALLUZZO	5224 FLORIDA BLVD, BATON ROUGE, LA 70806-4127	225-924-9762
CHARLES L VALLUZZO	4615 PERKINS RD, BATON ROUGE, LA 70808-3038	225-924-9822
CHRISTOPHER C VALLUZZO	8869 JEFFERSON HWY, BATON ROUGE, LA 70809	225-216-7774
CHRISTOPHER C VALLUZZO	11989 HOOPER RD, BATON ROUGE, LA 70818	225-261-9776
CHRISTOPHER C VALLUZZO	10200 SULLIVAN RD (W*M #3288), BATON ROUGE, LA 70818	225-262-7433
CHRISTOPHER C VALLUZZO	13146 FLORIDA AVE, BATON ROUGE, LA 70819	225-275-9086
CHRISTOPHER C VALLUZZO	5464 ESSEN LN, BATON ROUGE, LA 70809-3546	225-766-9145
CHRISTOPHER C VALLUZZO	4215 NICHOLSON DR, BATON ROUGE, LA 70820	225-769-5291
CHRISTOPHER C VALLUZZO	9755 AIRLINE HWY, BATON ROUGE, LA 70816-8101	225-924-9027
JOHN C VALLUZZO	10330 COURSEY, BATON ROUGE, LA 70816	225-291-2244
JOHN C VALLUZZO	720 GOVERNMENT ST, BATON ROUGE, LA 70802-6027	225-383-6478
JOHN C VALLUZZO	149 85 AIRLINE HWY & HIGHLAND, BATON ROUGE, LA 70817	225-753-3535
JOHN C VALLUZZO	9959 PERKINS RD, BATON ROUGE, LA 70809	225-761-8607
JOHN C VALLUZZO	355 W LEE DR, BATON ROUGE, LA 70808	225-766-1405
JOHN C VALLUZZO	10501 BURBANK DR, BATON ROUGE, LA 70810	225-769-0172
JOHN C VALLUZZO	9470 GREENWELL SPRINGS RD, BATON ROUGE, LA 70814-2911	225-924-9874
JOHN C VALLUZZO	9350 CORTANA PL (W*M #839), BATON ROUGE, LA 70815	225-926-3820
JOHN C VALLUZZO	8009 FLORIDA BLVD, BATON ROUGE, LA 70806	225-926-8990
JOHN C VALLUZZO	STUDENT UNION BLDG - LSU BR CAMPUS, BATON ROUGE, LA 70803	225-338-0959
JOHN C VALLUZZO	12387 PLANK ROAD, BATON ROUGE, LA 70811	225-775-9084
NICHOLAS J VALLUZZO	4979 JONES CREEK RD, BATON ROUGE, LA 70817-1530	225-753-9139
NICHOLAS J VALLUZZO	2278 ONEAL LN, BATON ROUGE, LA 70816	225-754-7404
PATRICK C VALLUZZO	9980 FLORIDA BLVD, BATON ROUGE, LA 70815-1402	225-275-9206
PATRICK C VALLUZZO	7188 SIEGEN LN, BATON ROUGE, LA 70809-4533	225-293-9250
TERRY WILBURN	973 HWY 90 E (W*M #540), BAYOU VISTA, LA 70380	985-395-3030
TERRY WILBURN	1319 HWY 90 E, BAYOU VISTA, LA 70380	985-395-5590
ADAM O THOMAS	250 CUMBERLAND STREET, BOGALUSA, LA 70427	985-732-3973
SUSAN L CHRISMAN	210 BENTON RD, BOSSIER CITY, LA 71111-4702	318-742-1829
SUSAN L CHRISMAN	1980 AIRLINE HWY, BOSSIER CITY, LA 71112-2447	318-742-2355
SUSAN L CHRISMAN	4590 E TEXAS ST, BOSSIER CITY, LA 71111-2934	318-742-4010
SUSAN L CHRISMAN	2571 VIKING DR, BOSSIER CITY, LA 71111-2103	318-747-7458
ROY L GRIGGS	4010 BARKSDALE BLVD, BOSSIER CITY, LA 71112-3902	318-742-7542
EDWARD J KRAMPE, JR	465 MILLS AVE, BREAUX BRIDGE, LA 70517	337-332-5947
CHRISTOPHER J KRAMPE	4105 HWY 90 E, BROUSSARD, LA 70518	337-839-0401
LAWRENCE MILLER	123 SAINT NAZAIRE RD (WM#415), BROUSSARD, LA 70518	337-837-5944
JOHN C VALLUZZO	801 S VAUGHN, BRUSLY, LA 70719	225-749-7112
CHRISTOPHER J KRAMPE	616NW MAIN ST, BUNKIE, LA 71322	318-346-9000
CHRISTOPHER J KRAMPE	925 VETERANS DRIVE, CARENCRO, LA 70520	337-886-1116
ADAM O THOMAS	3401 PARIS ROAD, CHALMETTE, LA 70043	504-279-7633
ADAM O THOMAS	8319 WEST JUDGE PEREZ, CHALMETTE, LA 70043	504-682-2610
EDWARD J KRAMPE, III	150 E PLAQUEMINE STREET (HWY 35), CHURCH POINT, LA 70525	337-684-0434
JOHN C VALLUZZO	9179 HWY 67, CLINTON, LA 70722	225-683-9514
TONY E GILLEY	7535 USHY 165, COLUMBIA, LA 71418	318-649-8811
ADAM O THOMAS	73005 HIGHWAY 25, COVINGTON, LA 70435	985-809-6803
ADAM O THOMAS	880 HWY 190 (W*M #541), COVINGTON, LA 70433	985-871-9509
JAMAR THROWER	70345 HWY 21, COVINGTON, LA 70433-7150	985-875-0152
JAMAR THROWER	71325 HWY 1077, COVINGTON, LA 70433	985-893-2561
EDWARD J KRAMPE, JR	2026 N. PARKERSON AVE, CROWLEY, LA 70526-2336	337-788-0577
ANTHONY J HERQUES, JR.	355 HWY 3162, CUT OFF, LA 70345	985-325-3001
ANTHONY J HERQUES, JR.	14018 W MAIN ST, CUT OFF, LA 70345	985-798-7702
CHRISTOPHER C VALLUZZO	202 SE FLORIDA BLVD, DENHAM SPRINGS, LA 70726-3729	225-665-9096
JOHN C VALLUZZO	110 RUSHING RD, DENHAM SPRINGS, LA 70726-7842	225-665-9287

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN C VALLUZZO	31707 HWY 16, DENHAM SPRINGS, LA 70726	225-791-4002
DOUGLAS B GEHRIG	601 E 4TH ST, DEQUINCY, LA 70633	337-786-3800
AJAY K PATEL	425 N. PINE STREET, DERIDDER, LA 70634	337-462-1555
CHRISTOPHER C VALLUZZO	3009 ORMOND BLVD, DESTREHAN, LA 70047	985-725-1021
JOHN C VALLUZZO	412 MARCHAND DR, DONALDSONVILLE, LA 70346-3328	225-473-6380
AJAY K PATEL	2101 W LAUREL AVE, EUNICE, LA 70535	337-546-0081
HERBERT R HUTCHISON	707 N MAIN ST, FARMERVILLE, LA 71241	318-368-9700
LAWRENCE MILLER	1900 MAIN ST, FRANKLIN, LA 70538	337-828-1863
ADAM O THOMAS	702 WASHINGTON ST, FRANKLINTON, LA 70438-1790	985-795-9556
JOHN C VALLUZZO	13496 HIGHWAY 73, GEISMAR, LA 70734	225-673-9227
CHRISTOPHER C VALLUZZO	915 N AIRLINE HWY, GONZALES, LA 70737-3020	225-644-6093
JOHN C VALLUZZO	1939 W HWY 30, GONZALES, LA 70737-5112	225-647-8824
CHRISTOPHER C VALLUZZO	LA HWY 3125, GRAMERCY, LA 70052	225-869-5070
CHRISTOPHER J KRAMPE	1704 I-49 N. SERVICE ROAD, GRAND COTEAU, LA 70541	337-662-3734
TERRY WILBURN	4202 W MAIN, GRAY, LA 70359-9502	985-879-1396
JOYCE E COLIN	1212 STUMPF BLVD, GRETNA, LA 70053	504-362-0635
LOUIS COLIN	501 WESTBANK EXPRESSWAY, GRETNA, LA 70053-5620	504-258-3270
ADAM O THOMAS	43133 S. AIRPORT ROAD, HAMMOND, LA 70403	985-340-2952
ADAM O THOMAS	3009 HWY 190 W, HAMMOND, LA 70401	985-542-0568
ADAM O THOMAS	1750 SW RAILROAD AVE, HAMMOND, LA 70401	985-542-7335
ADAM O THOMAS	1913 N MORRISON BLVD, HAMMOND, LA 70401	985-902-9911
MAURICE BROWN	3407 LAPALCO BLVD, HARVEY, LA 70058-1131	504-347-2771
SUSAN L CHRISMAN	999 USHY 80, HAUGHTON, LA 71037-8885	318-949-8204
JOHNNIE B MARKS	2999 GRANDPOINT HWY, HENDERSON, LA 70517	337-332-0026
MICHAEL L RETZER JR	910 W MAIN ST, HOMER, LA 71040	318-927-1030
ANTHONY J HERQUES, JR.	3001 BARROW ST, HOUMA, LA 70360	985-223-2477
ANTHONY J HERQUES, JR.	1621 PROSPECT RD, HOUMA, LA 70363-3735	985-851-6692
ANTHONY J HERQUES, JR.	1540 GRAND CAILLOU RD, HOUMA, LA 70363	985-868-0696
ANTHONY J HERQUES, JR.	933 GRAND CAILLOU RD (W*M #3483), HOUMA, LA 70363	985-868-4889
ANTHONY J HERQUES, JR.	6219 W. PARK AVENUE, HOUMA, LA 70364	985-868-6593
ANTHONY J HERQUES, JR.	1709 MARTIN LUTHER KING BLVD, HOUMA, LA 70364	985-876-3662
DOUGLAS B GEHRIG	715 N THOMPSON, IOWA, LA 70647	337-582-4040
ANTHONY J HERQUES, JR.	1151 S. CLEARVIEW PKWY @ BLOOMFIELD, JEFFERSON, LA 70121	504-733-1421
TONY E GILLEY	406 E OAK ST, JENA, LA 71342	318-992-5900
AJAY K PATEL	1740 ELTON RD, JENNINGS, LA 70546-3632	337-824-9454
TONY E GILLEY	304 E MAIN ST, JONESBORO, LA 71251-3204	318-259-2623
LAWRENCE MILLER	503 E 1ST ST, KAPLAN, LA 70548-5012	337-643-8110
CHRISTOPHER BARDELL	300 W ESPLANADE AVE(W*M 1342), KENNER, LA 70065	504-466-5256
CHRISTOPHER BARDELL	3013 LOYOLA DR, KENNER, LA 70065	504-472-0459
MAURICE BROWN	2126 AIRLINE HWY, KENNER, LA 70062-6749	504-579-6243
ROBIN A QUADROS	2145 VETERANS MEMORIAL BLVD, KENNER, LA 70062-4002	504-458-5533
ROBIN A QUADROS	1309 W ESPLANADE AVE, KENNER, LA 70065-2744	504-458-5533
AJAY K PATEL	14342 HWY 165, KINDER, LA 70648	337-738-3434
CHRISTOPHER C VALLUZZO	4297 MAIN ST, LA PLACE, LA 70068-5944	985-652-5171
JOHN C VALLUZZO	1608 W AIRLINE, LA PLACE, LA 70068-3331	985-652-2600
JOHN C VALLUZZO	1616 WEST AIRLINE HWY, LA PLACE, LA 70068	985-652-4822
CHRISTOPHER J KRAMPE	1737 N UNIVERSITY AVE, LAFAYETTE, LA 70507	337-269-0234
EDWARD J KRAMPE, III	2515 KALISTE SALOOM, LAFAYETTE, LA 70508	337-989-2750
EDWARD J KRAMPE, III	6801 JOHNSTON ST, LAFAYETTE, LA 70503	337-993-3112
EDWARD J KRAMPE, JR	812 AMBASSADOR CAFFERY, LAFAYETTE, LA 70506	337-233-0689
EDWARD J KRAMPE, JR	1430 NE EVANGELINE THWY, LAFAYETTE, LA 70501	337-233-8693
EDWARD J KRAMPE, JR	2600 W PINHOOK, LAFAYETTE, LA 70508	337-234-2035
EDWARD J KRAMPE, JR	1522 JOHNSTON ST, LAFAYETTE, LA 70503	337-234-5718
EDWARD J KRAMPE, JR	4555 JOHNSON ST, LAFAYETTE, LA 70503	337-984-8028
JOHNNIE B MARKS	3201 LOUISIANA AVE., LAFAYETTE, LA 70501	337-264-0479
DOUGLAS B GEHRIG	2500 N HIGHWAY 171 (W*M #521), LAKE CHARLES, LA 70615	337-433-4603
DOUGLAS B GEHRIG	2602 BROAD ST, LAKE CHARLES, LA 70615	337-433-8622
DOUGLAS B GEHRIG	4505 NELSON RD, LAKE CHARLES, LA 70605	337-474-4040
DOUGLAS B GEHRIG	4212 RYAN ST, LAKE CHARLES, LA 70605	337-478-4584
DOUGLAS B GEHRIG	625 E PRIEN LAKE RD, LAKE CHARLES, LA 70601-8611	337-478-5622
AJAY K PATEL	US HIGHWAY 171 SOUTH, LEESVILLE, LA 71446	337-238-1555
ANTHONY J HERQUES, JR.	12663 US HWY 90, LULING, LA 70070	985-785-1440
JAMAR THROWER	4575 LASALLE ST, MANDEVILLE, LA 70448-6412	985-626-7366
RORY MESSICK	411 S WASHINGTON, MANSFIELD, LA 71052	318-872-1313
EDWARD J KRAMPE, III	110 SLIM LEMOINE RD, MANSURA, LA 71350	318-253-4985
RORY MESSICK	295 SAN ANTONIO AVE, MANY, LA 71449	318-256-0047
CHRISTOPHER BARDELL	4810 LAPALCO BLVD (W*M #911), MARRERO, LA 70072-4326	504-341-7028
ADAM O THOMAS	4202 E JUDGE PEREZ DR, MERAUX, LA 70075	504-684-3774
CHRISTOPHER BARDELL	LAKESIDE MALL 3301 VETERANS MEMORIAL BLV, METAIRIE, LA 70002-7657	504-834-3205
CHRISTOPHER BARDELL	301 VETERANS HWY, METAIRIE, LA 70005-3007	504-835-6437
CHRISTOPHER BARDELL	3313 CLEARY AVE, METAIRIE, LA 70002-5607	504-885-4762
CHRISTOPHER BARDELL	5315 VETERANS MEMORIAL BLVD, METAIRIE, LA 70003-1725	504-888-5174
CHRISTOPHER BARDELL	3532 SEVERN AVE, METAIRIE, LA 70002-6574	504-889-2559
ANTHONY J HERQUES, JR.	2700 AIRLINE DR, METAIRIE, LA 70002	504-219-1959
ANTHONY J HERQUES, JR.	701 CLEARVIEW PKY, METAIRIE, LA 70001	504-828-5266
SUSAN L CHRISMAN	303 HOMER RD, MINDEN, LA 71055-2833	318-371-0688
TONY E GILLEY	1406 N 18TH ST, MONROE, LA 71201-4912	318-323-3872

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TONY E GILLEY	4095 STERLINGTON ROAD, MONROE, LA 71203	318-327-5523
TONY E GILLEY	1614 STERLINGTON RD, MONROE, LA 71203-3507	318-343-0515
TONY E GILLEY	1616 MARTIN LUTHER KING JR DR, MONROE, LA 71202	318-387-5546
HERBERT R HUTCHISON	8023 DESIARD HWY, MONROE, LA 71203-4939	318-345-2147
TERRY WILBURN	6387 USHY 90 E, MORGAN CITY, LA 70380	985-385-5002
TERRY WILBURN	10183 HWY 90 E, MORGAN CITY, LA 70380	985-631-0510
DOUGLAS B GEHRIG	293 SAM HOUSTON JONES PKY, MOSS BLUFF, LA 70611	337-855-7300
RORY MESSICK	304 KEYSER AVENUE, NATCHITOCHE, LA 71457	318-352-7474
RORY MESSICK	5336 HWY 6, NATCHITOCHE, LA 71457	318-357-1570
LAWRENCE MILLER	1205 E ADMIRAL DOYLE DR (WALMART #0533), NEW IBERIA, LA 70511	337-364-6237
LAWRENCE MILLER	1501 CENTER ST, NEW IBERIA, LA 70560	337-365-5738
LAWRENCE MILLER	927 E MAIN ST, NEW IBERIA, LA 70560-3827	337-365-8438
LAWRENCE MILLER	2518 W OLD SPANISH TRAIL, NEW IBERIA, LA 70560	337-560-4331
CHRISTOPHER BARDELL	2757 CANAL ST, NEW ORLEANS, LA 70119-5501	504-309-0908
CHRISTOPHER BARDELL	1918 N BROAD ST, NEW ORLEANS, LA 70119-1848	504-324-3531
CHRISTOPHER BARDELL	711 CANAL ST, NEW ORLEANS, LA 70130	504-525-4560
CHRISTOPHER BARDELL	934 CANAL ST, NEW ORLEANS, LA 70112-2504	504-587-1377
HENRY COAXUM JR	6005 BULLARD RD, NEW ORLEANS, LA 70128	504-240-4041
HENRY COAXUM JR	10001 I 10 SERVICE ROAD, NEW ORLEANS, LA 70127-2719	504-248-5764
HENRY COAXUM JR	1901 TCHOUPITOULAS (W*M #5022), NEW ORLEANS, LA 70130-1915	504-566-7182
HENRY COAXUM JR	3321 SAINT CHARLES AVE, NEW ORLEANS, LA 70115-4533	504-891-8323
HENRY COAXUM JR	2856 S CLAIBORNE, NEW ORLEANS, LA 70125-3932	504-894-8691
HENRY COAXUM JR	2609 SAINT CLAUDE AVE, NEW ORLEANS, LA 70117-7248	504-943-3494
HENRY COAXUM JR	3025 ELYSIAN FIELDS AVE, NEW ORLEANS, LA 70122-3626	504-948-8666
LOUIS COLIN	3250 GENERAL DEGAULLE DR, NEW ORLEANS, LA 70114-6709	504-258-3270
LOUIS COLIN	4589 GENERAL MEYER AVE, NEW ORLEANS, LA 70131	504-392-2440
LLOYD HUGH MORRIS	4240 LOUISA ST, NEW ORLEANS, LA 70126-5009	504-944-1712
TERRY SCOTT	3443 S CARROLLTON, NEW ORLEANS, LA 70118	504-259-4626
CHRISTOPHER C VALLUZZO	1932 HOSPITAL RD, NEW ROADS, LA 70760	225-638-3877
TONY E GILLEY	708 S. CONSTITUTION AVE., OAK GROVE, LA 71263	318-428-3251
AJAY K PATEL	159 HWY 165 S, OAKDALE, LA 71463-2812	318-335-2023
EDWARD J KRAMPE, JR	1206 CRESWELL LN, OPELOUSAS, LA 70570-7813	337-948-9169
ANTHONY J HERQUES, JR.	PARADIS LA - 15255 US HWY 90 (STO), PARADIS, LA 70080	985-758-3339
RAYMOND E MASKER, JR.	64121 HWY. 1090, PEARL RIVER, LA 70452	985-863-2314
JOHNNIE B MARKS	2711 HWY 28 E, PINEVILLE, LA 71360-5712	318-487-1315
JOHNNIE B MARKS	3313 MONROE HWY, PINEVILLE, LA 71360-4106	318-640-2944
CHRISTOPHER C VALLUZZO	24520 HWY 1, PLAQUEMINE, LA 70764-4170	225-687-2115
ADAM O THOMAS	810 PINE ST, PONCHATOULA, LA 70454	985-370-4610
CHRISTOPHER C VALLUZZO	12724 USHY 190, PORT ALLEN, LA 70767	225-627-6013
JOHN C VALLUZZO	150 N LOBDELL HWY, PORT ALLEN, LA 70767-4170	225-387-9784
CRYSTAL R VALLO	17634 USHY 190 E, PORT BARRE, LA 70577	337-585-4270
CHRISTOPHER C VALLUZZO	HWY 427 (W*M 5056), PRAIRIEVILLE, LA 70769	225-673-3687
CHRISTOPHER C VALLUZZO	17170 AIRLINE HWY, PRAIRIEVILLE, LA 70769	225-744-4343
ANTHONY J HERQUES, JR.	4850 LA HWY 1, RACELAND, LA 70394	985-532-8003
EDWARD J KRAMPE, JR	1026 CHURCH POINT HWY, RAYNE, LA 70578	337-334-7821
TONY E GILLEY	141 MAXWELL ST, RAYVILLE, LA 71269	318-728-2133
ANTHONY J HERQUES, JR.	9601 JEFFERSON HWY, RIVER RIDGE, LA 70123	504-579-6243
TONY E GILLEY	400 S TRENTON, RUSTON, LA 71270	318-254-1200
TONY E GILLEY	301 N SERVICE RD E, RUSTON, LA 71270-2806	318-255-5621
JOHN C VALLUZZO	1544 HARDING BLVD, SCOTLANDVILLE, LA 70807-5440	225-775-5345
CHRISTOPHER J KRAMPE	700 I-10 SOUTH FRONTAGE ROAD, SCOTT, LA 70583	337-504-4403
KURT JOSEPH GEHL	1601 N MARKET STREET, SHREVEPORT, LA 71107	318-222-6151
KURT JOSEPH GEHL	3100 BERT KOUNS INDUSTRIAL LO, SHREVEPORT, LA 71118-2924	318-687-0407
KURT JOSEPH GEHL	1302 SHREVEPORT BARKSDALE HWY, SHREVEPORT, LA 71105-2408	318-861-2532
KURT JOSEPH GEHL	5849 N MARKET ST, SHREVEPORT, LA 71107	318-929-4126
ROY L GRIGGS	5920 LINE AVE, SHREVEPORT, LA 71106-2038	318-219-7473
ROY L GRIGGS	1100 KINGS HWY, SHREVEPORT, LA 71104	318-221-5179
ROY L GRIGGS	7000 MANSFIELD RD, SHREVEPORT, LA 71108-5202	318-603-2039
ROY L GRIGGS	3610 GREENWOOD RD, SHREVEPORT, LA 71109-5108	318-638-8105
ROY L GRIGGS	8996 MANSFIELD RD, SHREVEPORT, LA 71108-2128	318-686-6803
ROY L GRIGGS	6705 PINES RD, SHREVEPORT, LA 71129-2511	318-687-2223
ROY L GRIGGS	395 BERT KOUNS INDUSTRIAL LOO, SHREVEPORT, LA 71106-8124	318-688-5578
ROY L GRIGGS	1635 E BERT KOUNS, SHREVEPORT, LA 71105	318-797-7667
ROY L GRIGGS	6205 YOUREE DR, SHREVEPORT, LA 71105-4417	318-797-8327
RAYMOND E MASKER III	100 BROWNSWITCH RD, SLIDELL, LA 70458-1006	985-646-1081
RAYMOND E MASKER III	3096 GAUSE BLVD E, SLIDELL, LA 70461	985-781-6644
RAYMOND E MASKER, JR.	3301 PONCHARTRAIN DRIVE, SLIDELL, LA 70458	985-639-1540
RAYMOND E MASKER, JR.	1625 GAUSE RD, SLIDELL, LA 70458-2209	985-641-5847
RAYMOND E MASKER, JR.	39142 NATCHEZ (W*M #553), SLIDELL, LA 70461	985-646-2086
RAYMOND E MASKER, JR.	370 VOTERS RD, SLIDELL, LA 70461-3520	985-649-6077
RAYMOND E MASKER, JR.	2190 GAUSE BLVD W, SLIDELL, LA 70460	985-781-3080
CHRISTOPHER C VALLUZZO	7150A HIGHWAY 22, SORRENTO, LA 70778	225-675-8056
AJAY K PATEL	1405 FORT POLK ENTRANCE ROAD, SOUTH FORT POLK, LA 71459	337-537-0366
STEVE MONTGOMERY	1104 S ARKANSAS ST, SPRINGHILL, LA 71075-3824	318-539-2400
JOHN C VALLUZZO	6899 US HWY 61, ST. FRANCISVILLE, LA 70775	225-635-9300
LAWRENCE MILLER	2020 MAIN ST, ST. MARTINVILLE, LA 70582-3640	337-394-5214
DOUGLAS B GEHRIG	1609 S RUTH ST, SULPHUR, LA 70663-4905	337-527-9816

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DOUGLAS B GEHRIG	297 N CITY SERVICE HWY, SULPHUR, LA 70663-5421	337-625-3745
TONY E GILLEY	1601 HWY 65 S, TALLULAH, LA 71282-4808	318-574-3313
TERRY WILBURN	1715 SAINT MARY ST, THIBODAU, LA 70301	985-446-5500
TERRY WILBURN	1020 SOUTH ACADIA ROAD, THIBODAU, LA 70301	985-447-3632
TERRY WILBURN	307 N CANAL BLVD, THIBODAU, LA 70301-2912	985-448-1727
GARY R SMALL	1600 CARTER ST, VIDALIA, LA 71373	318-336-8080
EDWARD J KRAMPE, III	321 TATE COVE RD, VILLE PLATTE, LA 70586	337-363-7912
CHARLES L VALLUZZO	27951 WALKER SOUTH RD, WALKER, LA 70785	225-665-2829
TONY E GILLEY	201 BRIDGE ST, WEST MONROE, LA 71291	318-387-2879
TONY E GILLEY	202 THOMAS RD, WEST MONROE, LA 71291-7361	318-388-2227
TONY E GILLEY	1025 GLENWOOD DR (W'M #307), WEST MONROE, LA 71291	318-388-4578
TONY E GILLEY	150 WELL RD, WEST MONROE, LA 71291-4912	318-396-4543
DOUGLAS B GEHRIG	1603 SAMPSON ST, WESTLAKE, LA 70669-4013	337-436-6922
TONY E GILLEY	103 HWY 84 W, WINNFELD, LA 71483	318-628-3134
TONY E GILLEY	3330 FRONT ST, WINNSBORO, LA 71295	318-435-4099
EDWARD J KRAMPE, III	2814 E MILTON AVE, YOUNGSHVILLE, LA 70592-5349	337-856-8125
CHARLES L VALLUZZO	5240 MAIN ST, ZACHARY, LA 70791-3952	225-654-7903
DAVID C HAMILTON	828 MINOT AVE, AUBURN, ME 04210	207-333-3338
DAVID C HAMILTON	138 CENTER ST, AUBURN, ME 04210	207-376-4552
ARTHUR R ORTINS	209 WESTERN AVE, AUGUSTA, ME 04330	207-622-2121
ARTHUR R ORTINS	85-87 BANGOR ST, AUGUSTA, ME 04330	207-623-2699
GARY L ECKMANN	632 BROADWAY, BANGOR, ME 04401	207-942-0292
GARY L ECKMANN	665 HOGAN RD, BANGOR, ME 04401	207-942-7567
GARY M ECKMANN	1105 UNION ST, BANGOR, ME 04401	207-262-9777
GARY M ECKMANN	441 MAIN ST, BANGOR, ME 04401	207-942-5507
JOSEPH J BREISACHER	2 CHANDLER DR, BATH, ME 04530	207-443-4137
DOUGLAS G QUAGLIAROLI	282 MAIN ST, BELFAST, ME 04915	207-930-3670
ROBERT V HOGAN	388 ELM ST, BIDDEFORD, ME 04005	207-282-4650
GARY L ECKMANN	525 WILSON ST, BREWER, ME 04412	207-989-6466
EDWARD H ROETMAN	NULL WILLETT RD, BRIDGTON, ME 04009	207-647-9636
JOSEPH J BREISACHER	11 GURNET RD, BRUNSWICK, ME 04011	207-729-4416
RONALD LYDICK	154 PLEASANT ST, BRUNSWICK, ME 04011	207-725-0767
DOUGLAS G QUAGLIAROLI	141 US ROUTE 1, BUCKSPORT, ME 04416	207-469-6577
HEIDI D ABBOTONI	191 NORTH ST, CALAIS, ME 04619	207-454-3131
HEIDI D ABBOTONI	127 BENNETT DR, CARIBOU, ME 04736	207-498-2181
RONALD LYDICK	BUSINESS ROUTE 1, DAMARISCOTTA, ME 04543	207-563-8434
GARY L ECKMANN	1063 W MAIN ST, DOVER FOXCROFT, ME 04426	207-564-3631
DOUGLAS G QUAGLIAROLI	259 HIGH STREET, ELLSWORTH, ME 04605	207-610-1651
EDITH ANNE S LYDICK	227 USHY 1, FALMOUTH, ME 04105	207-781-4118
PETER NAPOLI	303 MAIN ST, FARMINGTON, ME 04938	207-778-6213
JEAN MARC ALBERT	46 50 EAST MAIN ST, FORT KENT, ME 04743	207-834-7330
RONALD LYDICK	11 MALLET DR, FREEPORT, ME 04032	207-865-9566
RONALD LYDICK	40 BRIDGE ST / IPO 116, GARDINER, ME 04345	207-582-4830
RONALD LYDICK	8 MAIN ST, GRAY, ME 04039	207-657-6300
HEIDI D ABBOTONI	110 NORTH ST, HOULTON, ME 04730	207-532-9500
PETER NAPOLI	RT 4 & COMMERICAL, JAY, ME 04239	207-897-5624
ROBERT V HOGAN	2 POST OFFICE SQ, KENNEBUNK, ME 04043	207-985-8790
PETER NAPOLI	335 US RTE 1, KITTERY, ME 03904	207-439-0301
DAVID C HAMILTON	1035 LISBON STREET, LEWISTON, ME 04240	207-783-6538
HEIDI D ABBOTONI	23 GODING AVE, LINCOLN, ME 04457	207-794-6100
DAVID C HAMILTON	ME ROUTE 196, LISBON FALLS, ME 04252	207-353-1655
DOUGLAS G QUAGLIAROLI	RT 1 DUBLIN ROAD, MACHIAS, ME 04654	207-255-4510
JEAN MARC ALBERT	180 W MAIN ST, MADAWASKA, ME 04756	207-728-6330
GARY L ECKMANN	SYCAMORE & BALSAM, MILLINOCKET, ME 04462	207-723-4900
ARTHUR R ORTINS	9 MOOSEHEAD TRL, NEWPORT, ME 04953	207-368-5644
DOUGLAS G QUAGLIAROLI	993 STILLWATER AVE, OLD TOWN, ME 04468	207-827-7593
EDITH ANNE S LYDICK	332 SAINT JOHN ST, PORTLAND, ME 04102	207-761-2817
SCOTT M LYDICK	1208 FOREST AVE, PORTLAND, ME 04103	207-797-4820
HEIDI D ABBOTONI	656 MAIN ST, PRESQUE ISLE, ME 04769	207-764-1383
RONALD LYDICK	60 CAMDEN ST, ROCKLAND, ME 04841	207-594-2311
PETER NAPOLI	1029 ROUTE 2, RUMFORD, ME 04276	207-369-9025
ROBERT V HOGAN	524 N MAIN, SACO, ME 04072	207-282-4247
JOHN H MARAGUS	1008 MAIN ST, SANFORD, ME 04073	207-324-2177
JOHN H MARAGUS	1439 MAIN STREET, SANFORD, ME 04073	207-490-4488
ROBERT V HOGAN	221 USHY 1, SCARBOROUGH, ME 04074	207-883-4840
ARTHUR R ORTINS	189 MADISON AVE, SKOWHEGAN, ME 04976	207-474-8675
PETER NAPOLI	118 MAIN ST, SOUTH PARIS, ME 04281	207-743-7454
JAMES H NYGREN	419 GORHAM RD, SOUTH PORTLAND, ME 04106	207-761-2819
JAMES H NYGREN	150 WATERMAN DR, SOUTH PORTLAND, ME 04106	207-799-5840
RONALD LYDICK	158 NEW COUNTY ROAD, THOMASTON, ME 04861	207-596-7800
DAVID C HAMILTON	1 TOPSHAM FAIR MALL, TOPSHAM, ME 04086	207-729-5010
ARTHUR R ORTINS	336 MAIN ST, WATERVILLE, ME 04901	207-872-8212
ARTHUR R ORTINS	435 KENNEDY MEMORIAL DR, WATERVILLE, ME 04901	207-873-6366
ROBERT V HOGAN	992 POST RD, WELLS, ME 04090	207-646-5875
STEPHEN GOBLE	95 MAIN ST, WESTBROOK, ME 04092	207-854-1224
STEPHEN GOBLE	ROUTE 302, WINDHAM, ME 04062	207-892-3860
ARTHUR R ORTINS	9 CHINA RD, WINSLOW, ME 04901	207-873-6400

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOSEPH J BREISACHER	695 BATH ROAD UNIT 3, WISCASSET, ME 04578	207-882-7155
RONALD LYDICK	750 US RT 1, YARMOUTH, ME 04096	207-846-4633
MARSHALL D LOZINAK	330 S PHILADELPHIA BLVD, ABERDEEN, MD 21001	410-272-8150
MICHAEL LOZINAK	999 BEARDS HILL RD, ABERDEEN, MD 21001	410-272-7868
MICHAEL LOZINAK	404 CONSTANT FRIENDSHIP BLVD, ABINGDON, MD 21009	410-569-2977
GERALD GIMELSTOB	1941 WEST ST, ANNAPOLIS, MD 21401	410-266-8023
GERALD GIMELSTOB	897 BAY RIDGE RD, ANNAPOLIS, MD 21403	410-268-3889
GERALD GIMELSTOB	1464 RITCHIE HWY, ARNOLD, MD 21012	410-626-7433
CATHY BELL	4401 REISTERTOWN RD, BALTIMORE, MD 21215	410-578-4323
CATHY BELL	6005 LIBERTY RD, BALTIMORE, MD 21207	410-597-8689
CATHY BELL	1706 REISTERTOWN RD, BALTIMORE, MD 21208	410-653-5278
CATHY BELL	1011 N ROLLING RD, BALTIMORE, MD 21228	410-788-2700
CATHY BELL	5637 BALTIMORE NATIONAL PIKE, BALTIMORE, MD 21228	410-788-5089
DANITRA BELL	6650 SECURITY BOULEVARD, BALTIMORE, MD 21207	410-277-8572
DANITRA BELL	101 E BALTIMORE, BALTIMORE, MD 21202	410-547-8707
DANITRA BELL	3920 FALLS RD, BALTIMORE, MD 21211	410-662-9337
DANITRA BELL	4205-15 MORTIMER AVE, BALTIMORE, MD 21215	410-764-1739
DANITRA BELL	5045 RITCHIE HWY, BALTIMORE, MD 21225	410-789-5551
ORVILLE D BENNING	1655 BELMONT AVE, BALTIMORE, MD 21207	410-298-5300
ORVILLE D BENNING	101 W PATAPSCO AVE, BALTIMORE, MD 21225	410-354-0651
ORVILLE D BENNING	425 W BALTIMORE ST, BALTIMORE, MD 21201	410-727-7460
ORVILLE D BENNING	3249 FREDERICK AVE, BALTIMORE, MD 21229	410-945-8180
ORVILLE D BENNING	2501-13 W FRANKLIN STR, BALTIMORE, MD 21223	410-947-2001
JAMES M BOWER	3619 WILKINS AVE, BALTIMORE, MD 21229	410-368-6664
FRANK CAVA	200 E. PRATT SUITE 406, BALTIMORE, MD 21202	410-539-3134
JOSEPH L COX, IV	6540 EASTERN AVENUE, BALTIMORE, MD 21224	410-631-2719
BIRUL B DESAI	8227 LIBERTY RD, BALTIMORE, MD 21244	410-922-3247
THOMAS S HAYDEN	3223 WASHINGTON BLVD, BALTIMORE, MD 21230	410-247-6210
ROBERT A HOUCK	502 REISTERSTOWN RD, BALTIMORE, MD 21208	410-484-6261
CHRISTOPHER D MANN	205 BACK RIVER NECK RD, BALTIMORE, MD 21221	410-687-1133
R. RODMAN MANN	7734 WISE AVE, BALTIMORE, MD 21222	410-284-1560
R. RODMAN MANN	3954 N POINT BLVD, BALTIMORE, MD 21222	410-477-3954
MITCHELL MCPHERSON	25 N HOWARD ST, BALTIMORE, MD 21201	410-244-6231
MITCHELL MCPHERSON	4635-37 HARFORD RD, BALTIMORE, MD 21214	410-426-0557
MITCHELL MCPHERSON	6421 PETRIE WAY, BALTIMORE, MD 21237	410-687-6084
MITCHELL MCPHERSON	15 W NORTH AVE, BALTIMORE, MD 21201	410-837-6884
MITCHELL MCPHERSON	6315 KENWOOD AVE, BALTIMORE, MD 21237	410-866-3250
MITCHELL MCPHERSON	7500 PULASKI HWY, BALTIMORE, MD 21237	410-866-7308
MITCHELL MCPHERSON	1600 ARGONNE DR, BALTIMORE, MD 21218	410-889-5440
ANGELO V MONTANTE	1020 NORTHPOINT BLVD, BALTIMORE, MD 21224	410-282-1501
ANGELO V MONTANTE	5600 O'DONNELL STREET CUT OFF, BALTIMORE, MD 21224	410-633-1821
MICHAEL MONTANTE	3423 EASTERN BLVD, BALTIMORE, MD 21220	410-335-1177
SCOTT D RARDIN	2119 EASTERN BLVD, BALTIMORE, MD 21220	410-238-2494
SCOTT D RARDIN	2840 GREENMOUNT AVE, BALTIMORE, MD 21218	410-243-3969
SCOTT D RARDIN	6830 LOCH RAVEN BLVD, BALTIMORE, MD 21286	410-321-7623
SCOTT D RARDIN	5100 YORK RD, BALTIMORE, MD 21212	410-323-6010
SCOTT D RARDIN	6001 MORAVIA RD, BALTIMORE, MD 21206	410-483-6110
SCOTT D RARDIN	4526 ERDMAN AVE, BALTIMORE, MD 21213	410-483-9723
SCOTT D RARDIN	5713 BELAIR RD, BALTIMORE, MD 21206	410-488-2163
SCOTT D RARDIN	7309 MC CLEAN BLVD, BALTIMORE, MD 21234	410-882-9144
JEFF TAYLOR	2701 PORT COVINGTON (W*M #3507), BALTIMORE, MD 21230	410-625-3884
LAVERNE R VANCE	2001 N BROADWAY, BALTIMORE, MD 21213	410-342-0268
LAVERNE R VANCE	825 EAST FORT AVENUE, BALTIMORE, MD 21230-5117	410-385-5364
GEORGE ZOLMAN	1000 EASTERN BLVD, BALTIMORE, MD 21221	410-682-5586
FRANK CAVA	1906 EMMORTON RD, BEL AIR, MD 21014	410-569-0629
MICHAEL LOZINAK	2111 CHURCHVILLE RD, BEL AIR, MD 21015	410-836-2105
MICHAEL LOZINAK	CONOWINGO ROAD @ HICKORY BYPASS, BEL AIR, MD 21014	410-638-2967
THOMAS W BAXTER	10712 OCEAN GTWY, BERLIN, MD 21811	410-641-1133
DAVID W RARDIN	6219 GREEN BELT RD, BERWYN HEIGHTS, MD 20740	301-345-3117
KATHRYN B FOSTER	7101 DEMOCRACY BLVD, BETHESDA, MD 20817	301-365-5388
KATHRYN B FOSTER	5214 RIVER RD, BETHESDA, MD 20814	301-656-2037
ISAAC D GREEN	8901 WISCONSIN AVE, BETHESDA, MD 20814	301-564-9549
GERALD FAIR	THREE NOTCH ROAD & OLD ROLLING ROAD, CALIFORNIA, MD 20619	301-862-1625
RICHARD B HOFF	RTE 50/CEDAR ST, CAMBRIDGE, MD 21613	410-476-3508
ISAAC D GREEN	4777 MARLBORO PIKE, CAPITAL HEIGHTS, MD 20743	301-669-6401
LUIS C MATEOS	1701 RITCHIE STATION CT, CAPITAL HEIGHTS, MD 20743	301-808-0033
RONALD J GANTT	1420 ADDISON RD S, CAPITOL HEIGHTS, MD 20743	301-499-2778
MARY HOPKINS NAVIES	20 RITCHIE RD, CAPITOL HEIGHTS, MD 20743	301-350-2151
CATHY BELL	6205 BALTIMORE NATIONAL PIKE (W*M #2248), CATONSVILLE, MD 21228	410-455-5474
ORVILLE D BENNING	6447 BALTIMORE NATIONAL PIKE, CATONSVILLE, MD 21228	410-455-9247
JAMES M BOWER	501 FREDERICK RD, CATONSVILLE, MD 21228	410-869-4801
GERALD GIMELSTOB	2490 CENTREVILLE RD, CENTREVILLE, MD 21617	410-758-8223
CHARLENE FAIR	30050 THREE NOTCH RD, CHARLOTTE HALL, MD 20622	301-884-5770
CHARLENE FAIR	7925 BAYSIDE RD, CHESAPEAKE BEACH, MD 20732	301-855-4807
GERALD GIMELSTOB	875 WASHINGTON AVE (RT 213), CHESTERTOWN, MD 21620	410-810-0163
JOSEPH L COX, IV	6095 DAY BREAK CIR, CLARKSVILLE, MD 21029	410-531-7950
STANLEY R NEAL	12820 CLEAR SPRING RD, CLEAR SPRING, MD 21722	301-842-1054

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARY HOPKINS NAVIES	8905 STUART LN, CLINTON, MD 20735	301-868-7777
MARY HOPKINS NAVIES	6515 OLD ALEX FERRY RD, CLINTON, MD 20735	301-868-8736
MARK W FURR	528 CRANBROOK RD, COCKEYSVILLE, MD 21030	410-667-1348
MARY HOPKINS NAVIES	UNIVERSITY OF MARYLAND, COLLEGE PARK, MD 20742	301-314-1488
MARK W FURR	4101 BLADENSBURG RD, COLMAR MANOR, MD 20722	301-864-3161
CATHY BELL	8600 GUILFORD RD, COLUMBIA, MD 21046	410-381-7938
CATHY BELL	5485 HARPERS FARM RD, COLUMBIA, MD 21044	410-730-5571
JEFF TAYLOR	7244 CRADLE ROCK WAY, COLUMBIA, MD 21045	410-309-6172
JEFF TAYLOR	10300 LITTLE PATUXENT PKY, COLUMBIA, MD 21044	410-715-7500
JEFF TAYLOR	6385 DOBBIN RD, COLUMBIA, MD 21045	410-740-7325
JEFF TAYLOR	8305 BENSON DR, COLUMBIA, MD 21045	410-995-6082
JOHN W EBERT, JR.	15713 MCMULLEN HWY SW, CRESAPTOWN, MD 21502	301-729-0430
THOMAS W BAXTER	10 MARYLAND AVE, CRISFIELD, MD 21817	410-968-1368
ANA TAKATA	26429 RIDGE RD, DAMASCUS, MD 20872	301-253-4777
RICHARD B HOFF	605 N 6TH ST, DENTON, MD 21629	410-820-7972
ANA TAKATA	7200 MUNCASTER MILL ROAD, DERWOOD, MD 20855	301-947-4205
R. RODMAN MANN	2222 DUNDALK AVE, DUNDALK, MD 21222	410-282-2222
CHARLENE FAIR	10850 TOWN CENTER BLVD /RTE 4, DUNKIRK, MD 20754	301-855-7561
KENNETH D HOFF	8155 ELLIOTT RD (W*M #1715), EASTON, MD 21601	410-819-6773
KENNETH D HOFF	8394 OCEAN GATEWAY, EASTON, MD 21601-1769	410-822-2725
RICHARD B HOFF	219 & MARLBORO AVE, EASTON, MD 21601	410-819-3116
GERALD GIMELSTOB	1722 LIBERTY RD, ELDERSBURG, MD 21784	410-795-8302
JEFF TAYLOR	6225 WASHINGTON BLVD, ELK RIDGE, MD 21075	410-379-0018
MICHAEL LOZINAK	1000 E PULASKI HWY (W*M), ELKTON, MD 21921	410-392-9818
MICHAEL LOZINAK	226 BELLE HILL RD, ELKTON, MD 21921	410-398-8812
BRANDON BELL	4396 MONTGOMERY RD, ELLICOTT CITY, MD 21042	410-480-9544
JEFF TAYLOR	9303 BALTIMORE NATIONAL PIKE, ELLICOTT CITY, MD 21042	410-465-9487
JEFF TAYLOR	3200 N RIDGE RD, ELLICOTT CITY, MD 21043	410-750-7399
GLENN KIKUCHI	517 E MAIN STREET, EMMITSBURG, MD 21727	301-447-3663
MICHAEL LOZINAK	2404 BEL AIR ROAD, FALLSTON, MD 21047	410-877-3108
RICHARD B HOFF	327 BLOOMINGDALE AVE, FEDERALSBURG, MD 21632	410-754-3333
LUIS C MATEOS	5501 LIVINGSTON RD, FOREST HEIGHTS, MD 20745	301-839-9211
LUIS C MATEOS	6704 CHAVEZ LN, FORESTVILLE, MD 20747	301-736-2884
MARY HOPKINS NAVIES	996 E SWAN CREEK, FORT WASHINGTON, MD 20744	301-203-9703
MARY HOPKINS NAVIES	7100 ALLENTOWN RD, FORT WASHINGTON, MD 20744	301-449-1998
NAJMUSSAHAR ANDERABI	SR 26 & WORMANS MILL RD, FREDERICK, MD 21701	301-662-1972
BRYAN CLEGHORN	950 E PATRICK ST, FREDERICK, MD 21701	301-694-6155
SYED G HASAN ANDERABI	1275 W PATRICK ST, FREDERICK, MD 21702	301-663-0000
SYED G HASAN ANDERABI	1501 GARRET DR, FREDERICK, MD 21702	301-663-6036
GLENN KIKUCHI	59 FRANCIS SCOTT KEY MALL, FREDERICK, MD 21703	301-682-5713
STANLEY R NEAL	2020 YELLOW SPRING RD, FREDERICK, MD 21702	301-682-6233
CATHY BELL	8191 WESTSIDE BLVD, FULTON, MD 20759	301-776-2124
NAJMUSSAHAR ANDERABI	18273 FLOWER HILL WAY, GAITHERSBURG, MD 20879	301-740-1813
BRYAN CLEGHORN	19230 WOODFIELD RD, GAITHERSBURG, MD 20879	301-330-9438
SYED G HASAN ANDERABI	9100 ROTHBURY DR, GAITHERSBURG, MD 20886	301-208-0257
JAVAD HONARMAND	666 QUINCE ORCHARD RD, GAITHERSBURG, MD 20878	301-948-1189
GLENN KIKUCHI	83 BUREAU DR, GAITHERSBURG, MD 20878	301-948-5567
ANA TAKATA	701 RUSSELL AVE, GAITHERSBURG, MD 20877	240-683-1473
RAM TAKATA	465 N FREDRICK, GAITHERSBURG, MD 20877	240-631-2380
GERALD GIMELSTOB	9750 REISTERSTOWN RD (W*M #2290), GARRISON, MD 21117	410-363-8802
BRYAN CLEGHORN	12982 MIDDLEBROOK RD, GERMANTOWN, MD 20874	301-528-0101
BRYAN CLEGHORN	18000 MATENY RD, GERMANTOWN, MD 20874	301-916-1957
GLENN KIKUCHI	19660 GUNNERS BRANCH DR, GERMANTOWN, MD 20876	301-353-0443
GLENN KIKUCHI	21121 FREDERICK RD, GERMANTOWN, MD 20876	301-916-4293
GLENN KIKUCHI	20910 FREDERICK RD, GERMANTOWN, MD 20876	301-916-4331
ROBERT A HOUCK	569 ORDANCE RD, GLEN BURNIE, MD 21060	410-768-6350
GEORGE ZOLMAN	7415 GOVERNOR RITCHIE HWY, GLEN BURNIE, MD 21061	410-760-6230
GEORGE ZOLMAN	7379 BALTIMORE ANNAPOLIS RD, GLEN BURNIE, MD 21061	410-761-7617
JOHN W EBERT, JR.	4098 NATIONMAL PIKE, GRANTSVILLE, MD 21536	301-746-6027
GERALD FAIR	21600 GREAT MILLS ROAD, GREAT MILLS, MD 20653	301-737-2385
DAVID W RARDIN	6000 GREENBELT RD #105, GREENBELT, MD 20770	301-614-3428
MARK LEVINE	1737 DUAL HWY, HAGERSTOWN, MD 21740	301-665-9375
MARK LEVINE	10525 SHARPSBURG PIKE, HAGERSTOWN, MD 21740	301-739-9401
MARK LEVINE	170 NORTHERN AVENUE, HAGERSTOWN, MD 21742	301-790-2393
MARK LEVINE	316 E WASHINGTON ST, HAGERSTOWN, MD 21740	301-797-3800
STANLEY R NEAL	16921 HALFWAY BLVD, HAGERSTOWN, MD 21740	301-582-5070
STANLEY R NEAL	17301 VALLEY MALL RD, HAGERSTOWN, MD 21740	301-582-9363
STANLEY R NEAL	17601 GARLAND GROH BLVD, HAGERSTOWN, MD 21740	301-745-6656
STANLEY R NEAL	1729 MASSEY BLVD, HAGERSTOWN, MD 21740	301-790-1115
STANLEY R NEAL	17850 GARLAND GROH B (W*M #1674), HAGERSTOWN, MD 21740	301-791-9359
STANLEY R NEAL	18411 MAUGANS AVE, HAGERSTOWN, MD 21742	301-797-0011
GERALD GIMELSTOB	4225 NORTHWOODS TRL, HAMPSTEAD, MD 21074	410-239-6554
SCOTT D RARDIN	7081 ARUNDEL MILLS CIR (W*M #3490), HANOVER, MD 20794	410-379-1306
SCOTT D RARDIN	7053 ARUNDEL MILLS BLVD, HANOVER, MD 21076	443-755-8910
LUIS E GAVIGNANO	3501 BRANCH AVE, HILLCREST HEIGHTS, MD 20748	301-423-1157
MARK W FURR	11310 YORK RD, HUNT VALLEY, MD 21031	410-527-1393
DAVID W RARDIN	3500 EAST WEST HWY, FOOD COURT #2, HYATTSVILLE, MD 20782	301-559-7985

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CATHY BELL	8700 WASHINGTON BLVD, JESSUP, MD 20794	301-604-2296
JEFF TAYLOR	7878 POCOMOKE AVE, JESSUP, MD 20794	410-799-7750
ISAAC D GREEN	7708 LANDOVER RD, LANDOVER, MD 20785	301-322-1885
MARY HOPKINS NAVIES	8710 CENTRAL AVE, LANDOVER, MD 20785	301-336-2787
LUIS E GAVIGNANO	6200 ANNAPOLIS RD, LANDOVER HILLS, MD 20784	301-322-2650
DAVID W RARDIN	10001 WASHINGTON BLVD, LAUREL, MD 20723	301-725-1173
DAVID W RARDIN	RT 197 & CONTEE RD, LAUREL, MD 20708	301-953-2175
DAVID W RARDIN	14810 BALTIMORE AVE, LAUREL, MD 20707	301-953-3368
SCOTT D RARDIN	3382 NEW LAUREL/FORT MEAD LAURE RD, LAUREL, MD 20707	301-490-7532
SCOTT D RARDIN	3549 RUSSETT GREEN E (W*M #1985), LAUREL, MD 20724	301-776-7980
GERALD FAIR	40950 MERCHANTS LN, LEONARDTOWN, MD 20650	301-475-7944
ANGELO V MONTANTE	717 NURSERY RD, LINTHICUM, MD 21090	410-636-1887
LAVERNE R VANCE	BWI AIRPORT, LINTHICUM, MD 21240	410-684-2149
LAVERNE R VANCE	SOUTHWEST TERMINAL, LINTHICUM, MD 21240	410-684-6756
ANGELO V MONTANTE	778 A ELK RIDGE LANDING RD, LINTHICUM HEIGHTS, MD 21090	410-859-8983
SCOTT D RARDIN	1472 MARTIN BLVD, MIDDLE RIVER, MD 21220	410-687-5522
CHARLENE FAIR	12168 CENTRAL AVE, MITCHELLVILLE, MD 20721	301-390-3768
GLENN KIKUCHI	11700 MORNING GATE LN, NEW MARKET, MD 21774	301-865-6432
JOHN W EBERT, JR.	19 N 3RD ST, OAKLAND, MD 21550	301-334-3302
JOHN W EBERT, JR.	19549 GARRETT HWY, OAKLAND, MD 21550	301-387-2574
THOMAS W BAXTER	12301 COASTAL HWY, OCEAN CITY, MD 21842	410-250-5454
THOMAS W BAXTER	3201 COASTAL HWY, OCEAN CITY, MD 21842	410-723-4248
THOMAS W BAXTER	11041 RACETRACK RD, OCEAN PINES, MD 21811	410-641-5230
ALVIN WILLIAMS	1136 ANNAPOLIS RD, ODENTON, MD 21113	410-674-8001
GERALD GIMELSTOB	9774 GROFFS MILL DR, OWINGS MILLS, MD 21117	410-654-8760
RAOUL GREGORY ALVAREZ	6126 OXON HILL RD, OXON HILL, MD 20745	301-839-1070
LUIS E GAVIGNANO	5500 SAINT BARNABAS RD, OXON HILL, MD 20745	301-894-6513
CRAIG T WELBURN	121 NORTH COVE TERRACE, OXON HILL, MD 20745	301-567-1271
JERRY RUSH	7927 BELAIR ROAD, PARKVILLE, MD 21236	410-663-4804
ROBERT A HOUCK	8490 FORT SMALLWOOD RD, PASADENA, MD 21122	410-437-4455
ROBERT A HOUCK	45 MAGOTHY BEACH RD, PASADENA, MD 21122	410-437-7766
GERALD FAIR	2465 CEDAR POINT RD, PATUXENT RIVER, MD 20670	301-862-3833
JERRY RUSH	9106-9108 BELAIR RD, PERRY HALL, MD 21128	410-256-6555
BILLIE G TAYLOR	3425 SWEET AIR RD, PHOENIX, MD 21131	410-937-3157
THOMAS W BAXTER	LINDEN AVE & LYNN HAVEN DR, POCOMOKE, MD 21851	410-957-2777
BRYAN CLEGHORN	19630 FISHER AVE, POOLESVILLE, MD 20837	301-349-5920
KENNETH FOSTER, III	11301 SEVEN LOCKS RD, POTOMAC, MD 20854	301-765-9701
CHARLENE FAIR	RTE 2/4-ARMORY RD, PRINCE FREDERICK, MD 20678	410-535-2246
THOMAS W BAXTER	12112 BRITTINGHAM LN, PRINCESS ANNE, MD 21853	410-651-9595
BIRUL B DESAI	9500 LIBERTY RD, RANDALLSTOWN, MD 21133	410-521-4531
LUIS E GAVIGNANO	6228 BALTIMORE BLVD, RIVERDALE, MD 20737	301-277-6370
KATHRYN B FOSTER	2101 VIERS MILL RD, ROCKVILLE, MD 20851	301-738-7752
JAVAD HONARMAND	16701 CRABBS BRANCH, ROCKVILLE, MD 20855	301-527-9113
SCOTT D RARDIN	6420 PETRIE WAY (W*M #3489), ROSEDALE, MD 21237	410-574-6157
THOMAS W BAXTER	298 TILGHMAN RD, SALISBURY, MD 21801	410-341-6683
THOMAS W BAXTER	2702 N SALISBURY BLVD (W*M #1890), SALISBURY, MD 21801	410-341-7635
THOMAS W BAXTER	SALISBURY MALL, SALISBURY, MD 21803	410-546-6140
THOMAS W BAXTER	2709 N SALISBURY BLVD, SALISBURY, MD 21801	410-677-3659
THOMAS W BAXTER	407 N FRUITLAND BLVD, SALISBURY, MD 21801	410-742-0262
THOMAS W BAXTER	1205 PARSONS RD, SALISBURY, MD 21801	410-742-6466
THOMAS W BAXTER	1305 S SALISBURY, SALISBURY, MD 21801	410-749-5888
ISAAC D GREEN	6131 MARTIN LUTHER KING JR HWY, SEAT PLEASANT, MD 20743	301-925-4563
MARK W FURR	502 BALTIMORE ANNAPOLIS HWY, SEVERNA PARK, MD 21146	410-544-0595
MARK W FURR	541 RITCHIE HWY, SEVERNA PARK, MD 21146	410-544-6606
RONALD J GANTT	11146 NEW HAMPSHIRE AVE (UNIT #1202282), SILVER SPRING, MD 20904	301-754-0750
RONALD J GANTT	106 W UNIVERSITY BLVD, SILVER SPRING, MD 20901	301-681-0772
JOSEPH E MONTOYA	2207 BEL PRE RD, SILVER SPRING, MD 20906	301-598-8993
LORRAINE P VISMARA	8637 16TH ST, SILVER SPRING, MD 20910	301-565-5228
ANDREW WELBURN	8407 COLESVILLE RD, SILVER SPRING, MD 20910	301-588-3386
ALVIN WILLIAMS	13800 OUTLET DR, SILVER SPRING, MD 20904	301-890-5141
THOMAS W BAXTER	5616 MARKET ST, SNOW HILL, MD 21863	410-632-5460
GERALD FAIR	13500 HG TRUMAN RD, SOLOMONS, MD 20688	410-326-2435
ISAAC D GREEN	4835 SILVERHILL RD, SUITLAND, MD 20746	301-735-1683
MARY HOPKINS NAVIES	4777 ALLENTOWN RD, SUITLAND, MD 20746	301-735-1641
LUIS E GAVIGNANO	6301 NEW HAMPSHIRE AVE, TAKOMA PARK, MD 20912	301-891-6869
GLENN KIKUCHI	520 E BALTIMORE ST, TANEYTOWN, MD 21787	410-756-1326
GLENN KIKUCHI	200 FREDERICK ROAD, THURMONT, MD 21788	301-271-3003
MARK W FURR	2116 YORK RD, TIMONIUM, MD 21093	410-252-2155
SCOTT D RARDIN	1619 E JOPPA RD, TOWSON, MD 21286	410-821-7593
GLENN KIKUCHI	20 E FREDERICK ST, WALKERSVILLE, MD 21793	301-898-3514
JOHN W EBERT, JR.	182 CHURCH ST, WESTERNPORT, MD 21562	301-359-9165
SCOTT D RARDIN	520 BALTIMORE BLVD, WESTMINSTER, MD 21157	410-848-4555
SCOTT D RARDIN	280 WOODWARD RD (W*M #1867), WESTMINSTER, MD 21157-4677	410-848-5797
KATHRYN B FOSTER	FC 110 11160 VEIRS MILL RD, WHEATON, MD 20895	301-962-7253
JOSEPH E MONTOYA	13701 CONNECTICUIT AVE, WHEATON, MD 20906	301-598-5982
LORRAINE P VISMARA	12135 VIERS MILL RD, WHEATON, MD 20906	301-949-0786
SCOTT D RARDIN	8118 PERRY HILLS CT (W*M #2045), WHITEMARSH, MD 21236	410-661-2470

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SCOTT D RARDIN	5302 CAMPBELL BLVD NOTTINGHAM SQUARE, WHITEMARSH, MD 21236	410-931-1504
SCOTT D RARDIN	8483 CORDON WAY, WHITEMARSH, MD 21162	410-931-9321
CINDY LEVINE	313 E POTOMAC ST, WILLIAMSPORT, MD 21795	301-223-9011
PAULA L WRIGHT	55 GREAT ROAD, ACTON, MA 01720	978-264-2062
CHARLES T COUGHLIN	2 COMMERCIAL ST, ADAMS, MA 01220	413-743-4678
DANIEL ASHBURN	868 SUFFIELD STREET, AGAWAM, MA 01001	413-786-6863
ROBERT B KING	1223 COMMONWEALTH AVE, ALLSTON, MA 02134	617-562-1313
CARISSA HALEY	100 MACY ST, AMESBURY, MA 01913	978-388-8956
CARISSA HALEY	195 N MAIN ST, ANDOVER, MA 01810	978-475-9854
ROBERT V HOGAN	225 POND ST, ASHLAND, MA 01721	508-881-7973
LOUIS P PROVENZANO	444 WASHINGTON STREET, ATTLEBORO, MA 02703	508-761-8656
JOSEPH SPADEA	813 SOUTHBRIDGE ST, AUBURN, MA 01501	508-832-7100
ROBERT V HOGAN	346 GREAT RD, BEDFORD, MA 01730	781-275-8746
ROGER D FACEY	148 N MAIN ST, BELCHERTOWN, MA 01007	413-323-6498
LAWRENCE KIMMELMAN	230 ELLIOTT ST, BEVERLY, MA 01915	978-232-9293
CHARLES D LIETZ	40 ENON ST, BEVERLY, MA 01915	978-922-1884
ROBERT V HOGAN	273 BOSTON RD, BILLERICA, MA 01821	978-667-9174
TIMOTHY H MCCOY	718 BOSTON RD, BILLERICA, MA 01821	978-262-9706
DANIEL ASHBURN	MASS PIKE I-90 E MILEPOST 29, BLANDFORD, MA 01008	413-848-2518
PAULA L WRIGHT	MASS PIKE W TRAVEL PLAZA, BLANDFORD, MA 01008	413-848-2284
VERN CHIN	417 WASHINGTON ST, BOSTON, MA 02108	617-338-0289
VERN CHIN	702 WASHINGTON ST, BOSTON, MA 02111	617-338-8033
VERN CHIN	329 WASHINGTON ST, BOSTON, MA 02108	617-557-0089
VERN CHIN	340-350 LONGWOOD AVE, BOSTON, MA 02115	617-566-4888
VERN CHIN	ONE FLEET CENTER, BOSTON, MA 02114	617-742-0198
ROBERT B KING	2 S STATION, BOSTON, MA 02110	617-261-1551
ROBERT B KING	700 ATLANTIC AVE, BOSTON, MA 02111	617-261-3914
PETER NAPOLI	146 TREMONT ST, BOSTON, MA 02111	617-338-9876
PETER NAPOLI	540 COMMONWEALTH AVE, BOSTON, MA 02215	617-867-9524
SARAH L TECK	LOGAN AIRPORT TERM B - PIER B - US AIR, BOSTON, MA 02128	617-561-4232
SARAH L TECK	LOGAN AIRPORT TERMINAL B PIER A, BOSTON, MA 02128	617-561-8860
DAVID YEE	870 MASSACHUSETTS AVE, BOSTON, MA 02118	617-442-4349
JANISE L JARAMILLO-MCBEE	370 MACARTHUR BLVD, BOURNE, MA 02532	508-759-4716
ROBERT V HOGAN	12 PEARL ST, BRAINTREE, MA 02184	781-356-4545
SAMUEL MCBEE	222 BROAD STREET (RT 18), BRIDGEWATER, MA 02324	508-697-9568
ROBERT B KING	360 WESTERN AVE, BRIGHTON, MA 02135	617-787-2882
TIMOTHY H MCCOY	1750 SOLDIERS FLD RD, BRIGHTON, MA 02135	617-783-9393
VERN CHIN	334 N PEARL ST, BROCKTON, MA 02301	508-583-3627
VERN CHIN	715 BELMONT ST, BROCKTON, MA 02301	508-583-3889
VERN CHIN	664 CRESCENT ST ROUTE 27, BROCKTON, MA 02302	508-583-5808
JANISE L JARAMILLO-MCBEE	908 N MONTELLO ST, BROCKTON, MA 02301	508-588-9920
ROBERT V HOGAN	55 MIDDLESEX TPKE, BURLINGTON, MA 01803	781-272-4165
JOSEPH C WINTERHALTER, JR.	3020 CRANBERRY HWY (EAST WAREHAM), BUZZARDS BAY, MA 02532	508-295-2101
VERN CHIN	463 MASSACHUSETTS AVE, CAMBRIDGE, MA 02139	617-497-3926
JUDY A HAJJAR	186 ALE WIFE BROOK PKY, CAMBRIDGE, MA 02138	617-876-6509
JANISE L JARAMILLO-MCBEE	41 WASHINGTON ST, CANTON, MA 02021	781-821-4324
JOSEPH SPADEA	38 WORCESTER ROAD, CHARLTON, MA 01507	508-248-7040
PAULA L WRIGHT	MASS PIKE I-90 SRVCE AREA 6W MILEPOST 89, CHARLTON, MA 01507	508-248-6788
DANIEL ASHBURN	MASSACHUSETTS TURNPIKE, CHARLTON CITY, MA 01508	508-248-0517
TIMOTHY H MCCOY	17 DRUM HILL RD, CHELMSFORD, MA 01824	978-459-3024
JUDY A HAJJAR	RT 16 CHELSEA COMMONS, CHELSEA, MA 02150	617-884-4898
JUDY A HAJJAR	472 BROADWAY, CHELSEA, MA 02150	617-889-2572
JUDY A HAJJAR	170 REVERE BEACH PKY, CHELSEA, MA 02150	617-889-3571
ROGER D FACEY	350 BURNETT RD, CHICOPEE, MA 01020	413-592-0646
JORGE B GOMEZ	777 MEADOW ST, CHICOPEE, MA 01013	413-592-5345
STEPHEN RIMA	50 INDEPENDENCE WAY, DANVERS, MA 01923	978-777-4331
PATRICK M TREFFILETTI	180 ENDICOTT ST, DANVERS, MA 01923	978-774-6017
GEOFFREY BREWSTER	515 GALLIVAN BLVD, DORCHESTER, MA 02124	617-282-0070
ROBERT B KING	605 WASHINGTON ST, DORCHESTER, MA 02124	617-282-8146
DAVID YEE	1513 DORCHESTER AVE, DORCHESTER, MA 02122	617-288-3468
PETER NAPOLI	178 BORDER ST, EAST BOSTON, MA 02128	617-567-9374
WAYNE A LEBRUN	121 N HAMPTON ST, EASTHAMPTON, MA 01027	413-527-5526
GEOFFREY BREWSTER	80 BROADWAY, EVERETT, MA 02149	617-387-8625
JOSEPH C WINTERHALTER, JR.	14 PLAZA WAY, FAIRHAVEN, MA 02719	508-994-3055
PAUL E BETOR	1690 PRESIDENT AVE, FALL RIVER, MA 02720	508-676-9400
STEPHEN M WALACH	1853 S MAIN ST, FALL RIVER, MA 02724	508-675-6411
PAUL FARREN	RT 1 & NORTH ST, FOXBORO, MA 02035	508-543-0165
PAULA L WRIGHT	1223 WORCHESTER ROAD, FRAMINGHAM, MA 01701	508-875-9771
PAULA L WRIGHT	MASS PIKE I-90 SRVCE AREA 7W MILEPOST 115, FRAMINGHAM, MA 01701	508-877-2023
LOUIS P PROVENZANO	345 E CENTRAL ST, FRANKLIN, MA 02038	508-528-9816
CHARLES D LIETZ	50 MAPLEWOOD AVE, GLOUCESTER, MA 01930	978-281-6227
MARCIA S LEE	302 STOCKBRIDGE RD (RT 7), GREAT BARRINGTON, MA 01230	413-528-0434
WAYNE A LEBRUN	285 FEDERAL ST, GREENFIELD, MA 01301	413-774-3618
WAYNE A LEBRUN	208 MOHAWK TRL, GREENFIELD, MA 01301	413-774-5311
WAYNE A LEBRUN	374 RUSSELL ST, HADLEY, MA 01035	413-582-0176
GEOFFREY BREWSTER	1392 WASHINGTON ST, HANOVER, MA 02339	781-826-2081
GEOFFREY BREWSTER	1775 WASHINGTON ST, HANOVER, MA 02339	781-829-4224

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JANISE L JARAMILLO-MCBEE	318 LIBERTY ST, HANSON, MA 02341	781-294-4455
JORGE B GOMEZ	2194 N HAMPTON ST, HOLYOKE, MA 01040	413-532-5116
JORGE B GOMEZ	285 MAPLE ST, HOLYOKE, MA 01040	413-534-0228
WAYNE A LEBRUN	50 HOLYOKE ST, HOLYOKE, MA 01040	413-532-4630
DONALD A WRIGHT, JR.	32-36 WASHINGTON, HUDSON, MA 01749	978-562-5370
JANISE L JARAMILLO-MCBEE	654 IYANNOUGH ROAD, HYANNIS, MA 02601	508-771-1513
JANISE L JARAMILLO-MCBEE	175 N ST, HYANNIS, MA 02601	508-778-9731
ROBERT B KING	1312 HYDE PARK AVE, HYDE PARK, MA 02136	617-364-2299
JANISE L JARAMILLO-MCBEE	178 SUMMER ST, KINGSTON, MA 02364	781-585-9234
DAVID YEE	599 ANDOVER ST, LAWRENCE, MA 01840	978-685-0005
DAVID YEE	50 BROADWAY, LAWRENCE, MA 01840	978-685-4728
DANIEL ASHBURN	MASS PIKE E TRAVEL PLAZA, LEE, MA 01238	413-243-4666
MARCIA S LEE	245 HOUSATONIC ST, LEE, MA 01238	413-243-2253
MARCIA S LEE	240 WEST ROAD, LEE, MA 01238	413-243-6695
ROBERT V HOGAN	RTE 128 NORTH, LEXINGTON, MA 02421	781-861-1144
TIMOTHY H MCCOY	803 ROGERS ST, LOWELL, MA 01852	978-452-9258
TIMOTHY H MCCOY	1 VARNUM AVE, LOWELL, MA 01854	978-454-1199
TIMOTHY H MCCOY	66 PLAIN ST, LOWELL, MA 01851	978-970-5531
DANIEL ASHBURN	MASS PIKE I-90 SRVCE AREA 3E MILEPOST 89, LUDLOW, MA 01056	413-589-1790
JORGE B GOMEZ	420 CENTER ST, LUDLOW, MA 01056	413-583-6827
STEPHEN RIMA	567 LYNNWAY, LYNN, MA 01905	781-581-2050
STEPHEN RIMA	780 LYNN WAY, LYNN, MA 01905	781-595-5900
SARAH L TECK	114 BROADWAY, MALDEN, MA 02148	781-322-4443
DAVID BALDUCCI	155 BOSTON POST RD W, MARLBOROUGH, MA 01752	508-485-7250
DAVID BALDUCCI	250 MAPLE ST, MARLBOROUGH, MA 01752	508-485-8547
JOSEPH NAPOLI	2121 OCEAN ST, MARSHFIELD, MA 02050	781-837-4217
GEOFFREY BREWSTER	1614 BLUE HILL AVE, MATTAPAN, MA 02126	617-298-8700
PAULA L WRIGHT	4-6 MAIN STREET, MAYNARD, MA 01754	978-897-8995
JUDY A HAJJAR	3850 MYSTIC VALLEY PKWY, MEDFORD, MA 02155	781-395-3401
ROBIN BOORSTEIN	67 MAIN STREET, MEDWAY, MA 02053	508-533-5088
ROBERT B KING	255 S MAIN ST, MIDDLETON, MA 01949-2444	978-774-4538
ROBIN BOORSTEIN	808 MAIN ST, MILLIS, MA 02054	508-376-4031
PAULA L WRIGHT	MASS PIKE I-90 SRVC AREA 8E MILEPOST 117, NATICK, MA 01760	508-651-1687
DAVID YEE	1245 WORCESTER ST, NATICK, MA 01760-1515	508-545-0762
DAVID YEE	290 WORCESTER RD, NATICK, MA 01760	508-653-1809
TIMOTHY H MCCOY	340 CHESTNUT ST, NEEDHAM, MA 02492	781-444-8592
JOSEPH C WINTERHALTER, JR.	159 HATHAWAY RD, NEW BEDFORD, MA 02746	508-993-2279
JOSEPH C WINTERHALTER, JR.	486 COUNTY ST, NEW BEDFORD, MA 02740	508-994-0250
JOSEPH C WINTERHALTER, JR.	141 COGGESHALL ST, NEW BEDFORD, MA 02746	508-996-0900
JOSEPH C WINTERHALTER, JR.	1080 KINGS HWY, NEW BEDFORD, MA 02745	508-998-5335
PETER NAPOLI	37 STOREY AVE, NEWBURYPORT, MA 01950	978-462-7575
ROBERT V HOGAN	6 CIRCUMFERENTIAL HWY (RT 128 SOUTH), NEWTON, MA 02466	617-332-1771
TIMOTHY H MCCOY	111 NEEDHAM ST, NEWTON, MA 02164	617-527-3570
TIMOTHY H MCCOY	197 CALIFORNIA ST, NEWTON, MA 02458	617-527-9693
CHARLES T COUGHLIN	17 27 UNION/EAGLE ST, NORTH ADAMS, MA 01247	413-664-7272
CHARLES D LIETZ	660 CHICKERING AVE, NORTH ANDOVER, MA 01845	978-685-9757
LOUIS P PROVENZANO	ROUTE 1 SOUTHBOUND, NORTH ATTLEBOROUGH, MA 02760	508-695-3900
JANISE L JARAMILLO-MCBEE	96 N MAIN ST, NORTH CARVER, MA 02330	508-866-8566
JOSEPH C WINTERHALTER, JR.	135 FAUNCE CORNER RD, NORTH DARTMOUTH, MA 02747	508-992-9269
JUDY A HAJJAR	43 MAIN ST, NORTH READING, MA 01864	978-664-0008
ROBERT V HOGAN	715 BRIDGE ST, NORTH WEYMOUTH, MA 02191	781-331-0966
WAYNE A LEBRUN	221 KING ST, NORTHAMPTON, MA 01060	413-584-5073
PAUL FARREN	175 MANSFIELD AVE, NORTON, MA 02766	508-285-5083
GEOFFREY BREWSTER	57-59 WASHINGTON STREET RT 53, NORWELL, MA 02061	781-878-8068
PAUL FARREN	31 PROVIDENCE HWY, NORWOOD, MA 02062	781-551-0250
PAUL FARREN	32 BROADWAY, NORWOOD, MA 02062	781-769-4915
PAULA L WRIGHT	1600 PROVIDENCE HWY, NORWOOD, MA 02062	781-762-1275
JOSEPH SPADEA	26 A SUTTON AVE, OXFORD, MA 01540	508-987-2047
ROGER D FACEY	1184 THORNDIKE ST, PALMER, MA 01069	413-283-9095
STEPHEN RIMA	210 ANDOVER STREET, PEABODY, MA 01960	978-531-7050
CHARLES T COUGHLIN	ALLENDAL SHOPPING CTR, PITTSFIELD, MA 01201	413-442-4602
CHARLES T COUGHLIN	445 W HOUSATONIC ST, PITTSFIELD, MA 01201	413-442-4629
LOUIS P PROVENZANO	9 TAUNTON ST, PLAINVILLE, MA 02762	508-695-9826
JANISE L JARAMILLO-MCBEE	5 LONG POND RD, PLYMOUTH, MA 02360	508-747-9615
JOSEPH NAPOLI	473 SOUTHERN ARTERY, QUINCY, MA 02169	617-479-6488
JOSEPH NAPOLI	8 HIGHLAND AVE /RT 139, RANDOLPH, MA 02368	781-961-6005
LOUIS P PROVENZANO	947 BROADWAY, RAYNHAM, MA 02767	508-828-1733
TIMOTHY H MCCOY	413 MAIN ST, READING, MA 01867	781-944-9782
SARAH L TECK	SQUIRE ROAD, REVERE, MA 02151	781-289-8172
JOSEPH NAPOLI	117 MARKET ST, ROCKLAND, MA 02370	781-982-0760
ROBERT B KING	718 AMERICAN LGN HWY, ROSLINDALE, MA 02131	617-323-7027
CHARLES D LIETZ	CONJUNCTION RT 1 & RT 133, ROWLEY, MA 01969	978-948-3324
ROBERT B KING	3064 WASHINGTON ST, ROXBURY, MA 02119	617-442-0475
ROBERT B KING	301 WARREN ST, ROXBURY, MA 02119	617-442-6698
LAWRENCE KIMMELMAN	HIGHLANDER PLAZA, SALEM, MA 01970	978-744-9631
CHARLES D LIETZ	150 CANAL ST, SALEM, MA 01970	978-745-2727
ROBERT B KING	738 BROADWAY, SAUGUS, MA 01906	781-233-8622

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LINDSAY WALLIN	127 BROADWAY, SAUGUS, MA 01906	781-231-7042
DANIEL HURLEY	31 BOSTON TURNPIKE RD, SHREWSBURY, MA 01545	508-890-2777
JUDY A HAJJAR	234 ELM ST, SOMERVILLE, MA 02144	617-623-2623
ROBERT B KING	14 MCGRATH HWY, SOMERVILLE, MA 02143	617-666-9666
LOUIS P PROVENZANO	1250 NEWPORT AVE, SOUTH ATTLEBORO, MA 02703	508-399-7949
JOSEPH C WINTERHALTER, JR.	179 ROCKSDALE AVE, SOUTH DARTMOUTH, MA 02714	508-999-5581
JANISE L JARAMILLO-MCBEE	1060 RT 28, SOUTH YARMOUTH, MA 02664	508-394-2303
VINCENT J SPADEA	515 E MAIN ST, SOUTHBRIDGE, MA 01550	508-764-2196
DANIEL ASHBURN	214 COLLEGE HWY, SOUTHWICK, MA 01077	413-569-0870
JOSEPH SPADEA	59 W MAIN ST, SPENCER, MA 01562	508-885-3355
DANIEL ASHBURN	1776 MAIN ST, SPRINGFIELD, MA 01102	413-731-7641
DANIEL ASHBURN	2392 MAIN ST., SPRINGFIELD, MA 01107-1906	413-781-2603
DANIEL ASHBURN	782 STATE ST, SPRINGFIELD, MA 01105	413-788-1444
ROGER D FACEY	809 BOSTON RD, SPRINGFIELD, MA 01109	413-783-2328
WESTON POWELL	1610 BOSTON POST RD, SPRINGFIELD, MA 01119	413-543-3473
WESTON POWELL	360 MAIN ST, SPRINGFIELD, MA 01105	413-739-3534
PAUL FARREN	422 WASHINGTON ST, STOUGHTON, MA 02072	781-344-0489
VINCENT J SPADEA	366 MAIN ST, STURBRIDGE, MA 01566	508-347-5856
LOUIS P PROVENZANO	181 JAMES REYNOLD, SWANSEA, MA 02777	508-379-9899
LOUIS P PROVENZANO	631 GAR HWY, SWANSEA, MA 02777	508-672-9453
JANISE L JARAMILLO-MCBEE	263 E MAIN ST, TEATICKET, MA 02536	508-548-3872
JUDY A HAJJAR	1915 ANDOVER ST, TEWKSBURY, MA 01876	978-858-3458
TIMOTHY H MCCOY	1928 MAIN ST, RTE 38, TEWKSBURY, MA 01876	978-851-9325
JOSEPH SPADEA	200 QUAKER HWY, UXBRIDGE, MA 01569	508-278-9431
TIMOTHY H MCCOY	572 MAIN ST, WAKEFIELD, MA 01880	781-246-7689
PAUL FARREN	595 MAIN ST, WALPOLE, MA 02081	508-668-5919
ROBERT V HOGAN	789 MAIN ST, WALTHAM, MA 02453	781-893-6640
ROBERT V HOGAN	1110 LEXINGTON ST, WALTHAM, MA 02154	781-893-7198
ROGER D FACEY	117-119 WEST ST, WARE, MA 01082	413-967-3485
JOSEPH SPADEA	44 E MAIN ST, WEBSTER, MA 01570	508-943-9009
JANISE L JARAMILLO-MCBEE	800 N MAIN ST, WEST BRIDGEWATE, MA 02379	508-584-7110
ROBERT B KING	1650 VFW PKY, WEST ROXBURY, MA 02132	617-325-2709
DANIEL HURLEY	299 TURNPIKE RD, WESTBORO, MA 01581	508-616-0209
LORI M RUSCITO	166 EAST MAIN STREET, WESTBORO, MA 01581	508-366-2276
DANIEL ASHBURN	299 E MAIN, WESTFIELD, MA 01085	413-562-3428
WAYNE A LEBRUN	182 N ELM ST, WESTFIELD, MA 01085	413-568-3595
PAULA L WRIGHT	151 LITTLETON RD, WESTFORD, MA 01866	978-692-7105
JOSEPH SPADEA	1190 PROVIDENCE RD, WHITINSVILLE, MA 01588	508-234-2960
VERN CHIN	323 BEDFORD STREET, WHITMAN, MA 02333	508-690-1838
TIMOTHY H MCCOY	212 MAIN ST, WILMINGTON, MA 01887	978-658-4500
LORI M RUSCITO	235 SPRING ST, WINCHENDON, MA 01475	978-297-3528
JUDY A HAJJAR	333 MONTVALE AVE, WOBURN, MA 01801	781-933-8927
JUDY A HAJJAR	300 MISCHAWAM RD, WOBURN, MA 01801	781-935-7030
ROBERT V HOGAN	187 CAMBRIDGE ST, WOBURN, MA 01801	781-933-9799
JAMES W BOLLIVAR	595 MILL ST, WORCESTER, MA 01603	508-754-8812
JAMES W BOLLIVAR	766 W BOYLSTON ST, WORCESTER, MA 01606	508-852-1350
DANIEL HURLEY	465 SHREWSBURY ST, WORCESTER, MA 01604	508-757-9996
KENNETH J BERG	402 ADA DR SE (SATELLITE), ADA, MI 49301	616-676-9727
RALPH L BODMAN	1235 N MAIN ST, ADRIAN, MI 49221-1722	517-263-5121
RALPH L BODMAN	1080 EAST US HIGHWAY 223, ADRIAN, MI 49221	517-265-1520
MARKUS SCHULZ	700 POINT TREMBLE RD, ALGONAC, MI 48001-1610	810-794-0890
NEEL CHAPATWALA	15405 SOUTHFIELD RD, ALLEN PARK, MI 48101	313-388-8200
GARY GRANADER	10945 ALLEN RD, ALLEN PARK, MI 48101-1141	313-386-9401
RANDELL G PRICE	5371 LAKE MICHIGAN DR, ALLENDALE, MI 49401	616-895-4003
DONALD K OBLINGER	1625 WRIGHT AVE, ALMA, MI 48801-1021	989-463-6266
MICHAEL E MLINARCIC	894 N VAN DYKE, ALMONT, MI 48003	810-798-2124
TERRI MARIE BEEBE	2241 US 23 S BAY, ALPENA, MI 49707	989-354-5378
TERRI MARIE BEEBE	1115 W CHISHOLM, ALPENA, MI 49707-1617	989-354-5522
TERRI MARIE BEEBE	1424 M 32 WEST, ALPENA, MI 49707	989-358-9255
WILLIAM F PICKARD	3752 S STATE ST, ANN ARBOR, MI 48108	734-668-8082
WILLIAM F PICKARD	2310 W STADIUM, ANN ARBOR, MI 48103	734-761-9087
WILLIAM F PICKARD	3001 LOHR RD (WATERS RD), ANN ARBOR, MI 48108	734-995-9356
TONI RODGERS	2675 PLYMOUTH, ANN ARBOR, MI 48105	734-662-9343
TONI RODGERS	3325 WASHTENAW, ANN ARBOR, MI 48104	734-975-0466
MONIQUE C VANN	4775 WASHTENAW BLVD, ANN ARBOR, MI 48108	734-434-0434
PAUL J DRZEWICKI	4885 GARFIELD RD, AUBURN, MI 48611-9421	989-662-2431
JOHN F MCMAHON	3950 BALDWIN RD, AUBURN HILLS, MI 48326	248-335-9160
JESSICA SAPUTO	1481 OPDYKE RD, AUBURN HILLS, MI 48321-4887	248-373-3227
JESSICA SAPUTO	3420 E WALTON, AUBURN HILLS, MI 48321-4080	248-475-1806
WILLIAM P SAPUTO	4435 LAPEER, AUBURN HILLS, MI 48326	248-340-1735
JUDITH K LEZOTTE	326 W HURON ST, AUGRES, MI 48703	989-876-2900
JAMES A LUTH	871 N VAN DYKE, BAD AXE, MI 48413	989-269-9331
MICHAEL KNYTYCH	21 W MONROE, BANGOR, MI 49013	269-427-8082
JAMES BRASSEUR	1695 MICHIGAN AVE, BATTLE CREEK, MI 49017	269-964-2486
WILLIAM J MRAK, III	812 W COLUMBIA, BATTLE CREEK, MI 49015-3030	269-964-2578
WILLIAM J MRAK, III	2593 CAPITAL AVE SW, BATTLE CREEK, MI 49015-4160	269-965-1141
WILLIAM J MRAK, III	1160 E MICHIGAN AVE, BATTLE CREEK, MI 49014	269-965-2101

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM J MRAK, III	15901 11 MILE ROAD, BATTLE CREEK, MI 49014	269-965-3352
WILLIAM J MRAK, III	1085 CAPITAL AVE SW, BATTLE CREEK, MI 49017-5426	269-965-4226
WILLIAM J MRAK, III	6079 B DR N, BATTLE CREEK, MI 49057	269-979-8515
PAUL J DRZEWICKI	5111 MCKINAW ROAD, BAY CITY, MI 48706	989-684-1214
JOHANNE M LUTH	3840 E WILDER RD, BAY CITY, MI 48706-2146	989-684-2851
JOHANNE M LUTH	510 TUSCOLA, BAY CITY, MI 48708	989-892-2040
LAWRENCE J PETERS	6325 W SIDE SAGINAW RD, BAY CITY, MI 48706-9385	989-684-4517
LAWRENCE J PETERS	901 S. EUCLID, BAY CITY, MI 48706	989-686-4050
LAWRENCE J PETERS	2200 BROADWAY, BAY CITY, MI 48708	989-893-0971
LAWRENCE J PETERS	314 WASHINGTON AVE, BAY CITY, MI 48708	989-895-5500
LARRY J PETERS JR.	918 N EUCLID AVE, BAY CITY, MI 48706	989-684-3626
ERIC L RODEWALD	1125 W STATE RD, BELDING, MI 48809	616-794-0004
THOMAS J HOLKA	116 S M-88 HWY, BELLAIRE, MI 49615	231-533-8846
MICHAEL KNYTYCH	2020 PIPESTONE RD., BENTON HARBOR, MI 49022	269-926-7600
JASON G RICHARDS	1654 BENZIE HWY, BENZONIA, MI 49616	231-882-4918
DAVID A SPARKS	575 SAINT JOSEPH RD, BERRIEN SPRINGS, MI 49103	269-473-2115
ERIC L RODEWALD	1020 S STATE ST, BIG RAPIDS, MI 49307-2254	231-796-3655
ANTHONY J D'ANNA, JR.	8715 MAIN ST, BIRCH RUN, MI 48415-9700	989-624-5144
RALPH L BODMAN	511 E ADRIAN ST, BLISSFIELD, MI 49228	517-486-4177
JESSICA SAPUTO	2209 S TELEGRAPH, BLOOMFIELD HILLS, MI 48302-0258	248-338-8482
THOMAS J HOLKA	1000 E DIVISION, BOYNE CITY, MI 49712	231-582-2223
ANTHONY J D'ANNA	6331 DIXIE HWY, BRIDGEPORT, MI 48722-9566	989-777-0582
DAVID A SPARKS	10280 RED ARROW HWY, BRIDGMAN, MI 49106	269-465-5595
LAURA L MAYNARD	708 EAST CHICAGO STREET, BRONSON, MI 49028	517-369-5121
STEVEN HOGWOOD	306 S MAIN ST, BROOKLYN, MI 49230-9307	517-592-6134
VASANT G CHAPATWALA	20815 GIBALTAR RD, BROWNSTOWN, MI 48183-5086	734-675-6718
NEEL CHAPATWALA	19051 TELEGRAPH, BROWNSTOWN TWP, MI 48174	734-479-2077
DAVID A SPARKS	813 FRONT ST, BUCHANAN, MI 49107	269-697-8282
ROBERT L SPANGLER	5375 E COURT ST, BURTON, MI 48509	810-742-2163
ROBERT L SPANGLER	2445 CENTER RD, BURTON, MI 48519	810-742-8529
ROBERT L SPANGLER	G-3391 S SAGINAW ST, BURTON, MI 48529-1244	810-743-1120
CARL E WISEMAN	2626 84TH ST SW, BYRON CENTER, MI 49315	616-878-5359
RICK T STECKLEY ESTATE	8560 E. 34 ROAD (BOON RD), CADILLAC, MI 49601	231-775-2311
RICK T STECKLEY ESTATE	6231 M 115, CADILLAC, MI 49601	231-779-1775
CARL E WISEMAN	9383 CHERRY VALLEY, CALEDONIA, MI 49316	616-891-9892
GANI BARDHA	3200 CAPAC, CAPAC, MI 48014	810-395-9399
JAMES A LUTH	740 S STATE ST, CARO, MI 48723-1735	989-673-6628
ERIC L RODEWALD	615 W MAIN ST, CARSON CITY, MI 48811	989-584-3238
JAMES A LUTH	6180 W MAIN ST., CASS, MI 48726	989-872-4841
JAY OKAYAMA	717 E STATE ST, CASSOPOLIS, MI 49031	269-445-5505
JAMES H MAYNARD	22785 M 86, CENTREVILLE, MI 49032	269-467-6271
DOUGLAS ROZEK	1440 BRIDGE ST, CHARLEVOIX, MI 49720	231-547-5710
DOUGLAS ROZEK	1020 S MAIN ST, CHEBOYGAN, MI 49721-2273	231-627-2251
ANTHONY J D'ANNA	12943 BRADY, CHESANING, MI 48616-9561	989-845-2882
KATHLEEN SETTER	28320 23 MILE ROAD, CHESTERFIELD, MI 48051-2320	586-949-4844
WILLIAM P SAPUTO	6695 DIXIE HWY, CLARKSTON, MI 48346-2918	248-625-8500
WILLIAM P SAPUTO	5625 SASHABAW RD, CLARKSTON, MI 48346-3149	248-625-8600
RALPH L BODMAN	480 WEST MICHIGAN AVE, CLINTON, MI 49236	517-456-8700
JOHN A KOSTECKI	35025 HARPER, CLINTON TOWNSHIP, MI 48035	586-791-6680
MICHAEL E MLINARCIK	15855 15 MILE RD, CLINTON TOWNSHIP, MI 48035	586-792-2389
MICHAEL E MLINARCIK	35243 GROESBECK HWY, CLINTON TOWNSHIP, MI 48035	586-792-7930
KEVIN SETTER	1617 S. GRATIOT, CLINTON TOWNSHIP, MI 48043	586-468-8822
LAURA L MAYNARD	381 E CHICAGO ST, COLDWATER, MI 49036-2044	517-278-7171
MICHAEL KNYTYCH	150 E RYNO RD, COLOMA, MI 49038-9720	269-468-3241
JOHN PERRAS	8300 RICHARDSON RD, COMMERCE TOWNSHIP, MI 48382	248-363-4241
KENNETH J BERG	4133 W RIVER DR, COMSTOCK PARK, MI 49321-8924	616-784-7735
RANDELL G PRICE	3917 ALPINE AVE N.W., COMSTOCK PARK, MI 49321	616-785-8449
ARTHUR SCOTT	59- 68TH STREET, COOPERSVILLE, MI 49404	616-837-9549
MICHAEL DICKENDESHER	174 S HOWARD, CROSWELL, MI 48422	810-679-0042
EKREM BARDHA	1110 S STATE RD, DAVISON, MI 48423-1906	810-653-9488
ROBERT L SPANGLER	7518 LAPEER RD (SATELLITE), DAVISON, MI 48423	810-658-0245
JON M CAMPBELL, SR.	25341 MICHIGAN AVE AT GULLEY, DEARBORN, MI 48124	313-359-9488
WISE FINLEY, JR.	13158 FORD RD, DEARBORN, MI 48126-3325	313-581-5680
EDWARD R MARINEAU, JR.	7300 WYOMING RD, DEARBORN, MI 48126-1623	313-931-2915
WILLIAM F PICKARD	14860 MICHIGAN AVE, DEARBORN, MI 48126-3445	313-582-2614
EKREM BARDHA	4145 S TELEGRAPH RD, DEARBORN HEIGHTS, MI 48125	313-563-2262
JON M CAMPBELL, SR.	6412 N TELEGRAPH RD, DEARBORN HEIGHTS, MI 48127-2204	313-278-8228
JAY OKAYAMA	400 W DELAWARE, DECATUR, MI 49045	269-423-9898
GILBERTINE BRUNDIDGE	18137 JOY RD, DETROIT, MI 48228	313-336-2318
GILBERTINE BRUNDIDGE	15501 PLYMOUTH, DETROIT, MI 48227-1617	313-837-0344
NEEL CHAPATWALA	6003 WEST VERNOR HIGHWAY, DETROIT, MI 48209-2059	313-849-3070
SUJIT K DATTA	19840 VAN DYKE, DETROIT, MI 48234	313-891-8707
WISE FINLEY, JR.	21640 GRAND RIVER, DETROIT, MI 48219-3264	313-532-3780
WISE FINLEY, JR.	13676 GRAND RIVER, DETROIT, MI 48227	313-836-7314
MELVIN L JONES	14204 W 7 MILE, DETROIT, MI 48235-1719	313-345-1771
YVONNE L KNOX	14271 GRATIOT AVE, DETROIT, MI 48205-2425	313-521-4212
EDWARD R MARINEAU, JR.	RENAISSANCE CENTER STE 248 TOWER, DETROIT, MI 48243	313-567-2214

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RON MOTEN	22021 WEST 8 MILE ROAD, DETROIT, MI 48219	313-533-3410
RON MOTEN	15550 W MCNICHOLS, DETROIT, MI 48235-3762	313-836-1424
WILLIAM F PICKARD	6876 MICHIGAN AVE, DETROIT, MI 48210-2870	313-842-2694
JOHN G POTTS	15321 WYOMING RD, DETROIT, MI 48221	313-342-1274
JOHN G POTTS	17121 LIVERNOIS, DETROIT, MI 48221	313-861-5200
ERROL SERVICE	9815 GRAND RIVER, DETROIT, MI 48204	313-491-3960
ERROL SERVICE	4200 CONNOR AVE, DETROIT, MI 48215	313-499-2289
ERROL SERVICE	10400 GRATIOT, DETROIT, MI 48218	313-571-4141
ERROL SERVICE	8825 E JEFFERSON, DETROIT, MI 48214-2811	313-822-6607
ERROL SERVICE	2889 W GRAND BLVD, DETROIT, MI 48202-2611	313-871-5821
ERROL SERVICE	16950 HARPER RD, DETROIT, MI 48224	313-886-7575
ERROL SERVICE	19102 WOODWARD, DETROIT, MI 48232	313-892-1302
ERROL SERVICE	18201 MACK AVENUE, DETROIT, MI 48224	810-756-5016
SONJA M SHIELDS	20405 CONANT AVE, DETROIT, MI 48234-1230	313-893-8191
JAMES THROWER	1000 MACK AVE, DETROIT, MI 48207-2000	313-832-4100
JAMES THROWER	1101 SPRINGWELLS, DETROIT, MI 48209-1928	313-842-8330
JAMES THROWER, II	13500 LINWOOD AVE, DETROIT, MI 48221	313-865-1272
DEBORAH C VIRGILES	4235 WOODWARD AVENUE, DETROIT, MI 48201	313-832-2449
DEBORAH C VIRGILES	18403 GRAND RIVER RD, DETROIT, MI 48223-2316	313-837-9040
SCOTT JAMES KARNs	101 BAKER RD, DEXTER, MI 48130	734-424-0461
JAY OKAYAMA	652 SPRUCE ST, DOWAGIAC, MI 49047	269-782-8700
ALAN K FELLHAUER	542 TECUMSEH ST, DUNDEE, MI 48131-1054	734-529-2423
TRAVIS VAN POPPELEN	8760 LANSING RD, DURAND, MI 48429	989-288-5985
THOMAS J HOLKA	120 SOUTH LAKE STREET, EAST JORDAN, MI 49727	231-536-0303
ERROL SERVICE	17921 E 9 MILE RD, EASTPOINT, MI 48021	586-772-1311
MICHAEL L DICKERSON	9134 SPICERVILLE HWY, EATON RAPIDS, MI 48827-8907	517-663-1200
ERIC L RODEWALD	807 MAIN ST, EDMORE, MI 48829	989-427-8000
JAY OKAYAMA	68889 M 62, EDWARDSBURG, MI 49112	269-663-3132
TIMOTHY WILSON	601 N LINCOLN RD (W*M #2522), ESCANABA, MI 49829	906-789-2116
TIMOTHY WILSON	503 N LINCOLN RD, ESCANABA, MI 49829-1424	906-789-9435
JOHANNE M LUTH	1495 CENTER RD, ESSEXVILLE, MI 48732	989-893-9771
ROBERT HARRELL	821 W 7TH ST, EVART, MI 49631	231-734-6991
MELVIN L JONES	24020 ORCHARD LAKE RD, FARMINGTON HILLS, MI 48336	248-477-2011
RON MOTEN	31325 ORCHARD LAKE RD, FARMINGTON HILLS, MI 48334	248-855-9113
TERESA MULLINS	38400 W 10 MILE RD, FARMINGTON HILLS, MI 48335	248-477-7869
TERESA MULLINS	37555 12 MILE ROAD, FARMINGTON HILLS, MI 48331	248-553-8508
MARIE K HEATH	3285 WEST THOMPSON (SHELL), FENTON, MI 48430	810-714-3183
F. MARK PFAU	3216 OWEN RD, FENTON, MI 48430-1758	810-629-3636
F. MARK PFAU	1314 N LEROY, FENTON, MI 48430	810-629-4876
JOHN A KOSTECKI	22525 WOODWARD AVE, FERNDAL, MI 48220	248-545-6680
GARY GRANADER	27255 TELEGRAPH RD, FLAT ROCK, MI 48134-1010	734-782-1106
SAMUEL J COX	G-3060 MILLER ROAD, FLINT, MI 48507-1354	810-239-8441
SAMUEL J COX	3212 CLIO RD, FLINT, MI 48504-7161	810-239-9211
SAMUEL J COX	1232 N BALLENGER HIGHWAY, FLINT, MI 48504	810-767-3224
WILLIE W MIDDLEBROOKS	1510 STEWART, FLINT, MI 48505-3600	810-235-3740
WILLIE W MIDDLEBROOKS	3180 N GENESEE RD, FLINT, MI 48506	810-736-8872
WILLIE W MIDDLEBROOKS	7022 N SAGINAW HWY, FLINT, MI 48505	810-785-7771
ROBERT L SPANGLER	3719 DAVISON RD E, FLINT, MI 48506-4205	810-742-5101
ROBERT L SPANGLER	1831 S DORT HWY, FLINT, MI 48504	810-742-5101
MARKUS SCHULZ	4155 24TH AVE, FORT GRATIOT, MI 48059	810-385-9080
MICHAEL L DICKERSON	945 S GRAND RIVER, FOWLERVILLE, MI 48836-9530	517-223-3802
ANTHONY J D'ANNA	478 N MAIN ST., FRANKENMUTH, MI 48734	989-652-3132
LARRY J PETERS JR.	7374 MIDLAND RD, FREELAND, MI 48623-8803	989-695-6083
ROBERT HARRELL	1348 W MAIN ST, FREMONT, MI 49412-1465	231-924-4790
RANDELL G PRICE	6564 AIRLINE RD, FRUITPORT, MI 49415	231-865-8449
JON M CAMPBELL, SR.	2205 MIDDLEBELT RD, GARDEN CITY, MI 48135-2814	734-425-3350
GUALBERTO GONZALEZ-CARDONA	716 W MAIN ST, GAYLORD, MI 49735-1821	989-732-5242
CYNTHIA VILLAIRE	7370 GENESEE ST, GENESEE, MI 48437	810-640-2749
TIMOTHY WILSON	2010 LAKE SHORE DR, GLADSTONE, MI 49837-1252	906-428-2218
JOSEPH F NICKLYN	1107 CEDAR ST, GLADWIN, MI 48624-1815	989-426-6662
KIRK J HEATH	2330 W. GRAND BLANC RD., GRAND BLANC, MI 48507	810-655-8169
KIRK J HEATH	9293 HOLLY RD, GRAND BLANC, MI 48439	810-953-1495
MARIE K HEATH	12237 S SAGINAW, GRAND BLANC, MI 48439-1469	810-694-7460
RANDELL G PRICE	1617 S BEACON BLVD, GRAND HAVEN, MI 49417-2613	616-846-6666
CHRISTOPHER J DRAVES	712 E. SAGINAW HWY, GRAND LEDGE, MI 48837	517-627-3742
KEITH A BERG	5353 NORTHLAND DR, GRAND RAPIDS, MI 49505-1043	616-361-0313
RANDELL G PRICE	1240 S DIVISION, GRAND RAPIDS, MI 49508	616-452-0266
RANDELL G PRICE	1100 W LEONARD, GRAND RAPIDS, MI 49504	616-454-2888
RANDELL G PRICE	1130 W FULTON ST, GRAND RAPIDS, MI 49504-6117	616-774-0619
JOSEPH J SHELTON	415 28TH ST SE, GRAND RAPIDS, MI 49548	616-248-3666
CARL E WISEMAN	6095 KALAMAZOO ST, GRAND RAPIDS, MI 49508-7017	616-698-2710
RICK T STECKLEY ESTATE	2236 GRAYLING RD, GRAYLING, MI 49738-2003	989-348-2269
ERIC L RODEWALD	409 SOUTH MAPLEWOOD, GREENVILLE, MI 48838	616-754-2108
ERIC L RODEWALD	906 N LAFAYETTE, GREENVILLE, MI 48838-1130	616-754-7534
ERROL SERVICE	9130 JOSEPH CAMPAU, HAMTRAMCK, MI 48212	313-871-0610
ERROL SERVICE	17800 E 8 MILE RD, HARPER WOODS, MI 48225	313-521-8246
JOSEPH F NICKLYN	612 N 1ST ST, HARRISON, MI 48625-8401	989-539-1800

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KATHLEEN SETTER	25900 CROCKER, HARRISON TOWNSHIP, MI 48045	586-463-8240
ROBERT HARRELL	4256 W POLK RD, HART, MI 49420	231-873-8786
JAY OKAYAMA	61678 COUNTY ROAD 687, HARTFORD, MI 49057-8678	269-621-1444
ROBERT R VAN POPPELEN	16827 MARSH RD, HASLETT, MI 48840	517-339-5150
ALLAN R JARVIS	1215 W STATE ST, HASTINGS, MI 49058-9712	269-948-8233
JOHN A KOSTECKI	50 W 9 MILE, HAZEL PARK, MI 48030	248-399-5693
JAMES M MOLYNEUX	120 W SAGINAW ST, HEMLOCK, MI 48626	989-642-4473
ERROL SERVICE	14124 WOODWARD AVE, HIGHLAND PARK, MI 48203	313-865-0400
LAURA L MAYNARD	220 W CARLETON RD, HILLSDALE, MI 49242-5034	517-439-1700
ANTHONY R CASTILLO	213 N RIVER AVE, HOLLAND, MI 49424	616-392-6290
ANTHONY R CASTILLO	657 E 8TH ST, HOLLAND, MI 49423-3064	616-392-7628
ANTHONY R CASTILLO	12645 RILEY ST, HOLLAND, MI 49424	616-738-1700
RANDELL G PRICE	1190 WASHINGTON AVE, HOLLAND, MI 49423-5293	616-392-6977
RANDELL G PRICE	762 CABILL DR, HOLLAND, MI 49423	616-392-9132
KIRK J HEATH	15187 N HOLLY RD, HOLLY, MI 48442-1140	248-634-2728
MICHAEL L DICKERSON	2400 N CEDAR ST, HOLT, MI 48842-2104	517-694-9431
BRIAN D WILSON	1300 W MEMORIAL DR, HOUGHTON, MI 49931	906-482-3350
JOSEPH F NICKLYN	3571 W HOUGHTON LAKE DR, HOUGHTON LAKE, MI 48629-9200	989-366-5005
JOSEPH F NICKLYN	9307 W LAKE CITY RD, HOUGHTON LAKE, MI 48629	989-422-2893
GERALD W OLINIK	2205 W GRAND RIVER RD, HOWELL, MI 48843	317-786-4776
GERALD W OLINIK	3781 E GRAND RIVER, HOWELL, MI 48843	517-545-0939
RALPH L BODMAN	503 S MERIDIAN ST, HUDSON, MI 49247	517-448-8440
RANDELL G PRICE	4596 32ND AVE, HUDSONVILLE, MI 49426-9499	616-669-1437
GANI BARDHA	635 S CEDAR, IMLAY CITY, MI 48444-1343	810-724-0688
DOUGLAS ROZEK	6153 M68 (SATELLITE), INDIAN RIVER, MI 49749	231-238-0216
JON M CAMPBELL, SR.	27125 CHERRY HILL, INKSTER, MI 48141	313-277-6758
KEITH A BERG	2784 SOUTH STATE STREET, IONIA, MI 48846-9475	616-527-1100
STEVEN T KILIAN	1140 S STEPHENSON AVE, IRON MOUNTAIN, MI 49801-4038	906-774-8430
STEVEN T KILIAN	211 E GENESEE ST, IRON RIVER, MI 49935	906-265-2222
STEVEN T KILIAN	337 EAST CLOVERLAND DRIVE, IRONWOOD, MI 49938-1307	906-932-4240
BRIAN D WILSON	840 US HIGHWAY 41 W, ISHPEMING, MI 49849-3181	906-486-9500
JAMES M MOLYNEUX	1352 E CENTER ST, ITHACA, MI 48847-1608	989-875-2961
STEVEN HOGWOOD	3536 PAGE AVENUE, JACKSON, MI 49203	517-764-0116
STEVEN HOGWOOD	6011 ANN ARBOR RD, JACKSON, MI 49201-8884	517-764-4911
STEVEN HOGWOOD	3425 LANSING AVE, JACKSON, MI 49201	517-768-7091
STEVEN HOGWOOD	1909 W MICHIGAN, JACKSON, MI 49202-4008	517-782-3311
STEVEN HOGWOOD	3310 E MICHIGAN AVE, JACKSON, MI 49202-3854	517-782-9277
STEVEN HOGWOOD	407 W PROSPECT, JACKSON, MI 49203-4008	517-782-9829
STEVEN HOGWOOD	1105 N WEST AVE, JACKSON, MI 49202-2046	517-782-9841
STEVEN HOGWOOD	2601 AIRPORT RD, JACKSON, MI 49202-1237	517-784-1601
RANDELL G PRICE	160 CHICAGO DR, JENISON, MI 49428-9357	616-457-2070
RANDELL G PRICE	1865 BALDWIN RD, JENISON, MI 49428	616-457-5026
LAURA L MAYNARD	115 W CHICAGO ST, JONESVILLE, MI 49250	517-849-2005
STEPHEN B BLACKWOOD	3320 S WESTNEDGE, KALAMAZOO, MI 49008-2903	269-342-0323
STEPHEN B BLACKWOOD	830 RIVERVIEW DR, KALAMAZOO, MI 49001-1752	269-349-9239
GUADALUPE VELAZQUEZ	6820 W MAIN (M-43), KALAMAZOO, MI 49009	269-353-8599
GUADALUPE VELAZQUEZ	5394 W MAIN ST, KALAMAZOO, MI 49006	269-381-5027
GUADALUPE VELAZQUEZ	5500 W D AVE, KALAMAZOO, MI 49009	269-383-5589
THOMAS J HOLKA	640 S CEDAR, KALKASKA, MI 49646-9460	231-258-5022
LAWRENCE J PETERS	2515 S HURON AVE, KAWKAWLIN, MI 48631	989-671-0113
CARL E WISEMAN	1700 44TH ST SE, KENTWOOD, MI 49508-5004	616-455-0384
CARL E WISEMAN	2824 28TH ST SE, KENTWOOD, MI 49508	616-949-7241
RICK T STECKLEY ESTATE	32 N MOREY RD, LAKE CITY, MI 49651	231-839-8145
KEITH A BERG	1435 E JORDAN LAKE ST, LAKE ODESSA, MI 48849	616-374-6117
JOHN F MCMAHON	435 S BROADWAY, LAKE ORION, MI 48362-2744	248-693-4747
ERIC L RODEWALD	9150 HOWARD CITY/EDMORE RD, LAKEVIEW, MI 48850	989-352-7899
MICHAEL L DICKERSON	2775 EATON RAPIDS RD, LANSING, MI 48911	517-393-0100
MICHAEL L DICKERSON	4700 S CEDAR ST, LANSING, MI 48910-5470	517-393-8678
MICHAEL L DICKERSON	2530 E JOLLY RD, LANSING, MI 48911	517-882-4045
RENEE DRAVES	7240 W SAGINAW RD, LANSING, MI 48917-1129	517-323-2228
RENEE DRAVES	645 MENARD ST, LANSING, MI 48917	517-627-3560
BRANDON VAN POPPELEN	4015 W SAGINAW, LANSING, MI 48917-2107	517-323-3528
BRANDON VAN POPPELEN	5225 N GRAND RIVER AVE, LANSING, MI 48917	517-327-5177
BRANDON VAN POPPELEN	6300 ST JOSEPH HWY, LANSING, MI 48917-3907	517-703-9320
GANI BARDHA	486 S MAIN ST, LAPEER, MI 48446-2427	810-664-0771
GANI BARDHA	1217 IMLAY CITY RD, LAPEER, MI 48446	810-667-9234
SCOTT JAMES KARNs	4500 N HULL, LESLIE, MI 49251	517-589-8878
NEEL CHAPATWALA	4180 FORT ST, LINCOLN PARK, MI 48146	313-389-3289
NEEL CHAPATWALA	1469 FORT ST, LINCOLN PARK, MI 48146-1800	313-928-6830
VASANT G CHAPATWALA	2106 DIX HWY, LINCOLN PARK, MI 48146-2219	313-383-4800
F. MARK PFAU	603 W BROAD ST, LINDEN, MI 48451	810-735-6922
PAUL W HAMMER	19311 FARMINGTON RD, LIVONIA, MI 48152-1404	248-478-4691
PAUL W HAMMER	11800 MIDDLEBELT RD, LIVONIA, MI 48154	734-458-3990
ARTIE M VANN	38015 ANN ARBOR RD, LIVONIA, MI 48150-3499	734-462-9470
KENNETH J BERG	1300 W MAIN ST, LOWELL, MI 49331-1512	616-897-4141
ROBERT HARRELL	5389 W USHY 10, LUDINGTON, MI 49431	231-845-6919
LORI LYNN CALCATERRA	45700 N GRATIOT AVE, MACOMB, MI 48042	586-949-5528

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ANTHONY J KOSTECKI	32811 STEPHENSON HWY, MADISON HEIGHTS, MI 48071	248-588-7909
LAURA PERCIVAL	28220 JOHN R/12 MILE ROAD, MADISON HEIGHTS, MI 48071-2814	248-545-5134
LAURA PERCIVAL	32797 JOHN R, MADISON HEIGHTS, MI 48071-4731	248-585-0367
THOMAS J HOLKA	8497 N USHY 131, MANCERLONA, MI 49659	231-587-5020
JASON G RICHARDS	1630 S USHY 31, MANISTEE, MI 49660	231-723-4377
MARKUS SCHULZ	6658 S RIVERSIDE RD, MARINE CITY, MI 48039-2251	810-765-5060
ANTHONY J D'ANNA	3430 MAIN ST, MARLETTE, MI 48453-1239	989-635-3877
JAMES T WILSON	1105 W WASHINGTON, MARQUETTE, MI 49855-4001	906-226-2384
JAMES T WILSON	3225 US HIGHWAY 41 W (W*M #2079), MARQUETTE, MI 49855	906-226-7422
JAMES T WILSON	1001 M28 E, MARQUETTE, MI 49855	906-249-1516
LAURA L MAYNARD	1260 W MICHIGAN AVE, MARSHALL, MI 49068-1463	269-781-1114
MATTHEW A SCHULZ	1925 GRATIOT AVE, MARYSVILLE, MI 48040-1278	810-364-7494
MICHAEL L DICKERSON	614 KIPP RD (SATELLITE), MASON, MI 48854	517-244-9328
MICHAEL L DICKERSON	730 N. CEDAR, MASON, MI 48854	517-676-1080
NEEL CHAPATWALA	4001 OAKWOOD, MELVINDALE, MI 48122	313-381-4300
LAWRENCE C LARSON	1232 10TH AVE, MENOMINEE, MI 49858-2719	906-863-6714
CYNTHIA VILLAIRE	3989 S LAPEER, METAMORA, MI 48455	810-678-8920
PAUL J DRZEWICKI	601 WALDO AVE, MIDLAND, MI 48642	989-495-0165
PAUL J DRZEWICKI	6800 EASTMAN RD STE 5, MIDLAND, MI 48642	989-631-2315
ALAN K FELLHAUER	1177 DEXTER, MILAN, MI 48160	734-439-1520
F. MARK PFAU	120 S MILFORD RD, MILFORD, MI 48381-2741	248-676-2450
JOSEPH F NICKLYN	503 MORENCI AVE, MIO, MI 48647	989-826-8418
JEFFREY STANTON	14530 LAPLAISANCE RD, MONROE, MI 48161-3870	734-241-9438
JEFFREY STANTON	1180 DIXIE HIGHWAY, MONROE, MI 48161	734-242-6400
JEFFREY STANTON	1533 N TELEGRAPH RD, MONROE, MI 48161-3341	734-243-9570
JEFFREY STANTON	1001 SOUTH MONROE STREET, MONROE, MI 48161-3930	734-384-1097
ANTHONY J D'ANNA, JR.	249 E STATE ST, MONTROSE, MI 48457	810-639-3800
LORI LYNN CALCATERRA	107 N GROESBECK, MT CLEMENS, MI 48043	586-469-0084
KATHLEEN SETTER	24627 N RIVER RD, MT CLEMENS, MI 48043	586-954-4875
WILLIE W MIDDLEBROOKS	G-8010-3 DORT HWY, MT MORRIS, MI 48458	810-687-0454
WILLIE W MIDDLEBROOKS	G-7252 NORTH SAGINAW, MT MORRIS, MI 48458	810-687-1960
RANDELL G PRICE	1696 STERNBERG ROAD, MUSKEGON, MI 49444	231-798-7681
ARTHUR SCOTT	122 MUSKEGON AVE, MUSKEGON, MI 49442	231-727-6128
ARTHUR SCOTT	1779 E SHERMAN BLVD, MUSKEGON, MI 49444	231-733-6305
ARTHUR SCOTT	2237 HOLTON ROAD, MUSKEGON, MI 49445	231-744-8663
ARTHUR SCOTT	1831 SHERMAN BLVD W, MUSKEGON, MI 49441-3428	231-755-2585
ARTHUR SCOTT	3586 E APPLE AVE, MUSKEGON, MI 49442	231-767-8523
ARTHUR SCOTT	1491 APPLE AVE, MUSKEGON, MI 49442-3748	231-773-2131
KATHLEEN SETTER	35899 GREEN ST, NEW BALTIMORE, MI 48047-2416	586-725-4543
JAY OKAYAMA	18881 LAPORTE RD, NEW BUFFALO, MI 49117	269-469-1924
KATHLEEN SETTER	57065 GRATIOT AVE, NEW HAVEN, MI 48048	586-749-0172
F. MARK PFAU	30528 LYON CENTER DR E, NEW HUDSON, MI 48165-8901	248-446-8169
ROBERT HARRELL	8175 S MASON, NEWAYGO, MI 49337	231-652-2123
TIMOTHY L IDALSKI	13921 STATE HWY M28, NEWBERRY, MI 49868	906-293-3992
ANTHONY J D'ANNA	5947 N LAPEER RD (SATELLITE), NORTH BRANCH, MI 48461	810-793-5248
ARTHUR SCOTT	190 WHITEHALL/HOLTON RD, NORTH MUSKEGON, MI 49445	231-744-2681
TERESA MULLINS	39555 SIX MILE, NORTHVILLE TOWNSHIP, MI 48167	734-420-3470
ARTHUR SCOTT	NORTON AVE, NORTON SHORES, MI 49441	231-722-1000
STEVEN KILIAN, JR.	401 MURRAY RD US2 (STO), NORWAY, MI 49870	906-563-8546
CLAUDE MURPHY	42665 12 MILE RD, NOVI, MI 48377-3004	248-348-0255
SUJIT K DATTA	26550 GREENFIELD RD, OAK PARK, MI 48237-1053	248-398-9700
ARTIE M VANN	21000 GREENFIELD RD, OAK PARK, MI 48237-3025	248-968-5149
CYNTHIA VILLAIRE	925 S ORTONVILLE RD, ORTONVILLE, MI 48462	248-627-6225
JOSEPH F NICKLYN	5050 N HURON RD, OSCODA, MI 48750	989-739-3111
CYNTHIA VILLAIRE	213 N STATE ST PO BOX 115(SATELLITE), OTISVILLE, MI 48463	810-631-4044
JEFFREY STANTON	6158 USHY 223, OTTAWA LAKE, MI 49267	734-854-8571
ROBERT R VAN POPPELEN	601 W MAIN ST, OWOSSO, MI 48867-2609	989-723-5222
ROBERT R VAN POPPELEN	2400 E MAIN ST, OWOSSO, MI 48867-9073	989-723-8438
JOHN F MCMAHON	655 N. LAPEER, OXFORD, MI 48371	248-628-2780
ROBERT R VAN POPPELEN	3077 LANSING RD, PERRY, MI 48872	517-625-4044
DOUGLAS ROZEK	1340 HWY 31 N, PETOSKEY, MI 49770	231-347-1711
DAVID W PERRY	1184 M 36, PINCKNEY, MI 48169	734-878-9400
TED C LEZOTTE	766 E PINCONNING RD, PINCONNING, MI 48650	989-879-4170
TERESA MULLINS	39700 FIVE MILE RD, PLYMOUTH, MI 48170-2709	734-420-0033
SUJIT K DATTA	520 EAST WALTON, PONTIAC, MI 48340	248-334-1047
MARKUS SCHULZ	1201 24TH ST, PORT HURON, MI 48060-4849	810-985-5030
MARKUS SCHULZ	2509 PINE GROVE AVE, PORT HURON, MI 48060-2868	810-987-3374
STEPHEN B BLACKWOOD	5432 PORTAGE RD, PORTAGE, MI 49002	269-349-4890
CHRISTOPHER J DRAVES	285 E LANSING RD, POTTERVILLE, MI 48876	517-645-0374
LAURA L MAYNARD	122 W CHICAGO, QUINCY, MI 49082	517-639-3086
JON M CAMPBELL, SR.	11310 TELEGRAPH RD, REDFORD, MI 48239	313-387-3053
JON M CAMPBELL, SR.	25830 PLYMOUTH RD/BEECH, REDFORD TOWNSHIP, MI 48239	313-937-8210
MELVIN L JONES	26990 GRAND RIVER RD, REDFORD TOWNSHIP, MI 48240	313-534-0142
ROBERT HARRELL	4985 PARK ST, REED CITY, MI 49677-9634	231-832-3699
STEPHEN B BLACKWOOD	8200 32ND ST, RICHLAND, MI 49083	269-629-0814
MATTHEW A SCHULZ	67600 MAIN ST, RICHMOND, MI 48062-1926	586-727-2800
VASANT G CHAPATWALA	10995 W. JEFFERSON AVE, RIVER ROUGE, MI 48229	734-374-8080

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM P SAPUTO, JR.	808 ROCHESTER ROAD, ROCHESTER, MI 48307-2740	248-652-7661
WILLIAM P SAPUTO, JR.	2985 WALTON BLVD, ROCHESTER HILLS, MI 48309-1419	248-375-0916
RANDELL G PRICE	500 E DIVISION, ROCKFORD, MI 49341-1323	616-866-2550
DOUGLAS ROZEK	290 S BRADLEY HWY, ROGERS CITY, MI 49779-2100	989-734-7131
VASANT G CHAPATWALA	9777 WAYNE RD, ROMULUS, MI 48174-1550	734-941-6580
VASANT G CHAPATWALA	9273 MIDDLEBELT RD, ROMULUS, MI 48174-2510	734-946-8088
JAMES THROWER	MCNAMARA TERMINAL SPACE L-2, ROMULUS, MI 48174	734-247-4366
JAMES THROWER	8019 MERRIMAN RD, ROMULUS, MI 48174	734-728-4264
JAMES THROWER	METRO AIRPORT - NORTH TERMINAL, ROMULUS, MI 48242	734-941-5402
JOSEPH F NICKLYN	405 N 5TH ST, ROSCOMMON, MI 48653	989-275-0533
JOSEPH F NICKLYN	2770 S M 33, ROSE CITY, MI 48654	989-685-3773
DAVID YOUNGER	26765 GRATIOT, ROSEVILLE, MI 48066	586-775-7029
DAVID YOUNGER	27901 GRATIOT AVE, ROSEVILLE, MI 48066	586-777-6698
DAVID YOUNGER	15401 E 12 MILE RD, ROSEVILLE, MI 48066-1840	586-778-3020
ANDREW KOSTECKI	3300 ROCHESTER ROAD, ROYAL OAK, MI 48073-2811	248-585-2262
ANTHONY J KOSTECKI	423 W 11 MILE RD, ROYAL OAK, MI 48067-2240	248-543-9888
ANTHONY J KOSTECKI	2829 W 14 MILE RD, ROYAL OAK, MI 48073-1767	248-549-6262
WILLIAM P SAPUTO	30807 WOODWARD AVE, ROYAL OAK, MI 48073-6932	248-435-3160
JOHANNE M LUTH	3670 E WASHINGTON RD., SAGINAW, MI 48601	989-752-4568
JOHANNE M LUTH	3700 E GENESEE ST, SAGINAW, MI 48601-4280	989-755-7785
JOHANNE M LUTH	3200 HOLLAND RD, SAGINAW, MI 48601-6600	989-755-7910
JAMES M MOLYNEUX	7778 GRATIOT AVE, SAGINAW, MI 48609-5017	989-781-0910
WILLIAM F PICKARD	7847 E MICHIGAN AVE, SALINE, MI 48176	734-429-1265
MICHAEL DICKENDESHER	460 W SANILAC, SANDUSKY, MI 48471-1065	810-648-2465
JAN MARIE ROBINSON	2850 I-75 BUSINESS SPUR, SAULT ST. MARIE, MI 49783	906-632-0059
JAN MARIE ROBINSON	1107 RIVERVIEW WAY, SAULT ST. MARIE, MI 49783	906-632-0486
JAMES A LUTH	599 S UNIONVILLE RD (M25), SEBEWAING, MI 48759	989-883-9898
DONALD K OBLINGER	550 E WRIGHT AVE, SHEPHERD, MI 48883	989-828-7006
ERIKA SCHULZ-ROGERS	2805 WADHAMS, SMITHS CREEK, MI 48074-1433	810-982-1870
MICHAEL KNYTYCH	3383 73RD ST (WALMART #1540), SOUTH HAVEN, MI 49090	269-637-2798
MICHAEL KNYTYCH	1025 LAGRANGE, SOUTH HAVEN, MI 49090-1939	269-637-6953
ELAINE M PERRY	22100 PONTIAC TRL, SOUTH LYON, MI 48178-1620	248-437-3226
RON MOTEN	24480 TELEGRAPH/TEN MILE, SOUTHFIELD, MI 48034	248-351-0227
RON MOTEN	28670 NORTHWESTERN HWY., SOUTHFIELD, MI 48034	248-352-6574
SONJA M SHIELDS	30161 SOUTHFIELD RD, SOUTHFIELD, MI 48076	248-594-4773
GARY GRANADER	14845 EUREKA RD, SOUTHGATE, MI 48195-2001	734-282-2712
GARY GRANADER	16515 FORT STREET, SOUTHGATE, MI 48195	734-285-7040
NASSER JALLAD	18787 NORTHLINE RD, SOUTHGATE, MI 48195	734-374-8850
RANDELL G PRICE	450 W DIVISION, SPARTA, MI 49345-1044	616-887-8565
STEVEN HOGWOOD	121 E MAIN ST, SPRING ARBOR, MI 49283	517-750-3393
RANDELL G PRICE	406 W SAVIDGE, SPRING LAKE, MI 49456	616-846-8000
ANTHONY J D'ANNA	1000 SAGINAW ST, ST. CHARLES, MI 48655	989-865-8559
MARKUS SCHULZ	1155 S CARNEY DR, ST. CLAIR, MI 48079	810-329-2606
ERROL SERVICE	22333 E 9 MILE RD, ST. CLAIR SHORES, MI 48080	586-445-6196
TIMOTHY L IDALSKI	928 W US 2, ST. IGNACE, MI 49781	906-643-8973
ROBERT R VAN POPPELEN	920 S US27, ST. JOHNS, MI 48879	989-224-3325
DAVID A SPARKS	2820 NILES AVE, ST. JOSEPH, MI 49085	269-983-7498
DONALD K OBLINGER	115 W WASHINGTON AVE, ST. LOUIS, MI 48880	989-681-3603
JUDITH K LEZOTTE	515 S USHY 23, STANDISH, MI 48658	989-846-9561
ERIC L RODEWALD	329 E MAIN, STANTON, MI 48888	616-754-7534
MICHAEL E MLINARCIK	8280 15 MILE RD, STERLING HEIGHTS, MI 48312	586-939-9460
DAVID A SPARKS	4661 RED ARROW HWY, STEVENSVILLE, MI 49127	269-429-4395
SCOTT JAMES KARNIS	4997 BIRD INDUSTRIAL DRIVE, STOCKBRIDGE, MI 49285	517-851-7817
WILLIAM P SAPUTO	2234 ORCHARD LAKE RD, SYLVAN LAKE, MI 48320-1750	248-681-0002
JOSEPH F NICKLYN	605 EAST LAKE STREET, TAWAS CITY, MI 48730	989-362-3956
NEEL CHAPATWALA	10236 S TELEGRAPH RD, TAYLOR, MI 48180-3330	313-292-5202
NEEL CHAPATWALA	21300 ECORSE RD, TAYLOR, MI 48180-1852	313-928-3900
NASSER JALLAD	23333 EUREKA RD, TAYLOR, MI 48180	734-287-1013
NASSER JALLAD	26730 EUREKA RD, TAYLOR, MI 48180-4833	734-941-8760
RALPH L BODMAN	1206 WEST CHICAGO BLVD., TECUMSEH, MI 49236	517-423-2826
JAMES H MAYNARD	15286 M60, TEKONSHA, MI 49092	517-767-3518
GUALBERTO GONZALEZ-CARDONA	2468 S AIRPORT RD W, TRAVERSE CITY, MI 49684	231-933-9248
GUALBERTO GONZALEZ-CARDONA	933 US 31 S, TRAVERSE CITY, MI 49684	231-943-0774
GUALBERTO GONZALEZ-CARDONA	710 E FRONT ST, TRAVERSE CITY, MI 49686	231-946-5740
GUALBERTO GONZALEZ-CARDONA	3606 N US 31 S, TRAVERSE CITY, TRAVERSE CITY, MI 49684	231-946-6100
VASANT G CHAPATWALA	1581 VAN HORN, TRENTON, MI 48183	734-692-8032
GARY GRANADER	3355 WEST RD, TRENTON, MI 48183-2343	734-675-6760
LAURA PERCIVAL	36895 DEQUINDRE, TROY, MI 48083	248-528-1393
LAURA PERCIVAL	3039 ROCHESTER RD, TROY, MI 48083	248-740-0604
WILLIAM P SAPUTO	1200 LIVERNOIS RD, TROY, MI 48083-2719	248-588-4072
WILLIAM P SAPUTO, JR.	47475 VAN DYKE RD, UTICA, MI 48317-3366	586-739-9383
ANTHONY J D'ANNA	933 W HURON, VASSAR, MI 48768	989-823-7615
RANDELL G PRICE	2652 ALPINE AVE, WALKER, MI 49504-1963	616-363-3600
RANDELL G PRICE	3030 WALKER AVE, WALKER, MI 49504	616-791-0435
TERESA MULLINS	1212 W MAPLE RD, WALLED LAKE, MI 48390	248-624-7750
TERESA MULLINS	515 HAGGERTY RD, WALLED LAKE, MI 48390	248-960-5071
SUJIT K DATTA	4899 E EIGHT MILE RD, WARREN, MI 48091-2767	586-754-9375

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN A KOSTECKI	2250 E 10 MILE ROAD, WARREN, MI 48091-3701	586-755-1440
LAURA PERCIVAL	28959 MOUND RD, WARREN, MI 48092	586-576-0434
LAURA PERCIVAL	4240 E 14 MILE, WARREN, MI 48092-4325	586-939-4219
LAURA PERCIVAL	32155 VAN DYKE AVE, WARREN, MI 48093	586-983-2606
ERROL SERVICE	23000 VAN DYKE, WARREN, MI 48089	586-754-9597
ERROL SERVICE	11631 10 MILE RD, WARREN, MI 48089	586-756-8030
ERROL SERVICE	23060 GROESBECK (SATELLITE), WARREN, MI 48089	586-779-8123
DAVID YOUNGER	30837 SCHOENHERR RD, WARREN, MI 48093-6857	586-751-0270
DAVID YOUNGER	27480 VAN DYKE RD, WARREN, MI 48093-2804	586-755-0290
MICHAEL E MLINARCIK	66500 VAN DYKE, WASHINGTON, MI 48095-2015	586-752-6404
SUJIT K DATTA	141 N TELEGRAPH, WATERFORD, MI 48328	248-738-7624
PETER DONAGHUE	5854 HIGHLAND RD, WATERFORD, MI 48327-1827	248-674-0937
F. MARK PFAU	7600 COOLEY LAKE RD, WATERFORD, MI 48327-4190	248-360-2790
JESSICA SAPUTO	3205 ELIZABETH LAKE RD, WATERFORD, MI 48328-3004	248-681-1220
WILLIAM P SAPUTO	2450 DIXIE HWY, WATERFORD, MI 48328	248-334-4800
CLAIRE SCHAEFFER	4772 DIXIE HWY, WATERFORD, MI 48329-3525	248-674-0961
ALLAN R JARVIS	1515 N PATTERSON (SATELLITE), WAYLAND, MI 49348	269-792-8018
MICHAEL L DICKERSON	805 HIGHVIEW, WEBBERVILLE, MI 48892	517-521-1113
JUDITH K LEZOTTE	2940 COOK RD, WEST BRANCH, MI 48661-9338	989-345-1860
JAMES THROWER	31350 MICHIGAN AVE, WESTLAND, MI 48185	734-326-0230
F. MARK PFAU	9615 HIGHLAND ROAD, WHITE LAKE, MI 48386-2315	248-698-2424
F. MARK PFAU	6491 HIGHLAND RD, WHITE LAKE, MI 48386	248-889-0026
JAMES H MAYNARD	103 USHY 131, WHITE PIGEON, MI 49099	269-483-0042
ROBERT HARRELL	3038 COLBY STREET, WHITEHALL, MI 49461-9637	231-894-2558
GUALBERTO GONZALEZ-CARDONA	5908 USHY 31 N, WILLIAMSBURG, MI 49690	231-938-9725
MICHAEL L DICKERSON	200 W GRAND RIVER AVE, WILLIAMSTON, MI 48895-1320	517-655-5450
GARY GRANADER	22172 WEST RD, WOODHAVEN, MI 48183	734-675-2940
GARY GRANADER	3421 BIDDLE AVE, WYANDOTTE, MI 48192-6222	734-281-1105
JOSEPH J SHELTON	2727 28TH ST SW, WYOMING, MI 49509-2109	616-534-3876
CARL E WISEMAN	5631 BYRON CENTER AVE, WYOMING, MI 49418	616-249-3115
ERIKA SCHULZ-ROGERS	105 MAIN ST, YALE, MI 48097	810-387-2112
ALAN K FELLHAUER	5550 W MICHIGAN AVE, YPSILANTI, MI 48197	734-572-1452
TONI RODGERS	3811 CARPENTER RD, YPSILANTI, MI 48197	734-477-9010
TONI RODGERS	1070 HURON RIVER DR, YPSILANTI, MI 48197	734-481-0470
MONIQUE C VANN	16 ECORSE RD, YPSILANTI, MI 48198-5711	734-485-8416
RANDELL G PRICE	8531 HOMESTEAD DRIVE, ZEELAND, MI 49464	616-772-9512
GLEN L COOK	650 2ND ST NE, AITKIN, MN 56431	218-927-2120
RICHARD T LOMMEN, JR.	2808 BRIDGE AVE, ALBERT LEA, MN 56007-2082	507-377-9573
DAVID A SCHERER	609 E MAIN ST, ALBERT LEA, MN 56007-2936	507-377-1355
DAVID A SCHERER	840 HAPPY TRAILS LN, ALBERT LEA, MN 56007	507-377-6098
KEVIN COOK	853 STHY 29 N, ALEXANDRIA, MN 56308	320-759-7272
KEVIN COOK	4910 HWY 29 S, ALEXANDRIA, MN 56308-2905	320-763-5070
JEFFREY A SMITH	15232 BLUEBIRD STREET NW, ANDOVER, MN 55304	763-434-3137
PETER KORMANIK	211 ELM STREET WEST, ANNANDALE, MN 55302	320-274-5958
KRISTINE K GENCK	720 W MAIN ST, ANOKA, MN 55303-1581	763-427-8650
STEVEN E HALVERSON	1313 W COUNTY ROAD E, ARDEN HILLS, MN 55112	651-633-1257
RICHARD T LOMMEN, JR.	1009 W OAKLAND AVE, AUSTIN, MN 55912-2217	507-433-6030
RICHARD T LOMMEN, JR.	1402 14TH ST NW, AUSTIN, MN 55912	507-434-7810
VALERIE SILVA	304 BLATTNER DRIVE, AVON, MN 56310	320-356-7729
COREY KLINEFELTER	903 MAIN STREET, BAUDETTE, MN 56623	218-634-1320
GLEN L COOK	7295 GLORY ROAD, BAXTER, MN 56425	218-824-2020
KRISTINE K GENCK	12945 ROLLING RIDGE ROAD, BECKER, MN 55308	763-262-3838
MARY P CHOATE	NULL ENTERPRISE DR, BELLE PLAINE, MN 56011	952-873-3290
COREY KLINEFELTER	1245 PAUL BUNYAN DR NW, BEMIDJI, MN 56601-4123	218-751-2560
COREY KLINEFELTER	520 PAUL BUNYAN DR, BEMIDJI, MN 56601	218-759-9117
KRISTINE K GENCK	330 JEFFERSON BLVD, BIG LAKE, MN 55309	763-263-1010
DAVID G CHOATE	9529 LYNDALE AVENUE SOUTH, BLOOMINGTON, MN 55420-4213	952-881-8010
DAVID G CHOATE	9240 BLOOMINGTON FERRY RD, BLOOMINGTON, MN 55438-1429	952-944-8388
DAVID G CHOATE	7997 SOUTHTOWN CTR, BLOOMINGTON, MN 55431	952-948-1855
WESLEY CLERC JR	1202 BUCCANEER DR, BLUE EARTH, MN 56013	507-526-3739
GLEN L COOK	505 NE WASHINGTON ST, BRAINERD, MN 56401	218-829-6925
GLEN P COOK	521 W WASHINGTON ST, BRAINERD, MN 56401-2927	218-829-5201
SHAHAB HYDER	9000 85TH AVE NORTH, BROOKLYN PARK, MN 55445-2153	763-425-0990
SHAHAB HYDER	7685 W BROADWAY, BROOKLYN PARK, MN 55428	763-425-4240
SHAHAB HYDER	1480 85TH AVE N, BROOKLYN PARK, MN 55444-1416	763-560-1726
DAVID G CHOATE	2901 W HWY 13, BURNSVILLE, MN 55337-1707	952-890-4994
RICHARD T LOMMEN, JR.	955 HIGH POINT DRIVE NE, BYRON, MN 55920	507-775-0935
THOMAS P BUTLER	31675 65TH AVE, CANNON FALLS, MN 55009	507-263-2754
SHAHAB HYDER	12321 CHAMPLIN DR, CHAMPLIN, MN 55316-1906	763-421-8182
EUGENE A BORG	90 LAKE DR E, CHANHASSEN, MN 55317-9319	952-934-8530
PAUL D OSTERGAARD	1120 HAZELTINE BLVD, CHASKA, MN 55318	952-361-5414
PAUL D OSTERGAARD	2840 CHASKA BLVD, CHASKA, MN 55318-2294	952-448-6423
PHILIP THIESCHAFER	29575 SPORTSMAN DR, CHISAGO CITY, MN 55013	651-257-2200
CHARLES L KLINEFELTER	710 IRON MINER MEMORIAL RD, CHISHOLM, MN 55719	218-254-4227
VALERIE L NETLAND	1 CENTRAL ST, CIRCLE PINES, MN 55014-1761	763-780-3937
CHARLES L KLINEFELTER	101 S HWY 53 & PINE ST, COOK, MN 55723	218-666-0077
JEFFREY A SMITH	3080 COON RAPIDS BLVD, COON RAPIDS, MN 55433-3474	763-422-9218

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JEFFREY A SMITH	3231 NORTHDAL BLVD, COON RAPIDS, MN 55433	763-506-0060
JEFFREY A SMITH	11364 FOLEY BLVD NW, COON RAPIDS, MN 55448-3348	763-755-2149
JAMES P DUVAL	7355 POINT DOUGLAS RD, COTTAGE GROVE, MN 55016	651-459-9415
MICHAEL M O'KEEFE	1811 UNIVERSITY AVE, CROOKSTON, MN 56716	218-281-7611
SHAHAB HYDER	5400 W BROADWAY, CRYSTAL, MN 55428-3506	763-533-8150
KENNETH P DARULA	1490 BABCOCK BLVD, DELANO, MN 55328	763-972-5912
GLEN L COOK	415 E FRAZEE, DETROIT LAKES, MN 56501-3605	218-847-3558
DOUGLAS T FEAZEL	110 E CENTRAL ENTRANCE, DULUTH, MN 55811-5510	218-722-8900
KAY L BUTLER	1075 DIFFLEY RD, EAGAN, MN 55123	651-405-1332
KAY L BUTLER	3045 HOLIDAY LN, EAGAN, MN 55121	651-686-5210
KAY L BUTLER	1351 TOWN CENTRE DR, EAGAN, MN 55123	651-686-5592
THOMAS P BUTLER	1995 SILVER BELL RD, EAGAN, MN 55122-1102	651-452-2307
THOMAS P BUTLER	4565 ERIN LN, EAGAN, MN 55121	651-452-3179
MICHAEL M O'KEEFE	1212 CENTRAL AVE NE, EAST GRAND FORKS, MN 56721-1603	218-773-3922
KRISTINE K GENCK	18185 ZANE ST. (WALMART), ELK RIVER, MN 55330	763-441-4621
KRISTINE K GENCK	700 DODGE AVE, ELK RIVER, MN 55330-1977	763-441-7966
PAUL D OSTERGAARD	770 EXCELSIOR BLVD, EXCELSIOR, MN 55331-1968	952-474-4998
WESLEY CLERC JR	2217 N STATE ST, FAIRMONT, MN 56031-3633	507-238-4832
COLLEEN VANBLARCOM	525 N.W. 4TH STREET, FARIBAULT, MN 55021-5032	507-332-7040
KAY L BUTLER	4655 KNUSTEN DR, FARMINGTON, MN 55024	651-463-7400
LINCOLN KALENBERG	2085 COLLEGE WAY, FERGUS FALLS, MN 56537-1061	218-736-5856
GLEN P COOK	139 HIGHWAY 23 W, FOLEY, MN 56329-8533	320-968-7337
KEITH THIESCHAFER	1244 W BROADWAY PO BOX 87, FOREST LAKE, MN 55025-1417	651-464-5440
MARK WHEELDON	8100 UNIVERSITY AVE NE, FRIDLEY, MN 55432-1864	763-780-9611
GLEN L COOK	1351 TOWN CENTRE DR, GARRISON, MN 56450	320-692-4911
TIMOTHY O BAYLOR	720 N WINNETKA AVE, GOLDEN VALLEY, MN 55427-4530	763-545-1079
SHAHAB HYDER	9315 MEDICINE LAKE RD, GOLDEN VALLEY, MN 55427-3112	763-544-2077
COREY KLINEFELTER	1221 POKEGAMA AVE S, GRAND RAPIDS, MN 55744-5044	218-326-5561
CHARLES L KLINEFELTER	1442 E 40TH ST, HIBBING, MN 55746	218-262-1186
PREDRAG DOSTANIC	203 MORRIS AVE STE 3, HINCKLEY, MN 55037	320-384-0071
PETER KORMANIK	1098 HWY 15 S, HUTCHINSON, MN 55350-3154	320-587-2449
CHARLES L KLINEFELTER	1700 17TH STREET, INTERNATIONAL FALLS, MN 56649	218-283-9500
PATRICK DUVAL	3075 80TH ST E, INVER GROVE HEIGHTS, MN 55075	651-306-1378
PREDRAG DOSTANIC	412 COUNTY ROAD 5 NE, ISANTI, MN 55040-7109	763-444-7916
DAVID G CHOATE	260 TRIANGLE LN, JORDAN, MN 55352	952-492-6680
VALERIE L NETLAND	610 APOLLO DR, LINO LAKES, MN 55014	763-398-0323
PETER KORMANIK	1021 E HIGHWAY 12, LITCHFIELD, MN 55355-2616	320-593-7182
TERRENCE MCBRIDE	2260 RICE ST, LITTLE CANADA, MN 55113	651-483-8197
GLEN L COOK	104 LEMIEUR ST, LITTLE FALLS, MN 56345	320-632-2724
KENNETH P DARULA	2410 W INDUSTRIAL BLVD, LONG LAKE, MN 55356	952-475-3588
RICHARD A LESSNAU	1001 S KNISS, LUVERNE, MN 56156	507-283-8114
COLLEEN VANBLARCOM	1411 MADISON AVE, MANKATO, MN 56001-5441	507-345-3370
COLLEEN VANBLARCOM	150 W LIND CT, MANKATO, MN 56001-0400	507-625-7199
COLLEEN VANBLARCOM	1921 ADAMS ST, MANKATO, MN 56001	507-625-7559
DAVID G CHOATE	9530 BLACK OAKS AVE, MAPLE GROVE, MN 55311	763-420-5911
SHAHAB HYDER	6255 SYCAMORE LN N, MAPLE GROVE, MN 55369-6322	763-559-1560
OSCAR BINDER	2935 SOUTHLAWN DR, MAPLEWOOD, MN 55109	651-777-9408
JAMES P DUVAL	1797 COPE AVE, MAPLEWOOD, MN 55109-2608	651-777-3949
COURTNEY HENRY	2730 MINNEHAHA AVE, MAPLEWOOD, MN 55119	651-739-9485
RICK CLERC	1200 E COLLEGE DR, MARSHALL, MN 56258-2010	507-537-1139
KENNETH P DARULA	822 HWY 55, MEDINA, MN 55340	763-478-2734
JAMES P DUVAL	2020 DODD RD, MENDOTA HEIGHTS, MN 55120	651-454-7094
TIMOTHY O BAYLOR	916 W BROADWAY, MINNEAPOLIS, MN 55411	612-521-8504
DAVID G CHOATE	407 15TH AVE SE, MINNEAPOLIS, MN 55414-2009	612-331-6590
DAVID G CHOATE	555 NICOLLET MALL GAVIIDA COMMONS, MINNEAPOLIS, MN 55402-1066	612-341-9475
DAVID G CHOATE	4435 LYNDALE AVE N, MINNEAPOLIS, MN 55412-1436	612-521-1200
MIKE DARULA	2929 HENNEPIN AVE S, MINNEAPOLIS, MN 55408-1955	612-827-4135
SHAHAB HYDER	810 E 27TH ST, MINNEAPOLIS, MN 55407-3701	612-871-0464
DAVID D REINERT	2400 NICOLLET AVE S, MINNEAPOLIS, MN 55404-3449	612-870-9706
JEFFREY A SMITH	3110 E LAKE ST, MINNEAPOLIS, MN 55406-2002	612-729-9005
JEFFREY A SMITH	210 E LAKE ST, MINNEAPOLIS, MN 55408-2450	612-825-9700
JEFFREY A SMITH	4605 CENTRAL AVE NE, MINNEAPOLIS, MN 55421-2435	763-571-7416
CONNIE A WILLIAMS	4121 HIAWATHA AVE, MINNEAPOLIS, MN 55406-3357	612-729-4417
KEVIN COOK	1706 E HWY 7, MONTEVIDEO, MN 56265	320-269-7515
STEVEN D LIND	220 8TH ST S, MOORHEAD, MN 56560-2811	218-236-5011
STEVEN D LIND	3009 HWY 10 E, MOORHEAD, MN 56560-2549	218-236-7070
PREDRAG DOSTANIC	500 HIGHWAY 65, MORA, MN 55051	320-679-2269
MICHAEL J STEEN	1124 ATLANTIC AVE PO BOX 469, MORRIS, MN 56267	320-589-3239
PREDRAG DOSTANIC	2201 HWY 10, MOUNDS VIEW, MN 55112-4924	763-786-7150
VALERIE L NETLAND	729 LONG LAKE RD, NEW BRIGHTON, MN 55112-7770	651-631-9176
MARK WHEELDON	1168 SILVER LAKE RD, NEW BRIGHTON, MN 55112-6325	651-636-5254
DAVID G CHOATE	100 TENTH AVE. SE SUITE 2, NEW PRAGUE, MN 56071	952-758-5995
MARGARET M KROPINSKI	1705 S BROADWAY, NEW ULM, MN 56073	507-359-9529
PREDRAG DOSTANIC	5835 ST. CROIX TRAIL, NORTH BRANCH, MN 55056	651-674-8380
COLLEEN VANBLARCOM	1101 S HWY 3, NORTHFIELD, MN 55057-3086	507-663-0236
EUGENE A BORG	410 FAXON RD N, NORWOOD YOUNG AMERICA, MN 55368	952-467-4495
OSCAR BINDER	7830 32ND ST N, OAKDALE, MN 55128	651-777-6699

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
COREY KLINEFELTER	101 S PARK AVE, PARK RAPIDS, MN 56470	218-732-9957
LINCOLN KALENBERG	120 SOUTH BROADWAY, PELICAN RAPIDS, MN 56572	218-863-2455
GLEN P COOK	100 JUDD STREET SUITE A, PERHAM, MN 56573	218-346-4100
PREDRAG DOSTANIC	1450 8TH ST NW, PINE CITY, MN 55063-1137	320-629-0030
DALE PORTER	609 8TH AVE SE, PIPESTONE, MN 56164	507-825-3222
PREDRAG DOSTANIC	701 NORTHLAND DR, PRINCETON, MN 55371	763-389-5310
DAVID G CHOATE	16831 HWY 13 SE, PRIOR LAKE, MN 55372	952-447-8511
DOUGLAS T FEAZEL	9310 W SKYLINE PKY, PROCTOR, MN 55810	218-628-2112
RICHARD T LOMMEN, JR.	2770 N SERVICE DR, RED WING, MN 55066-1985	651-388-1413
KEVIN COOK	1271 E BRIDGE ST, REDWOOD FALLS, MN 56283-1901	507-637-2061
GLEN P COOK	2378 PINE RD NW, RICE, MN 56367-9740	320-393-4600
DAVID D REINERT	6645 LYNDALE AVE S, RICHFIELD, MN 55423	612-866-2086
TIMOTHY O BAYLOR	4601 LAKE DR, ROBBINSDALE, MN 55422	763-535-9100
RICHARD T LOMMEN, JR.	1505 2ND ST SW, ROCHESTER, MN 55902-0356	507-252-0691
RICHARD T LOMMEN, JR.	4636 COMMERCIAL DR SW, ROCHESTER, MN 55902	507-281-1167
RICHARD T LOMMEN, JR.	1306 APACHE DR SW, ROCHESTER, MN 55902	507-288-2264
RICHARD T LOMMEN, JR.	1937 WEST FRONTAGE ROAD, ROCHESTER, MN 55901	507-288-3672
RICHARD T LOMMEN, JR.	1116 N BROADWAY, ROCHESTER, MN 55906	507-288-4454
RICHARD T LOMMEN, JR.	5500 HWY #52 N, ROCHESTER, MN 55901	507-289-5289
KRISTINE K GENCK	21300 ROGERS DR, ROGERS, MN 55374-9540	763-428-2846
KAY L BUTLER	15035 CANADA AVE, ROSEMOUNT, MN 55068-1758	651-423-1030
STEVEN E HALVERSON	2075 SNELLING AVE N, ROSEVILLE, MN 55113	651-631-1630
MICHAEL J STEEN	1210 TIMBERLANE DR, SAUK CENTRE, MN 56378	320-352-5651
THOMAS P BUTLER	3990 COUNTY RD 42, SAVAGE, MN 55378	952-890-2258
PAUL D OSTERGAARD	227 MARSCHALL RD, SHAKOPEE, MN 55379-1674	952-445-8050
MARK WHEELDON	8124 HWY 65, SPRING LAKE PARK, MN 55432-2020	763-786-6260
KRISTINE K GENCK	23100 SAINT FRANCIS BLVD, ST. FRANCIS, MN 55070	763-753-4713
WESLEY CLERC JR	313 1ST AVE S, ST. JAMES, MN 56081	507-375-7552
VALERIE SILVA	1180 E. ELM STREET, ST. JOSEPH, MN 56374	320-363-4223
KENNETH P DARULA	5200 EXCELSIOR BLVD, ST. LOUIS PARK, MN 55416	952-928-4821
KENNETH P DARULA	6320 W LAKE ST, ST. LOUIS PARK, MN 55416	952-929-0770
KENNETH P DARULA	350 CENTRAL AVE E, ST. MICHAEL, MN 55376	763-497-6088
OSCAR BINDER	1081 HWY 96, ST. PAUL, MN 55127	651-407-0797
JAMES P DUVAL	1841 SUBURBAN AVE, ST. PAUL, MN 55119	651-739-0395
ERVIN GRULKOWSKI	401 N ROBERT ST STE 223, ST. PAUL, MN 55101	651-292-0033
ERVIN GRULKOWSKI	56 E 6TH ST STE 213, ST. PAUL, MN 55101	651-298-8657
COURTNEY HENRY	471 MARION STREET, ST. PAUL, MN 55103	651-224-7535
COURTNEY HENRY	551 JEFFERSON ST, ST. PAUL, MN 55102	651-291-8668
COURTNEY HENRY	1388 MARYLAND AVENUE, ST. PAUL, MN 55106	651-774-4147
LOUIS C HENRY, JR.	1535 RICE STREET, ST. PAUL, MN 55117	651-487-3090
LOUIS C HENRY, JR.	2213 UNIVERSITY AVE, ST. PAUL, MN 55114	651-644-8333
LOUIS C HENRY, JR.	1570 W UNIVERSITY AVE, ST. PAUL, MN 55104	651-647-1777
LOUIS C HENRY, JR.	2322 WEST 7TH STREET, ST. PAUL, MN 55116	651-690-0464
MARGARET M KROPINSKI	120 SAINT JULIEN ST, ST. PETER, MN 56082	507-931-3011
JAMES P DUVAL	14545 60TH ST N, STILLWATER, MN 55082-6314	651-439-8125
THOMAS DUVAL	2601 ORLEANS STREET, STILLWATER, MN 55082	651-351-2776
WILLIAM O'KEEFE	HIGHWAY 59 SOUTH, THIEF RIVER FALLS, MN 56701-0403	218-681-6770
DOUGLAS T FEAZEL	1130 7TH AVE, TWO HARBORS, MN 55616	218-834-5099
CHARLES L KLINEFELTER	1350 S 12TH AVE, VIRGINIA, MN 55792-3232	218-749-4720
EUGENE A BORG	910 STRONG DR, WACONIA, MN 55387	952-442-1901
GLEN L COOK	20 ASH AVE NW, WADENA, MN 56482	218-631-3330
JOSEPH SILVA	210 2ND ST S, WAITE PARK, MN 56387	320-259-4433
VALERIE SILVA	456 GREAT OAK DR, WAITE PARK, MN 56387	320-230-6646
MARGARET M KROPINSKI	1600 N STATE ST, WASECA, MN 56093-2713	507-835-7167
JAMES P DUVAL	1273 S ROBERT ST, WEST ST. PAUL, MN 55118	651-457-6683
VALERIE D JOHNSON	4950 HWY 61, WHITE BEAR LAKE, MN 55110	651-426-8625
VALERIE D JOHNSON	2070 E COUNTY ROAD EAST, WHITE BEAR LAKE, MN 55110	651-777-7566
KEVIN COOK	717 S 1ST ST, WILLMAR, MN 56201-3503	320-235-5061
WESLEY CLERC JR	186 6TH ST, WINDOM, MN 56101-1916	507-831-5303
STEVEN E KOSEK	1620 SERVICE DR, WINONA, MN 55987-2177	507-452-9488
STEVEN E KOSEK	172 MAIN ST, WINONA, MN 55987	507-454-2100
STEVEN E KOSEK	905 E HWY 61, WINONA, MN 55987	507-457-0600
JAMES P DUVAL	1759 WEIR DR, WOODBURY, MN 55125-2242	651-739-2838
STEVE A JACKSON	1320 RAY DR, WORTHINGTON, MN 56187	507-372-7484
KEITH THIESCHAFER	4811 E VIKING BLVD, WYOMING, MN 55092	651-462-0556
THOMAS P BUTLER	HWY 52, ZUMBROTA, MN 55992	507-732-7123
ROBERT C TOMEY	201 HWY 45 N, ABERDEEN, MS 39730-2307	662-369-9886
ROBERT C TOMEY	804 USHY 278E, AMORY, MS 38821	662-257-9600
ROBERT C TOMEY	990 RIPLEY RD, BALDWIN, MS 38824-9752	662-365-7500
DONALD R MCDUFFY	725 HWY 35 N, BATESVILLE, MS 38606	662-563-5329
DONALD R MCDUFFY	302 HWY 6 E, BATESVILLE, MS 38606-2629	662-563-8693
MICHAEL L RETZER SR	15846 U.S. HWY 49, BELZONI, MS 39038	662-247-0093
LOGAN COLLIER	802 N 2ND ST, BOONEVILLE, MS 38829	662-728-3550
ALBERT L JOYNER	132 STRIBLING LANE, BRANDON, MS 39042	601-939-3314
ALBERT L JOYNER	1860 SPILLWAY RD, BRANDON, MS 39042	601-992-6111
JOHN C VALLUZZO	952 BROOKWAY BLVD, BROOKHAVEN, MS 39601-2644	601-833-1325
LEROY WALKER JR.	1427 W PEACE ST, CANTON, MS 39046	601-859-0610

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL L RETZER SR	510 HWY 16 W, CARTHAGE, MS 39051	601-267-9215
MICHAEL L RETZER SR	606 E MAIN ST, CHARLESTON, MS 38901	662-647-8797
MICHAEL L RETZER SR	460 S STATE ST, CLARKSDALE, MS 38614	662-627-1100
MICHAEL L RETZER SR	710 N. DAVIS AVE, CLEVELAND, MS 38732	662-846-1555
MICHAEL L RETZER SR	120 SOUTH DAVIS, CLEVELAND, MS 38732	662-846-6722
ALBERT L JOYNER	474 SPRINGRIDGE RD, CLINTON, MS 39056-4852	601-924-1644
RYAN PRZYSUCHA	3519 HIGHWAY 49, COLLINS, MS 39428	601-765-2210
RONALD H WILLIAMS, JR.	1055 HWY 98 EAST, COLUMBIA, MS 39429	601-731-2321
LEWIS ANDERSON	1108 S CASS STREET, CORINTH, MS 38834	662-287-2398
LEWIS ANDERSON	2301 S. HARPER (W*M #105), CORINTH, MS 38834	662-287-8331
MYLES CROSS	16170 HWY 27, CRYSTAL SPRINGS, MS 39059	601-892-9896
REBECCA L PRZYSUCHA	701 HILL ST, ELLISVILLE, MS 39437	601-477-8940
ALBERT L JOYNER	151 PROMENADE BLVD, FLOWOOD, MS 39232	601-919-0363
STEVE A MURRAY	327 WOODLAWN DR., FOREST, MS 39074	601-469-2041
PHILLIP C BIRD	1607 S. ADAMS STREET, FULTON, MS 38843	662-862-7696
WILLIAM H DESCHER	2701 HWY 90 W, GAUTIER, MS 39553-5154	228-497-6227
MICHAEL L RETZER SR	1205 USHY 82 E, GREENVILLE, MS 38703	662-332-8311
MICHAEL L RETZER SR	3196 HWY 82 E, GREENVILLE, MS 38701	662-335-2225
MICHAEL L RETZER SR	1651 MARTIN LUTHER KING JR. BLVD SOUTH, GREENVILLE, MS 38701	662-378-3290
MICHAEL L RETZER SR	2220 HWY 82 E, GREENWOOD, MS 38930	662-455-0004
MICHAEL L RETZER SR	1800 HWY 82 W, GREENWOOD, MS 38930	662-455-2307
MICHAEL L RETZER SR	1655 SUNSET DR (W*M #1074), GRENADA, MS 38901	662-226-2881
MICHAEL L RETZER SR	1319 SUNSET DR, GRENADA, MS 38901	662-226-4143
JEFFREY H DESCHER	1701 25TH AVENUE, GULFPORT, MS 39501	228-575-9141
JEFFREY H DESCHER	11167 LORRAINE RD, GULFPORT, MS 39503	228-831-0553
JEFFREY H DESCHER	9260 CANAL ROAD, GULFPORT, MS 39503	228-863-1510
JEFFREY H DESCHER	1010 COWAN RD, GULFPORT, MS 39507	228-896-5111
JEFFREY H DESCHER	550 COURTHOUSE RD, GULFPORT, MS 39507-2505	228-896-8537
WILLIAM H DESCHER	11401 HWY 49 N, GULFPORT, MS 39503	228-832-5713
WILLIAM H DESCHER	9350G HWY 49 (W*M #969), GULFPORT, MS 39503	228-863-1250
WILLIAM H DESCHER	5500 MARVIN SHIELDS BLVD, GULFPORT, MS 39501	228-864-7355
WILLIAM H DESCHER	9500 HWY 49, GULFPORT, MS 39503-4228	228-868-2073
CHAD WILLIAMS	3111 HARDY ST, HATTIESBURG, MS 39401-7058	601-264-3605
CHAD WILLIAMS	6579 USHY 49 N, HATTIESBURG, MS 39401-8948	601-268-2275
CHAD WILLIAMS	5901 HWY 49 S, HATTIESBURG, MS 39402	601-271-2033
CHAD WILLIAMS	811 BROADWAY DR, HATTIESBURG, MS 39401-7532	601-544-6768
RONALD H WILLIAMS, JR.	4900 W HARDY ST, HATTIESBURG, MS 39402	601-261-3215
RONALD H WILLIAMS, JR.	6442 USHY 98, HATTIESBURG, MS 39402	601-288-7767
JOHN C VALLUZZO	28069 HIGHWAY 28, HAZLEHURST, MS 39083-2104	601-894-1050
GEORGE M JONES	440 E COMMERCE, HERNANDO, MS 38632	662-429-4433
DONALD R MCDUFFY	HWY 7 & HWY 78 (CLARICE DRIVE), HOLLY SPRINGS, MS 38635	662-252-7788
CHAD TILLMAN	1512 GOODMAN RD, HORN LAKE, MS 38637	662-342-1196
ROBERT C TOMEY	338 N JACKSON ST, HOUSTON, MS 38851	662-456-9661
MICHAEL L RETZER SR	907 EAST US HWY 82, INDIANOLA, MS 38751	662-887-3510
ROBERT C TOMEY	1712 BATTLEGROUND DRIVE, IUKA, MS 38852	662-424-9587
MYLES CROSS	5799 TERRY RD, JACKSON, MS 39272	601-371-8749
ALBERT L JOYNER	2520 GALLATIN ST, JACKSON, MS 39204	601-352-0195
ALBERT L JOYNER	3903 HANGING MOSS, JACKSON, MS 39206-4710	601-362-2311
ALBERT L JOYNER	1350 E WOODROW WILSON AVE, JACKSON, MS 39216	601-362-7799
ALBERT L JOYNER	223 WOODROW WILSON BLVD, JACKSON, MS 39213	601-362-8919
ALBERT L JOYNER	2812 TERRY RD, JACKSON, MS 39212	601-372-8221
ALBERT L JOYNER	4675 CLINTON BLVD, JACKSON, MS 39209	601-922-2389
ALBERT L JOYNER	2465 HWY 80 W, JACKSON, MS 39204	601-948-4060
ALBERT L JOYNER	1010 N STATE ST, JACKSON, MS 39202	601-948-6072
ALBERT L JOYNER	595 E BEASLEY RD, JACKSON, MS 39206-3044	601-956-9422
DANITA E JOYNER	1741 LAKELAND DRIVE, JACKSON, MS 39216	601-362-6304
DANITA E JOYNER	5669 HWY 18, JACKSON, MS 39209	601-922-0510
MICHAEL L RETZER SR	130 HWY 12 W, KOSCIUSKO, MS 39090-1246	662-289-1673
JOHN M SCHROFF	304 BEACON ST, LAUREL, MS 39440-4446	601-425-4811
JOHN M SCHROFF	1602 HWY 15 N, LAUREL, MS 39440	601-649-0788
JEFFREY H DESCHER	228 E BEACH BLVD, LONG BEACH, MS 39560-6114	228-214-4092
WILLIAM H DESCHER	12135 HWY 63 S, LUCEDALE, MS 39452-2908	601-947-2284
ALBERT L JOYNER	127 GRAND VIEW BLVD (W*M #2720), MADISON, MS 39110	601-605-9991
DANITA E JOYNER	1040 USHY 51, MADISON, MS 39110-9084	601-856-4922
LARRY F PARTRIDGE	1550 SIMPSON HWY 49, MAGEE, MS 39111	601-849-2038
MICHAEL L RETZER SR	217 MARTIN LUTHER KING JR DR, MARKS, MS 38646	662-326-5178
JOHN C VALLUZZO	1119 AIRPORT FERNWOOD ROAD, MCCOMB, MS 39648	601-250-4503
JOHN C VALLUZZO	101 EDGEWOOD DR, MCCOMB, MS 39648	601-684-3120
JOHN C VALLUZZO	320 DELAWARE AVE, MCCOMB, MS 39648	601-684-8033
STEVE A MURRAY	1219 S FRONTAGE RD (W*M #981), MERIDIAN, MS 39301	601-483-1131
STEVE A MURRAY	720 HWY 19 N, MERIDIAN, MS 39305	601-483-2261
STEVE A MURRAY	1736 N FRONTAGE RD, MERIDIAN, MS 39301-6154	601-693-6053
STANLEY G SANDERS	2104 N HILLS ST, MERIDIAN, MS 39305	601-482-3007
STANLEY G SANDERS	516 HWY 19 S, MERIDIAN, MS 39301-4617	601-485-2830
STEVE A MURRAY	2086 HIGHWAY 13 S, MORTON, MS 39117	601-732-1416
WILLIAM H DESCHER	6724 HWY 63, MOSS POINT, MS 39563-9568	228-475-0515
GARY R SMALL	515 HWY 61 N, NATCHEZ, MS 39120	601-442-1118

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GARY R SMALL	55 SGT PRENTISS DRIVE, NATCHEZ, MS 39120	601-442-4787
GARY R SMALL	314 SGT PRENTISS DR (W*M #0874), NATCHEZ, MS 39120	601-446-7015
ROBERT L HUDSON, II	199 HWY 30 W, NEW ALBANY, MS 38652	662-534-2200
STEVE A MURRAY	224 EASTSIDE DR, NEWTON, MS 39345	601-683-3400
GREGG DESCHER	HWY 90 E, OCEAN SPRINGS, MS 39564	228-875-0248
GREGG DESCHER	1323 BIENVILLE BLVD, OCEAN SPRINGS, MS 39564	228-875-2331
CHAD TILLMAN	7150 HACKS CROSS RD, OLIVE BRANCH, MS 38654	662-890-7885
CHAD TILLMAN	7455 GOODMAN RD, OLIVE BRANCH, MS 38654	662-893-2900
ANDREW SMITH	1900 UNIVERSITY AVE, OXFORD, MS 38655-4114	662-234-3800
ELIZABETH SMITH	1803 JACKSON AVE W, OXFORD, MS 38655	662-236-6600
GREGG DESCHER	4325 DENNY AVE (W*M #1066), PASCAGOULA, MS 39581	228-712-2975
GREGG DESCHER	3026 MARKET ST, PASCAGOULA, MS 39567	228-762-6823
GREGG DESCHER	3227 DENNY AVE, PASCAGOULA, MS 39581	228-769-5195
ALBERT L JOYNER	402 RIVERWIND DR, PEARL, MS 39208	601-939-0161
RONALD H WILLIAMS, JR.	103 HWY 42, PETAL, MS 39465	601-544-6524
VICKI L MURRAY	1691 HWY 16 W, PHILADELPHIA, MS 39350	601-656-0082
MARSHALL TAYLOR	1503 HIGHWAY 43 S, PICAYUNE, MS 39466	601-798-8223
ADAM O THOMAS	NWC HWY 11 & HWY 43 N, PICAYUNE, MS 39466	601-799-2262
ROBERT L HUDSON, II	145 HWY 15 BYP N, PONTOTOC, MS 38863-1914	662-489-6100
ADAM O THOMAS	4680 HWY. 53, POPLARVILLE, MS 39470	601-795-8131
CHAD WILLIAMS	5791 US HWY 11, PURVIS, MS 39475	601-744-0140
DANITA E JOYNER	1196 HWY 49 S, RICHLAND, MS 39218-9446	601-932-5441
DANIELLE A JOYNER	349 HWY 51, RIDGELAND, MS 39157	601-853-0624
DANIELLE A JOYNER	1604 E. COUNTY LINE ROAD, RIDGELAND, MS 39157	601-956-4100
ROBERT DUNAVANT	202 HWY 15 N, RIPLEY, MS 38663	662-837-0233
ROBERT L HUDSON, II	2555 HWY 145, SALTILLO, MS 38866	662-869-7748
MICHAEL L RETZER SR	605 E. LEE STREET, SARDIS, MS 38666	662-487-0101
GEORGE M JONES	203 NORFLEET DR, SENATOBIA, MS 38668-2223	662-562-4500
GEORGE M JONES	4952 PEPPERCHASE DR, SOUTHAVEN, MS 38671	662-796-2000
CHAD TILLMAN	6828 GETWELL RD, SOUTHAVEN, MS 38672	662-349-0040
CHAD TILLMAN	65 GOODMAN RD, SOUTHAVEN, MS 38671	662-349-3449
MICHAEL L RETZER SR	1375 USHY 61 N, TUNICA, MS 38676	662-357-0582
ROBERT L HUDSON, II	3835 N GLOSTER, TUPELO, MS 38801-0914	662-680-3600
ROBERT L HUDSON, II	2465 W MAIN STREET, TUPELO, MS 38803	662-841-6800
ROBERT L HUDSON, II	3670 S EASON BLVD, TUPELO, MS 38804	662-842-9600
ROBERT L HUDSON, II	NWC OF S. GLOSTER ST. & W. PRESIDENT AV, TUPELO, MS 38801	662-844-5505
ANDREW SMITH	4601 MCCULLOUGH BLVD, TUPELO, MS 38801	662-842-2911
RONALD H WILLIAMS, JR.	4872 PLAZA DR, TYLERTOWN, MS 39667	601-876-6009
MELANIE E ROACH	2400 CLAY ST, VICKSBURG, MS 39180	601-638-5409
MELANIE E ROACH	2316 IOWA, VICKSBURG, MS 39180	601-638-5419
MELANIE E ROACH	2237 N FRONTAGE RD, VICKSBURG, MS 39180-5129	601-638-6561
LLOYD HUGH MORRIS	460 HWY 90 (W*M #1195), WAVELAND, MS 39576	228-463-8919
LLOYD HUGH MORRIS	302 USHY 90, WAVELAND, MS 39576-2672	228-467-1294
JOHN M SCHROFF	809 AZALEA DR, WAYNESBORO, MS 39367-2720	601-735-0042
GREGG DESCHER	1220 W CENTRAL AVE, WIGGINS, MS 39577	601-928-5362
MICHAEL L RETZER SR	318 HWY 82 W, WINONA, MS 38967	662-283-4111
MICHAEL L RETZER SR	718 E. 15TH STREET, YAZOO CITY, MS 39194	662-746-6386
SHANNON Y DAVIS	MO RTE 25/91 (STO), ADVANCE, MO 63730	573-722-3500
MARK D MEHLE	602 E. BROADWAY, ASHLAND, MO 65010	573-657-4050
PHILLIP J CLOSE	1529 ELLIOTT, AURORA, MO 65605	417-678-6900
WILLIAM C KRAMER	HWY 5 & HWY 14, AVA, MO 65608-9718	417-683-5727
SHANNON Y DAVIS	6415 STHY 77, BENTON, MO 63736	573-545-3158
ALBERT K HABIGER	I 35 & USHY 136, BETHANY, MO 64424	660-425-6904
ARTHUR T PHILLIPS JR.	3100 -I SW 7 HWY, BLUE SPRINGS, MO 64015	816-220-2999
ARTHUR T PHILLIPS JR.	1515 N WOODS CHAPEL RD, BLUE SPRINGS, MO 64015-2783	816-224-0070
ARTHUR T PHILLIPS JR.	920 W HWY 40, BLUE SPRINGS, MO 64015-4606	816-228-5526
ARTHUR T PHILLIPS JR.	814 N HWY 7, BLUE SPRINGS, MO 64014-2430	816-229-5554
DANIEL A BLUMENSTOCK	903 S SPRINGFIELD AVE, BOLIVAR, MO 65613-2459	417-326-8844
MARK D MEHLE	490 AMERICANA, BOONVILLE, MO 65233-9756	660-882-2740
ROBERT H GILSTRAP	BUSS HWY 61 & CHAMP CLARK, BOWLING GREEN, MO 63334	573-324-6181
KRIS A DAVISON	515 W MAIN, BRANSON, MO 65616-9100	417-334-1490
KRIS A DAVISON	1209 BRANSON HILLS PARKWAY, BRANSON, MO 65616	417-334-6974
KRIS A DAVISON	2214 W HWY 76, BRANSON, MO 65616-1602	417-335-2505
KRIS A DAVISON	1361 STHY 248, BRANSON, MO 65616-8620	417-337-7744
KRIS A DAVISON	RT 13 & 76, BRANSON WEST, MO 65737	417-272-8193
GEORGE L GIPSON	1595 S HANLEY, BRENTWOOD, MO 63144	314-781-1913
JOHN L HOOPER	12499 NATURAL BRIDGE RD, BRIDGETON, MO 63044-2022	314-739-1232
LAURANCE D MCCURRY	640 S MAIN ST, BROOKFIELD, MO 64628-2341	660-258-3373
WILLIAM F MCGEEHAN	608 S ASH, BUFFALO, MO 65622	417-345-4066
JERRY L MARTI	1007 FORT SCOTT ST, BUTLER, MO 64730-1206	660-679-3437
CHARLES F MARSHALL	1002 W BUCHANAN, CALIFORNIA, MO 65018	573-796-8472
WILLIAM F MCGEEHAN	192 E, HWY 54, CAMDENTON, MO 65020-9594	573-346-3715
CATHERINE A HABIGER	1515 N BOB F GRIFFIN RD, CAMERON, MO 64429	816-632-7201
SHANNON Y DAVIS	1925 BROADWAY, CAPE GIRARDEAU, MO 63701	573-334-6664
SHANNON Y DAVIS	3419 WILLIAMS, CAPE GIRARDEAU, MO 63701	573-335-9407
LAURANCE D MCCURRY	1001 N US HWY 65, CARROLLTON, MO 64633	660-542-0966
JOE B COSS	1111 W CENTRAL, CARTHAGE, MO 64836-1030	417-358-7796

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOE B COSS	2812 HAZEL AVE (STO), CARTHAGE, MO 64836	417-359-5353
BILL MATHEWS	93 MAIN ST, CASSVILLE, MO 65625	417-847-5544
STEPHANI L MARSHALL-RICE	500 E HWY 22, CENTRALIA, MO 65240	573-682-2683
SHANNON Y DAVIS	100 W DRAKE RD, CHARLESTON, MO 63834	573-683-6060
JOHN BANDUCCI	1701 CLARKSON SQ, CHESTERFIELD, MO 63017-4978	636-537-1183
JOHN E LANMAN	13559 OLIVE ST RD., CHESTERFIELD, MO 63017-3112	314-878-6620
COLLEEN SCHOENDIENST	101 LAMP & LANTERN VILLAGE, CHESTERFIELD, MO 63017	636-391-1772
COLLEEN SCHOENDIENST	110 LONG RD, CHESTERFIELD, MO 63005	636-519-8002
ALBERT K HABIGER	810 BUSINESS HIGHWAY 36 WEST, CHILLICOTHE, MO 64601	660-646-6446
DAVID ESSIG	290 E 69 HWY, CLAYCOMO, MO 64119	816-452-8912
CHARLES MARSHALL	1607 EAST OHIO STREET, CLINTON, MO 64735	660-885-4525
MARK D MEHLE	500 NIFONG BLVD E, COLUMBIA, MO 65201-3781	573-442-2433
MARK D MEHLE	415 STADIUM BLVD, COLUMBIA, MO 65201	573-445-6211
MICHAEL A MORGAN	205 BUSINESS LOOP, COLUMBIA, MO 65201	573-443-7785
MICHAEL A MORGAN	1012 SMILEY LN, COLUMBIA, MO 65202	573-449-6336
MICHAEL A MORGAN	3206 CLARK LN, COLUMBIA, MO 65202-2414	573-474-2031
MICHAEL A MORGAN	415 CONLEY RD (WALMART #159), COLUMBIA, MO 65201	573-499-4913
MICHAEL E GREMAUD	I-70 & HWY 23, CONCORDIA, MO 64020	660-463-2921
CHRISTOPHER D GIARLA	998 KNAUST, COTTLEVILLE, MO 63304	636-922-9393
T PATRICK HILLMEYER	9915 WATSON RD, CRESTWOOD, MO 63126	314-965-0815
JOHN BANDUCCI	11521 OLIVE BLVD, CREVE COEUR, MO 63146	314-432-2644
DAVID WEINBAUM	301 AARON DR, CUBA, MO 65453	573-885-4040
JANETH A KIRKHUFF	2020 ROCK RD, DE SOTO, MO 63020	636-337-7845
GEORGE L GIPSON	12120 MANCHE STER ROAD, DES PERES, MO 63131-4309	314-966-2917
JANETH A KIRKHUFF	411 N STATE STREET, DESLOGE, MO 63628	573-431-1900
SHANNON Y DAVIS	HIGHWAY 114 WEST, DEXTER, MO 63841	573-624-8200
STEPHEN L SELLS	USHY 160 & HWY Y, DONIPHAN, MO 63935	573-996-2888
JOHN BANDUCCI	3296 RIDER TRL S, EARTH CITY, MO 63045	314-739-6016
JERRY L MARTI	410 E HWY 54, EL DORADO SPRINGS, MO 64744	417-876-5379
JAMES R BAUMGARTNER	401 S AURORA, ELDON, MO 65026	573-392-1487
MICHELLE BANDUCCI	15901 MANCHESTER ROAD, ELLISVILLE, MO 63011	636-686-7198
DEBORAH A KLAKE	5699 FOX CREEK RD, EUREKA, MO 63205	636-938-5191
DEBORAH A KLAKE	12 HILLTOP VILLAGE CENTER DR, EUREKA, MO 63025-1185	636-938-7011
MELISA A ESSIG	2221 HAPPY LANE, EXCELSIOR SPRINGS, MO 64024	816-630-4121
CHRISTINA HURST	1700 W COLUMBIA ST, FARMINGTON, MO 63640	573-756-2910
CHRISTINA HURST	207 W KARSCH BLVD, FARMINGTON, MO 63640-2104	573-756-8919
MARK D MEHLE	515 N CLEVELAND, FAYETTE, MO 65248	660-248-5249
DEBORAH A KLAKE	1867 BOWLES AVE, FENTON, MO 63026	636-305-0570
RONALD C TOWNSEND	10873 W FLORISSANT AVE, FERGUSON, MO 63136	314-374-4375
JERRY L FLAGG	515 S TRUMAN, FESTUS, MO 63028	636-931-2797
JERRY L FLAGG	1150 GANNON DR, FESTUS, MO 63028	636-937-3083
JOAN E ELHOFFER	3160 S SERVICE ROAD E, FORISTELL, MO 63348	636-673-1511
KRIS A DAVISON	15548 FORREST LN, FORSYTH, MO 65653	417-546-3271
CHRISTINA HURST	1007 W MAIN STREET, FREDRICKTOWN, MO 63645	573-783-2100
JAMES R BAUMGARTNER	BUSINESS 54 SOUTH, FULTON, MO 65251	573-642-1808
JAMES W WAGY	6300 N OAK TRAFFICWAY, GLADSTONE, MO 64118	816-436-7141
JAMES W WAGY	6305 N ANTIOCH RD, GLADSTONE, MO 64119	816-455-2330
TAKASHI YANO	5100 HARRY TRUMAN DR, GRANDVIEW, MO 64030	816-763-1343
ROBERT H GILSTRAP	4407 MCMASTERS AVE, HANNIBAL, MO 63401-2239	573-221-5711
DARREN SELLS	1618 HWY 84 EAST, HAYTI, MO 63851-9700	573-359-2233
MARK HELLMUTH	6270 HOWDERSHELL RD, HAZELWOOD, MO 63042	314-731-5596
JOHN E LANMAN	8700 PERSHALL RD, HAZELWOOD, MO 63042	314-522-1070
MICHAEL E GREMAUD	1865 HIGHWAY BLVD, HIGGINSVILLE, MO 64037	660-584-7272
MICHAEL E GREMAUD	6676 HIGHWAY 13-BOX "B", HIGGINSVILLE, MO 64037	660-584-8899
JANETH A KIRKHUFF	10229 STATE RTE 21, HILLSBORO, MO 63050	636-797-5977
KRIS A DAVISON	113 GAGE DRIVE, HOLLISTER, MO 65672	417-332-0297
JAMES R BAUMGARTNER	123 NORTHSTAR DRIVE, HOLTS SUMMIT, MO 65043	573-896-8606
WILLIAM C KRAMER	1432 S SAM HOUSTON BLVD, HOUSTON, MO 65483-2130	417-967-4000
CARLOS A CARSON	3921 BOLGER, INDEPENDENCE, MO 64055	816-373-8154
CARLOS A CARSON	16802 GUDGELL, INDEPENDENCE, MO 64055-2018	816-373-9996
GERALD P HANSEN	16235 E HWY 24, INDEPENDENCE, MO 64056-1520	816-257-0700
GERALD P HANSEN	18910 E US HWY 40, INDEPENDENCE, MO 64055-5464	816-795-8088
KURT POWELSON	11115 E 23RD ST, INDEPENDENCE, MO 64052	816-254-6667
KURT POWELSON	11801 E 40 HWY, INDEPENDENCE, MO 64055	816-358-4324
KURT POWELSON	4226 S NOLAND, INDEPENDENCE, MO 64055-4792	816-373-9515
KURT POWELSON	1401 S NOLAND ROAD, INDEPENDENCE, MO 64055	816-836-4443
KRIS SIMPSON	11700 E HWY 24, INDEPENDENCE, MO 64054-1524	816-254-8900
SHANNON Y DAVIS	2220 HWY 61 E, JACKSON, MO 63755-2909	573-243-7886
DONNA KOLB	1918 JEFFERSON ST, JEFFERSON CITY, MO 65109-2062	573-635-3903
DAVID J RUPRECHT	724 W STADIUM BLVD (W*M #29), JEFFERSON CITY, MO 65109	573-634-5899
DAVID J RUPRECHT	3124 10 MILE RD, JEFFERSON CITY, MO 65109-1728	573-893-4921
STEPHEN P RUPRECHT	1425 MISSOURI BLVD, JEFFERSON CITY, MO 65109	573-635-5824
STEPHEN P RUPRECHT	815 EASTLAND DR, JEFFERSON CITY, MO 65101	573-636-9991
JAMES ESTEL WILLIAMS, JR	8983 JENNINGS STATION ROAD, JENNINGS, MO 63136	314-867-2886
MICHAEL LEWANDOWSKI	4436 HWY 43, JOPLIN, MO 64804	417-782-0990
GLEN D NICHOLS, JR.	1531 W 7TH, JOPLIN, MO 64801-3023	417-623-0362
GLEN D NICHOLS, JR.	2701 S MAIN ST, JOPLIN, MO 64804	417-623-1136

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GLEN D NICHOLS, JR.	3140 SOUTH MCCLELLAND, JOPLIN, MO 64804	417-623-2591
GLEN D NICHOLS, JR.	1123 RANGE LINE RD, JOPLIN, MO 64801	417-781-2044
GLEN D NICHOLS, JR.	3330 S RANGE LINE, JOPLIN, MO 64804	417-782-2519
JOHN M BELL	4002 N OAK TRFY, KANSAS CITY, MO 64116-2609	816-453-3399
JOHN M BELL	5353 NW 64TH ST, KANSAS CITY, MO 64151-2452	816-587-6266
JOHN V DEVERA	7887 STATE LINE RD, KANSAS CITY, MO 64114-1636	816-444-8841
DAVID ESSIG	9701 N ASH AVENUE, KANSAS CITY, MO 64068	816-781-4466
MELISA A ESSIG	5347 INDEPENDENCE, KANSAS CITY, MO 64124-3007	816-241-0515
MELISA A ESSIG	6701 FRONT ST, KANSAS CITY, MO 64120-1322	816-241-2450
MELISA A ESSIG	9851 NE BARRY RD, KANSAS CITY, MO 64157	816-792-1126
JOHN JELINEK	3255 MAIN ST, KANSAS CITY, MO 64111-1925	816-753-3840
JOHN JELINEK	3741 BROADWAY, KANSAS CITY, MO 64111-2505	816-931-4440
RALPH L KING	4400 NE CHOUTEAU TRAFFICWAY, KANSAS CITY, MO 64117	816-453-0208
RALPH L KING	6406 TROOST, KANSAS CITY, MO 64110	816-523-0400
RALPH L KING	11001 HICKMAN MILLS DR, KANSAS CITY, MO 64134	816-965-0550
KAREN RESINGER	6996 EASTWOOD TRFY, KANSAS CITY, MO 64129	816-923-2141
JAMES W WAGY	9551 N MCGEE STREET, KANSAS CITY, MO 64155	816-436-2398
JAMES W WAGY	150 N W BARRY RD, KANSAS CITY, MO 64155	816-436-7477
JAMES W WAGY	6830 NW 83RD TER, KANSAS CITY, MO 64152	816-741-5800
LEWIS WEBB	1421 PROSPECT, KANSAS CITY, MO 64127	816-241-9944
LEWIS WEBB	7700 E 87TH, KANSAS CITY, MO 64138	816-353-3900
LEWIS WEBB	5620 E BANNNI STER RD, KANSAS CITY, MO 64137	816-761-2524
LEWIS WEBB	8304 HICKMAN MILL DR, KANSAS CITY, MO 64132	816-822-7814
LEWIS WEBB	3051 VAN BRUNT, KANSAS CITY, MO 64128-1877	816-861-7282
TAKASHI YANO	8326 WORNALL RD, KANSAS CITY, MO 64114	816-523-7111
TAKASHI YANO	11290 HOLMES, KANSAS CITY, MO 64131	816-942-0959
MELISA A ESSIG	500 W 92 HWY, KEARNEY, MO 64060	816-628-3442
DARREN SELLS	1731 1ST ST, KENNETT, MO 63857-2517	573-888-9100
MARK D MEHLE	I 70 & HWY 54, KINGDOM CITY, MO 65262-0150	573-642-3111
ROBERT H GILSTRAP	2210 N BALTIMORE, KIRKSVILLE, MO 63501	660-627-0334
ROBERT H GILSTRAP	1401 S BALTIMORE, KIRKSVILLE, MO 63501-4532	660-665-5663
THOMAS HILLMEYER	350 S KIRKWOOD RD, KIRKWOOD, MO 63122-6143	314-966-3335
MICHAEL E GREMAUD	601 N HWY 23, KNOB NOSTER, MO 65336-1546	660-563-3546
JAMES R BAUMGARTNER	1726 BAGNELL DAM BLVD, LAKE OZARK, MO 65049	573-365-6013
JERRY L MARTI	11 E 160 HWY, LAMAR, MO 64759	417-682-3663
TERESA L MCGEEHAN	HWY 44 AND MORGAN, LEBANON, MO 65536	417-532-3653
WILLIAM F MCGEEHAN	850 S JEFFERSON AVE, LEBANON, MO 65536-3638	417-532-6144
KURT POWELSON	900 NE LANGSFORD RD, LEE'S SUMMIT, MO 64086	816-246-5156
KURT POWELSON	1809 SE BLUE PKY, LEE'S SUMMIT, MO 64063	816-524-5463
KURT POWELSON	901 CHIPMAN RD, LEE'S SUMMIT, MO 64063-2317	816-524-7239
KURT POWELSON	125 SOUTHWEST M150 HIGHWAY, LEE'S SUMMIT, MO 64081	816-537-4312
LAURANCE D MCCURRY	1222 MAIN ST, LEXINGTON, MO 64067	660-259-3414
MELISA A ESSIG	918 S 291 HWY, LIBERTY, MO 64068	816-792-1122
STEPHEN P RUPRECHT	320 W MAIN, LINN, MO 65051	573-897-0390
ROBERT H GILSTRAP	1504 N MISSOURI, MACON, MO 63552-1931	660-385-2263
SHANNON Y DAVIS	MISSOURI BUSINESS RT 25, MALDEN, MO 63863	573-276-6010
STEPHEN DAWSON	14026 MANCHESTER ROAD, MANCHESTER, MO 63011	636-256-0027
SHANNON Y DAVIS	315 PRESNELL, MARBLE HILL, MO 63764	573-238-4747
MICHAEL E GREMAUD	816 W COLLEGE, MARSHALL, MO 65340-2913	660-886-9030
WILLIAM F MCGEEHAN	1323 SPUR DR, MARSHFIELD, MO 65706-2311	417-859-4500
PATRICIA HUMMINGS	1106 S MAIN ST, MARYVILLE, MO 64468-2602	660-582-8222
T PATRICK HILLMEYER	4407 LEMAY FERRY RD, MEHLVILLE, MO 63129	314-892-0550
MARK D MEHLE	2783 S CLARK, MEXICO, MO 65265	573-581-3070
SHANNON Y DAVIS	2605 E MALONE, MINER, MO 63801	573-481-1100
CHARLES F MARSHALL	1301 HWY 24 E (W*M #40), MOBERLY, MO 65270	660-263-2198
CHARLES F MARSHALL	1501 N MORLEY, MOBERLY, MO 65270-3634	660-263-8820
PHILLIP J CLOSE	833 E HWY 60, MONETT, MO 65708	417-235-3234
CHRIS M HABIGER	809 STATE STREET, MOUND CITY, MO 64470	660-442-0184
WILLIAM C KRAMER	1820 N MAIN, MOUNTAIN GROVE, MO 65711	417-926-4747
ANDI HILBURN VAINI	US 60 & Y, MOUNTAIN VIEW, MO 65548	417-934-1501
DANIEL A BLUMENSTOCK	1089 E MOUNT VERNON BLVD, MT. VERNON, MO 65712	417-466-7111
PHILLIP J CLOSE	708 NEOSHO BLVD, NEOSHO, MO 64850-2050	417-451-5991
MARK MCCOY	201 W AUSTIN BLVD, NEVADA, MO 64772-3343	417-667-6736
JOAN E ELHOFFER	425 BOONESLICK RD, NEW FLORENCE, MO 63363	573-835-2625
MICHAEL QUIRK	HWY 14 & HWY 160, NIXA, MO 65714-0812	417-725-4939
JOHN M BELL	2200 VERNON, NORTH KANSAS CITY, MO 64116-3252	816-471-6400
ROY WILLIAMS	3860 LUCAS & HUNT, NORTHWOODS, MO 63121	314-381-3295
ARTHUR T PHILLIPS JR.	201 S BROADWAY, OAK GROVE, MO 64075-9630	816-690-7727
MICHAEL E GREMAUD	201 W 40 HWY, ODESSA, MO 64076	816-230-8360
JOHN BANDUCCI	9406 OLIVE STREET RD, OLIVETTE, MO 63132	314-991-0037
JAMES R BAUMGARTNER	4072 HIGHWAY 54, OSAGE BEACH, MO 65065	573-348-3966
WILLIAM F MCGEEHAN	HWY 54 & KK W, OSAGE BEACH, MO 65065	573-348-0566
JOHN E LANMAN	8960 PAGE AVENUE OVERLAND PLZ, OVERLAND, MO 63114-6108	314-426-3810
MICHAEL L EDGCOMB	504 E LINCOLN, OWENSVILLE, MO 65066	573-437-5437
MICHAEL QUIRK	401 N 21ST ST, OZARK, MO 65721	417-581-2222
MICHAEL T KLAKE	1620 WEST UNION, PACIFIC, MO 63069-1270	636-257-1326
DEBORAH A KLAKE	2109 SMIZER STATION RD, PEERLESS PARK, MO 63088	636-225-5665

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JERRY L FLAGG	1302 S PERRYVILLE BLVD, PERRYVILLE, MO 63775	573-547-1650
JERRY L FLAGG	1701 HIGHWAY Z, PEVELY, MO 63070-1314	636-475-3477
DAVID SELLS	1020 S MAIN ST, PIEDMONT, MO 63957-0245	573-223-7484
CHRISTINA HURST	201 HWY 21 N, PILOT KNOB, MO 63650	573-546-7608
PHILLIP J CLOSE	101 COLLAGE RD, PINEVILLE, MO 64856	417-226-0860
JAMES W WAGY	2001 PRAIRIE VIEW RD, PLATTE CITY, MO 64079	816-858-2100
KURT POWELSON	400 N HWY 7, PLEASANT HILL, MO 64080	816-540-5489
STEPHEN L SELLS	USHY 67 & CHERRY (W*M #19), POPLAR BLUFF, MO 63901	573-686-0949
STEPHEN L SELLS	2783 N WESTWOOD BLVD, POPLAR BLUFF, MO 63901-2346	573-686-4939
STEPHEN L SELLS	550 E HWY 53 AND 142, POPLAR BLUFF, MO 63901	573-776-7755
DARREN SELLS	200 HWY 62 E, PORTAGEVILLE, MO 63873	573-379-3771
JANETH A KIRKHUFF	800 E HIGH ST, POTOSI, MO 63664	573-438-8808
TAKASHI YANO	1120 W FOXWOOD DR, RAYMORE, MO 64083	816-331-0836
KURT POWELSON	5260 BLUE RIDGE BLVD, RAYTOWN, MO 64133-3061	816-353-2950
KAREN RESINGER	8909 E 350 HWY, RAYTOWN, MO 64133	816-358-5443
DANIEL A BLUMENSTOCK	895 USHY 60 E, REPUBLIC, MO 65738	417-732-1408
MICHAEL E GREMAUD	498 SOUTH ST, RICHMOND, MO 64085	816-776-3711
MICHAEL K PROCTOR	9815 MANCHE STER RD, ROCK HILL, MO 63119	314-961-4707
ROBERT E KOCH	1304 HWY 136 W, ROCKPORT, MO 64482	660-744-6677
WILLIAM F MCGEEHAN	409 SOUTH MILL STREET, ROGERSVILLE, MO 65742	417-753-1900
DAVID WEINBAUM	1106 KINGSHIGHWAY, ROLLA, MO 65401-2923	573-341-2180
DAVID WEINBAUM	HIGHWAY 44 AND EXIT 189, ROLLA, MO 65401	573-426-6797
AARON R WEINBAUM	901 S MAIN, SALEM, MO 65560-1638	573-729-6178
CHARLES MARSHALL	1611 S LIMIT AVE, SEDALIA, MO 65301-6943	660-827-2733
CHARLES MARSHALL	3101 W BROADWAY, SEDALIA, MO 65301-2116	660-827-6411
WILLIAM C KRAMER	1105 WEST STEEL ST, SEYMOUR, MO 65746	417-935-9848
JAMES A PROCTOR	7259 WATSON RD, SHREWSBURY, MO 63119	314-832-1869
SHANNON Y DAVIS	1301 S MAIN, SIKESTON, MO 63867	573-471-3111
JAMES W WAGY	1515 S 169 HWY, SMITHVILLE, MO 64089	816-532-0014
JAMES ESTEL WILLIAMS, JR	11111 BELLEFONTAINE RD, SPANISH LAKE, MO 63138	314-741-7552
DANIEL A BLUMENSTOCK	3510 W CHESTNUT EXPY, SPRINGFIELD, MO 65802-5505	417-865-9117
KENNETH L COLEMAN	2512 E SUNSHINE, SPRINGFIELD, MO 65804-1825	417-883-4841
KENNETH L COLEMAN	3320 E BATTLEFIELD RD, SPRINGFIELD, MO 65804-4049	417-886-9111
KENNETH L COLEMAN	1607 E BATTLEFIELD RD, SPRINGFIELD, MO 65804-3705	417-887-4466
KENNETH L COLEMAN	2115 E INDEPENDENCE, SPRINGFIELD, MO 65804	417-890-0811
REX MCMILLAN	2811 N KANSAS EXPY, SPRINGFIELD, MO 65803	417-863-6850
REX MCMILLAN	1114 W KEARNEY, SPRINGFIELD, MO 65803-1238	417-865-3166
DONNA J POWERS	501 W SUNSHINE, SPRINGFIELD, MO 65807-2435	417-862-4241
DONNA J POWERS	1221 E KINGSLEY, SPRINGFIELD, MO 65807	417-882-9454
DONNA J POWERS	4101 S CAMPBELL, SPRINGFIELD, MO 65807-5309	417-887-4101
DONNA J POWERS	4022 A WEST REPUBLIC ROAD, SPRINGFIELD, MO 65619	417-887-6667
PHILLIP M STOCKER	528 S GLENSTONE, SPRINGFIELD, MO 65802	417-831-5456
PHILLIP M STOCKER	3250 E CHESTNUT EXPY, SPRINGFIELD, MO 65804	417-832-8921
PHILLIP M STOCKER	2220 N GLENSTONE RD, SPRINGFIELD, MO 65803-4648	417-869-9970
PHILLIP M STOCKER	1717 W BATTLEFIELD, SPRINGFIELD, MO 65807	417-886-1717
PHILLIP M STOCKER	234 S NATIONAL AVENUE, SPRINGFIELD, MO 65802	417-831-0194
MOHAMMED I MUSAJI	10805 SAINT CHARLES ROCK RD, ST. ANN, MO 63074	314-739-4000
DEBORAH L BISHOP	3701 ELM ST, ST. CHARLES, MO 63301	636-443-0554
DEBORAH L BISHOP	1160 S 5TH ST, ST. CHARLES, MO 63301	636-946-6157
DAVID J GIARLA	24 HARVESTER SQUARE, ST. CHARLES, MO 63303	636-441-6820
MICHELLE Y SULZNER	740 S DUCHESNE, ST. CHARLES, MO 63301	636-946-3097
MICHELLE Y SULZNER	1890 ZUMBEHL RD, ST. CHARLES, MO 63303	636-947-0951
MICHAEL T KLAK	1450 N MAIN, ST. CLAIR, MO 63077	636-629-3512
DAVID WEINBAUM	108 N OUTER RD, ST. JAMES, MO 65559	573-265-3917
CHRIS M HABIGER	1310 S RIVERSIDE, ST. JOSEPH, MO 64507	816-232-1407
CHRIS M HABIGER	601 N BELT HWY, ST. JOSEPH, MO 64506	816-233-1454
CHRIS M HABIGER	6018 LAKE AVE, ST. JOSEPH, MO 64506	816-238-2818
CHRIS M HABIGER	3417 S BELT HWY, ST. JOSEPH, MO 64506	816-279-4441
CHRIS M HABIGER	3504 N BELT HWY, ST. JOSEPH, MO 64506	816-364-4266
DAN HABIGER	4219 S 169 HWY, ST. JOSEPH, MO 64503	816-364-0706
THOMAS HILLMEYER	5904 S LINDBERGH BLVD, ST. LOUIS, MO 63123	314-487-3548
JANETH A KIRKHUFF	13250 TESSON FERRY RD, ST. LOUIS, MO 63128	314-843-7112
JOHN E LANMAN	25 WESTPORT PLAZA DRIVE, ST. LOUIS, MO 63146	314-275-9999
JOHN E LANMAN	10431 PAGE AVE, ST. LOUIS, MO 63132	314-428-4425
JAMES A PROCTOR	7241 GRAVOIS AVENUE, ST. LOUIS, MO 63116	314-351-0807
JAMES A PROCTOR	4620 S KINGSHIGHWAY, ST. LOUIS, MO 63109	314-481-6715
JAMES A PROCTOR	3282 TELEGRAPH RD., ST. LOUIS, MO 63125	314-487-1075
JAMES A PROCTOR	4011 BAYLESS AVE, ST. LOUIS, MO 63125	314-544-5151
JAMES A PROCTOR	4420 S BROADWAY, ST. LOUIS, MO 63111	314-752-3339
MARK J PROCTOR	1919 S JEFFERSON, ST. LOUIS, MO 63104	314-771-2575
MARK J PROCTOR	1420 HAMPTON AVE, ST. LOUIS, MO 63134	314-781-8032
MICHAEL K PROCTOR	4200 HAMPTON AVE, ST. LOUIS, MO 63139	314-352-1869
JAMES A RIVERS	4006 LINDELL BLVD (WEST END), ST. LOUIS, MO 63108	314-534-3276
ROY WILLIAMS	4979 NATURAL BRIDGE RD, ST. LOUIS, MO 63115	314-381-1328
JAMES ESTEL WILLIAMS, JR	1119 N TUCKER, ST. LOUIS, MO 63101	314-241-4402
DEBORAH L BISHOP	3883 VETERANS MEMORIAL PKY, ST. PETERS, MO 63376	636-928-1085
CHRISTOPHER D GIARLA	905 JUNGERMANN RD, ST. PETERS, MO 63376	636-441-0661

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHRISTOPHER D GIARLA	199 SPENCER RD, ST. PETERS, MO 63376	636-477-8220
CHRISTOPHER D GIARLA	6251 MID RIVERS MALL DR, ST. PETERS, MO 63304	636-928-6565
DAVID J GIARLA	299 MID RIVERS MALL DR, ST. PETERS, MO 63376	636-970-2675
DAVID WEINBAUM	381 HWY Z, ST. ROBERT, MO 65584	573-336-3011
JERRY L FLAGG	706 STE. GENEVIEVE DRIVE, STE. GENEVIEVE, MO 63670	573-883-2271
TERESA L MCGEEHAN	333 E EVERGREEN RD, STRAFFORD, MO 65757	417-736-2232
MICHEL A AVERY	6 E.S. SERVICE ROAD, SULLIVAN, MO 63080	573-468-8113
ANDI HILBURN VAINI	200 E WALNUT, THAYER, MO 65791	417-264-2712
ALBERT K HABIGER	1861 E 9TH ST, TRENTON, MO 64683	660-359-6738
JOAN E ELHOFFER	199 E HWY 47, TROY, MO 63379	636-462-5710
DEBORAH A KLAKE	1010 E MAIN ST, UNION, MO 63084-1492	636-583-6060
JOHN BANDUCCI	8127 OLIVE STREET RD, UNIVERSITY CITY, MO 63130-2024	314-994-1435
STEPHEN L SELLS	101 CURRENT RIVER EXPWY, US 60, VAN BUREN, MO 63965	573-323-8830
STEPHANI L MARSHALL-RICE	JCT 70 RTE 5, VERSAILLES, MO 65084	573-378-4961
CHARLES MARSHALL	1890 COMMERCIAL DRIVE, WARSAW, MO 65355	660-438-7612
MICHAEL T KLAKE	1110 WASHINGTON SQ, WASHINGTON, MO 63090-5336	636-239-7232
DAVID WEINBAUM	310 ICHORD AVE, WAYNESVILLE, MO 65583	573-774-6671
GLEN D NICHOLS, JR.	410 S MADISON, WEBB CITY, MO 64870-2018	417-673-1451
GEORGE L GIPSON	3635 BIG BEND BLVD, WEBSTER GROVES, MO 63143	314-644-5633
MICHAEL K PROCTOR	4 S OLD ORCHARD RD, WEBSTER GROVES, MO 63119-3203	314-962-7329
JOHN BANDUCCI	5950 S HWY 94, WELDON SPRING, MO 63304	636-300-8127
JOAN E ELHOFFER	766 W PEARCE, WENTZVILLE, MO 63385	636-332-8800
ANDI HILBURN VAINI	1315 PREACHER ROE, WEST PLAINS, MO 65775-2939	417-256-8175
ANDI HILBURN VAINI	1320 PORTER WAGNER BLVD, WEST PLAINS, MO 65775	417-257-2218
DANIEL A BLUMENSTOCK	HIGHWAY 160 & HUNT ROAD, WILLARD, MO 65803	417-742-0200
WILLIAM C KRAMER	602 S. HARRIS, WILLOW SPRINGS, MO 65793	417-469-4161
JEFFERY J GORMAN	150 VAN BUREN ST, ANACONDA, MT 59711	406-563-2218
MICHAEL R KASSITY	207 JEFFERSON ST, BELGRADE, MT 59714	406-388-1863
CHRISTOPHER D NEWBURY	1046 GRAND AVE, BILLINGS, MT 59102-3304	406-245-6939
CHRISTOPHER D NEWBURY	3003 GRAND AVE, BILLINGS, MT 59102	406-655-0882
JAMES P NEWBURY	401 MAIN ST, BILLINGS, MT 59105	406-259-5119
JAMES P NEWBURY	910 SHILOH CROSSING BLVD., BILLINGS, MT 59102	406-652-5652
JAMES P NEWBURY	2333 CENTRAL AVE, BILLINGS, MT 59102-4646	406-656-9674
JOHN NEWBURY	2711 FRONTAGE ROAD, BILLINGS, MT 59101	406-256-6315
JOHN NEWBURY	4902 SOUTHGATE DR, BILLINGS, MT 59102	406-259-0921
MICHAEL R KASSITY	1500 N 7TH AVE(WALMART 2084), BOZEMAN, MT 59715	406-582-4126
MICHAEL R KASSITY	822 WHEAT DR, BOZEMAN, MT 59715-2560	406-586-6756
MICHAEL R KASSITY	1503 W MAIN, BOZEMAN, MT 59715-4009	406-587-2506
JEFFERY J GORMAN	3001 HARRISON, BUTTE, MT 59701-3640	406-494-4168
JEFFERY J GORMAN	1000 GRIZZLEY TRAIL, BUTTE, MT 59701	406-782-2565
JOHN NEWBURY	601 E 8TH AVE N, COLUMBUS, MT 59019	406-322-5772
TRASHAE L MIRADOR	601 W MAIN ST, CUT BANK, MT 59427-2829	406-873-2341
JEFFERY J GORMAN	133 N INTERCHANGE, DEER LODGE, MT 59722	406-846-3775
JEFFERY J GORMAN	576 N MONTANA ST, DILLON, MT 59725	406-683-0047
JEFFREY J RALPH	505 1ST AVE N, GLASGOW, MT 59230	406-228-2881
WILLIAM J HIMMELBERG, III	2000 14TH ST SW, GREAT FALLS, MT 59404	406-727-5988
WILLIAM J HIMMELBERG, III	1721 10TH AVENUE S., GREAT FALLS, MT 59405	406-761-7755
WILLIAM J HIMMELBERG, III	1710 3RD STREET NW, GREAT FALLS, MT 59404	406-761-7758
CHRISTINA L JAHNKE	707 N 1ST ST, HAMILTON, MT 59840-2133	406-363-6644
JAMES P NEWBURY	1225 N CRAWFORD, HARDIN, MT 59034	406-665-2263
JEFFREY J RALPH	331 W 1ST, HAVRE, MT 59501-3409	406-265-1831
TERRY GAUTHIER	3060 N MONTANA AVE, HELENA, MT 59601-0551	406-442-2600
TERRY GAUTHIER	1901 PROSPECT AVE, HELENA, MT 59601-3180	406-442-5252
SCOTT J HADWIN	2065 HWY 2 E, KALISPELL, MT 59901	406-257-2065
SCOTT J HADWIN	2310 US HIGHWAY 93 NORTH, KALISPELL, MT 59901	406-755-0006
SCOTT J HADWIN	1110 HWY 2 W, KALISPELL, MT 59901-3410	406-755-7161
JOHN NEWBURY	301 SE 4TH STREET, LAUREL, MT 59044	406-628-6695
STEVEN M PETERSON	907 W MAIN, LEWISTOWN, MT 59457-2401	406-535-8178
SCOTT J HADWIN	905 LOUISIANA AVE, LIBBY, MT 59923-2109	406-293-4085
DARYL STRELNICK	103 CENTENNIAL DR, LIVINGSTON, MT 59047	406-222-6182
CHRISTINA L JAHNKE	11882 HWY 93 SOUTH, LOLO, MT 59847	406-273-4870
JAMES P NEWBURY	1120 S HAYNES, MILES CITY, MT 59301-5728	406-234-0775
KYONG KAPALCZYNSKI	8745 HIGHWAY 93 NORTH, SUITE C, MISSOULA, MT 59808	406-327-9000
KYONG KAPALCZYNSKI	4560 N RESERVE ST, MISSOULA, MT 59808	406-728-0700
KYONG KAPALCZYNSKI	1565 LIBERTY LN, MISSOULA, MT 59808	406-728-0743
KYONG KAPALCZYNSKI	3310 BROOKS ST, MISSOULA, MT 59801-8290	406-728-4291
KYONG KAPALCZYNSKI	720 E BROADWAY, MISSOULA, MT 59802-4610	406-728-8692
MAUREEN A CORYELL	51154 US HWY 93, POLSON, MT 59860-9729	406-883-4125
MAUREEN A CORYELL	63880 US HWY 93, RONAN, MT 59864	406-676-8585
JOHN FRANCIS	1550 SOUTH CENTRAL AVE, SIDNEY, MT 59270-5519	406-433-1983
MICHAEL R KASSITY	100 S CANYON, WEST YELLOWSTONE, MT 59758	406-646-4592
SCOTT J HADWIN	6495 HWY 93 S, WHITEFISH, MT 59937-8238	406-862-6650
KERRY LEE HANKS	303 HWY 2 W, WOLF POINT, MT 59201	406-653-1788
CHRISTIAN A MILLER	1449 W 3RD AVE, ALLIANCE, NE 69301-3127	308-762-8762
DOUGLAS J OTTE	1601 Q ST, AURORA, NE 68818	402-694-4040
JAMES PIKE, JR	1220 N 6TH ST, BEATRICE, NE 68310-2019	402-228-4106
STEVEN LEONARD	1608 GALVIN RD, BELLEVUE, NE 68005-3809	402-292-6100

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEVEN LEONARD	929 WASHINGTON, BLAIR, NE 68008	402-426-4688
DOUGLAS J OTTE	123 E SOUTH E ST, BROKEN BOW, NE 68822	308-872-2832
CHRISTIAN A MILLER	1180 W HWY 20, CHADRON, NE 69337	308-432-3998
GREG HALL	3210 23RD ST, COLUMBUS, NE 68601-3126	402-564-6600
JAMES PIKE, JR	1429 K ST, FAIRBURY, NE 68352-1309	402-729-3123
STEVEN LEONARD	435 E 23RD ST, FREMONT, NE 68025	402-721-3818
CHRISTIAN A MILLER	1855 10TH ST, GERING, NE 69341	308-436-7407
DOUGLAS J OTTE	320 S LAKE AVE, GOTHENBURG, NE 69138	308-537-2111
JAMES W DARMODY	14363 S HWY 31, GRETNA, NE 68028	402-332-5150
DOUGLAS J OTTE	PO BOX 12, HOLDREGE, NE 68949	308-995-5066
STEVEN LEONARD	8003 S 84TH ST, LA VISTA, NE 68128	402-597-6162
DOUGLAS J OTTE	2706 PLUM CREEK PKWY, LEXINGTON, NE 68850-5614	308-324-2922
MITCHELL J HRUBY	2700 PINE LAKE RD, LINCOLN, NE 68516	402-328-8727
MITCHELL J HRUBY	345 WEST O STREET, LINCOLN, NE 68522	402-438-6630
MITCHELL J HRUBY	1141 W BOND, LINCOLN, NE 68521-3632	402-475-5238
MITCHELL J HRUBY	8700 ANDERMAT AVE (WALMART), LINCOLN, NE 68521	402-488-2480
ROBERT E KOCH	5327 CORNHUSKER HWY, LINCOLN, NE 68504-1428	402-464-0973
ROBERT E KOCH	547 N 48TH ST, LINCOLN, NE 68504-3404	402-464-2290
ROBERT E KOCH	4700 N 27TH ST, LINCOLN, NE 68521	402-477-2131
ROBERT E KOCH	2600 S 48TH ST STE 20, LINCOLN, NE 68506-2502	402-488-7083
SUKHVINDER THIARA	875 N 27TH ST, LINCOLN, NE 68502	402-474-5017
SUKHVINDER THIARA	2140 K STREET, SUITE 102, LINCOLN, NE 68510	402-477-5001
RICHARD H STULL	501 N HWY 83, MCCOOK, NE 69001	308-345-7474
ERIN BARR	1512 S 11TH, NEBRASKA CITY, NE 68410	402-873-6466
KEVIN A HALL	1205 RIVERSIDE BLVD, NORFOLK, NE 68701	402-371-4048
KEVIN A HALL	813 S 13TH ST, NORFOLK, NE 68701-5747	402-379-1800
DOUGLAS J OTTE	3211 NEWBERRY RD, NORTH PLATTE, NE 69101	308-534-1733
CHRISTIAN A MILLER	301 STAGECOACH TRAIL 180 EXIT 126, OGALLALA, NE 69153	308-284-2274
JAMES W DARMODY	3575 NORTH 168TH COURT, OMAHA, NE 68116	402-289-1644
JAMES W DARMODY	7717 W DODGE, OMAHA, NE 68114-3636	402-390-0800
JAMES W DARMODY	2340 N 72ND ST, OMAHA, NE 68134-7008	402-390-1179
JAMES W DARMODY	3805 N 132ND ST, OMAHA, NE 68164	402-431-8437
JAMES W DARMODY	3404 N 108TH ST, OMAHA, NE 68164-2907	402-493-9555
JAMES W DARMODY	11330 W DODGE, OMAHA, NE 68154-2620	402-496-3555
JAMES W DARMODY	9009 OLD MILITARY AVE, OMAHA, NE 68134	402-571-0800
JAMES W DARMODY	4635 N 72ND ST, OMAHA, NE 68134	402-573-0077
FAYE HOBLEY	2410 CUMING ST, OMAHA, NE 68131-1630	402-342-1226
FAYE HOBLEY	7400 N 30TH, OMAHA, NE 68112	402-453-6889
FAYE HOBLEY	9505 S 144TH ST, OMAHA, NE 68137	402-896-5225
STEVEN LEONARD	18320 WRIGHT ST, OMAHA, NE 68130	402-333-0788
STEVEN LEONARD	12850 L ST, OMAHA, NE 68137	402-333-6175
STEVEN LEONARD	4404 N 30TH, OMAHA, NE 68111	402-451-3460
STEVEN LEONARD	10777 Q ST, OMAHA, NE 68127-2931	402-592-5100
STEVEN LEONARD	14449 W CENTER RD, OMAHA, NE 68144	402-691-8266
STEVEN LEONARD	17805 WELCH PLAZA, OMAHA, NE 68135	402-932-2882
KEVIN A HALL	212 E HWY 20, O'NEILL, NE 68763	402-336-4676
DOUGLAS J OTTE	2605 L ST, ORD, NE 68862	308-728-7655
STEVEN LEONARD	8525 S 71ST ST (WALMART), PAPILLION, NE 68046	402-592-1404
CHRISTIAN A MILLER	3322 AVE L (W*M #867), SCOTTSBLUFF, NE 69361	308-630-7904
CHRISTIAN A MILLER	419 WEST 27TH STREET, SCOTTSBLUFF, NE 69361	308-632-6511
ROBERT E KOCH	1397 PROGRESSIVE RD, SEWARD, NE 68434	402-643-3789
CHRISTIAN A MILLER	2984 UPLAND PARKWAY, SIDNEY, NE 69162	308-254-3184
F KEITH PETRIE	600 DAKOTA AVE, SOUTH SIOUX CITY, NE 68776	402-494-6928
DALE PORTER	101 W HIGHWAY 20, VALENTINE, NE 69201	402-376-1714
ERIN BARR	13821 GUILDFORD, WAVERLY, NE 68462	402-786-2200
KEVIN A HALL	617 TOMAR DR, WAYNE, NE 68787	402-375-3923
DENNIS L HALL	1246 N LINCOLN, WEST POINT, NE 68788	402-372-2423
DENNIS L HALL	I-80 & US HWY 81, YORK, NE 68467	402-362-2363
CHRISTOPHER A KASSITY	930 BROYLES RD, BATTLE MOUNTAIN, NV 89820	775-635-8222
THOMAS M ARLT	1237 NEVADA HWY, BOULDER CITY, NV 89005-1809	702-294-0642
CHRISTOPHER A KASSITY	3770 N HWY 395 (W*M #1648), CARSON CITY, NV 89705	775-267-4433
CHRISTOPHER A KASSITY	3905 S CARSON ST, CARSON CITY, NV 89701	775-882-8022
CHRISTOPHER A KASSITY	SWC HOT SPRINGS & COLLEGE PWKY WM 3408, CARSON CITY, NV 89706	775-882-8044
CHRISTOPHER A KASSITY	3344 N CARSON ST, CARSON CITY, NV 89706	775-882-8722
CHRISTOPHER A KASSITY	2001 N CARSON ST, CARSON CITY, NV 89706-2248	775-883-1097
THOMAS M ARLT	2540 MOUNTAIN CITY HWY, ELKO, NV 89801	775-738-7077
THOMAS M ARLT	1995 IDAHO ST, ELKO, NV 89801-2630	775-738-8880
THOMAS M ARLT	1695 GREAT BASIN BLVD, ELY, NV 89301	775-289-2272
JAMES B VANCE	RAINBOW & BADURA, ENTERPRISE, NV 89118	702-269-7640
WALTER PREISS	2005 W WILLIAMS AVE, FALLON, NV 89406-2688	775-423-2020
WALTER PREISS	2333 W WILLIAMS ST., FALLON, NV 89406	775-423-6129
ROBERT D HUMASON JR	1500 HWY 343, FERNLEY, NV 89408	775-575-5957
SHARON KASSITY	1055 F ST, HAWTHORNE, NV 89415	775-945-1200
THOMAS M ARLT	540 MARKS ST (W*M #2838), HENDERSON, NV 89014	702-458-8571
SHARON D LIPSCOMB	VALLE VERDE & LAKE MEAD, HENDERSON, NV 89014	702-263-1002
SHARON D LIPSCOMB	220 W SUNSET, HENDERSON, NV 89105	702-558-6288
F RONALD SMITH	701 E HORIZON, HENDERSON, NV 89015	702-565-1465

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
F RONALD SMITH	310 N BOULDER HWY, HENDERSON, NV 89015	702-565-7222
F RONALD SMITH	601 N STEPHANIE, HENDERSON, NV 89014	702-898-1881
JAMES B VANCE	10020 S EASTERN, HENDERSON, NV 89052	702-269-4166
JAMES B VANCE	2217 N GREEN VALLEY, HENDERSON, NV 89014-5024	702-454-3485
JAMES B VANCE	1300 SUNSET RD #2837, HENDERSON, NV 89014	702-456-0968
ERIC M ARLT	3815 S MARYLAND PKY, LAS VEGAS, NV 89109	702-735-2266
THERESA A ARLT	SAHARA & MARYLAND, LAS VEGAS, NV 89109	702-457-0488
THOMAS M ARLT	2650 W SAHARA, LAS VEGAS, NV 89102	702-362-3446
THOMAS M ARLT	2340 S RAINBOW, LAS VEGAS, NV 89102-2977	702-367-2241
THOMAS M ARLT	1601 W CHARLESTON BLVD, LAS VEGAS, NV 89102-2333	702-384-0019
THOMAS M ARLT	2050 E CHARLESTON BLVD, LAS VEGAS, NV 89104	702-387-0166
THOMAS M ARLT	4321 W FLAMINGO RD, LAS VEGAS, NV 89103	702-507-5115
THOMAS M ARLT	2851 W WASHINGTON, LAS VEGAS, NV 89107	702-636-2003
THOMAS M ARLT	1501 W LAKE MEAD, LAS VEGAS, NV 89106	702-636-9930
THOMAS M ARLT	2000 S LAS VEGAS BLVD, LAS VEGAS, NV 89104	702-678-5115
THOMAS M ARLT	3700 S PARADISE RD, LAS VEGAS, NV 89109-4605	702-731-5756
THOMAS M ARLT	3451 W TROPICANA, LAS VEGAS, NV 89118	702-736-2357
THOMAS M ARLT	2248 PARADISE RD, LAS VEGAS, NV 89104	702-796-0664
THOMAS M ARLT	SAHARA & ARVILLE, LAS VEGAS, NV 89102	702-873-1707
THOMAS M ARLT	4300 MEADOWS LN, LAS VEGAS, NV 89107-3004	702-878-5342
THOMAS M ARLT	4855 S MARYLAND PKY, LAS VEGAS, NV 89119	702-891-0803
THOMAS M ARLT	DESERT INN & PECOS, LAS VEGAS, NV 89121	702-892-9670
THOMAS M ARLT	4105 S EASTERN, LAS VEGAS, NV 89119	702-893-6622
HAROLD R LEWIS	7530 W WASHINGTON, LAS VEGAS, NV 89128	702-240-4248
HAROLD R LEWIS	6360 W CHARLESTON, LAS VEGAS, NV 89146	702-258-0298
HAROLD R LEWIS	10290 W CHARLESTON BLVD, LAS VEGAS, NV 89135	702-304-2637
HAROLD R LEWIS	4135 SOUTH GRAND CANYON DRIVE, LAS VEGAS, NV 89147	702-431-2435
HAROLD R LEWIS	1980 VILLAGE CENTER, LAS VEGAS, NV 89134	702-804-1502
HAROLD R LEWIS	8635 W SPRING MOUNTAIN, LAS VEGAS, NV 89146	702-804-6333
HAROLD R LEWIS	4505 W CHARLESTON (W*M #3473), LAS VEGAS, NV 89102-1501	702-870-8970
HAROLD R LEWIS	4774 ALTA DR, LAS VEGAS, NV 89107	702-880-4443
HAROLD R LEWIS	900 S RAMPART, LAS VEGAS, NV 89145	702-940-5469
JEREMY R LEWIS	7851 W CHARLESTON, LAS VEGAS, NV 89117	702-360-3595
SHARON D LIPSCOMB	9415 W TROPICANA, LAS VEGAS, NV 89147	702-220-3942
SHARON D LIPSCOMB	4945 W FLAMINGO RD, LAS VEGAS, NV 89103	702-365-8233
SHARON D LIPSCOMB	5111 BOULDER HWY, LAS VEGAS, NV 89122	702-434-2560
SHARON D LIPSCOMB	5811 E CHARLESTON BLVD, LAS VEGAS, NV 89142	702-457-1183
EVA MARTIN	7171 W ANN RD, LAS VEGAS, NV 89130	702-396-3311
EVA MARTIN	7150 W CRAIG RD, LAS VEGAS, NV 89129	702-515-7581
EVA MARTIN	8480 FARM RD, LAS VEGAS, NV 89131	702-839-0359
S TODD MCMILLAN	4804 W LONE MOUNTAIN, LAS VEGAS, NV 89130	702-658-5442
PATRICIA NAVARRO-ISSEL	4215 LAS VEGAS BLVD N, LAS VEGAS, NV 89115	702-643-0200
ROBERT F POWELSON	2550 E SUNSET RD, LAS VEGAS, NV 89120-3513	702-795-0435
ROBERT F POWELSON	8120 S EASTERN, LAS VEGAS, NV 89123	702-896-5353
ROBERT F POWELSON	2310 E SERENE (W*M #2593), LAS VEGAS, NV 89123	702-897-8597
F RONALD SMITH	6020 W TROPICANA, LAS VEGAS, NV 89103	702-222-1922
F RONALD SMITH	6480 S. DURANGO, LAS VEGAS, NV 89113	702-263-3569
TIMOTHY THOMAS	3625 S RAINBOW BLVD (W*M #1584), LAS VEGAS, NV 89103	702-220-8328
TIMOTHY THOMAS	7662 W LAKE MEAD, LAS VEGAS, NV 89128	702-228-2203
TIMOTHY THOMAS	4075 S BUFFALO DR, LAS VEGAS, NV 89117	702-247-6300
TIMOTHY THOMAS	5200 S FORT APACHE (W*M #5070), LAS VEGAS, NV 89148	702-367-3250
TIMOTHY THOMAS	3500 E BONANZA, LAS VEGAS, NV 89110	702-438-1200
TIMOTHY THOMAS	8425 WEST CENTENNIAL, LAS VEGAS, NV 89149	702-646-5200
TIMOTHY THOMAS	8060 W TROPICAL PKWY (W*M #2884), LAS VEGAS, NV 89149-4528	702-655-8782
TIMOTHY THOMAS	5947 SPRING MOUNTAIN RD, LAS VEGAS, NV 89103	702-876-6249
JAMES B VANCE	7310 S LAS VEGAS BLVD, LAS VEGAS, NV 89123	702-269-6322
JAMES B VANCE	1343 SILVERADO RANCH, LAS VEGAS, NV 89123	702-269-8623
JAMES B VANCE	6915 BLUE DIAMOND, LAS VEGAS, NV 89124	702-361-2868
JAMES B VANCE	7200 ARROYO CROSSING PKWY (W*M), LAS VEGAS, NV 89113	702-896-5782
KELLIE VANDER VEUR	2886 S NELLIS BLVD, LAS VEGAS, NV 89122	702-431-5869
ABELARDO MARTINEZ, III	2020 S CASINO DR, LAUGHLIN, NV 89029	702-298-0489
ABELARDO MARTINEZ, III	1900 S CASINO DR, LAUGHLIN, NV 89029-1513	702-298-1000
ABELARDO MARTINEZ, III	2900 S CASINO DR, LAUGHLIN, NV 89029	702-298-9229
WALTER PREISS	1555 MAIN ST, LOVELOCK, NV 89419	775-273-0209
MARIA C PRICE	190 E PIONEER BLVD, MESQUITE, NV 89027	702-346-1227
MARIA C PRICE	920 W MESQUITE BLVD, MESQUITE, NV 89024	702-346-7536
CHRISTOPHER A KASSITY	1666 USHY 395, MINDEN, NV 89423-4309	775-782-8822
THOMAS A MCKENNIE	18200 WEDGE PKY, MT. ROSE, NV 89511	775-853-2322
ERIC M ARLT	5860 LOSEE ROAD, NORTH LAS VEGAS, NV 89081	702-633-5161
THOMAS M ARLT	3229 LOSEE RD, NORTH LAS VEGAS, NV 89030	702-642-1971
THOMAS M ARLT	1807 W CRAIG RD (W*M #2592), NORTH LAS VEGAS, NV 89031	702-642-9496
THOMAS M ARLT	1408 W CRAIG RD, NORTH LAS VEGAS, NV 89031	702-649-7578
THOMAS M ARLT	2836 W ANN RD, NORTH LAS VEGAS, NV 89031	702-656-4621
PATRICIA NAVARRO-ISSEL	4350 N NELLIS BLVD (W*M #2837), NORTH LAS VEGAS, NV 89115	702-632-8961
PATRICIA NAVARRO-ISSEL	6680 NORTH FIFTH STREET, NORTH LAS VEGAS, NV 89086	702-639-2372
TIMOTHY THOMAS	2513 E OWENS AVE, NORTH LAS VEGAS, NV 89030	702-464-3124
WILLIAM C WONG	1003 E LAKE MEAD BLVD, NORTH LAS VEGAS, NV 89030	702-642-6730

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARIA C PRICE	310 S MOAPA BLVD, OVERTON, NV 89040	702-397-6736
THOMAS M ARLT	710 S HWY 160, PAHRUMP, NV 89048	775-727-8765
THOMAS M ARLT	115 STATE LINE, PRIMM, NV 89019	702-382-8800
THOMAS M ARLT	31700 S LV BLVD, PRIMM, NV 89019	702-874-1294
THOMAS M ARLT	100 W PRIMM BLVD, PRIMM, NV 89019	702-874-2317
ROBERT D HUMASON JR	1150 KIETZKE LN, RENO, NV 89502-2714	775-348-6225
ROBERT D HUMASON JR	3308 S MCCARRAN BLVD, RENO, NV 89502-6442	775-825-8645
THOMAS A MCKENNIE	305 E PLUMB LN, RENO, NV 89502	775-322-3773
THOMAS A MCKENNIE	432 N VIRGINIA AVE, RENO, NV 89501	775-322-6268
THOMAS A MCKENNIE	440 KEYSTONE AVE, RENO, NV 89503-4302	775-329-7444
THOMAS A MCKENNIE	1810 SILVERADA BLVD, RENO, NV 89512-2100	775-331-3560
THOMAS A MCKENNIE	2524 E. 2ND STREET, RENO, NV 89512	775-348-5964
THOMAS A MCKENNIE	10595 STEAD BLVD RENO, RENO, NV 89506	775-677-2241
THOMAS A MCKENNIE	5148 MAE ANNE BLVD, RENO, NV 89523-1855	775-747-1700
THOMAS A MCKENNIE	MCCARREN & HWY 80 (W*M #3254), RENO, NV 89523	775-747-7700
THOMAS A MCKENNIE	5000 MEADOWOOD MALL, RENO, NV 89502	775-826-2999
THOMAS A MCKENNIE	5000 S VIRGINIA ST, RENO, NV 89502-6018	775-827-2209
THOMAS A MCKENNIE	1071 STEAMBOAT PARKWAY, RENO, NV 89521	775-852-8050
THOMAS A MCKENNIE	735 S MEADOWS PKY, RENO, NV 89521	775-852-8088
THOMAS A MCKENNIE	120 LEMMON DR, RENO, NV 89506-8799	775-972-3300
THOMAS M ARLT	670 USHY 95 S, SEARCHLIGHT, NV 89046	702-297-2022
THOMAS A MCKENNIE	5065 PYRAMID LAKE HWY(WM#3729), SPARKS, NV 89436	775-424-1821
MARY S PELTON	2095 BRIERLEY, SPARKS, NV 89434	775-331-0466
RICHARD P PELTON	2905 N MCCARRAN, SPARKS, NV 89431	775-359-1800
THOMAS N TEAGUE	610 E PRATER WAY, SPARKS, NV 89431-4680	775-358-2355
ROBERT D HUMASON JR	140 W 1ST AVE, SUN VALLEY, NV 89433	775-674-2122
BOBBY J ROETZEL	157 HIGHWAY 93 SOUTH, WELLS, NV 89835	775-752-3499
BOBBY J ROETZEL	1120 W WENDOVER BLVD, WEST WENDOVER, NV 89835	775-664-3633
CHRISTOPHER A KASSITY	1930 W WINNEMUCCA BLVD, WINNEMUCCA, NV 89445-3637	775-623-5161
SHARON KASSITY	164 W GOLDFIELD, YERINGTON, NV 89447	775-463-1838
EMILE HADDAD	4 HOMESTEAD PLACE, ALTON, NH 03809	603-875-6464
CHARLES T COUGHLIN	231 WASHINGTON ST, CLAREMONT, NH 03743	603-543-1577
PETER NAPOLI	90 S MAIN ST, CONCORD, NH 03301	603-224-9819
PETER NAPOLI	111 FISHERVILLE RD, CONCORD, NH 03303	603-226-2297
PETER NAPOLI	117 LOUDON RD, CONCORD, NH 03301	603-228-8873
EMILE HADDAD	45 CRYSTAL AVE, DERRY, NH 03038	603-432-2231
PETER NAPOLI	912 CENTRAL AVE, DOVER, NH 03820	603-742-9813
EMILE HADDAD	45 E HOLLIS ST, EAST NASHUA, NH 03060	603-880-3050
DWIGHT D BARNES	56 CALEF HYW, EPPING, NH 03042	603-679-8544
EMILE HADDAD	1881 DOVER RD (RTS 4 & 28), EPSOM, NH 03234	603-736-8474
PETER NAPOLI	148 PORTSMOUTH AVE, EXTER, NH 03833	603-778-8919
PETER NAPOLI	822 CENTRAL ST, FRANKLIN, NH 03235	603-934-9820
EMILE HADDAD	569 MAST RD, GOFFSTOWN, NH 03045	603-625-1278
PETER NAPOLI	214 MAIN ST, GORHAM, NH 03581	603-466-2275
PETER NAPOLI	RTE OCEAN ROAD, GREENLAND, NH 03840	603-427-1620
PETER NAPOLI	663 LAFAYETTE RD, HAMPTON, NH 03842	603-929-3674
PETER NAPOLI	187 OCEAN BLVD, HAMPTON BEACH, NH 03842	603-926-9209
PATRICIA A GARRETT	316 WEST MAIN ST, HILLSBOROUGH, NH 03244	603-464-4664
EMILE HADDAD	1254 HOOKSETT RD, HOOKSETT, NH 03106	603-668-6512
PETER NAPOLI	251 LOWELL RD, HUDSON, NH 03051	603-882-9603
PETER NAPOLI	75 DERRY RD, HUDSON, NH 03051	603-889-9528
LORI M RUSCITO	85 PETERBOROUGH ST, JAFFREY, NH 03452	603-532-4517
PETER NAPOLI	317 WINCHESTER ST, KEENE, NH 03431	603-352-9610
PETER NAPOLI	1231 UNION AVE, LACONIA, NH 03246	603-524-9394
PETER NAPOLI	258 MAIN STREET, LANCASTER, NH 03584	603-788-2123
EMILE HADDAD	44 CONCORD RD, LEE, NH 03857	603-868-6237
PATRICIA A GARRETT	RT 112/MAINE ST, LINCOLN, NH 03251	603-745-8006
JAMES BARTLEY	75 OLD COUNTY ROAD, LITTLETON, NH 03561	603-444-3933
EMILE HADDAD	39 NASHUA RD (RT. 102), LONDONDERRY, NH 03053	603-434-3570
RONALD L EVANS	196 S WILLOW ST, MANCHESTER, NH 03103	603-623-9259
RONALD L EVANS	907 2ND ST, MANCHESTER, NH 03102	603-627-4793
RONALD L EVANS	907 HANOVER ST, MANCHESTER, NH 03109	603-644-2557
PETER NAPOLI	2287 BROWN AVE, MANCHESTER, NH 03103	603-647-0000
PETER NAPOLI	209 DANIEL WEBSTER HWY, MEREDITH, NH 03253	603-279-8501
EMILE HADDAD	710 RT 101A, MERRIMACK, NH 03054	603-595-4774
DONALD A WRIGHT, JR.	9 DOBSON RD., MERRIMACK, NH 03054	603-429-3800
EMILE HADDAD	599 NASHUA ST, MILFORD, NH 03055	603-672-9265
ROBERT V HOGAN	255 DANIEL WEBSTER HWY, NASHUA, NH 03060	603-891-0419
DONALD A WRIGHT, JR.	3 COTTON ROAD & AMHERST ST, NASHUA, NH 03060	603-598-4475
DONALD A WRIGHT, JR.	3 NORTHEASTERN BLVD, NASHUA, NH 03062	603-821-3099
PETER NAPOLI	50 FOX RUN RD, NEWINGTON, NH 03801	603-431-1559
PETER NAPOLI	49 GOSLING RD, NEWINGTON, NH 03801	603-436-9771
PETER NAPOLI	75 EXTER ST, NEWMARKET, NH 03857	603-659-1757
CHARLES T COUGHLIN	20 JOHN STARK HWY, NEWPORT, NH 03773	603-863-7818
PETER NAPOLI	1750 WHITE MOUNTAIN HWY, NORTH CONWAY, NH 03818	603-356-9753
PETER NAPOLI	113 BRIDGE ST/RTE 38, PELHAM, NH 03076	603-635-9926
PATRICIA A GARRETT	291 MAIN ST., PLYMOUTH, NH 03264	603-536-1010

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PETER NAPOLI	1000 LAFAYETTE RD, PORTSMOUTH, NH 03801	603-436-9689
DWIGHT D BARNES	FREETOWN & ESSEX RDS, RAYMOND, NH 03077	603-895-9396
PETER NAPOLI	291 N MAIN ST, ROCHESTER, NH 03867	603-332-6829
PETER NAPOLI	161 WAKEFIELD ST, ROCHESTER, NH 03867	603-332-9848
PETER NAPOLI	225 S BROADWAY, SALEM, NH 03079	603-898-7923
PETER NAPOLI	652 LAFAYETTE RD, SEABROOK, NH 03874	603-474-8361
PETER NAPOLI	#5 TILTON ROAD, TILTON, NH 03276	603-286-7332
PATRICIA A GARRETT	RT 89 & 103, WARNER, NH 03278	603-456-2805
PETER NAPOLI	RTE 12A SO MAIN ST, WEST LEBANON, NH 03784	603-298-9845
PATRICIA A GARRETT	JCTS 25 WEST AND 16, WEST OSSISPEE, NH 03890	603-539-3534
PETER NAPOLI	124B INDIAN ROCK RD -ROUTE 111, WINDHAM, NH 03087	603-893-8205
JAMES BARTLEY	RT 302 & FOREST AVE, WOODSVILLE, NH 03785	603-747-3114
ANTHONY MARINELLO	164 RT 34, ABERDEEN, NH 07747	732-583-9696
ROBERT F TRAA	551 WHITE HORSE PIKE, ABSECON, NJ 08201	609-645-2772
KENNETH A HULLINGS	1501 MAIN ST, ASBURY PARK, NJ 07712	732-774-1785
RITA J MACK	31 ARKANSAS AVE, ATLANTIC CITY, NJ 08401	609-344-1077
RITA J MACK	600 N ALBANY AVE, ATLANTIC CITY, NJ 08401	609-347-7737
ABDOLREZA ZIAEE	1537 ATLANTIC AVE, ATLANTIC CITY, NJ 08401	609-348-0866
ANTHONY MARINELLO	970 RT 36, ATLANTIC HIGHLANDS, NJ 07716	732-291-7474
HARRY H CHAPMAN III	580 N MAIN ST, BARNEGAT, NJ 08005	609-660-1021
SEBASTIAN E LENTINI	537 BROADWAY, BAYONNE, NJ 07002	201-858-9054
JOHN SINGLETARY	157 W 63RD ST, BAYONNE, NJ 07002	201-437-4020
LAWRENCE E LARSEN	417 ATLANTIC CITY BLVD, BAYVILLE, NJ 08721	732-269-5777
ANA M MADAN	173 FRANKLIN STREET, BELLEVILLE, NJ 07109	973-751-5218
JOHN F EARLE	230 WHITE HORSE PIKE, BERLIN, NJ 08009	856-767-0311
JOHN F EARLE	270 ROUTE 73 NORTH (DS 551), BERLIN, NJ 08091	856-767-6860
SAM J RABINOWITZ	1521 BLACKWOOD & CLEMENTON, BLACKWOOD, NJ 08012	856-227-7123
ANA M MADAN	GARDEN ST PKY, BLOOMFIELD, NJ 07003	973-338-4641
ANA M MADAN	425 BROAD STREET CTR, BLOOMFIELD, NJ 07003	973-429-7244
HERBERT THOMAS	568 MYRTLE AVE, BOONTON, NJ 07005	973-316-6115
THOMAS SMOLAR	255 RT 130, BORDENTOWN, NJ 08505	609-298-9802
ANGELA COFIELD ADDERLEY	944 RT 202 S, BRANCHBURG, NJ 08876	908-595-1381
HARRY H CHAPMAN III	1872 ROUE 88, BRICK, NJ 08723	732-840-0337
KENNETH A HULLINGS	191 VAN ZILE ROAD, BRICK TOWNSHIP, NJ 08724	732-840-8591
ANTHONY D'AMBROSIO, JR.	106 CHAMBERS BRIDGE RD, BRICKTOWN, NJ 08723	732-477-4280
ANNA FORD-KEELS	1056 N PEARL ST, BRIDGETON, NJ 08302	856-451-9165
ANNA FORD-KEELS	56 E BROAD ST, BRIDGETON, NJ 08302	856-455-9572
PATRICK POWERS	118 TRENTON RD, BROWN MILLS, NJ 08015	609-893-6992
THERESA M SANTORO	ROUTE 130 NORTH/JACKSON ST, BURLINGTON, NJ 08016	609-387-9191
ANTHONY J SCARI	USHY 206 & LAKE LACKAWANNA, BYRAM, NJ 07874	973-448-1117
EDWARD BAIM	HADDON AVE & FEDERAL ST, CAMDEN, NJ 08103	856-963-9658
JAMES J BURLAGA	227 N MAIN ST(BUCKS COUNTY COFFEE), CAPE MAY COURT HOUSE, NJ 08210	609-465-4604
FRANK J MASON	835 ROOSEVELT AVE, CARTERET, NJ 07008	732-541-2100
ANTHONY J SCARI	35 MORRIS COUNTY MALL, CEDAR KNOLLS, NJ 07927	973-267-6232
JOHN F EARLE	24 W MARLTON PIKE, CHERRY HILL, NJ 08034	856-428-0150
JOHN F EARLE	801 RT 38, CHERRY HILL, NJ 08002	856-665-9601
THERESA M SANTORO	100 RT 130 N, CINNAMINSON, NJ 08077	856-303-2280
FRANK J MASON	108 CENTRAL AVE, CLARK, NJ 07066	732-396-3445
MARGARET GILLIS	RT 35 & AMBOY, CLIFFWOOD BEACH, NJ 07735	732-739-1592
PHILIP J KOURY	185 CENTER ST, CLINTON, NJ 08809	908-735-4499
DONNA E ZLOCKI	10 SIMPSON RD, COLUMBIA, NJ 07832	908-496-8600
ANTHONY D'AMBROSIO, JR.	534 MONMOUTH RD, CREAM RIDGE, NJ 08514	609-259-0419
THERESA M SANTORO	US 130 CHESTER AVE, DELRAN, NJ 08075	856-764-0647
PAUL COTTRELL	305ROUTE 10 EAST, EAST HANOVER, NJ 07936	973-884-9689
CELESTINA S QUINTANA	375-379 CENTRAL, EAST ORANGE, NJ 07018	973-676-3170
FRANK QUINN	RT 130 & DUTCH NECK RD, EAST WINDSOR, NJ 08520	609-443-4433
CHRISTINE SERAPHIN	RT 35 & MAIN ST, EATONTOWN, NJ 07724	732-389-1764
DOUGLAS F DAMIANO	549 RIVER RD, EDGEWATER, NJ 07020	201-941-9392
TERRY SMITH	US 130/COOPER ST, EDGEWATER PARK, NJ 08010	609-877-8142
DOUGLAS F DAMIANO	1511 ROUTE 1, EDISON, NJ 08837	732-494-3121
DOUGLAS F DAMIANO	59 HWY 27, EDISON, NJ 08817	732-906-9540
PETER S FONSECA	1966 HWY 27, EDISON, NJ 08817	732-985-3311
ROBERTO A MADAN	1075 ROUTE 1 S & PRINCE ST, EDISON, NJ 08837	732-516-0505
ROBERT F TRAA	RT 30 & SAINT LOUIS AVE, EGG HARBOR, NJ 08215	609-965-2580
ABDOLREZA ZIAEE	6688 BLACKHORSE PIKE, EGG HARBOR TOWNSHIP, NJ 08234	609-484-7007
PAUL COTTRELL	819-835 NORTH AVE, ELIZABETH, NJ 07201	908-355-9624
EDUARDO DE LA CRUZ	33 BROAD ST, ELIZABETH, NJ 07201	908-527-9550
FRANK J MASON	420-34 RTE 1 N, ELIZABETH, NJ 07208	908-351-4548
LINDA C DUNHAM	41/43 W PALISADE AVE, ENGLEWOOD, NJ 07631	201-894-0048
SEBASTIAN E LENTINI	3701 BROADWAY, FAIR LAWN, NJ 07410	201-794-1313
HERBERT THOMAS	460 RT 46 E, FAIRFIELD, NJ 07004	973-882-1251
ERIC J GUTIERREZ	289 BERGEN BLVD, FAIRVIEW, NJ 07022	201-313-2560
MICHAEL G SCARCELLA	293 RT 206, FLANDERS, NJ 07836	973-584-3853
PHILIP J KOURY	72 REAVILLE AVE, FLEMINGTON, NJ 08822	908-782-4550
PAUL COTTRELL	176 COLUMBIA TPKE, FLORHAM PARK, NJ 07932	973-301-0347
DOUGLAS F DAMIANO	2152 LEMOINE AVENUE, FORT LEE, NJ 07024	201-944-4880
ANTHONY J SCARI	RT 23, FRANKLIN, NJ 07416	973-827-2557

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEVEN C REEDY	216 NORTH AVE, GARWOOD, NJ 07027	908-789-1299
JOHN DURANTE	656 DELSEA, GLASSBORO, NJ 08028	856-881-2311
ANGELA COFIELD ADDERLEY	10 RT 22 W, GREENBROOK, NJ 08812	908-753-0455
EDWARD ACRE	343 RIVER ST, HACKENSACK, NJ 07601	201-487-1347
EDWARD ACRE	193 ESSEX, HACKENSACK, NJ 07601	201-968-9878
ANTHONY J SCARI	202 MOUNTAIN AVE, HACKETTSTOWN, NJ 07840	908-852-3857
JOHN DURANTE	96 S WHITE HORSE PIKE, HAMMONTON, NJ 08037	609-561-8278
DIANE KOURY	461 RT 31 S, HAMPTON, NJ 08827	908-537-9333
GEORGE L GUTIERREZ	329 RTE 17 SOUTH, HASBROUCK HEIGHTS, NJ 07604	201-288-5121
ANTHONY MARINELLO	31-20 ROUTE 35 & HAZLET AVE, HAZLET, NJ 07730	732-203-0818
FRANK J MASON	RT 22 & LONG AVE, HILLSIDE, NJ 07205	908-686-4171
DOUGLAS F DAMIANO	234 WASHINGTON ST, HOBOKEN, NJ 07030	201-659-9612
HARRY H CHAPMAN III	4900 US HIGHWAY 9 (W*M #2195), HOWELL, NJ 07731	732-363-5155
HARRY H CHAPMAN III	6771/RT 9 NORTH, HOWELL, NJ 07731	732-364-6395
HARRY H CHAPMAN III	3410/RT 9 SOUTH, HOWELL, NJ 07731	732-367-7262
SAM J RABINOWITZ	122 DELSEA DR, HURFFVILLE, NJ 08080	856-401-3040
CELESTINA S QUINTANA	783 SPRINGFIELD AVE, IRVINGTON, NJ 07111	973-373-9194
HARRY H CHAPMAN III	1136 E. VETERANS HIGHWAY(RT. 528), JACKSON, NJ 08527	732-264-1055
HARRY H CHAPMAN III	260 COUNTY LINE ROAD, JACKSON, NJ 08527	732-730-0123
GEORGE L GUTIERREZ	30 MALL DR W, JERSEY CITY, NJ 07310	201-626-2211
ALISA C HARRISON	891 CUMMUNIPAW AVE, JERSEY CITY, NJ 07304	201-333-6889
SEBASTIAN E LENTINI	325 GROVE ST, JERSEY CITY, NJ 07303	201-333-7888
MITCHELL G MCGUIRE, JR	428 GRAND ST, JERSEY CITY, NJ 07303	201-433-0055
CELESTINA S QUINTANA	260 CENTRAL AVE, JERSEY CITY, NJ 07307-3067	201-418-8782
CELESTINA S QUINTANA	564 NEWARK AVE, JERSEY CITY, NJ 07306	201-533-8695
CELESTINA S QUINTANA	2873 JOHN F KENNEDY BLVD, JERSEY CITY, NJ 07306	201-610-0029
CELESTINA S QUINTANA	737 SECAUCUS RD, JERSEY CITY, NJ 07047	201-653-1057
JESSICA QUINTANA	390 MARTIN LUTHER KING DRIVE, JERSEY CITY, NJ 07305	201-434-2638
FRANK X STIMMLER	735 S RT 15 PO BOX 395, LAKE HOPATCONG, NJ 07849	973-663-1102
HARRY H CHAPMAN III	98 RT 70 & CENTER ST, LAKEHURST, NJ 08733	732-657-8200
CHRISTINE SERAPHIN	1900 SHORROCK RD & RT 70, LAKEWOOD, NJ 08701	732-920-5409
LAWRENCE E LARSEN	408 RT 9 S, LANOKA HARBOR, NJ 08734	609-693-2981
THOMAS SMOLAR	301 BRUNSWICK CIRCLE EXTENTION, LAWRENCE TOWNSHIP, NJ 08648	609-394-2800
PAUL COTTRELL	1117 ROUTE 46 WEST, LEDGEWOOD, NJ 07852	973-584-2244
ANTHONY J SCARI	53 BOONTON TPK, LINCOLN PARK, NJ 07035	973-696-1334
KENNETH A HULLINGS	608 NEWMAN SPRINGS RD-SATELLITE, LINCROFT, NJ 07738	732-936-0870
FRANK J MASON	107 W EDGAR RD, LINDEN, NJ 07036	908-523-0246
PATRICK POWERS	517 WHITE HORSE PIKE, LINDENWOLD, NJ 08021	856-435-0489
JOSE MATO	460 RT 9 S, LITTLE EGG HARBOR, NJ 08087	609-296-5600
PAUL COTTRELL	319 ROUTE 46 EAST, LITTLE FERRY, NJ 07643	201-641-9632
KENNETH A HULLINGS	229 BROADWAY ST, LONG BRANCH, NJ 07740	732-571-1072
MICHAEL E CLARK	700 N WHITE HORSE PIKE, MAGNOLIA, NJ 08049	856-784-5397
PAUL COTTRELL	150 RT 17 S, MAHWAH, NJ 07430	201-529-1247
JAMES J BURLAGA	403 DELSEA DR, MALAGA, NJ 08328	856-694-5116
HARRY H CHAPMAN III	340 RT 72, MANAHAWKIN, NJ 08050	609-597-4841
HARRY H CHAPMAN III	757 RT 72 W, MANAHAWKIN, NJ 08050	609-978-2763
ANTHONY D'AMBROSIO, JR.	2428 RT 35, MANASQUAN, NJ 08736	732-223-4131
ANNIS L ALSTON-STALEY	60 N MAIN ST, MANVILLE, NJ 08835	908-595-9856
MARK HEINZ	760 W ROUTE 7(BUCKS COUNTY COFFEE), MARLTON, NJ 08053	856-983-2550
ROBERT F TRAA	6048 HARDING HWY, MAYS LANDING, NJ 08330	609-625-1568
ROBERT F TRAA	4478 BLACK HORSE PIKE, MAYS LANDING, NJ 08330	609-909-9380
TERRY SMITH	601 STOKES RD, MEDFORD, NJ 08055	609-953-0634
THOMAS SMOLAR	410 NJ STHY 33, MERCERVILLE, NJ 08619	609-890-9605
ANNIS L ALSTON-STALEY	716 BOUND BROOK RD, MIDDLESEX, NJ 08846	732-968-2059
KENNETH A HULLINGS	925 HWY 35, MIDDLETOWN, NJ 07748	732-671-0925
PAUL COTTRELL	5734 BERKSHIRE VALLEY RD, MILTON, NJ 07438	973-208-7539
DEAN W COLLEY	13 RT 23 RD #4, MONTAGUE, NJ 07827	973-293-3671
MARK E GRENON	1 W CAMDEN AVE, MOORESTOWN, NJ 08057	856-727-1244
MICHAEL E CLARK	1660 STHY 38, MOUNT HOLLY, NJ 08060	609-261-4842
THERESA M SANTORO	1864 BURLINGTON/MOUNT HOLLY RD, MOUNT HOLLY, NJ 08060	609-267-8544
MICHAEL E CLARK	1108 RT 73 & CHURCH ROAD, MOUNT LAUREL, NJ 08054	856-778-4499
TERRY SMITH	RT 38 & ARC RD, MOUNT LAUREL, NJ 08054	856-778-9021
ANTHONY J SCARI	30 INTERNATIONAL DR, SOUTH, MOUNT OLIVE, NJ 07828	973-448-9107
JOHN DURANTE	ROUTE 77 AND WALNUT LANE, MULLICA HILL, NJ 08062	856-223-8633
MARGARET GILLIS	RT 33 & 35, NEPTUNE, NJ 07753	732-774-7907
MARGARET GILLIS	3542 RT 66 EAST & JUMPING BROOK RD, NEPTUNE, NJ 07753	732-922-2115
PETER S FONSECA	666 SOMERSET ST, NEW BRUNSWICK, NJ 08901	732-247-9814
CHRISTOPHER COTTRELL	101-115 CLINTON AVE, NEWARK, NJ 07101	973-824-4463
PAUL COTTRELL	872-934 FRELINGHUYSEN, NEWARK, NJ 07114	973-643-9657
ANA M MADAN	621-635 BROADWAY, NEWARK, NJ 07104	973-482-3002
ANA M MADAN	561-575 MCCARTER HWY, NEWARK, NJ 07102	973-643-0810
FRANK J MASON	NEWARK AIRPORT/TERMINAL C, NEWARK, NJ 07114	973-623-6602
FRANK J MASON	7944 PENN STATION, NEWARK, NJ 07102	973-624-5034
CELESTINA S QUINTANA	915 18TH AVE, NEWARK, NJ 07106	973-371-2876
CELESTINA S QUINTANA	772 BROAD ST, NEWARK, NJ 07102	973-624-8434
CELESTINA S QUINTANA	334 W MARKET ST, NEWARK, NJ 07102	973-642-0064
ANTHONY J SCARI	126 WATER ST, NEWTON, NJ 07860	973-383-6100

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GEORGE L GUTIERREZ	8101 TONNELLE AVE, NORTH BERGEN, NJ 07047	201-868-9888
PETER S FONSECA	GEORGES & MILLTOWN RD, NORTH BRUNSWICK, NJ 08902	732-247-4774
ELIZABETH L HODGE	3857 BAYSHORE RD, NORTH CAPE MAY, NJ 08204	609-884-0840
JAMES J BURLAGA	130 WEST SPRUCE AVENUE, NORTH WILDWOOD, NJ 08260	609-522-1011
ABDOLREZA ZIAEE	1201 TILTON RD, NORTHFIELD, NJ 08225	609-646-5900
JOSEPH DAMIANO JR	240 LIVINGSTON ST, NORTHVALE, NJ 07647	201-767-9779
CHRISTINE SERAPHIN	2000 RT 35 & W PARK AVE, OCEAN, NJ 07712	732-660-9006
PATRICK POWERS	900 WEST AVE, OCEAN CITY, NJ 08226	609-398-6554
ANTHONY MARINELLO	1111 RT 9 N, OLD BRIDGE, NJ 08857	732-525-5848
PAUL COTTRELL	216 OLD TAPPAN RD, OLD TAPPAN, NJ 07675	201-664-4626
FRANK J MASON	145-147 MAIN ST, ORANGE, NJ 07050	973-678-3680
CHRISTINE SERAPHIN	6 RT 35 & WASHINGTON AVE, ORTLEY BEACH, NJ 08715	732-854-1000
LINDA C DUNHAM	247 RT 4 W, PARAMUS, NJ 07652	201-556-1288
SEBASTIAN E LENTINI	2624 PARAMUS PARK MALL, PARAMUS, NJ 07652	201-262-9685
SEBASTIAN E LENTINI	828 RT 17 N, PARAMUS, NJ 07652	201-652-9428
PAUL COTTRELL	3111 RT 46 E, PARSIPPANY, NJ 07054	973-335-8533
STANLEY WALDEMORE	1155 RT 46 E, PARSIPPANY, NJ 07054	973-316-5800
SEBASTIAN E LENTINI	15-31 CENTRAL AVE, PASSAIC, NJ 07055	973-779-9244
ALISA C HARRISON	485-497 BROADWAY, PATERSON, NJ 07514	973-278-4710
ALISA C HARRISON	835 MARKET ST, PATERSON, NJ 07513	973-345-8830
ALISA C HARRISON	186-194 3RD AVENUE, PATERSON, NJ 07514	973-684-5335
SEBASTIAN E LENTINI	160 MARKET ST, PATERSON, NJ 07505	973-684-9351
VENISA C TYSON	265 CROOKS AVE, PATERSON, NJ 07503	973-345-9138
JOHN DURANTE	43 BORRELLI BLVD, PAULSBORO, NJ 08066	856-423-4783
EDWARD BAIM	RT 130 & MARLTON PIKE, PENNSAUKEN, NJ 08110	856-665-7855
MICHAEL E CLARK	1021 ROUTE 73, PENNSAUKEN, NJ 08110	856-488-0410
KATE LIMA-RAPPS	660 MEMORIAL PKY E, PHILLIPSBURG, NJ 08865	908-859-2312
KATE LIMA-RAPPS	1215 ROUTE 22 WEST, PHILLIPSBURG, NJ 08865	908-859-5025
PAUL COTTRELL	54 RT 46 W, PINE BROOK, NJ 07058	973-575-9606
DAVID SINGELYN	1303 CENTENIAL AVE, PISCATAWAY, NJ 08854	732-562-0993
DAVID SINGELYN	1301 STELTON ROAD, PISCATAWAY, NJ 08854	732-985-9093
ANGELA COFIELD ADDERLEY	234 W FRONT ST, PLAINFIELD, NJ 07060	908-753-2773
ANGELA COFIELD ADDERLEY	1241 SOUTH AVE, PLAINFIELD, NJ 07062	908-769-0047
PETER S FONSECA	10 SCHALKS CROSSING ROAD, PLAINSBORO, NJ 08536	609-897-0190
ROBERT F TRAA	1045 BLACK HORSE PIKE, PLEASANTVILLE, NJ 08232	609-641-6900
HARRY H CHAPMAN III	OCEAN AVE & ROUTE 35, POINT PLEASANT, NJ 08742	732-899-2706
FRANK QUINN	101 NASSAU PARK BLVD (W*M #2171), PRINCETON, NJ 08540	609-987-8404
EDUARDO DE LA CRUZ	2024 RT 1 S & EAST SCOTT AVE, RAHWAY, NJ 07065	732-396-4461
HERBERT THOMAS	846 RT 17 N, RAMSEY, NJ 07446	201-327-0339
STEVEN C REEDY	130 RT 10 & SALEM ST, RANDOLPH, NJ 07801	973-361-8383
PAUL COTTRELL	109 SKYLINE DR, RINGWOOD, NJ 07456	973-962-9710
LINDA C DUNHAM	1118 MAIN ST, RIVER EDGE, NJ 07661	201-489-9216
THOMAS SMOLAR	855 MARKETPLACE BLVD, ROBBINSVILLE, NJ 08691	609-581-9600
MICHAEL G SCARCELLA	201 RT 46, ROCKAWAY, NJ 07866	973-625-4308
EDUARDO DE LA CRUZ	251 SAINT GEORGE AVE, ROSELLE, NJ 07203	908-245-1490
FRANK J MASON	100-108 WESTFIELD AVE, ROSELLE PARK, NJ 07204	908-245-5383
THOMAS CORIALE	RT 46 SADDLE BRK MALL, SADDLE BROOK, NJ 07663	201-845-8014
JAMES J BURLAGA	437 E BROADWAY, SALEM, NJ 08079	856-935-8400
STEVEN C REEDY	1967 ROUTE 22 & UNION AVENUE, SCOTCH PLAINS, NJ 07076	908-322-5270
JAMES J BURLAGA	2087 RT 9, SEAVILLE, NJ 08230	609-624-1600
ERIC J GUTIERREZ	400 PARK PLACE, SECAUCUS, NJ 07094	201-271-0020
GARY MEAGHER	582 BERLIN CROSS KEYS RD, SICKLERVILLE, NJ 08081	856-740-2240
DONNA M BELBEY	1786 HOOPER AVE, SILVERTON, NJ 08753	732-255-2205
KAREN TRAA	401 NEW RD, SOMERS POINTS, NJ 08244	609-926-5900
ANNIS L ALSTON-STALEY	950 RTE. 22 EAST, SOMERVILLE, NJ 08876	908-575-7940
MARGARET GILLIS	970 RT 9, SOUTH AMBOY, NJ 08879	732-721-8040
PAUL COTTRELL	249 RT 10 E, SUCCASUNNA, NJ 07876	973-252-7499
JOHN DURANTE	CENTER SQUARE RD & I 295, SWEDESBO, NJ 08085	856-241-9452
KENNETH A HULLINGS	588 SHREWSBURY AVE & APPLE ST, TINTON FALLS, NJ 07724	732-530-0868
DONNA M BELBEY	843 FISCHER BLVD, TOMS RIVER, NJ 08753	732-270-8400
HARRY H CHAPMAN III	371 RT 37 E, TOMS RIVER, NJ 08753	732-341-0099
HARRY H CHAPMAN III	42 RT 37 W, TOMS RIVER, NJ 08753	732-341-2665
HARRY H CHAPMAN III	916 RT 37 W, TOMS RIVER, NJ 08753	732-473-9540
HARRY H CHAPMAN III	2360 LAKEWOOD RD, TOMS RIVER, NJ 08755	732-942-9105
THOMAS SMOLAR	CLINTON AVENUE, TRENTON, NJ 08609	609-278-8902
THOMAS SMOLAR	103-113 CASS ST, TRENTON, NJ 08611	609-394-2200
THOMAS SMOLAR	1885 N OLDEN AVE, TRENTON, NJ 08638	609-883-2815
THOMAS SMOLAR	2603 S BROAD ST, TRENTON, NJ 08610	609-888-9824
GARY MEAGHER	5801 RT 42, TURNERSVILLE, NJ 08012	856-227-1740
GARY MEAGHER	3501 RT 42, TURNERSVILLE, NJ 08012	856-875-4466
ANNIS L ALSTON-STALEY	900 SPRINGFIELD RD (W*M #3292), UNION, NJ 07083	908-206-9577
ANNIS L ALSTON-STALEY	2404 US 22, UNION, NJ 07083	908-688-9066
HARRY L STALEY	VAUXHALL PLAZA, UNION, NJ 07083	908-687-6708
ANTHONY MARINELLO	825 RT 36, UNION BEACH, NJ 07735	732-264-3535
GEORGE L GUTIERREZ	3215 KENNEDY BLVD, UNION CITY, NJ 07087	201-866-6777
ANNA FORD-KEELS	833 N MAIN RD, VINELAND, NJ 08360	856-696-0749
PAUL IACOVONE	306 N DELSEA DR, VINELAND, NJ 08360	856-692-6710

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAUL IACOVONE	2707 S DELSEA DR, VINELAND, NJ 08360	856-692-9168
MICHAEL E CLARK	702-2 BERLIN RD, VOORHEES, NJ 08043	856-566-9670
JOSEPH SAVASTANO	1831 RT 35 S, WALL TOWNSHIP, NJ 07719	732-449-3104
PAUL COTTRELL	741 HAMBURG TPKE, WAYNE, NJ 07470	973-595-9893
CHRISTINE SERAPHIN	372 MONMOUTH RD, WEST LONG BRANCH, NJ 07764	732-870-9167
PAUL COTTRELL	43A MARSHALL HILL ROAD, WEST MILFORD, NJ 07480	973-728-1140
GEORGE L GUTIERREZ	5400 BERGENLINE AVE, WEST NEW YORK, NJ 07093	201-866-2288
GEORGE L GUTIERREZ	6003 BERGENLINE AVE, WEST NEW YORK, NJ 07093	201-868-5900
STEVEN C REEDY	573 NORTHFIELD AVE, WEST ORANGE, NJ 07052	973-731-8829
EDWARD BAIM	566 CUTHBERT BLVD, WESTMONT, NJ 08108	856-854-9701
DAVID SINGELYN	RT 22 E & JUNIPER DR, WHITE HOUSE STATION, NJ 08889	908-534-0828
JAMES J BURLAGA	RT 47 & PARK BLVD, WILDWOOD, NJ 08260	609-522-4470
GARY MEAGHER	10 S BLACKHORSE PIKE, WILLIAMSTOWN, NJ 08094	856-629-9450
WILLIE G ROBERSON, JR.	605 BEVERLY RANOCAS RD, WILLINGBORO, NJ 08046	609-871-7171
MARGARET GILLIS	330 RT 9 N, WOODBRIDGE, NJ 07095	732-442-8704
GARY MEAGHER	444 N BROAD ST, WOODBURY, NJ 08096	856-251-9224
JOHN DURANTE	201 S EVERGRN AVE, WOODBURY HEIGHTS, NJ 08097	856-848-8820
JOHN DURANTE	RT 40 & 45, WOODSTOWN, NJ 08098	856-769-2990
PATRICK POWERS	102 E MAIN ST, WRIGHTSTOWN, NJ 08562	609-723-0543
PAUL COTTRELL	327 FRANKLIN AVE, WYCKOFF, NJ 07481	201-891-9730
J MARTIN DELARIVA	I-40 EXIT 102, ACOMA, NM 87034	505-552-9013
MALCOLM M RAMSEY	222 S WHITE SANDS RD, ALAMOGORDO, NM 88310-6563	575-437-2414
MALCOLM M RAMSEY	233 S NEW YORK AVE (WAL*MART 1306), ALAMOGORDO, NM 88310-6531	575-437-4339
KEVIN M CALDWELL	8315 MONTGOMERY NE, ALBUQUERQUE, NM 87109-1603	505-292-3171
KEVIN M CALDWELL	11824 LOMAS BLVD NE, ALBUQUERQUE, NM 87112-5614	505-293-5512
KEVIN M CALDWELL	9515 CANDELARIA NE, ALBUQUERQUE, NM 87112-1304	505-298-5863
KEVIN M CALDWELL	12601 MONTGOMERY NE, ALBUQUERQUE, NM 87111-4233	505-299-5297
KEVIN M CALDWELL	2801 CARLISLE BLVD NE, ALBUQUERQUE, NM 87107	505-830-2453
KEVIN M CALDWELL	5900 MENAUL BLVD NE, ALBUQUERQUE, NM 87110-3240	505-884-3517
JAMES E CANTRALL	4300 OSUNA NE, ALBUQUERQUE, NM 87109	505-344-9100
JAMES E CANTRALL	6200 HOLLY AVENUE, ALBUQUERQUE, NM 87113	505-821-1521
JAMES E CANTRALL	6300 SAN MATEO NE, ALBUQUERQUE, NM 87107	505-821-3599
JAMES E CANTRALL	8001 HARPER DR NE, ALBUQUERQUE, NM 87109	505-823-9821
DAVID DELARIVA	2266 WYOMING BLVD. NE, ALBUQUERQUE, NM 87112	505-332-9021
J MARTIN DELARIVA	KIRTLAND AIR FORCE BASE, ALBUQUERQUE, NM 87117	505-255-5363
J MARTIN DELARIVA	8601 CENTRAL NE, ALBUQUERQUE, NM 87197	505-255-9338
J MARTIN DELARIVA	5001 GIBSON SE, ALBUQUERQUE, NM 87108-4623	505-256-0450
J MARTIN DELARIVA	925 SAN PEDRO DR NE, ALBUQUERQUE, NM 87108-1849	505-265-4275
J MARTIN DELARIVA	301 SAN MATEO S E (WALMART #0831), ALBUQUERQUE, NM 87108	505-268-6140
J MARTIN DELARIVA	400 EUBANK BLVD. NE, ALBUQUERQUE, NM 87123	505-332-3300
J MARTIN DELARIVA	2701CARLISLE BLVD NE (W*M #850), ALBUQUERQUE, NM 87107	505-881-0750
KENRIC GARCIA	5324 4TH ST NW, ALBUQUERQUE, NM 87107-5206	505-237-1700
KENRIC GARCIA	300 LOMAS BLVD NE, ALBUQUERQUE, NM 87102	505-246-0300
KENRIC GARCIA	1420 MONTANO RD NE, ALBUQUERQUE, NM 87107	505-345-1814
KENRIC GARCIA	COORS AND ARENAL, ALBUQUERQUE, NM 87121	505-877-3771
KENRIC GARCIA	8500 COORS BLVD., SW, ALBUQUERQUE, NM 87105	505-877-4281
KENRIC GARCIA	6221 RIVERSIDE PLACE, ALBUQUERQUE, NM 87120	505-899-4135
LARRY I GARCIA	13301 E CENTRAL NE, ALBUQUERQUE, NM 87123-3035	505-292-9120
LARRY I GARCIA	1523 4TH ST. SOUTH, ALBUQUERQUE, NM 87102	505-842-0276
LARRY I GARCIA	3445 ISLETA SW, ALBUQUERQUE, NM 87159	505-877-7830
PEARLENE GARCIA	2305 CENTRAL AVE NW, ALBUQUERQUE, NM 87104	505-242-3300
PEARLENE GARCIA	2200 CENTRAL AVE SE, ALBUQUERQUE, NM 87106	505-265-2750
PEARLENE GARCIA	150 NORTH 98TH STREET, ALBUQUERQUE, NM 87121	505-831-1571
PEARLENE GARCIA	1501 COORS BLVD NW, ALBUQUERQUE, NM 87121	505-831-4740
PEARLENE GARCIA	5301 QUAIL NW, ALBUQUERQUE, NM 87120	505-839-4024
JULIAN S GARZA	8501 GOLF COURSE RD, ALBUQUERQUE, NM 87114	505-792-2200
JULIAN S GARZA	1600 ALAMEDA BLVD NW, ALBUQUERQUE, NM 87106	505-897-0310
PATRICIA ARAGON	201 SOUTH MAIN STREET, ARTESIA, NM 88210	575-748-9030
JOHN F BRONSON	104 W AZTEC BLVD, AZTEC, NM 87410	505-334-6824
LARRY I GARCIA	503 N MAIN, BELEN, NM 87002-3719	505-864-3121
JULIAN S GARZA	248 E HWY 44, BERNALILLO, NM 87004	505-867-9060
LARRY I GARCIA	845 N BOSQUE FARM BLVD, BOSQUE FARM, NM 87068	505-869-2685
STEVE A ARAGON	327 S. CANAL, CARLSBAD, NM 88220	575-885-2856
STEVE A ARAGON	2311 W PIERCE, CARLSBAD, NM 88220	575-885-5789
JOHN SNOWBERGER	201 W 14TH ST, CLOVIS, NM 88101	575-762-0291
JOHN SNOWBERGER	2904 E MABRY DR, CLOVIS, NM 88101-8373	575-769-1880
ROBYN M SNOWBERGER	3801 N. PRINCE ST, CLOVIS, NM 88101	575-935-9356
JULIAN S GARZA	6401 HWY. 550, CUBA, NM 87013	575-289-2345
W DAVID KONOPNICKI	721 W PINE, DEMING, NM 88030	575-546-7736
PEARLENE GARCIA	66 STATE ROAD 344 (W*M 4201), EDGEWOOD, NM 87015	505-281-2813
PEARLENE GARCIA	#2A SR 344, EDGEWOOD, NM 87015	505-286-9400
JULIAN S GARZA	618 N RIVERSIDE, ESPANOLA, NM 87532-2513	505-753-5162
JOHN F BRONSON	4750 E MAIN, FARMINGTON, NM 87401	505-324-0537
JOHN F BRONSON	4600 E MAIN ST (W*M #826), FARMINGTON, NM 87402	505-325-6890
JOHN F BRONSON	2215 E MAIN ST, FARMINGTON, NM 87401-7717	505-327-4925
J MARTIN DELARIVA	2300 E 66TH ST, GALLUP, NM 87301	505-722-6133
J MARTIN DELARIVA	2614 W HWY 66, GALLUP, NM 87301-6810	505-863-4369

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MAYRA A DELARIVA	700 N HWY 666, GALLUP, NM 87305	505-722-0002
MAYRA A DELARIVA	1650 W MALONEY AVE (W*M 906), GALLUP, NM 87301	505-863-1955
J MARTIN DELARIVA	1700 W SANTA FE, GRANTS, NM 87020-3544	505-287-3584
KENNETH D FADKE	1709 N TURNER, HOBBS, NM 88240-3801	575-393-2918
KENNETH D FADKE	3726 N LOVINGTON HWY, HOBBS, NM 88240	575-492-0963
MALCOLM M RAMSEY	223 W. 4TH STREET, HOLLOMAN AFB, NM 88330	575-479-6237
MICHAEL C LAVIN	4810 MESA GRANDE DRIVE, LAS CRUCES, NM 88012	575-373-2004
MICHAEL C LAVIN	1150 HICKORY, LAS CRUCES, NM 88001	575-523-7972
MICHAEL C LAVIN	2495 N MAIN, LAS CRUCES, NM 88005	575-525-8108
MICHAEL C LAVIN	1550 SOUTH VALLEY (W*M #5155), LAS CRUCES, NM 88005	575-526-2884
MICHAEL C LAVIN	2330 E LOHMAN AVE, LAS CRUCES, NM 88005	575-526-4941
MICHAEL C LAVIN	1620 EL PASEO ROAD, LAS CRUCES, NM 88001	575-526-6304
MICHAEL C LAVIN	1751 E UNIVERSITY AVE, LAS CRUCES, NM 88005	575-532-1244
ANDRES L ZAMORA	1501 7TH ST, LAS VEGAS, NM 87701-4900	505-454-1103
W DAVID KONOPNICKI	1105 S MAIN, LORDSBURG, NM 88045	575-542-8819
ANDRES L ZAMORA	1247 TRINITY DR, LOS ALAMOS, NM 87544-3216	505-662-5100
LARRY I GARCIA	2250 MAIN STREET NW (WM 3596), LOS LUNAS, NM 87031	505-565-2107
LARRY I GARCIA	652 MAIN ST NE, LOS LUNAS, NM 87031-9223	505-865-7370
KENNETH D FADKE	410 S MAIN, LOVINGTON, NM 88260	575-396-7272
PEARLENE GARCIA	1016 CENTRAL AVE, MORIARTY, NM 87035	505-832-4153
JOHN SNOWBERGER	1020 W 1ST AVE, PORTALES, NM 88130-6609	575-359-0204
GISELA T PHELAN	542 CLAYTON RD, RATON, NM 87740	575-445-5569
JULIAN S GARZA	3626 NEW MEXICO 528 NE, RIO RANCHO, NM 87004	505-867-4308
JULIAN S GARZA	901 UNSER BLD SE (W*M 3732), RIO RANCHO, NM 87124	505-892-3714
JULIAN S GARZA	1390 RIO RANCHO BLVD, RIO RANCHO, NM 87124-1006	505-892-3800
JULIAN S GARZA	23RD & SOUTHERN, RIO RANCHO, NM 87124	505-892-6222
JOHN SNOWBERGER	4500 A NO. MAIN (W*M #611), ROSWELL, NM 88201	575-622-2322
JOHN SNOWBERGER	720 N MAIN, ROSWELL, NM 88201-4816	575-622-4752
NICHOLAS SNOWBERGER	1804 S MAIN, ROSWELL, NM 88201	575-625-8799
JAMES E CANTRALL	140 SUDDERTH AVE, RUIDOSO, NM 88345-6025	575-257-7547
ANDRES L ZAMORA	3299 CERRILLOS RD, SANTA FE, NM 87501-2924	505-471-0411
ANDRES L ZAMORA	4001 CALLE LUCIA, SANTA FE, NM 87507	505-474-6557
ANDRES L ZAMORA	1007 SO ST FRANCIS DRIVE, SANTA FE, NM 87505	505-984-1490
ANDRES L ZAMORA	1621 PACHECO ST, SANTA FE, NM 87501-3964	505-988-9500
VICKIE V ZAMORA	5020 PROMENADE BLVD., SANTA FE, NM 87507	505-471-3735
KENRIC GARCIA	1504 WILL ROGERS DR, SANTA ROSA, NM 88435	575-472-3336
ABELARDO MARTINEZ JR.	US HWY 491, SHIPROCK, NM 87420	505-368-3844
W DAVID KONOPNICKI	1105 HWY 180 E, SILVER CITY, NM 88061	575-388-1128
ABELARDO MARTINEZ JR.	1102 N CALIFORNIA ST, SOCORRO, NM 87801-4266	575-835-3684
ANGEL E PALA	200 S SANTA FE RD, TAOS, NM 87571	575-758-9762
ABELARDO MARTINEZ JR.	2109 N DATE ST, TRUTH OR CONSEQUENCES, NM 87901	575-894-6259
JOHN SNOWBERGER	2608 S 1ST ST, TUCUMCARI, NM 88401-4203	575-461-4900
ENRICO J FRANCANI	12976 MAIN ST, AKRON, NY 14001	716-542-6200
DOUGLASS R ARNOTT	1602 WESTERN AVENUE, ALBANY, NY 12203	518-456-1376
DEAN W COLLEY	391 CENTRAL AVE, ALBANY, NY 12206	518-462-9998
JAMES FOX	106-136 SOUTH PEARL STREET, ALBANY, NY 12207	518-434-8380
JAMES FOX	31 HOLLAND AVE, ALBANY, NY 12209	518-449-5661
JAMES FOX	1006 CENTRAL AVE, ALBANY, NY 12205	518-482-5350
GEORGE R MICHELL	106 WOLF RD, ALBANY, NY 12205	518-458-7053
GEORGE R MICHELL	1814 CENTRAL AVE, ALBANY, NY 12206	518-464-1233
JOHN REEHER	ALBANY INTERNATIONAL AIRPORT, ALBANY, NY 12211	518-242-4310
JOHN REEHER	EMPIRE STATE PLZA/CONC LEVEL, ALBANY, NY 12220	518-432-0340
ENRICO J FRANCANI	112 WEST AVE, ALBION, NY 14411	585-589-6682
ENRICO J FRANCANI	12755 BROADWAY, ALDEN, NY 14004	716-937-4900
ENRICO J FRANCANI	3540 MAIN ST, AMHERST, NY 14226	716-832-6221
HARRY SCHATMEYER, III	3120 NIAGARA FALLS BLVD, AMHERST, NY 14228	716-213-0014
HARRY SCHATMEYER, III	3400 SHERIDAN DRIVE, AMHERST, NY 14226-1544	716-434-1467
HARRY SCHATMEYER, III	1385 NIAGARA FALLS BLVD, AMHERST, NY 14226	716-833-2159
JONAH KAUFMAN	900 BROADWAY RT 110, AMITYVILLE, NY 11701	631-789-4033
JOSEF GIALIL	158 MARKET ST, AMSTERDAM, NY 12010	518-843-1023
PATRICK M TREFFILETTI	NEW YORK STATE THRUWAY RD #2, AMSTERDAM, NY 12010	518-887-2550
ENRICO J FRANCANI	I-90 / MILE MARKER 447, ANGOLA, NY 14006	716-549-3605
ELIZABETH G DIBBLE	7774 NYS RT 434, APALACHIN, NY 13732	607-625-3009
THOMAS G MEYERS	700 W MAIN ST, ARCADE, NY 14009	585-492-2475
MICHAEL GIUNTA	31-67 STEINWAY ST, ASTORIA, NY 11103	718-267-1343
PETER C MILLER	22 50 31ST ST, ASTORIA, NY 11105	718-932-8690
JUSTIN MACCARTHY	250 E MAIN ST, AVON, NY 14414	585-226-6770
PAUL M ROSS	2234 DOWNER STREET RD, BALDWINVILLE, NY 13027	315-638-1587
ROGER E GROUT	201 CHURCH AVE RTE 50, BALLSTON SPA, NY 12020	518-885-9996
HARRY SCHATMEYER, III	4138 W MAIN ST, BATAVIA, NY 14020	585-343-7744
THOMAS MANIKAS	NY STATE ROUTE 415, BATH, NY 14810	607-776-3992
JOSHUA KAUFMAN	1484 5TH AVE, BAY SHORE, NY 11706	631-647-8472
PETER C MILLER	221-28 HORACE HARDING, BAYSIDE, NY 11364	718-631-0700
MARIA J SULLIVAN	41-27 BELL BLVD, BAYSIDE, NY 11361	718-225-6356
MARIA J SULLIVAN	203-11 NORTHERN BLVD, BAYSIDE, NY 11361	718-423-1577
BRYAN O COLLEY	605 BEDFORD RD, BEDFORD HILLS, NY 10507	914-244-8596
JAMES CORIALE	COUNTY ROAD 64, BIG FLATS, NY 14845	607-739-1282

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DOUGLAS K LATTNER	488 490TH COURT ST, BINGHAMTON, NY 13904	607-722-7133
DOUGLAS K LATTNER	704 FRONT STREET, BINGHAMTON, NY 13905	607-722-7412
DOUGLAS K LATTNER	3 WEST STATE STREET, BINGHAMTON, NY 13901	607-723-0222
MARK L RENQUIN	167 MAIN ST, BINGHAMTON, NY 13905	607-722-7100
PERLA L GONZALEZ	3450 MCKINLEY PKWY, BLASDELL, NY 14219-2129	716-828-0899
PETER K HUNT	3850 VETERANS MEMORIAL HWY, BOHEMIA, NY 11716	631-738-1825
PETER K HUNT	762 SUFFOLK AVE, BRENTWOOD, NY 11717	631-273-1077
PAUL M ROSS	9563 BREWERTON RD, BREWERTON, NY 13029	315-668-8444
PAUL D TREFZ	RT 22 & TOWN CENTER RD, BREWSTER, NY 10509	845-278-7324
LOUIS BUONO	6500 BROCKPORT SPENCER PORT RD, BROCKPORT, NY 14420	585-637-2350
BRUCE D COLLEY	2630 JEROME AVE, BRONX, NY 10468	718-220-1982
BRUCE D COLLEY	1745 UNIVERSITY AVE, BRONX, NY 10453	718-294-1309
BRUCE D COLLEY	2010 BARTOW AVE, BRONX, NY 10470	718-320-2749
BRUCE D COLLEY	2870 3RD AVE, BRONX, NY 10451	718-665-5373
BRUCE D COLLEY	3550 CONNER ST, BRONX, NY 10475	718-994-2083
SAM DELUCA ESTATE	3660 E TREMONT AVE, BRONX, NY 10465	718-828-1430
CECIL P JOSEPH	279 E. 149TH ST, BRONX, NY 10451	718-292-8812
CECIL P JOSEPH	1600 BOSTON RD, BRONX, NY 10460	718-542-7915
MARY LONG	3279 3RD AVENUE @ 164TH ST E, BRONX, NY 10456	718-401-3419
DAVID W MOYETT	2065 JEROME AVE, BRONX, NY 10453	718-733-2819
DAVID W MOYETT	1101 E TREMONT AVE, BRONX, NY 10460	718-824-4123
DAVID W MOYETT	1 W MOUNT EDEN AVE, BRONX, NY 10452	718-901-4930
CATHERINE P PERNA	3509 WEBSTER AVENUE & GUNHILL, BRONX, NY 10462	718-231-5597
CATHERINE P PERNA	300 E 204TH ST, BRONX, NY 10467	718-653-1387
CATHERINE P PERNA	1212 E. GUN HILL RD & TENBROECK AVE, BRONX, NY 10467	718-798-6196
CATHERINE P PERNA	1865 BRUCKNER BLVD, BRONX, NY 10473	718-863-7289
CATHERINE P PERNA	1317 CASTLEHILL AVE, BRONX, NY 10462	718-863-9523
CATHERINE P PERNA	2516 WHITE PLAINS RD, BRONX, NY 10467	718-882-7541
CATHERINE P PERNA	2170 WHITE PLAINS RD, BRONX, NY 10461	718-931-5822
JUAN A RODRIGUEZ	1625 WEBSTER AVE & CLAY, BRONX, NY 10457	718-299-0848
JUAN A RODRIGUEZ	2505 SOUTHERN BLVD, BRONX, NY 10458	718-364-2493
JUAN A RODRIGUEZ	597-99 GRAND CONCOURSE, BRONX, NY 10451	718-402-8608
JUAN A RODRIGUEZ	1515 WILLIAMSBRIDGE RD, BRONX, NY 10461	718-409-1670
JUAN A RODRIGUEZ	101 E 170TH ST, BRONX, NY 10456	718-410-9150
JUAN A RODRIGUEZ	513 E 138TH ST-SATELLITE, BRONX, NY 10454	718-585-4202
JUAN A RODRIGUEZ	85 BRUCKNER BLVD, BRONX, NY 10454	718-585-8368
JUAN A RODRIGUEZ	51-67 161ST ST, BRONX, NY 10451	718-590-1990
JUAN A RODRIGUEZ	875 GARRISON AVE & TIFFANY, BRONX, NY 10474	718-617-0329
JUAN A RODRIGUEZ	1600 BRUCKNER BLVD, BRONX, NY 10473	718-617-0869
JUAN A RODRIGUEZ	599 E TREMONT AVE, BRONX, NY 10457	718-731-4755
JUAN A RODRIGUEZ	982 SOUTHERN BLVD, BRONX, NY 10459	718-893-9455
JUAN A RODRIGUEZ	36 W FORDHAM RD, BRONX, NY 10468	718-933-2183
JUAN A RODRIGUEZ	372 E FORDHAM RD, BRONX, NY 10458	718-933-4279
JUAN A RODRIGUEZ	1982 WESTCHESTER AVENUE & PUGSLEY, BRONX, NY 10462	718-947-1191
JUAN A RODRIGUEZ	86 E 167TH ST-SATELLITE, BRONX, NY 10452	718-992-8642
PETER SAMAHA	724 E 241ST ST, BRONX, NY 10470	718-231-2085
PETER SAMAHA	4174 WHITE PLAINS RD, BRONX, NY 10466	718-547-1823
PETER SAMAHA	3440-42 JEROME AVE, BRONX, NY 10467	718-652-7257
PETER SAMAHA	1540 WESTCHESTER AVE, BRONX, NY 10472	718-842-2981
ERNEST C TREFZ	5765 BROADWAY & 236TH STREET, BRONX, NY 10463	212-923-2222
ALBERT CUADRA	741 GRAND ST, BROOKLYN, NY 11211	718-302-2450
ALBERT CUADRA	267 BROADWAY, BROOKLYN, NY 11211	718-302-3177
ALBERT CUADRA	700 BROADWAY, BROOKLYN, NY 11206	718-599-2870
JUAN DE LA CRUZ	180 PARKSIDE AVE, BROOKLYN, NY 11226	718-282-2289
JUAN DE LA CRUZ	1930 NOSTRAND AVE @ FOSTER, BROOKLYN, NY 11210	718-434-6413
JUAN DE LA CRUZ	1380 BROADWAY, BROOKLYN, NY 11221	718-573-8797
JUAN DE LA CRUZ	428 KNICKERBOCKER AVE, BROOKLYN, NY 11237	718-919-7660
PAUL GOODMAN	652 MEEKER AVE @ KINGSLAND, BROOKLYN, NY 11222	718-486-6195
ROY GOODMAN	943 FLATBUSH AVE & SNYDER, BROOKLYN, NY 11226	718-693-5353
ROY GOODMAN	2848 CHURCH AVE, BROOKLYN, NY 11226	718-940-8974
GEORGE L GUTIERREZ	968 4TH AVE & 37TH, BROOKLYN, NY 11232	718-788-9226
DAVE HATTON, III	ATLANTIC TERMINAL, BROOKLYN, NY 11217	718-230-0176
DAVE HATTON, III	15 JAMAICA AVE, BROOKLYN, NY 11207	718-342-7253
DAVE HATTON, III	2800 ATLANTIC AVE, BROOKLYN, NY 11207-2628	718-647-7818
PAUL HENDEL	430 86TH ST, BROOKLYN, NY 11209	718-238-7999
PAUL HENDEL	5407 KINGS PLZ, BROOKLYN, NY 11234	718-252-5460
PAUL HENDEL	275-81 FOURTH AVE, BROOKLYN, NY 11215	718-369-9591
PAUL HENDEL	2413 86TH STREET & 24TH, BROOKLYN, NY 11214	718-372-9098
PAUL HENDEL	2240 FLATBUSH AVE. @ FILMORE, BROOKLYN, NY 11226	718-377-1151
PAUL HENDEL	1607 KINGS HWY, BROOKLYN, NY 11229	718-382-5300
PAUL HENDEL	7602 FLATLANDS AVE, BROOKLYN, NY 11236	718-444-8654
PAUL HENDEL	1983 86TH ST @ 20TH AVE (SAT), BROOKLYN, NY 11214	718-449-7432
PAUL HENDEL	7124 3RD AVE @ 72ND ST, BROOKLYN, NY 11209	718-491-0223
PAUL HENDEL	357 HAMILTON AVE, BROOKLYN, NY 11231	718-624-6688
PAUL HENDEL	289 9TH ST, BROOKLYN, NY 11215	718-832-8600
PETER G LAROSE	904 MANHATTAN AVE & GREENPOINT, BROOKLYN, NY 11222	718-389-0851
PETER G LAROSE	395 FLATBUSH AVE EXTEN, BROOKLYN, NY 11201	718-522-4988

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD G LAROSE	2410 CONEY ISLAND AVE, BROOKLYN, NY 11223	718-376-9732
RICHARD G LAROSE	82 COURT ST, BROOKLYN, NY 11201	718-852-2626
RICHARD G LAROSE	420 FULTON ST, BROOKLYN, NY 11201	718-858-7335
GERALD LAURINO	819 PENNSYLVANIA AVE, BROOKLYN, NY 11207	718-272-3362
GERALD LAURINO	57 EMPIRE BLVD, BROOKLYN, NY 11226	718-282-8100
GERALD LAURINO	1133 EASTERN PARKWAY, BROOKLYN, NY 11213	718-493-0684
GERALD LAURINO	701 UTICA AVE, BROOKLYN, NY 11203	718-778-0023
GERALD LAURINO	2797 LINDEN BLVD, BROOKLYN, NY 11208	718-827-4227
GERALD LAURINO	5707-13 CHURCH AVE, BROOKLYN, NY 11203	718-922-6085
GERALD LAURINO	1883 ATLANTIC AVENUE, BROOKLYN, NY 11207	718-953-5864
NINOSCA PAULINO	1656 UTICA AVE, BROOKLYN, NY 11234	718-338-0865
NINOSCA PAULINO	5121 5TH AVE, BROOKLYN, NY 11220	718-435-4572
NINOSCA PAULINO	3525 FORT HAMILTON PKY, BROOKLYN, NY 11218	718-438-5442
NINOSCA PAULINO	1275 FULTON STEET, BROOKLYN, NY 11216	718-636-1331
NINOSCA PAULINO	1531 FULTON ST & TROOP AVENUE, BROOKLYN, NY 11216	718-778-8016
NINOSCA PAULINO	840 ATLANTIC AVE, BROOKLYN, NY 11238	718-783-5766
NINOSCA PAULINO	880 CONEY ISLAND, BROOKLYN, NY 11218	718-871-4242
BRIAN SPILLANE	606 NEPTUNE AVE @ WEST 6TH ST, BROOKLYN, NY 11224	718-946-8319
MARIANNE SPILLANE	6620 BAY PKY, BROOKLYN, NY 11204	718-234-5968
MARIANNE SPILLANE	2154 NOSTRAND AVE @ HILLEL, BROOKLYN, NY 11210	718-434-4568
MARIANNE SPILLANE	35-40 NOSTRAND AVE & AVE V, BROOKLYN, NY 11229	718-769-2433
MARIANNE SPILLANE	6419 18TH AVE, BROOKLYN, NY 11204	718-837-6322
MICHAEL A SULLIVAN	1403 MERMAID AVENUE, BROOKLYN, NY 11224	718-372-2859
ENRICO J FRANCANI	390 NIAGARA ST, BUFFALO, NY 14201	716-847-0070
ENRICO J FRANCANI	453 WILLIAMS ST, BUFFALO, NY 14204	716-847-2619
ENRICO J FRANCANI	241 W FERRY ST, BUFFALO, NY 14213	716-884-2100
ENRICO J FRANCANI	1830 GENESSEE ST, BUFFALO, NY 14211	716-892-7551
ENRICO J FRANCANI	262 GRIDER ST, BUFFALO, NY 14215	716-893-5521
PERLA L GONZALEZ	2058 ELMWOOD AVE, BUFFALO, NY 14216	716-332-0206
PERLA L GONZALEZ	2156 NIAGARA ST, BUFFALO, NY 14207	716-332-0705
PERLA L GONZALEZ	1028 MC KINLEY PKY, BUFFALO, NY 14220	716-821-1211
PERLA L GONZALEZ	1970 KENSINGTON AVE, BUFFALO, NY 14215	716-839-2957
PERLA L GONZALEZ	1338 MAIN ST, BUFFALO, NY 14209	716-884-1032
PATRICE F MAGLIOCCA	NY 32 & NY 23, CAIRO, NY 12413	518-622-8720
HAROLD T CLARK, III	76 OSWEGO ST, CAMDEN, NY 13316	315-245-4247
JAMES CORIALE	WEST GENESSE & KAISSON (W*M #2581), CAMILLUS, NY 13031	315-487-0845
ELMER POTTER	PARKWAY PLAZA/BOOTH STREET, CANANDAIGUA, NY 14424	585-396-1350
HAROLD T CLARK JR.	RT 13 PETERBORO ST, CANASTOTA, NY 13032	315-697-2342
DONALD PRITCHETT	95 WESTBURY AVE, CARLE PLACE, NY 11514	516-742-0526
PAUL D TREFZ	US ROUTE 6, CARMEL, NY 10512	845-225-4334
PATRICE F MAGLIOCCA	RT 9 W & MAPLE AVE, CATSKILL, NY 12414	518-943-0102
HAROLD T CLARK JR.	2300 TOWN & COUNTRY PLAZA, CAZENOVIA, NY 13035	315-655-3581
WILLIAM A MOHRMANN	626 MONTAUK HWY, CENTER MORICHES, NY 11934	631-878-2099
DAVID SANDBO	161 CENTEREACH MALL (W*M #2286), CENTEREACH, NY 11720	631-467-1075
DAVID SANDBO	1724 MIDDLE COUNTRY RD, CENTEREACH, NY 11720	631-732-5254
KATIE HUNT-ROTOLO	13 W SUFFOLK AVE, CENTRAL ISLIP, NY 11722	631-234-1110
PAUL M ROSS	3001 EAST AVE, CENTRAL SQUARE, NY 13036	315-668-3282
BRYAN O COLLEY	WOODBURY COMMONS #501 FOODCOURT, CENTRAL VALLEY, NY 10917	845-928-2040
WILLIAM R MARCELLUS	ROUTE 11, CHAMPLAIN, NY 12919	518-298-3011
ENRICO J FRANCANI	1165 FRENCH RD, CHEEKTOWAGA, NY 14227	716-668-2554
PERLA L GONZALEZ	2256 CLINTON ST, CHEEKTOWAGA, NY 14206	716-332-2198
PERLA L GONZALEZ	2567 UNION RD, CHEEKTOWAGA, NY 14227	716-656-7846
SANDRA J HAEFNER	4217 GENESEE ST, CHEEKTOWAGA, NY 14225	716-632-5279
COLLETTE RICHARDSON	3815 UNION RD, CHEEKTOWAGA, NY 14225	716-683-3376
DONALD J RICHARDSON	1735 WALDEN AVE, CHEEKTOWAGA, NY 14225	716-895-5265
LAWRENCE V BENNETT	RT 17M & 17, CHESTER, NY 10918	845-469-2335
PAUL M ROSS	5879 RT 31, CICERO, NY 13039	315-698-1134
ROGER E GROUT	1487 RT 9, CLIFTON PARK, NY 12065	518-373-9792
ROGER E GROUT	1517CRESCENT VICHER FERRY RD, CLIFTON PARK, NY 12065	518-383-2543
ANDREW JAMES	829 NY RT 146, CLIFTON PARK, NY 12065	518-371-2913
HAROLD T CLARK JR.	37 MEADOW ST, CLINTON, NY 13323	315-853-6001
JOSEF GIALIL	139 MERCHANT PLACE, COBLESKILL, NY 12043	518-234-1030
JOSEF GIALIL	702 E MAIN, COBLESKILL, NY 12043	518-234-2467
JONAH KAUFMAN	2 VANDERBILT PKWY, COMMACK, NY 11725	631-499-2117
JOSEF GIALIL	60 COMMONS DR, COOPERSTOWN, NY 13326	607-547-1110
PETER K HUNT	313 MIDDLE COUNTRY RD, CORAM, NY 11727	631-732-7718
W.DAVID FOSTER,II	80 DENISON PKY, CORNING, NY 14830	607-962-1105
JOHN BERT	95-05 57TH AVE, CORONA, NY 11368	718-760-9669
ALBERT CUADRA	40-12 NATIONAL ST, CORONA, NY 11368	718-424-5106
ALBERT CUADRA	37-19 JUNCTION BLVD, CORONA, NY 11368	718-458-6259
DENNIS R SEXTON	158 CLINTON AVE, CORTLAND, NY 13045	607-753-3402
PAUL D TREFZ	3481 U.S. HIGHWAY 202 & ROAD 1, CORTLANDT MANOR, NY 10567	914-737-2400
JOY CARLOS WONG	3001 E. MAIN ST., CORTLANDT MANOR, NY 10547	914-528-0180
THOMAS G MEYERS	97 GENESEE ST, CUBA, NY 14727	585-968-3935
LOUIS BUONO, JR.	53 MAPLE ST, DANSVILLE, NY 14437	585-335-8880
HAROLD T CLARK JR.	3207 ERIE BLVD E, DE WITT, NY 13214	315-446-1551
BRYAN O COLLEY	AMES PLAZA / RT 10, DELHI, NY 13753	607-746-7489

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GEORGE R MICHELL	132 DELAWARE AVE, DELMAR, NY 12054	518-439-3422
SANDRA J HAEFNER	6360 TRANSIT ST, DEPEW, NY 14043	716-685-1179
SANDRA J HAEFNER	5150 BROADWAY AVENUE, DEPEW, NY 14086	716-685-5305
ENRICO J FRANCAI	6890 ERIE RD, DERBY, NY 14047	716-947-5099
JOY CARLOS WONG	3078 ROUTE 22, DOVER PLAINS, NY 12522	845-877-3514
MARK L RENQUIN	59 NORTH ST, DRYDEN, NY 13053	607-844-3960
NANCY ENDRES	17 ERNST PL, EAST AURORA, NY 14052	716-652-9759
JONAH KAUFMAN	2361 HEMPSTEAD TURNPIKE, EAST MEADOW, NY 11554	516-731-9750
JOSHUA KAUFMAN	1999 JERICHO TRNPIKE, EAST NORTHPORT, NY 11731	631-499-9762
JONAH KAUFMAN	769 MONTAUK HWY, EAST PATCHOGUE, NY 11772	631-289-3020
LAWRENCE V BENNETT	47-49 N MAIN STREET, ELLENVILLE, NY 12428	845-647-7779
JOHN BERT	91-19 QUEEN BLVD, ELMHURST, NY 11373	718-478-0323
JOHN BERT	80-03 QUEENS BLVD, ELMHURST, NY 11373	718-478-1204
KENNETH PARKER	410-15 N MAIN ST, ELMIRA, NY 14901	607-733-2303
KENNETH PARKER	1600 CEDAR ST, ELMIRA, NY 14904	607-734-1875
ELIZABETH G DIBBLE	603-605 E MAIN ST, ENDICOTT, NY 13760	607-748-3625
ELIZABETH G DIBBLE	3333 E MAIN ST, ENDWELL, NY 13760	607-741-7529
GERALD LAURINO	2141 MOTT AVE, FAR ROCKAWAY, NY 11691	718-868-2289
JONAH KAUFMAN	655 FULTON ST /RT 109, FARMINGDALE, NY 11735	516-752-8070
TIMOTHY G POTTER	6090 RT 96, FARMINGTON, NY 14425	585-924-2840
JONAH KAUFMAN	2301 N OCEAN AVE, FARMINGVILLE, NY 11738	631-698-4030
JANIS KEMMERER	EAST GENESEE ST, FAYETTEVILLE, NY 13066	315-637-9050
PAUL D TREFZ	2400 RT 9 (W*M #1810), FISHKILL, NY 12524	845-896-1672
PAUL D TREFZ	US ROUTE 9 DUCHESS MALL, FISHKILL, NY 12524	845-896-7778
JOHN BERT	144-01 NORTHERN BLVD, FLUSHING, NY 11354	718-358-2416
JOHN BERT	155-14 ROOSEVELT AVE, FLUSHING, NY 11354	718-463-6249
JOHN BERT	3001 STRATTON ST, FLUSHING, NY 11354	718-539-4570
EDWARD L FLYNN	72-69 KISSENA BLVD, FLUSHING, NY 11367	718-263-4295
LUIGI SOLIMEO	136-61 ROOSEVELT AVENUE, FLUSHING, NY 11355	718-353-1471
LUIGI SOLIMEO	40-18 MAIN STREET, FLUSHING, NY 11354	718-939-1881
EDWARD L FLYNN	106-15 71ST AVE, FOREST HILLS, NY 11375	718-793-8181
LUIGI SOLIMEO	98-01 METROPOLITAN AVE, FOREST HILLS, NY 11375	718-263-7281
RICHARD KRAHLING	255 CARDER LANE RD, FRANKFORT, NY 13340	315-894-4211
THOMAS G MEYERS	10365 BENNETT RD, FREDONIA, NY 14063	716-672-2636
CLARK W BRINK	364 BROADWAY, FT. EDWARD, NY 12828	518-747-9321
PAUL M ROSS	701 S 4TH STREET, FULTON, NY 13069	315-593-2096
JOSEF GIALIL	37 RIVERSIDE DR, FULTONVILLE, NY 12072	518-853-3826
DONALD PRITCHETT	637 STEWART AVE, GARDEN CITY, NY 11530	516-745-6303
JOHN M BUONO	1965 CHILI AVE, GATES, NY 14624	585-464-0730
JOE FERRINO	4162 LAKEVILLE RD, GENESEO, NY 14454	585-243-0509
ELMER POTTER	307 HAMILTON STREET, GENEVA, NY 14456	315-781-0077
PETER CASTIGLIONE	193 GLEN ST, GLEN COVE, NY 11542	516-671-7455
MARIA J SULLIVAN	256-03 UNION TURNPIKE, GLEN OAKS, NY 11004	718-343-5367
GERALD LAURINO	70-02 COOPER AVE, GLENDALE, NY 11385	718-497-0722
DEAN W COLLEY	376 FEURA BUSH RD, GLENMONT, NY 12077	518-449-1012
PATRICK M TREFFILETTI	RT 50 (WALMART #2874), GLENVILLE, NY 12302	518-344-7074
PATRICK M TREFFILETTI	241-243 SARATOGA ROAD, GLENVILLE, NY 12302	518-399-1956
JOSEF GIALIL	220 5TH AVENUE EXTENSION, GLOVERSVILLE, NY 12078	518-725-6949
MICHAEL F BEATTY	325 BUFFALO ST, GOWANDA, NY 14070	716-532-2179
ENRICO J FRANCAI	2231 GRAND ISLAND BLVD, GRAND ISLAND, NY 14072	716-775-8024
CHARLES T COUGHLIN	8644 STHY 22, GRANVILLE, NY 12832	518-642-3449
WARREN D WEICHBRODT	3700 DEWEY AVENUE, GREECE, NY 14616	585-865-4851
CLARK W BRINK	1249 (RT 29), GREENWICH, NY 12834	518-692-9790
ENRICO J FRANCAI	5087 CAMP RD, HAMBURG, NY 14075	716-646-5678
ENRICO J FRANCAI	6035 S PARK AVE, HAMBURG, NY 14075	716-648-4949
MICHAEL J MCLAUGHLIN	RTE 12 B, PO BOX 188, HAMILTON, NY 13346	315-824-4001
PETER K HUNT	196 W MONTAUK HWY., HAMPTON BAYS, NY 11946	631-723-1072
BRYAN O COLLEY	86 W MAIN ST, HANCOCK, NY 13783	607-637-2333
BRYAN O COLLEY	407 N CENTRAL PARK AVE, HARTSDALE, NY 10530	914-948-5507
STANLEY ABRAHAMSEN	517 NY RT 111, HAUPPAUGE, NY 11787	631-724-1168
ALBERT WILDER	254 RT 9 W, HAVERSTRAW, NY 10927	845-429-0648
EDWARD L FLYNN	86 MAIN ST, HEMPSTEAD, NY 11550	516-486-9252
EDWARD L FLYNN	340 PENINSULA BLVD, HEMPSTEAD, NY 11550	516-538-9880
ELMER POTTER	4840 W HENRIETTA RD, HENRIETTA, NY 14467	585-334-0178
HAROLD T CLARK JR.	RT 5 & CAROLINE ST, HERKIMER, NY 13350	315-866-7970
JOHN BERT	984 BROADWAY MALL, HICKSVILLE, NY 11801	516-681-6225
JOHN BERT	805 S BROADWAY, HICKSVILLE, NY 11801	516-932-5380
JAIME LIETKE	280 N BROADWAY, HICKSVILLE, NY 11801	516-681-2434
DEAN W COLLEY	W PT & STATION RD, HIGHLAND FALLS, NY 10928	845-446-4935
LOUIS BUONO	140 SOUTH AVE, HILTON, NY 14468	585-392-3535
PAUL HENDEL	204-11 HILLSIDE AVE, HOLLIS, NY 11423	718-217-7405
CHARLES T COUGHLIN	21451 NY RTE 22, HOOSICK FALLS, NY 12090	518-686-0144
THOMAS MANIKAS	950 STHY 36, HORNELL, NY 14843	607-324-3367
JEFFREY F PARKER	3327 CHAMBERS RD & RT 17, HORSEHEADS, NY 14845	607-796-9278
KENNETH PARKER	GRAND CENTRAL AVENUE, HORSEHEADS, NY 14845	607-739-5548
EDWARD L FLYNN	159-40 CROSS BAY BLVD, HOWARD BEACH, NY 11414	718-843-2036
BRYAN O COLLEY	FAIRVIEW AVE EXTENSION, HUDSON, NY 12534	518-828-4811

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ANTHONY M LIEDTKE	344 W JERICHO TPKE, HUNTINGTON, NY 11743	631-351-2105
DAVE OPSTAD	566 ALBANY POST RD, HYDE PARK, NY 12538	845-229-7868
DAVE OPSTAD	650 RTE. 9 W. BRIDGEVIEW PLAZA, HYLAND, NY 12528	845-691-7028
HAROLD T CLARK JR.	30 E CLARK ST, ILLION, NY 13357	315-894-4905
RAMON SANTOS	1490 HUDSON AVE (W*M #3280), IRONDEQUOIT, NY 14621	585-266-1850
PETER K HUNT	1850 VETERANS HWY (W*M #2917), ISLANDIA, NY 11749	631-232-0129
PETER K HUNT	107 MAIN ST, ISLIP, NY 11751	631-665-6420
COURTNEY FEEHAN	2350 N TRIPHAMMER, ITHACA, NY 14840	607-257-1898
COURTNEY FEEHAN	372 ELMIRA RD, ITHACA, NY 14850	607-273-6030
ALBERT CUADRA	75-11 ROOSEVELT AVE, JACKSON HEIGHTS, NY 11372	718-424-4903
ALBERT CUADRA	37-59 82ND ST, JACKSON HEIGHTS, NY 11372	718-476-0747
BRUCE D COLLEY	159-01 JAMAICA AVENUE, JAMAICA, NY 11432	718-526-3725
DOUGLAS F DAMIANO	90-67 SUTPHIN BLVD, JAMAICA, NY 11435	718-262-8844
DOUGLAS F DAMIANO	87-84 SUTPHIN BLVD, JAMAICA, NY 11435	718-523-8041
JACQUES E LAWRENCE	JOHN F KENNEDY AIRPORT, JAMAICA, NY 11430	718-244-8792
JACQUES E LAWRENCE	BRITISH INTERNATIONAL TERMINAL 7, JAMAICA, NY 11430	718-425-5675
JACQUES E LAWRENCE	166-01 BAISLEY BOULEVARD, JAMAICA, NY 11434	718-527-7788
JACQUES E LAWRENCE	166-05 ROCKAWAY BLVD, JAMAICA, NY 11434	718-553-1500
JACQUES E LAWRENCE	JFK AIRPORT TERMINAL 1, JAMAICA, NY 11430	718-751-2833
JACQUES E LAWRENCE	TERMINAL 4 JFK AIRPORT, JAMAICA, NY 11430	718-751-4288
CORTESIA NORMAN	181-25 HILLSIDE AVENUE, JAMAICA, NY 11432	718-523-0109
GIOVANNA SOLIMEO	138-32 JAMIACA AVE, JAMAICA, NY 11435	718-558-8665
THOMAS G MEYERS	957 FAIRMONT AVE, JAMESTOWN, NY 14701	716-484-8157
THOMAS G MEYERS	704 FOOTE AVE, JAMESTOWN, NY 14701	716-487-0817
THOMAS G MEYERS	2803 NORTH MAIN EXTENSION, JAMESTOWN, NY 14701	716-665-3557
THOMAS G MEYERS	1411 E 2ND ST, JAMESTOWN, NY 14701	716-665-5525
STEVEN FRAZIER	105 JERICHO TPKE, JERICHO, NY 11753	516-876-0140
ELIZABETH G DIBBLE	560 HARRY L DR, JOHNSON CITY, NY 13790	607-770-1966
ELIZABETH G DIBBLE	339 MAIN ST, JOHNSON CITY, NY 13790	607-798-7631
JOSEF GIALIL	220 NORTH COMRIE AVE, JOHNSTOWN, NY 12095	518-762-4961
MICHAEL F BEATTY	3534 DELAWARE AVE, KENMORE, NY 14217	716-873-0153
ALBERT WILDER	555 ALBANY AVE, KINGSTON, NY 12401	845-331-6794
ALBERT WILDER	1232 UL STER AVE, KINGSTON, NY 12401	845-336-2100
DAVE OPSTAD	FREEDOM BUSINESS CENTER RT 55, LA GRANGEVILLE, NY 12540	845-485-3103
SANDRA J HAEFNER	1234 ABBOTT RD, LACAWANA, NY 14218	716-821-9596
JANIS KEMMERER	5961 RT 20, PO BOX 317, LAFAYETTE, NY 13084	315-677-9194
RENEE REARDON	105 CANADA ST, LAKE GEORGE, NY 12845	518-668-2413
WILLIAM R MARCELLUS	2174 SARANAC AVE, LAKE PLACID, NY 12946	518-523-3761
PETER K HUNT	174 PORTION RD, LAKE RONKONKOMA, NY 11779	631-467-8599
JUSTIN MACCARTHY	5965 BIG TREE RD, LAKEVILLE, NY 14480	585-346-2170
ANDREW JAMES	579 TROY SCHENETADY RD, LATHAM, NY 12110	518-785-3131
LUPE RODRIGUEZ	1122 TROY SCHNCTDY RD, LATHAM, NY 12110	518-785-0275
JACQUES E LAWRENCE	365 ROCKAWAY TPKE, LAWRENCE, NY 11559	516-371-4990
LOUIS BUONO, JR.	67 MAIN ST, LE ROY, NY 14482	585-768-2913
HECTOR URENA, JR.	8700 VALANCE RD, LE ROY, NY 14482	585-293-3750
JONAH KAUFMAN	3839 HEMPSTEAD TURNPIKE, LEVITTOWN, NY 11756	516-731-9112
DEAN W COLLEY	58 SULLIVAN AVE, LIBERTY, NY 12754	845-292-3107
ANTHONY M LIEDTKE	334 E MONTAUK HWY, LINDENHURST, NY 11757	631-226-5313
RICHARD KRAHLING	50 ALBANY ST, LITTLE FALLS, NY 13365	315-823-0845
MARIA J SULLIVAN	250-01 NORTHERN BLVD, LITTLE NECK, NY 11363	718-229-7701
RALPH CRAWFORD JR	107 7TH N ST, LIVERPOOL, NY 13088	315-424-1200
MICHAEL J MCLAUGHLIN	3869 ROUTE 31, PO BOX 3144, LIVERPOOL, NY 13090	315-622-3534
MICHAEL J MCLAUGHLIN	7505 OSWEGO ROAD, PO BOX 3144, LIVERPOOL, NY 13089	315-622-5883
DAVID FREIMAN	3929 LOCKPORT OLCOTT RD, LOCKPORT, NY 14094	716-478-0019
HARRY SCHATMEYER, III	5863 S TRANSIT RD, LOCKPORT, NY 14094-6319	716-434-1467
JAIME LIEDTKE	665 LONG BEACH RD, LONG BEACH, NY 11561	516-432-6442
EDWARD L FLYNN	33-80 QUEENS BLVD & 39TH ST, LONG ISLAND CITY, NY 11101	718-472-0374
MICHAEL GIUNTA	31-46 21ST ST, LONG ISLAND CITY, NY 11106	718-545-0294
MICHAEL GIUNTA	32-55 31ST STREET, LONG ISLAND CITY, NY 11106	718-545-6803
DEAN W COLLEY	256 OSBORNE RD, LOUDONVILLE, NY 12211	518-459-2502
WARREN D WEICHBRODT	ROUTE 31, LYONS, NY 14489	315-946-3353
WARREN D WEICHBRODT	1241 PITTSFORD-PALMYRA ROAD, MACEDON, NY 14502	315-986-2649
JOY CARLOS WONG	154 ROUTE 6, MAHOPAC, NY 10541	845-628-0794
PATRICE F MAGLIOCCA	MILE POST 103 N NY STATE THRUWAY, MALDEN ON HUDSON, NY 12453	845-246-7670
PETER NAPOLI	3375 STATE ROUTE 11, MALONE, NY 12953	518-483-7520
CLARK W BRINK	519 STATE ROUTE 67 DUNNING RD, MALTA, NY 12020	518-899-7121
BRUCE D COLLEY	1205 OLD BOSTON POSTRD, MAMARONECK, NY 10543	914-698-2863
TIMOTHY G POTTER	4126 NY RT 96, MANCHESTER, NY 14504	585-289-9575
HAYDEE BAILEY	335 8TH AVE, MANHATTAN, NY 10001	212-633-1107
RICHARD R CISNEROS	809/811 6TH AVE/28TH, MANHATTAN, NY 10001	212-463-9495
LINDA C DUNHAM	1651 BROADWAY, MANHATTAN, NY 10019	212-586-5530
LINDA C DUNHAM	490 8TH AVE, MANHATTAN, NY 10001	212-947-0771
JAMES R LEWIS	336 E 23RD ST, MANHATTAN, NY 10010	212-228-5529
JAMES R LEWIS	972 6TH AVE, MANHATTAN, NY 10018	212-279-2022
JAMES R LEWIS	1560 BROADWAY, MANHATTAN, NY 10036	212-921-8900
ALLEN NORMAN	729 2ND AVE / 39TH STREET, MANHATTAN, NY 10016	212-686-7124
NINOSCA PAULINO	14 E 47TH ST, MANHATTAN, NY 10017	212-697-8148

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOSE RODRIGUEZ	208 DYCKMAN ST, MANHATTAN, NY 10040	212-569-2909
WILLIAM A MOHRMANN	560 CORD ROUTE 111 & CHAPMAN BLVD, MANORVILLE, NY 11949	631-874-4692
ROSARIO IRACI	59-60 55TH ROAD, MASPETH, NY 11378	718-497-3663
ROSARIO IRACI	69-35 GRAND AVENUE, MASPETH, NY 11378	718-565-9888
JONAH KAUFMAN	5500 SUNRISE HWY, MASSAPEQUA, NY 11758	516-798-9192
PETER NAPOLI	6098 STHY 37, MASSENA, NY 13662	315-764-8097
PETER NAPOLI	324 S MAIN ST, MASSENA, NY 13662	315-769-9091
PETER K HUNT	8850 MAIN RD NY 25, MATTITUCK, NY 11952	631-298-8042
ROGER E GROUT	1 PARK PLAZA, MECHANICVILLE, NY 12118	518-664-8844
JOSHUA KAUFMAN	1710 ROUTE 112, MEDFORD, NY 11763	631-289-2888
HARRY SCHATMEYER, III	11201 MAPLE RIDGE RD, MEDINA, NY 14103	585-798-6992
CARLOS MORALES	729 RT 110, MELVILLE, NY 11747	631-423-3433
KATIE HUNT-ROTOLO	1813 MERRICK RD, MERRICK, NY 11566	516-868-4446
PAUL M ROSS	3362 MAIN ST, MEXICO, NY 13114	315-963-4530
PETER K HUNT	750 MIDDLE COUNTRY (W*M #2156), MIDDLE ISLAND, NY 11953	631-345-3254
LAWRENCE V BENNETT	481 RT 211 E, MIDDLETOWN, NY 10940	845-343-7320
DEAN W COLLEY	113 DOLSON AVE, MIDDLETOWN, NY 10940	845-343-3301
PETER K HUNT	340 RT 25A, MILLER PLACE, NY 11764	631-331-3180
JOY CARLOS WONG	130 ROUTE 44 EAST, MILLERTON, NY 12546	518-789-0575
MICHAEL B ANDERER	60 JERICHO TPKE, MINEOLA, NY 11501	516-248-8402
LAWRENCE V BENNETT	NY STATE TURNPIKE MILE POST 66 S, MODENA, NY 12548	845-566-4056
GERALD A MCCOY	501 RT 17M, MONROE, NY 10950	845-782-2100
BRYAN O COLLEY	RT 59 & HERMION RD, MONTEBELLO, NY 10901	845-357-2501
DEAN W COLLEY	2083 STHY RT 208 S, MONTGOMERY, NY 12549	845-457-9581
DEAN W COLLEY	41 ANAWANA LAKE RD (W*M #2547), MONTICELLO, NY 12701	845-794-5478
DEAN W COLLEY	ROUTE 42 N, MONTICELLO, NY 12701	845-794-5768
PETER SAMAHA	6 GRAMATAN AVE, MOUNT VERNON, NY 10550	914-663-8172
PETER SAMAHA	470 S FULTON AVE, MOUNT VERNON, NY 10550	914-667-8607
LOUIS BUONO, JR.	13 E STATE ST, MT. MORRIS, NY 14510	585-658-3040
DEAN W COLLEY	33 CALVARY DR W, NEW CITY, NY 10956	845-638-2715
HAROLD T CLARK JR.	52 SENECA TPKE, NEW HARTFORD, NY 13413	315-735-4722
LAWRENCE J ANDERER, JR.	2045 JERICHO TPKE, NEW HYDE PARK, NY 11040	516-488-1950
ALBERT WILDER	261 MAIN ST, NEW PALTZ, NY 12561	845-255-8141
BRUCE D COLLEY	270-272 MAIN ST, NEW ROCHELLE, NY 10801	914-576-4972
BRUCE D COLLEY	720-724 NORTH AVE, NEW ROCHELLE, NY 10801	914-636-9223
DEAN W COLLEY	2639 ROUTE 32- ROAD #6, NEW WINDSOR, NY 12553	845-561-9550
DAVID C ANDRESEN	PENN STATION/LOWER LEVEL, NEW YORK, NY 10119	212-736-6157
RONALD J BAILEY	139TH & ADAM CLAYTON POWELL, NEW YORK, NY 10030	212-283-0559
RICHARD R CISNEROS	280 MADISON AVE, NEW YORK, NY 10016	212-213-3828
RICHARD R CISNEROS	427 10TH AVE & 34TH, NEW YORK, NY 10001	212-564-7115
RICHARD R CISNEROS	18 E 42ND ST, NEW YORK, NY 10017	212-599-2127
RICHARD R CISNEROS	1499 3RD AVE & 85TH ST, NEW YORK, NY 10028	212-628-8100
RICHARD R CISNEROS	1872 3RD AVE. @ 103RD STREET, NEW YORK, NY 10029	212-996-2864
RICHARD R CISNEROS	1871 2ND AVE, NEW YORK, NY 10029	646-672-0263
BRUCE D COLLEY	2726 BROADWAY, NEW YORK, NY 10025	212-222-8714
BRUCE D COLLEY	444 LENOX AVE / 132ND, NEW YORK, NY 10030	212-283-7798
BRUCE D COLLEY	26 BOWERY, NEW YORK, NY 10013	212-406-0426
BRUCE D COLLEY	3543-49 BROADWAY @ 145TH, NEW YORK, NY 10031	212-491-6860
BRUCE D COLLEY	52 FULTON ST (AKA 34 CLIFF ST), NEW YORK, NY 10038	212-528-2930
BRUCE D COLLEY	2271 BROADWAY, NEW YORK, NY 10024	212-579-9170
BRUCE D COLLEY	404 E 14TH ST, NEW YORK, NY 10009	212-598-0045
BRUCE D COLLEY	167 CHAMBERS ST (303 GREENWICH ST), NEW YORK, NY 10013	212-608-2405
BRUCE D COLLEY	213 MADISON STREET, NEW YORK, NY 10002	212-619-1848
BRUCE D COLLEY	341 5TH AVE, NEW YORK, NY 10016-5009	212-686-5342
BRUCE D COLLEY	2049 BROADWAY @ 71ST, NEW YORK, NY 10023	212-724-0435
BRUCE D COLLEY	2142 3RD AVE, NEW YORK, NY 10027	212-828-3070
BRUCE D COLLEY	79 W 125TH ST, NEW YORK, NY 10027	212-831-9937
BRUCE D COLLEY	824 3RD AVENUE 50TH ST, NEW YORK, NY 10022	212-832-0447
BRUCE D COLLEY	2549 BROADWAY & 96TH ST, NEW YORK, NY 10025	212-864-8138
BRUCE D COLLEY	4040 BROADWAY & 170, NEW YORK, NY 10033	212-923-9582
BRUCE D COLLEY	3410 BROADWAY 138TH ST, NEW YORK, NY 10031	347-226-4150
BRUCE D COLLEY	125TH ST & LEXINGTON AVE, NEW YORK, NY 10035	646-672-1381
BRUCE D COLLEY	1826 EASTCHESTER RD., NEW YORK, NY 10461	718-239-8660
BRUCE D COLLEY	4259 BROADWAY, NEW YORK, NY 10033	917-521-0827
WILLIAM E DIEKMANN	686 6TH AVE, NEW YORK, NY 10010	212-604-0621
WILLIAM E DIEKMANN	1188 6TH AVE, NEW YORK, NY 10036	212-944-2720
LINDA C DUNHAM	946 8TH AVE & 56TH, NEW YORK, NY 10019	212-586-6676
LINDA C DUNHAM	317 BROADWAY, NEW YORK, NY 10007	212-732-6407
PAUL GOODMAN	160 BROADWAY, NEW YORK, NY 10038	212-385-2063
PAUL GOODMAN	480 3RD AVE & 33RD ST, NEW YORK, NY 10016	212-532-8186
PAUL GOODMAN	262 CANAL ST, NEW YORK, NY 10013	212-941-5823
PAUL HENDEL	541 6TH AVE & 14TH ST, NEW YORK, NY 10011	212-463-8869
PAUL HENDEL	114 DELANCEY ST, NEW YORK, NY 10002	212-529-9770
PAUL HENDEL	154 W 14TH ST & 7TH AVE, NEW YORK, NY 10011	212-691-3720
CECIL P JOSEPH	839 WESTCHESTER AVENUE, NEW YORK, NY 10455	718-328-4936
GERALD LAURINO	5804 CLAREDON RD, NEW YORK, NY 11203	718-451-0834
JAMES R LEWIS	208 VARRICK ST, NEW YORK, NY 10014	212-206-9991

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES R LEWIS	688 8TH AVE. @ 44TH, NEW YORK, NY 10036	212-221-3863
JAMES R LEWIS	1286 1ST AVE @ 69TH ST, NEW YORK, NY 10021	212-249-3551
JAMES R LEWIS	102-106 1ST AVE. @ 5TH AVE, NEW YORK, NY 10003	212-477-9171
JAMES R LEWIS	724 BROADWAY, NEW YORK, NY 10003	212-529-9660
JAMES R LEWIS	27 3RD AVE & ST MARKS PL, NEW YORK, NY 10003	212-533-6693
JAMES R LEWIS	151 WEST 34TH STREET & 7TH AVE., NEW YORK, NY 10001	212-594-1964
JAMES R LEWIS	39 UNION SQ W, NEW YORK, NY 10003	212-645-9079
JAMES R LEWIS	429 7TH AVE, NEW YORK, NY 10001	212-736-7890
JAMES R LEWIS	220 WEST 42ND STREET & 7TH AVE, NEW YORK, NY 10036	212-840-6250
JAMES R LEWIS	556 7TH AVE, NEW YORK, NY 10018	212-869-1918
ALLEN NORMAN	600 W 125TH @ & BROADWAY, NEW YORK, NY 10027	212-662-2965
ALLEN NORMAN	401 PARK AVE S, NEW YORK, NY 10016	212-683-4919
ALLEN NORMAN	966 3RD AVE, NEW YORK, NY 10022	212-753-5360
ALLEN NORMAN	354 W 125TH ST, NEW YORK, NY 10027	212-864-2124
MIRIAM L OLIVERO	735 9TH AVE, NEW YORK, NY 10019	212-974-7472
NINOSCA PAULINO	969 1ST AVE, NEW YORK, NY 10022	212-588-0695
NINOSCA PAULINO	136 W 3RD ST, NEW YORK, NY 10012	212-674-2566
JOSE RODRIGUEZ	608 WEST 207TH STREET, NEW YORK, NY 10034	212-304-3611
JUAN A RODRIGUEZ	1997 3RD AVE, NEW YORK, NY 10029	212-369-3791
JUAN A RODRIGUEZ	3809 BROADWAY, NEW YORK, NY 10032	212-568-7903
CHRISTIAN C TREFZ	5201 BROADWAY @ 225TH, NEW YORK, NY 10463	212-923-2222
WARREN D WEICHBRODT	531 W UNION ST, NEWARK, NY 14513	315-331-2499
DEAN W COLLEY	347 BROADWAY, NEWBURGH, NY 12550	845-561-3345
DEAN W COLLEY	1403 RT 300, NEWBURGH, NY 12550	845-564-0102
DEAN W COLLEY	65 N PLANK, NEWBURGH, NY 12550	845-565-2327
DEAN W COLLEY	1201 UNION AVE (W*M #2104), NEWBURGH, NY 12550	845-567-1224
DAVID FREIMAN	1726 PINE AVE, NIAGARA FALLS, NY 14301	716-282-3475
DAVID FREIMAN	8320 NIAGARA FALLS BLVD, NIAGARA FALLS, NY 14304	716-298-3592
PETER K HUNT	1510 DEER PARK AVE, NORTH BABYLON, NY 11703	631-586-2609
ANTHONY M LIEDTKE	1255 DEER PARK AVE, NORTH BABYLON, NY 11703	631-586-2133
ANTHONY M LIEDTKE	131 SUNRISE HWY, NORTH BABYLON, NY 11703	631-661-2800
HARRY SCHATMEYER, III	315 MEADOW DR, NORTH TONAWANDA, NY 14120	716-213-0016
JONAH KAUFMAN	834 FORT SALONGA RD, NORTHPORT, NY 11768	631-754-1608
ANTHONY M LIEDTKE	221 E SUNRISE HWY, NORTLINDENHURST, NY 11757	631-888-0405
DENNIS R SEXTON	165 S BROAD ST, NORWICH, NY 13815	607-334-6020
HERBERT THOMAS	55 RT 59, NYACK, NY 10960	845-353-1083
JAIME LIEDTKE	4498 SUNRISE HWY/SYCAMORE, OAKDALE, NY 11769	631-567-0364
THOMAS G MEYERS	2510 W STATE STREET, OLEAN, NY 14760	716-372-4945
HAROLD T CLARK JR.	274 GENESEE ST, ONEIDA, NY 13421	315-363-7000
BRYAN O COLLEY	379 CHESTNUT ST, ONEONTA, NY 13820	607-432-2191
BRYAN O COLLEY	NY 23, ONEONTA, NY 13820	607-432-6362
BRYAN O COLLEY	RT 23 & GRAND, ONEONTA, NY 13820	607-432-7608
NANCY J WILKES	1204 RT 104, ONTARIO, NY 14519	315-524-4061
PERLA L GONZALEZ	3232 ORCHARD PARK RD, ORCHARD PARK, NY 14127	716-675-0352
BRYAN O COLLEY	214 S HIGHLAND AVE, OSSINING, NY 10562	914-762-9141
JAMES CORIALE	RT 96 & 96A (SATELLITE), OVID, NY 14521	607-869-5614
ELIZABETH G DIBBLE	29 HICKORIES PARK RD, OWEGO, NY 13827	607-687-1474
MARIA J SULLIVAN	245 PINEHOLLOW RD, OYSTER BAY, NY 11771	516-624-9266
EDWARD L FLYNN	75-50 101ST AVE-QUEENS, OZONE PARK, NY 11416	718-845-1010
W.DAVID FOSTER,II	143 E HIGH ST, PAINTED POST, NY 14870	607-936-2063
JOSEF GIALIL	RT 5, DUTCHTOWN PLAZA, PALATINE BRIDGE, NY 13428	518-673-3046
JOSHUA KAUFMAN	499-85 SUNRISE HWY, PATCHOGUE, NY 11772	631-289-1473
JOY CARLOS WONG	20 WELCHER AVE, PEEKSKILL, NY 10566	914-734-1449
MARY ELLEN GUON	2191 PENFIELD RD, PENFIELD, NY 14526	585-388-8862
JAMES CORIALE	235 LAKE ST, PENN YAN, NY 14527	315-536-2845
ELMER POTTER	6720 PITTSFORD PALMYRA RD, PERINTON, NY 14450	585-223-7026
PETER NAPOLI	741 BEAR SWAMP RD, PERU, NY 12972	518-643-0003
DEAN W COLLEY	RTE 52 WEST, PINEBUSH, NY 12556	845-744-9910
KATIE HUNT-ROTOLO	818 OLD COUNTRY RD, PLAINVIEW, NY 11803	516-931-8897
PETER NAPOLI	349 CORNELIA ST, PLATTSBURGH, NY 12901	518-561-1390
PETER NAPOLI	424 MARGARET ST, PLATTSBURGH, NY 12901	518-561-5080
DAVE OPSTAD	1620 MAIN ST, PLEASANT VALLEY, NY 12569	845-635-1787
RICHARD KRAHLING	NYS THRUWAY MM 310 E, PORT BYRON, NY 13140	315-776-5700
ERNEST C TREFZ	321 BOSTON POST RD, PORT CHESTER, NY 10573	914-937-3355
PETER K HUNT	115 W BROADWAY, PORT JEFFERSON, NY 11777	631-331-0097
PETER K HUNT	5136 NESCONSET HWY, PORT JEFFERSON STATION, NY 11776	631-928-1460
DAVE OPSTAD	MID HUDSON CENTER, POUGHKEEPSIE, NY 12601	845-473-4618
JOY CARLOS WONG	733 MAIN ST, POUGHKEEPSIE, NY 12603	845-473-3323
PAUL M ROSS	RTE 13 AMES PLAZA, PULASKI, NY 13142	315-298-5565
JOHN BERT	120-34 QUEENS BLVD., QUEENS, NY 11415	718-544-2407
DOUGLAS F DAMIANO	166-30 JAMAICA AVE, QUEENS, NY 11432	718-526-8587
PAUL HENDEL	88-14 SPRINGFIELD BLVD, QUEENS VILLAGE, NY 11427	718-217-1585
CLARK W BRINK	364 DIX AVE, QUEENSBURY, NY 12804	518-792-3056
RENEE REARDON	192 CORINTH ROAD, QUEENSBURY, NY 12804	518-793-6417
RENEE REARDON	819 RTE 9, QUEENSBURY, NY 12804	518-793-9446
RENEE REARDON	891 RT 9, QUEENSBURY, NY 12804	518-798-0138
ANDREW JAMES	310 TROY RD & RT 4, RENSSELAER, NY 12144	518-283-3165

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOSEF GIALIL	3155 US HWY 20, RICHFIELD SPRIN, NY 13439	315-858-0532
ROSARIO IRACI	119-05 LIBERTY AVE, RICHMOND HILLS, NY 11419	718-843-8777
PETER K HUNT	1600 MIDDLE COUNTRY RD, RIDGE, NY 11961	631-924-3857
ROSARIO IRACI	54-29 METROPOLITAN AVE, RIDGEWOOD, NY 11385	718-821-8769
PETER G LAROSE	54-04 MYRTLE AVE, RIDGEWOOD, NY 11385	718-456-7287
PETER K HUNT	268 NY RTE. 58, RIVERHEAD, NY 11901	631-369-1331
PETER K HUNT	268 ROUTE 58, RIVERHEAD, NY 11901	631-369-2551
PETER K HUNT	30 FLANDERS RD, RIVERHEAD, NY 11901	631-727-8727
DOMENICK BUONO	35 SPENCER PORT RD, ROCHESTER, NY 14606	585-429-5824
JOHN M BUONO	3303 CHILI AVE, ROCHESTER, NY 14624	585-889-3150
LOUIS BUONO, JR.	1701 EAST AVE, ROCHESTER, NY 14610	585-271-3960
LOUIS BUONO, JR.	820 CULVER RD, ROCHESTER, NY 14609	585-288-1182
JENNIFER E CLARK	1422-32 MT HOPE AVE, ROCHESTER, NY 14620	585-473-7966
JENNIFER E CLARK	3280 MONROE AVE, ROCHESTER, NY 14618	585-586-1867
GLEN A JETER	275 UPPER FALLS BLVD, ROCHESTER, NY 14605	585-232-6480
ELMER POTTER	45 JAY SCUTTI BLVD, ROCHESTER, NY 14623	585-292-0060
ELMER POTTER	3001 SOUTH WINTON ROAD, ROCHESTER, NY 14623	585-292-1942
ELMER POTTER	1200 BROOKS AVE, ROCHESTER, NY 14624	585-328-1640
ELMER POTTER	2121 E HENRIETTA, ROCHESTER, NY 14623	585-334-3082
RAMON SANTOS	657 EAST RIDGE RD, ROCHESTER, NY 14621	585-342-3940
HECTOR URENA, JR.	2341 RIDGE RD W, ROCHESTER, NY 14626	585-225-1512
HECTOR URENA, JR.	729 LONG POND RD, ROCHESTER, NY 14612	585-225-2550
HECTOR URENA, JR.	1571 RIDGE RD E, ROCHESTER, NY 14621	585-266-0109
HECTOR URENA, JR.	3781 WESTRIDGE RD, ROCHESTER, NY 14626	585-720-6010
WARREN D WEICHBRODT	420 MONROE, ROCHESTER, NY 14607	585-271-2547
NANCY J WILKES	1450 LYELL, ROCHESTER, NY 14606	585-254-4840
NANCY J WILKES	788 LAKE AVE, ROCHESTER, NY 14613	585-254-8960
JACQUES E LAWRENCE	91-18 BEACH CHANNEL DR, ROCKAWAY BEACH, NY 11693	718-474-6678
PAUL HENDEL	618 SUNRISE HWY, ROCKVILLE CENTRE, NY 11570	516-255-9560
PETER K HUNT	463 ST RT 25A NY, ROCKY POINT, NY 11778	631-744-4740
HAROLD T CLARK, III	1707 BLACK RIVER BLVD, ROME, NY 13440	315-336-7541
HAROLD T CLARK, III	ERIE BLVD WESTGATE SHG, ROME, NY 13440	315-339-2200
DAWN MUSSENDEN	265 NASSAU RD, ROOSEVELT, NY 11575	516-867-9478
PAUL HENDEL	244-10 MERRICK BLVD, ROSEDALE, NY 11422	718-978-4803
PETER CASTIGLIONE	614 MIDDLE COUNTRY RD, SAINT JAMES, NY 11780	631-366-0954
THOMAS G MEYERS	735 BROAD ST, SALAMANCA, NY 14779	716-945-2305
WILLIAM R MARCELLUS	569 LAKE FLOWER RD, SARANAC LAKE, NY 12983	518-891-2566
CLARK W BRINK	197 S BROADWAY, SARATOGA SPRINGS, NY 12866	518-587-9652
DOLORES MOUSSEAU	BOX 3003 EXIT 15 RT 50, SARATOGA SPRINGS, NY 12866	518-587-6745
WILLIAM K MAYER	8 MANOR LN, SAUGERTIES, NY 12477	845-246-2610
WILLIAM K MAYER	350 RT 212, SAUGERTIES, NY 12477	845-246-5816
GEORGE R MICHELL	3700 STATE ST, SCHENECTADY, NY 12304	518-382-8220
JOHN REEHER	500 CURRY RD, SCHENECTADY, NY 12306	518-356-5373
JOHN REEHER	1673 UNION ST, SCHENECTADY, NY 12309	518-372-6953
LUPE RODRIGUEZ	1224 STATE ST, SCHENECTADY, NY 12304	518-346-2067
PATRICK M TREFFILETTI	103 BROOKVIEW DR, SCHENECTADY, NY 12303	518-357-0308
PETER K HUNT	3990 NESCONSET HWY (W*M #2915), SETAUKET, NY 11733	631-331-0081
WILLIAM A MOHRMANN	971 MONTAUK HWY, SHIRLEY, NY 11786	631-399-6404
RICHARD J DOMBROWSKI	141 DELAWARE AVE, SIDNEY, NY 13838	607-563-3484
LAWRENCE V BENNETT	NY STATE TURNPIKE MILE POST 33 S, SLOATSBURG, NY 10974	845-753-2073
KATIE HUNT-ROTOLO	923 JERICHO TPKE, SMITHTOWN, NY 11787	631-864-6751
JOSEF GIALIL	MAIN & FIFTH, SOUTH GLENS FALLS, NY 12803	518-761-2430
PETER K HUNT	307 N SEA RD, SOUTHAMPTON, NY 11968	631-283-6777
DOMENICK BUONO	44 NICHOLS ST / RT 31, SPENCERPORT, NY 14559	585-352-1133
HERBERT THOMAS	106 RT 59, SPRING VALLEY, NY 10977	845-356-5520
GERALD LAURINO	221-12 SO CONDUIT AVE, SPRINGFIELD GARDENS, NY 11413	718-276-6230
MICHAEL F BEATTY	RT 219 & WAVERLY ST, SPRINGVILLE, NY 14141	716-592-3983
EDWARD A GOMEZ	2154 HYLAN BLVD, STATEN ISLAND, NY 10306	718-979-1524
MARIANNE SPILLANE	260 PAGE AVENUE, STATEN ISLAND, NY 10307	718-227-2483
MARIANNE SPILLANE	645 ROSSVILLE AVE, STATEN ISLAND, NY 10309	718-227-7331
MARIANNE SPILLANE	501 BAY ST, STATEN ISLAND, NY 10304	718-273-6688
MARIANNE SPILLANE	1815 FOREST AVE, STATEN ISLAND, NY 10303	718-720-6907
MARIANNE SPILLANE	803 FOREST AVE, STATEN ISLAND, NY 10310	718-876-6088
MARIANNE SPILLANE	1388 HYLAN BLVD, STATEN ISLAND, NY 10305	718-980-5028
MARIANNE SPILLANE	2795 RICHMOND AVE, STATEN ISLAND, NY 10314	718-982-5996
MICHAEL G SWEENEY	1660 RICHMOND AVE, STATEN ISLAND, NY 10314	718-494-3400
MICHAEL G SWEENEY	3267 RICHMOND AVE, STATEN ISLAND, NY 10312	718-948-3800
KATIE HUNT-ROTOLO	2324 NESCONSET, STONY BROOK, NY 11790	631-751-1617
EDWARD L FLYNN	45-06 GREENPOINT-SATELLITE, SUNNYSIDE, NY 11104	718-729-2855
ANTHONY M LIETKE	571 JERICHO TPKE, SYOSSET, NY 11791	516-921-6120
RALPH CRAWFORD JR	2442 ERIE BLVD E, SYRACUSE, NY 13224	315-446-0488
JANIS KEMMERER	6481 THOMPSON RD, SYRACUSE, NY 13206	315-463-9622
MICHAEL J MCLAUGHLIN	4733 ONONDAGA BLVD, SYRACUSE, NY 13219	315-476-0900
PAUL M ROSS	NY S THURWAY MM280 E, SYRACUSE, NY 13206	315-463-5400
PAUL M ROSS	6105 S SALINA, SYRACUSE, NY 13205	315-469-8246
BRYAN O COLLEY	140 WILDEY ST, TARRYTOWN, NY 10591	914-631-1252
BRYAN O COLLEY	600 MARBLE AVE, THORNWOOD, NY 10594	914-769-9687

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SCOTT AXEL HEARBURG	RT 9 N & 74, TICONDEROGA, NY 12883	518-585-7714
HARRY SCHATMEYER, III	820 YOUNG ST, TONAWANDA, NY 14150	716-213-0029
HARRY SCHATMEYER, III	10 MAIN ST, TONAWANDA, NY 14150	716-213-0061
DEAN W COLLEY	780 HOOSICK RD (RT 7), TROY, NY 12180	518-279-0601
WILLIAM R MARCELLUS	26 DEMARS BLVD, TUPPER LAKE, NY 12986	518-359-7133
JOSHUA KAUFMAN	1050 FRONT ST, UNIONDALE, NY 11553	516-538-7390
HAROLD T CLARK JR.	1134 MOHAWK ST, UTICA, NY 13503	315-733-1818
HAROLD T CLARK JR.	710 RIVERSIDE MALL (W*M #2093), UTICA, NY 13502	315-797-0683
HAROLD T CLARK JR.	171 N GENESEE ST, UTICA, NY 13502	315-797-5486
HAROLD T CLARK JR.	1700 GENESEE ST, UTICA, NY 13501	315-798-9205
JAMES FOX	2939 USHY 9, VALATIE, NY 12184	518-758-2625
PAUL HENDEL	10 W SUNRISE HWY, VALLEY STREAM, NY 11581	516-823-3475
GERALD LAURINO	2000 GREEN ACRES MALL, VALLEY STREAM, NY 11581	516-825-0144
ELIZABETH G DIBBLE	3136 VESTAL PKY E, VESTAL, NY 13850	607-798-7712
ELMER POTTER	7633 STATE ROUTE 96, VICTOR, NY 14564	585-924-7990
PETER K HUNT	SWC 25A MANORVILLE ROAD & WADING RIVER, WADING RIVER, NY 11792	631-929-5513
BRYAN O COLLEY	205 DELAWARE ST, WALTON, NY 13856	607-865-8424
PETER K HUNT	1946 WANTAGH AVE, WANTAGH, NY 11793	516-781-4499
PAUL D TREFZ	1178 RT 9 EAST MAIN STREET, WAPPINGERS FALL, NY 12590	845-297-2810
PAUL D TREFZ	967 RT 376, WAPPINGERS FALLS, NY 12590	845-227-7451
PAUL M ROSS	2660 BRICKYARD RD, WARNERS, NY 13164	315-672-3951
SCOTT AXEL HEARBURG	RT 9 EXIT 23, WARRENSBURG, NY 12885	518-623-3323
JOE FERRINO	2362 N MAIN ST, WARSAW, NY 14569	585-786-8711
HAROLD T CLARK JR.	3918 ONEIDA ST, WASHINGTON MILLS, NY 13479	315-737-8970
ROGER E GROUT	42 SARATOGA AVE, WATERFORD, NY 12188	518-235-7321
JAMES CORIALE	2500 MOUND RD, WATERLOO, NY 13165	315-539-8927
DOUGLASS R ARNOTT	BROADWAY & 16TH ST, WATERVLIET, NY 12189	518-274-6323
JAMES CORIALE	515 E 4TH ST (W*M #3221), WATKINS GLEN, NY 14891	607-535-6119
MARY ELLEN GUON	1854 EMPIRE BLVD, WEBSTER, NY 14580	585-671-2868
MARY ELLEN GUON	190 W MAIN ST, WEBSTER, NY 14580	585-872-3736
THOMAS G MEYERS	RT 417 AND BOLIVAR RD, WELLSVILLE, NY 14895	585-593-4357
MICHAEL B ANDERER	856 HEMP STEAD AVENUE, WEST HEMPSTEAD, NY 11552	516-485-4191
LAWRENCE J ANDERER, JR.	380 HEMP STEAD TURNPIKE, WEST HEMPSTEAD, NY 11552	516-485-2179
BRYAN O COLLEY	1000 PALISADES CENTER DR, WEST NYACK, NY 10994	845-358-0647
LUPE RODRIGUEZ	1637 ALTAMONT AVE, WEST ROTTERDAM, NY 12303	518-356-2012
SANDRA J HAEFNER	1154 UNION RD, WEST SENECA, NY 14224	716-674-7170
DONALD PRITCHETT	35 OLD COUNTRY RD, WESTBURY, NY 11590	516-334-5232
THOMAS G MEYERS	102 E MAIN, WESTFIELD, NY 14787	716-326-2998
PETER SAMAHA	60 S BROADWAY, WHITE PLAINS, NY 10606	914-761-3754
PETER SAMAHA	200 HAMILTON AVE, WHITE PLAINS, NY 10601	914-946-2809
PETER SAMAHA	100 MAIN ST, WHITE PLAINS, NY 10601	914-946-7156
LLOYD SCHNEIDER	RR 1 BOX 1004, WHITEHALL, NY 12887	518-499-9003
JOHN BERT	138-11 20TH AVE., WHITESTONE, NY 11354	718-358-1177
WILLIAM H MILLER	160-11 WILLETS POINT BLVD, WHITESTONE, NY 11357	718-746-6063
MARK L RENQUIN	2972 NEW YORK RT 11, WHITNEY POINT, NY 13862	607-692-7210
NANCY J WILKES	ROUTE 104 AND ROUTE 21, WILLIAMSON, NY 14589	315-589-2878
JOE FERRINO	4987 TRANSIT RD, WILLIAMSVILLE, NY 14221	716-204-0089
ENRICO J FRANCANI	5316 MAIN ST, WILLIAMSVILLE, NY 14221	716-204-0336
ENRICO J FRANCANI	5150 SHERIDAN DR, WILLIAMSVILLE, NY 14221	716-839-1099
KRIS SEXTON	30 NORTH RD, WINDSOR, NY 13865	607-775-4241
NANCY J WILKES	104 & WHISKEY HILL RD, WOLCOTT, NY 14590	315-594-1225
DOUGLAS F DAMIANO	91-01 JAMAICA AVENUE, WOODHAVEN, NY 11421	718-849-2646
MICHAEL GIUNTA	51-35 NORTHERN BLVD, WOODSIDE, NY 11377	718-545-3287
MICHAEL GIUNTA	5725 ROOSEVELT AVE, WOODSIDE, NY 11377	718-639-5193
JOHN REEHER	MAIN AVE RT 66, WYNANTS KILL, NY 12198	518-283-2089
ROBERT D MICHELL	2554 CENTRAL PARK AVE, YONKERS, NY 10710	914-771-9384
ROBERT D MICHELL	336 TUCKAHOE RD, YONKERS, NY 10710	914-793-0062
ROBERT D MICHELL	1753 CENTRAL PARK AVE, YONKERS, NY 10710	914-961-3960
ROBERT D MICHELL	1200 NEPPERHAN AVE, YONKERS, NY 10703	914-965-9064
PETER SAMAHA	1144 YONKERS AVE, YONKERS, NY 10704	914-237-2791
PETER SAMAHA	5 S BROADWAY, YONKERS, NY 10701	914-966-7294
PETER SAMAHA	155 S BROADWAY, YONKERS, NY 10701	914-968-7804
PETER SAMAHA	473 S BROADWAY, YONKERS, NY 10705	914-969-0711
HAROLD T CLARK JR.	350 ORISKANY BLVD, YORKVILLE, NY 13495	315-736-9281
FRANKLIN M BUTLER	1703 NORTH SANDHILLS BLVD, ABERDEEN, NC 28315	910-944-7280
RON BAILEY, JR.	117 NC HWY 801 N, ADVANCE, NC 27006	336-940-6344
BILL M TAYLOR	1486 E MEMORIAL DR, AHOSKIE, NC 27910	252-332-4890
RONNIE A THORNTON	1906 US HWY 52 N, ALBEMARLE, NC 28001-8505	704-982-1096
RONNIE A THORNTON	1820 E MAIN ST, ALBEMARLE, NC 28001	704-983-1711
JAMES F SHARER	5 MAIN ST, ANDREWS, NC 28901	828-321-2377
THOMAS P HAYNIE	106 S RALEIGH ST, ANGLIER, NC 27501	919-639-3354
THOMAS P HAYNIE	3151 APEX PEAKWAY (W*M #3889), APEX, NC 27502	919-290-2592
THOMAS P HAYNIE	1305 E WILLIAMS ST, APEX, NC 27502	919-303-1200
THOMAS P HAYNIE	900 US HWY 64, APEX, NC 27523	919-380-0906
ANTHONY P DELLIGATTI	10057 N MAIN ST, ARCHDALE, NC 27263	336-431-3431
DONALD T RASNICK	382 LONG SHOALS RD, ARDEN, NC 28704	828-651-4467
DONALD T RASNICK	755 MERRIMON AVE, ASHEVILLE, NC 28804	828-252-8075

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DONALD T RASNICK	51 TUNNEL RD, ASHEVILLE, NC 28805	828-254-6715
DONALD T RASNICK	1103 TUNNEL RD, ASHEVILLE, NC 28805	828-298-4047
DONALD T RASNICK	800 FAIRVIEW RD, ASHEVILLE, NC 28803	828-298-8616
DONALD T RASNICK	1915 HENDERSONVILLE RD, ASHEVILLE, NC 28803	828-684-0601
WILLIAM H PURCELL	301 W FORT MACON BLVD, ATLANTIC BEACH, NC 28512	252-726-3443
JERRY DIXON JR.	125 HWY 102 W, AYDEN, NC 28513	252-746-7858
HEATHER JOYNER	3980 N CAROLINE NC 105, BANNER ELK, NC 28604	828-898-9677
WILLIAM H PURCELL	1600 LIVE OAK STREET, BEAUFORT, NC 28516	252-728-6147
JEFFREY S STANTON	505 N. MAIN ST., BELMONT, NC 28012-3130	704-825-9711
DORIS D HUEBNER	27 CRAPE MYRTLE DRIVE, BENSON, NC 27504	919-934-2037
FREDERICK G HUEBNER, III	600 E MAIN ST, BENSON, NC 27504	919-894-8503
KEITH MANNING	NC HIGHWAY 24/27, BISCOE, NC 27209	910-428-4457
DONALD T RASNICK	500 NC HWY 9 & I 40, BLACK MOUNTAIN, NC 28711	828-669-5062
DAVID C HUNT	213 SOUTH MAIN STREET, BOILING SPRINGS, NC 28152	704-434-5512
VENDA G LERCH	896 BLOWING ROCK RD, BOONE, NC 28607	828-264-0926
CHARLES M EDWARDS	251 ASHEVILLE HWY, BREVARD, NC 28712	828-884-2244
RONALD P DILLINGHAM	180 VETERANS BLVD, BRYSON CITY, NC 28713	828-488-8885
TIM DENNY	751 NC HWY 53 EAST, BURGAW, NC 28425	910-259-7977
JODY L HAITHCOCK	3141 GARDEN RD (W*M #1287), BURLINGTON, NC 27215	336-584-3813
JODY L HAITHCOCK	3446 S. CHURCH STREET, BURLINGTON, NC 27215	336-585-0046
ADRIAN T SMITH	1904 WEST WEBB AVE, BURLINGTON, NC 27217	336-226-9288
ADRIAN T SMITH	1829 N CHURCH ST, BURLINGTON, NC 27215	336-227-3646
ADRIAN T SMITH	1471 UNIVERSITY DRIVE, BURLINGTON, NC 27215	336-584-4014
ADRIAN T SMITH	535 HUFFMAN MILL RD, BURLINGTON, NC 27215	336-584-7700
ROBERT A KELLEY	US HWY 19 E & COOPER ST, BURNSVILLE, NC 28714	828-682-2554
CHARLES M EDWARDS	702 CHAMPION DR, CANTON, NC 28716	828-235-1960
CHARLES M EDWARDS	CANTON SHOP CTR, 14 PLAZA LOOP, CANTON, NC 28716-4251	828-648-6399
WILLIAM H PURCELL	100 MANATEE ST, CAPE CARTERET, NC 28584	252-393-6710
DENNIS ANDERSON	220 LAKE PARK BLVD, CAROLINA BEACH, NC 28428	910-458-5918
FRANKLIN M BUTLER	950 MONROE STREET, CARTHAGE, NC 28237	910-947-6007
WILLIAM O RICHARDS	1831 WALNUT ST, CARY, NC 27511	919-233-0080
WILLIAM O RICHARDS	3494 KILDAIRE FARM RD, CARY, NC 27518	919-363-9960
WILLIAM O RICHARDS	1299 KILDARE FARM RD, CARY, NC 27511	919-469-3519
E. PAUL WILLOUGHBY, JR.	409 W FRANKLIN ST, CHAPEL HILL, NC 27516	919-967-5788
E. PAUL WILLOUGHBY, JR.	1748 N FORDHAM BLVD, CHAPEL HILL, NC 27514	919-969-7944
GEORGE S FORREST	2518 BEATTIES FORD RD, CHARLOTTE, NC 28216	704-392-1125
GEORGE S FORREST	2625 SOUTH BLVD, CHARLOTTE, NC 28209	704-523-7391
GEORGE S FORREST	3058 EASTWAY DR, CHARLOTTE, NC 28205	704-567-6549
GEORGE S FORREST	1201 W SUGAR CREEK RD, CHARLOTTE, NC 28213	704-596-7501
GEORGE S FORREST	6225 W. SUGAR CREEK RD., CHARLOTTE, NC 28269	704-921-0681
ANN FOX BAUM	200 S COLLEGE ST #311, CHARLOTTE, NC 28202	704-333-4478
ANN FOX BAUM	6428 FAIRVIEW RD, CHARLOTTE, NC 28210	704-362-0676
ANN FOX BAUM	14110 RIVERGATE PARKWAY, CHARLOTTE, NC 28273	704-504-2199
ANN FOX BAUM	8038 S TRYON ST, CHARLOTTE, NC 28273	704-588-4478
JOHN R HAIRSTON	6301 ALBEMARLE RD, CHARLOTTE, NC 28212	704-535-5355
JOHN R HAIRSTON	5800 E WT HARRIS BLVD, CHARLOTTE, NC 28215	704-567-9433
JOHN R HAIRSTON	8121 UNIVERSITY CITY BLVD, CHARLOTTE, NC 28213	704-596-0400
JOHN R HAIRSTON	1620 SARDIS RD, CHARLOTTE, NC 28209	704-844-9707
DAVID T POWELL, JR.	2820 BOYER ST, CHARLOTTE, NC 28208	704-394-0180
DAVID T POWELL, JR.	901 E ARROWWOOD RD, CHARLOTTE, NC 28217	704-522-0990
DAVID T POWELL, JR.	413 TYVOLA RD, CHARLOTTE, NC 28217	704-523-2779
DAVID T POWELL, JR.	4440 S TRYON ST, CHARLOTTE, NC 28210	704-523-6334
DAVID T POWELL, JR.	4343 PARK RD, CHARLOTTE, NC 28209	704-523-9777
ELENA RAMOS	1035 N WENDOVER, CHARLOTTE, NC 28211	704-365-2484
ELENA RAMOS	2301 CENTRAL AVE, CHARLOTTE, NC 28205	704-375-7587
ELENA RAMOS	2745 FREEDOM DR, CHARLOTTE, NC 28208	704-392-3694
CHONG H SAILE	1830 GALLERIA BLVD. (W*M #5063), CHARLOTTE, NC 28270	704-321-2333
CHONG H SAILE	7735 N TRYON ST (WM #2134), CHARLOTTE, NC 28262	704-549-0203
JEFFREY S STANTON	9725 CALLABRIDGE CT, CHARLOTTE, NC 28216	704-398-2221
RONNIE A THORNTON	5005 SUNSET LN, CHARLOTTE, NC 28269	704-596-0954
WILLIAM H PURCELL	100 WOODSIDE DR, CHERRY POINT, NC 28532	252-444-2269
ROBERT L COCHRAN	1000 E CHURCH ST, CHERRYVILLE, NC 28021	704-435-5678
FREDERICK G HUEBNER, III	11351 US 70 BUSINESS HIGHWAY WEST, CLAYTON, NC 27520	919-553-5480
RON BAILEY, JR.	2470 LEWISVILLE CLEMMONS RD, CLEMMONS, NC 27012	336-766-6509
E F CAISON, II	1429 SUNSET AVE, CLINTON, NC 28328	910-592-3631
E F CAISON, II	418 SOUTHEAST BLVD, CLINTON, NC 28328	910-592-8484
DAVID C HUNT	300 W. MILLS STREET, COLUMBUS, NC 28722	828-894-2827
CHONG H SAILE	2420 SUPER CENTER DRIVE (W*M#2005), CONCORD, NC 28025	704-784-2466
JOHN R LINK	1380 FAIRGROVE CHURCH RD, CONOVER, NC 28613	828-464-8551
JOHN R LINK	717 CONOVER BLVD, CONOVER, NC 28613	828-465-1611
JOHN R LINK	201 ZELKOVA CT-NW/NC HWY 16 (W*M #4224), CONOVER, NC 28613-8377	828-465-9709
MICHAEL O NEADER	20500 TORRENCE CHAPEL RD, CORNELIUS, NC 28031	704-892-8791
JEFFREY A ENDRUSICK	I 85 & HWY 56, CREEDMOOR, NC 27522	919-528-4055
BILL M TAYLOR	2859 CARATOKE HWY, CURRITUCK, NC 27929	252-232-2514
ROBERT A COCHRAN	171 NC HWY 16, DENVER, NC 28037	704-820-0508
ROBERT A MILLER	512 E. ATKINS STREET, DOBSON, NC 27017	336-386-8395
THOMAS P HAYNIE	1726 W CUMBERLAND, DUNN, NC 28334	910-892-5553

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN BRADLEY HUEBNER	1185 E. CUMBERLAND STREET, DUNN, NC 28334	910-891-1293
KEITH MANNING	3533 HILLSBOROUGH RD, DURHAM, NC 27705	919-383-6989
KEITH MANNING	3117 TOWER BLVD, DURHAM, NC 27707	919-490-6209
KEITH MANNING	4717 APEX HWY, DURHAM, NC 27713-2256	919-572-6646
KEITH MANNING	1708 NEW RALEIGH HWY, DURHAM, NC 27703	919-596-4610
KEITH MANNING	102 MORGAN ST, DURHAM, NC 27701	919-688-3070
KEITH MANNING	1010 N MIAMI BLVD, DURHAM, NC 27703	919-688-7389
KEITH MANNING	3844 S. ROXBORO STREET, DURHAM, NC 27713	919-484-0940
CHARLES A REID	2010 N. ROXBORO ROAD, DURHAM, NC 27704-4339	919-220-4074
CHARLES A REID	4301 ROXBORO RD (#6160), DURHAM, NC 27704	919-477-7954
WILLIAM O RICHARDS	06 BRYAN CTR, DURHAM, NC 27708	919-668-2404
E. PAUL WILLOUGHBY, JR.	204 W NC HWY 54, DURHAM, NC 27713	919-806-1345
ADRIAN T SMITH	640 S VAN BUREN RD, EDEN, NC 27288	336-627-1045
LISA MCKENZIE	310 VIRGINIA RD, EDENTON, NC 27932	252-482-8072
BILL M TAYLOR	105 TANGLEWOOD DRIVE, ELIZABETH CITY, NC 27909	252-335-0435
BILL M TAYLOR	1316 W EHRINGHAUS ST, ELIZABETH CITY, NC 27909	252-335-2261
BILL M TAYLOR	1321 N ROAD ST, ELIZABETH CITY, NC 27909	252-335-7122
CHARLES J SALEBRA	479 CC CAMP ROAD, ELKIN, NC 28621	336-526-1086
KENNETH RUST	500 NORTH WALNUT STREET, FAIRMONT, NC 28340	910-535-4166
JERRY DIXON JR.	3410 COOPERATIVE WAY, FARMVILLE, NC 27828	252-753-4064
JAMES W DAVIS	810 S REILLY RD, FAYETTEVILLE, NC 28314	910-864-9631
JOHN E PARKER III	3701 BRAGG BLVD & SYCAMORE DAIRY RD, FAYETTEVILLE, NC 28301	910-487-5252
JOHN E PARKER III	7770 GOOD MIDDLING DRIVE, FAYETTEVILLE, NC 28304	910-864-4411
JOHN E PARKER III	6779 RAEFORD RD, FAYETTEVILLE, NC 28303	910-868-9710
KENNETH RUST	5090 NC HIGHWAY 87 SOUTH, FAYETTEVILLE, NC 28306	910-485-7373
LEONARD SALEEBY	1903 OWEN DR, FAYETTEVILLE, NC 28309	910-485-1027
LISA SALEEBY-POWELL	3075 LEGION RD, FAYETTEVILLE, NC 28306	910-426-3357
LISA SALEEBY-POWELL	4115 RAEFORD RD, FAYETTEVILLE, NC 28304	910-484-3814
LISA SALEEBY-POWELL	542 GROVE ST, FAYETTEVILLE, NC 28301	910-484-8602
LISA SALEEBY-POWELL	2066 CEDAR CREEK RD, FAYETTEVILLE, NC 28301	910-485-7939
CHARLES M EDWARDS	101 COMMERCIAL BLVD, FLAT ROCK, NC 28731	828-692-4411
DAVID C HUNT	74 BYPASS TRI CITY MALL, FOREST CITY, NC 28043	828-245-1421
DAVID C HUNT	111 WELLS DR, FOREST CITY, NC 28043	828-245-8555
DORIS D HUEBNER	6163 US 301 SOUTH, FOUR OAKS, NC 27524	919-963-2739
FREDERICK G HUEBNER, III	1409 N. MAIN STREET, FUQUAY-VARINA, NC 27526	919-552-3190
JOHN BRADLEY HUEBNER	L-40 & HWY 42 (W*M #5743), GARNER, NC 27529	919-772-7265
FREDERICK G HUEBNER, III	50 GLEN RD, GARNER, NC 27529	919-662-7934
FREDERICK G HUEBNER, III	101 TIMBER DR, GARNER, NC 27529	919-662-9804
FREDERICK G HUEBNER, III	110 CARILLON DRIVE, GARNER, NC 27529	919-771-2441
FREDERICK G HUEBNER, III	1567 HWY 70 W, GARNER, NC 27529	919-772-9496
CHONG H SAILE	223 N. MYRTLE SCHOOL ROAD (W*M #5298), GASTONIA, NC 28052	704-861-0220
JEFFREY S STANTON	2115 UNION ROAD, GASTONIA, NC 28052	704-852-3861
JEFFREY S STANTON	1700 S YORK ST, GASTONIA, NC 28052	704-861-1078
JEFFREY S STANTON	1909 HOFFMAN ROAD, GASTONIA, NC 28056	704-867-1623
JERRY W DIXON	2002 WAYNE MEMORIAL DR, GOLDSBORO, NC 27530	919-734-3920
JERRY W DIXON	300 N BERKELEY BLVD, GOLDSBORO, NC 27530	919-778-5527
JERRY DIXON JR.	2740 S, US 117, GOLDSBORO, NC 27530	919-581-9483
JERRY DIXON JR.	1501 A WEST US 70 HIGHWAY, GOLDSBORO, NC 27530	919-583-8565
JERRY DIXON JR.	100 MOLLIE DRIVE, GOLDSBORO, NC 27534	919-778-6282
ADRIAN T SMITH	414 S MAIN STREET, GRAHAM, NC 27253-3356	336-226-3490
BILL M TAYLOR	6465 CARATOKE HIGHWAY, GRANDY, NC 27939	252-453-0139
CHRISTINE E NEVANT	36 PINWOOD ROAD, GRANITE FALLS, NC 28630	828-313-1236
COURTNEY T BARNHILL	4663 W MARKET ST, GREENSBORO, NC 27407	336-292-7837
ANTHONY P DELLIGATTI	4424 W WENDOVER AVE (WAL*MART #1842), GREENSBORO, NC 27407	336-299-2393
JODY L HAITHCOCK	3301 BATTLEGROUNDAVE, GREENSBORO, NC 27410	336-288-9107
SCOTT L LANG	706 COLLEGE RD, GREENSBORO, NC 27410	336-292-5824
SCOTT L LANG	4427 W WENDOVER RD, GREENSBORO, NC 27405	336-855-6318
SCOTT L LANG	7069 ALBERT PICK ROAD, GREENSBORO, NC 27409	336-883-0615
JAMES NORMAN SMITH	1101 SUMMIT AVE, GREENSBORO, NC 27405	336-274-7328
JAMES NORMAN SMITH	2620 BATTLEGROUNDA & CONE, GREENSBORO, NC 27410	336-282-8089
JAMES NORMAN SMITH	617 GREENVALLEY RD, GREENSBORO, NC 27408	336-855-3347
JIM W SMITH	508 PISGAH CHURCH RD, GREENSBORO, NC 27405	336-288-6658
JIM W SMITH	2720 RING ROAD (WM #3658), GREENSBORO, NC 27402	336-375-5510
JIM W SMITH	5701 INMAN & FLEMING, GREENSBORO, NC 27410	336-393-0073
JIM W SMITH	2001 E CONE BLVD, GREENSBORO, NC 27405	336-621-2037
JOHN L TART	2241 MARTIN LUTHER KING DR, GREENSBORO, NC 27406	336-273-5999
JOHN L TART	2347 RANDLEMAN RD, GREENSBORO, NC 27406	336-275-1180
JOHN L TART	121 W. ELMSLEY STREET (WM#5320), GREENSBORO, NC 27406	336-333-2590
JOHN L TART	4102 FERNHURST WAY, GREENSBORO, NC 27406	336-333-2618
JOHN L TART	3601 HIGH POINT RD, GREENSBORO, NC 27407	336-856-8807
JERRY DIXON JR.	1300 WEST ARLINGTON DR, GREENVILLE, NC 27834	252-321-1932
JERRY DIXON JR.	3702 S CHARLES BLVD., GREENVILLE, NC 27858	252-355-2822
JERRY DIXON JR.	2301 N. MEMORIAL DRIVE, GREENVILLE, NC 27834	252-551-6130
JERRY DIXON JR.	2116 SE GREENVILLE BLVD, GREENVILLE, NC 27858	252-752-1006
JERRY DIXON JR.	310 E 10TH ST, GREENVILLE, NC 27658	252-752-1119
JERRY DIXON JR.	3000 LANDMARK ST, GREENVILLE, NC 27834	252-756-3121
JERRY DIXON JR.	632 N MEMORIAL DR, GREENVILLE, NC 27834	252-758-1111

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIM DENNY	HOOVER ROAD & HWY 17, HAMPSTEAD, NC 28443	910-270-1171
JOHN R HAIRSTON	6700 KEE LANE, HARRISBURG, NC 28075	704-455-7850
WILLIAM H PURCELL	1221 E MAIN ST, HAVELOCK, NC 28532	252-444-2608
WILLIAM H PURCELL	511 HWY 70 W, HAVELOCK, NC 28532	252-444-2788
SUSAN M BORROW-NICHOLS	US 64 & SR 69, HAYESVILLE, NC 28904	828-389-2600
ANDREA ENDRUSICK	1421 E ANDREWS AVE, HENDERSON, NC 27536	252-436-0295
ANDREA ENDRUSICK	1695 DABNEY DR, HENDERSON, NC 27536	252-492-5555
KEITH MANNING	I-85 & DABNEY DR (W*M #2256), HENDERSON, NC 27536	252-433-8422
CHARLES M EDWARDS	250 HIGHLANDS SQUARE DR (W*M #1242), HENDERSONVILLE, NC 28792	828-692-7881
CHARLES M EDWARDS	630 SPARTANBURG HWY, HENDERSONVILLE, NC 28792	828-697-1672
CHARLES M EDWARDS	1909 FOUR SEASONS BLVD, HENDERSONVILLE, NC 28739	828-697-6493
BILL M TAYLOR	303 OCEAN HWY S PERQUIMANS CENTRE BOX 3, HERTFORD, NC 27944	252-426-1779
JOHN R LINK	2525 HWY 70, SE (W*M #948), HICKORY, NC 28602	828-261-9992
JOHN R LINK	15 US HWYS 64 ALT 70 SE, HICKORY, NC 28601	828-322-4700
JOHN R LINK	170 HWY 321 NW, HICKORY, NC 28601	828-345-1355
CHRISTINE E NEVANT	2251 HWY 70 SE, HICKORY, NC 28602	828-324-9905
PHILIP P VINEYARD	2511 N CENTER ST, HICKORY, NC 28601	828-322-2081
ANTHONY P DELLIGATTI	2738 S MAIN ST, HIGH POINT, NC 27263	336-887-6011
HERSCHEL D KING	114 GREENSBORO RD, HIGH POINT, NC 27260	336-882-3611
HERSCHEL D KING	1901 N MAIN ST, HIGH POINT, NC 27262	336-882-9824
HERSCHEL D KING	930 MALL LOOP RD, HIGH POINT, NC 27262	336-883-1532
HERSCHEL D KING	2312 WESTCHESTER DRIVE, HIGH POINT, NC 27262	336-889-6966
HERSCHEL D KING	3885 JOHN GORDON LN, HIGH POINT, NC 27265	336-889-9369
E. PAUL WILLOUGHBY, JR.	501 HAMPTON POINT BLVD (W*M #1191), HILLSBOROUGH, NC 27278	919-732-5870
E. PAUL WILLOUGHBY, JR.	400 E CHURTON ST EXT, HILLSBOROUGH, NC 27278	919-732-9898
DORIS D HUEBNER	7100 GB ALFORD HIGHWAY, HOLLY SPRINGS, NC 27540	919-552-4071
LISA SALEEBY-POWELL	3000 NORTH MAIN STREET, HOPE MILLS, NC 28348-1722	910-425-5329
ROBERT L COCHRAN	14220 BOREN STREET, HUNTERSVILLE, NC 28078	704-875-9020
ROBERT A COCHRAN	16834 STATESVILLE RD, HUNTERSVILLE, NC 28078	704-896-4930
HEATHER JOYNER	PO BOX 910, 7841 OLD NC 10, ICARD, NC 28666	828-397-5633
JOHN R HAIRSTON	6501 MONROE ROAD, INDIAN TRAIL, NC 28079	704-226-9436
ANTHONY RAMOS	303 UNIONVILLE INDIAN TRAIL RD, INDIAN TRAIL, NC 28079	704-893-2899
HERSCHEL D KING	1240 GUILFORD COLLEGE ROAD, JAMESTOWN, NC 27282	336-834-9585
CHARLES J SALEBRA	I 77 & NC 67, JONESVILLE, NC 28642	336-526-4308
WILLIAM AUSTIN	350 S CANNON BLVD, KANNAPOLIS, NC 28081	704-933-9554
DANIEL M MARTIN	400 S CHURCH ST, KENLY, NC 27542	919-284-1015
SCOTT L LANG	1400 HEARTLAND DR, KERNERSVILLE, NC 27284	336-993-7272
JOHN T NASH, JR.	840 S MAIN ST, KERNERSVILLE, NC 27284	336-996-4611
BILL M TAYLOR	1603 S CROATAN HWY, KILL DEVIL HILL, NC 27948	252-441-3349
DICKIE E BRITT	721 S. MAIN STREET, KING, NC 27021	336-983-3546
ROBERT L COCHRAN	I-85 AND HWY 161, KINGS MOUNTAIN, NC 28086	704-734-1550
ROBERT L COCHRAN	1013 SHELBY RD, KINGS MOUNTAIN, NC 28086	704-739-4463
JERRY W DIXON	110 W VERNON AVE, KINSTON, NC 28501	252-523-6665
JERRY DIXON JR.	4194 W. VERNON AVENUE, KINSTON, NC 28504	252-208-0045
JERRY DIXON JR.	612 E. NEW BERN ROAD, KINSTON, NC 28501	252-523-8925
BILL M TAYLOR	5336 N CROATAN HWY, KITTY HAWK, NC 27949	252-261-6114
WILLIAM HOLDER	7141 KNIGHTDALE BLVD, KNIGHTDALE, NC 27545	919-266-6700
JOSE R HERNANDEZ	1304 S MAIN ST, LAURINBURG, NC 28352	910-276-8300
DENNIS ANDERSON	108 VILLAGE RD, LELAND, NC 28451	910-371-3112
DENNIS ANDERSON	1111 NEW POINT BOULEVARD, LELAND, NC 28451	910-383-2222
JOHN R LINK	110 MORGANTON BLVD, LENOIR, NC 28645	828-758-4428
RON BAILEY, JR.	6421 OLD US HWY 52, LEXINGTON, NC 27295	336-731-4379
ANTHONY P DELLIGATTI	1430 COTTON GROVE ROAD (W*M #1322), LEXINGTON, NC 27292	336-224-1782
CARL R HUNNICUTT	812 WINSTON RD, LEXINGTON, NC 27295	336-249-3464
CARL R HUNNICUTT	1708 COTTON GROVE RD, LEXINGTON, NC 27292	336-357-5007
THOMAS P HAYNIE	102 W CORNELIUS HARNETT BLVD, LILLINGTON, NC 27546	910-893-5049
RONNIE A THORNTON	1878 W. MAIN STREET, LOCUST, NC 28097	704-888-1625
STEPHEN L FORDHAM	US 401 BECKETT BLVD, LOUISBURG, NC 27549	919-496-2667
KENNETH RUST	2900 W 5TH ST, LUMBERTON, NC 28358	910-738-3962
KENNETH RUST	2680 ROBERTS AVE, LUMBERTON, NC 28358	910-738-7055
JOHN T NASH, JR.	720 N HWY ST, MADISON, NC 27025	336-427-5302
BILL M TAYLOR	515 S VIRGINIA DARE RD, MANTEO, NC 27954	252-473-5737
ROBERT A KELLEY	600 NEW WEST HENDERSON ST, MARION, NC 28752	828-652-4900
ROBERT A KELLEY	1222 HIGHWAY 70 WEST, MARION, NC 28752	828-659-3302
JOHN R HAIRSTON	9607 E INDEPENDENCE BLVD, MATTHEWS, NC 28079	704-847-0650
JOHN R HAIRSTON	14522 LAWYERS RD, MATTHEWS, NC 28104	704-882-4182
KAREN E GAINIEY	6675 NC HIGHWAY 135, MAYODAN, NC 27048	336-427-3301
CLIFFORD E HALEY, III	1050 MEBANE OAKS ROAD, MEBANE, NC 27302	919-563-4320
ADRIAN T SMITH	1342 TROLLINGWOOD RD, MEBANE, NC 27302	919-304-4393
JOHN R HAIRSTON	9150 LAWYERS RD, MINT HILL, NC 28227	704-545-6210
CRAIG G POPPE	1440 YADKINVILLE RD, MOCKSVILLE, NC 27028	336-751-1818
ANTHONY RAMOS	2406 W ROOSEVELT BLVD (W*M #877), MONROE, NC 28110	704-292-7872
MICHAEL O NEADER	109 LIMERICK DRIVE, MOORESVILLE, NC 28115	704-663-3773
MICHAEL O NEADER	1090 BRAWLEY SCHOOL ROAD, MOORESVILLE, NC 28117	704-664-0983
MICHAEL O NEADER	499 RIVER HWY, MOORESVILLE, NC 28115	704-799-1947
MICHAEL O NEADER	107 GATEWAY BLVD, MOORESVILLE, NC 28115	704-799-2683
WILLIAM H PURCELL	5167 US HWY 70 WEST, MOREHEAD CITY, NC 28557	252-247-0372

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM H PURCELL	300 HIGHWAY 24 / WAL-MART, MOREHEAD CITY, NC 28557-2551	252-247-5564
HEATHER JOYNER	2211 S STERLING ST, MORGANTON, NC 28655	828-433-9919
HEATHER JOYNER	901 W UNION, MORGANTON, NC 28655	828-437-8550
JOHN K MASON	11124 CHAPEL HILL ROAD(W*M#4250), MORRISVILLE, NC 27560	919-941-5180
JERRY DIXON JR.	101 N.C. 55 EAST, MOUNT OLIVE, NC 28365	919-658-5355
KAREN E GAINNEY	307 N ANDY GRIFFITH PARKWAY, MT. AIRY, NC 27030	336-789-5848
CHARLES J SALEBRA	1916 ROCKFORD ST, MT. AIRY, NC 27030	336-786-7679
CHARLES J SALEBRA	508 RENFRO ST, MT. AIRY, NC 27030	336-789-0402
JEFFREY S STANTON	HIGHWAY 273, 704 S. MAIN STREET, MT. HOLLY, NC 28120	704-827-7879
BILL M TAYLOR	800 E MAIN ST, MURFREESBORO, NC 27855	252-398-5276
JAMES F SHARER	500 HIAWASSEE ST, MURPHY, NC 28906	828-837-7093
BARRY TRAUB	501 W WASHINGTON, NASHVILLE, NC 27856	252-459-3073
WILLIAM H PURCELL	2831 NEUSE BLVD, NEW BERN, NC 28562	252-514-2762
WILLIAM H PURCELL	1921 NEUSE BLVD, NEW BERN, NC 28560	252-633-3320
WILLIAM H PURCELL	1002 E USHY 70, NEW BERN, NC 28560	252-637-8061
WILLIAM H PURCELL	1703 RED ROBIN LN, NEW BERN, NC 28562	252-638-5599
HEATHER JOYNER	461 PINEOLA, NEWLAND, NC 28657	828-733-0032
E F CAISON, II	1501 HARNETT DUNN HWY, NEWTON GROVE, NC 28366	910-594-1699
HEATHER JOYNER	1430 2ND ST, NORTH WILKESBORO, NC 28659	336-667-8524
SCOTT L LANG	8000-G MARKET PLACE DRIVE, OAK RIDGE, NC 27310	336-644-8951
DONALD T RASNICK	I 40 AT BAT CAVE ROAD, OLD FORT, NC 28762	828-668-9531
ANDREA ENDRUSICK	115 GRANVILLE CORNERS, OXFORD, NC 27565	919-693-6622
KENNETH RUST	801 WEST THIRD STREET, PEMBROKE, NC 28372	910-775-9105
VIRGINIA L WHAN	731 S KEY ST, PILOT MOUNTAIN, NC 27041	336-368-4608
CHONG H SAILE	11025 CAROLINA PARKWAY, PINEVILLE, NC 28134	704-752-0370
E. PAUL WILLOUGHBY, JR.	36 LOWE'S DRIVE, PITTSBORO, NC 27312	919-545-0505
LISA MCKENZIE	432 US HWY 64 EAST, PLYMOUTH, NC 27962	252-793-9311
JAMES W DAVIS	111-A 401 BYPASS, RAEFORD, NC 28376	910-904-0333
YVETTE CHARLESWORTH-CHRISTIANSON	BRIER CREEK PARKWAY, RALEIGH, NC 27560	919-806-1114
YVETTE CHARLESWORTH-CHRISTIANSON	9698 FALLS OF NEUSE RD, RALEIGH, NC 27615	919-845-5502
YVETTE CHARLESWORTH-CHRISTIANSON	8305 CREEDMOOR RD, RALEIGH, NC 27613	919-847-8111
GAFFNEY W GUNTER	4121 BLUE RIDGE RD, RALEIGH, NC 27612	919-510-5255
GAFFNEY W GUNTER	4325 GLENWOOD, RALEIGH, NC 27612	919-782-8240
GAFFNEY W GUNTER	4413 CAPITAL BLVD, RALEIGH, NC 27604	919-878-0155
GAFFNEY W GUNTER	3026 CAPITAL BLVD, RALEIGH, NC 27604	919-878-0701
GAFFNEY W GUNTER	6250 CAPITAL BLVD, RALEIGH, NC 27616	919-878-5907
GAFFNEY W GUNTER	5016-101 SPRING FOREST ROAD, RALEIGH, NC 27616	919-954-8880
GAFFNEY W GUNTER II	5959 TRIANGLE TOWN BLVD., FC 1112, RALEIGH, NC 27616	919-792-2566
GAFFNEY W GUNTER II	7301 SIX FORKS ROAD, RALEIGH, NC 27615	919-846-9902
GAFFNEY W GUNTER II	8031 OLD WAKE FOREST RD WM#4484, RALEIGH, NC 27616	919-878-7173
WILLIAM HOLDER	1700 TRAWICK RD, RALEIGH, NC 27604	919-231-6205
WILLIAM HOLDER	3424 POOLE RD, RALEIGH, NC 27610	919-250-0072
DORIS D HUEBNER	6320 BATTLE BRIDGE ROAD, RALEIGH, NC 27610	919-773-4124
FREDERICK G HUEBNER, III	7991 FAYETTEVILLE RD, RALEIGH, NC 27603	919-772-4850
PAMELA J HUTCHESON	2900 WAKEFIELD PINES DRIVE, RALEIGH, NC 27587	919-556-8677
CAROL A MARTIN	LEESVILLE ROAD, RALEIGH, NC 27613	919-841-9282
CAROL A MARTIN	6213 FALLS OF NEUSE, RALEIGH, NC 27609	919-878-0085
JOHN K MASON	4431 NEW BERN AVE. (W*M #5292), RALEIGH, NC 27604	919-231-3242
JOHN K MASON	4221 CRAFTSMAN (W*M #2058), RALEIGH, NC 27609	919-713-0903
JOHN K MASON	10050 GLENWOOD AVE (W*M #5118), RALEIGH, NC 27617	919-957-8404
CHARLES A REID	2801 OLD WAKE FOREST RD, RALEIGH, NC 27609	919-821-3297
WILLIAM O RICHARDS	3810 LAKE BOONE TRL, RALEIGH, NC 27627	919-781-0504
WILLIAM O RICHARDS	3508 MILLBROOK RD, RALEIGH, NC 27613	919-781-3702
WILLIAM O RICHARDS	3710 WESTERN BLVD, RALEIGH, NC 27606	919-833-7882
WILLIAM O RICHARDS	416 OBERLIN RD, RALEIGH, NC 27610	919-833-9101
EDWARD WILLS	105 E SOUTH ST, RALEIGH, NC 27602	919-833-7800
EDWARD WILLS	703 W PEACE ST, RALEIGH, NC 27605	919-833-9875
JAMES L HERNANDEZ	613 E 4TH AVE, RED SPRINGS, NC 28377	910-843-2095
ANTHONY P DELLIGATTI	665 S SCALES ST, REIDSVILLE, NC 27320	336-349-2224
RONNIE A THORNTON	121 N. HIGHWAY 49, RICHFIELD, NC 28137	704-463-1515
JOSEPH D POWELL JR.	101 ROANOKE AVE, ROANOKE RAPIDS, NC 27619	252-519-0100
JOSEPH D POWELL JR.	251 PREMIER BLVD (W*M #1502), ROANOKE RAPIDS, NC 27870	252-519-0600
JOSEPH D POWELL JR.	1515 JULIAN R. ALLSBROOK HWY, ROANOKE RAPIDS, NC 27870	252-535-2130
JAMES F SHARER	374 RODNEY ORR BYPASS, ROBBINSVILLE, NC 28771	828-479-6776
BARRY TRAUB	714 N MAIN ST, ROBERSONVILLE, NC 28771	252-795-5800
JEROME C DAVIS	720 E BROAD ST, SUITE B, W*M #1010, ROCKINGHAM, NC 28379	910-205-1035
JEROME C DAVIS	1304 E BROAD AVE TRI CITY, ROCKINGHAM, NC 28379	910-997-2689
WILLIAM AUSTIN	8775 HWY 52 (MAIN STREET), ROCKWELL, NC 28138	704-279-1602
BARRY TRAUB	1511 BENEVUE RD (W*M #1197), ROCKY MOUNT, NC 27804	252-442-0438
BARRY TRAUB	950 N WESLEYAN BLVD, ROCKY MOUNT, NC 27804	252-443-1929
BARRY TRAUB	2640 SUNSET BLVD, ROCKY MOUNT, NC 27801	252-443-6102
BARRY TRAUB	USHY 64 & FAIRVIEW RD, ROCKY MOUNT, NC 27801	252-446-6102
BARRY TRAUB	3752 WESLEYAN BLVD, ROCKY MOUNT, NC 27809	252-446-7711
BARRY TRAUB	749 SOUTH WESLEYAN BOULEVARD, ROCKY MOUNT, NC 27803	252-977-9704
TIM DENNY	13545 NC HIGHWAY 210, ROCKY POINT, NC 28457	910-602-7795
CAROL A MARTIN	415 S MAIN ST, ROLESVILLE, NC 27571	919-556-7686
MARGARET RUSS HOLLER	737 N MADISON BLVD, ROXBORO, NC 27573	336-599-6779

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KEITH MANNING	1049-A OLD DURHAM RD (W*M #1288), ROXBORO, NC 27573	336-597-9237
VIRGINIA L WHAN	1040 BETHANIA DRIVE, RURAL HALL, NC 27045	336-969-1886
WILLIAM AUSTIN	1957 JAKE ALEXANDER, SALISBURY, NC 28147	704-633-8006
WILLIAM AUSTIN	704 E INNES ST, SALISBURY, NC 28144	704-637-2371
WILLIAM AUSTIN	601 JAKE ALEXANDER BLVD, SALISBURY, NC 28144	704-638-9007
NICOLE R WARING	701 MAIN STREET, SCOTLAND NECK, NC 27874	252-826-5301
DANIEL M MARTIN	335 USHY 70 E, SELMA, NC 27576	919-965-8379
FRANKLIN M BUTLER	4191 NC HIGHWAY 211, SEVEN LAKES, NC 27376	910-673-2489
DENNIS ANDERSON	4636 MAIN ST, SHALLOTTE, NC 28459	910-754-5166
ROBERT L COCHRAN	206 EAST DIXON BLVD, SHELBY, NC 28150	704-487-1426
ROBERT L COCHRAN	2001 E CLEVELAND MALL, SHELBY, NC 28150	704-487-8855
FREDERICK G HUEBNER, III	884 W MARKET ST, SMITHFIELD, NC 27577	919-934-9306
DANIEL M MARTIN	1209 BRIGHTLEAF BLVD, SMITHFIELD, NC 27577	919-934-3588
JERRY DIXON JR.	1033 KINGOLD BLVD, SNOW HILL, NC 28580	252-747-7231
DENNIS ANDERSON	4992 LONG BEACH RD SE, SOUTHPORT, NC 28461	910-457-9410
DAVID C HUNT	810 W MAIN ST, SPINDALE, NC 28160	828-287-5247
ROBERT A KELLEY	NC HIGHWAY 226 SOUTH, SPRUCE PINE, NC 28777	828-765-0309
KENNETH RUST	921 W BROAD ST, ST. PAULS, NC 28384	910-865-2891
JOHN R HAIRSTON	4405 POTTER RD, STALLINGS, NC 28104	704-821-6784
MICHAEL O NEADER	975 GLENWAY DR, STATESVILLE, NC 28677	704-871-8545
MICHAEL O NEADER	110 SIGNAL HILL DR, STATESVILLE, NC 28677	704-872-4549
MICHAEL O NEADER	3201 TAYLORSVILLE HIGHWAY, STATESVILLE, NC 28625	704-872-6718
DENNIS ANDERSON	7105 OCEAN HWY SW, SUNSET BEACH, NC 28468-6104	910-575-2818
TIM DENNY	13481 NC HWY 50, SURF CITY, NC 28445	910-329-0495
BARRY TRAUB	1500 WESTERN BLVD, TARBORO, NC 27886	252-823-0966
JOHN R HARRELL	535 W MAIN AVE, TAYLORSVILLE, NC 28681	828-632-2004
ANTHONY P DELLIGATTI	1585 LIBERTY DR (WALMART #3503), THOMASVILLE, NC 27360	336-476-9260
JOHN M HUNNICUTT	1019 RANDOLPH ST, THOMASVILLE, NC 27360	336-475-9718
MICHAEL O NEADER	1035 CHARLOTTE HIGHWAY, TROUTMAN, NC 28166	704-528-9222
KEITH MANNING	322 ALBEMARLE RD, TROY, NC 27371	910-576-2120
HEATHER JOYNER	443 MAIN ST W, VALDESE, NC 28690	828-879-9363
JEROME C DAVIS	1114 CASWELL ST, WADESBORO, NC 28170	704-694-4727
GAFFNEY W GUNTER II	1001 FORESTVILLE ROAD, WAKE FOREST, NC 27587	919-554-8094
PAMELA J HUTCHESON	865 DURHAM RD, WAKE FOREST, NC 27587	919-554-1095
DICKIE E BRITT, II	5226 REIDSVILLE ROAD, WALKERTOWN, NC 27051	336-595-3173
E F CAISON, II	5709 NC HIGHWAY 41 SOUTH, WALLACE, NC 28466	910-285-5064
E F CAISON, II	2670 NC HWY 24 WEST, WARSAW, NC 28398	910-293-7305
WILLIAM H PURCELL	1408 CAROLINA AVE, WASHINGTON, NC 27889	252-940-1501
WILLIAM HOLDER	2900 WENDELL BLVD, WENDELL, NC 27591	919-365-3625
DONALD R MOORE	11 ASHEMONT DR, WEST JEFFERSON, NC 28694	336-246-3061
KENNETH RUST	1110 N. JK POWELL BOULEVARD, WHITEVILLE, NC 28472	910-640-2170
KENNETH RUST	1408 S MADISON ST, WHITEVILLE, NC 28472	910-642-6871
JODY L HAITHCOCK	6401 BURLINGTON ROAD, HWY 70, WHITSETT, NC 27377	336-449-0790
RONALD P DILLINGHAM	748 CASINO TRAIL, WHITTIER, NC 28789	828-497-3535
HEATHER JOYNER	1838 WINKLER ST, WILKESBORO, NC 28697	336-667-7401
NICOLE R WARING	823 EAST BLVD, WILLIAMSTON, NC 27892	252-792-1505
DENNIS ANDERSON	1415 COMMONWEALTH AVE, WILMINGTON, NC 28403	910-256-2730
DENNIS ANDERSON	6860 MARKET ST, WILMINGTON, NC 28411	910-392-6757
DENNIS ANDERSON	822 S COLLEGE RD, WILMINGTON, NC 28403	910-395-4627
DENNIS ANDERSON	4301 MARKET ST, WILMINGTON, NC 28405	910-762-6601
DENNIS ANDERSON	2541 CASTLE HAYNE RD, WILMINGTON, NC 28405	910-763-9222
DENNIS ANDERSON	6404 CAROLINA BEACH RD, WILMINGTON, NC 28409	910-791-8008
DENNIS ANDERSON	5210 S COLLEGE RD, WILMINGTON, NC 28412	910-799-4561
DENNIS ANDERSON	2543 CAROLINA BEACH RD, WILMINGTON, NC 28401	910-799-6970
TIM DENNY	2702 S COLLEGE RD (LONG LEAF), WILMINGTON, NC 28412	910-799-0024
JOSEPH D POWELL JR.	1454 TARBORO STREET, WEST, WILSON, NC 27893	252-237-8494
JOSEPH D POWELL JR.	2802 RALEIGH RD NW, WILSON, NC 27893	252-243-7077
JOSEPH D POWELL JR.	5028 US HWY 264 WEST, WILSON, NC 27893	252-246-0287
BARRY TRAUB	4816 WARD BLVD, WILSON, NC 27893	252-291-3344
BARRY TRAUB	2100 W NASH ST, WILSON, NC 27893	252-291-7041
CHONG H SAILLE	4003 USHY 74 E, WINGATE, NC 28174	704-233-1700
RON BAILEY, JR.	780 MARTIN LUTHER KING DR, WINSTON SALEM, NC 27101	336-721-1735
RON BAILEY, JR.	195 AKRON DR, WINSTON SALEM, NC 27105	336-722-2761
RON BAILEY, JR.	290 S STRATFORD RD, WINSTON SALEM, NC 27103	336-725-4999
RON BAILEY, JR.	12292 NC HIGHWAY 150, WINSTON SALEM, NC 27127	336-764-3402
RON BAILEY, JR.	426 JONESTOWN RD, WINSTON SALEM, NC 27104	336-774-0773
RON BAILEY, JR.	1460 TRADEMART BLVD, WINSTON SALEM, NC 27107	336-785-9190
RON BAILEY, JR.	1330 W. CLEMMONSVILLE ROAD EXTENSION, WINSTON SALEM, NC 27127	336-788-0965
DICKIE E BRITT, II	2900 REYNOLDA RD, WINSTON SALEM, NC 27106	336-723-1396
DICKIE E BRITT, II	110 HANES MALL CIR, WINSTON SALEM, NC 27103	336-765-4085
DICKIE E BRITT, II	3401 ROBINHOOD RD, WINSTON SALEM, NC 27106	336-774-1625
DICKIE E BRITT, II	2060 VILLAGE LINK ROAD, WINSTON SALEM, NC 27106	336-922-1030
CHARLES J SALEBRA	320 EAST HANES MILL RD(WM#1849)SATELLITE, WINSTON SALEM, NC 27105	336-377-2554
VIRGINIA L WHAN	5998 UNIVERSITY PKY, WINSTON SALEM, NC 27105	336-377-9416
DICKIE E BRITT, II	7742 NORTH POINT BOULEVARD, WINSTON-SALEM, NC 27106	336-759-0090
JERRY DIXON JR.	4125 S. MEMORIAL DRIVE, WINTERVILLE, NC 28590	252-756-0214
CHRISTINE A POPPE	HWY 601 & 421, YADKINVILLE, NC 27055	336-679-2834

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARGARET RUSS HOLLER	HWY 86/158, YANCEYVILLE, NC 27379	336-694-6977
PAMELA J HUTCHESON	1110 US HIGHWAY 1, YOUNGSRVILLE, NC 27596	919-569-9953
DORIS D HUEBNER	141 WAKELON ST, ZEBULON, NC 27597	919-269-6650
DENNIS J SOTEBEER	2631 STATE ST, BISMARCK, ND 58501-0668	701-221-2908
DENNIS J SOTEBEER	150 BISMARCK EXPY, BISMARCK, ND 58501-5086	701-222-3957
DENNIS J SOTEBEER	1535 BURNT BOAT DR, BISMARCK, ND 58501	701-224-8876
DENNIS J SOTEBEER	605 E MAIN AVE, BISMARCK, ND 58501-4458	701-258-3625
DENNIS J SOTEBEER	4000 E DIVIDE DR, BISMARCK, ND 58501	701-355-4429
BRIAN E LIND	124 4TH ST SW, DEVILS LAKE, ND 58301	701-662-3285
MICHAEL O KELLEY	212 MUSEUM DR, DICKINSON, ND 58601-3932	701-483-0345
STEVEN D LIND	1220 19TH AVE N, FARGO, ND 58102	701-232-8480
STEVEN D LIND	2424 S UNIVERSITY DR, FARGO, ND 58103-5735	701-232-8636
STEVEN D LIND	905 MAIN AVE, FARGO, ND 58103-8200	701-235-8489
STEVEN D LIND	3220 39TH ST S, FARGO, ND 58104	701-281-0481
STEVEN D LIND	4501 19TH AVE SW, FARGO, ND 58103	701-281-2348
STEVEN D LIND	1001 38TH ST S, FARGO, ND 58106-2114	701-282-5796
STEVEN D LIND	3902 13TH AVE SW, FARGO, ND 58106	701-433-7275
MICHAEL M O'KEEFE	2910 32ND AVE, GRAND FORKS, ND 58201-6024	701-772-2410
WILLIAM O'KEEFE	4340 GATEWAY DR, GRAND FORKS, ND 58201	701-746-7980
WILLIAM O'KEEFE	1125 S WASHINGTON ST, GRAND FORKS, ND 58201-5430	701-772-0231
BRIAN E LIND	817 20TH ST SW, JAMESTOWN, ND 58401-6132	701-252-9538
DENNIS J SOTEBEER	2601 MEMORIAL HWY SE, MANDAN, ND 58554	701-663-0353
DENNIS J SOTEBEER	711 S BROADWAY, MINOT, ND 58701	701-852-2310
DENNIS J SOTEBEER	1400 24TH AVE SW, MINOT, ND 58701-6903	701-852-2389
MICHAEL J STEEN	105 N 12TH ST, WAHPETON, ND 58075-4135	701-642-5441
STEVEN D LIND	501 MAIN AVE E, WEST FARGO, ND 58078-1929	701-281-9092
MICHAEL O KELLEY	2222 2ND AVE W, WILLISTON, ND 58801-3410	701-572-2364
JOSE C AYUYU	BEACH ROAD, SAIPAN, MP 96950	670-233-8577
JOSE C AYUYU	CHALAN PALE ARNOLD HIGHWAY, SAIPAN, MP 96950	670-235-8577
JERRY A LEWIS	132 SOUTH MAIN STREET, ADA, OH 45810	419-634-9540
JOHN C BLICKLE	390 W MARKET ST, AKRON, OH 44303-2027	330-376-5942
JOHN C BLICKLE	246 EAST EXCHANGE, AKRON, OH 44304	330-376-7324
JOHN C BLICKLE	801 WOLF LEDGES PARKWAY, AKRON, OH 44311-2002	330-434-2208
JOHN C BLICKLE	1349 E TALLMADGE AVE, AKRON, OH 44310	330-633-1825
JOHN C BLICKLE	3225 ARLINGTON RD, AKRON, OH 44312-5215	330-644-1085
JOHN C BLICKLE	946 E WATERLOO RD, AKRON, OH 44306-3928	330-724-5126
JOHN C BLICKLE	2021 E MARKET ST, AKRON, OH 44305	330-733-3666
JOHN C BLICKLE	1230 CANTON RD, AKRON, OH 44312-3321	330-784-5320
JOHN C BLICKLE	1720 W EXCHANGE ST, AKRON, OH 44313-7662	330-836-2951
JOHN C BLICKLE	1810 MERRIMAN RD, AKRON, OH 44313-5284	330-836-6021
JOHN C BLICKLE	1650 COPLEY RD, AKRON, OH 44320-2537	330-836-8889
C THOMAS LOCKE, JR.	3273 MANCHESTER ROAD, AKRON, OH 44319-1408	330-644-2171
C THOMAS LOCKE, JR.	5165 MANCHESTER RD, AKRON, OH 44319-3911	330-645-6686
C THOMAS LOCKE, JR.	2363 ROMIG RD, AKRON, OH 44320-3824	330-753-9748
ROSANNE PEREZ	578 E MARKET ST, AKRON, OH 44304-1660	330-762-7747
GAETANO M CECCHINI	2496 W STATE ST, ALLIANCE, OH 44601	330-821-4441
GAETANO M CECCHINI	721 E STATE ST, ALLIANCE, OH 44601-4915	330-823-5308
GLORIA NODAY	1259-1/2 OHIO PIKE, AMELIA, OH 45102-1242	513-753-6100
MICHAEL PAYNE	350 E MAIN PO BOX 1406, ANDOVER, OH 44003-9701	440-293-6233
JAMES D RIVELLO	1100 S DEFIANCE STREET, ARCHBOLD, OH 43502-1618	419-445-0541
ALLEN D SMITH	918 LAKE AVE, ASHTABULA, OH 44004-2926	440-964-7800
ALLEN D SMITH	2424 E PROSPECT, ASHTABULA, OH 44004-6358	440-998-7400
CHRISTOPHER CIELEC	399 RICHLAND AVE, ATHENS, OH 45701	740-592-1656
CHRISTOPHER CIELEC	922 E STATE ST, ATHENS, OH 45701	740-592-4575
MARGO A KAROS	199 W GARFIELD, AURORA, OH 44202-8859	330-562-7399
ALLEN D SMITH	2849 GH DR, AUSTINBURG, OH 44010	440-275-3034
HERBERT WASHINGTON	1150 N CANFIELD NILES RD, AUSTINTOWN, OH 44515	330-544-5132
HERBERT WASHINGTON	5526 MAHONING AVE, AUSTINTOWN, OH 44515	330-792-6410
HERBERT WASHINGTON	1709 S RACCOON RD, AUSTINTOWN TOWNSHIP, OH 44511	330-792-0527
DAVID STILES	39100 COLORADO AVE, AVON, OH 44011-1056	440-934-6953
DAVID STILES	32799 WALKER RD, AVON LAKE, OH 44012-1442	440-933-2738
MARGO A KAROS	17638 CHILICOTHE RD, BAINBRIDGE, OH 44023	440-543-4817
MELONEY G KAROS	7195 KENT RD, BAINBRIDGE, OH 44023	330-562-0934
JOHN C BLICKLE	500 W TUSCARAWAS AVE, BARBERTON, OH 44203-2545	330-745-3681
ROSS H STOLTZ	825 E MAIN ST, BARNESVILLE, OH 43713	740-425-1554
JERRY A LEWIS	427 E. MAIN ST., I-75 EXIT 135, BEAVERDAM, OH 45808	419-643-8500
JOSHUA GREENE	25640 MILES RD, BEDFORD HEIGHTS, OH 44128	216-591-9827
AMANDA L MOORE	300 28TH ST, BELLAIRE, OH 43906	740-671-9044
EDWARD J DONNELLY	1780 S MAIN ST., BELLEFONTAINE, OH 43311-1510	937-592-0070
EDWARD J DONNELLY	1127 N MAIN ST, BELLEFONTAINE, OH 43311	937-593-6237
THOMAS R HUMBARO	100 MCDONALDS DR, BELLEVUE, OH 44811-9633	419-483-2215
JEFFREY S MONICA	850 SR 97, BELLVILLE, OH 44813	419-886-3505
ROSS H STOLTZ	66640 BEL-MOR ROAD, BELMONT, OH 43718	740-782-1277
TERRY L NEMESSEK	1010 WASHINGT ON BLVD, BELPRE, OH 45714	740-423-0024
BARBARA A MALAFARINA	350 W BAGLEY RD, BEREAL, OH 44017-1348	440-239-0882
GLORIA NODAY	625 W PLANE ST, BETHEL, OH 45106-9573	513-734-3466
REGINA A BOTT	223 5TH ST, BEVERLY, OH 45715	740-984-2278

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LEIGH JONES	201 W MAIN ST, BLANCHESTER, OH 45107	937-783-5609
JERRY A LEWIS	500 SR 103 PO BOX 243, BLUFFTON, OH 45817-9620	419-358-9345
STEVEN R TELISCHAK	900 WESTERN RESERVE RD, BOARDMAN, OH 44512	330-965-9393
HERBERT WASHINGTON	22 BOARDMAN CANFIELD ROAD, BOARDMAN, OH 44512	330-758-6241
VIRGINIA LEWIS	11123 STATE RTE 212 NE, BOLIVAR, OH 44612-9520	330-874-2444
LAWRENCE A BALL	1050 S MAIN ST, BOWLING GREEN, OH 43402-4719	419-353-5626
LAWRENCE A BALL	1470 E WOOSTER STREET, BOWLING GREEN, OH 43402-3260	419-353-9871
MARGO A KAROS	8998 BRECKSVILLE RD, BRECKSVILLE, OH 44141-2315	440-526-1983
JOHN C BLICKLE	4255 STATE RTE 43, BRIMFIELD, OH 44240	330-678-5800
KENNETH H MCCOY	14841 SNOW RD, BROOK PARK, OH 44142	216-676-4840
ROBERT J JURSIK JR.	4738 RIDGE RD, BROOKLYN, OH 44144-3327	216-661-1275
DAVID STILES	10700 BROOKPARK RD, BROOKLYN, OH 44130	216-433-4333
CHARLES R HAMILTON	40 TRIGGS RD, BROOKVILLE, OH 45309-9729	937-833-4233
STEPHEN R PAYNE	3115 CENTER RD, BRUNSWICK, OH 44212-3848	330-225-7771
STEPHEN R PAYNE	1733 PEARL RD, BRUNSWICK, OH 44212	330-225-9941
MERRILL L DEAN	1207 S MAIN ST, BRYAN, OH 43506	419-636-5815
DONALD R KISSACK	I-70 & RT. 79, BUCKEYE LAKE, OH 43025	740-929-1690
RICHARD SCOTT NICKELL	1660 MARION RD, BUCYRUS, OH 44820-3115	419-562-3405
HAROLD R MOORE	213 E MAIN ST, BYESVILLE, OH 43723	740-685-9200
VIRGINIA LEWIS	663 LINCOLN AVE, CADIZ, OH 43907	740-942-2279
LAURIE STRAHLER	44193 FAIRGROUND ROAD, CALDWELL, OH 43724	740-732-7312
HAROLD R MOORE	2351 E WHEELING AVE, CAMBRIDGE, OH 43725-2164	740-432-7682
HAROLD R MOORE	1815 RT 209 S, CAMBRIDGE, OH 43725	740-439-4143
C THOMAS LOCKE, JR.	2151 LOCUST ST, CANAL FULTON, OH 44614	330-854-6218
PAUL E HARPER	6161 GENDER RD, CANAL WINCHESTER, OH 43110	614-833-6413
HERBERT WASHINGTON	586 E MAIN ST, CANFIELD, OH 44406-1541	330-533-4187
GAETANO M CECCHINI	4757 WEST TUSCARAWAS AVE, CANTON, OH 44708-5340	330-478-1684
C THOMAS LOCKE, JR.	2331 FAIRCREST ST SW, CANTON, OH 44706	330-484-2884
PAUL E SIEGFRIED	112 DUEBER ST, CANTON, OH 44704-1110	330-452-6936
PAUL E SIEGFRIED	319 TUSCARAWAS E, CANTON, OH 44705	330-454-7274
PAUL E SIEGFRIED	3251 MAHONING RD NE, CANTON, OH 44705	330-455-3048
PAUL E SIEGFRIED	3700 HARMONT AVE, CANTON, OH 44705-4330	330-455-5577
PAUL E SIEGFRIED	3101 CLEVELAND AVE, CANTON, OH 44709	330-492-8102
PAUL E SIEGFRIED	5239 FULTON DR, CANTON, OH 44718-1805	330-494-6520
C THOMAS LOCKE, JR.	3109 S CLEVELAND AVE, CANTON TOWNSHIP, OH 44707-3629	330-484-4884
PAUL E SIEGFRIED	3713 17TH ST SW, CANTON TOWNSHIP, OH 44706	330-478-9960
PAUL E SIEGFRIED	4025 LINCOLN ST, CANTON TOWNSHIP, OH 44730	330-488-0436
JERRY A LEWIS	1295 S VANCE, CAREY, OH 43316	419-396-2669
MATTHEW HARPER	6010 WINCHESTER RD, CARROLL, OH 43112	740-756-7166
JEFF MONFORT	101 GRAND LAKE RD, CELINA, OH 45822-1862	419-586-1848
DEBORAH B WRIGHT	1570 MIAMISBURG-CENTERVILLE RD, CENTERVILLE, OH 45459	937-401-2629
DEBORAH B WRIGHT	6004 FAR HILLS AVE, CENTERVILLE, OH 45459-1924	937-434-4979
MELONEY G KAROS	430 WATER ST, CHARDON, OH 44024-1208	440-286-6010
JOHN D POWERS	8329 MAYFIELD RD, CHESTERLAND, OH 44026-2519	440-729-0599
MEGAN K BRUMFIELD	1067 N. BRIDGE, CHILLICOTHE, OH 45601	740-779-6237
RONALD H FEWSTER	40 N BRIDGE ST, CHILLICOTHE, OH 45601-2614	740-772-1294
RONALD H FEWSTER	1225 WESTERN AVENUE, CHILLICOTHE, OH 45601-1169	740-772-5025
RONALD H FEWSTER	1124 E MAIN ST, CHILLICOTHE, OH 45601-2850	740-774-2335
KATIE M BLANKENSHIP	10748 MONTGOMERY RD, CINCINNATI, OH 45242-3213	513-489-5374
CYNTHIA O BOOTH	8451 COLERIAN AVE.(W*M), CINCINNATI, OH 45239	513-245-0613
CYNTHIA O BOOTH	3624 SPRINGDALE RD, CINCINNATI, OH 45251	513-385-5624
CYNTHIA O BOOTH	8339 COLERAIN AVE, CINCINNATI, OH 45239	513-741-0266
ROBIN A ELLIOTT	7916 MONTGOMERY RD, CINCINNATI, OH 45236-4304	513-791-5553
ROBERT L GRUBER	7337 WOOSTER PIKE, CINCINNATI, OH 45227	513-272-2124
PAMELA F ISON	4640 CORNELL RD, CINCINNATI, OH 45241	513-489-0006
BRIAN KILROY	7142 READING RD, CINCINNATI, OH 45237-3807	513-731-4508
WILLIAM KILROY	413 MARTIN LUTHER KING DR, CINCINNATI, OH 45229-3361	513-221-1288
WILLIAM KILROY	9254 WINTON RD, CINCINNATI, OH 45231-3936	513-522-0833
WILLIAM KILROY	6840 HAMILTON AVE, CINCINNATI, OH 45224	513-522-7368
WILLIAM KILROY	3880 PAXTON ROAD #C, HYDE PARK PLAZA, CINCINNATI, OH 45209	513-533-3319
WILLIAM KILROY	919 W NORTH BEND RD, CINCINNATI, OH 45224	513-541-8888
WILLIAM KILROY	1126 E MCMILLAN ST, CINCINNATI, OH 45206-2002	513-751-3751
WILLIAM KILROY	5427 RIDGE AVE, CINCINNATI, OH 45213	800-244-6227
GLORIA NODAY	4025 MOUNT CARMEL TOBASCO RD, CINCINNATI, OH 45255-3405	513-528-1226
PATRICK J PAWLING	1202 OMNIPLEX DR, CINCINNATI, OH 45240-1279	513-671-3635
PATRICIA K PETERS	55 KIBBY DR, CINCINNATI, OH 45233	513-467-9016
JUDSON W PICKARD JR.	7681 BEECHMONT AVE, CINCINNATI, OH 45255-4216	513-231-4665
JUDSON W PICKARD JR.	2321 BEEKMAN ST, CINCINNATI, OH 45214-1617	513-244-2622
JUDSON W PICKARD JR.	6433 GLENWAY AVENUE, CINCINNATI, OH 45211-5221	513-574-8535
JUDSON W PICKARD JR.	5425 WEST NORTH BEND ROAD, CINCINNATI, OH 45239	513-662-2217
JUDSON W PICKARD JR.	255 W MITCHELL AVE, CINCINNATI, OH 45232-1907	513-681-9650
JUDSON W PICKARD JR.	8969 FIELDS ERTTEL RD, CINCINNATI, OH 45249	513-683-9667
JUDSON W PICKARD JR.	876 EASTGATE SQUARE BLVD, CINCINNATI, OH 45245-1543	513-752-2008
JOEL A SCHMIDT	3738 WARSAW AVE, CINCINNATI, OH 45205	513-471-2893
RONALD H FEWSTER	1300 S COURT ST, CIRCLEVILLE, OH 43113-9195	740-477-1950
GREGORY J COUTRIS	3900 BROOKSIDE PARK DR, CLEVELAND, OH 44109-3187	216-741-0599
ROBERT J JURSIK JR.	10710 LORAIN AVE, CLEVELAND, OH 44111-5413	216-252-9318

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROBERT J JURSI CH JR.	6332 BROADWAY AVENUE, CLEVELAND, OH 44105	216-441-0180
JOHN G MARTIN	4159 LEE RD, CLEVELAND, OH 44128-2462	216-491-1187
KENNETH H MCCOY	14235 PURITAS RD, CLEVELAND, OH 44135-2825	216-251-8990
KENNETH H MCCOY	7015 DETROIT AVE, CLEVELAND, OH 44102-3025	216-631-7946
JAYSON T ROGERS	11420 BUCKEYE RD, CLEVELAND, OH 44104	216-421-2855
JAYSON T ROGERS	3050 CARNEGIE AVE, CLEVELAND, OH 44115-2631	216-881-7321
WILSON ROGERS	8210 EUCLID AVE, CLEVELAND, OH 44103	216-421-2306
ANGELO STAMES	2500 DENISON AVE, CLEVELAND, OH 44109-2600	216-741-0598
SUSAN STAMES	3211 CLARK AVE, CLEVELAND, OH 44109-1147	216-651-6734
TURAN B STRANGE	9500 EUCLID AVE, CLEVELAND, OH 44106	216-229-3467
TURAN B STRANGE	1540 E 55TH ST, CLEVELAND, OH 44103-1347	216-432-0848
TURAN B STRANGE	10411 SAINT CLAIR AVE, CLEVELAND, OH 44108-1956	216-761-8622
TURAN B STRANGE	230 HURON RD MAILBOX 72.49, CLEVELAND, OH 44113-1452	216-771-2525
HERBERT WASHINGTON	9101 KINSMAN AVE, CLEVELAND, OH 44104-5141	216-368-0350
HERBERT WASHINGTON	15110 SAINT CLAIR, CLEVELAND, OH 44110-3720	216-451-8800
HERBERT WASHINGTON	15901 LAKE SHORE BLVD, CLEVELAND, OH 44110-1057	216-531-3388
THOMAS R HUMBAR D	1040 W MCPHERSON HWY, CLYDE, OH 43410	419-547-7878
JEFF MONFORT	TERRACE AVENUE (& SR 219), COLDWATER, OH 45828	419-678-1124
STEVEN R TELISCHAK	151 RT 14, COLUMBIANA, OH 44408-9417	330-482-2335
RON C BARNETT	2441 LOCKBOURNE RD, COLUMBUS, OH 43207	614-497-0364
RODNEY H BOESTER	1972 N HIGH ST, COLUMBUS, OH 43201-1165	614-291-8123
WANDA L HILL	381 E MAIN ST, COLUMBUS, OH 43215-5346	614-464-4626
WANDA L HILL	4640 E MAIN ST, COLUMBUS, OH 43236	614-863-6631
JAMES A HOLOWICKI	1589 W BROAD ST, COLUMBUS, OH 43222-1043	614-274-9494
JAMES A HOLOWICKI	901 WILSON RD, COLUMBUS, OH 43204	614-279-7699
JAMES A HOLOWICKI	2055 CLEVELAND AVE, COLUMBUS, OH 43211-2215	614-291-6760
JAMES A HOLOWICKI	619 HARRISBURG PIKE, COLUMBUS, OH 43223-2111	614-351-8772
JAMES A HOLOWICKI	1455 CASSADY AVE, COLUMBUS, OH 43219	614-428-5711
JAMES A HOLOWICKI	3900 MORSE RD (W*M #2098), COLUMBUS, OH 43219	614-471-0026
JAMES A HOLOWICKI	5410 RENNER RD, COLUMBUS, OH 43228-9361	614-870-0717
SCOTT HOLOWICKI	3636 W BROAD ST, COLUMBUS, OH 43228-1411	614-274-5904
ALEX MENDOZA	3005 E LIVINGSTON AVE, COLUMBUS, OH 43209	614-235-5766
ALEX MENDOZA	4250 INTERNATIONAL GTWY, COLUMBUS, OH 43219-1747	614-236-6066
ALEX MENDOZA	3550 E BROAD ST, COLUMBUS, OH 43213-1116	614-237-2776
ALEX MENDOZA	1020 ALUM CREEK DR, COLUMBUS, OH 43209-2701	614-252-8336
ALEX MENDOZA	2520 S HAMILTON RD, COLUMBUS, OH 43232-4952	614-759-1696
ALEX MENDOZA	2091 E DUBLIN GRANVILLE RD, COLUMBUS, OH 43229-3524	614-846-6447
JOLENE M MIERZEJEWSKI	1006 S HIGH ST, COLUMBUS, OH 43206-2526	614-443-8512
JEFFREY NEWMAN	7557 WORTHINGTON GALENA RD, COLUMBUS, OH 43085-4797	614-785-0294
JEFFREY NEWMAN	1074 GEMINI PLACE, COLUMBUS, OH 43240	614-846-6238
JEFFREY NEWMAN	8555 ORION PL, COLUMBUS, OH 43240	614-847-4469
OYE OLATOYE	3411 CLEVELAND AVE, COLUMBUS, OH 43224-2906	614-268-3381
OYE OLATOYE	1300 MORSE RD, COLUMBUS, OH 43229-6332	614-848-9944
OYE OLATOYE	6000 SINCLAIR RD, COLUMBUS, OH 43229-3204	614-885-9080
THOMAS F RINGENBACH	1377 HARRISBURG PIKE, COLUMBUS, OH 43223-3229	614-274-2551
MICHAEL J P TELICH	2865 OLENTANGY RIVER ROAD, COLUMBUS, OH 43202	614-267-3377
MICHAEL J P TELICH	910 W 5TH AVE, COLUMBUS, OH 43212-2657	614-291-7971
MICHAEL J P TELICH	3746 RIVERSIDE DR, COLUMBUS, OH 43221	614-326-3663
MICHAEL J P TELICH	760 BETHEL RD, COLUMBUS, OH 43214-1900	614-442-0033
MICHAEL J P TELICH	2750 BETHEL RD, COLUMBUS, OH 43220-2217	614-442-5780
MICHAEL J P TELICH	1905 W HENDERSON RD, COLUMBUS, OH 43220-2503	614-459-0542
MICHAEL J P TELICH	3600 W DUBLIN GRANDVILLE RD, COLUMBUS, OH 43235	614-799-9625
MYRON WARE	6221 CLEVELAND AVE, COLUMBUS, OH 43231	614-882-4762
CHRISTOPHER L WILSON	6914 E BROAD ST, COLUMBUS, OH 43213	614-864-6023
JERRY YANG	3095 N HIGH ST, COLUMBUS, OH 43202-1109	614-263-1586
ALI MANDОВI	7575 AUBURN RD, CONCORD TOWNSHIP, OH 44077	440-357-7078
ALLEN D SMITH	2 LOVES DRIVE, CONNEAUT, OH 44030	440-265-6370
ALLEN D SMITH	312 STATE ST, CONNEAUT, OH 44030-2572	440-593-6360
DAVID J RIEGER	2171 MILLENNIUM BLVD, CORTLAND, OH 44410	330-372-1112
HERBERT WASHINGTON	S R 5 & S R 46, CORTLAND, OH 44410	330-638-6262
DANA J LEWIS	101 E CHESTNUT ST, COSHOCTON, OH 43812-1130	740-622-4300
LARRY J MONICA	210 W MAIN ST, CRESTLINE, OH 44827-1431	419-683-2585
JOHN C BLICKLE	1787 STATE RD, CUYAHOGA FALLS, OH 44223-1305	330-923-3348
JOHN C BLICKLE	1050 GRAHAM RD, CUYAHOGA FALLS, OH 44224-2935	330-923-8970
CHARLES E GALLOWAY	482 HOWE AVE, CUYAHOGA FALLS, OH 44307-4957	330-923-9350
PHYLLIS HAMILTON	4856 AIRWAY RD, DAYTON, OH 45431	937-252-1055
ALAN R HERZOG	1517 N KEOWEE ST, DAYTON, OH 45404	937-223-5781
ALAN R HERZOG	2450 NEEDMORE RD, DAYTON, OH 45414	937-278-9923
ALAN R HERZOG	3411 YORK COMMONS BOULEVARD, DAYTON, OH 45414	937-454-3644
JOYCE MANCE-ROAN	4770 N MAIN ST, DAYTON, OH 45405-5021	937-277-9680
JOYCE MANCE-ROAN	3918 FREE PIKE, DAYTON, OH 45416-1212	937-278-1707
TIMOTHY J MOSHER	1219 NORTH GETTYSBURG, DAYTON, OH 45427	937-263-7140
BENJAMIN SCOTT, JR.	6398 BRANDT PIKE, DAYTON, OH 45424-4041	937-236-3972
DEBORAH B WRIGHT	410 S MAIN ST, DAYTON, OH 45402-2718	937-222-0001
DEBORAH B WRIGHT	1070 S SMITHVILLE RD, DAYTON, OH 45403-3421	937-258-0147
DEBORAH B WRIGHT	9228 DAYTON LEBANON PIKE, DAYTON, OH 45458-3837	937-329-9534
DEBORAH B WRIGHT	2166 S EDWIN C MOSES BLVD, DAYTON, OH 45408-2658	937-445-0665

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MERRILL L DEAN	1740 E 2ND ST, DEFIANCE, OH 43512-2446	419-782-6400
MERRILL L DEAN	1111 N CLINTON ST, DEFIANCE, OH 43512-9785	419-782-6498
RODNEY H BOESTER	279 S SANDUSKY ST, DELAWARE, OH 43015-2622	740-363-1713
RODNEY H BOESTER	2091 USHY 23 N, DELAWARE, OH 43015-8804	740-369-2174
RODNEY H BOESTER	608 W CENTRAL AVE, DELAWARE, OH 43015	740-369-8575
JERRY A LEWIS	1051 ELIDA AVE, DELPHOS, OH 45833-1778	419-692-4527
CYNTHIA O BOOTH	6590 HARRISON AVE, DENT, OH 45248	513-574-5402
VIRGINIA LEWIS	3384 DAVIS RD, DOVER, OH 44622	330-364-1113
HAROLD R MOORE	71 MCCOY XING, DRESDEN, OH 43821	740-754-1171
JAMES A HOLOWICKI	6830 PERIMETER LOOP RD, DUBLIN, OH 43017	614-799-0065
TURAN B STRANGE	13705 EUCLID AVE, EAST CLEVELAND, OH 44118-4219	216-851-2431
STEVEN R TELISCHAK	15573 STHY 170, EAST LIVERPOOL, OH 43920-9215	330-385-8168
STEVEN R TELISCHAK	60 S MARKET ST, EAST PALESTINE, OH 44413-1920	330-426-1117
ALI MANDOWI	36141 LAKESHORE BLVD, EASTLAKE, OH 44095	440-918-0855
CHARLES R HAMILTON	1317 N BARRON ST, EATON, OH 45320-1015	937-456-3830
JOE A FIGUEROA JR.	311 MIDWAY BLVD, ELYRIA, OH 44035	440-324-6399
JOE A FIGUEROA JR.	SR 57 & CHESTNUT RIDGE RD (W*M), ELYRIA, OH 44035	440-365-0659
JOYCE MANCE-ROAN	9285 N MAIN ST, ENGLEWOOD, OH 45415-1158	937-832-1111
ROBERT D NEITZKE	410 W NATIONAL RD, ENGLEWOOD, OH 45322-1404	937-836-1505
HERBERT WASHINGTON	22291 EUCLID AVE, EUCLID, OH 44117-1616	216-531-7001
PAMELA F ISON	2801 CUNNINGHAM RD, EVENDALE, OH 45241	513-554-1054
BENJAMIN SCOTT, JR.	2776 COLONEL GLENN HWY, FAIRBORN, OH 45324-6250	937-427-0723
BENJAMIN SCOTT, JR.	2853 CENTRE DRIVE (DS 656), FAIRBORN, OH 45324	937-458-3599
BENJAMIN SCOTT, JR.	410 N BROAD ST, FAIRBORN, OH 45324-5238	937-878-0172
BENJAMIN SCOTT, JR.	1232 KAUFFMAN AVE, FAIRBORN, OH 45385	937-879-1181
DANNY E ISON	5800 BOYMEL RD, FAIRFIELD, OH 45214	513-874-1551
PATRICK J PAWLING	563 NILLES RD, FAIRFIELD, OH 45014-2605	513-829-6008
PATRICK J PAWLING	4760 STATE ROUTE 4, FAIRFIELD, OH 45014	513-829-9000
STEPHEN R PAYNE	22535 LORAIN RD., FAIRVIEW PARK, OH 44126-2211	440-734-2033
ALBERT BALL, JR.	1921 TIFFIN AVE, FINDLAY, OH 45840-6752	419-423-7755
ALBERT BALL, JR.	731 TRENTON AVE, FINDLAY, OH 45840-2642	419-424-0712
CYNTHIA O BOOTH	631 NORTHLAND BLVD., FOREST PARK, OH 45240	513-825-5210
CYNTHIA O BOOTH	2290 WAYCROSS, FOREST PARK, OH 45240	513-851-3735
LAWRENCE A BALL	620 N COUNTY LINE ST, FOSTORIA, OH 44830	419-435-2126
MICHAEL G REESE	1425 E. SECOND STREET, FRANKLIN, OH 45005	937-704-0411
DEBORAH B WRIGHT	6810 FRANKLIN LEBANON RD, FRANKLIN, OH 45005-4558	937-743-9106
THOMAS R HUMBARO	1801 W STATE ST, FREMONT, OH 43420	419-334-9571
THOMAS R HUMBARO	2014 STATE ROUTE 53, FREMONT, OH 43420	419-355-9040
RICHARD SCOTT NICKELL	220 PORTLAND WAY N, GALION, OH 44833-1631	419-468-9366
THEODORE K SAUBER	1715 EASTERN AVE, GALLIPOLIS, OH 45631	740-446-1065
ROBERT J JURSIH JR.	5240 TURNEY RD, GARFIELD HEIGHTS, OH 44125-2642	216-662-0380
MICHAEL PAYNE	8027 STATE ST, GARRETTSVILLE, OH 44231	330-527-4876
ALLEN D SMITH	1807 S BROADWAY (SR534), GENEVA, OH 44041-8397	440-466-0838
DALE BECKER	22201 WOODVILLE RD, GENOA, OH 43430	419-855-8116
TERRENCE L CASCIO	4883 STATE ROUTE 125, GEORGETOWN, OH 45121-9590	937-378-6790
JOHN P PERDUE	2724 S SPRINGS RD, GIRARD, OH 44446	330-530-3026
LEIGH JONES	6778 STATE RTE 28 (SATELLITE), GOSHEN, OH 45122	513-722-2070
JASON PAYNE	412 MAIN ST, GRAFTON, OH 44044	440-926-3427
RONALD H FEWSTER	233 JEFFERSON ST, GREENFIELD, OH 45123	937-981-7676
BENJAMIN SCOTT, JR.	1301 WAGNER AVE, GREENVILLE, OH 45331-2764	937-548-1744
BENJAMIN SCOTT, JR.	1237 SWEITZER RD, GREENVILLE, OH 45331	937-548-5652
JOLENE M MIERZEJEWSKI	3370 BROADWAY, GROVE CITY, OH 43123-1942	614-539-3790
JOLENE M MIERZEJEWSKI	2596 W. LONDON-GROVEPORT RD, GROVE CITY, OH 43123	614-801-0115
JOLENE M MIERZEJEWSKI	1989 STRINGTOWN RD, GROVE CITY, OH 43123-2933	614-871-0755
PATRICK J PAWLING	1771 S ERIE BLVD, HAMILTON, OH 45011-4117	513-868-7222
GEORGE F SCHMIDT	20 S MARTIN LUTHER KING BLVD, HAMILTON, OH 45011-2857	513-863-0987
GEORGE F SCHMIDT	1331 WASHINGTON BLVD NW, HAMILTON, OH 45013-1207	513-887-6557
GEORGE F SCHMIDT	1420 MILLVILLE AVE, HAMILTON, OH 45011	513-892-8400
JOEL A SCHMIDT	1505 MAIN ST. WM, HAMILTON, OH 45013	513-892-2666
ROBERT T CUMMINGS	10570 HARRISON, HARRISON, OH 45030-1944	513-367-6839
C THOMAS LOCKE, JR.	868 W MAPLE ST, HARTVILLE, OH 44632-9669	330-877-3554
JOSEPH J MORTELLARO	789 S 30TH ST, HEATH, OH 43056-1207	740-522-4099
DONALD R KISSACK	100 INTEGRITY DR, HEBRON, OH 43025	740-928-0194
JERRY A LEWIS	200 E HIGH ST, HICKSVILLE, OH 43526	419-542-5171
JAMES A HOLOWICKI	3685 W MAIN ST, HILLIARD, OH 43026-1326	614-876-2633
JAMES A HOLOWICKI	3900 LYMAN DR, HILLIARD, OH 43026-1210	614-876-8995
EDWARD H WERNET II	1474 N HIGH ST, HILLSBORO, OH 45133-9401	937-393-1233
MOHAMED EL WARDANY	6555 AIRPORT HWY, HOLLAND, OH 43528-9394	419-866-0675
JOHN P PERDUE	2400 N MAIN, HUBBARD, OH 44425-3242	330-534-9176
BENJAMIN SCOTT, JR.	7680 BRANDT PIKE (WALMART), HUBER HEIGHTS, OH 45424	937-235-5081
BENJAMIN SCOTT, JR.	5562 MERILY WAY, HUBER HEIGHTS, OH 45424-2029	937-236-8699
SALVATORE J BAGLIERI	134 WEST STEETSBO RO RD, HUDSON, OH 44236-2746	330-650-4284
JENNIFER GRUDE	2118 CLEVELAND RD W, HURON, OH 44839-1005	419-433-7555
MARGO A KAROS	6201 BRECKSVILLE RD, INDEPENDENCE, OH 44131-3402	216-642-3918
STEPHEN CIELEC	IRONTON HILLS SHOPPING CENTER, IRONTON, OH 45638	740-532-1555
BRAD A MUNN	588 E MAIN ST, JACKSON, OH 45640	740-286-1575
DOMINIC M EPIFANO	102 W WASHINGTON ST, JAMESTOWN, OH 45335	937-675-7170

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DOMINIC M EPIFANO	12518 USHY 35 NW, JEFFERSONVILLE, OH 43128-9508	740-948-2240
JOSEPH J MORTELLARO	625 W COSHOCTON ST, JOHNSTOWN, OH 43031	740-967-3010
WILLIAM E GALLOWAY	4571 KENT RD, KENT, OH 44240	330-673-1178
WILLIAM E GALLOWAY	1280 S WATER ST, KENT, OH 44240-3844	330-678-8665
BARBARA A MCCLAIN	990 E COLUMBUS ST, KENTON, OH 43326-1683	419-674-4967
SHAWN G PAYNE	550 N CENTER ST, LA GRANGE, OH 44050	440-355-5700
KENNETH H MCCOY	16407 DETROIT AVE, LAKEWOOD, OH 44107-3625	216-226-7754
KENNETH H MCCOY	1430 W 117TH ST, LAKEWOOD, OH 44107-5102	216-521-9110
MATTHEW HARPER	1451 E MAIN ST, LANCASTER, OH 43130-4011	740-687-1069
PAUL E HARPER	1401 N MEMORIAL DR, LANCASTER, OH 43130-1628	740-653-1870
EDWARD H WERNET II	650 E MAIN ST, LEBANON, OH 45036-1916	513-932-7540
JERRY A LEWIS	1965 N WEST ST, LIMA, OH 45801-2632	419-222-2837
JERRY A LEWIS	1920 HARDING HWY, LIMA, OH 45804-3418	419-222-4592
JERRY A LEWIS	2400 HARDING HWY E (W*M #3206), LIMA, OH 45804	419-225-7021
JERRY A LEWIS	941 N CABLE RD, LIMA, OH 45805-1703	419-229-1196
JERRY A LEWIS	575 MARKET ST., LIMA, OH 45801	419-229-9500
JERRY A LEWIS	2619 ELIDA RD, LIMA, OH 45801	419-991-3903
JERRY A LEWIS	2455 SHAWNEE RD, LIMA, OH 45806-1407	419-999-4368
STEVEN R TELISCHAK	7800 SR 45, LISBON, OH 44432-9396	330-424-3023
PAUL E HARPER	12904 STATE RTE 664 S, LOGAN, OH 43138	740-385-7860
SCOTT HOLOWICKI	23 E HIGH ST, LONDON, OH 43140	740-852-7798
SCOTT HOLOWICKI	915 STATE ROUTE 42 NE, LONDON, OH 43140-9596	740-852-9538
JOE A FIGUEROA JR.	6400 MIDDLE RIDGE RD, LORAIN, OH 44053-3954	440-233-4145
JASON PAYNE	1725 HENDERSON, LORAIN, OH 44052	440-288-4122
STEPHEN R PAYNE	3221 OBERLIN AVE, LORAIN, OH 44052	440-960-5353
JEFFREY S MONICA	501 S MARKET ST, LOUDONVILLE, OH 44842-1027	419-994-4794
GAETANO M CECCHINI	219 N CHAPEL ST, LOUISVILLE, OH 44641-1202	330-875-4678
EUGENE A GILLESPIE	650 LOVELAND MADERIA RD, LOVELAND, OH 45140-2703	513-683-7085
JEDFREY H GREENE	6400 MACEDONIA COMMONS BLVD, MACEDONIA, OH 44067	330-467-9191
ALI MANDОВI	559 RIVER ST, MADISON, OH 44057	440-428-5823
ALLEN D SMITH	6626 N RIDGE RD, MADISON, OH 44057-2554	440-428-2100
ROBIN A ELLIOTT	2930 W MONTGOMERY RD, MAINEVILLE, OH 45039	513-677-9504
JEFFREY S MONICA	670 N STEWART RD, MANSFIELD, OH 44905-2154	419-589-8455
JEFFREY S MONICA	25 W HANLEY RD, MANSFIELD, OH 44903-9032	419-756-7708
LARRY J MONICA	666 LEXINGTON SPRINGMILL RD, MANSFIELD, OH 44906	419-529-2161
SHIRLEY MONICA	540 N TRIMBLE RD, MANSFIELD, OH 44906-2168	419-529-6788
SHIRLEY MONICA	1480 LEXINGTON, MANSFIELD, OH 44862	419-756-9331
MICHAEL PAYNE	10637 MAIN ST, MANTUA, OH 44255	330-274-3336
HERBERT WASHINGTON	9270 LIME RIDGE RD (PORTAGE WEST), MANTUA, OH 44255	330-297-5990
HERBERT WASHINGTON	9250 LIME RIDGE RD (BRADY'S LEAP), MANTUA, OH 44255	330-297-7500
ROBERT J JURSIH JR.	6169 DUNHAM RD, MAPLE HEIGHTS, OH 44137-4763	216-663-2156
JOHN G MARTIN	15500 BROADWAY, MAPLE HEIGHTS, OH 44137-1120	216-475-2792
PAIGE E NAVRATIL	5114 NORTHFIELD RD, MAPLE HEIGHTS, OH 44137-2107	216-581-0289
LAURIE STRAHLER	804 PIKE ST (W*M #2078), MARIETTA, OH 45750	740-374-2272
LAURIE STRAHLER	500 PIKE ST, MARIETTA, OH 45750	740-374-5400
LAURIE STRAHLER	729 GLENDALE RD, MARIETTA, OH 45750	740-434-5986
LAURIE STRAHLER	1101 GILMAN AVE(STO), MARIETTA, OH 45750	740-568-9003
ROSS H STOLTZ	300 HANOVER ST, MARTINS FERRY, OH 43935	740-635-1866
JAMES A HOLOWICKI	17781 STATE ROUTE 31, MARYSVILLE, OH 43040	937-642-3454
JAMES A HOLOWICKI	1080 CHARLES LN, MARYSVILLE, OH 43040-9797	937-644-9696
KATIE M BLANKENSHIP	8300 ARBOR SQUARE DRIVE, MASON, OH 45040	513-229-0141
JUDSON W PICKARD JR.	5301 KINGS ISLAND DR, MASON, OH 45040	513-336-0820
GAETANO M CECCHINI	2496 LINCOLN WAY E, MASSILLON, OH 44646-5085	330-833-1162
GAETANO M CECCHINI	200 LINCOLN WAY W, MASSILLON, OH 44646	330-833-4842
GAETANO M CECCHINI	4121 ERIE ST S, MASSILLON, OH 44646	330-879-9944
MOHAMED EL WARDANY	1401 ARROWHEAD RD, MAUMEE, OH 43537	419-897-0840
LARRY A MOORE	1016 CONANT ST, MAUMEE, OH 43537-2845	419-893-0631
TONY PHILIOU	6225 MAYFIELD RD, MAYFIELD HEIGHTS, OH 44124	440-461-6055
BRAD A MUNN	63865 US HWY 50 WEST, MCARTHUR, OH 45651	740-596-0065
REGINA A BOTT	3910 ST. RT. 60 NW, MCCONNELLSVILLE, OH 43756	740-962-6990
LEA ANNE HEIDMAN	SR 18 & NORMANDY, MEDINA, OH 44256	330-723-4880
STEPHEN R PAYNE	1069 N COURT ST, MEDINA, OH 44256-1566	330-722-8601
STEPHEN R PAYNE	5867 WOOSTER PIKE, MEDINA, OH 44256	330-723-6096
ALI MANDОВI	8775 MENTOR AVE, MENTOR, OH 44060-6209	440-255-6177
ALI MANDОВI	8380 BROADMOOR, MENTOR, OH 44060-7508	440-942-5522
ALI MANDОВI	7700 REYNOLDS RD, MENTOR, OH 44060-5321	440-946-9492
JOHN D POWERS	6083 ANDREWS RD, MENTOR, OH 44060-2821	440-209-0299
JOHN D POWERS	5745 HEISLEY ROAD, MENTOR, OH 44060	440-357-7507
DEBORAH B WRIGHT	8240 SPRINGBORO PIKE, MIAMISBURG, OH 45342-3792	937-433-0375
BARBARA A MALAFARINA	18070 BAGLEY RD, MIDDLEBURG HEIGHTS, OH 44130	440-243-6186
PAIGE E NAVRATIL	7245 PEARL RD, MIDDLEBURG HEIGHTS, OH 44130	440-842-7986
MELONEY G KAROS	15551 KINSMAN RD, MIDDLEFIELD, OH 44062-9475	440-632-1386
NATHAN GRUDE	11015 STATE ROUTE 250 N., MILAN, OH 44846	419-499-3055
ROBERT L GRUBER	990 Lyla AVE, MILFORD, OH 45150-1683	513-248-9328
JUDSON W PICKARD JR.	1101 ST SR 28, MILFORD, OH 45150	513-831-2914
BRIAN MORTELLARO	1586 S WASHINGTON ST, MILLERSBURG, OH 44654-9457	330-674-5334
C THOMAS LOCKE, JR.	1050 VALLEY STREET, MINERVA, OH 44657-9782	330-868-1150

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JASON MONFORT	400 N MAIN ST, MINSTER, OH 45865	419-628-4500
JOHN C BLICKLE	3868 MOGADORE RD, MOGADORE, OH 44260	330-628-2299
EDWARD H WERNET II	101 GARVER RD, MONROE, OH 45050-1237	513-539-2631
MERRILL L DEAN	1100 E MAIN ST, MONTPELIER, OH 43543-1266	419-485-8461
LEA ANNE HEIDMAN	3875 MEDINA RD, MONTROSE, OH 44313	330-666-2007
PHYLLIS HAMILTON	1800 DOROTHY LN, MORAIN, OH 45439	937-298-6875
JOSEPH J MORTELLARO	674 SANDUSKY STREET, MOUNT VERNON, OH 43050	740-392-5503
JOSEPH J MORTELLARO	111 NEWARK RD, MOUNT VERNON, OH 43050	740-397-5501
JOSEPH J MORTELLARO	1059 COSHOCTON AVE, MOUNT VERNON, OH 43050	740-397-5503
BRIAN MORTELLARO	6220 ST RTE 95, MT. GILEAD, OH 43338	419-778-2210
SALVATORE J BAGLIERI	12 MUNROE FALLS AVE, MUNROE FALLS, OH 44262	330-686-9644
JAMES D RIVELLO	1805 N SCOTT ST, NAPOLEON, OH 43545	419-599-1192
CHRISTOPHER CIELEC	21 WATKINS ST, NELSONVILLE, OH 45764	740-753-4018
OYE OLATOYE	5421 NEW ALBANY RD W, NEW ALBANY, OH 43054	614-775-5000
TIMOTHY J MOSHER	350 W MAIN ST, NEW LEBANON, OH 45345-1450	937-687-2224
REGINA A BOTT	590 CARROL ST, NEW LEXINGTON, OH 43764-1050	740-342-1147
STEPHEN R PAYNE	31 W. MAIN STREET, P O BOX 72, NEW LONDON, OH 44851-1016	419-929-6231
VIRGINIA LEWIS	1200 W HIGH AVE, NEW PHILADELPHIA, OH 44663	330-339-8884
VIRGINIA LEWIS	1446 4TH ST NW, NEW PHILADELPHIA, OH 44663	330-343-6566
GLORIA NODAY	1043 OLD US 52, NEW RICHMOND, OH 45157	513-553-0581
BRIAN MORTELLARO	490 HIGHLAND BLVD, NEWARK, OH 43055	740-344-1211
BRIAN MORTELLARO	21 S 3RD ST, NEWARK, OH 43055	740-345-8557
BRIAN MORTELLARO	1335 N. 21ST STREET, NEWARK, OH 43055	740-366-3566
JOSEPH J MORTELLARO	22 UNION ST, NEWARK, OH 43055	740-344-4920
VIRGINIA LEWIS	211 ADENA DR, NEWCOMERSTOWN, OH 43832-9445	740-498-8433
HERBERT WASHINGTON	20 N CANAL ST, NEWTON FALLS, OH 44444-1301	330-872-1641
JOHN P PERDUE	2796 ROBBINS AVE, NILES, OH 44446-4283	330-544-3077
JOHN P PERDUE	428 N MAIN ST, NILES, OH 44446-5131	330-652-3328
LAWRENCE A BALL	12776 DESHLER RD PO BOX 26, NORTH BALTIMORE, OH 45872-0026	419-257-3007
C THOMAS LOCKE, JR.	2628 EASTON ST, NORTH CANTON, OH 44721	330-493-8933
PAUL E SIEGFRIED	3934 EVERHARD RD, NORTH CANTON, OH 44709	330-494-2860
PAUL E SIEGFRIED	6855 SUNSET STRIP AVE NW, NORTH CANTON, OH 44720-7089	330-494-4466
PAUL E SIEGFRIED	1407 N MAIN ST, NORTH CANTON, OH 44720	330-497-8733
STEVEN R TELISCHAK	SR 7 & OH TPKE, NORTH LIMA, OH 44514	330-549-9275
STEPHEN R PAYNE	27322 LORAIN RD, NORTH OLMSTED, OH 44070-4034	440-777-6393
STEPHEN R PAYNE	32528 LORAIN RD, NORTH RIDGEVILLE, OH 44039	440-327-4261
STEPHEN R PAYNE	35900 CENTER RIDGE RD, NORTH RIDGEVILLE, OH 44039	440-353-0505
STEPHEN R PAYNE	5304 ROYALTON RD, NORTH ROYALTON, OH 44133-4008	440-237-9988
MELONEY G KAROS	10333 NORTHFIELD RD, NORTHFIELD, OH 44067	330-467-0751
LEA ANNE HEIDMAN	3177 GREENWICH RD, NORTON, OH 44203-5751	330-825-0526
STEPHEN R PAYNE	199 MILAN AVE, NORWALK, OH 44857-1135	419-668-1487
WILLIAM KILROY	4594 MONTGOMERY ROAD, NORWOOD, OH 45212	513-631-3012
THOMAS R HUMBARO	122 E WATER ST, OAK HARBOR, OH 43449	419-898-4724
BRAD A MUNN	197 N JACKSON ST, OAK HILL, OH 45656	740-682-6443
JEDFREY H GREENE	23321 BROADWAY AVE, OAKWOOD VILLAGE, OH 44146	440-439-8080
ANDREW S PAYNE	265 S MAIN ST, OBERLIN, OH 44074-1772	440-774-1314
JERRY A LEWIS	777 N PERRY ST, OTTAWA, OH 45875-1338	419-523-3533
PATRICK J PAWLING	601 LOCUST ST, OXFORD, OH 45056-2111	513-523-8933
ALLEN D SMITH	95 RICHMOND ST, PAINESVILLE, OH 44077-3251	440-352-6000
ALLEN D SMITH	1582 MENTOR AVE, PAINESVILLE, OH 44077-1705	440-639-0313
MARGO A KAROS	2200 SNOW RD, PARMA, OH 44134-2731	216-459-1464
CRAIG NAVRATIL	1300 W PLEASANT VALLEY, PARMA, OH 44134-6715	440-886-6688
PAIGE E NAVRATIL	10400 SPRAGUE RD, PARMA, OH 44130	440-886-1120
PAIGE E NAVRATIL	7505 DAY DR, PARMA, OH 44129-5602	440-888-4068
DAVID STILES	5301 PEARL RD, PARMA, OH 44129-1503	216-459-0480
ANDREW S PAYNE	6421 PEARL RD, PARMA HEIGHTS, OH 44130	440-888-0313
BRIAN MORTELLARO	103 ETNA CREST BLVD., PATASKALA, OH 43062	740-964-9920
JOSEPH J MORTELLARO	67 W BROAD ST, PATASKALA, OH 43062-9552	740-927-2269
MERRILL L DEAN	911 N WILLIAMS ST, PAULDING, OH 45879-8800	419-399-2240
ROBERT L GALLOWITZ	2811 MEASLEY RIDGE RD, PEEBLES, OH 45660	937-587-5767
JASON T CHAN	26540 DIXIE HWY, PERRYSBURG, OH 43551	419-872-2210
JASON T CHAN	10163 FREMONT PIKE, PERRYSBURG, OH 43551	419-874-2538
JOHN HOUSE	3430 LIBBEY RD, PERRYSBURG, OH 43551-9739	419-837-6300
JAMES N REKAU	1091 HILL RD, PICKERINGTON, OH 43147-8886	614-759-1007
BENJAMIN SCOTT, JR.	955 E ASH ST, PIQUA, OH 45356	937-773-3100
BENJAMIN SCOTT, JR.	1546 COVINGTON, PIQUA, OH 45356	937-778-8400
JAMES A HOLOWICKI	200 JEFFERSON AVE, PLAIN CITY, OH 43064	614-873-6222
HERBERT WASHINGTON	1110 BOARDMAN POLAND RD, POLAND, OH 44515-1930	330-726-8274
GREG L MILLS	423 W MAIN ST, POMEROY, OH 45769	740-992-5600
THOMAS R HUMBARO	1700 E PERRY ST, PORT CLINTON, OH 43452-1426	419-734-3702
THOMAS R HUMBARO	18 NE CATAWBA RD, PORT CLINTON, OH 43452-3701	419-734-4092
BRUCE A PARSLEY	4587 OLD SCIOTO TRL, PORTSMOUTH, OH 45662	740-353-2127
BRUCE A PARSLEY	2624 GALLIA, PORTSMOUTH, OH 45662	740-353-7193
STEPHEN CIELEC	6232 ST RT 7, PROCTORVILLE, OH 45669	740-886-8700
JOHN C BLICKLE	4190 LYNN RD, RAVENNA, OH 44266-9527	330-325-0909
CHARLES E GALLOWAY	6134 SR.14, RAVENNA, OH 44266	330-296-7733
CHARLES E GALLOWAY	418 W MAIN ST, RAVENNA, OH 44266-2716	330-297-5379

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM KILROY	8908 READING RD, READING, OH 45215	513-761-6702
JAMES N REKAU	13885 REYNOLDSBURG BALTIMORE RD, REYNOLDSBURG, OH 43068	614-866-0318
CHRISTOPHER L WILSON	6323 E MAIN ST, REYNOLDSBURG, OH 43068	614-868-1725
JOHN C BLICKLE	3921 WHEATLEY RD, RICHFIELD, OH 44286	330-659-3322
MARGO A KAROS	465 RICHMOND RD, RICHMOND HEIGHTS, OH 44143-2745	216-381-4722
THEODORE K SAUBER	109 STHY 325 N, RIO GRANDE, OH 45674	740-245-5156
ROBERT L GALLOWITZ	1000 SOUTH 2ND STREET, RIPLEY, OH 45167	937-392-4991
GREGORY J COUTRIS	21675 CENTER RIDGE RD, ROCKY RIVER, OH 44116-3917	440-333-7020
JASON T CHAN	835 LIME CITY RD, ROSSFORD, OH 43460-1613	419-666-7575
STACY VORHEES	431 E MAIN, RUSSELLS POINT, OH 43348-9601	937-843-5251
ROSS H STOLTZ	I 70 & OHIO VALLEY MALL, SAINT CLAIRSVILLE, OH 43950	740-695-4107
ROSS H STOLTZ	50739 VALLEY PLAZA DR, SAINT CLAIRSVILLE, OH 43950	740-695-8256
STEVEN R TELISCHAK	1892 E STATE ST, SALEM, OH 44460-3301	330-332-4889
JENNIFER GRUDE	3511 TIFFIN AVE, SANDUSKY, OH 44870	419-609-9119
NATHAN GRUDE	2102 RIVER AVE, SANDUSKY, OH 44870-3954	419-626-6321
TIMOTHY E SMITH	908 W PERKINS, SANDUSKY, OH 44870-4745	419-624-1709
TIMOTHY E SMITH	4204 MILAN ROAD, SANDUSKY, OH 44870-5832	419-625-6355
CONNIE SCHUMACHER	17111 SR 247, SEAMAN, OH 45679	937-386-2211
SHAWN G PAYNE	6074 SPEEDWAY DR, SEVILLE, OH 44273-9107	330-769-2008
MATTHEW BROWN	1695 E KEMPER RD, SHARONVILLE, OH 45246	513-771-3729
DANNY E ISON	3900 HAUCK ROAD, SHARONVILLE, OH 45241	513-563-6090
LARRY J MONICA	151 MANSFIELD AVE, SHELBY, OH 44875-1832	419-347-2004
BENJAMIN P SCOTT	2215 W MICHIGAN AVE, SIDNEY, OH 45365-9077	937-492-4900
MELONEY G KAROS	33650 AURORA RD, SOLON, OH 44139-3708	440-248-5604
JOLENE M MIERZEJEWSKI	5056 S WALNUT ST, SOUTH BLOOMFIELD, OH 43103	740-983-2033
MARGO A KAROS	4500 MAYFIELD RD, SOUTH EUCLID, OH 44121-4017	216-382-0814
STEPHEN CIELEC	354 PRIVATE ROAD 288 SUITE 2 (W*M#1478), SOUTH POINT, OH 45680	740-894-1133
STEPHEN CIELEC	295 COUNTY RD, SOUTH POINT, OH 45680	740-894-3888
MICHAEL G REESE	775 W CENTRAL AVE, SPRINGBORO, OH 45066-1113	937-746-1777
TIMOTHY J MOSHER	2100 BECHTLE AVE., SPRINGFIELD, OH 45504	937-390-7686
MARY MONFORT	1206 INDIANA AVE, ST. MARY'S, OH 45885	419-394-8833
RICHARD DOANE	2106 SUNSET BOULEVARD, STEUBENVILLE, OH 43952	740-264-2477
SALVATORE J BAGLIERI	5020 DARROW RD, STOW, OH 44224-1408	330-655-9820
WILLIAM E GALLOWAY	712 STEELS CORNERS RD, STOW, OH 44224	330-923-6261
AMY D ANSEL	607 S WOOSTER AVE, STRASBURG, OH 44680	330-878-2444
CHARLES E GALLOWAY	9439 SR 14, STREETSBORO, OH 44240	330-626-3773
ANDREW S PAYNE	764 S PARK CENTER FC 764, STRONGSVILLE, OH 44136	440-572-9988
STEPHEN R PAYNE	14615 PEARL RD, STRONGSVILLE, OH 44136-5011	440-572-1832
VIRGINIA LEWIS	725 DOVER RD, SUGARCREEK, OH 44681	330-852-3417
RODNEY H BOESTER	7352 E ST RT 37, SUNBURY, OH 43074-9549	740-965-2263
RODNEY H BOESTER	85 N. MILLER DRIVE, SUNBURY, OH 43074	740-965-5906
LARRY A MOORE	14225 AIRPORT HWY, SWANTON, OH 43558-1501	419-825-1715
JOHN C BLICKLE	23 SOUTHEAST AVE, TALLMADGE, OH 44278-2317	330-630-3296
CHRISTOPHER CIELEC	80 N PLAINS RD, THE PLAINS, OH 45780	740-797-0203
THOMAS R HUMBARO	1714 W STATE ROUTE 18, TIFFIN, OH 44883-2561	419-447-5925
BENJAMIN SCOTT, JR.	127 S GARBER DR, TIPP CITY, OH 45371-1147	937-667-3100
JON D HARRIS	3008 MONROE ST, TOLEDO, OH 43606	419-243-4443
JON D HARRIS	1520 CHERRY ST, TOLEDO, OH 43608-2912	419-244-5211
JON D HARRIS	1225 COLLINGWOOD, TOLEDO, OH 43602-1111	419-255-9308
JON D HARRIS	1405 S BYRNE RD, TOLEDO, OH 43614	419-385-1385
JON D HARRIS	1727 W LASKEY RD, TOLEDO, OH 43613	419-474-4676
JON D HARRIS	90 MAIN ST, TOLEDO, OH 43605-2032	419-691-8862
JON D HARRIS	5210 N SUMMIT ST, TOLEDO, OH 43611-2214	419-726-5535
JON D HARRIS	1560 E ALEXIS RD, TOLEDO, OH 43612-3952	419-726-5700
LISA HARRIS	36 N REYNOLDS RD, TOLEDO, OH 43615-5214	419-535-1107
JOHN HOUSE	1540 BROADWAY ST, TOLEDO, OH 43609-2855	419-255-1404
JOHN HOUSE	567 MANHATTAN BLVD, TOLEDO, OH 43608-1270	419-729-9414
ADAM J SLOAN	2130 S REYNOLDS RD, TOLEDO, OH 43614-1411	419-865-0001
TIMOTHY SLOAN	1205 W SYLVANIA AVE, TOLEDO, OH 43612-1705	419-476-8946
TIMOTHY SLOAN	3005 N. HOLLAND-SYLVANIA RD, TOLEDO, OH 43615	419-531-9081
TIMOTHY SLOAN	3138 SECOR RD, TOLEDO, OH 43606-1513	419-535-7661
RICHARD DOANE	1850 FRANKLIN ST, TORONTO, OH 43964	740-537-5370
JOYCE MANCE-ROAN	5360 SALEM AVE, TROTWOOD, OH 45426	937-854-2122
BENJAMIN SCOTT, JR.	1560 W MAIN ST, TROY, OH 45373-2512	937-339-3100
MELONEY G KAROS	2533 AURORA RD, TWINSBURG, OH 44087-2147	330-425-3011
VIRGINIA LEWIS	101 MCCAULEY DR, UHRICHSVILLE, OH 44683	740-922-3298
JOHN C BLICKLE	3672 MASSILLON RD, UNIONTOWN, OH 44685	330-896-9303
DAVID STILES	2224 WARRENSVILLE CENTER RD., UNIVERSITY HEIGHTS, OH 44118	216-382-7436
JERRY A LEWIS	1650 E WYANDOT AVE, UPPER SANDUSKY, OH 43351-9700	419-294-4182
JERRY A LEWIS	1162 N SHANNON, VAN WERT, OH 45891-2446	419-238-2055
JERRY A LEWIS	101 CHRISTOPHER CROSSING, VAN WERT, OH 45891	419-238-4755
ALAN R HERZOG	530 E NATIONAL RD, VANDALIA, OH 45377-2343	937-898-9613
STEPHEN R PAYNE	4783 LIBERTY AVE, VERMILION, OH 44089	440-967-4210
LEA ANNE HEIDMAN	920 HIGH ST, WADSWORTH, OH 44281-8763	330-336-8100
JEFF MONFORT	1376 BELLEFONTAINE ST, WAPAKONETA, OH 45895-9776	419-738-7264
JOHN P PERDUE	595 SOUTH ST, WARREN, OH 44483	330-392-9600
JOHN P PERDUE	162 NORTH RD, WARREN, OH 44484-4502	330-856-3611

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN P PERDUE	2487 PARKMAN RD, WARREN, OH 44485	330-898-3800
DAVID J RIEGER	2110 NILES COURTLAND RD, WARREN, OH 44484	330-652-0691
DAVID J RIEGER	4291 MAHONING AVE, WARREN, OH 44483-1928	330-847-8522
JOSHUA GREENE	22801 EMERY RD, WARRENSVILLE HEIGHTS, OH 44128	216-475-7570
DOMINIC M EPIFANO	1401 LEESBURG AVE, WASHINGTON COUR, OH 43160	740-333-1701
DOMINIC M EPIFANO	280 S ELM ST, WASHINGTON COURT HOUSE, OH 43160-2170	740-335-0453
LARRY A MOORE	7228 DUTCH RD, WATERVILLE, OH 43566	419-878-9720
JAMES D RIVELLO	1375 N SHOOP, WAUSEON, OH 43567-1826	419-337-6776
MELODY K FEWSTER	701 W EMMITT AVE, WAVERLY, OH 45690-1015	740-947-4661
MICHAEL G REESE	355 S MAIN ST, WAYNESVILLE, OH 45068	513-897-1110
BRAD A MUNN	1254 S PENNSYLVANIA AVE, WELLSTON, OH 45692	740-384-4716
RICHARD DOANE	100 LISBON ST, WELLSVILLE, OH 43968	330-532-3334
EUGENE A GILLESPIE	9160 ALLEN RD, WEST CHESTER, OH 45069-4834	513-870-0038
THERESE J JASPERS	7679 DOC DRIVE, WEST CHESTER, OH 45069	513-777-0008
THERESE J JASPERS	7085 LIBERTY CENTRE DR, WEST CHESTER, OH 45069	513-777-9688
DANIELLE N STAHL	9142 CINCINNATI COLUMBUS RD, WEST CHESTER, OH 45069	513-779-3656
JAMES A HOLOWICKI	285 E MAIN ST, WEST JEFFERSON, OH 43162	614-879-8966
ROBERT D NEITZKE	127 N MIAMI ST, WEST MILTON, OH 45383	937-698-3665
SUZANNE HEAD	11325 STHY 41, WEST UNION, OH 45693-9397	937-544-5695
MYRON WARE	40 N CLEVELAND AVE, WESTERVILLE, OH 43081-1247	614-882-5719
BRUCE A PARSLEY	8808 OHIO RIVER RD, WHEELERSBURG, OH 45694	740-574-5582
HERBERT WASHINGTON	28711 EUCLID AVE, WICKLIFFE, OH 44092-2526	440-943-4385
STEPHEN R PAYNE	207 E WALTON ST, WILLARD, OH 44890-9419	419-935-1414
MELONEY G KAROS	36390 EUCLID AVE, WILLOUGHBY, OH 44094-4454	440-942-7792
NICK KAROS	2841 BISHOP RD, WILLOUGHBY HILLS, OH 44092	440-944-2224
ALI MANDОВI	31115 VINE ST, WILLOWICK, OH 44094	440-944-6019
EDWARD H WERNET II	1272 ROMBACH RD, WILMINGTON, OH 45177	937-382-5211
EDWARD H WERNET II	5843 SR. 68 N, WILMINGTON, OH 45177-9416	937-382-5583
RICHARD DOANE	140 MAIN STREET, WINTERSVILLE, OH 43952	740-264-0601
DANNY E ISON	10573 SPRINGFIELD PIKE, WOODLAWN, OH 45215	513-771-8890
MELONEY G KAROS	27570 CHAGRIN BLVD, WOODMERE, OH 44122	216-378-9933
ROSS H STOLTZ	145 N MAIN ST, WOODSFIELD, OH 43793	740-472-0100
JUDITH BECKER	924 W. MAIN STREET, WOODVILLE, OH 43469	419-849-2323
JEFFREY NEWMAN	80 E WILSON BRIDGE RD, WORTHINGTON, OH 43085-2302	614-885-8798
JEREMY S HAMILTON	1645 N DETROIT STEET, XENIA, OH 45385	937-374-0103
JOHN P PERDUE	570 5TH AVE, YOUNGSTOWN, OH 44502-1241	330-743-6112
JOHN P PERDUE	2525 MARKET ST, YOUNGSTOWN, OH 44507-1436	330-782-6225
HERBERT WASHINGTON	691 MCCARTNEY RD, YOUNGSTOWN, OH 44505-5016	330-747-6474
HERBERT WASHINGTON	3630 BELMONT RD, YOUNGSTOWN, OH 44505-1404	330-759-2706
HERBERT WASHINGTON	601 MIDLOTHIAN RD, YOUNGSTOWN, OH 44512	330-782-6691
HERBERT WASHINGTON	3034 MAHONING AVE, YOUNGSTOWN, OH 44509-2634	330-793-1210
RICK M THORLEY	818 N COUNTRY CLUB RD, ADA, OK 74820-2844	580-436-4216
MIKE P WEBER	2500 N MAIN (W*M #479), ALTUS, OK 73521	580-477-1682
MIKE P WEBER	220 E BROADWAY, ALTUS, OK 73521-5504	580-482-7555
STEPHEN H BIDDLE	602 OKLAHOMA BLVD., ALVA, OK 73717	580-327-0044
HAROLD W JACKSON	714 W. PETREE ROAD, ANADARKO, OK 73005	405-247-2948
MATTHEW C BALDWIN	INDIAN NATION TURNPIKE, ANTLERS, OK 74523-0879	580-298-2355
GARY E COOK	1202 COOPER DR, ARDMORE, OK 73401	580-223-1542
GARY E COOK	1001 W BROADWAY, ARDMORE, OK 73401-4530	580-226-5001
RICK M THORLEY	1100 S MISSISSIPPI, ATOKA, OK 74525-2868	580-889-2511
GLEN D NICHOLS, JR.	4000 GREEN COUNTRY (W*M #41), BARTLESVILLE, OK 74006	918-333-2144
GLEN D NICHOLS, JR.	2441 SE WASHINGTON BLVD, BARTLESVILLE, OK 74006	918-333-3232
GLEN D NICHOLS, JR.	606 SE WASHINGTON BLVD, BARTLESVILLE, OK 74003	918-333-6060
DONALD J SANTIAGO	7010 NW 23RD ST, BETHANY, OK 73008-5221	405-495-1002
JAY C WAGNER	12101 S MEMORIAL, BIXBY, OK 74008	918-369-4411
RAMONA SANTIAGO-DAVIS	909 N 44TH, BLACKWELL, OK 74631	580-363-3113
ROBERT E WAGNER JR.	702 N MAIN, BRISTOW, OK 74010	918-367-5661
JAY C WAGNER	1250 E. ALBANY ST., BROKEN ARROW, OK 74012	918-355-0378
ROBERT E WAGNER JR.	2525 N ASPEN, BROKEN ARROW, OK 74012-1153	918-251-1266
ROBERT E WAGNER JR.	830 N ELM PL, BROKEN ARROW, OK 74012	918-251-6110
ROBERT E WAGNER JR.	2301 W KENOSHA ST (WALMART #472), BROKEN ARROW, OK 74012	918-259-1298
ROBERT E WAGNER JR.	3800 S ELM PL, BROKEN ARROW, OK 74012	918-451-0303
ROBERT E WAGNER JR.	11091 S. HIGHWAY 51, BROKEN ARROW, OK 74014	918-486-1610
ROBERT E WAGNER, III	6310 S ELM PL (WALMART #3295), BROKEN ARROW, OK 74011	918-455-6114
THOMAS H LATOOF	513 S PARK DR, BROKEN BOW, OK 74728	580-584-7300
THOMAS C ROSSER, JR.	300 N 193RD E AVE, CATOOSA, OK 74015-2854	918-266-7892
ROBERT E WAGNER JR.	1818 E. 1ST ST., CHANDLER, OK 74834	405-258-5300
MATTHEW C BALDWIN	99 PAUL CARR DRIVE, CHECOTAH, OK 74426	918-473-2253
HAROLD W JACKSON	2027 S 4TH ST, CHICKASHA, OK 73018-5942	405-222-1851
HAROLD W JACKSON	HE BAILEY TURNPIKE, CHICKASHA, OK 73018	405-222-3639
THOMAS C ROSSER, JR.	1404 SO. CHOUTEAU AVE., CHOUTEAU, OK 74337	918-476-6206
KEVIN R HERN	309 S. BROADWAY ST., CLEVELAND, OK 74020	918-358-9200
JOSEPH S PHILLIPS	2301 RED WHEAT, CLINTON, OK 73601-5315	580-323-0295
TIMOTHY P RICH	11604 N 135TH E AVE, COLLINSVILLE, OK 74021	918-371-0632
GREGORY P BABINEC	2230 E MAIN ST, CUSHING, OK 74023-2907	918-225-7515
CRAIG A JACKSON	1817 N. HWY. 81, DUNCAN, OK 73533	580-252-1398
HAROLD W JACKSON	1845 NORTH HWY 81 (W*M #1116), DUNCAN, OK 73533	580-470-8251

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICK M THORLEY	2227 W MAIN ST, DURANT, OK 74701-4803	580-920-0126
MATTHEW C BALDWIN	INDIAN NATION TURNPIKE, DUSTIN, OK 74839	918-657-2288
ROBERT E BLACK	20 SE 33RD ST, EDMOND, OK 73013	405-359-0209
ROBERT E BLACK	2933 E MEMORIAL, EDMOND, OK 73034	405-478-5444
ROBERT E BLACK	1414 S SANTA FE AVE, EDMOND, OK 73003	405-844-9668
SCOTT A WEAVER	1225 W.I-35 FRONTAGE RD. (W*M), EDMOND, OK 73034-7394	405-340-2005
SCOTT A WEAVER	1235 N KELLY, EDMOND, OK 73003-4865	405-340-3473
SCOTT A WEAVER	1300 E 2ND ST, EDMOND, OK 73034	405-348-8228
ANITA L LA PAT	2424 S COUNTRY CLUB DR, EL RENO, OK 73036-5813	405-262-7500
HAROLD W JACKSON	7738 HWY. 277, ELGIN, OK 73538	580-492-4478
JOSEPH S PHILLIPS	2009 S MAIN, ELK CITY, OK 73648-9113	580-323-0295
MIKE P WEBER	20221 E. 1110 RD. (W*M #134), ELK CITY, OK 73648	580-225-2911
STEPHEN H BIDDLE	5505 W OWEN K GARRIOTT (W*M #499), ENID, OK 73754	580-213-2077
STEPHEN H BIDDLE	1010 W MAINE ST, ENID, OK 73703	580-233-4500
STEPHEN H BIDDLE	1125 W WILLOW, ENID, OK 73703	580-234-3500
STEPHEN H BIDDLE	4125 W GARRIOTT, ENID, OK 73703	580-234-6840
BILLY D SAMPSON	620 S MAIN ST, EUFAULA, OK 74432	918-689-9733
DEAN MATHEWS	920 S. ROSS ST, FORT GIBSON, OK 74434	918-478-4799
KEVIN R HERN	12101 SO. WACO AVE., GLENPOOL, OK 74066	918-298-4191
KEVIN R HERN	110 W 141ST ST, GLENPOOL, OK 74033-3535	918-322-5357
MICHAEL LEWANDOWSKI	209 W 3RD, GROVE, OK 74344-3203	918-786-7149
ROBERT E BLACK	1527 S DIVISION, GUTHRIE, OK 73044-5009	405-282-0681
WILLIAM R BENDA	1906 HWY 64 N, GUYMON, OK 73942	580-338-5668
MATTHEW C BALDWIN	500 E MAIN, HENRYETTA, OK 74437-4438	918-652-7757
KATHRYN E LOPEZ-THORLEY	424 EAST HWY, HOLDENVILLE, OK 74848	405-379-3966
LAURA LATOOF	1509 E JACKSON, HUGO, OK 74743	580-326-0002
THOMAS H LATOOF	201 SE LINCOLN ROAD, IDABEL, OK 74745	580-286-6158
MICHAEL LEWANDOWSKI	404 MAIN STREET, JAY, OK 74346	918-253-3443
KEVIN R HERN	605 W MAIN, JENKS, OK 74037	918-298-5760
BRIAN LA PAT	1600 S. MAIN, KINGFISHER, OK 73750	405-375-5455
KARA E HILLMAN	3144 NW CACHE RD, LAWTON, OK 73505	580-351-9820
KARA E HILLMAN	30 S SHERIDAN, LAWTON, OK 73501-5501	580-354-0544
KARA E HILLMAN	1015 SW LEE BLVD, LAWTON, OK 73501-5720	580-357-3580
KARA E HILLMAN	6301 NW QUANNAH PARKER TRWY (W*M #5071), LAWTON, OK 73505	580-510-0920
KARA E HILLMAN	1 NW 67TH ST, LAWTON, OK 73505	580-510-8084
HAROLD W JACKSON	407 LINWOOD PLZ (W*M #893), LINDSAY, OK 73052	405-756-8853
GARY E COOK	511 S 1ST ST, MADILL, OK 73446	580-795-2600
STEPHEN TODD BLAKLEY	1303 MEMORIAL DRIVE, MARIETTA, OK 73448	580-276-5415
BILLY D SAMPSON	432 S GEORGE NIGH EXPY (W*M #151), MCALESTER, OK 74501	918-423-0303
BILLY D SAMPSON	1758 E CARL ALBERT PKY, MCALESTER, OK 74501-5138	918-423-8050
MICHAEL LEWANDOWSKI	1131N MAIN ST, MIAMI, OK 74354	918-542-2094
ALI TAFAVOTI	9001 NE 23RD, MIDWEST CITY, OK 73141	405-769-7222
SCOTT A WEAVER	8000 E RENO, MIDWEST CITY, OK 73110	405-741-2113
JOHN R HADLEY	MUSKOGEE TURNPIKE, MUSKOGEE, OK 74401	918-683-1878
DEAN MATHEWS	101 S 32ND ST, MUSKOGEE, OK 74401	918-681-4088
DEAN MATHEWS	140 W SHAWNEE, MUSKOGEE, OK 74401-4147	918-682-5730
DEAN MATHEWS	1000 W. SHAWNEE ST. (WAL*MART #130), MUSKOGEE, OK 74401	918-683-7745
DEAN MATHEWS	2415 CHANDLER, MUSKOGEE, OK 74403	918-781-1358
PATRICIA M SANTIAGO-BRENNAN	951 E STATE HWY 152 (W*M #517), MUSTANG, OK 73169	405-376-3000
PATRICIA M SANTIAGO-BRENNAN	101 N TRADING CENTER TER, MUSTANG, OK 73064	405-376-4414
DONALD J SANTIAGO	3254 HILL STAR DRIVE, NEWCASTLE, OK 73065	405-387-5888
PATRICIA M SANTIAGO-BRENNAN	333 INTERSTATE DR (WALMART 0212), NORMAN, OK 73069	405-217-9349
PATRICIA M SANTIAGO-BRENNAN	3520 W. TECUMSEH RD., NORMAN, OK 73072	405-310-4050
PATRICIA M SANTIAGO-BRENNAN	1720 W LINDSEY ST, NORMAN, OK 73069	405-329-4800
PATRICIA M SANTIAGO-BRENNAN	2030 HIGHWAY 9 WEST, NORMAN, OK 73072	405-329-5900
PATRICIA M SANTIAGO-BRENNAN	101 ED NOBLE PKY, NORMAN, OK 73072	405-364-0862
MATTHEW C BALDWIN	609 S. WOODY GUTHRIE ST., OKEMAH, OK 74859-4643	918-623-9232
ROBERT E BLACK	16410 N MAY, OKLAHOMA CITY, OK 73013	405-340-8744
ROBERT E BLACK	14001 N PENNSYLVANIA AVE, OKLAHOMA CITY, OK 73134	405-749-1900
JOSE SANTIAGO	12216 N PENNSYLVANIA, OKLAHOMA CITY, OK 73120-7834	405-286-9698
JOSE SANTIAGO	2101 NW 23RD ST, OKLAHOMA CITY, OK 73107	405-524-4100
JOSE SANTIAGO	11000 N ROCKWELL, OKLAHOMA CITY, OK 73132	405-721-2100
JOSE SANTIAGO	13501 N MACARTHUR, OKLAHOMA CITY, OK 73142	405-722-8500
JOSE SANTIAGO	6700 N MAY, OKLAHOMA CITY, OK 73116	405-842-3314
JOSE SANTIAGO	1801 BELLE ISLE BLVD (WALMART 2804), OKLAHOMA CITY, OK 73118	405-879-6770
JOSE SANTIAGO	2000 W MEMORIAL (W*M #1626), OKLAHOMA CITY, OK 73120	405-936-0050
JOSE SANTIAGO	3722 NW 39TH ST, OKLAHOMA CITY, OK 73112	405-943-0140
PATRICIA M SANTIAGO-BRENNAN	4 S. MUSTANG RD, OKLAHOMA CITY, OK 73099	405-265-1834
PATRICIA M SANTIAGO-BRENNAN	400 S MORGAN RD, OKLAHOMA CITY, OK 73128	405-495-8888
PATRICIA M SANTIAGO-BRENNAN	8001 NW HWY, OKLAHOMA CITY, OK 73132	405-721-8000
PATRICIA M SANTIAGO-BRENNAN	5812 NORTHWEST EXPY, OKLAHOMA CITY, OK 73132-5239	405-721-9700
PATRICIA M SANTIAGO-BRENNAN	7800 NW EXPY (W*M #622), OKLAHOMA CITY, OK 73132	405-722-5300
PATRICIA M SANTIAGO-BRENNAN	10609 S. MAY AVE., OKLAHOMA CITY, OK 73170	405-735-8724
PATRICIA M SANTIAGO-BRENNAN	201 S COUNCIL, OKLAHOMA CITY, OK 73128	405-782-0645
PATRICIA M SANTIAGO-BRENNAN	401 S MACARTHUR BLVD, OKLAHOMA CITY, OK 73128	405-789-2293
PATRICIA M SANTIAGO-BRENNAN	6100 W RENO AVE (W*M #564), OKLAHOMA CITY, OK 73127	405-789-7960
PATRICIA M SANTIAGO-BRENNAN	312 S MERIDIAN AVE, OKLAHOMA CITY, OK 73108-1012	405-942-6023

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
HORACE STEVENSON	1004 W SHERIDAN, OKLAHOMA CITY, OK 73106	405-235-1400
HORACE STEVENSON	501 E. RENO AVE., OKLAHOMA CITY, OK 73102-5014	405-272-5125
HORACE STEVENSON	5815 MARTIN LUTHER KING, OKLAHOMA CITY, OK 73111-7050	405-424-1141
HORACE STEVENSON	113 NW 23RD ST, OKLAHOMA CITY, OK 73103-4306	405-525-4115
HORACE STEVENSON	100 E I-240 SERVICE RD (W*M #743), OKLAHOMA CITY, OK 73149	405-635-9919
HORACE STEVENSON	6012 S PENNSYLVANIA AVE, OKLAHOMA CITY, OK 73159-3302	405-685-9600
DARRYL UMPHRIES	2700 NE 10TH ST, OKLAHOMA CITY, OK 73117	405-424-6199
DARRYL UMPHRIES	7800 S SOONER RD, OKLAHOMA CITY, OK 73135	405-733-3039
SCOTT A WEAVER	12135 N I 35, OKLAHOMA CITY, OK 73131	405-478-4747
SCOTT A WEAVER	1535 NW 50TH ST, OKLAHOMA CITY, OK 73118-4411	405-858-0100
TONJUA WHETSTONE	2901 S MAY, OKLAHOMA CITY, OK 73108-5625	405-681-4225
MATTHEW C BALDWIN	480 S WOOD DR, OKMULGEE, OK 74447	918-756-7314
TIMOTHY P RICH	7590 OWASSO EXPY, OWASSO, OK 74055-3445	918-272-3012
TIMOTHY P RICH	12101 E 96TH ST N (WALMART 0168), OWASSO, OK 74055	918-376-9937
GARY E COOK	2635 WEST GRANT AVE, PAULS VALLEY, OK 73075	405-238-2282
KEVIN R HERN	1900 E. MAIN, PAWHUSKA, OK 74056	918-287-2385
TIM RINKER	MILE 36 CIMARRON TURNPIKE, PAWNEE, OK 74058	918-454-2423
ROBERT S HORROCKS, JR.	102 E. HWY. 33, PERKINS, OK 74059	405-547-8664
ROBERT S HORROCKS, III	2802 W FIR, PERRY, OK 73077	580-336-3455
PATRICIA M SANTIAGO-BRENNAN	13300 PIEDMONT RD., PIEDMONT, OK 73099	405-283-0840
RAMONA SANTIAGO-DAVIS	2124 N 14TH ST, PONCA CITY, OK 74601-1829	580-762-8686
JAMES K HADLEY	3108 N BROADWAY (W*M #31), POTEAU, OK 74953	918-647-2080
JAMES K HADLEY	1801 N BROADWAY, POTEAU, OK 74953-3532	918-647-8700
THOMAS C ROSSER, JR.	849 S MILL ST, PRYOR, OK 74361-6021	918-825-4032
GARY E COOK	2211 S 9TH, PURCELL, OK 73080-1742	405-527-6595
JOHN R HADLEY	126 W RAY FINE BLVD, ROLAND, OK 74954	918-427-4241
JOHN R HADLEY	1006 S. ROBERT KERR BLVD., SALLISAW, OK 74955-7225	918-775-2840
KEVIN R HERN	220 S HWY 97 (W*M #838), SAND SPRINGS, OK 74063-3832	918-241-2254
KEVIN R HERN	16 E TAFT, SAPULPA, OK 74066	918-224-6916
KATHRYN E LOPEZ-THORLEY	1423 MILT PHILLIPS BLVD, SEMINOLE, OK 74868-2327	405-382-2965
KEVIN R HERN	610 W. ROGERS BLVD., SKIATOOK, OK 74070	918-396-9496
BILLY D SAMPSON	1310 E. MAIN ST, STIGLER, OK 74462	918-967-4199
ROBERT S HORROCKS, JR.	110 W MCELROY, STILLWATER, OK 74076	405-377-0900
ROBERT S HORROCKS, JR.	920 W 6TH ST, STILLWATER, OK 74074	405-743-0370
BILL MATHEWS	201 W LOCUST ST, STILLWELL, OK 74960	918-797-2111
ROBERT E WAGNER JR.	801 ADA WEBB DR, STROUD, OK 74079	918-968-2399
ROBERT E WAGNER JR.	TURNER TURNPIKE, STROUD, OK 74079	918-968-2888
KATHRYN E LOPEZ-THORLEY	2539 W. BROADWAY AVE., SULPHUR, OK 73086	580-622-2440
BILL MATHEWS	1501 S MUSKOGEE, TAHLEQUAH, OK 74464	918-456-4740
KATHRYN E LOPEZ-THORLEY	1210 GORDON COOPER DR., TECUMSEH, OK 74873	405-598-0260
THERESA SANTIAGO-ADAMS	10809 N MAY, THE VILLAGE, OK 73120	405-755-0442
MICHEAL GENTRY	1216 E 15TH ST S, TULSA, OK 74120	918-295-8936
MICHEAL GENTRY	1441 N PEORIA, TULSA, OK 74104	918-599-0631
MICHEAL GENTRY	1708 E 1ST ST, TULSA, OK 74104-1401	918-599-7730
KEVIN R HERN	5819 S 49TH WEST AVE, TULSA, OK 74107	918-445-3527
KEVIN R HERN	7105 S OLYMPIA AVE W, TULSA, OK 74132	918-445-7201
KEVIN R HERN	2091 E 81ST ST S (W*M #992), TULSA, OK 74132-2652	918-492-0505
KEVIN R HERN	1406 E 71ST, TULSA, OK 74136-5037	918-494-0242
KEVIN R HERN	2245 SOUTHWEST BLVD, TULSA, OK 74107-2706	918-585-9260
KEVIN R HERN	229 N. GILCREASE MUSEUM RD., TULSA, OK 74127-6537	918-596-0000
ROBERT E WAGNER JR.	333 S 129TH E AVE, TULSA, OK 74101	918-234-0800
ROBERT E WAGNER JR.	8952 S MEMORIAL DR, TULSA, OK 74133-4303	918-250-0091
ROBERT E WAGNER JR.	9525 E 71ST ST S, TULSA, OK 74145	918-250-6024
ROBERT E WAGNER JR.	207 S MEMORIAL (W*M #576), TULSA, OK 74112	918-832-1162
ROBERT E WAGNER JR.	1301 S. HARVARD, TULSA, OK 74112	918-834-1895
ROBERT E WAGNER, III	8112 S MINGO RD, TULSA, OK 74133	918-461-8616
ROBERT E WAGNER, III	7010 S ZURICH AVE, TULSA, OK 74117	918-492-8701
ROBERT E WAGNER, III	4935 S MEMORIAL DR, TULSA, OK 74145-6914	918-664-6085
THOMAS C ROSSER, JR.	WILL ROGERS TURNPIKE, VINITA, OK 74301	918-256-5571
THOMAS C ROSSER, JR.	111 E ILLINOIS, VINITA, OK 74301	918-256-6364
JOHN R HADLEY	420 S DEWEY, WAGONER, OK 74467-5500	918-485-9548
KARA E HILLMAN	RT 2 BOX 13AG BAILEY TRPK, WALTERS, OK 73572-0323	580-875-6400
JOHN R HADLEY	1003 S. HWY. 2, WARNER, OK 74469	918-463-5313
JOSE SANTIAGO	5850 NW 39TH EXPY, WARR ACRES, OK 73122	405-782-0361
JOSEPH S PHILLIPS	105 N WASHINGTON, WEATHERFORD, OK 73096	580-774-1000
BILLY D SAMPSON	417 W MAIN, WILBURTON, OK 74578	918-465-9833
DELBERT GENTRY	2720 OKLAHOMA AVE, WOODWARD, OK 73801-4012	580-254-2299
RON WRIGHT	31 W MAIN, YUKON, OK 73099-2234	405-354-1285
RON WRIGHT	1252 GARTH BROOKS BLVD, YUKON, OK 73099	405-354-1779
ALICIA M BEAULAUER	1820 PACIFIC BLVD SW, ALBANY, OR 97321-3532	541-926-0929
ALICIA M BEAULAUER	3232 E PACIFIC, ALBANY, OR 97321	541-928-1230
DONALD D ARMSTRONG	19525 SW TUALATIN VALLEY HWY, ALOHA, OR 97006-2340	503-649-7092
TODD TOBEY	645 MARINE DR, ASTORIA, OR 97103-4238	503-325-4168
BEAU WILLADSEN	760 CAMPBELL ST, BAKER CITY, OR 97814	541-523-7041
DONALD D ARMSTRONG	15975 SW REGATTA LN, BEAVERTON, OR 97006	503-614-8799
DONALD D ARMSTRONG	3519 CEDAR HILLS BLVD, BEAVERTON, OR 97005-2026	503-643-1327
DONALD D ARMSTRONG	9475 BEAVERTON HILLSDALE, BEAVERTON, OR 97005	503-646-1816

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
NANETTE BITTLER	2048 NE 3RD ST, BEND, OR 97701-3815	541-389-3665
NANETTE BITTLER	2630 NE HWY 20, BEND, OR 97701	541-389-8122
NANETTE BITTLER	1151 SE 3RD, BEND, OR 97702	541-389-8222
NANETTE BITTLER	220 SW CENTURY DR, BEND, OR 97702	541-389-8324
NANETTE BITTLER	20120 PINEBROOK BLVD (W*M #2075), BEND, OR 97702	541-389-9929
TIMOTHY WILLIAMSON	815 CHETCO AVE, BROOKINGS, OR 97415-0250	541-469-9572
MINDY MAYER	709 S WEST 1ST ST, CANBY, OR 97013-3823	503-266-5900
LYLE EUGENE HILL III	43 S 9TH ST, CENTRAL POINT, OR 97502	541-664-1663
JOSEPHINE D CRENSHAW	19850 SE HWY 212, CLACKAMAS, OR 97015	503-658-0709
SHERYL MATHERS	14600 SUNNYSIDE RD, CLACKAMAS, OR 97015	503-658-5107
MINDY MAYER	15960 SE 82ND DR, CLACKAMAS, OR 97015-9502	503-656-0758
MINDY MAYER	13470 SE HWY 212, CLACKAMAS, OR 97015	503-657-2855
RODNEY L SOMERVILLE	772 S BROADWAY, COOS BAY, OR 97420-1542	541-267-2688
RODNEY L SOMERVILLE	2051 NEWMARK AVE (W*M 1880), COOS BAY, OR 97420	541-888-2479
SALVATORE MUSCARDIN	2250 NW 9TH ST, CORVALLIS, OR 97330-1555	541-753-1014
SALVATORE MUSCARDIN	300 NW 3RD ST, CORVALLIS, OR 97330	541-754-8050
CYNTHIA A WHITTINGTON	1520 GATEWAY BLVD, COTTAGE GROVE, OR 97424-1262	541-942-0024
ALICIA M BEAULAUER	227 E ELLENDALE AVE, DALLAS, OR 97338-1511	503-623-3288
PATRICE A SANDERS	1910 6TH AVE W, EUGENE, OR 97402-4308	541-342-5533
PATRICE A SANDERS	3555 W 11TH ST, EUGENE, OR 97402	541-343-8440
PATRICE A SANDERS	4550 W. 11TH ST.(W*M), EUGENE, OR 97402	541-393-0786
PATRICE A SANDERS	659 E BROADWAY (HILLYARD), EUGENE, OR 97403	541-485-3857
PATRICE A SANDERS	2125 CUBIT ST, EUGENE, OR 97402	541-607-5834
PATRICE A SANDERS	1580 COBURG RD, EUGENE, OR 97401-4802	541-686-2528
PATRICE A SANDERS	55 RIVER AVE, EUGENE, OR 97402	541-689-1303
CYNTHIA A WHITTINGTON	2855 WILLAMETTE, EUGENE, OR 97401	541-485-5190
ROGER SNELLING	2060 HWY 101, FLORENCE, OR 97439	541-997-5046
DENNIS L POULIN	3315 PACIFIC AVE, FOREST GROVE, OR 97116-1914	503-352-9076
MINDY MAYER	820 E BERKELEY ST, GLADSTONE, OR 97027	503-557-9951
LYLE EUGENE HILL III	204 NE BEACON DR, GRANTS PASS, OR 97526-3842	541-471-1821
LYLE EUGENE HILL III	1610 ALLEN CREEK ROAD, GRANTS PASS, OR 97527	541-472-1772
LYLE EUGENE HILL III	1891 N 6TH ST, GRANTS PASS, OR 97526-1057	541-479-6333
LYLE EUGENE HILL III	305 NE TERRY LANE (W*M 1834), GRANTS PASS, OR 97526	541-956-1362
JESSIKA HERNANDEZ-CASTILLO	1567 NE BURNSIDE RD, GRESHAM, OR 97030	503-665-4511
ROXANNE KENNEDY	900 SW HIGHLAND RD, GRESHAM, OR 97080-6373	503-667-6914
LEE ADAMS	1320 N 1ST, HERMISTON, OR 97838-1102	541-567-2544
CARL ARMSTRONG	6399 NW CORNELIUS PASS ROAD, HILLSBORO, OR 97124	503-439-0090
DONALD D ARMSTRONG	2435 NW TOWN CENTER DR, HILLSBORO, OR 97006-8948	503-645-2010
DONALD D ARMSTRONG	558 SE 10TH AVE, HILLSBORO, OR 97123-4625	503-648-3622
DONALD D ARMSTRONG	110 SE BASELINE ST, HILLSBORO, OR 97123	503-648-5700
DONALD D ARMSTRONG	1215 NE 48TH, HILLSBORO, OR 97124	503-844-8621
JORGE J RIBEIRO	641 N HWY 20, HINES, OR 97738	541-573-5633
DANIEL JASON BUSTOS	1049 MARINA WAY, HOOD RIVER, OR 97031-2378	541-386-2268
DANIEL JASON BUSTOS	2101 CASCADE AVE, HOOD RIVER, OR 97031	541-386-9004
ALICIA M BEAULAUER	1315 MONMOUTH ST, INDEPENDENCE, OR 97351	503-838-3337
JORGE J RIBEIRO	742 W MAIN ST, JOHN DAY, OR 97845	541-575-1023
PATRICE A SANDERS	355 W 10TH, JUNCTION CITY, OR 97448	541-998-1250
MICHAEL SEAMAN	4880 NE RIVER RD, KEIZER, OR 97303-4538	503-390-3522
MICHAEL SEAMAN	6025 KEIZER STATION BLVD NE, KEIZER, OR 97303	503-463-1144
JAMES W KELLY	3600 WASHBURN WAY (W*M 1772), KLAMATH FALLS, OR 97603	541-273-2058
JAMES W KELLY	2481 CAMPUS DR, KLAMATH FALLS, OR 97601-1102	541-882-9410
JAMES W KELLY	1874 AVALON BLVD, KLAMATH FALLS, OR 97601	541-884-6654
BEAU WILLADSEN	2308 ISLAND AVE, LA GRANDE, OR 97850	541-963-9015
NANETTE BITTLER	16505 REED ROAD, LA PINE, OR 97739	541-536-3065
ROXANNE KENNEDY	16044 LOWER BOONES FERRY, LAKE OSWEGO, OR 97034	503-636-1579
SALVATORE MUSCARDIN	2250 S SANTIAM HWY, LEBANON, OR 97355-2481	541-451-2820
ROGER SNELLING	4060 N HWY 101, LINCOLN CITY, OR 97367	541-994-4838
PAUL L RODBY	28 NE OAK ST, MADRAS, OR 97741	541-475-3580
ROXANNE KENNEDY	225 NE NORTON LN, MCMINNVILLE, OR 97128	503-472-0606
ROXANNE KENNEDY	1691 N HWY 99 W., MCMINNVILLE, OR 97128-2728	503-472-0808
LAWRENCE V BARCO	1360 CENTER DRIVE, MEDFORD, OR 97501	541-245-9805
DOUGLAS ERIC HILL	1140 BIDDLE RD, MEDFORD, OR 97504	541-779-3334
DOUGLAS ERIC HILL	3611 CRATER LAKE HWY, MEDFORD, OR 97504	541-857-2904
LYLE EUGENE HILL III	221 FERN VALLEY RD, MEDFORD, OR 97501	541-535-7683
LYLE EUGENE HILL III	245 BARNETT RD, MEDFORD, OR 97504	541-779-3362
LEE ADAMS	408 S MAIN ST, MILTON FREEWATER, OR 97862-1058	541-938-4305
MARK BYNUM	8151 SE LAMPHIER, MILWAUKIE, OR 97222	503-774-2960
DOUGLAS A SCHWINDT	15870 SE MCLOUGHLIN BLVD, MILWAUKIE, OR 97267	503-654-6268
DOUGLAS A SCHWINDT	10970 SE OAK ST, MILWAUKIE, OR 97222-6695	503-659-0979
MINDY MAYER	1565 W MAIN ST, MOLALLA, OR 97038	503-829-9922
GARY EADS	280 PRUNER RD, MYRTLE CREEK, OR 97457	541-863-7799
ROXANNE KENNEDY	3005 PORTLAND RD, NEWBERG, OR 97132-2074	503-538-6611
ROGER SNELLING	1300 N COAST HWY, NEWPORT, OR 97365-2445	541-265-9866
SCOTT SOMERVILLE	3303 BROADWAY, NORTH BEND, OR 97459-2201	541-756-6617
JAMES W MONROE II	9975 NW GLENCOE RD, NORTH PLAINS, OR 97133	503-647-5070
CYNTHIA A WHITTINGTON	47567 HWY 58, OAKRIDGE, OR 97463	541-782-5525
JORGE J RIBEIRO	1476 SW 4TH AVE, ONTARIO, OR 97914	541-881-8787

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JORGE J RIBEIRO	1690 E IDAHO AVE, ONTARIO, OR 97914-3028	541-889-2525
JOSEPHINE D CRENSHAW	1450 S MOLALLA, OREGON CITY, OR 97045-4004	503-655-7649
FRANCISCO RIVERA-GIUSTI	2010 CLACKAMETTE DR, OREGON CITY, OR 97045	503-655-2393
BEAU WILLADSEN	72489 HIGHWAY 331, PENDLETON, OR 97801	541-276-2327
BEAU WILLADSEN	900 SOUTHGATE, PENDLETON, OR 97801-3950	541-276-6696
SALVATORE MUSCARDIN	125 S 14TH ST, PHILOMATH, OR 97370	541-929-3335
DONALD D ARMSTRONG	10050 SW BARBUR BLVD, PORTLAND, OR 97219	503-246-6711
DONALD D ARMSTRONG	13459 NWCORNELL RD, PORTLAND, OR 97229	503-643-9455
MARK BYNUM	5613 SE 82ND AVE, PORTLAND, OR 97266-4813	503-777-9007
JOSEPHINE D CRENSHAW	12440 SE 82ND, PORTLAND, OR 97206	503-654-9351
JAMES DOTSON	2875 SE POWELL BLVD, PORTLAND, OR 97202-2051	503-233-4029
JAMES DOTSON	18320 SE STARK ST, PORTLAND, OR 97233	503-665-4736
JAMES DOTSON	9100 SE POWELL BLVD, PORTLAND, OR 97266	503-775-0339
KAREN FITZGERALD	3208 NW YEON, PORTLAND, OR 97210-1524	503-223-9235
KAREN FITZGERALD	2010 NE CESAR E CHAVEZ BLVD, PORTLAND, OR 97212-5333	503-282-1234
KAREN FITZGERALD	7487 N IDA AVE, PORTLAND, OR 97203	503-289-3544
JESSIKA HERNANDEZ-CASTILLO	2231 NE 181ST AVE, PORTLAND, OR 97230-6924	503-667-0722
ROXANNE KENNEDY	12026 NE AIRPORT WAY, PORTLAND, OR 97230	503-253-1695
JAMES W MONROE II	1831 W BURNSIDE, PORTLAND, OR 97209	503-227-6870
JAMES W MONROE II	8011 NE MARTIN LUTHER KING JR BLVD, PORTLAND, OR 97211	503-283-6733
JAMES W MONROE II	1035 SW 6TH AVE, PORTLAND, OR 97204-1102	503-295-1234
JAMES W MONROE II	1850 SW 6TH AVE, PORTLAND, OR 97201	503-796-0896
FRANCISCO RIVERA-GIUSTI	8149 SE STARK, PORTLAND, OR 97215	503-251-1211
FRANCISCO RIVERA-GIUSTI	12109 NE GLISAN STREET, PORTLAND, OR 97220	503-252-8057
FRANCISCO RIVERA-GIUSTI	3330 NE 82ND AVE, PORTLAND, OR 97220-5230	503-254-5349
FRANCISCO RIVERA-GIUSTI	1525 N EAST 103RD ST, PORTLAND, OR 97220	503-256-9290
DOUG WACKER	2313 LLOYD CTR (SATELLITE), PORTLAND, OR 97232	503-282-4618
DOUG WACKER	1520 NE GRAND, PORTLAND, OR 97232-1153	503-287-7719
DOUG WACKER	12005 N CENTER ST, PORTLAND, OR 97217-7816	503-289-2127
DOUG WACKER	SWAN ISLAND 3110 N GOING ST, PORTLAND, OR 97217	503-735-9076
PAUL L RODBY	498 W 3RD ST, PRINEVILLE, OR 97754	541-447-2571
PAUL L RODBY	895 SW RIMROCK WAY #100, REDMOND, OR 97756	541-504-0073
PAUL L RODBY	2456 S HWY 97, REDMOND, OR 97756-8874	541-923-1923
PAUL L RODBY	300 NW OAK TREE LANE, REDMOND, OR 97756	541-923-7322
RODNEY L SOMERVILLE	310 N 14TH ST, REEDSPORT, OR 97467	541-271-7441
GARY EADS	2535 NW STEWART PARKWAY, ROSEBURG, OR 97470	541-440-9025
GARY EADS	511 NE GARDEN VALLEY RD, ROSEBURG, OR 97470-2081	541-672-7002
GARY EADS	4779 GRANGE RD, ROSEBURG, OR 97470	541-784-9477
MICHAEL SEAMAN	4706 PORTLAND RD NE, SALEM, OR 97305	503-304-9170
MICHAEL SEAMAN	2830 BROADWAY ST NE, SALEM, OR 97309	503-362-4929
MICHAEL SEAMAN	1110 CENTER ST NE, SALEM, OR 97301-2523	503-363-5314
MICHAEL SEAMAN	3990 DEVONSHIRE AVE, SALEM, OR 97305	503-364-7073
MICHAEL SEAMAN	3025 LANCA STER DR NE (WALMART), SALEM, OR 97305	503-375-9141
JILL SEAMAN-POLLARD	1598 HAWTHORNE AVE, SALEM, OR 97302	503-316-0835
JILL SEAMAN-POLLARD	1011 LANCA STER DRIVE NE, SALEM, OR 97301-2934	503-364-7105
JILL SEAMAN-POLLARD	3995 RICKEY ST SE, SALEM, OR 97301	503-364-9353
JILL SEAMAN-POLLARD	5090 COMMERCIAL ST SE, SALEM, OR 97302	503-391-6641
JILL SEAMAN-POLLARD	4020 COMMERCIAL ST SE, SALEM, OR 97302-3839	503-581-3683
JILL SEAMAN-POLLARD	570 WALLACE RD NW, SALEM, OR 97304	503-587-7318
SHERYL MATHERS	37445 SE HWY 26, SANDY, OR 97055-9250	503-668-7600
KAREN FITZGERALD	33558 HAVLIK DR, SCAPPOOSE, OR 97056	503-543-3106
TODD TOBEY	225 S ROOSEVELT DR, SEASIDE, OR 97138-6741	503-738-9498
ROXANNE KENNEDY	21355 SHERWOOD BLVD, SHERWOOD, OR 97140	503-625-6998
MINDY MAYER	1049 N 1ST ST, SILVERTON, OR 97381	503-873-2885
NANETTE BITTLER	1001 RAILWAY AVENUE, SISTERS, OR 97759	541-549-6080
DASONDA S SANDHAR	1565 MOHAWK BLVD, SPRINGFIELD, OR 97477-3355	541-746-7856
CYNTHIA A WHITTINGTON	5701 MAIN ST, SPRINGFIELD, OR 97477	541-744-1103
CYNTHIA A WHITTINGTON	3405 GATEWAY ST, SPRINGFIELD, OR 97477-1057	541-746-2819
KAREN FITZGERALD	58771 S COLUMBIA RIVER HWY, ST. HELENS, OR 97051	503-397-6164
LEE ADAMS	2115 HWY 395, STANFIELD, OR 97875	541-449-3491
SALVATORE MUSCARDIN	1988 SHAFF RD, STAYTON, OR 97383	503-769-4552
GARY EADS	1379 W CENTRAL, SUTHERLIN, OR 97479	541-459-0931
SALVATORE MUSCARDIN	2000 HWY 20, SWEET HOME, OR 97386	541-367-5516
DANIEL JASON BUSTOS	341 LONE PINE DR, THE DALLES, OR 97058	541-298-5700
DANIEL JASON BUSTOS	1315 W 6TH, THE DALLES, OR 97058-3517	541-298-5747
DONALD D ARMSTRONG	12388 SW SCHOLLS FERRY RD, TIGARD, OR 97223-3335	503-590-6497
ROXANNE KENNEDY	16200 SW PACIFIC HWY, TIGARD, OR 97223	503-620-8343
ROXANNE KENNEDY	12090 SW MAIN, TIGARD, OR 97223-6218	503-639-8585
ROXANNE KENNEDY	11201 SW 72ND, TIGARD, OR 97223	503-670-0608
ROGER SNELLING	1855 N MAIN ST, TILLAMOOK, OR 97141	503-842-1388
SHERYL MATHERS	1002 NW FRONTAGE RD, TROUTDALE, OR 97060-9534	503-665-9455
SHERYL MATHERS	2555 SW CHERRY PARK RD, TROUTDALE, OR 97060	503-674-0208
DONALD D ARMSTRONG	6800 NYBERG RD, TUALATIN, OR 97062	503-691-2724
DONALD D ARMSTRONG	19200 SW BOONES FERRY RD, TUALATIN, OR 97062	503-692-0420
DANIEL JASON BUSTOS	91485 BIGGS-RUFUS HWY, WASCO, OR 97065	541-739-2422
MINDY MAYER	2100 8TH CT, WEST LINN, OR 97068	503-557-3589
MINDY MAYER	18550 WILLAMETTE DR, WEST LINN, OR 97068	503-699-7675

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DOUGLAS ERIC HILL	7421 CRATER LAKE HWY, WHITE CITY, OR 97503	541-826-6669
MINDY MAYER	29682 SW TOWN CENTER LOOP W, WILSONVILLE, OR 97070	503-685-9465
MINDY MAYER	1540 MOUNT HOOD AVE, WOODBURN, OR 97071	503-980-9028
MINDY MAYER	2910 NEWBURG HWY, WOODBURN, OR 97071-2819	503-981-4621
MINDY MAYER	3002 STACY ALLISON WAY (W*M 1793), WOODBURN, OR 97071	503-982-1385
TANYA R HILL-HOLLIDAY	1663 OLD YORK RD, ABINGTON, PA 19001	215-657-0399
THOMAS G MEYERS	10541 ROUTE 6N, ALBION, PA 16401	814-756-3864
PAUL M SWEENEY	3003 HEIGHT RD, ALIQUIPPA, PA 15001	724-375-9977
PAUL M SWEENEY	131 PLEASANT DR, ALIQUIPPA, PA 15001	724-378-0622
MICHAEL SEALEY FOUNTAINE	721 CEDAR CREST BLVD, ALLENTOWN, PA 18104	610-439-0511
MICHAEL SEALEY FOUNTAINE	3860 HAMILTON BLVD, ALLENTOWN, PA 18103	610-770-8996
ALBERT MUELLER	3020 LEHIGH ST, ALLENTOWN, PA 18103	610-797-4150
GERALD HARRINGTON	1500 9TH AVENUE STATION MALL, ALTOONA, PA 16602	814-943-1521
GERALD HARRINGTON	RTE 220 AND GOODS LANE LOGAN VALLY MALL, ALTOONA, PA 16602	814-946-9745
JOSEPH D NYANKO	406 E 25TH AVE, ALTOONA, PA 16601	814-949-8891
BURTON L ORWIG	2600 PLANK ROAD COMMONS-W*M #2049, ALTOONA, PA 16602	814-941-7569
BURTON L ORWIG	407 E PLANK RD, ALTOONA, PA 16602	814-943-6677
SCOTT NIEH	119-121 BUTLER PIKE, AMBLER, PA 19002	215-643-5404
TANYA R HILL-HOLLIDAY	111 LANCASTER PIKE, ARDMORE, PA 19003	610-649-7255
VINCENT T FRANK	635 S TROOPER RD, AUDUBON, PA 19403	610-666-0031
PAUL M SWEENEY	300 OHIO RIVER BLVD, BADEN, PA 15005	724-869-2927
PAUL M SWEENEY	190 STATE ST, BEAVER, PA 15009	724-775-8085
PAUL M SWEENEY	1625 7TH AVE, BEAVER FALLS, PA 15010	724-846-9180
PAUL M SWEENEY	2546 CONSTITUTION BLVD, BEAVER FALLS, PA 15010	724-846-9617
STEVEN M DELAMATER	4363 BUSINESS 220 STE 2, BEDFORD, PA 15522	814-624-0789
MICHAEL G ANTON	1240 BRISTOL PIKE, BENSALEM, PA 19020	215-245-7337
GABRIEL C GABRIEL	1930 ST RD, BENSALEM, PA 19020	215-245-1440
JOSEPH CARONE	185 WILSON RD, BENTLEYVILLE, PA 15314	724-239-2668
ROLAND KISSINGER	1875 W FRONT ST, BERWICK, PA 18603	570-759-1334
DAVID S NIGGEMAN	260 W SWEDEFORD RD, BERWYN, PA 19312	610-647-4408
JAMES L RICE	5261 LIBRARY RD, BETHEL PARK, PA 15102	412-835-2642
DAVID J FROEHLICH JR.	3925 NAZARETH PIKE, BETHLEHEM, PA 18017	610-691-1818
DAVID J FROEHLICH JR.	2610 EASTON AVE, BETHLEHEM, PA 18017	610-865-1421
THOMAS TEAL	10 RESORT PLZ, BLAIRSVILLE, PA 15717	724-459-8832
SCOTT KAVLICK	100 LUNGER DRIVE (W*M #1794), BLOOMSBURG, PA 17815	570-389-1183
ROLAND KISSINGER	945 NEW BERWICK HWY, BLOOMSBURG, PA 17815	570-784-3906
MICHAEL DUKART	518 CONCHESTER HWY, BOOTHWYN, PA 19061	610-364-1200
THOMAS G MEYERS	141 MAIN ST, BRADFORD, PA 16701	814-362-6232
STEVEN M DELAMATER	123 S BREEZEWOOD RD, BREEZEWOOD, PA 15533	814-735-4099
JAMES L RICE	4214 BROWNSVILLE RD, BRENTWOOD, PA 15227	412-881-2075
JAMES L RICE	3023 WASHINGTON PIKE, BRIDGEVILLE, PA 15017	412-221-3759
MARLENE WEINBERG	75 BRISTOL COMMERCE PARK, BRISTOL, PA 19007	215-788-0112
FREDRIC E BEATTY	ROUTE 219, BROCKWAY, PA 15824	814-265-8546
DONNA E ZLOCKI	RT 209 & 115, BRODHEADSVILLE, PA 18322	570-992-5337
CLEO ALSTON	4206 EDGEMONT AVE, BROOKHAVEN, PA 19015	610-872-3415
EUGENE R PUSKASH	249 ALLEGHENY BLVD, BROOKVILLE, PA 15825	814-849-2600
DAVID S NIGGEMAN	2601 W CHESTER PIKE, BROOMALL, PA 19008	610-325-0615
TANYA R HILL-HOLLIDAY	1257 LANCASTER AVE, BRYN MAWR, PA 19010	610-525-3025
RONALD A GALIANO	1412-B MAIN STREET, BURGETTSTOWN, PA 15021	724-947-3147
JAMES T SWEENEY	400 BUTLER COMMONS (W*M #1885), BUTLER, PA 16001	724-282-3399
JAMES T SWEENEY	500 GREATER BUTLER MART, BUTLER, PA 16001	724-282-3922
JAMES T SWEENEY	680 BUTLER CROSSING, BUTLER, PA 16001	724-283-3257
JAMES T SWEENEY	102 CLEARVIEW CIR, BUTLER, PA 16001	724-283-3969
ANDREW T CHEUNG	4230 TRINDLE RD, CAMP HILL, PA 17011	717-737-3896
RICHARD A WOODRUFF	RTE 83 / CARLISLE RD, CAMP HILL, PA 17011	717-737-6404
RONALD A GALIANO	100 BOBBY VINTON BLVD, CANONSBURG, PA 15317	724-746-2716
CHRISTINA MUELLER CURRAN	160 BROOKLYN ST, CARBONDALE, PA 18407-2208	570-282-9835
KENNETH J LEVINE	1176 HARRISBURG PIKE, CARLISLE, PA 17013	717-243-7774
KENNETH J LEVINE	905 WALNUT BOTTOM RD, CARLISLE, PA 17013	717-249-0695
KENNETH J LEVINE	608 E HIGH, CARLISLE, PA 17013	717-249-7721
KENNETH J LEVINE	NW CORNER I-81 & S HANOVER (W*M #2574), CARLISLE, PA 17013	717-960-9400
JAMES L RICE	225 MOUNT LEBANON BLVD, CASTLE SHANNON, PA 15234	412-561-5150
VINCENT T FRANK	4272 COUNTY LINE RD, CHALFONT, PA 18914	215-997-2159
STEVEN M DELAMATER	2891 PHILADELPHIA AVE, CHAMBERSBURG, PA 17201	717-263-2970
STEVEN M DELAMATER	1075 LINCOLN WAY E, CHAMBERSBURG, PA 17201	717-263-4601
STEVEN M DELAMATER	3347 BLACK GAP RD, CHAMBERSBURG, PA 17201	717-263-7507
JOSEPH CARONE	318 MC KEAN AVE, CHARLEROI, PA 15022	724-483-0505
EUGENE R PUSKASH	707 MAIN ST, CLARION, PA 16214	814-226-4072
EUGENE R PUSKASH	R R 3 BOX 182A PERKINS ROAD, CLARION, PA 16214	814-226-5763
ALBERT MUELLER	1127 NORTHERN BLVD, CLARKS SUMMIT, PA 18411	570-585-0209
LISA M BEATTY	RT 879 AND I 80, CLEARFIELD, PA 16830	814-765-4196
LISA M BEATTY	1007 S 2ND ST, CLEARFIELD, PA 16830	814-765-5995
PETER E BALLANTINE	493 W PEN AVE, CLEONA, PA 17042	717-272-5677
DAVID S NIGGEMAN	531 BALTIMORE PIKE, CLIFTON HEIGHTS, PA 19018	610-622-6100
CHARLES T EHLERS	1820 E LINCOLN HWY, COATESVILLE, PA 19320	610-384-2633
KEUN HO CHONG	22 W MAIN, COLLEGEVILLE, PA 19426	610-489-7771
ALAN DUKART	RT 202 & 1, CONCORDVILLE, PA 19331	610-459-0996

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MIOMIR IVANOVIC	209 213 RIDGE PIKE, CONSHOHOCKEN, PA 19428	610-825-4680
PAUL M SWEENEY	1010 4TH AVE, CORAOPOLIS, PA 15108	412-299-1450
THOMAS G MEYERS	104 S MAIN ST, COUDERSPORT, PA 16915	814-274-9111
JAMES L RICE	6380 STUEBENVILLE PIKE, CRAFTON, PA 15205	412-787-0880
DANIEL J DELLIGATTI	7028 USHY 322, CRANBERRY, PA 16319	814-677-0666
MICHAEL J DELLIGATTI	1703 RT 228, CRANBERRY TOWNSHIP, PA 16066	724-741-0024
MICHAEL J DELLIGATTI	20245 ROUTE 19-WM#1770, CRANBERRY TOWNSHIP, PA 16066	724-742-9900
JOSEPH D NYANKO	7484 ADMIRAL PEARY HWY, CRESSON, PA 16630	814-886-4640
DOUGLAS DOHERTY	I 80 & RT 54, DANVILLE, PA 17821	570-275-1000
HOWARD MOLL	101 S MCDADE BLVD, DARBY, PA 19023	610-532-3999
CHRISTINA MUELLER CURRAN	1511 SCRANTON CARBONDALE HWY, DICKSON CITY, PA 18508	570-489-9001
CHRISTINA MUELLER CURRAN	449 SCRANTON CARBONDALE HWY, DICKSON CITY, PA 18508	570-961-8136
BRENDA PETTERSEN	898 N USHY 15, DILLSBURG, PA 17019	717-432-9500
ARTURO R ALAMO	3612 STATE ROUTE 31, DONEGAL, PA 15628	724-593-5500
GEORGE SKYLLAS	1188 W BEN FRANKLIN HWY, DOUGLASSVILLE, PA 19518	610-385-0436
HOPE HOOVER-ARMSTEAD	3141 CARLISLE RD, DOVER, PA 17406	717-767-2594
LAURA P SANDER	277 E LINCOLN HWY, DOWNINGTOWN, PA 19335	610-269-1992
RON GENTILE	561 N MAIN ST, DOYLESTOWN, PA 18901	215-348-7717
MICHAEL G ANTON	1650 LIMEKLIN PIKE, DRESHER, PA 19025	215-628-4850
DAVID S NIGGEMAN	5008 TOWNSHIP LINE RD, DREXEL HILL, PA 19026	610-446-7190
FREDRIC E BEATTY	859 E DUBOIS AVE DUBOIS, DU BOIS, PA 15801	814-375-4150
BURTON L ORWIG	1265 OLD RT 220, DUNCANSVILLE, PA 16635	814-695-1805
PATRICIA STELLA	1201 ONEIL HWY, DUNMORE, PA 18512	570-343-6190
JAMES L RICE	101 HOFFMAN BLVD, DUQUESNE, PA 15110	412-461-6606
KEUN HO CHONG	689 W GERMANTOWN PIKE, EAST NORRISTOWN, PA 19403-4233	610-630-2220
KEUN HO CHONG	2931 DEKALB PIKE, EAST NORRITON, PA 19401	610-279-5666
DONNA E ZLOCKI	9 SELLERVILLE DR, EAST STROUDSBURG, PA 18301	570-223-2270
DONNA E ZLOCKI	355 LINCOLN AVE, EAST STROUDSBURG, PA 18504	570-476-9255
CHARLES J MCINTYRE	S 3RD ST & RIVERSIDE DR, EASTON, PA 18042	610-258-5752
CHARLES J MCINTYRE	3708 EASTON NAZARETH HWY, EASTON, PA 18045	610-559-8962
SEAN MCINTYRE	2553 NAZARETH RD, EASTON, PA 18042	610-253-8453
JOSEPH D NYANKO	ROUTE 22, EBENSBURG, PA 15931	814-472-5887
ANTHONY J MICALE	1576 CHESTER PIKE, EDDYSTONE, PA 19022	610-874-6188
THOMAS G MEYERS	120 E PLUM ST, EDINBORO, PA 16412	814-734-4764
PATRICIA STELLA	80 S WYOMING AVE, EDWARDSVILLE, PA 18704	570-287-9654
ANDREW T CHEUNG	1284 S MARKET ST, ELIZABETHTOWN, PA 17022	717-367-6471
KENNETH J LEVINE	4660 RT 209, ELIZABETHVILLE, PA 17023	717-362-8416
PAUL M SWEENEY	15 5TH ST, ELLWOOD CITY, PA 16117	724-752-8313
ROLAND KISSINGER	ONE WEST VALLEY AVENUE, ELYSBURG, PA 17824	570-672-2890
SEAN MCINTYRE	1101 CHESTNUT ST, EMMAUS, PA 18049	610-967-3306
MARK NELSON	425 N ENOLA RD, ENOLA, PA 17025	717-732-4228
WILLIAM F BROWN	140 N READING, EPHRATA, PA 17522	717-733-1660
THOMAS P DUCHARME	909 PENINSULA DR, ERIE, PA 16505	814-833-4841
THOMAS P DUCHARME, JR.	2065 INTERCHANGE RD, ERIE, PA 16509-0015	814-864-1670
DEBRA ORLANDO	2643 W 26TH ST, ERIE, PA 16506	814-838-4508
CURT T RAYMOND	430 STATE ST, ERIE, PA 16501	814-452-4406
CURT T RAYMOND	2529 BROAD ST, ERIE, PA 16501	814-455-0728
CURT T RAYMOND	1115 SASSAFRAS ST, ERIE, PA 16501	814-456-9906
STEVEN M DELAMATER	95 BEDFORD SQUARE PLZ, EVERETT, PA 15537	814-623-9618
LAURA P SANDER	106 EAGLEVIEW BLVD, EXTON, PA 19341	610-280-9445
LAURA P SANDER	RT 100/SWEDSFORD RD, EXTON, PA 19341	610-363-1194
CHRISTINA MUELLER CURRAN	525 SCRANTON CARBONDALE HWY, EYNON, PA 18433	570-876-9932
MANISH SHAH	100 E LINCOLN HWY, FAIRLESS HILLS, PA 19030	215-547-2300
MANISH SHAH	475 S OXFORD VALLEY RD, FAIRLESS HILLS, PA 19030	215-943-5566
MICHAEL G ANTON	334 E STREET RD, FEASTERVILLE, PA 19047	215-357-4844
MANISH SHAH	1890 BETHLEHAM PIKE, FLOURTOWN, PA 19031	215-233-5998
ROLAND KISSINGER	960 SCHUYLEKILL MALL RD, FRACKVILLE, PA 17931	570-874-4434
DANIEL J DELLIGATTI	13TH & OTTER ST, FRANKLIN, PA 16323	814-437-6402
TANYA R HILL-HOLLIDAY	84 LANCASTER AVE, FRAZER, PA 19355	610-993-0135
STEPHEN J ARNOLD	5328 LINCON HWY, GAP, PA 17527	717-442-4081
JOHN E PATTERSON	517 S STEINWEIR AVE, GETTYSBURG, PA 17325	717-334-5920
JOHN E PATTERSON	1090 YORK RD, GETTYSBURG, PA 17325	717-337-1030
PAUL M SWEENEY	200 WALMART PLZ, GIBSONIA, PA 15044	724-444-7344
R DOUGLAS CAPLAN	RT 73/PHILADELPHIA AVE, GILBERTSVILLE, PA 19525	610-367-2600
THOMAS P DUCHARME	9123 WEST RIDGE RD, GIRARD, PA 16417	814-774-4849
STEVEN M DELAMATER	721 BUCHANAN TRL E, GREENCASTLE, PA 17225	717-597-2589
DANIEL J DELLIGATTI	2200 GREENGATE CENTRE(WM#2059), GREENSBURG, PA 15601	724-834-1086
DANIEL J DELLIGATTI	6199 ROUTE 30, GREENSBURG, PA 15601	724-837-9913
MICHAEL F DELLIGATTI	985 E PITTSBURGH ST, GREENSBURG, PA 15601	724-837-1800
FRANK D DONER	RTE 30 EAST -WESTMORELAND MALL, GREENSBURG, PA 15601	724-836-2910
HERBERT WASHINGTON	63 HADLEY RD, GREENVILLE, PA 16125	724-588-3751
DANIEL J DELLIGATTI	200 W MAIN ST, GROVE CITY, PA 16127	724-459-5911
DANIEL J DELLIGATTI	1910 LEESBURG GROVE CITY RD, GROVE CITY, PA 16127	724-748-3272
KENNETH J LEVINE	3761 PETERS MOUNTAIN RD, HALIFAX, PA 17032	717-896-2535
DOUGLAS K LATTNER	RT 11 & I 81, HALSTEAD, PA 18822	570-879-4445
STEPHANIE A RAWDEN	80 WILDERNESS DRIVE, HAMBURG, PA 19526	610-562-8262
PATRICIA STELLA	RTE 590 VILLAGE CENTER AT HAMLIN, HAMLIN, PA 18436	570-689-2042

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MEGHAN K SWEENEY	4618 WILLIAM FLYNN HWY (DS 797), HAMPTON TOWNSHIP, PA 15101	412-487-4327
JOHN E PATTERSON	1448 BALTIMORE ST, HANOVER, PA 17331	717-630-0337
JOHN E PATTERSON	350 EISENHOWER DR, HANOVER, PA 17331	717-632-0005
JOHN E PATTERSON	991 CARLISLE ST, HANOVER, PA 17331	717-632-7531
VINCENT T FRANK	274 W MAIN ST, HARLEYSVILLE, PA 19438	215-256-1140
PETER E BALLANTINE	101 S 25TH ST, HARRISBURG, PA 17111	717-232-0008
PETER E BALLANTINE	720 DIVISION ST, HARRISBURG, PA 17110	717-236-6226
PETER E BALLANTINE	4403 N FRONT ST, HARRISBURG, PA 17110	717-238-1048
PETER E BALLANTINE	1043 BRIARSDALE RD, HARRISBURG, PA 17109	717-564-9320
ANDREW T CHEUNG	6004 DERRY ST, HARRISBURG, PA 17111	717-564-0321
ANDREW T CHEUNG	850 EISENHOWER BLVD, HARRISBURG, PA 17111	717-939-6972
SCOTT A HILBERT	13977 PARTON ST PA 171, HARRISBURG, PA 17111	717-561-0703
KIMBERLY NELSON	5590 ALLENTOWN BLVD, HARRISBURG, PA 17112	717-652-9123
MARK NELSON	6535 GRAYSON RD (W'M #1591), HARRISBURG, PA 17111	717-561-0445
MARK NELSON	4605 JONESTOWN RD, HARRISBURG, PA 17109	717-652-7035
H. JAMES RIPPON	7845 LINGLESTOWN RD, HARRISBURG, PA 17112	717-545-8580
GABRIEL C GABRIEL	121 N YORK RD, HATBORO, PA 19040	215-443-7795
VINCENT T FRANK	1611 BETHELEHEM PIKE, HATFIELD, PA 19440	215-997-8944
DAVID S NIGGEMAN	1232 WESTCHESTER PIKE, HAVERTOWN, PA 19083	610-446-5414
DEAN W COLLEY	603 RT 739, HAWLEY, PA 18428	570-775-0540
SCOTT KAVLICK	761 AIRPORT RD (WAL*MART #2255), HAZLE TOWNSHIP, PA 18202	570-454-8816
SCOTT KAVLICK	571 SUSQUEHANNA BLVD, HAZLE TOWNSHIP, PA 18202	570-455-8315
SCOTT KAVLICK	1145 N CHURCH STREET, HAZLETON, PA 18202	570-455-9924
JAMES L RICE	RTE 50 RACEWAY PLAZA WASHINGTON PIKE, HEIDELBERG, PA 15106	412-279-4432
JAMES C MCINTYRE	14 S MAIN ST, HELLERTOWN, PA 18055	610-838-7578
HERBERT WASHINGTON	145 N. HERMITAGE RD, HERMITAGE, PA 16148	724-748-3082
HERBERT WASHINGTON	2066 E STATE ST, HERMITAGE TWP, PA 16148	724-981-2596
THERESA M SANTORO	2711 MAC DADE BLVD, HOLMES, PA 19043	610-461-8988
JAMES L RICE	400 E WATERFRONT DR, HOMESTEAD, PA 15120	412-461-1002
GEORGE B RUBIN	1187 TEXAS PALMYRA HIGHWAY, HONESDALE, PA 18431	570-253-5512
GABRIEL C GABRIEL	PA RTE 611 AND PINE AVE, HORSHAM, PA 19044	215-443-7745
SCOTT KAVLICK	755 STHY 405, HUGHESVILLE, PA 17737	570-584-3282
PETER E BALLANTINE	RT 39 AT RT 322, HUMMELSTOWN, PA 17036	717-566-6041
GERALD HARRINGTON	9564 WILLIAM PENN HIGHWAY, HUNTINGDON, PA 16652	814-643-6831
JASON TEAL	3100 OAKLAND AVE, INDIANA, PA 15701	724-465-7848
JASON TEAL	1510 OAKLAND AVE, INDIANA, PA 15701	724-465-8570
THOMAS TEAL	940 WAYNE AVE, INDIANA, PA 15701	724-349-4020
MICHAEL G ANTON	2395 YORK RD, JAMISON, PA 18929	215-491-5720
CHARLES F EHLEERS	RT 796 & RT 1, JENNERSVILLE, PA 19390	610-345-1566
ARTURO R ALAMO	111 PLAZA DR, JOHNSTOWN, PA 15905	814-255-3073
ARTURO R ALAMO	219 HAYNES, JOHNSTOWN, PA 15901	814-535-6615
JEREMY JAKUBOWSKI	530 GALLARIA DR, JOHNSTOWN, PA 15904	814-266-7757
JEROME JAKUBOWSKI	150 TOWN CENTRE DRIVE(WM#1935), JOHNSTOWN, PA 15904	814-266-0441
JEROME JAKUBOWSKI	1129 SCALP AVE, JOHNSTOWN, PA 15901	814-266-6360
ROBERT T HUGHES	RT 72 & I-81, JONESTOWN, PA 17038	717-865-7500
FRANK COLLISON	HENDERSON ROAD, KING OF PRUSSIA, PA 19406	610-491-8960
DANIEL J DELLIGATTI	FRANKLIN VLG SHPG CTR, KITTANNING, PA 16201	724-543-6542
THOMAS R RIPPON	5820 NITTANY VALLEY DR, LAMAR, PA 16848	570-726-4128
STEPHEN J ARNOLD	1434 MANHEIM PIKE, LANCASTER, PA 17601	717-394-3417
STEPHEN J ARNOLD	301 WILLOW VALLEY SQ, LANCASTER, PA 17602	717-464-5119
WILLIAM F BROWN	1755 COLUMBIA AVE, LANCASTER, PA 17603	717-397-5112
GLEN P MATTOX	2090 LINCOLN HIGHWAY EAST, LANCASTER, PA 17602	717-394-8957
GLEN P MATTOX	1880 HEMPSTEAD RD, LANCASTER, PA 17601	717-509-6988
CHRISTIAN H RAWDEN	311 CENTERVILLE RD, LANCASTER, PA 17601	717-393-9523
ANTONIO SUAREZ	1295 MILLERSVILLE PIKE, LANCASTER, PA 17603	717-293-5706
ANTONIO SUAREZ	210 W KING ST, LANCASTER, PA 17601	717-299-6699
ANTONIO SUAREZ	575 N FRANKLIN ST, LANCASTER, PA 17602	717-394-7938
ANTONIO SUAREZ	1829 OREGON PIKE, LANCASTER, PA 17601	717-569-7898
WILLIAM M KERR	2300 E LINCOLN HWY, LANGHORNE, PA 19047	215-757-6227
KEUN HO CHONG	2333 WELSH ROAD, LANSDALE, PA 19446	215-393-8199
VINCENT T FRANK	RT 363 & SUNNYTOWN PIKE, LANSDALE, PA 19446	215-362-9223
STEPHEN C JACKSON	2014 LINCOLN AVE, LATROBE, PA 15650	724-532-4114
STEPHEN C JACKSON	110 MOUNT LAUREL PLZ, LATROBE, PA 15650	724-539-9055
PETER E BALLANTINE	757 E CUMBERLAND ST, LEBANON, PA 17042	717-273-9023
STEPHANIE A RAWDEN	1202 W MAPLE ST, LEBANON, PA 17046	717-273-8691
STEPHANIE A RAWDEN	1725 QUENTIN RD, LEBANON, PA 17042	717-306-6565
DANIEL J DELLIGATTI	481 HYDE PARK ROAD, LEECHBURG, PA 15656	724-845-2035
STEPHANIE A RAWDEN	5500 POTTSVILLE PIKE, LEESPORT, PA 19533	610-916-1928
ANDREW T CHEUNG	1 LEMOYNE DR, LEMOYNE, PA 17043	717-761-7992
THERESA M SANTORO	111 S GOVERNOR PRINTZ, LESTER, PA 19029	610-521-3399
MICHAEL DUKART	3701 NEW ROGERS RD, LEVITTOWN, PA 19056	215-946-6085
MICHAEL DUKART	6606 NEW FALLS RD, LEVITTOWN, PA 19056	215-946-6095
MARLENE WEINBERG	US ROUTE 13 HAINES RD, LEVITTOWN, PA 19055	215-943-7004
THOMAS R RIPPON	122 AJK BLVD, LEWISBURG, PA 17837	570-524-1335
THOMAS R RIPPON	7379 WESTBRANCH HWY, LEWISBURG, PA 17837	570-524-7022
TIMOTHY BARRETT	121 ELECTRIC AVE, LEWISTOWN, PA 17044	717-248-4447
TIMOTHY BARRETT	USHY 522 & USHY 22, LEWISTOWN, PA 17044	717-248-5255

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RYAN A EARLE	1123 WEST BALTIMORE PIKE, LIMA, PA 19063	610-565-1650
JOHN SHELLENBERGER	HERITAGE SHOPPING CENTER, 32 RIDGE PIKE, LIMERICK, PA 19468	610-409-6470
CHRISTIAN H RAWDEN	990 LITITZ PIKE, LITITZ, PA 17543	717-627-4666
JOHN E PATTERSON	430 N QUEEN ST, LITTLESTOWN, PA 17340	717-359-8946
THOMAS R RIPPON	423 BELLEFONTE AVE, LOCK HAVEN, PA 17745	570-748-7194
ROY M DRAPER	115 LOGANS FERRY RD, LOWER BURRELL, PA 15068	724-335-5199
DELMER R SHAFFER	2741 LEECHBURG RD, LOWER BURRELL, PA 15068	724-335-2113
PATRICIA STELLA	500 UNION STREET LUZERNE, LUZERNE, PA 18709	570-288-1526
JOE PANY	6479 VILLAGE LN, MACUNGIE, PA 18062	610-965-9686
JOHN E PATTERSON	4245 N GEORGE ST EXT D, MANCHESTER, PA 17345	717-266-3170
WILLIAM F BROWN	711 LANCASTER RD, MANHEIM, PA 17545	717-664-4944
ROBERT M WALSH	120 N MAIN ST, MANSFIELD, PA 16933	570-662-7077
MICHAEL F DELLIGATTI	ROUTE 19, RD 7, MARS, PA 16046	724-776-6590
STEVEN M DELAMATER	708 LINCOLN WAY E, MCCONNELLSBURG, PA 17233	717-485-3349
THOMAS R RIPPON	24 MCDONALD'S LANE, MCELHATTAN, PA 17748	570-769-7623
PAUL M SWEENEY	600 PINE HOLLOW RD, MCKEES ROCKS, PA 15136	724-771-9570
RONALD A GALIANO	3723 WASHINGTON RD, MCMURRAY, PA 15317	724-941-1155
CHRISTINA R PETTERSEN LESHER	2112 BUMBLE BEE, MECHANICSBURG, PA 17055	717-697-5383
RICHARD A WOODRUFF	6520 CARLISLE PIKE (W*M #1886), MECHANICSBURG, PA 17050	717-591-9864
RICHARD A WOODRUFF	RT 114 & SHADOW OAKS DR, MECHANICSBURG, PA 17055	717-697-3460
RICHARD A WOODRUFF	1014 WESLEY DR, MECHANICSBURG, PA 17055	717-761-7525
RICHARD A WOODRUFF	5550 CARLISLE PIKE, MECHANICSBURG, PA 17050	717-766-9675
JOHN F EARLE	222 E BALTIMORE PIKE, MEDIA, PA 19063	610-566-7137
HERBERT WASHINGTON	RT 19 & I 80, MERCER, PA 16137	724-748-3082
STEVEN M DELAMATER	11924 BUCHANAN TRL W, MERCERSBURG, PA 17236	717-328-0111
ANDREW T CHEUNG	2270 W HARRISBURG PIKE, MIDDLETOWN, PA 17057	717-944-9535
ANTONIO SUAREZ	208 AIRPORT DRIVE, MIDDLETOWN, PA 17057	717-948-5997
JASON A RIPPON	25 E CHESTNUT ST, MIFFLINBURG, PA 17844	570-966-3337
TIMOTHY BARRETT	2 PARKSIDE CT, MIFFLINTOWN, PA 17059	717-436-9779
ROLAND KISSINGER	ROUTE 339 AND I 80, MIFFLINVILLE, PA 18631	570-752-4333
DEAN W COLLEY	RT 6 & 209, MILFORD, PA 18337	570-491-2023
JASON A RIPPON	35 BOUND AVE, MILTON, PA 17847	570-742-4420
PAUL M SWEENEY	3946 BROADHEAD RD, MONACA, PA 15061	724-774-7184
ROY M DRAPER	4317 NORTHERN PIKE, MONROEVILLE, PA 15146	412-372-0360
ROY M DRAPER	3760 WILLIAM PENN HWY, MONROEVILLE, PA 15146	412-856-0264
DOUGLAS K LATTNER	494 GROW AVE, MONTROSE, PA 18801	570-278-9444
IFTIKHAR A MALIK	825 BEAVER GRADE RD, MOON TOWNSHIP, PA 15108	412-262-5755
ALBERT MUELLER	3810 PITTSBURGH AVE, MOOSIC, PA 18640	570-961-9686
MARCIA GRAHAM	RT 10 & PENN TPKE PO BOX 297, MORGANTOWN, PA 19543	610-286-0220
ALAN DUKART	321 W TRENTON AVE, MORRISVILLE, PA 19067	215-295-6966
PATRICIA STELLA	PA RT 502 & PA RT 435, MOSCOW, PA 18444	570-842-4660
JAMES L RICE	624-630 BROWNSVILLE RD, MOUNT OLIVER, PA 15210	412-431-2266
MICHAEL F DELLIGATTI	ROUTE 819 SOUTH, MOUNT PLEASANT, PA 15666	724-547-9121
DONNA E ZLOCKI	RT 940 & OAK STREET SHOPPING CTR, MOUNT POCONO, PA 18344	570-839-3290
GERALD HARRINGTON	121 EAST SHIRLEY STREET, MOUNT UNION, PA 17066	814-542-9206
ALBERT MUELLER	RT 309 & CRESTWOOD DR, MOUNTAIN TOP, PA 18707	570-474-7941
SCOTT KAVLICK	PARCEL F / LYCOMING MALL, MUNCY, PA 17756	570-546-5485
ISHTIAQ A MALIK	3820 WM PENN HWY, MURRYSVILLE, PA 15668	724-325-4188
STEPHANIE A RAWDEN	295 W LINCOLN, MYERSTOWN, PA 17067	717-866-2278
JAMES A DELLIGATTI	2001 FREEPORT RD, NATRONA HEIGHTS, PA 15065	724-224-4866
SCOTT KAVLICK	180 MARKET ST, NESQUEHONING, PA 18240	570-669-9322
DONNA PILLA-HECKMANN	ROUTE 202 TOWN CENTER PLAZA, NEW BRITAIN, PA 18901	215-340-2900
PAUL M SWEENEY	2509 ELWOOD RD, NEW CASTLE, PA 16101	724-652-1466
PAUL M SWEENEY	2424 WILMINGTON RD, NEW CASTLE, PA 16105	724-652-6554
PAUL M SWEENEY	121 WINTER RD-WM#2287, NEW CASTLE, PA 16101	724-657-9980
PAUL M SWEENEY	2537 W STATE ST, NEW CASTLE, PA 16101	724-657-9982
JOHN E PATTERSON	101 LIMEKILN RD, NEW CUMBERLAND, PA 17070	717-774-1027
CHRISTIAN H RAWDEN	828 W MAIN ST, NEW HOLLAND, PA 17557	717-354-9300
GEORGE ADRIAN	324 W BRIDGE ST, NEW HOPE, PA 18938	215-862-5061
DOUGLAS K LATTNER	I 81 & SR 848, NEW MILFORD, PA 18834	570-465-4020
JOHN E PATTERSON	6040 YORK RD, NEW OXFORD, PA 17350	717-624-4266
MICHAEL F DELLIGATTI	I 70 & BYERS AVE, NEW STANTON, PA 15672	724-925-3040
TIMOTHY BARRETT	RT 34 & SHORTCUT RD, NEWPORT, PA 17074	717-567-9344
DAVID S NIGGEMAN	3524 W CHESTER PIKE, NEWTOWN SQUARE, PA 19073	610-353-7948
SCOTT NIEH	273/227 W MAIN, NORRISTOWN, PA 19401	610-272-3809
MICHAEL F DELLIGATTI	9061 USHY 30, NORTH HUNTINGDON, PA 15642	724-863-9837
MELVIN KORBINI	12120 RT 30 NORWIN TOWN SQ, NORTH HUNTINGDON, PA 15642	724-863-7560
MELVIN KORBINI	505 LINCOLN HWY, NORTH VERSAILLES, PA 15137	412-829-8249
KEUN HO CHONG	1200 WELSH RD, NORTH WALES, PA 19454	215-631-1510
VINCENT T FRANK	1199 BETHLEHEM PIKE N PA RT 309, NORTH WALES, PA 19454	215-591-9372
WILLIAM M KERR	1 MONTGOMERY MALL, NORTH WALES, PA 19454	215-362-1244
DANIEL J DELLIGATTI	5 ELM ST, OIL CITY, PA 16301	814-676-5511
ALBERT MUELLER	411 S MAIN ST, OLD FORGE, PA 18518	570-457-9900
CHARLES T EHLERS	135 LIMESTONE ROAD, OXFORD, PA 19363	610-998-9270
PETER E BALLANTINE	901 E MAIN ST, PALMYRA, PA 17078	717-838-6815
CLEO ALSTON	900 COMMONS DRIVE, PARKESBURG, PA 19365	610-857-2874
ROY M DRAPER	7277 SALTSBURG RD, PENN HILLS, PA 15235	412-793-6320

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
EDWARD BAIM	749 E LINCOLN HWY, PENNDEL, PA 19047	215-757-5888
R DOUGLAS CAPLAN	502 POTTSTOWN AVE, PENNSBURG, PA 18073	215-679-4744
VINCENT T FRANK	503 CONSTITUTION AVE, PERKASIE, PA 18944	215-453-3681
EDWARD BAIM	3725 ARAMINGO AVE, PHILADELPHIA, PA 19137	215-288-1199
EDWARD BAIM	1601 CHRISTOPHER COLUMBUS BLVD, PHILADELPHIA, PA 19148	215-334-3410
EDWARD BAIM	24TH & OREGON ST, PHILADELPHIA, PA 19145	215-336-5875
EDWARD BAIM	1601 S COLUMBUS BLVD (W*M #2141), PHILADELPHIA, PA 19148	215-468-6770
EDWARD BAIM	9996 ROOSEVELT BLVD, PHILADELPHIA, PA 19115	215-676-0460
DANIELLE A DAWKINS	2109 N BROAD ST, PHILADELPHIA, PA 19122	215-765-2520
JOHN A DAWKINS, III	3100 W ALLEGHENY AVE, PHILADELPHIA, PA 19132	215-221-1035
JOHN A DAWKINS, III	3137 N BROAD ST, PHILADELPHIA, PA 19132	215-228-8336
JOHN A DAWKINS, III	1201 N BROAD ST, PHILADELPHIA, PA 19122	215-232-5361
JOHN A DAWKINS, III	4200 N BROAD ST, PHILADELPHIA, PA 19140	215-329-8155
JOHN A DAWKINS, III	52ND & JEFFERSON, PHILADELPHIA, PA 19131	215-477-4689
JOHN A DAWKINS, III	914 S BROAD ST, PHILADELPHIA, PA 19146	215-545-7440
JOHN A DAWKINS, III	5587 OLD YORK RD, PHILADELPHIA, PA 19141	215-549-4647
JOHN A DAWKINS, III	7613 CASTOR, PHILADELPHIA, PA 19152	215-725-8651
JOHN F EARLE	22 W GIRARD AVE, PHILADELPHIA, PA 19123	215-425-1200
FRANK A FRANCO	2ND & LEHIGH AVE, PHILADELPHIA, PA 19133	215-423-1144
MARK E GRENON	6470 TORRSDALE, PHILADELPHIA, PA 19135	215-333-8180
TANYA R HILL-HOLLIDAY	7500 CITY LINE, PHILADELPHIA, PA 19151	215-878-8520
TANYA R HILL-HOLLIDAY	5020 CITY LINE AVE, PHILADELPHIA, PA 19131	215-879-8950
MIOMIR IVANOVIC	8500 HENRY AVE, PHILADELPHIA, PA 19128	215-487-0541
ABEL MALDONADO	8901 FRANFORD AVE, PHILADELPHIA, PA 19136	215-332-8007
ABEL MALDONADO	5498 OXFORD AVE, PHILADELPHIA, PA 19124-1126	215-533-2095
ABEL MALDONADO	942 MARKET ST, PHILADELPHIA, PA 19107	215-922-1613
LUIS MARQUEZ	2101 W LEHIGH, PHILADELPHIA, PA 19132	215-225-6489
LUIS MARQUEZ	5601 VINE ST, PHILADELPHIA, PA 19139	215-476-4772
ANTHONY J MICALE	3935 WALNUT ST, PHILADELPHIA, PA 19104	215-222-6266
ANTHONY J MICALE	2801 COTTMAN AVE, PHILADELPHIA, PA 19149-1420	215-332-6683
ANTHONY J MICALE	9970 BUSTLETON AVE, PHILADELPHIA, PA 19115	215-677-9439
ANTHONY J MICALE	7901 OXFORD AVE, PHILADELPHIA, PA 19111	215-725-8650
HOWARD MOLL	2033 S BROAD ST, PHILADELPHIA, PA 19148	215-462-2294
SCOTT NIEH	29 E CHELTEN AVE, PHILADELPHIA, PA 19144	215-438-1244
SCOTT NIEH	1617 JFK BLVD., PHILADELPHIA, PA 19103	215-568-9519
SCOTT NIEH	7800 GERMANTOWN AVE, PHILADELPHIA, PA 19118	215-753-1323
SCOTT NIEH	101-1423 S 52ND ST, PHILADELPHIA, PA 19139	267-230-1691
WILLIE G ROBERSON, JR.	120 W OREGON, PHILADELPHIA, PA 19148	215-271-7553
WILLIE G ROBERSON, JR.	710 ADAMS AVE, PHILADELPHIA, PA 19124	215-743-9427
IRMA R ROSADO	29 & GRAYS TERRY AVE, PHILADELPHIA, PA 19146	215-462-6750
IRMA R ROSADO	1706 WALNUT ST, PHILADELPHIA, PA 19103	215-545-9574
IRMA R ROSADO	1401 ARCH ST, PHILADELPHIA, PA 19102	215-564-1960
IRMA R ROSADO	GALLERY AT 9TH/MARKET, PHILADELPHIA, PA 19107	215-922-1119
MANISH SHAH	1232 FRANKLIN MILLS CIR, PHILADELPHIA, PA 19154	215-281-1204
MANISH SHAH	501 FRANKLIN MILL CIR, PHILADELPHIA, PA 19154	215-281-9836
RUPINDER SINGH	7700 ISLAND AVE, PHILADELPHIA, PA 19153	215-365-1920
RUPINDER SINGH	PHILADELPHIA AIRPORT - TERM E, PHILADELPHIA, PA 19153	215-365-7301
RUPINDER SINGH	PHILADELPHIA AIRPORT - TERM A WEST, PHILADELPHIA, PA 19153	215-492-9380
RUPINDER SINGH	5999 WOODLAND AVE, PHILADELPHIA, PA 19143	215-729-7622
KENNETH YOUNGBLOOD	5219 FRANKFORD AVE, PHILADELPHIA, PA 19124	215-288-0979
KENNETH YOUNGBLOOD	4163 WHITAKER AVE, PHILADELPHIA, PA 19124	215-423-6180
KENNETH YOUNGBLOOD	7911-17 OGONTZ AVE, PHILADELPHIA, PA 19150	215-424-8810
KENNETH YOUNGBLOOD	1801 TORRESDALE AVE, PHILADELPHIA, PA 19124	215-533-4607
KENNETH YOUNGBLOOD	2211 STENTON AVE, PHILADELPHIA, PA 19141	215-927-5046
LISA M BEATTY	US ROUTE 322 WEST, PHILIPSBURG, PA 16866	814-342-6074
JOHN SHELLENBERGER	651 NUT RD, PHOENIXVILLE, PA 19460	610-933-2626
H. JAMES RIPPON	427 SUEBERG ROAD, PO BOX 327, PINE GROVE, PA 17963	570-345-6400
JOSEPH CARONE	505 SMITHFIELD ST, PITTSBURGH, PA 15219	412-281-1777
JOSEPH CARONE	500 LIBERTY AVE, PITTSBURGH, PA 15222	412-391-5470
JOSEPH CARONE	ONE POPLAR ST, PITTSBURGH, PA 15205	412-921-3132
MICHAEL F DELLIGATTI	2925 FREEPORT RD, PITTSBURGH, PA 15238	412-828-9801
RICHARD DOANE	250 SUMMIT PARK DR (W*M #2300), PITTSBURGH, PA 15275	412-494-4514
RICHARD DOANE	100 DAVIS BLVD, PITTSBURGH, PA 15275-1219	412-788-1188
ROY M DRAPER	11591 FRANKSTOWN RD, PITTSBURGH, PA 15235	412-243-0325
DAVID LEWANDOWSKI	608 WOOD ST, PITTSBURGH, PA 15222	412-261-2281
DAVID LEWANDOWSKI	3708 FORBES AVE (OAKLAND), PITTSBURGH, PA 15213	412-687-3747
IFTIKHAR A MALIK	120 PENN CIR W, PITTSBURGH, PA 15206	412-362-5248
IFTIKHAR A MALIK	6361 PENN AVE, PITTSBURGH, PA 15206	412-362-9026
IFTIKHAR A MALIK	1630 PENN AVE, PITTSBURGH, PA 15222	412-471-1747
IFTIKHAR A MALIK	PITTSBURGH INTL AIR-MAIN TERMINAL, PITTSBURGH, PA 15231	412-472-3072
IFTIKHAR A MALIK	PITTSBURGH INTL AIR-TERMINAL SATELLITE T, PITTSBURGH, PA 15231	412-472-3074
JAMES L RICE	801 ALLEGHENY AVE, PITTSBURGH, PA 15233	412-322-6660
JAMES L RICE	82 FORT COUCH RD, PITTSBURGH, PA 15241	412-854-2230
PATRICIA STELLA	306 RT 315, PITTSBURGH, PA 18640	570-655-8930
PATRICIA STELLA	RIVER ST & RT309, PLAINS, PA 18705	570-970-7952
JAMES L RICE	549 CLARITON BLVD, PLEASANT HILLS, PA 15122	412-653-6012
JAMES L RICE	2409 GOLDEN MIKE HWY RT 286, PLUM, PA 15239	724-325-1212

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RON GENTILE	5847 EASTON ROAD, PLUMSTEADVILLE, PA 18949	215-766-4860
JOSEPH D NYANKO	3592 PORTAGE ST, PORTAGE, PA 15946	814-736-9607
PAUL M SWEENEY	2012 NEW CASTLE ROAD, PORTERSVILLE, PA 16051	724-368-8085
MARCIA GRAHAM	189 SHOEMAKER RD, POTTSTOWN, PA 19464	610-326-7683
MARCIA GRAHAM	1428 E HIGH ST, POTTSTOWN, PA 19464	610-326-7694
MARCIA GRAHAM	PA RT 100 & RT 724, POTTSTOWN, PA 19464	610-705-9514
WAYNE PACE	ROUTE 61 ST CLAIR HWY, POTTSVILLE, PA 17901	570-429-2070
THERESA M SANTORO	RT 420 & 13, PROSPECT PARK, PA 19076	610-586-6630
EUGENE R PUSKASH	102 N FINDLEY ST, PUNXSUTAWNEY, PA 15767	814-938-5277
JAMES C MCINTYRE	2 N WESTEND BLVD, QUAKERTOWN, PA 18951	215-536-2622
CHRISTIAN H RAWDEN	1001 N. 9TH STREET, READING, PA 19604	610-372-0465
CHRISTIAN H RAWDEN	400 LANCASTER AVE, READING, PA 19602	610-374-3095
GEORGE SKYLLAS	5370 PERKIOMEN AVE, READING, PA 19606	610-582-5556
GEORGE SKYLLAS	430 ELIZABETH AVE, READING, PA 19605	610-921-8681
HOPE HOOVER-ARMSTEAD	897 W BROADWAY ST, RED LION, PA 17356	717-246-1802
HOPE HOOVER-ARMSTEAD	655 LOMBARD ST, RED LION, PA 17356	717-246-7801
DONNA PILLA-HECKMANN	950 2ND STR PIKE, RICHBORO, PA 18954	215-364-3020
JOSEPH D NYANKO	908 E MAIN ST, ROARING SPRING, PA 16672	814-224-5002
RICHARD DOANE	100 ROBINSON CENTER DR-SATELLITE, ROBINSON TOWNSHIP, PA 15205	412-494-9180
JOHN SHELLENBERGER	310 N LEWIS RD, ROYERSFORD, PA 19468	610-948-9471
MARLENE ROHE	461 N KEYSTONE AVENUE, SAYRE, PA 18840	570-888-0291
TIMOTHY REID	5060 STHY 873, SCHNECKSVILLE, PA 18078	610-799-0531
WAYNE PACE	981 E MAIN ST, SCHUYLKILL HAVEN, PA 17972	570-385-5655
ALBERT MUELLER	900 S WASHINGTON AVE, SCRANTON, PA 18519	570-207-3355
ALBERT MUELLER	1739 N KEYSER AVE, SCRANTON, PA 18508	570-961-0757
H. JAMES RIPPON	701 S ROUTE 11/15 (W*M #2185), SELINGSGROVE, PA 17870	570-374-0915
ROLAND KISSINGER	STHY 61, SHAMOKIN, PA 17866	570-644-1338
H. JAMES RIPPON	ROUTE 11 & 15, SHAMOKIN DAM, PA 17876	570-743-2240
HERBERT WASHINGTON	67 W STATE ST, SHARON, PA 16146-1301	724-981-0109
ROBERT T HUGHES	MOTEL DRIVE & RT 4011, SHARTLESVILLE, PA 19526	610-488-7375
ALBERT MUELLER	RT 309 FRANKLIN STREET, SHAVERTOWN, PA 18708	570-674-5353
HOPE HOOVER-ARMSTEAD	YORK CROSSING DR, SHILOH, PA 17404	717-767-1381
KENNETH J LEVINE	333 E KING ST, SHIPPENSBURG, PA 17257	717-532-7945
ROBERT T HUGHES	3710 PENN AVE, SINKING SPRING, PA 19608	610-670-9100
RICK TELISCHAK	328 S MAIN ST, SLIPPERY ROCK, PA 16057-1249	724-794-3235
ARTURO R ALAMO	1758 N CENTER AVE, SOMERSET, PA 15501	814-443-0530
ARTURO R ALAMO	937 N CENTER ST, SOMERSET, PA 15501	814-444-0059
ARTURO R ALAMO	2028 NORTH CENTER AVE (WM #1765), SOMERSET, PA 15501	814-445-6347
VINCENT T FRANK	727 RT 113, SOUDERTON, PA 18964	215-723-0193
ALBERT MUELLER	442 WYANDOTTE ST, SOUTH BETHLEHEM, PA 18015	610-691-2033
MICHAEL F DELLIGATTI	1207 S MAIN ST, SOUTH GREENSBURG, PA 15601	724-837-4296
DOUGLAS DOHERTY	180 MONTGOMERY RD, SOUTH WILLIAMSPORT, PA 17702	570-326-1355
MICHAEL G ANTON	338 2ND ST PIKE, SOUTHAMPTON, PA 18966	215-355-5696
GEORGE SKYLLAS	2730 PERKIOMEN AVE, ST. LAWRENCE, PA 19606	610-779-9929
EUGENE R PUSKASH	RTE 255 MILLION DOLLAR HWY, ST. MARYS, PA 15857	814-834-1612
TANYA R HILL-HOLLIDAY	516 W LANCA STER AVE, STRAFFORD, PA 19087	610-293-0444
DONNA E ZLOCKI	1171 N 9TH ST, STROUDSBURG, PA 18360	570-421-0355
DONNA E ZLOCKI	330 MAIN ST, STROUDSBURG, PA 18360	570-426-1690
JAY F MORGAN	RT 54 & RT 309, TAMAQUA, PA 18252	570-668-1891
MICHAEL F DELLIGATTI	2010 VALUE DRIVE(W*M #3838), TARENTUM, PA 15084	724-274-0531
GEORGE SKYLLAS	5372 ALLENTOWN PIKE, TEMPLE, PA 19560	610-939-2381
CHARLES T EHLERS	3808 E LINCOLN HWY, THORNDALE, PA 19372	610-269-9618
THOMAS G MEYERS	420 S FRANKLIN ST, TITUSVILLE, PA 16354	814-827-3542
ROBERT M WALSH	BRADFORD TOWN CENTER, TOWANDA, PA 18848	570-265-2220
R DOUGLAS CAPLAN	6896 HAMILTON BLVD, TREXLERTOWN, PA 18087	610-398-2218
ROBERT M WALSH	491 ELMIRA ST, TROY, PA 16947	570-297-5009
ALBERT MUELLER	161 W TOGA ST, TUNKHANNOCK, PA 18657	570-836-5307
TANYA R HILL-HOLLIDAY	133 S 69TH ST, UPPER DARBY, PA 19082	610-352-9830
DAVID S NIGGEMAN	1891 S STATE RD, UPPER DARBY, PA 19082	610-449-7025
ROY M DRAPER	70 ALLEGHENY RIVER BLVD, VERONA, PA 15147	412-826-1957
TIMOTHY REID	473 MAIN ST, WALNUTPORT, PA 18088	610-767-1490
RODNEY W WELLING	75 MARKET ST, WARREN, PA 16365	814-726-3190
RONALD A GALIANO	235 MEADOWLANDS BLVD, WASHINGTON, PA 15301	724-745-1603
STEVEN M DELAMATER	302 E MAIN ST, WAYNESBORO, PA 17268	717-762-9201
ROBERT M WALSH	12 CHARLESTON ST, WELLSBORO, PA 16901	570-724-2151
CHARLES T EHLERS	701 E GAY ST, WEST CHESTER, PA 19380	610-431-2536
WAYNE FLUKE	927 S HIGH ST, WEST CHESTER, PA 19380	610-692-7342
MIOMIR IVANOVIC	114 MOOREHEAD AVE, WEST CONSHOHOCKEN, PA 19428	610-825-8955
JAMES L RICE	2090 LEBANON CHURCH RD, WEST MIFFLIN, PA 15122	412-653-5561
JAMES L RICE	2251 CENTURY DR (W*M #2281), WEST MIFFLIN, PA 15122	412-655-8825
PRISCILLA FOSTER	10529 PERRY HWY, WEXFORD, PA 15090	412-935-6040
PATRICIA STELLA	RT 940 & I 80, WHITE HAVEN, PA 18661	570-443-7370
JOE PANY	2601 MCARTHUR RD (W*M #2145), WHITEHALL, PA 18052	610-264-1061
JOE PANY	2137 MC ARTHUR RD, WHITEHALL, PA 18052	610-437-6929
JOE PANY	2752 MACARTHUR RD, WHITEHALL, PA 18052	610-776-8122
ALBERT MUELLER	746 SAN SOUCI HWY, WILKES BARRE, PA 18702	570-829-9846
PATRICIA STELLA	150 EAST HAMPTON, WILKES BARRE, PA 18701	570-822-4090

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICIA STELLA	744 KIDDER ST, WILKES BARRE, PA 18702	570-829-0321
PATRICIA STELLA	900 WILKES BARRE TOWNSHIP BLVD, WILKES BARRE, PA 18702	570-829-4582
IFTIKHAR A MALIK	430 PENN AVE, WILKINSBURG, PA 15221	412-243-2211
DOUGLAS DOHERTY	1730 E 3RD ST, WILLIAMSPORT, PA 17701	570-323-4880
DOUGLAS DOHERTY	1940 LYCOMING CREEK RD, WILLIAMSPORT, PA 17701	570-323-5006
CHARLES J MCINTYRE	1036 S BROADWAY, WIND GAP, PA 18091	610-863-9800
JEREMY JAKUBOWSKI	298 21ST ST, WINDBER, PA 15963	814-467-1646
ROBERT T HUGHES	3400 CONRAD WEISER PKY, WOMELSDORF, PA 19567	610-589-2563
ANTHONY J MICALE	1253 MCDADE BLVD, WOODLYN, PA 19094	610-833-5760
ALBERT MUELLER	915 WYOMING AVE, WYOMING, PA 18644	570-693-9947
STEPHANIE A RAWDEN	8TH & HILL AVE, WYOMISSING, PA 19610	610-372-2298
GEORGE SKYLLAS	2725 N MERIDIAN BLVD, WYOMISSING, PA 19610	610-736-3565
SCOTT A HILBERT	2899 WHITEFORD RD UNIT 260, YORK, PA 17402	717-757-3026
HOPE HOOVER-ARMSTEAD	RT 30 & 74TH (W*M #2205), YORK, PA 17404	717-764-8923
HOPE HOOVER-ARMSTEAD	2061 SOUTH QUEEN STREET, YORK, PA 17403-4806	717-845-9360
HOPE HOOVER-ARMSTEAD	142 S GEORGE ST, YORK, PA 17401	717-846-1021
RAYMOND C PETTERSEN	380 MEMORY LN, YORK, PA 17402	717-757-2912
CHRISTIAN H RAWDEN	4015 E MARKET ST, YORK, PA 17402	717-757-9655
STEPHANIE A RAWDEN	LEADER HEIGHTS US I-83, YORK, PA 17403	717-747-9191
JOSEPH NAPOLI	1100 TIOGUE AVE / RT 3, COVENTRY, RI 02816	401-828-0492
YANNY DIFEBBO	923 CRANSTON ST, CRANSTON, RI 02910	401-946-5550
PAUL FARREN	1820 PLAINFIELD PIKE, CRANSTON, RI 02921	401-943-1548
STEPHEN M WALACH	1099 RESERVIOR AVE, CRANSTON, RI 02910	401-275-2142
LOUIS P PROVENZANO	1754 MENDON RD, CUMBERLAND, RI 02864	401-334-3177
LOUIS P PROVENZANO	100 MENDON RD, CUMBERLAND, RI 02864	401-725-9077
JAMES L COOPER	1000 DIVISION ST, EAST GREENWICH, RI 02818	401-884-4340
PETER S CRISAFI, JR.	2500 NEW LONDON TURNPIKE, EAST GREENWICH, RI 02818	401-821-4900
JOSEPH NAPOLI	72 NEWPORT AVE, EAST PROVIDENCE, RI 02916	401-434-8372
LOUIS P PROVENZANO	721 TAUNTON AVE, EAST PROVIDENCE, RI 02914	401-434-0557
PETER S CRISAFI, JR.	1377 ATWOOD AVE, JOHNSTON, RI 02919	401-942-6622
JOSEPH NAPOLI	RTE 116 LINCOLN MALL, LINCOLN, RI 02865	401-333-0850
JOHN PINCKNEY	1425 W MAIN RD, MIDDLETOWN, RI 02842	401-846-8458
JOHN PINCKNEY	288 E MAIN RD, MIDDLETOWN, RI 02842	401-847-0198
PETER S CRISAFI, JR.	1920 MINERAL SPRING AVE, NORTH PROVIDENCE, RI 02904	401-353-7395
PETER S CRISAFI, JR.	49 HARTFORD AVE, NORTH SCITUATE, RI 02857	401-934-1230
JOSEPH NAPOLI	12 EDDIE DOWLING HWY, NORTH SMITHFIELD, RI 02896	401-769-2624
LOUIS P PROVENZANO	255 MINERAL SPRINGS AVE, PAWTUCKET, RI 02861	401-726-5670
LOUIS P PROVENZANO	285 ARMISTICE BLVD, PAWTUCKET, RI 02861	401-726-9564
YANNY DIFEBBO	1481 BROAD ST, PROVIDENCE, RI 02905	401-941-7250
JOSEPH NAPOLI	736 BRANCH AVE, PROVIDENCE, RI 02904	401-273-7260
JOSEPH NAPOLI	343 BROAD ST, PROVIDENCE, RI 02907	401-421-5104
STEPHEN M WALACH	649 N MAIN ST, PROVIDENCE, RI 02904	401-274-9341
PETER S CRISAFI, JR.	US ROUTE 44 5 APPLE VALLEY MALL, SMITHFIELD, RI 02828	401-231-3545
JOHN PINCKNEY	149 OLD TOWER HILL RD, WAKEFIELD, RI 02879	401-783-5393
PAUL FARREN	636 METACOM AVE, WARREN, RI 02885	401-245-5049
JAMES L COOPER	876 BALD HILL RD, WARWICK, RI 02886	401-828-0920
PAUL FARREN	2390 WARWICK AVE, WARWICK, RI 02889	401-732-4138
PAUL FARREN	770 POST RD, WARWICK, RI 02888	401-781-6737
DENNIS LUCOVICH	262 POST RD, WESTERLY, RI 02891	401-322-3074
DENNIS LUCOVICH	135 GRANITE ST, WESTERLY, RI 02891	401-596-9086
JOSEPH SPADEA	1900 DIAMOND HILL RD, WOONSOCKET, RI 02895	401-765-1176
DENNIS LUCOVICH	14 KINGSTON ROAD, WYOMING, RI 02898	401-539-1115
KEN WHITTINGTON	813 W GREENWOOD ST, ABBEVILLE, SC 29620	864-459-0081
ANGELA HARRELSON	102 W FRONTAGE RD, AIKEN, SC 29803	803-642-9222
THOMAS POWERS	1902 A WHISKEY RD, AIKEN, SC 29803	803-648-2518
THOMAS POWERS	RICHLAND AVE @ GREGG HWY., AIKEN, SC 29801	803-648-6394
THOMAS POWERS	1157 YORK STREET, AIKEN, SC 29801	803-649-1207
STACEY A LINNETTE	331 SC HWY 28 BYP, ANDERSON, SC 29624	864-226-4377
STACEY A LINNETTE	3024N MAIN STREET, ANDERSON, SC 29625	864-226-9874
STACEY A LINNETTE	1475 PEARMAN DAIRY RD STE G, ANDERSON, SC 29625	864-375-9990
LEOVICK MEDINA	101 ELECTRIC CITY BOULEVARD, ANDERSON, SC 29621	864-226-8532
LEOVICK MEDINA	4542 HWY 81 N, ANDERSON, SC 29621	864-231-8185
ROBERT C VALDES	411 US HIGHWAY 521, ANDREWS, SC 29510-5480	843-264-9307
STEPHEN HARNISH	2595 HWY. 501, AYNOR, SC 29511	843-358-1920
FREDERICK C KRUCKOW, JR.	1112 DUNBARTON RD, BARNWELL, SC 29812	803-259-2144
SANDRA WEBB	210 W COLUMBIA AVE, BATESBURG, SC 29006	803-532-0770
MICHAEL EGGERS	177 SEA ISLAND PKY, BEAUFORT, SC 29907	843-522-9824
MICHAEL EGGERS	350 ROBERT SMALLS PKWY(W*M #1383), BEAUFORT, SC 29906-4284	843-524-4766
JOHN T MCCOY	2424 BOUNDARY ST, BEAUFORT, SC 29902	843-524-5185
FREDERICK C KRUCKOW, JR.	1721 SAND BAR FERRY RD, BEECH ISLAND, SC 29842	803-302-9100
KATHY B TAYLOR	428 S MAIN ST, BELTON, SC 29627	864-338-8777
JOSE R HERNANDEZ	108-15/401 BYP, BENNETTSVILLE, SC 29512	843-479-8399
GEORGE M SENSOR	1101 SUMTER HWY, BISHOPVILLE, SC 29010	803-428-6059
BILL H MASON	116 PRIESTER ROAD, BLACKSBURG, SC 29702	864-839-0054
BILL H MASON	1018 N MOUNTAIN ST, BLACKSBURG, SC 29702	864-839-9000
MICHAEL EGGERS	BUCKWALTER PKWY & BUCKWALTER PLACE, BLUFFTON, SC 29910	843-815-5700
JOHN PALMACCIO	HWY 278, BLUFFTON, SC 29910	843-837-8025

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GEORGE M SENSOR	250 BLYTHEWOOD RD, BLYTHEWOOD, SC 29016	803-735-1112
GREGORY D MASON	3716 BOILING SPRINGS ROAD, BOILING SPRINGS, SC 29316	864-599-1427
CHARLES EDWARD MCMILLAN	HOME STED RD & HWY 210 EX 165, BOWMAN, SC 29018	803-829-4414
GEORGE M SENSOR	215 DEKALB AVE, CAMDEN, SC 29020	803-432-3300
GEORGE M SENSOR	204 WALL ST, CAMDEN, SC 29020	803-432-9808
BRAD M VALDES	2929 CHARLESTON HWY, CAYCE, SC 29033	803-796-1995
SANDRA WEBB	659 COLUMBIA AVE, CHAPIN, SC 29036	803-345-9715
JUAN I ACEVEDO	2500 ASHLEY PHOSPHATE RD, CHARLESTON, SC 29418	843-797-1180
JAMES BOOTH	2050 SAVANNAH HWY, CHARLESTON, SC 29407	843-556-1163
JAMES BOOTH	1201 SAM RITTENBERG BLVD, CHARLESTON, SC 29407	843-571-2070
JAMES BOOTH	230 SPRING ST, CHARLESTON, SC 29403-5102	843-577-2507
ROBERT M HORNE	2007 MAGWOOD RD, CHARLESTON, SC 29414	843-763-7005
ROBERT M HORNE	FOLLY ROAD @ CROSS CREEK, CHARLESTON, SC 29412	843-795-7720
ROBERT M HORNE	3951 W ASHLEY CIR(W*M #1748), CHARLESTON, SC 29414-9156	843-852-9615
JEROME C DAVIS	500 CHESTERFIELD HWY, CHERAW, SC 29520	843-537-4090
BILL H MASON	750 S ALABAMA AVE, CHESNEE, SC 29323	864-461-5300
LEO P FORTIN	1065 TIGER BLVD, CLEMSON, SC 29631	864-654-3498
JULIA M SKIPPER	101 S BROAD ST, CLINTON, SC 29325	864-833-4816
JULIA M SKIPPER	12774 HWY 56 NORTH, CLINTON, SC 29325	864-833-7214
FRED L FUNDERBURK	905 BETHEL STREET, CLOVER, SC 29710-4123	803-222-1064
BENNY F CLARK	2911 TWO NOTCH RD, COLUMBIA, SC 29204	803-254-3738
BENNY F CLARK	434 GERVAIS ST, COLUMBIA, SC 29201	803-376-8898
BENNY F CLARK	1729 BROAD RIVER RD, COLUMBIA, SC 29210	803-772-8798
BENNY F CLARK	HARBISON BLVD. & PARK TERRACE DRIVE, COLUMBIA, SC 29212	803-781-9834
ROBERT B FARMER	600 SAINT ANDREWS RD, COLUMBIA, SC 29210	803-772-7657
WILLIS LANGLEY, JR.	7041 PARKLANE RD, COLUMBIA, SC 29223	803-699-6303
WILLIS LANGLEY, JR.	7400 WILSON BLVD, COLUMBIA, SC 29203	803-786-5112
WILLIS LANGLEY, JR.	2230 DECKER BLVD, COLUMBIA, SC 29206	803-788-7651
WILLIS LANGLEY, JR.	1024 ELMWOOD AVE, COLUMBIA, SC 29201	803-799-9523
GEORGE M SENSOR	7501 GARNERS FERRY RD, COLUMBIA, SC 29209	803-776-6685
GEORGE M SENSOR	5480 FOREST DR, COLUMBIA, SC 29206	803-790-2645
BRAD M VALDES	4801 GARNERS FERRY RD, COLUMBIA, SC 29209	803-787-8284
ROBERT T VALDES	4301 HARDCRABBLE RD, COLUMBIA, SC 29229	803-788-5334
ROBERT T VALDES	100 CLEMSON RD, COLUMBIA, SC 29223	803-788-6776
JOEL A PELLICCI	1622 USHY 501, CONWAY, SC 29526	843-488-1647
JOEL A PELLICCI, JR.	1467 HIGHWAY 544, CONWAY, SC 29526	843-234-3096
ROBERT KERZNER	1501 S MAIN ST, DARLINGTON, SC 29532	843-393-9733
FREDERICK C KRUCKOW, JR.	18128 HERITAGE HWY, DENMARK, SC 29042	803-793-0206
JOSE R HERNANDEZ	310 HWY 301 N, DILLON, SC 29536	843-774-7585
TERRY STEPHENSON	1392 E MAIN ST, DUNCAN, SC 29334	864-433-8822
TERRY STEPHENSON	2157 E MAIN ST, DUNCAN, SC 29334	864-486-8822
MAURICE COLLINS	5634 CALHOUN MEMORIAL HWY, EASLEY, SC 29640	864-855-0728
ANGELA HARRELSON	714 AUGUSTA RD, EDGEFIELD, SC 29824	803-637-0060
JOSE R HERNANDEZ	2014 SOUTH IRBY STREET (W*M #2703), FLORENCE, SC 29505	843-662-3545
JOSE R HERNANDEZ	DAVID H.MCLEOD & BELTLINE DR (W*M#630), FLORENCE, SC 29501	843-662-5255
JOSE R HERNANDEZ	1540 S IRBY ST, FLORENCE, SC 29501	843-662-6762
JOSE R HERNANDEZ	2961 WILLISTON RD, FLORENCE, SC 29506	843-679-3365
WANDA DUBOSE JAMES	1389 CELEBRATION BLVD, FLORENCE, SC 29501	843-667-9887
WANDA DUBOSE JAMES	3805 W PALMETTO ST, FLORENCE, SC 29501	843-679-0167
ARNETT D JAMES III	2016 W PALMETTO, FLORENCE, SC 29501	843-669-4012
ARNETT D JAMES III	1908 W LUCAS ST, FLORENCE, SC 29501	843-669-4546
ANN FOX BAUM	3490 HIGHWAY 21, FORT MILL, SC 29715	803-547-8844
DAVID T POWELL, JR.	2883 S CAROLINA 160, FORT MILL, SC 29708	803-548-1066
BILL H MASON	1520 FLOYD BAKER BLVD, GAFFNEY, SC 29341	864-489-8246
SHERRIE MASON-WRIGHT	1501 E FREDERICK ST, GAFFNEY, SC 29340	864-487-7440
JOEL A PELLICCI	2913 HWY 17 BUSINESS, GARDEN CITY, SC 29576	843-651-4448
ROBERT C VALDES	US 17 AT US 17A, GEORGETOWN, SC 29442	843-546-8758
JAMES BOOTH	609 SAINT JAMES AVE, GOOSE CREEK, SC 29445	843-569-5276
JAMES BOOTH	109 GOOSE CREEK BLVD N, GOOSE CREEK, SC 29445	843-572-1069
JAMES BOOTH	1741 RED BANK RD, GOOSE CREEK, SC 29445-6513	843-572-9671
JAMES BOOTH	605 ST JAMES AVE (W*M #2928), GOOSE CREEK, SC 29445	843-574-9294
ANTHONY CIPOLLA,III	1111 WOODRUFF RD, GREENVILLE, SC 29607	864-297-1940
ANTHONY CIPOLLA,III	2443 LAURENS RD, GREENVILLE, SC 29607	864-297-9244
ANTHONY CIPOLLA,III	35 RUTHERFORD ST, GREENVILLE, SC 29609	864-370-0370
LOUIS F GOECKER	5050 OLD BUNCONBE RD, GREENVILLE, SC 29609	864-246-9103
LOUIS F GOECKER	6103 WHITE HORSE RD, GREENVILLE, SC 29611	864-269-6588
KEVIN M REID	2111 WOODRUFF RD (WOODRUFF RD. & HWY 14), GREENVILLE, SC 29607	864-234-5518
CYNTHIA D SAMOUR	1706 WHITE HORSE RD, GREENVILLE, SC 29605	864-220-9774
CYNTHIA D SAMOUR	2200 AUGUSTA RD, GREENVILLE, SC 29605	864-233-0686
CYNTHIA D SAMOUR	3 CANNON DR, GREENVILLE, SC 29605	864-233-2532
CYNTHIA D SAMOUR	630 HOWELL RD, GREENVILLE, SC 29615	864-268-1670
CYNTHIA D SAMOUR	2109 WADE HAMPTON BLVD, GREENVILLE, SC 29607	864-268-3633
CYNTHIA D SAMOUR	3618 PELHAM RD, GREENVILLE, SC 29615	864-297-9774
KEN WHITTINGTON	1326 BY PASS 72 NE, PIEDMONT PLAZA, GREENWOOD, SC 29649	864-223-6336
KEN WHITTINGTON	1204 S MAIN ST, GREENWOOD, SC 29646	864-223-8308
N BROOKS WHITTINGTON	502 72ND BYP NW, GREENWOOD, SC 29649	864-223-8754
LOUIS F GOECKER	103 HAMMETT BRIDGE RD, GREER, SC 29650	864-879-0607

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CYNTHIA D SAMOUR	2137 OLD SPARTENBURG RD, GREER, SC 29650	864-292-2818
CYNTHIA D SAMOUR	308 W WADE HAMPTON BLVD, GREER, SC 29650	864-879-2612
JOHN T MCCOY	108 HOOVER ST, HAMPTON, SC 29924	803-943-0034
JOHN PALMACCIO	I 95 & RT 278 EXIT 8, HARDEEVILLE, SC 29927	843-784-2885
ROBERT KERZNER	431 HARTSVILLE CROSSING RD, HARTSVILLE, SC 29550	843-332-4752
MONIQUE PALMACCIO	HWY 278 & MATHEWS DR, HILTON HEAD ISLAND, SC 29926	843-681-8025
MONIQUE PALMACCIO	50 NEW ORLEANS RD, HILTON HEAD ISLAND, SC 29928	843-785-8025
TERRY STEPHENSON	11961 ASHVILLE HWY, INMAN, SC 29349	864-472-4300
ROBERT B FARMER	7417 SAINT ANDREWS RD, IRMO, SC 29063	803-749-0418
BRAD M VALDES	1001 DUTCH FORK ROAD, IRMO, SC 29063	803-781-3572
ROBERT M HORNE	3775 MAYBANK HWY, JOHNS ISLAND, SC 29455	843-559-3932
ROBERT C VALDES	367 S GEORGETOWN HWY, JOHNSONVILLE, SC 29555	843-386-2023
BRAD M VALDES	KILLIAN RD. & I-77, KILLIAN, SC 29203	803-786-8898
LAETITIA M JOHNSON	102 N LONGSTREET ST, KINGSTREE, SC 29556	843-354-5449
JUAN I ACEVEDO	CENTRAL AVE. & OLD ORANGEBURG ROAD, KNIGHTSVILLE, SC 29483	843-851-8380
CAROLYN D HUNTER	302 COLLEGE PARK BLVD, LADSON, SC 29456	843-572-1510
LAETITIA M JOHNSON	203 N. RON MCNAIR BLVD., LAKE CITY, SC 29560-2437	843-394-2283
ANN FOX BAUM	5262 HIGHWAY 557, LAKE WYLIE, SC 29710	803-831-0577
JAMES L HERNANDEZ	1364A HIGHWAY 38 W., LATTA, SC 29565	843-752-2060
JULIA M SKIPPER	922 EAST MAIN ST (WM #1130), LAURENS, SC 29360	864-683-1518
JULIA M SKIPPER	105 FLEMING ST, LAURENS, SC 29360	864-984-0321
WILLIS LANGLEY, III	US HWY. 378 @ CORLEY MILL ROAD, LEXINGTON, SC 29072	803-785-2024
SANDRA WEBB	1770 SOUTHLAKE DRIVE, LEXINGTON, SC 29073	803-359-0811
SANDRA WEBB	250 COLUMBIA AVE, LEXINGTON, SC 29072	803-359-5700
SANDRA WEBB	4364 AUGUSTA RD, LEXINGTON, SC 29073	803-808-6588
SANDRA WEBB	1011 S LAKE DR, LEXINGTON, SC 29072	803-957-8808
ROBERT C VALDES	822 HIGHWAY 17, LITTLE RIVER, SC 29566	843-249-5000
JOEL A PELLICCI, JR.	596 HWY 701 N, LORIS, SC 29569	843-756-1772
GEORGE M SENSOR	906 HWY 1 S, LUGOFF, SC 29078	803-438-6666
KAREN A MCMILLAN	1960 PAXVILLE HWY, MANNING, SC 29102	803-435-4131
JOSE R HERNANDEZ	2513 E HIGHWAY, MARION, SC 29571	843-423-0104
JOHN A KENNEDY	114-M WEST BUTLER ROAD, MAULDIN, SC 29662	864-288-7696
CAROLYN D HUNTER	375 N HWY 52, MONCKS CORNER, SC 29461	843-761-8763
STEVEN M MERCK	7611 AUGUSTA RD, MOONVILLE, SC 29673	864-299-5402
JAMES BOOTH	3060 IRONCLAD ALLEY, MOUNT PLEASANT, SC 29466	843-216-7299
JAMES BOOTH	3000 PROPRIETORS PL (W*M #4384), MOUNT PLEASANT, SC 29466-8361	843-881-6887
JAMES BOOTH	1533 JOHNNY DODDS BLVD, MOUNT PLEASANT, SC 29464	843-884-0373
JOEL A PELLICCI	2607 S KINGS HWY, MYRTLE BEACH, SC 29577	843-448-4223
JOEL A PELLICCI	3730 RENEE DR, MYRTLE BEACH, SC 29579	843-903-1807
JOEL A PELLICCI, JR.	101 STRAND MARKET DRIVE, MYRTLE BEACH, SC 29588	843-215-7225
JOEL A PELLICCI, JR.	9527 HIGHWAY 707 @ HOMESTOWN RD., MYRTLE BEACH, SC 29588	843-650-1826
JOEL A PELLICCI, JR.	104 TOWNE CENTRE PARKWAY, MYRTLE BEACH, SC 29579	843-903-3410
ROBERT C VALDES	2200 N KINGS HWY, MYRTLE BEACH, SC 29577	843-448-4935
ROBERT C VALDES	9595 N KINGS HWY, MYRTLE BEACH, SC 29582	843-449-1150
ROBERT C VALDES	3451 BOUGAINVILLE RD, MYRTLE BEACH, SC 29577	843-839-9000
KENNETH RATLIFF	I-26 AT EXIT 76, NEWBERRY, SC 29108	803-276-4145
KENNETH RATLIFF	1241 WILSON RD, NEWBERRY, SC 29108	803-276-9960
CHRISTINE R CRAWFORD	991 EDGEFIELD ROAD, NORTH AUGUSTA, SC 29860	803-279-0606
DELORES H CRAWFORD	1831 GEORGIA AVE, NORTH AUGUSTA, SC 29841	803-279-3700
DELORES H CRAWFORD	4403 JEFFERSON DAVIS HWY, NORTH AUGUSTA, SC 29841	803-593-8700
THOMAS POWERS	1201 KNOX AVE (W*M #1270), NORTH AUGUSTA, SC 29841	803-613-0531
JAMES BOOTH	5950 RIVERS AVE, NORTH CHARLESTON, SC 29406	843-566-9463
JAMES BOOTH	3710 RIVERS AVE, NORTH CHARLESTON, SC 29405-7039	843-566-9891
JAMES BOOTH	7400 RIVERS AVE (W*M #1359), NORTH CHARLESTON, SC 29418	843-572-5004
JAMES BOOTH	2988 W. MONTAGUE AVENUE, NORTH CHARLESTON, SC 29418	843-744-0626
JAMES BOOTH	8401 DORCHESTER ROAD, NORTH CHARLESTON, SC 29420	843-760-2822
JAMES BOOTH	8586 RIVERS AVE, NORTH CHARLESTON, SC 29406	843-824-5433
STEPHEN HARNISH	100 MAIN ST, NORTH MYRTLE BEACH, SC 29577	843-249-3212
ROBERT C VALDES	4815 HWY 17 S, NORTH MYRTLE BEACH, SC 29582	843-361-4111
EMORY S MAIN	706 JOHN C CALHOUN DR, ORANGEBURG, SC 29115	803-536-1111
EMORY S MAIN	3675 SAINT MATTHEWS RD, ORANGEBURG, SC 29115	803-536-1234
EMORY S MAIN	2390 CHESTNUT NE, ORANGEBURG, SC 29115	803-536-5090
JEROME C DAVIS	203 S. VAN LINGLE MUNGO BOULEVARD, PAGELAND, SC 29728	843-672-6221
JOEL A PELLICCI, JR.	10425 OCEAN HWY, PAWLEYS ISLAND, SC 29585	843-235-2720
MAURICE COLLINS	425 E MAIN, PICKENS, SC 29671	864-878-4325
MAURICE COLLINS	3435 HIGHWAY 153, PIEDMONT, SC 29673	864-295-9095
LEOVICK MEDINA	108 FRONTAGE RD, PIEDMONT, SC 29673	864-845-8907
MICHAEL EGGERS	850 PARRIS ISLAND GATEWAY, PORT ROYAL, SC 29906	843-524-8500
JOHN PALMACCIO	I-95 AND HWY 336, RIDGELAND, SC 29936	843-645-9025
DAVID T POWELL, JR.	1232 E MAIN ST, ROCK HILL, SC 29731	803-324-7076
DAVID T POWELL, JR.	511 S HERLONG, ROCK HILL, SC 29732	803-324-7932
DAVID T POWELL, JR.	4875 OLD YORK ROAD (W*M #4593), ROCK HILL, SC 29732	803-324-8768
DAVID T POWELL, JR.	115 S CHERRY RD, ROCK HILL, SC 29732	803-327-1413
DAVID T POWELL, JR.	2600 N CHERRY RD, ROCK HILL, SC 29730	803-366-2259
DAVID T POWELL, JR.	1998 DAVE LYLE BLVD, ROCK HILL, SC 29730	803-909-7090
CHARLES EDWARD MCMILLAN	HWY 6 & I 95, SANTEE, SC 29142	803-854-2634
LEO P FORTIN	1305 SANDIFER BLVD, SENECA, SC 29678	864-882-0444

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LEO P FORTIN	1636 SANDIFER BLVD (W*M #1123), SENECA, SC 29678	864-885-9500
JOHN A KENNEDY	692 FAIRVIEW RD, SIMPSONVILLE, SC 29680	864-228-3500
JOHN A KENNEDY	924 NORTH EAST MAIN STREET, SIMPSONVILLE, SC 29681	864-962-5600
JOHN A KENNEDY	1025 SOUTH STREET, SIMPSONVILLE, SC 29681	864-963-7703
JOEL A PELLICCI	U.S. HWY 17 BYPASS, SOCASTEE, SC 29577	843-293-5858
PHYLLIS LEWIS	500 HEARON CIR, SPARTANBURG, SC 29303	864-503-4026
PHYLLIS LEWIS	141 DORMAN CTR DR (W*M #1035), SPARTANBURG, SC 29301	864-576-3040
PHYLLIS LEWIS	2151 E MAIN (W*M #1281), SPARTANBURG, SC 29307	864-579-1222
PHYLLIS LEWIS	2131 EAST MAIN STREET, SPARTANBURG, SC 29307	864-579-4403
PHYLLIS LEWIS	199 CEDAR SPRINGS RD, SPARTANBURG, SC 29302	864-585-1900
PHYLLIS LEWIS	106 GARNER RD, SPARTANBURG, SC 29303	864-585-9220
BILL H MASON	2244 CHESNEE HWY, SPARTANBURG, SC 29303	864-585-8002
GREGORY D MASON	2050 NEW CUT RD, SPARTANBURG, SC 29303	864-574-7277
GREGORY D MASON	1917 BOILING SPRINGS RD, SPARTANBURG, SC 29303	864-578-7070
THOMAS W WHITE, JR.	1598 JOHN B WHITE SR BLVD, SPARTANBURG, SC 29301	864-576-0320
THOMAS W WHITE, JR.	7661 GREENVILLE HWY, SPARTANBURG, SC 29301	864-576-8533
JAMES BOOTH	6005 W JIM BILTON BLVD, ST. GEORGE, SC 29477	843-563-9218
JUAN I ACEVEDO	10095 E DORCHESTER RD, SUMMERVILLE, SC 29485	843-875-2110
JAMES BOOTH	501 N MAIN ST, SUMMERVILLE, SC 29483	843-821-9004
JAMES BOOTH	1317 N MAIN STREET (WM#1037), SUMMERVILLE, SC 29483	843-851-1446
JAMES BOOTH	9880 DORCHESTER RD (W*M #628), SUMMERVILLE, SC 29456	843-875-1744
CAROLYN D HUNTER	1520 N MAIN ST, SUMMERVILLE, SC 29483	843-871-2100
GEORGE M SENSOR	5650 BROAD STREET, SUMTER, SC 29150	803-494-7344
GEORGE M SENSOR	1765 HWY 15 S, SUMTER, SC 29154	803-506-2026
GEORGE M SENSOR	101 N LAFAYETTE BLVD, SUMTER, SC 29150	803-773-8515
GEORGE M SENSOR	360 PINE WOOD RD, SUMTER, SC 29150	803-775-1807
GEORGE M SENSOR	1060 BROAD ST, SUMTER, SC 29150	803-775-4532
GEORGE M SENSOR	1283 BROAD ST (W*M #511), SUMTER, SC 29150	803-905-5575
JOEL A PELLICCI	1734 HWY 17 N, SURFSIDE BEACH, SC 29575	843-238-1100
LYNN W MULLIGAN	6125 WADE HAMPTON BLVD, TAYLORS, SC 29687	864-848-9458
LOUIS F GOECKER	5 ROE CENTER CT, TRAVELERS REST, SC 29577	864-834-0718
BILL H MASON	605 N. DUNCAN BYPASS, UNION, SC 29379	864-429-3506
JAMES BOOTH	1404 SNIDERS HWY, WALTERBORO, SC 29488	843-538-1120
JAMES BOOTH	727 N JEFFERIES BLVD, WALTERBORO, SC 29488	843-549-1610
ARTHUR M AARON	1303 CHARLESTON HWY, WEST COLUMBIA, SC 29169	803-794-8193
WILLIS LANGLEY, III	2425 SUNSET BLVD, WEST COLUMBIA, SC 29169	803-796-2005
WILLIS LANGLEY, JR.	2401 AUGUSTA RD (W*M #1183), WEST COLUMBIA, SC 29169	803-926-4999
SANDRA WEBB	2700 EMANUEL CHURCH RD, WEST COLUMBIA, SC 29169	803-957-7772
LEO P FORTIN	143 SCENIC PLAZA DR, WEST UNION, SC 29696	864-638-0340
KATHY B TAYLOR	4 W MAIN ST, WILLIAMSTON, SC 29697	864-847-4444
ROBERT T VALDES	130 FAIRFIELD SQ, WINNSBORO, SC 29180	803-635-5002
JULIA M SKIPPER	890 N. MAIN STREET, WOODRUFF, SC 29388	864-476-0424
JOHN T MCCOY	I-95 EXIT 33 & US 17, YEMASSEE, SC 29945	843-726-4766
FRED L FUNDERBURK	989 E. LIBERTY STREET, YORK, SC 29745	803-684-3417
MICHAEL J SALEM	403 N 2ND ST, ABERDEEN, SD 57401-2708	605-225-2841
MICHAEL J SALEM	1615 6TH AVE SE, ABERDEEN, SD 57401-5025	605-225-4275
RICHARD A LESSNAU	922 SPLITROCK BLVD, BRANDON, SD 57005	605-582-8333
MICHAEL HARTSHORN	1605 6TH ST, BROOKINGS, SD 57006	605-692-7200
DALE PORTER	200 S MAIN, CHAMBERLAIN, SD 57325-1520	605-734-5509
DALE PORTER	1865 DAKOTA AVE S, HURON, SD 57350-3932	605-352-6600
DALE PORTER	320 2ND ST NW, MADISON, SD 57042	605-256-6212
DALE PORTER	1704 N MAIN ST, MITCHELL, SD 57301-1119	605-996-6200
DALE PORTER	1521 S BURR, MITCHELL, SD 57301-4770	605-996-7200
F KEITH PETRIE	100 N DERBY LN, NORTH SIOUX CITY, SD 57049	605-232-9604
MICHAEL HARTSHORN	610 W SIOUX AVE, PIERRE, SD 57501	605-224-5003
WENDY M WALLA	2223 W MAIN ST, RAPID CITY, SD 57702	605-342-3483
WENDY M WALLA	804 E NORTH ST, RAPID CITY, SD 57701-1689	605-342-3772
WENDY M WALLA	1200 N LACROSSE ST (W*M #1604), RAPID CITY, SD 57701	605-342-5442
WENDY M WALLA	720 CLEVELAND ST, RAPID CITY, SD 57701	605-343-6984
WENDY M WALLA	3919 CHEYENNE BLVD., RAPID CITY, SD 57703	605-923-5951
RICHARD A LESSNAU	3101 E 26TH ST, SIOUX FALLS, SD 57103-4033	605-332-1211
RICHARD A LESSNAU	917 E. 10TH STREET, SIOUX FALLS, SD 57103	605-334-3222
RICHARD A LESSNAU	3200 S MINNESOTA AVE, SIOUX FALLS, SD 57105-5651	605-338-2222
RICHARD A LESSNAU	2416 W 12TH ST, SIOUX FALLS, SD 57104-3813	605-339-1454
RICHARD A LESSNAU	4000 W 41ST ST, SIOUX FALLS, SD 57103	605-361-3375
RICHARD A LESSNAU	5201 S LOUISE AVE, SIOUX FALLS, SD 57108	605-362-6011
RICHARD A LESSNAU	4903 N CLIFF AVE, SIOUX FALLS, SD 57104	605-373-1132
CALVIN L DARDIS	131 RYAN RD, SPEARFISH, SD 57783-1212	605-642-2053
KELLEY DARDIS	2351 LAZELLE ST, STURGIS, SD 57785	605-347-2798
F KEITH PETRIE	702 N DAKOTA ST, VERMILLION, SD 57069-1405	605-624-4630
MICHAEL HARTSHORN	407 - 9TH AVENUE SOUTH, WATERTOWN, SD 57201	605-886-7077
MICHAEL HARTSHORN	820 35TH STREET CIR, WATERTOWN, SD 57201	605-886-7807
DALE PORTER	526 E 2ND ST, WINNER, SD 57580-1355	605-842-1770
DALE PORTER	2301 BROADWAY AVE, YANKTON, SD 57078-1204	605-665-6200
LITTON T COCHRAN III	2552 AIRPORT HWY, ALCOA, TN 37701	865-970-4921
LITTON T COCHRAN III	211 CALDERWOOD ST, ALCOA, TN 37701	865-983-8432
JOHN JUDE FARIS	2929 OLD KNOXVILLE HWY, ALCOA, TN 37804	865-681-9500

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIM A FUNDERBURK	300 BIGMAC DR, ALGOOD, TN 38506	931-537-3330
ANTHONY R MCGUIRE	3035 HAMILTON CHURCH RD (W*M #5058), ANTIOCH, TN 37013	615-367-1446
ANTHONY R MCGUIRE	5301 HICKORY HOLLOW LN, ANTIOCH, TN 37013-3127	615-731-8832
DARRELL E BYRD	11590 HIGHWAY 70, ARLINGTON, TN 38002	901-867-9033
THOMAS E DODGE	255 S MAIN ST, ASHLAND CITY, TN 37015	615-792-5801
MARK E SMITH	1403 CONGRESS PKY, ATHENS, TN 37303	423-745-7511
CHAD TILLMAN	8062 HWY 64, BARTLETT, TN 38133	901-382-8177
CHAD TILLMAN	6048 STAGE RD, BARTLETT, TN 38134-8314	901-388-6091
TIM A FUNDERBURK	110 FAST LANE, BAXTER, TN 38544	931-858-6999
JEFF L GAMBLE	4101 B HIGHWAY 412 SOUTH, BELLS, TN 38006	731-663-6118
MICHAEL J CARTER	2260 HWY 394, BLOUNTVILLE, TN 37617	423-323-8999
WILLIAM S RAMSEY	214 CAROLINA POTTERY DR, BLOUNTVILLE, TN 37617	423-323-9223
LOGAN COLLIER	798 W MARKET ST, BOLIVAR, TN 38008-2243	731-658-4889
JAMES DAUGHTRY ESTATE	410 OLD HICKORY BLVD, BRENTWOOD, TN 37211	615-331-5928
JAMES DAUGHTRY ESTATE	109 E PARK DR, BRENTWOOD, TN 37027-7505	615-377-4622
JESSIE W CARTER	1102 VOLUNTEER PKY, BRISTOL, TN 37620	423-764-3021
JESSIE W CARTER	2633 W STATE, BRISTOL, TN 37620	423-968-2821
MICHAEL J CARTER	220 CENTURY BLVD (W*M #620), BRISTOL, TN 37618	423-652-2150
LOGAN COLLIER	2586 ANDERSON, BROWNSVILLE, TN 38012-8354	731-772-4892
KRISTINE KENWORTHY	106 HWY 641 N, CAMDEN, TN 38320-1328	731-584-2804
TIM A FUNDERBURK	11 DIXON SPRINGS HWY, CARTHAGE, TN 37030	615-735-9263
DANIEL L RICHARD	1743 HWY 100, CENTERVILLE, TN 37033	931-996-9227
RICH MADY	I-75 & LOWER RIVER ROAD, CHARLESTON, TN 37310	423-336-1655
ROBERT J GOODWIN	156 BROWNS FERRY RD, CHATTANOOGA, TN 37419	423-821-7976
ROBERT J GOODWIN	4608 HWY 58, CHATTANOOGA, TN 37416	423-893-6686
ROBERT J GOODWIN	1735 OOLTEWAH RINGGOLD ROAD, CHATTANOOGA, TN 37363	423-894-4913
ROBERT J GOODWIN	6401 RINGOLD RD, CHATTANOOGA, TN 37416	423-894-7911
ROBERT J GOODWIN	4829 BRAINERD RD, CHATTANOOGA, TN 37416	423-954-3034
ARTHUR H HOLEKAMP	2017 GUNBARREL RD, CHATTANOOGA, TN 37421	423-510-1661
ANNE L HOLLAND	1117 E 3RD ST, CHATTANOOGA, TN 37403	423-267-1188
ANNE L HOLLAND	5440 HWY 153, CHATTANOOGA, TN 37343	423-877-0263
ANNE L HOLLAND	4123 HIXSON PIKE, CHATTANOOGA, TN 37415	423-877-9056
ANNE L HOLLAND	6220 LEE HWY, CHATTANOOGA, TN 37421	423-892-1976
DAWN M SINGLETON	3423 AMNICOLA HIGHWAY, CHATTANOOGA, TN 37406	423-698-8400
DAWN M SINGLETON	4502 ROSSVILLE BLVD, CHATTANOOGA, TN 37407	423-867-2345
PERRY C CHAFIN, JR.	201 SILVER LAKE RD, CHURCH HILL, TN 37642	423-357-8320
HOWARD E LARSON, II	724 SANGO RD, CLARKSVILLE, TN 37043	931-358-0259
HOWARD E LARSON, II	792 N 2ND ST, CLARKSVILLE, TN 37040-2996	931-552-0627
HOWARD E LARSON, II	3050 WILMA RUDOLPH BLVD (W*M #673), CLARKSVILLE, TN 37040	931-552-0685
HOWARD E LARSON, II	1921 MADISON EXT, CLARKSVILLE, TN 37040	931-552-3388
HOWARD E LARSON, II	1644 FORT CAMPBELL BLVD, CLARKSVILLE, TN 37040	931-645-6662
HOWARD E LARSON, II	3078 GUTHRIE HWY, CLARKSVILLE, TN 37040-5005	931-647-8626
HOWARD E LARSON, II	1680 FT CAMPBELL BLVD (W*M #1075), CLARKSVILLE, TN 37042	931-648-0593
HENRY F SMITH	2365 APD 40, CLEVELAND, TN 37312	423-479-5624
MARK E SMITH	4500 N LEE HWY, CLEVELAND, TN 37312	423-339-5898
MARK E SMITH	1350 25TH ST NW, CLEVELAND, TN 37312	423-479-5343
JOHN JUDE FARIS	357 CHARLES SEIVERS BLVD, CLINTON, TN 37716	865-457-9500
JOHN JUDE FARIS	120 TANNER LANE (W*M #4635), CLINTON, TN 37716	865-457-9522
JOHN JUDE FARIS	2237 CHARLES SEIVERS BLVD, CLINTON, TN 37716	865-463-9500
JAMES F BYRD, JR.	3675 S HOUSTON LEVEE, COLLIERSVILLE, TN 38017	901-850-0188
JAMES F BYRD, JR.	721 HWY 72W, COLLIERSVILLE, TN 38027-0488	901-853-7700
GINA MARIE WOLFE	2101 BROOKMEAD DR (W*M #192), COLUMBIA, TN 38401	931-380-9200
GINA MARIE WOLFE	1225 TROTWOOD AVE, COLUMBIA, TN 38401-4801	931-381-3811
GINA MARIE WOLFE	110 BEAR CREEK PIKE, COLUMBIA, TN 38401-2261	931-388-4641
TIM A FUNDERBURK	515 S WILLOW AVE, COOKEVILLE, TN 38501	931-528-0170
TIM A FUNDERBURK	1001 S JEFFERSON ST, COOKEVILLE, TN 38501-4019	931-528-1010
JAMES F BYRD, JR.	1206 HOUSTON LEVEE, CORDOVA, TN 38018	901-753-9833
CHAD TILLMAN	577 N GERMANTOWN PARKWAY (W*M #2322), CORDOVA, TN 38018	901-753-1047
CHAD TILLMAN	674 N GERMANTOWN PKWY, CORDOVA, TN 38018-6210	901-757-1989
CHAD TILLMAN	1705 N GERMANTOWN PKY, CORDOVA, TN 38018	901-757-8205
BETTY GREENWAY BUSH	3685 PULASKI HWY, CORNERSVILLE, TN 37047	931-293-7800
DENA L QUERTERMOUS	887 HWY 51 N, COVINGTON, TN 38019-1701	901-476-1540
TIM A FUNDERBURK	558 PEAVINE RD, CROSSVILLE, TN 38555	931-456-6850
W. LARRY FUNDERBURK	1703 N MAIN ST, CROSSVILLE, TN 38555-4086	931-484-7726
JOHN O ISRAEL	550 HWY 92 SOUTH, DANDRIDGE, TN 37725	865-397-0397
ANNE L HOLLAND	3034 RHEA COUNTY HWY (W*M #619), DAYTON, TN 37321	423-570-0111
WILLIAM E MOORE, JR.	130 ABEL DR, DAYTON, TN 37321	423-775-2023
VICTOR A DONISI	2798 HWY 48, DICKSON, TN 37055	615-446-0909
HOWARD E LARSON, II	1005 CHRISTI RD, DICKSON, TN 37055	615-441-1470
HOWARD E LARSON, II	111 MATHIS DR, DICKSON, TN 37055-2085	615-446-5742
JOSEPH KENWORTHY, III	1505 DONELSON PKY, DOVER, TN 37058	931-232-0005
KRISTINE KENWORTHY	8762 HWY 22, DRESDEN, TN 38225	731-364-5761
WILLIAM E MOORE, JR.	14950 RANKIN AVE S, DUNLAP, TN 37327	423-949-6464
DARREN SELLS	2496 LAKE RD, DYERSBURG, TN 38024-1604	731-285-1598
DARREN SELLS	2650 LAKE RD (W*M #677), DYERSBURG, TN 38024	731-285-6808
DIANE M WASHBURN	1001 WEST ELK ST (WM #690), ELIZABETHTON, TN 37643	423-542-8013
DIANE M WASHBURN	215 BROAD ST, ELIZABETHTON, TN 37643	423-543-5666

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES E DAVIS	529 JONESBOROUGH RD, ERWIN, TN 37650	423-743-5821
MARK E SMITH	620 N TENNESSEE AVE, ETOWAH, TN 37331	423-263-1958
MARK EWELL	2233 FAIRVIEW BLVD, FAIRVIEW, TN 37062	615-799-2227
JASON C BURGER	11205 KINGSTON PIKE, FARRAGUT, TN 37934	865-966-2600
JAMES DAUGHTRY ESTATE	1704 GALLERIA BLVD, FRANKLIN, TN 37064	615-771-7272
JAMES DAUGHTRY ESTATE	653 FRAZIER DR, FRANKLIN, TN 37067	615-771-8778
JAMES DAUGHTRY ESTATE	106 HWY 96 W, FRANKLIN, TN 37064	615-790-1775
JAMES DAUGHTRY ESTATE	1299 HWY 96 E, FRANKLIN, TN 37064	615-790-7019
VICTOR A DONISI	402 W MAIN ST, GALLATIN, TN 37066-3120	615-452-5300
TED J LYON	990 GREENBORO DR, GALLATIN, TN 37066	615-451-7100
JOHN R ISRAEL	745 PARKWAY, GATLINBURG, TN 37738	865-436-6413
JUSTIN ISRAEL	1353 PARKWAY EAST, GATLINBURG, TN 37738	865-436-4006
CHAD TILLMAN	2030 GERMANTOWN RD, GERMANTOWN, TN 38138-2844	901-755-5175
THEODORE F BERTUCA	906 TWO MILE PKY, GOODLETTSVILLE, TN 37072-2322	615-324-5831
JAMES J PELLETIER	304 LONG HOLLOW PIKE, GOODLETTSVILLE, TN 37072-1876	615-851-7266
TIM A FUNDERBURK	481 GORDONSVILLE HWY, GORDONSVILLE, TN 38563	615-683-1000
WILLIAM S RAMSEY	368 SUNCREST DR, GRAY, TN 37615	423-477-4491
DIANE M WASHBURN	110 1ST AVE (SATELLITE), HAMPTON, TN 37658	423-725-3551
JOHN JUDE FARIS	INTERSTATE 40/RT 27, HARRIMAN, TN 37748	865-882-3371
TED J LYON	103 MCMURRY BLVD, HARTSVILLE, TN 37074	615-374-0200
SCOTT D YORK	438 E MAIN, HENDERSON, TN 38340-2416	731-989-4796
TED J LYON	393 W MAIN ST, HENDERSONVILLE, TN 37075-3312	615-822-1124
TED J LYON	258 INDIAN LAKE BLVD, HENDERSONVILLE, TN 37075	615-826-0091
JERRY L MCNAIR	305 NEW SHACKLE ISLAND RD, HENDERSONVILLE, TN 37075	615-822-7169
THEODORE F BERTUCA	4734 LEBANON PIKE, HERMITAGE, TN 37076-1313	615-391-5101
THEODORE F BERTUCA	5800 OLD HICKORY BLVD, HERMITAGE, TN 37076	615-872-0086
THEODORE F BERTUCA	3470 LEBANON RD, HERMITAGE, TN 37076-2008	615-883-7250
ANNE L HOLLAND	8601 HIXSON PIKE, HIXSON, TN 37343	423-847-1117
BETTY GREENWAY BUSH	441 E MAIN ST, HOHENWALD, TN 38462-2005	931-796-2600
JEFF L GAMBLE	2579 HWY 45 N BY PASS, HUMBOLDT, TN 38343	731-784-7688
ROBERT L KENWORTHY	20840 EAST MAIN STREET, HUNTINGDON, TN 38344	731-986-9809
JOSEPH KENWORTHY, III	15400 HWY 13 S, HURRICANE MILLS, TN 37078	931-296-5882
JOHN JUDE FARIS	2826 APPALACHIAN HWY, JACKSBORO, TN 37757	423-566-9500
CHAD TILLMAN	1915 N HIGHLAND AVE, JACKSON, TN 38305-4509	731-424-3692
CHAD TILLMAN	16 STONE BROOK, JACKSON, TN 38302	731-661-9203
FRED TILLMAN	1705 S HIGHLAND, JACKSON, TN 38301-7718	731-422-4791
FRED TILLMAN	1918 HWY 45 BYP, JACKSON, TN 38305-2408	731-668-8026
FRED TILLMAN	20 CHLOE PLACE, JACKSON, TN 38305	731-935-0075
DANNY E HAILEY	401 N MAIN ST, JAMESTOWN, TN 38556	931-879-1770
LITTON T COCHRAN III	100 W BROADWAY ST, JEFFERSON CITY, TN 37760	865-475-6221
THOMAS E DODGE	6451 EATONS CREEK RD, JOELTON, TN 37080	615-299-9913
JAMES E DAVIS	2101 N ROAN ST, JOHNSON CITY, TN 37601	423-282-5663
JAMES E DAVIS	4525 ROAN STREET NORTH, JOHNSON CITY, TN 37615	423-328-0956
JAMES E DAVIS	2915 W. MARKET ST (WM #3829), JOHNSON CITY, TN 37604	423-434-4600
JAMES E DAVIS	826 W WALNUT ST, JOHNSON CITY, TN 37601	423-928-8838
JAMES E DAVIS	1710 W MARKET ST, JOHNSON CITY, TN 37601	423-929-2291
JAMES E DAVIS	417 E MAIN ST, JOHNSON CITY, TN 37601	423-929-8041
WILLIAM S RAMSEY	3100 BROWNSMILL RD, JOHNSON CITY, TN 37604	423-915-0328
DEBRA RAMSEY	506 BOONES CREEK RD, JONESBOROUGH, TN 37659	423-913-1761
JOHN JUDE FARIS	7134 OAK RIDGE HIGHWAY, KARNS, TN 37931	865-985-9500
ROBERT J GOODWIN	160 MAIN ST, KIMBALL, TN 37347	423-837-7592
PERRY C CHAFIN, JR.	4300 W STONE DR, KINGSPORT, TN 37660	423-246-7911
PERRY C CHAFIN, JR.	1501 LYNN GARDEN RD, KINGSPORT, TN 37665	423-246-9001
PERRY C CHAFIN, JR.	1620 E STONE DR, KINGSPORT, TN 37660	423-247-9581
DIANE M WASHBURN	4317 FORT HENRY DR, KINGSPORT, TN 37662	423-239-7911
DIANE M WASHBURN	1331 JOHN B DENNIS HIGHWAY, KINGSPORT, TN 37660	423-245-6712
DIANE M WASHBURN	2330 FORT HENRY DR, KINGSPORT, TN 37664	423-246-6661
JOHN JUDE FARIS	840 N KENTUCKY ST, KINGSTON, TN 37763	865-376-0177
DANIEL L RICHARD	142 DILLARD CT, KINGSTON SPRINGS, TN 37082	931-996-9227
JOSEPH P BURGER III	9501 KINGSTON PIKE, KNOXVILLE, TN 37923	865-531-3911
JOSEPH P BURGER III	4420 WESTERN AVENUE, KNOXVILLE, TN 37912	865-637-4183
JOSEPH P BURGER, JR.	1720 W CUMBERLAND AVE, KNOXVILLE, TN 37912	865-680-4855
ERIC T COCHRAN	7030 KINGSTON PIKE, KNOXVILLE, TN 37919	865-584-2536
LITTON T COCHRAN III	9526 S NORTHSORE DR SW, KNOXVILLE, TN 37921	865-539-9600
LITTON T COCHRAN III	7545 MOUNTAIN GROVE DRIVE, KNOXVILLE, TN 37920	865-573-6050
LITTON T COCHRAN III	2505 CHAPMAN HWY, KNOXVILLE, TN 37912	865-577-0097
LITTON T COCHRAN III	2818 MAGNOLIA AVE, KNOXVILLE, TN 37918	865-637-0267
LITTON T COCHRAN III	3120 N BROADWAY, KNOXVILLE, TN 37912	865-687-1647
LITTON T COCHRAN III	322 CEDAR BLUFF RD, KNOXVILLE, TN 37923	865-691-4556
LITTON T COCHRAN III	6901 MAYNARDVILLE PIKE, KNOXVILLE, TN 37918	865-922-4302
LITTON T COCHRAN III	326 LOVELL ROAD, KNOXVILLE, TN 37922	865-966-2250
JOHN JUDE FARIS	5260 MILLERTOWN PIKE, KNOXVILLE, TN 37918	865-522-9500
JOHN JUDE FARIS	3051 KENZEL ROA (W.M #2310), KNOXVILLE, TN 37918	865-522-9501
JOHN JUDE FARIS	WALKER SPRINGS & I 40, KNOXVILLE, TN 37923	865-531-9500
JOHN JUDE FARIS	5055 N BROADWAY, KNOXVILLE, TN 37918	865-689-9000
JOHN JUDE FARIS	8451 MIDDLEBROOK PIKE, KNOXVILLE, TN 37919	865-690-9509
JOHN JUDE FARIS	7686 NORTHSORE DR, KNOXVILLE, TN 37777	865-692-9522

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN JUDE FARIS	HARDIN VALLEY & PELLISSIPPI PKWY, KNOXVILLE, TN 37920	865-694-9500
JOHN JUDE FARIS	7402 STRAWBERRY PLAINS PIKE, KNOXVILLE, TN 37871	865-933-9500
JOHN JUDE FARIS	6777 CLINTON HWY (W*M #1318), KNOXVILLE, TN 37849	865-938-9500
JOANNE C HUDDLESTON	322 MERCHANTS DR, KNOXVILLE, TN 37912	865-687-2689
JOANNE C HUDDLESTON	6715 CLINTON HWY, KNOXVILLE, TN 37849	865-938-2111
JOHN R ISRAEL	139 E DUMPLIN VALLEY RD, KODAK, TN 37764	865-933-8801
JAMES DAUGHTRY ESTATE	5147 MURFREESBORO RD, LA VERGNE, TN 37086	615-793-2032
JAMES DAUGHTRY ESTATE	505 WALDRON RD, LA VERGNE, TN 37086	615-793-4310
TED J LYON	414 HWY 52 BYP W, LAFAYETTE, TN 37083-1730	615-688-7111
JOHN JUDE FARIS	624 N MAIN ST, LAKE CITY, TN 37769	865-426-9500
DARRELL E BYRD	3665 CANADA RD, LAKE LAND, TN 38133	901-388-9905
BETTY GREENWAY BUSH	1216 N LOCUST AVE, LAWRENCEBURG, TN 38464	931-762-2454
THEODORE J BERTUCA	1420 W MAIN ST, LEBANON, TN 37087-3114	615-449-1833
THEODORE J BERTUCA	705 S CUMBERLAND ST, LEBANON, TN 37087-4109	615-449-3299
THEODORE J BERTUCA	320 HWY 109 N, LEBANON, TN 37090	615-449-8366
JASON C BURGER	402 HWY 321N, LENOIR CITY, TN 37771	865-964-4504
SCOTT D YORK	675 C WEST CHURCH ST, LEXINGTON, TN 38351-1711	731-968-4889
TIM A FUNDERBURK	820 W MAIN ST, LIVINGSTON, TN 38570-1722	931-823-7999
JOHN JUDE FARIS	12505 HWY 72 N, LOUDON, TN 37774	865-408-9000
JOHN JUDE FARIS	1907 MARRIOTT DR, LOUISVILLE, TN 37777	865-379-9500
WILLARD MASON	1006 GALLATIN RD S, MADISON, TN 37115-4606	615-868-6003
MARK E SMITH	840 PATTERSON ST, MADISONVILLE, TN 37354	423-442-1812
ROBERT L KENWORTHY, II	801 UNIVERSITY, MARTIN, TN 38237-1627	731-587-3040
LITTON T COCHRAN III	803 FOOTHILLS DR, MARYVILLE, TN 37801	865-983-8500
RICH MADY	2315 MARKET PLACE DRIVE, MARYVILLE, TN 37802	865-982-7880
JOHN JUDE FARIS	2716 MAYNARDVILLE HWY (HWY 33), MAYNARDVILLE, TN 37807	865-992-9500
MARK E SMITH	281 PLEASANT GROVE ROAD SW, MCDONALD, TN 37353	423-479-1567
KRISTINE KENWORTHY	15910 HIGHLAND DR, MCKENZIE, TN 38201	731-352-0715
W. LARRY FUNDERBURK	1334 NEW SMITHVILLE HWY, MCMINNVILLE, TN 37110	931-473-5950
JEFF L GAMBLE	639 HIGHWAY 45E SOUTH, MEDINA, TN 38355	731-783-3101
LEWIS ANDERSON	905 UNION AVE, MEMPHIS, TN 38103-3513	901-526-7812
LEWIS ANDERSON	1861 S 3RD, MEMPHIS, TN 38109	901-774-3339
JAMES F BYRD, JR.	6668 WINCHESTER, MEMPHIS, TN 38115-4336	901-794-6687
GEORGE M JONES	1610 SYCAMORE VIEW, MEMPHIS, TN 38134-7310	901-383-8999
GEORGE M JONES	3120 S 3RD, MEMPHIS, TN 38109-2950	901-398-4671
GEORGE M JONES	3805 HACKS CROSSING RD, MEMPHIS, TN 38125	901-752-4962
CHAD TILLMAN	4096 ELVIS PRESLEY BLVD, MEMPHIS, TN 38116	901-332-3747
CHAD TILLMAN	3149 N THOMAS ST, MEMPHIS, TN 38127-6002	901-358-3343
CHAD TILLMAN	3068 S PERKINS RD, MEMPHIS, TN 38118-3240	901-365-7570
CHAD TILLMAN	3363 AUSTIN PEAY HWY, MEMPHIS, TN 38128-3801	901-388-7570
CHAD TILLMAN	4210 SUMMER AVE, MEMPHIS, TN 38122-4044	901-458-2474
CHAD TILLMAN	657 S HIGHLAND AVE, MEMPHIS, TN 38111-4355	901-458-5018
CHAD TILLMAN	1959 WHITTEN ROAD, MEMPHIS, TN 38133	901-654-3163
CHAD TILLMAN	5263 POPLAR DR, MEMPHIS, TN 38119-3513	901-683-4365
CHAD TILLMAN	2073 UNION AVE, MEMPHIS, TN 38104-4137	901-726-6502
CHAD TILLMAN	2850 LAMAR AVE, MEMPHIS, TN 38114	901-743-8184
CHAD TILLMAN	1755 GETWELL, MEMPHIS, TN 38111-7018	901-744-8381
CHAD TILLMAN	7011 E SHELBY DR, MEMPHIS, TN 38125-3417	901-755-1313
CHAD TILLMAN	1325 RIDGEWAY, MEMPHIS, TN 38119-5303	901-767-9225
CHAD TILLMAN	6050 WINCHESTER, MEMPHIS, TN 38115-4011	901-794-9648
FRED TILLMAN	1389 POPLAR, MEMPHIS, TN 38104-2007	901-272-7324
FRED TILLMAN	995 E PARKWAY S, MEMPHIS, TN 38104	901-274-8706
FRED TILLMAN	3224 JACKSON AVE, MEMPHIS, TN 38122-1009	901-327-7071
FRED TILLMAN	1666 WINCHESTER, MEMPHIS, TN 38116-3518	901-345-0053
FRED TILLMAN	5255 ELVIS PRESLEY BLVD (W*M #5196), MEMPHIS, TN 38116	901-345-8602
FRED TILLMAN	1352 E SHELBY DR, MEMPHIS, TN 38116	901-346-0874
FRED TILLMAN	2062 FRAYSER, MEMPHIS, TN 38127-5620	901-357-0336
FRED TILLMAN	3636 S MENDENHALL, MEMPHIS, TN 38115-4801	901-360-0033
FRED TILLMAN	3377 WINCHESTER, MEMPHIS, TN 38118-5931	901-362-7514
FRED TILLMAN	3845 E SHELBY DR, MEMPHIS, TN 38118	901-366-5021
FRED TILLMAN	2200 COVINGTON PIKE, MEMPHIS, TN 38128-6907	901-382-7500
FRED TILLMAN	2994 POPLAR, MEMPHIS, TN 38111-3527	901-452-6092
FRED TILLMAN	5084 SUMMER AVE, MEMPHIS, TN 38122-4408	901-682-8996
FRED TILLMAN	4657 QUINCE RD, MEMPHIS, TN 38117-6546	901-683-1925
FRED TILLMAN	6690 POPLAR AVE, MEMPHIS, TN 38138	901-754-0132
DARREN SELLS	6076 S 1ST ST, MILAN, TN 38358-3131	731-686-3388
CHAD TILLMAN	4735 NAVY RD, MILLINGTON, TN 38053-1903	901-872-8118
LITTON T COCHRAN III	2505 E MORRIS BLVD, MORRISTOWN, TN 37813	423-581-7859
LITTON T COCHRAN III	2212 W ANDREW JOHNSON, MORRISTOWN, TN 37814	423-581-7939
LITTON T COCHRAN III	5995 W ANDREW JOHNSON HWY, MORRISTOWN, TN 37813	423-586-2956
JOANNE C HUDDLESTON	1594 BUFFALO TRAIL DR, MORRISTOWN, TN 37814	423-585-8414
DIANE M WASHBURN	955 SHADY ST, MOUNTAIN CITY, TN 37683	423-727-4344
THEODORE J BERTUCA	625 S. MOUNT JULIET ROAD, MT. JULIET, TN 37122	615-970-7799
THEODORE J BERTUCA	126 N MOUNT JULIET RD, MT. JULIET, TN 37122	615-754-8588
THEODORE J BERTUCA	11279 LEBANON RD, MT. JULIET, TN 37122	615-773-7061
GINA MARIE WOLFE	817 N MAIN ST, MT. PLEASANT, TN 38474	931-379-5151
DENA L QUERTERMOUS	10921 HWY 51 S, MUNFORD, TN 38058	901-837-9526

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIM A FUNDERBURK	2674 NEW SALEM HWY, MURFREESBORO, TN 37128	615-890-8820
PAME ROSSON	2900 S RUTHERFORD BLVD (W*M #5057), MURFREESBORO, TN 37130-5993	615-867-1838
PAME ROSSON	1716 S RUTHERFORD BLVD, MURFREESBORO, TN 37130	615-895-7470
THEODORE J BERTUCA	300 PLEASANT GROVE ROAD, BLDG 600, NASHVILLE, TN 37122	615-324-9952
THEODORE F BERTUCA	2311 BRICK CHURCH PIKE, NASHVILLE, TN 37206	615-227-0995
THEODORE F BERTUCA	1201 BROADWAY, NASHVILLE, TN 37203-3117	615-255-6313
THEODORE F BERTUCA	2212 NOLENSVILLE RD & I-440, NASHVILLE, TN 37211-2025	615-259-3912
THEODORE F BERTUCA	545 DONELSON PIKE, NASHVILLE, TN 37214-3738	615-324-5837
THEODORE F BERTUCA	5744 NOLENSVILLE RD, NASHVILLE, TN 37211-6424	615-331-5795
THEODORE F BERTUCA	4114 HILLSBORO RD, NASHVILLE, TN 37215-2701	615-385-3313
THEODORE F BERTUCA	201 RUDY CIR, NASHVILLE, TN 37214-1005	615-391-3246
THEODORE F BERTUCA	4041 NOLENSVILLE RD, NASHVILLE, TN 37211-4547	615-833-2511
THEODORE F BERTUCA	154 MCGAVOCK PIKE, NASHVILLE, TN 37214-2144	615-883-4150
THEODORE F BERTUCA	275 JACKSON MEADOWS DRIVE (W*M #710), NASHVILLE, TN 37214	615-884-5180
ANTHONY R MCGUIRE	524 MURFREESBORO RD, NASHVILLE, TN 37210-3510	615-244-7341
ANTHONY R MCGUIRE	2499 MURFREESBORO PIKE, NASHVILLE, TN 37217-3554	615-360-6652
ANTHONY R MCGUIRE	1173 MURFREESBORO RD, NASHVILLE, TN 37217-2214	615-361-7606
DANIEL L CONNER	W. SIDE HWY. 100 AT OLD HARDING PIKE, NASHVILLE-DAVIDSON, TN 37221	615-646-9030
DARREN SELLS	600 A HIGHWAY 77 WEST, NEWBERN, TN 38059	731-627-0029
LITTON T COCHRAN III	817 COSBY RD, NEWPORT, TN 37821	423-623-0613
LITTON T COCHRAN III	841 OAK RIDGE TPKE, OAK RIDGE, TN 37830	865-481-0013
LITTON T COCHRAN III	400 ILLINOIS AVE, OAK RIDGE, TN 37830	865-483-4570
DARRELL E BYRD	7200 HWY 64, OAKLAND, TN 38060	901-466-9777
MARK E SMITH	178 HIGHWAY 64, OCOEE, TN 37361	423-338-9077
WILLARD MASON	1252 ROBINSON RD, OLD HICKORY, TN 37138	615-847-0786
DANNY E HAILEY	19820 ALBERTA ST, ONEIDA, TN 37841	423-286-7800
MARK E SMITH	9211 LEE HWY, OOLTEWAH, TN 37363	423-238-9266
ROBERT L KENWORTHY	1019 MINERAL WELLS, PARIS, TN 38242-4901	731-642-4499
SCOTT D YORK	346 TENNESSEE AVE. N, PARSONS, TN 38363	731-257-1054
JOHN R ISRAEL	3570 PARKWAY, PIGEON FORGE, TN 37863	865-453-9351
WILLIAM E MOORE, JR.	480 NORTH MAIN ST US HWY 127, PIKEVILLE, TN 37367	423-447-3300
WILLIAM S RAMSEY	5955 HIGHWAY 11 E, PINEY FLATS, TN 37686	423-391-7345
PAUL M BURRELL II	401 S BROADWAY, PORTLAND, TN 37148	615-325-5054
LITTON T COCHRAN III	409 EMORY RD, POWELL, TN 37938	865-947-3962
FORREST PRINCE	812 W COLLEGE ST, PULASKI, TN 38478-3625	931-363-8670
KERRY HOYLE	2003 DAYTON BLVD, RED BANK, TN 37415	423-870-4405
DENA L QUERTERMOUS	838 HWY 51 N, RIPLEY, TN 38063	731-635-7050
JOHN JUDE FARIS	1106 NORTH GATEWAY AVE, ROCKWOOD, TN 37854	865-354-0002
LOGAN COLLIER	205 MAIN ST, SAVANNAH, TN 38372-1903	731-925-4889
LOGAN COLLIER	621 MULBERRY AVE, SELMER, TN 38375	731-645-4488
LITTON T COCHRAN III	904 DOLLY PARTON PKY, SEVIERVILLE, TN 37862	865-429-7074
LITTON T COCHRAN III	225 FORK OF THE RIVER PKY, SEVIERVILLE, TN 37862	865-453-3747
JOHN R ISRAEL	1831 PARKWAY, SEVIERVILLE, TN 37862	865-908-6222
LITTON T COCHRAN III	11416 CHAPMAN HWY, SEYMOUR, TN 37865	865-609-1493
DAWN M SINGLETON	1305 TAFT HWY, SIGNAL MOUNTAIN, TN 37377	423-886-4203
TIM A FUNDERBURK	505 S CONGRESS BLVD, SMITHVILLE, TN 37166-2021	615-597-8944
JAMES DAUGHTRY ESTATE	345 N LOWRY ST, SMYRNA, TN 37167-2550	615-459-0622
TED J LYON	1855 ALMAVILLE RD, SMYRNA, TN 37167	615-220-1670
ANTHONY R MCGUIRE	775 NISSAN DR, SMYRNA, TN 37167	615-220-0034
DAWN M SINGLETON	104 SEQUOYAH ACCESS RD, SODDY-DAISY, TN 37379	423-332-0022
DARRELL E BYRD	16630 HWY 64, SOMERVILLE, TN 38068	901-465-3762
TIM A FUNDERBURK	800 ROOSEVELT DR, SPARTA, TN 38583-1225	931-738-3555
DAWN M SINGLETON	22620 RHEA COUNTY HIGHWAY, SPRING CITY, TN 37381	423-452-0832
GINA MARIE WOLFE	4908 COLUMBIA HWY, SPRING HILL, TN 37174	615-302-0203
GINA MARIE WOLFE	5431 MAIN ST, SPRING HILL, TN 37174	931-486-1000
VICTOR A DONISI	3556 TOM AUSTIN HWY (W*M #304), SPRINGFIELD, TN 37172	615-382-2040
VICTOR A DONISI	2113 MEMORIAL BLVD, SPRINGFIELD, TN 37172	615-384-6177
HENRY F SMITH	223 HWY 68, SWEETWATER, TN 37312	423-337-9773
LYNN E JIMISON	HWY 33 & 25 E, TAZEWELL, TN 37879	423-626-5055
DARREN SELLS	2038 US 45 W BYP, TRENTON, TN 38382	731-855-9559
ROBERT L KENWORTHY	1108 MARSHALL AVE, UNION CITY, TN 38261-5528	731-885-2352
RICH MADY	HWY 411 & HWY 72, VONORE, TN 37885	423-884-3690
ROBERT L KENWORTHY	103 WAVERLY PL, WAVERLY, TN 37185-1531	931-296-3311
BETTY GREENWAY BUSH	220 DEXTER WOODS MEMORIAL BLVD, WAYNESBORO, TN 38485	931-722-5550
DANIEL L RICHARD	2001 HWY 47 N, WHITE BLUFF, TN 37187	615-797-4853
JAMES J PELLETIER	856 HIGHWAY 76, WHITE HOUSE, TN 37188	615-672-2957
JOHN O ISRAEL	3624 ROY MESSER HWY, STE. 101, WHITE PINE, TN 37890	865-674-7806
SCOTT D YORK	21320 HWY 22, WILDERSVILLE, TN 38388	731-967-9015
W. LARRY FUNDERBURK	101 E MAIN ST, WOODBURY, TN 37190	615-563-3000
DAVID J HARMON	1201 N JUDGE ELY, ABILENE, TX 79601-3849	325-672-1271
DAVID J HARMON	3602 N 1ST ST, ABILENE, TX 79603-6822	325-673-6564
DAVID J HARMON	3147 S 14TH ST, ABILENE, TX 79605	325-691-5902
DAVID J HARMON	4302 BUFFALO GAP RD, ABILENE, TX 79605	325-695-2616
CLIFTON C JOHNSON	3795 BELTLINE RD, ADDISON, TX 75244	972-243-4262
RUSSELL W ELLIS	1018 FRONTAGE RD, ALAMO, TX 78516	956-283-1130
RUSSELL W ELLIS	1421 W FRONTAGE RD (W*M #5165), ALAMO, TX 78516	956-782-9709
DALE R RAABE	2701 E MAIN (W*M #791), ALICE, TX 78332	361-661-1269

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DALE R RAABE	212 N JOHNSON, ALICE, TX 78332	361-664-8020
DALE R RAABE	1220 E MAIN, ALICE, TX 78332-5049	361-664-8790
HENRY CHARLES O'REILLY, III	370 E STACY RD., ALLEN, TX 75002	214-383-2803
HENRY CHARLES O'REILLY, III	815 S ALLEN HEIGHTS DR, ALLEN, TX 75002	214-495-9930
HENRY CHARLES O'REILLY, III	104 CENTRAL EXPY, ALLEN, TX 75002-2771	972-727-2701
IRMA B CAMPBELL	900 EAST AVE E, ALPINE, TX 79831	432-837-3640
DONALD E CLARK ESTATE	1103 FM 1462, ALVIN, TX 77511-4053	281-585-8848
ROBERT E FLORES	400 S BYPASS 35 (W*M 462), ALVIN, TX 77511	281-585-6400
HASSAN DANA	715 LAKESIDE DR, AMARILLO, TX 79103	806-335-3391
HASSAN DANA	4215 CANYON DR. (WAL*MART #3383), AMARILLO, TX 79110	806-352-0222
HASSAN DANA	5620 W AMARILLO BLVD., AMARILLO, TX 79124	806-352-2239
HASSAN DANA	2910 SONCY RD, AMARILLO, TX 79121	806-352-4890
HASSAN DANA	2000 S WESTERN AVENUE, AMARILLO, TX 79106-5933	806-352-5061
HASSAN DANA	4402 TECKLA BLVD, AMARILLO, TX 79109-5424	806-353-1811
HASSAN DANA	5730 W AMARILLO BLVD. (W*M #5216), AMARILLO, TX 79124	806-354-8291
HASSAN DANA	6312 HOLLYWOOD RD, AMARILLO, TX 79118	806-355-7954
HASSAN DANA	3320 COULTER ST, AMARILLO, TX 79109	806-358-6702
HASSAN DANA	400 E AMARILLO BLVD, AMARILLO, TX 79107-5314	806-372-2366
HASSAN DANA	1815 S GRAND, AMARILLO, TX 79103	806-374-4595
HASSAN DANA	1720 S ROSS ST, AMARILLO, TX 79102-4420	806-376-5132
HASSAN DANA	3700 I 40 E (WALMART #0822), AMARILLO, TX 79103	806-376-8358
RUSSELL W ELLIS	11202 LEOPARD ST, ANNAVILLE, TX 78410	361-242-9103
RICHARD A CASTRO	101 S MAIN, ANTHONY, TX 79821	915-886-2056
RICHARD A CASTRO	3000 MOUNTAIN PASS, ANTHONY, TX 79821	915-886-3419
EDWARD L LUTITO, JR	1916 W WHEELER, ARANSAS PASS, TX 78336	361-758-9060
TRAVIS CLARKE	2391 N COLLINS, ARLINGTON, TX 76011-2627	817-265-9291
ANTHONY E GRISSETT	4801 S COOPER & I-20 (WALMART), ARLINGTON, TX 76017	817-417-0707
ANTHONY E GRISSETT	4300 S COOPER, ARLINGTON, TX 76015-4217	817-465-5368
ANTHONY E GRISSETT	5404 S COOPER, ARLINGTON, TX 76017-6108	817-468-1956
ANTHONY E GRISSETT	4841 W SUBLETT RD, ARLINGTON, TX 76017	817-516-0333
ANTHONY E GRISSETT	5700 FOREST BEND, ARLINGTON, TX 76017	817-572-0091
LUIS A HERNANDEZ	6230 MATLOCK RD, ARLINGTON, TX 76002-2717	817-472-7273
ROLAND PARRISH	2575 E ARKANSAS LN, ARLINGTON, TX 76011	817-274-2755
MICHAEL K VANECEK	611 W ABRAMS ST, ARLINGTON, TX 76010-1018	817-265-2437
MICHAEL K VANECEK	915 E RANDOL MILL RD(WM#5416), ARLINGTON, TX 76011-6017	817-276-9993
MICHAEL K VANECEK	1704 W RANDOL MILL RD, ARLINGTON, TX 76012	817-795-3791
LOUIS G BRITT	6904 FM 1960 E, ATASCOCITA, TX 77346-2706	281-852-1122
KEVIN L LILLY	1105 E TYLER, ATHENS, TX 75751-2145	903-677-3115
JASON SADOWSKI	200 N LOOP 59, ATLANTA, TX 75551	903-796-9211
JAMES A BENTON	2114 NEW SLAUGHTER, AUSTIN, TX 78748-5981	512-282-9581
JAMES A BENTON	7010 HWY 71 W, AUSTIN, TX 78746-8331	512-288-0805
JAMES A BENTON	9300 S I-35 (WAL*MART), AUSTIN, TX 78748	512-291-9397
JAMES A BENTON	500 W WILLIAM CANNON #520, AUSTIN, TX 78704	512-443-8443
JAMES A BENTON	6503 I 35 S, AUSTIN, TX 78701	512-448-4484
JAMES A BENTON	710 E BEN WHITE (WAL*MART), AUSTIN, TX 78704	512-707-6838
JAMES A BENTON	5017 HWY 290 W (W*M #2133), AUSTIN, TX 78735	512-892-8780
REBECCA BENTON RUSSELL	12801 FM 620 N, AUSTIN, TX 78750	512-219-1194
REBECCA BENTON RUSSELL	6010 W PARMER LN, AUSTIN, TX 78727	512-219-9925
REBECCA BENTON RUSSELL	13749 N USHY 183 STE 300, AUSTIN, TX 78750	512-335-8065
REBECCA BENTON RUSSELL	1209 BARTON SPRINGS, AUSTIN, TX 78704-1007	512-442-0412
REBECCA BENTON RUSSELL	303 E OLTORF ST, AUSTIN, TX 78704-5532	512-442-7717
REBECCA BENTON RUSSELL	2426 E RIVERSIDE, AUSTIN, TX 78741-3035	512-444-9229
REBECCA BENTON RUSSELL	3909 S CONGRESS AVE, AUSTIN, TX 78704	512-448-9485
REBECCA BENTON RUSSELL	4501 E BEN WHITE BLVD, AUSTIN, TX 78714	512-912-7511
REBECCA BENTON RUSSELL	7409 NORTH FM 620, AUSTIN, TX 78726	512-996-9449
CYNTHIA A FERGUSON	13813 BURNET RD, AUSTIN, TX 78727	512-244-2996
CYNTHIA A FERGUSON	7950 BURNET RD, AUSTIN, TX 78758	512-454-9394
CYNTHIA A FERGUSON	414 W MARTIN LUTHER KING BLVD, AUSTIN, TX 78701	512-494-0043
CYNTHIA A FERGUSON	15900 N INTERSTATE 35, AUSTIN, TX 78728	512-670-2630
JIMMY L FERGUSON	10525 WEST PARMER LANE, AUSTIN, TX 78717	512-248-2322
JIMMY L FERGUSON	12900 N INTERSTATE 35 (W*M #3569), AUSTIN, TX 78753	512-491-9046
JIMMY L FERGUSON	13609 N I 35, AUSTIN, TX 78753	512-989-0908
JOSE A LOPEZ FERGUSON	2608 BRAKER LN W, AUSTIN, TX 78758	512-837-8616
E WINSTON ROSS, III	1143 1/2 AIRPORT BLVD, AUSTIN, TX 78721	512-926-1234
E. WINSTON ROSS, JR.	5762 MOPAC EXPY N, AUSTIN, TX 78731	512-451-1550
E. WINSTON ROSS, JR.	5516 N LAMAR, AUSTIN, TX 78756	512-467-0320
GERMAN USTARIZ	1030 NORWOOD PARK BLVD (W*M #1185), AUSTIN, TX 78753	512-339-2078
GERMAN USTARIZ	5355 N INTERREGIONAL HWY, AUSTIN, TX 78723	512-452-7473
GERMAN USTARIZ	1024 E ANDERSON LN, AUSTIN, TX 78752	512-837-9336
LAURENCE D CAIRNS	597 NORTHWEST PKY, AZLE, TX 76020-2913	817-444-1696
DONALD E CLARK ESTATE	4505 HWY 146, BACLIF, TX 77518	281-339-5949
ROLAND PARRISH	12300 LAKE JUNE RD (W*M #1118), BALCH SPRINGS, TX 75180	972-286-7673
ROLAND PARRISH	3535 GLENSHIRE, BALCH SPRINGS, TX 75180-2215	972-286-9056
DANIEL J KINNEY	496 HWY 71 W, BASTROP, TX 78602-3723	512-321-1591
RICHARD MALACHOWSKI	2101 7TH ST, BAY CITY, TX 77414-5114	979-244-4290
RICHARD MALACHOWSKI	4600 7TH ST, BAY CITY, TX 77414	979-323-8099
ABNER CASAS	7000 GARTH, BAYTOWN, TX 77521-9595	281-421-4950

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ABNER CASAS	1703 I 10 E, BAYTOWN, TX 77521	281-843-2020
TROY H ESPENLAUB	8910 HWY 146, BAYTOWN, TX 77520	281-576-5977
MATTHEW KADES	1770 DECKER, BAYTOWN, TX 77520	281-420-3553
MATTHEW KADES	4503 GARTH RD, BAYTOWN, TX 77520	281-420-6082
MATTHEW KADES	4900 GARTH RD, BAYTOWN, TX 77521	281-421-9299
MATTHEW KADES	310 N ALEXANDER DR, BAYTOWN, TX 77520-5805	281-427-3851
BRIAN G ELLIS	3050 MARTIN LUTHER KING, BEAUMONT, TX 77705	409-813-1623
BRIAN G ELLIS	1555 I 10 E, BEAUMONT, TX 77701-1115	409-832-3673
BRIAN G ELLIS	190 N I 10, BEAUMONT, TX 77702-2111	409-835-3183
BRIAN G ELLIS	2990 W CARDINAL, BEAUMONT, TX 77705	409-842-6073
BRIAN G ELLIS	6380 PHELAN, BEAUMONT, TX 77706-6159	409-866-7272
BRIAN G ELLIS	4515 DOWLEN RD, BEAUMONT, TX 77706-6712	409-898-3552
BRIAN G ELLIS	5580 HWY 105, BEAUMONT, TX 77708	409-899-5192
VERA INGRAM	4101 HWY 121 N (W*M #1178), BEDFORD, TX 76021	817-858-0224
DANIEL H MASSEY	3350 HARWOOD, BEDFORD, TX 76021-3904	817-835-0097
WILLIAM T MASSEY	2100 CENTRAL PARK, BEDFORD, TX 76022-6100	817-354-5863
REBECCA BENTON RUSSELL	12514 W HWY 71, BEE CAVE, TX 78738	512-263-8083
RANDY COTHES	502 E FM 351, BEEVILLE, TX 78102	361-354-5333
RANDY COTHES	2301 N SAINT MARY, BEEVILLE, TX 78102-2436	361-358-4770
HAROLD A LEVERSON	1601 E 6TH ST, BELTON, TX 76513	254-939-7807
RONALD A HOFFMAN	8516 HWY 377 S, BENBROOK, TX 76126	817-249-2773
JESSE A CARRILLO	2600 S GREGG, BIG SPRING, TX 79720	432-264-7730
NEDRICK L STAGG	1381 S MAIN (W*M #1126), BOERNE, TX 78006	830-816-2252
MICHAEL C HOM	2241 N CENTER ST, BONHAM, TX 75418	903-640-1800
WILLIAM R BENDA	304 S CEDAR, BORGER, TX 79007-4648	806-274-4528
VERONICA RUANO	307 EAST WISE STREET, BOWIE, TX 76230	940-872-6177
HAMPTON CONLAN	2106 S BRIDGE, BRADY, TX 76825-7440	325-597-7211
DAVID B WHEALY	3726 W WALKER, BRECKENRIDGE, TX 76424	254-559-3313
MARY K BELL	2135 HIGHWAY 290 W, BRENHAM, TX 77833	979-277-9241
MARY K BELL	500 HIGHWAY 290 W, BRENHAM, TX 77833-5404	979-836-7797
BRIAN G ELLIS	755 TEXAS AVE, BRIDGE CITY, TX 77611-4227	409-735-7503
VERONICA RUANO	501 US HWY 380, BRIDGEPORT, TX 76426	940-683-0165
DAN CARMICHAEL	308 FM 359 @ WALLER AVE, BROOKSHIRE, TX 77423	281-934-8886
BARRY COHEN	304 LUBBOCK HWY, BROWNFIELD, TX 79316-3652	806-637-8929
RUSSELL W ELLIS	4315 N EXPRESSWAY 77, BROWNSVILLE, TX 78526	956-350-2527
RUSSELL W ELLIS	3500 W ALTON GLOOR (W*M #456), BROWNSVILLE, TX 78520	956-350-8064
RUSSELL W ELLIS	4484 E 14TH ST, BROWNSVILLE, TX 78521-3240	956-542-5088
RUSSELL W ELLIS	2260 N EXPY 77, BROWNSVILLE, TX 78501	956-544-4800
RUSSELL W ELLIS	7400 PADRE ISLAND HWY, BROWNSVILLE, TX 78521	956-831-4505
RUSSELL W ELLIS	7480 S PADRE ISLAND BLVD, BROWNSVILLE, TX 78521	956-832-0491
ANNA E OQUIN	1609 CENTRAL BLVD, BROWNSVILLE, TX 78520	956-504-9442
ANNA E OQUIN	101 S EXPRESSWAY, BROWNSVILLE, TX 78520-8049	956-541-1031
ANNA E OQUIN	4690 SOUTHMOST RD, BROWNSVILLE, TX 78520	956-542-2221
ANNA E OQUIN	1104 INTERNATIONAL BLVD, BROWNSVILLE, TX 78520-6844	956-544-8406
ANNA E OQUIN	2721 BOCA CHICA, BROWNSVILLE, TX 78521	956-554-7715
ANNA E OQUIN	117 AMERICA DRIVE, BROWNSVILLE, TX 78526	956-982-7999
ERIC K WILSON	204 E COMMERCE, BROWNWOOD, TX 76801-1634	325-641-1408
EARL A WURZBACH	2200 BRIARCREST (W*M #322), BRYAN, TX 77802	979-774-0074
EARL A WURZBACH	825 VILLA MARIA, BRYAN, TX 77801	979-822-3011
EARL A WURZBACH	451 NORTH HARVEY MITCHELL PKWY, BRYAN, TX 77802	979-823-2150
CYNTHIA A FERGUSON	15359 I 35 STE B, BUDA, TX 78610	512-312-2383
CYNTHIA A FERGUSON	19205 SR 410 E (WM #4219), BUDA, TX 78610	512-312-2888
DANIEL J KINNEY	10700 HWY 183 SOUTH, BUDA, TX 78610	512-398-9499
MARIA ELENA SALAZAR	20615 SH 46, BULVERDE, TX 78163	830-980-8080
MARIA ROBILLARD	819 SHEPPARD DR, BURKBURNETT, TX 76354	940-569-0106
JOSEPH P JASPER, JR.	911 SW WILSHIRE BLVD, BURLESON, TX 76028	817-295-6373
MARIA L LIM	200 N WATER ST, BURNET, TX 78611	512-715-0066
LAWRENCE K INGRAM	2725 FM1903, CADDO MILLS, TX 75135	903-527-3940
BOB D FRAZIER	303 N GREEN, CALDWELL, TX 77836	979-567-0605
JEANEANE M LILLY	2254 TRADE DAYS BLVD, CANTON, TX 75103	903-567-5517
HASSAN DANA	200 23RD ST, CANYON, TX 79015	806-655-9502
JOHN V BOHLING	8036 FM 2673, CANYON LAKE, TX 78133	830-227-5650
FRANK N MENDOZA	503 N 1ST ST, CARRIZO SPRINGS, TX 78834	830-876-5400
CHANDA MASSEY	1943 I 35 N, CARROLLTON, TX 75006-3704	972-242-1472
JEFFREY R PHILLIPS	2151 N JOSEY LN, CARROLLTON, TX 75006-2968	972-245-2924
RORY MESSICK	1415 W PANOLA ST, CARTHAGE, TX 75633-2347	903-693-9531
FRANK MENDOZA	801 HWY 90 W, CASTROVILLE, TX 78009	830-538-2000
DANIEL J KINNEY	2850 HIGHWAY 71 WEST, CEDAR CREEK, TX 78612	512-247-9993
VICTOR J EVERETT, SR	621 UPTOWN BLVD (W*M #3285), CEDAR HILL, TX 75104	469-272-9392
LUIS A HERNANDEZ	201 FM 1382, CEDAR HILL, TX 75104	972-291-7881
MARTIN I WASHINGTON	1103 N BELL, CEDAR PARK, TX 78613-7087	512-259-5770
MARTIN I WASHINGTON	1410 CYPRESS CREEK RD, CEDAR PARK, TX 78613	512-336-1999
MARTIN I WASHINGTON	201 WALTON WAY (W*M #2991), CEDAR PARK, TX 78613	512-528-9305
SANDRA H PHILLIPS	994 S. PRESTON RD., CELINA, TX 75009	972-382-8566
RORY MESSICK	812 HURST STREET, CENTER, TX 75935	936-591-0400
PAUL W ADAMS	406 SHELTON RD, CHANNELVIEW, TX 77530-3504	281-452-0785
KEVIN MARTIN	2111 AVE F NW US 287, CHILDRESS, TX 79201	940-937-2936

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
THOMAS H LATOOF	506 W MAIN STREET, CLARKSVILLE, TX 75426	903-427-0157
STEVEN D ROETZEL	2206 N. MAIN, CLEBURNE, TX 76031	817-202-9013
STEVEN D ROETZEL	1616 W HENDERSON (W*M #228), CLEBURNE, TX 76031	817-558-2481
LOUIS G BRITT	831 HWY 59 S (WALMART #0249), CLEVELAND, TX 77327	281-432-2200
LOUIS G BRITT	441 W SOUTHLINE, CLEVELAND, TX 77327-5030	281-592-4144
EARL A WURZBACH	4440 STATE HWY 6 SOUTH, COLLEGE STATION, TX 77845	979-690-2193
EARL A WURZBACH	111 GEORGE BUSH DR, COLLEGE STATION, TX 77840	979-693-3777
TYROUS INGRAM, III	5609 COLLEYVILLE BLVD., COLLEYVILLE, TX 76034	817-656-4100
DAN CARMICHAEL	2421 HWY 71 S, COLUMBUS, TX 78934-9205	979-732-8293
NEDRICK L STAGG	43 US HWY 87, SUITE M, COMFORT, TX 78013	830-995-5621
LAWRENCE K INGRAM	2102 LIVE OAK, COMMERCE, TX 75428-2438	903-886-7771
KENNETH P KADES	8001 HWY 242, CONROE, TX 77385	936-321-5522
KENNETH P KADES	801 W LOOP 336, CONROE, TX 77301	936-756-0112
KENNETH P KADES	909 W DAVIS, CONROE, TX 77301-2708	936-756-0114
KENNETH P KADES	1407 N LOOP 336 WEST (W*M #0400), CONROE, TX 77301	936-756-0707
KENNETH P KADES	11000 E DAVIS, CONROE, TX 77306	936-756-5059
KENNETH P KADES	1200 LEAGUE LINE RD, CONROE, TX 77303	936-856-7716
DAVID T MAY	18700 HWY 105 W (W*M #3591), CONROE, TX 77356	936-582-0984
JOHN V BOHLING	7975 KITTYHAWK, CONVERSE, TX 78109-1676	210-659-7513
NEDRICK L STAGG	9151 FM 78, CONVERSE, TX 78109	210-566-9922
NEDRICK L STAGG	8315 FM 78, CONVERSE, TX 78109	210-666-9596
CLIFTON C JOHNSON, II	813 S MCAUTHUR BLVD, COPPELL, TX 75019	972-304-9348
CLIFTON C JOHNSON, II	125 S DENTON TAP RD, COPPELL, TX 75019-3204	972-462-7881
HAROLD A LEVERSON	2706 E HWY 190 (W*M #381), COPPERAS COVE, TX 76522	254-547-3666
HAROLD A LEVERSON	1418 E HWY 190, COPPERAS COVE, TX 76522	254-547-8212
RUSSELL W ELLIS	1610 S PADRE ISLAND DR, CORPUS CHRISTI, TX 78416	361-225-0511
RUSSELL W ELLIS	3829 USHY 77 (W*M #464), CORPUS CHRISTI, TX 78410	361-387-9202
RUSSELL W ELLIS	3211 S PADRE ISLAND DR, CORPUS CHRISTI, TX 78415-2902	361-852-6877
RUSSELL W ELLIS	4109 S STAPLES ST, CORPUS CHRISTI, TX 78411	361-854-1119
RUSSELL W ELLIS	1821 S PADRE ISLAND (W*M #470), CORPUS CHRISTI, TX 78416	361-854-9121
RUSSELL W ELLIS	4031 SARATOGA BLVD, CORPUS CHRISTI, TX 78415	361-855-0876
RUSSELL W ELLIS	4102 S PORT AVE, CORPUS CHRISTI, TX 78415-5310	361-855-2531
RUSSELL W ELLIS	2021 MORGAN AVE, CORPUS CHRISTI, TX 78405-1541	361-882-1411
RUSSELL W ELLIS	2222 S STAPLES, CORPUS CHRISTI, TX 78404	361-882-8289
RUSSELL W ELLIS	4101 LEOPARD ST, CORPUS CHRISTI, TX 78408-2825	361-884-8601
RUSSELL W ELLIS	7522 S STAPLES, CORPUS CHRISTI, TX 78414	361-906-2260
RUSSELL W ELLIS	MCDONALD'S NAS BLDG 535 (SATELLITE), CORPUS CHRISTI, TX 78419	361-939-9917
RUSSELL W ELLIS	1250 FLOUR BLUFF DR, CORPUS CHRISTI, TX 78418	361-939-9956
RUSSELL W ELLIS	4730 S ALAMEDA, CORPUS CHRISTI, TX 78412	361-985-8018
RUSSELL W ELLIS	6306 SARATOGA, CORPUS CHRISTI, TX 78414	361-991-1528
RUSSELL W ELLIS	5560 S PADRE ISLAND DR, CORPUS CHRISTI, TX 78411-4108	361-992-5214
JOSEPH MAGLIOLO	3533 S ALAMEDA ST (DRISCOLL HOSPITAL), CORPUS CHRISTI, TX 78466	361-851-2624
JOSEPH MAGLIOLO	3745 S STAPLES, CORPUS CHRISTI, TX 78411	361-857-2373
LAWRENCE K INGRAM	I 45 & HWY 31, CORSICANA, TX 75110	903-874-3104
KEVIN L LILLY	3500 W 7TH ST (W*M #565), CORSICANA, TX 75110	903-872-3312
MARTHA MENDOZA	52 S INTERSTATE 35, COTULLA, TX 78014	830-879-4600
KEVIN L LILLY	1115 LOOP 304, CROCKETT, TX 75835	936-544-8008
JILL R CASAS	13770 FM 2100, CROSBY, TX 77532	281-328-4132
JILL R CASAS	14215 FM 2100 (W*M #522), CROSBY, TX 77532	281-462-8303
JOSEPH P JASPER, JR.	464 E MAIN, CROWLEY, TX 76036	817-297-7092
RANDALL F JOCHIM	101 E BROADWAY, CUERO, TX 77954	361-275-9886
MARY K BELL	13300 LOUETTA, CYPRESS, TX 77429	281-379-4077
DAVID GUTIERREZ	12906 TELGE RD, CYPRESS, TX 77429	281-256-1117
JOSEPH WYMER	26270 NORTHWEST FWY (W*M), CYPRESS, TX 77429	281-256-7401
JOSEPH WYMER	10912 FRY RD., CYPRESS, TX 77433	281-758-1934
THOMAS H LATOOF	607 LINDA DR, DAINGERFIELD, TX 75638	903-645-2933
HASSAN DANA	612 TENNESSEE AVE, DALHART, TX 79022-3828	806-249-4006
MARK S ABRAM	5722 W LOVERS LN, DALLAS, TX 75209-5116	214-264-2928
JONATHAN CHAN	7401 SAMUEL BLVD (WALMART #2667), DALLAS, TX 75228-6166	214-319-8751
JONATHAN CHAN	9301 FOREST LN (W*M 2427), DALLAS, TX 75243	214-575-3788
RONALD M DRIIBEN	2551 GUS THOMASSON RD, DALLAS, TX 75228	214-660-9950
DAVID E FLOYD	5337 E GRAND AVE, DALLAS, TX 75223	214-827-1079
AARON HARRIS	705 W JEFFERSON, DALLAS, TX 75208-4926	214-946-0000
BILLIE JEAN HAWKINS	7233 CARPENTER FWY, DALLAS, TX 75247	214-634-3456
LUIS A HERNANDEZ	8390 N STEMMONS, DALLAS, TX 75247	214-630-5399
LUIS A HERNANDEZ	7007 WHEATLAND, DALLAS, TX 75249-1067	972-298-9266
LUIS A HERNANDEZ	2197 W NORTHWEST HWY, DALLAS, TX 75225	972-556-1398
LAWRENCE K INGRAM	8117 E RL THORNTON FWY, DALLAS, TX 75228-7003	214-327-6353
LAWRENCE K INGRAM	450 MERRIFIELD RD, DALLAS, TX 75211	214-330-0327
NATHAN B NECHAMKIN	3520 STOREY LN, DALLAS, TX 75220	214-350-8620
NATHAN B NECHAMKIN	2475 ROYAL LN, DALLAS, TX 75229-3416	972-243-7833
DARON L PACE	310 W KIEST, DALLAS, TX 75224	214-371-6090
DARON L PACE	1415 E ILLINOIS, DALLAS, TX 75212	214-374-4000
DARON L PACE	LOVE FIELD AIRPORT, DALLAS, TX 75235	214-654-0104
ROLAND PARRISH	2747 FORT WORTH AVE, DALLAS, TX 75211	214-330-0795
ROLAND PARRISH	4330 DALLAS FT WORTH TURNPIKE, DALLAS, TX 75211	214-331-2262
ROLAND PARRISH	125 W CAMP WISDOM, DALLAS, TX 75232-3662	214-372-5981

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROLAND PARRISH	10720 PRESTON RD STE 1102, DALLAS, TX 75230-3807	214-373-0794
ROLAND PARRISH	2215 S BUCKNER BLVD, DALLAS, TX 75201	214-381-4343
ROLAND PARRISH	8055 S LOOP 12, DALLAS, TX 75217-6641	214-391-4133
ROLAND PARRISH	1521 N COCKRELL HILL RD. (W*M #5147), DALLAS, TX 75212	214-467-1044
ROLAND PARRISH	2570 W REDBIRD LN, DALLAS, TX 75236	214-467-4485
ROLAND PARRISH	11102 CENTRAL EXPY, DALLAS, TX 75243	214-691-7879
ROLAND PARRISH	8333 S LANCASTER RD, DALLAS, TX 75241	972-224-4021
ROLAND PARRISH	3200 W WHEATLAND (W*M #949), DALLAS, TX 75237	972-296-7290
ROLAND PARRISH	1808 S BELTLINE RD, DALLAS, TX 75253-4907	972-557-5025
JEFFREY R PHILLIPS	13040 COIT RD, DALLAS, TX 75240-5724	972-231-3337
JEFFREY R PHILLIPS	14770 PRESTON RD, DALLAS, TX 75240	972-233-8788
JEFFREY R PHILLIPS	17250 PRESTON RD, DALLAS, TX 75252	972-380-5609
JEFFREY R PHILLIPS	15220 MONTFORD DR., DALLAS, TX 75248	972-386-0938
JEFFREY R PHILLIPS	13350 DALLAS PKY #3620, DALLAS, TX 75240	972-661-9004
JEFFREY R PHILLIPS	18121 MARSH LANE (WAL*MART 2996), DALLAS, TX 75287	972-820-5893
KAREN SKINNER	4151 N CENTRAL EXPY, DALLAS, TX 75206	214-219-0562
KAREN SKINNER	5934 ABRAMS RD, DALLAS, TX 75231-8002	214-272-3748
KAREN SKINNER	11217 GARLAND RD, DALLAS, TX 75218	214-320-1990
KAREN SKINNER	10695 E NORTHWEST HWY, DALLAS, TX 75238	214-340-6031
KAREN SKINNER	5960 GREENVILLE AVE, DALLAS, TX 75206-1907	214-369-6256
KAREN SKINNER	3310 GRAND AVE, DALLAS, TX 75210-2328	214-428-7470
KAREN SKINNER	6950 GREENVILLE AVE, DALLAS, TX 75231	214-484-2837
KAREN SKINNER	9403 GARLAND ROAD (DS 675), DALLAS, TX 75218	214-484-3961
KAREN SKINNER	4439 LEMMON AVE, DALLAS, TX 75219-2143	214-522-0697
KAREN SKINNER	407 N. LAMAR STREET, DALLAS, TX 75202	214-647-1648
KAREN SKINNER	650 INDUSTRIAL BLVD, DALLAS, TX 75207	214-651-7830
KAREN SKINNER	3802 GASTON AVE, DALLAS, TX 75246	214-827-4021
KAREN SKINNER	5403 ROSS AVE, DALLAS, TX 75206-7420	214-827-6800
KAREN SKINNER	632 S RL THORNTON FWY, DALLAS, TX 75203	214-946-1413
KAREN SKINNER	700 N PEARL ST (SATELLITE), DALLAS, TX 75201	214-999-1170
KAREN SKINNER	1000 COMMERCE ST, DALLAS, TX 75202-3716	469-227-8533
JEFFREY D SMITH	4223 W ILLINOIS, DALLAS, TX 75211-8458	214-330-4873
JEFFREY D SMITH	2407 S HAMPTON RD, DALLAS, TX 75233	214-467-8351
JEFFREY D SMITH	8435 S HAMPTON, DALLAS, TX 75232	972-709-6363
JILL R CASAS	210 HWY 90 W, DAYTON, TX 77535	936-258-7067
LAURENCE D CAIRNS	908 HWY 380, DECATUR, TX 76234	940-627-5950
KENNETH P KADES	1305 CENTER, DEER PARK, TX 77536-4169	281-478-6980
NELLY QUIJANO	9025 SPENCER HWY (W*M #5116), DEER PARK, TX 77536	281-478-0460
FRANK N MENDOZA	1701 AVE F, DEL RIO, TX 78840-3346	830-774-4505
FRANK N MENDOZA	1504 E GIBBS, DEL RIO, TX 78840	830-774-4507
FRANK N MENDOZA	2410 DODSON (W*M #447), DEL RIO, TX 78840	830-774-4508
ROBERT P GALLARDO	600 HWY 75 N, DENISON, TX 75020-1323	903-465-5075
JEFFREY R PHILLIPS	2930 W UNIVERSITY, DENTON, TX 76207	940-380-0116
JEFFREY R PHILLIPS	2850 W. UNIVERSITY DRIVE, DENTON, TX 76201	940-381-0325
JEFFREY R PHILLIPS	1515 S LOOP 288 (WALMART #0467), DENTON, TX 76201	940-382-5517
JEFFREY R PHILLIPS	1600 I 35, DENTON, TX 76201	940-387-1615
JEFFREY R PHILLIPS	306 W UNIVERSITY DR, DENTON, TX 76201-1840	940-387-3624
SAM KANTAR	SEC BROADWAY/AVE F, DENVER CITY, TX 79323	806-592-7488
LUIS A HERNANDEZ	909 N BECKLEY AVE, DESOTO, TX 75115-4207	972-228-9220
LUIS A HERNANDEZ	804 N HAMPTON RD, DESOTO, TX 75115	972-274-3300
RICHARD ACOSTA	1009 EAST HONDO STREET, DEVINE, TX 78016	830-665-4900
KAREN LOPEZ MCWILLIAMS	DFW AIRPORT - TERM C GATE 22, DFW AIRPORT, TX 76261	972-574-3288
KAREN LOPEZ MCWILLIAMS	DFW AIRPORT - TERM C GATE C6, DFW AIRPORT, TX 76262	972-574-3299
KAREN LOPEZ MCWILLIAMS	DFW AIRPORT - TERM D GATE 34, DFW AIRPORT, TX 75261	972-973-4364
ROLAND PARRISH	TERMINAL A GATE 25, DFW AIRPORT, TX 75261	972-574-6161
DONALD E CLARK ESTATE	3706 GULF FWY, DICKINSON, TX 77539-6318	281-337-3390
JOHN MCQUEENEY	602 N D SALINAS BLVD, DONNA, TX 78537	956-461-3388
JAMES A BENTON	333 E HIGHWAY 290, DRIPPING SPRINGS, TX 78620	512-858-9920
HASSAN DANA	1400 DUMAS AVE, DUMAS, TX 79029-5516	806-934-0198
HASSAN DANA	2003 S DUMAS AVE (W*M #812), DUMAS, TX 79029	806-935-4589
ROLAND PARRISH	806 S COCKRELL HILL RD, DUNCANVILLE, TX 75137	972-709-6780
FRANK N MENDOZA	496 S BIBB ST (W*M #461), EAGLE PASS, TX 78852	830-752-6005
FRANK N MENDOZA	2130 MAIN ST, EAGLE PASS, TX 78852-4419	830-773-5141
ELENA PACHECO	2401 DEL RIO BLVD., EAGLE PASS, TX 78852	830-752-1776
MICHAEL SCHMID	953 MAIN STREET, EAST BERNARD, TX 77435	979-335-4707
JERRY MEYERSON	1490 E MAIN ST, EASTLAND, TX 76448-3023	254-629-3613
ALFREDO DEL BARRIO, JR.	401 E TRENTON, EDINBURG, TX 78539	956-292-0161
ALFREDO DEL BARRIO, JR.	4101 S MCCOLL RD (WM#3886), EDINBURG, TX 78539	956-630-5535
RUSSELL W ELLIS	1724 W UNIVERSITY (W*M #429), EDINBURG, TX 78539	956-316-0999
RUSSELL W ELLIS	2120 W UNIVERSITY DR, EDINBURG, TX 78539	956-316-3333
RUSSELL W ELLIS	202 W MONTE CRISTO RD, EDINBURG, TX 78541	956-383-0698
RUSSELL W ELLIS	1605 E UNIVERSITY DR, EDINBURG, TX 78539	956-387-0516
ERNESTO ALICEA	817 N WELLS ST, EDNA, TX 77957-2315	361-782-2005
ERNESTO ALICEA	1240 N MECHANIC, EL CAMPO, TX 77437-2614	979-543-7054
RICHARD A CASTRO	7001 S DESERT BLVD, EL PASO, TX 79932	915-877-2843
RICHARD A CASTRO	217 E PAISANO, EL PASO, TX 79901	915-532-1903
RICHARD A CASTRO	1080 SUNLAND PARK DR, EL PASO, TX 79922	915-587-5141

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD A CASTRO	430 N YARBROUGH, EL PASO, TX 79907	915-590-8704
RICHARD A CASTRO	1100 YARBROUGH DR, EL PASO, TX 79925-7902	915-591-8668
RICHARD A CASTRO	10727 GATEWAY WEST (W*M #512), EL PASO, TX 79935	915-595-9969
RICHARD A CASTRO	11260 MONTANA, EL PASO, TX 79936	915-629-2027
RICHARD A CASTRO	7110 GATEWAY E, EL PASO, TX 79915-1201	915-772-9684
RICHARD A CASTRO	5620 MONTANA, EL PASO, TX 79925	915-775-3515
RICHARD A CASTRO	7392 ALAMEDA, EL PASO, TX 79915	915-775-3528
RICHARD A CASTRO	7101 GATEWAY BLVD (W*M #2201), EL PASO, TX 79925	915-778-5417
RICHARD A CASTRO	5305 E PAISANO, EL PASO, TX 79905	915-778-8100
RICHARD A CASTRO	8401 GATEWAY WEST ROOM M4, EL PASO, TX 79925	915-779-3583
RICHARD A CASTRO	1274 HORIZON BLVD, EL PASO, TX 79927-4840	915-858-6048
RICHARD A CASTRO	9451 ALAMEDA, EL PASO, TX 79907	915-859-2640
RICHARD A CASTRO	9441 ALAMEDA AVE (W*M #964), EL PASO, TX 79907	915-859-4026
RICHARD A CASTRO	625 N ZARAGOZA, EL PASO, TX 79901	915-859-4910
RICHARD A CASTRO	8675 ALAMEDA, EL PASO, TX 79907-6130	915-859-9108
JIMMY L FERGUSON	220 HWY 290 (BOX 878), ELGIN, TX 78621	512-281-3490
JOHN MCQUEENEY	112 E EDINBURG AVE, ELSA, TX 78543	956-262-3226
LAWRENCE K INGRAM	1203 E ENNIS AVE, ENNIS, TX 75119-5120	972-875-7600
KEVIN L LILLY	700 E ENNIS AVE (WALMART #286), ENNIS, TX 75119-4209	972-875-9376
WILLIAM T MASSEY	105 SPUR 350, EULESS, TX 76039	817-571-4401
RICHARD A CASTRO	1251 N FABENS, FABENS, TX 79838	915-764-3255
AL LINGOR	669 W HWY 84, FAIRFIELD, TX 75840-9512	903-389-8829
DALE R RAABE	1407 S HIGHWAY 281, FALFURRIAS, TX 78355	361-325-3752
ROBERT WEZEMAN	709 N LAGRANGE, FLATONIA, TX 78941	361-865-3730
NEDRICK L STAGG	530 10TH ST, FLORESVILLE, TX 78114-3126	830-393-9393
RUSSELL W ELLIS	1229 WALDRON, FLOUR BLUFF, TX 78418	361-939-7907
DANIEL H MASSEY	3601 FM 407, FLOWER MOUND, TX 75077	972-874-2368
WILLIAM T MASSEY	2109 LONG PRAIRIE RD, FLOWER MOUND, TX 75022	972-874-8021
JOSEPH P JASPER, JR.	3200 SE LOOP 820, FOREST HILL, TX 76140	817-535-6035
RONALD M DRIBBEN	102 E US HWY 80, FORNEY, TX 75126-8663	972-564-2437
WILLIAM STORY	1500 N USHY 285, FORT STOCKTON, TX 79735	432-336-9705
LORI BLANTON	6401 CAMP BOWIE, FORT WORTH, TX 76116	817-732-6922
ROBERT GREGORY	6356 JACKSBORO HWY, FORT WORTH, TX 76135	817-237-7245
MARTHA HARTMAN	9559 CLIFFORD AVE, FORT WORTH, TX 76108	817-246-5880
JUNE D HOFFMAN	4375 RISINGER ROAD, FORT WORTH, TX 76123	817-361-0553
JUNE D HOFFMAN	3300 HULEN ST., FORT WORTH, TX 76107	817-735-1970
RONALD A HOFFMAN	4405 SW LOOP 820, FORT WORTH, TX 76132	817-292-5663
RONALD A HOFFMAN	5901 BRYANT IRVIN, FORT WORTH, TX 76132	817-294-9484
TYROUS INGRAM, III	4101 E LANCASTER AVE, FORT WORTH, TX 76103	817-535-0545
JOSEPH P JASPER, JR.	3500 ALTA MESA BLVD, FORT WORTH, TX 76133-5602	817-292-5620
JOSEPH P JASPER, JR.	8651 S. FREEWAY, FORT WORTH, TX 76140	817-293-1672
JOSEPH P JASPER, JR.	2400 ALLIANCE GATEWAY FWY, FORT WORTH, TX 76178	817-337-9696
JOSEPH P JASPER, JR.	3601 CAMP BOWIE BLVD, FORT WORTH, TX 76107	817-377-9260
JOSEPH P JASPER, JR.	2248 JACKSBORO HWY, FORT WORTH, TX 76106	817-624-2976
JOSEPH P JASPER, JR.	525 ALTA MERE DRIVE, FORT WORTH, TX 76116	817-735-9415
JOSEPH P JASPER, JR.	12540 NO. BEACH ST., FORT WORTH, TX 76248	817-741-1811
JOSEPH P JASPER, JR.	3250 HERITAGE TRACE PARKWAY, FORT WORTH, TX 76248	817-750-3250
JOSEPH P JASPER, JR.	3901 AIRPORT FWY, FORT WORTH, TX 76111-5938	817-834-2179
JOSEPH P JASPER, JR.	3012 W. BERRY STREET (DS 598), FORT WORTH, TX 76109	817-921-2202
JOSEPH P JASPER, JR.	700 E BERRY ST, FORT WORTH, TX 76110	817-921-6315
JOSEPH P JASPER, JR.	4800 SOUTH FWY, FORT WORTH, TX 76115	817-924-0421
KAREN LOPEZ MCWILLIAMS	1500 S MAIN ST, FORT WORTH, TX 76104	817-927-3683
WILLIAM T MASSEY	14100 CENTRE STATION DRIVE, FORT WORTH, TX 76155	817-283-7028
CHRISTOPHER A SANCHEZ	3041 WESTERN CENTER, FORT WORTH, TX 76131	817-232-8027
CHRISTOPHER A SANCHEZ	2832 N MAIN ST, FORT WORTH, TX 76106-7106	817-625-4228
CHRISTOPHER A SANCHEZ	4420 WESTERN CENTER BLVD, FORT WORTH, TX 76137	817-847-5959
JONATHAN SAVAGE	6300 OAKMONT BLVD (W*M #590), FORT WORTH, TX 76132	817-346-1409
JONATHAN SAVAGE	7451 MCCART AVE (W*M #2978), FORT WORTH, TX 76133	817-346-2771
JONATHAN SAVAGE	2250 E LOOP 820, FORT WORTH, TX 76112-4013	817-451-9966
MICHAEL K VANECEK	8401 ANDERSON ST (WALMART #1455), FORT WORTH, TX 76120	817-459-0520
MICHAEL K VANECEK	1420 EASTCHASE PKY, FORT WORTH, TX 76112	817-543-2117
RONALD JAY YOUNG	611 E MAIN ST, FREDERICKSBURG, TX 78624	830-997-7600
KENNETH P KADES	100 W PARKWOOD AVE, FRIENDSWOOD, TX 77546	281-482-6588
MATTHEW KADES	302 S FRIENDSWOOD DR, FRIENDSWOOD, TX 77546-3904	281-996-8284
NELLY QUIJANO	150 W EL DORADO BLVD (W*M #1062), FRIENDSWOOD, TX 77546	281-280-8180
HENRY CHARLES O'REILLY, III	6225 CUSTER ROAD, FRISCO, TX 75035	214-383-1846
JEFFREY R PHILLIPS	4360 LEGACY DR, FRISCO, TX 75034	972-731-5808
SANDRA H PHILLIPS	8888 TEEL PARKWAY, FRISCO, TX 75034	214-705-1512
ROCHELLE RINGLER HERNANDEZ	8970 PRESTON RD, FRISCO, TX 75034	972-335-9479
DAVID B GLASER	6748 FM 1463 RD, FULSHEAR, TX 77441	281-394-7272
ROBERT P GALLARDO	514 W CALIFORNIA, GAINESVILLE, TX 76240-3802	940-665-0218
NELLY QUIJANO	1812 CLINTON, GALENA PARK, TX 77547	713-672-9282
ROBERT E FLORES	6702 SEAWALL (W*M #504), GALVESTON, TX 77551	409-740-5404
ROBERT E FLORES	2912 61ST ST, GALVESTON, TX 77551-2004	409-744-5214
ROBERT E FLORES	5223 BROADWAY, GALVESTON, TX 77551	409-744-5886
ROBERT E FLORES	517 SEAWALL BLVD, GALVESTON, TX 77550	409-750-9945
RONALD M DRIBBEN	3205 S GARLAND, GARLAND, TX 75041	972-271-8016

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RONALD M DRIBBEN	119 E BUCKINGHAM, GARLAND, TX 75040-4707	972-495-7752
ROLAND PARRISH	5302 GARLAND RD (W*M #1055), GARLAND, TX 75040	972-495-3663
ROLAND PARRISH	190/SHILOH, GARLAND, TX 75044	972-530-3430
LYNETTE CONLAN	2302 MAIN ST, GATESVILLE, TX 76528-1732	254-865-8884
CYNTHIA A FERGUSON	4418 WILLIAMS DR, GEORGETOWN, TX 78628	512-863-9922
DENNIS H MEYER	620 S INTERSTATE 35 (W*M #1303), GEORGETOWN, TX 78628	512-863-5312
DENNIS H MEYER	806 N AUSTIN AVE, GEORGETOWN, TX 78626-4212	512-930-1952
DAN CARMICHAEL	2146 E AUSTIN, GIDDINGS, TX 78942	979-542-0225
CAROLYN K WOFFORD-LANGSETH	1700 N. WOOD STREET, GILMER, TX 75644	903-843-5276
ROBERT WEZEMAN	309 W HIGHWAY 90A, GONZALES, TX 78629	830-672-2672
VERONICA RUANO	1701 HWY 16 S, GRAHAM, TX 76450-4607	940-549-5117
JONATHAN SAVAGE	1101 S MORGAN, GRANBURY, TX 76048-2814	817-573-0206
JONATHAN SAVAGE	3908 HWY. 377 EAST, GRANBURY, TX 76049	817-579-9676
VICTOR J EVERETT, SR	2225 W I-20 (W*M #896), GRAND PRAIRIE, TX 75052	972-352-5454
THOMAS R HARDEMAN	308 WESTCHASE DR, GRAND PRAIRIE, TX 75052	972-237-5616
THOMAS R HARDEMAN	102 W HWY 303, GRAND PRAIRIE, TX 75051	972-237-9654
THOMAS R HARDEMAN	3902 S GREAT SW PKY, GRAND PRAIRIE, TX 75051-7274	972-641-7323
LUIS A HERNANDEZ	3031 W. CAMP WISDOM ROAD, GRAND PRAIRIE, TX 75053	817-652-4450
ROLAND PARRISH	2810 NE GREEN OAKS, GRAND PRAIRIE, TX 75050	817-649-1999
JONATHAN SAVAGE	813 E MAIN, GRAND PRAIRIE, TX 75050	972-266-3811
MICHAELINE PEREZ-GUZMAN	1601 W. STATE HWY 114 (W*M #266), GRAPEVINE, TX 76051	817-421-2797
MICHAELINE PEREZ-GUZMAN	5345 WILLIAM D TATE, GRAPEVINE, TX 76051	817-421-9878
LAWRENCE K INGRAM	4705 MOULTON, GREENVILLE, TX 75401-6091	903-454-6141
BRIAN G ELLIS	4500 TWIN CITY, GROVES, TX 77619-3036	409-963-2244
KEVIN L LILLY	104 W MAIN ST, GUNBARREL, TX 75147	903-887-0054
WILLIAM S LANG	1506 N TEXANA (WALMART #1067), HALLETTSVILLE, TX 77964	361-798-2414
CAROLYN K WOFFORD-LANGSETH	404 W MAIN, HALLSVILLE, TX 75650-5180	903-668-4650
VERA INGRAM	5641 E BELKNAP, HALTOM CITY, TX 76117	817-222-9009
TROY H ESPENLAUB	25550 INTERSTATE 10, HANKAMER, TX 77514	409-374-2100
HAROLD A LEVERSON	2020 HEIGHTS DR (W*M), HARKER HEIGHTS, TX 76548	254-690-1406
HAROLD A LEVERSON	630 INDIAN TRL, HARKER HEIGHTS, TX 76548	254-690-7050
RUSSELL W ELLIS	1801 W LINCOLN (W*M #595), HARLINGEN, TX 78552	956-412-7777
RUSSELL W ELLIS	2305 W LINCOLN, HARLINGEN, TX 78550	956-412-9292
RUSSELL W ELLIS	602 N SUNSHINE STRIP, HARLINGEN, TX 78550-8846	956-421-2207
RUSSELL W ELLIS	2020 S SUNSHINE STRIP, HARLINGEN, TX 78550	956-428-7997
BOB D FRAZIER	906 S MARKET, HEARNE, TX 77859	979-279-6111
BOB D FRAZIER	1425 N. MARKET STREET, HEARNE, TX 77859	979-279-9877
DAN CARMICHAEL	1005 AUSTIN ST, HEMPSTEAD, TX 77445-4516	979-826-8515
DAN CARMICHAEL	2100 FM 1488, HEMPSTEAD, TX 77445	979-826-9884
LARRY COON, JR.	2130 S HWY 79, HENDERSON, TX 75654-4406	903-657-2442
SUSAN E CREDLE	1112 W 1ST ST, HEREFORD, TX 79045-6008	806-363-6161
ANTHONY E GRISSETT	1504 CORSICANA HWY, HILLSBORO, TX 76645-2720	254-582-5453
REBECCA S DAY	20022 FM 2920, HOCKEY, TX 77377	281-255-2718
FRANK N MENDOZA	299 US HWY 90 E, HONDO, TX 78861	830-426-5300
RICHARD A CASTRO	13990 HORIZON BLVD, HORIZON CITY, TX 79928	915-852-5189
PAUL W ADAMS	15505 WALLISVILLE RD, HOUSTON, TX 77049	281-458-6970
PAUL W ADAMS	14450 MEMORIAL DR, HOUSTON, TX 77079-6706	281-493-1882
PAUL W ADAMS	3506 HWY 6 SOUTH (W*M #772), HOUSTON, TX 77082	281-493-1902
PAUL W ADAMS	2303 HWY 6 S, HOUSTON, TX 77077	281-493-2019
PAUL W ADAMS	1504 ELDRIDGE PKY, HOUSTON, TX 77077	281-759-2330
PAUL W ADAMS	14700 WESTHEIMER # 421, HOUSTON, TX 77083	281-759-6659
PAUL W ADAMS	15955 FM 529 (W*M #1040), HOUSTON, TX 77095	281-858-7212
PAUL W ADAMS	7302 HWY 6 N, HOUSTON, TX 77095-2512	281-859-9936
PAUL W ADAMS	530 MAXEY ROAD, HOUSTON, TX 77013	713-451-5516
PAUL W ADAMS	430 UVALDE DR, HOUSTON, TX 77015-3718	713-455-5386
PAUL W ADAMS	13750 EAST FWY (W*M #1137), HOUSTON, TX 77015	713-455-5490
PAUL W ADAMS	5655 E SAM HOUSTON PKY N (W*M #3500), HOUSTON, TX 77015	713-455-5517
PAUL W ADAMS	10323 EAST FWY, HOUSTON, TX 77029-1907	713-673-7542
PAUL W ADAMS	3941 FONDREN, HOUSTON, TX 77063	713-781-5835
PAUL W ADAMS	7606 WESTHEIMER, HOUSTON, TX 77057	713-785-7606
PAUL W ADAMS	9601 1/2 WESTHEIMER RD, HOUSTON, TX 77063-3204	713-789-0082
PAUL W ADAMS	2727 DUNVALE RD (W*M #2066), HOUSTON, TX 77063	713-789-5035
PAUL W ADAMS	5015 WESTHEIMER (SATELLITE), HOUSTON, TX 77056	713-840-8646
PAUL W ADAMS	8920 CLEARWOOD, HOUSTON, TX 77034	713-941-2204
PAUL W ADAMS	1920 WILCREST, HOUSTON, TX 77046	713-952-7322
PAUL W ADAMS	11035 KATY FWY, HOUSTON, TX 77079	713-973-9003
DOUGLAS R ADCOCK	7075 FM 1960 W (W*M #597), HOUSTON, TX 77069	281-444-5102
DOUGLAS R ADCOCK	4919 N SAM HOUSTON PKWY W, HOUSTON, TX 77066	281-866-8257
DOUGLAS R ADCOCK	17250 FM 249, HOUSTON, TX 77064-1106	281-890-2633
DOUGLAS R ADCOCK	12085 VETERANS MEMORIAL, HOUSTON, TX 77067	281-893-5500
MARY K BELL	13255 JONES RD, HOUSTON, TX 77070-4439	281-890-5386
MARY K BELL	9303 KATY FWY (CHEVRON), HOUSTON, TX 77024	713-461-8636
DENISE BENTHAM	12614 TOMBALL PKY, HOUSTON, TX 77086	281-272-1045
STEVEN P BENTHAM	5401 TELEPHONE ROAD, HOUSTON, TX 77087	713-644-3700
STEVEN P BENTHAM	7410 CULLEN, HOUSTON, TX 77021	713-738-4380
STEVEN P BENTHAM	3820 OLD SPANISH TRL, HOUSTON, TX 77021	713-748-1375
GARY L BOLEN	14106 WEST LAKE HOUSTON PKWY, HOUSTON, TX 77044	281-454-7977

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GARY L BOLEN	4390 W SAM HOUSTON PKY N, HOUSTON, TX 77043	713-466-1095
GARY L BOLEN	10750 WESTVIEW (WM 1409), HOUSTON, TX 77043	713-496-1256
GARY L BOLEN	5800 S GESSNER RD, HOUSTON, TX 77036	713-541-9538
GARY L BOLEN	10170 HAMMERLY, HOUSTON, TX 77080-5010	713-935-9340
STUART W BROWN	5888 RICHMOND, HOUSTON, TX 77057-6315	713-781-8085
DONALD E CLARK ESTATE	14270 GULF FWY, HOUSTON, TX 77034	281-484-7113
DONALD E CLARK ESTATE	505 BAY AREA BLVD, HOUSTON, TX 77058	281-486-1027
DONALD E CLARK ESTATE	11101 S SAM HOUSTON PKY, HOUSTON, TX 77089	281-922-4455
DONALD E CLARK ESTATE	8325 BROADWAY, HOUSTON, TX 77061	713-645-2041
DONALD E CLARK ESTATE	11323 FUQUA, HOUSTON, TX 77089	713-941-1006
DEANNA DE LA GARZA	1819 W MOUNT HOUSTON RD, HOUSTON, TX 77038	281-260-7053
DEANNA DE LA GARZA	10411 N FREEWAY 45 (W*M #1279), HOUSTON, TX 77037	281-448-7085
PHYLLIS TRUDY GLASER	4650 HWY 6, HOUSTON, TX 77084-2822	281-463-4022
PHYLLIS TRUDY GLASER	6330 N ELDRIDGE PKY, HOUSTON, TX 77041	713-466-1842
DAVID GUTIERREZ	14099 NORTHWEST FREEWAY, HOUSTON, TX 77040	713-460-0200
DAVID GUTIERREZ	1303 GESSNER, HOUSTON, TX 77055-4004	713-461-9224
DAVID GUTIERREZ	12020 NORTHWEST FWY, HOUSTON, TX 77092	713-681-9460
DAVID GUTIERREZ	I-10 & SILBER RD (WM 3640), HOUSTON, TX 77024	713-812-1025
DAVID GUTIERREZ	13484 N W FWY (W*M #2257), HOUSTON, TX 77040	713-895-7640
DAVID GUTIERREZ	7850 W TIDWELL, HOUSTON, TX 77040	713-895-7888
PAUL GUTIERREZ	1736 WIRT RD, HOUSTON, TX 77055	713-290-1770
GLORIA HOLLOWAY	6901 HWY 6, HOUSTON, TX 77083-3303	281-568-8653
PERRY JORDAN, III	392 N SAM HOUSTON PKY E, HOUSTON, TX 77060	281-447-3722
PERRY JORDAN, III	255 GREENS RD, HOUSTON, TX 77060-1332	281-872-6742
PERRY JORDAN, III	6707 W SAM HOUSTON PKY S, HOUSTON, TX 77036	713-772-3332
KENNETH P KADES	21189 TOMBALL PKY, HOUSTON, TX 77070	281-370-0000
KENNETH P KADES	1421 NASA RD ONE, HOUSTON, TX 77058	281-480-9733
KENNETH P KADES	SCIENCE MUSEUM- 1 HERMAN CR, HOUSTON, TX 77030	713-639-4699
MATTHEW KADES	2727 BAY AREA BLVD, HOUSTON, TX 77058	281-461-1585
HOWARD A KELLY	1914 ALDINE BENDER, HOUSTON, TX 77032	281-449-8980
CARLA J MOORE	777 WALKER #36 (TUNNEL), HOUSTON, TX 77002	713-237-8177
CARLA J MOORE	6924 ANTOINE, HOUSTON, TX 77091-1212	713-683-0752
CARLA J MOORE	10450 NORTHWEST FWY, HOUSTON, TX 77092	713-812-8899
KEVIN J MOORE	1302 WESTHEIMER, HOUSTON, TX 77006-2615	713-528-0016
KEVIN J MOORE	5505 LOCKWOOD, HOUSTON, TX 77026	713-635-4242
KEVIN J MOORE	808 DALLAS, HOUSTON, TX 77002-5902	713-651-9449
TARUS MORGAN	11825 BELLAIRE, HOUSTON, TX 77083	281-495-0120
DAVE J MOSS JR.	10415 BISSONNET, HOUSTON, TX 77099	281-495-0560
DAVE J MOSS JR.	10777 BEECHNUT, HOUSTON, TX 77072-4416	281-498-5011
DAVE J MOSS JR.	10638 W BELLFORT, HOUSTON, TX 77099-4747	281-498-8910
DAVE J MOSS JR.	13532 BEECHNUT, HOUSTON, TX 77072	281-561-7702
DAVE J MOSS JR.	9460 W SAM HOUSTON PKWY S (W*M #3302), HOUSTON, TX 77099	281-568-8920
SCOTT MUNROE	2017 S MAIN, HOUSTON, TX 77002-8833	713-650-0426
SCOTT MUNROE	10703 WESTHEIMER, HOUSTON, TX 77042	713-780-1103
SAMUEL W MUNROE JR.	12350 EASTEX FWY, HOUSTON, TX 77039-4914	281-449-4425
SAMUEL W MUNROE JR.	10760 EASTEX FWY, HOUSTON, TX 77093	281-590-6303
SAMUEL W MUNROE JR.	13402 ALMEDA RD, HOUSTON, TX 77053	713-434-2574
SAMUEL W MUNROE JR.	4920 N KIRBY DR, HOUSTON, TX 77098-5008	713-527-8907
SAMUEL W MUNROE JR.	6615 TIDWELL, HOUSTON, TX 77016-4823	713-635-7730
SAMUEL W MUNROE JR.	5512 BELLAIRE, HOUSTON, TX 77081-5616	713-661-2159
SAMUEL W MUNROE JR.	5911 S BRAESWOOD BLVD, HOUSTON, TX 77096-3813	713-721-4925
SAMUEL W MUNROE JR.	9555 S POST OAK RD (WALMART #2718), HOUSTON, TX 77096	713-728-1515
CARROLL P OLIVER	5301 EAST FWY, HOUSTON, TX 77020-4758	713-674-0016
CARROLL P OLIVER	4412 NORTH FREEWAY, HOUSTON, TX 77022	713-694-8031
CARROLL P OLIVER	100 E CROSSTIMBERS, HOUSTON, TX 77022-4416	713-742-8868
STEPHANIE OLIVER GREEN	9805 S MAIN, HOUSTON, TX 77025	713-349-8100
STEPHANIE OLIVER GREEN	1619 S LOOP W, HOUSTON, TX 77054-4814	713-797-6446
STEPHANIE OLIVER GREEN	1405 POST OAK BLVD, HOUSTON, TX 77056-3001	713-960-1733
NELLY QUIJANO	2515 FULTON, HOUSTON, TX 77009	713-224-6964
NELLY QUIJANO	2249 W HOLCOMBE BLVD, HOUSTON, TX 77030-2007	713-668-5882
NELLY QUIJANO	1504 TAUB LOOP, HOUSTON, TX 77030	713-799-1854
NELLY QUIJANO	111 YALE ST, HOUSTON, TX 77007	713-861-6048
NELLY QUIJANO	3611 N MAIN, HOUSTON, TX 77009-5408	713-861-9263
NELLY QUIJANO	6509 WASHINGTON, HOUSTON, TX 77007-2112	713-880-3930
NELLY QUIJANO	2022 YALE STREET, HOUSTON, TX 77008	713-880-5880
NELLY QUIJANO	11695 GULF FWY, HOUSTON, TX 77034	713-910-5889
NELLY QUIJANO	6815 HARRISBURG, HOUSTON, TX 77011-4625	713-928-5335
MARISSELLE QUIJANO-LERMA	6000 GULF FWY, HOUSTON, TX 77023-5418	713-921-8003
MARISSELLE QUIJANO-LERMA	511A LOCKWOOD DRIVE, HOUSTON, TX 77011	713-928-3770
MARISSELLE QUIJANO-LERMA	9598 ROWLETT, HOUSTON, TX 77034	713-946-4995
ERNEST A REDMOND	8010 S GESSNER, HOUSTON, TX 77036	713-270-1900
ERNEST A REDMOND	11311 FONDREN RD, HOUSTON, TX 77035	713-723-9100
ERNEST A REDMOND	10890 S. SAM HOUSTON WEST PKWY, HOUSTON, TX 77031	713-774-5778
ERNEST A REDMOND	8520 BISSONNET, HOUSTON, TX 77074	713-981-4750
MICHAEL SCHMID	12625 WESTHEIMER DR, HOUSTON, TX 77077	281-493-6779
MICHAEL SCHMID	2700 S KIRKWOOD (W*M #3296), HOUSTON, TX 77082	281-759-5790
CARI R SEPULVEDA	9452 JONES RD, HOUSTON, TX 77065	281-894-8310

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CARI R SEPULVEDA	12353 FM 1960 W (W*M #3297), HOUSTON, TX 77065	281-970-8305
CARI R SEPULVEDA	8940 W SAM HOUSTON PKY, HOUSTON, TX 77040	832-237-1833
HAZEL KAY SMITH	13882 S POST OAK, HOUSTON, TX 77045	713-723-0972
HAZEL KAY SMITH	9126 CULLEN ST, HOUSTON, TX 77051-2818	713-733-3227
MOHAMMED R SOUDAGAR	4440 MCCARTY, HOUSTON, TX 77013	713-673-6642
MOHAMMED R SOUDAGAR	9411 JENSEN, HOUSTON, TX 77093	713-694-5226
MOHAMMED R SOUDAGAR	5414 AIRLINE DR., HOUSTON, TX 77076	713-742-0446
WALTER SZUJA	2424 FM 1960 W, HOUSTON, TX 77068	281-444-1047
WALTER SZUJA	3450 FM 1960 W (W*M #1103), HOUSTON, TX 77068	281-586-9223
JOHN A TILLMAN, JR.	3100 N TERMINAL ROAD, SPACE TBF20, HOUSTON, TX 77032	281-230-3478
JOHN A TILLMAN, JR.	2800 N. TERMINAL RD SPACE TASF-3, HOUSTON, TX 77032	281-230-3480
JOHN A TILLMAN, JR.	2800 N TERMINAL ROAD, SPACE ANF60, HOUSTON, TX 77032	281-233-7879
JOHN A TILLMAN, JR.	7518 NORTH FWY, HOUSTON, TX 77037	281-272-9400
JOHN A TILLMAN, JR.	9351 FM 1960 W, HOUSTON, TX 77070	281-469-8317
JOHN A TILLMAN, JR.	4643 BEECHNUT, HOUSTON, TX 77096	713-664-9644
JOHN A TILLMAN, JR.	6031 NORTH FWY, HOUSTON, TX 77076	713-695-8595
JOHN A TILLMAN, JR.	4005 ELGIN ST, HOUSTON, TX 77004-2557	713-747-1715
JOHN A TILLMAN, JR.	3025 ELLA BLVD, HOUSTON, TX 77018-7313	713-861-1341
JOSEPH WYMER	2925 BARKER CYPRESS, HOUSTON, TX 77084	281-646-9132
JOSEPH WYMER	17970 FM 529, HOUSTON, TX 77095	281-861-0300
JOSEPH WYMER	900 GESSNER #A-395, HOUSTON, TX 77024	713-973-1035
MARTHA HARTMAN	2980 FORT WORTH HIGHWAY, HUDSON OAKS, TX 76087	817-599-9099
GARY L BOLEN	9235 N SAM HOUSTON PKWY E, HUMBLE, TX 77396	281-441-3483
GARY L BOLEN	15050 OLD HUMBLE RD, HUMBLE, TX 77396	281-441-8860
LOUIS G BRITT	13755 WILL CLAYTON PARKWAY, HUMBLE, TX 77346	281-319-5374
LOUIS G BRITT	6626 FM 1960 E (W*M #744), HUMBLE, TX 77346	281-852-7622
KIMBERLY K ELIZONDO	8425 FM 1960 WEST, HUMBLE, TX 77338	281-812-9855
HOWARD A KELLY	3110 FM 1960 WEST, HUMBLE, TX 77338-5326	281-821-3346
SAMUEL W MUNROE JR.	152 W 1ST ST, HUMBLE, TX 77338-3622	281-446-2018
SAMUEL W MUNROE JR.	9451 FM 1960 BYPASS (W*M #1837), HUMBLE, TX 77338	281-446-2749
SAMUEL W MUNROE JR.	20131 HWY 59 SP 2132 (MALL)(SATELLITE), HUMBLE, TX 77338	281-540-7403
JEANIE T SMITH	2719 11TH ST, HUNTSVILLE, TX 77340-3730	936-291-0113
JEANIE T SMITH	2502 S SAM HOUSTON, HUNTSVILLE, TX 77340	936-291-7043
VERA INGRAM	1732 PRECINCT LINE RD (W*M #5080), HURST, TX 76054	817-503-7644
TYROUS INGRAM, III	450 GRAPEVINE HWY, HURST, TX 76053	817-849-1159
WILLIAM T MASSEY	769 AIRPORT FWY, HURST, TX 76053	817-284-3994
JEFFREY D SMITH	108 N I-45, HUTCHINS, TX 75141	972-225-2767
BRITTANEY A KERBY	608 W HWY 79, HUTTO, TX 78634-4079	512-846-1058
RICHARD K BOONE	401 SOUTHWEST ACCESS ROAD, IOWA PARK, TX 76367	940-592-5555
ANTHONY E GRISSETT	1308 E AIRPORT FWY, IRVING, TX 75062-4817	972-438-4883
ANTHONY E GRISSETT	4959 N. O'CONNOR ROAD, IRVING, TX 75038	972-717-3141
ANTHONY E GRISSETT	4100 W AIRPORT FWY (W*M #880), IRVING, TX 75062	972-870-0948
LAWRENCE K INGRAM	2410 N STORY RD, IRVING, TX 75062-7068	972-252-8508
LAWRENCE K INGRAM	4098 BELTLINE RD, IRVING, TX 75038-5043	972-255-1387
LAWRENCE K INGRAM	5220 N MAC ARTHUR DR, IRVING, TX 75039	972-714-4754
LAWRENCE K INGRAM	4202 W AIRPORT FWY, IRVING, TX 75062-5915	972-986-0131
CLIFTON C JOHNSON, II	1635 MARKET PLACE BLVD (W*M 2649), IRVING, TX 75063	972-444-8800
WILLIAM T MASSEY	302 W IRVING BLVD, IRVING, TX 75060-2921	972-253-4492
JONNETTA L HARDIN	101 L R CAMPBELL RD, ITALY, TX 76651	972-483-6497
LYNANN YOUNG	402 S JACKSON ST, JACKSONVILLE, TX 75766-4916	903-586-9520
DENNIS H MEYER	11640 INTERSTATE 35 N, JARRELL, TX 76537	512-746-2180
GERALD S EVELAND	800 W GIBSON (W*M #0214), JASPER, TX 75951	409-384-3130
GERALD S EVELAND	1265 S WHEELER, JASPER, TX 75951-5117	409-384-6464
ROY L GRIGGS	109 S WALCOTT, JEFFERSON, TX 75657	903-665-6120
RONALD JAY YOUNG	2416 N MAIN STREET (STO), JUNCTION, TX 76854	325-446-8005
DAVID B GLASER	27140 CINCO RANCH BLVD, KATY, TX 77494	281-394-7800
DAVID B GLASER	25647 WESTHEIMER PKWY, KATY, TX 77494	281-395-5133
PHYLLIS TRUDY GLASER	5701 HWY 90, KATY, TX 77494	281-391-3131
PHYLLIS TRUDY GLASER	22003 KATY FWY, KATY, TX 77450	281-392-8555
PHYLLIS TRUDY GLASER	22148 WESTHEIMER PKWY, KATY, TX 77450	281-398-8400
PHYLLIS TRUDY GLASER	25108 MARKET PL (W*M #3226), KATY, TX 77494	281-644-6494
PHYLLIS TRUDY GLASER	7104 S. FRY RD., KATY, TX 77494	281-693-7110
JOSEPH WYMER	1313 FRY RD (W*M #768), KATY, TX 77449	281-398-3345
JOSEPH WYMER	1845 N FRY RD, KATY, TX 77449-3348	281-492-0112
JOSEPH WYMER	405 S. FRY RD. (DS 870), KATY, TX 77450	281-492-2242
JOSEPH WYMER	6110 NORTH FRY, KATY, TX 77449	281-858-5169
JOSEPH WYMER	6060 FRY RD (W*M), KATY, TX 77449	281-861-8119
KEVIN L LILLY	2215 SO. WASHINGTON, KAUFMAN, TX 75142	972-932-4994
KAREN LOPEZ MCWILLIAMS	989 E PRICE, KELLER, TX 76248	817-379-9357
KAREN LOPEZ MCWILLIAMS	2001 RUFE SNOW DR, KELLER, TX 76248-5634	817-581-1743
ROBERT E FLORES	255 FM 518 (W*M #3298), KEMAH, TX 77565	281-334-6810
RONALD JAY YOUNG	2128 SIDNEY BAKER, KERRVILLE, TX 78028	830-792-5575
RONALD JAY YOUNG	1308 JUNCTION HWY, KERRVILLE, TX 78028	830-895-7707
RONALD JAY YOUNG	1216 JUNCTION (W*M #508), KERRVILLE, TX 78028	830-895-7878
RONALD JAY YOUNG	600 SIDNEY BAKER, KERRVILLE, TX 78028-4556	830-896-7644
CAROLYN K WOFFORD-LANGSETH	906 HWY 259 N, KILGORE, TX 75662-6046	903-981-1206
CAROLYN K WOFFORD-LANGSETH	2101 STONE RD. (W*M #572), KILGORE, TX 75662	903-983-2675

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
HAROLD A LEVERSON	3700 CLEAR CREEK ROAD, KILLEEN, TX 76549	254-501-9165
HAROLD A LEVERSON	1105 S FORT HOOD ST, KILLEEN, TX 76541	254-526-3104
HAROLD A LEVERSON	1400 LOWES BLVD (W*M #407), KILLEEN, TX 76543	254-628-8966
HAROLD A LEVERSON	109 E RANCIER ST, KILLEEN, TX 76541-3422	254-634-7300
HAROLD A LEVERSON	4300 CENTRAL TEXAS EXPY, KILLEEN, TX 76543	254-680-3111
HAROLD A LEVERSON	2102 BUSINESS HWY 190, KILLEEN, TX 76541-7362	254-699-1659
DALE R RAABE	2702 S HWY 77 BYPASS, KINGSVILLE, TX 78363	361-516-0450
DALE R RAABE	208 S 14TH ST, KINGSVILLE, TX 78363-5839	361-592-7072
LAURA J CASEY	2162 N PARK DR, KINGWOOD, TX 77339	281-359-1899
LAURA J CASEY	4406 KINGWOOD DR, KINGWOOD, TX 77339	281-360-9469
CYNTHIA A FERGUSON	5325 KYLE CENTER DRIVE, KYLE, TX 78640	512-268-1121
HECTOR DE LA GARZA	204 E EXPRESSWAY 83, LA FERIA, TX 78559	956-797-1461
DAN CARMICHAEL	2304 WEST TRAVIS STREET, LA GRANGE, TX 78945-9706	979-968-5098
RUSSELL W ELLIS	401 E EXPY 83, LA JOYA, TX 78572	956-580-0339
DONALD E CLARK ESTATE	6410 I-45 SOUTH (W*M #529), LA MARQUE, TX 77568	409-986-9060
ROBERT E FLORES	2300 GULF FWY, LA MARQUE, TX 77568	409-935-0212
KENNETH P KADES	1102 S 8TH ST, LA PORTE, TX 77571-6202	281-471-8515
JOHN MORIN	4503 N I 35, LACY-LAKEVIEW, TX 76705	254-867-0404
DANIEL CARREON	121 HWY 332 W (W*M #808), LAKE JACKSON, TX 77566	979-297-9363
MICHAEL K VANECEK	6360 JACKSBORO HWY (W*M #972), LAKE WORTH, TX 76135	817-237-4658
RUTH ROBILLARD	505 N DALLAS, LAMESA, TX 79331-4612	806-872-6541
LYNETTE CONLAN	804 S KEY AVE, LAMPASAS, TX 76550	512-556-2202
ALBERTO ROMERO	1463 W PLEASANT RUN RD, LANCASTER, TX 75146	972-218-0200
ALBERTO ROMERO	150 N BECKLEY (WALMART #471), LANCASTER, TX 75146	972-223-7959
IGNACIO DE LEON	2615 NE BOB BULLOCK LOOP, LAREDO, TX 78045	956-718-9934
IGNACIO DE LEON	4401 HIGHWAY 83 S (W*M), LAREDO, TX 78046	956-753-2200
ANTHONY E DOBSKI	5610 SAN BERNARDO (W*M #554), LAREDO, TX 78041	956-717-4000
ANTHONY E DOBSKI	2311 NE BOB BULLOCK LOOP, LAREDO, TX 78045	956-718-2112
ANTHONY E DOBSKI	2301 GUADALUPE, LAREDO, TX 78040	956-722-7605
ANTHONY E DOBSKI	2101 SAUNDERS ST, LAREDO, TX 78040	956-724-1702
ANTHONY E DOBSKI	1120 SANTA URSULA, LAREDO, TX 78040-4542	956-724-4911
ANTHONY E DOBSKI	2502 HWY 83, LAREDO, TX 78046	956-729-1127
ANTHONY E DOBSKI	4719 S US HWY 83, LAREDO, TX 78046	956-795-0693
MARY DOBSKI	4717 SAN BERNARDO, LAREDO, TX 78040	956-723-0201
DANIELLE M MARASCO	9814 FM 1472, LAREDO, TX 78045	956-712-9488
DANIELLE M MARASCO	201 W DEL MAR BLVD, LAREDO, TX 78045	956-717-2034
DANIELLE M MARASCO	2320 BOB BULLOCK LOOP (W*M #3518), LAREDO, TX 78043	956-728-7874
DANIELLE M MARASCO	1101 UNIROYAL DRIVE, LAREDO, TX 78045	956-728-8570
DANIELLE M MARASCO	7701 MCPHERSON, LAREDO, TX 78046	956-728-9626
DANIELLE M MARASCO	5300 N SAN DARIO #228C (SATELLITE), LAREDO, TX 78041	956-791-0015
DONALD E CLARK ESTATE	113 N GULF FWY, LEAGUE CITY, TX 77573	281-332-3345
DONALD E CLARK ESTATE	102 HWY 3 SOUTH, LEAGUE CITY, TX 77573	281-557-3257
ROBERT E FLORES	1701 W FM 646, LEAGUE CITY, TX 77573	281-534-8687
ROBERT E FLORES	I-45 AT FM 646, LEAGUE CITY, TX 77573	281-614-1968
KENNETH P KADES	3022 MARINA BAY DR, LEAGUE CITY, TX 77573	281-334-7796
MARTIN I WASHINGTON	1445 US HWY 183 S, LEANDER, TX 78641	512-259-9055
BARRY COHEN	605 COLLEGE AVE, LEVELLAND, TX 79336-4807	806-894-6984
CLIFTON C JOHNSON	501 E FM 3040, LEWISVILLE, TX 75028	972-315-0578
DANIEL H MASSEY	2301 S HWY 121, LEWISVILLE, TX 75067-8130	972-315-2881
WILLIAM T MASSEY	1201 W FM 407, LEWISVILLE, TX 75067	972-317-2348
WILLIAM T MASSEY	190 E FM 3040 (W*M #5092), LEWISVILLE, TX 75067	972-459-5151
TROY W SCHUSTER	1598 W MAIN ST, LEWISVILLE, TX 75067-3393	972-221-8028
TROY W SCHUSTER	765 W MAIN ST, LEWISVILLE, TX 75067	972-420-7814
TROY W SCHUSTER	1107 W FM3040, LEWISVILLE, TX 75067	972-906-8865
JILL R CASAS	1923 HWY 90, LIBERTY, TX 77575-7728	936-336-2550
JILL R CASAS	2121 HIGHWAY 146 (WM), LIBERTY, TX 77575	936-336-3636
CAROLYN K WOFFORD-LANGSETH	HWY 69 & I-20, LINDALE, TX 75771	903-882-5821
SUSAN E CREDLE	2330 HALL AVENUE, LITTLEFIELD, TX 79339	806-385-0452
LOUIS G BRITT	1620 W CHURCH (W*M #275), LIVINGSTON, TX 77351	936-327-5171
LOUIS G BRITT	1601 W CHURCH ST, LIVINGSTON, TX 77351-9044	936-327-7676
DANIEL J KINNEY	1330 S COLORADO, LOCKHART, TX 78644	512-376-7275
CAROLYN K WOFFORD-LANGSETH	1803 NW LOOP 281, LONGVIEW, TX 75601	903-297-0991
CAROLYN K WOFFORD-LANGSETH	3086 N. EASTMAN ROAD, LONGVIEW, TX 75605	903-663-2498
CAROLYN K WOFFORD-LANGSETH	515 E LOOP 281 (W*M #398), LONGVIEW, TX 75601	903-663-6808
CAROLYN K WOFFORD-LANGSETH	408 E MARSHALL AVE, LONGVIEW, TX 75601-5422	903-753-1622
CAROLYN K WOFFORD-LANGSETH	128 W LOOP 281, LONGVIEW, TX 75601	903-757-9235
CAROLYN K WOFFORD-LANGSETH	3118 ESTES PARKWAY, LONGVIEW, TX 75602-4234	903-758-7470
RICK ROBILLARD	1911 4TH ST. (W*M 3826), LUBBOCK, TX 79401	806-744-3002
RUTH ROBILLARD	5201 4TH ST, LUBBOCK, TX 79416	806-791-7701
WILMER E MAY	1118 S TIMBERLAND DR, LUFKIN, TX 75901-4726	936-634-7800
WILMER E MAY	2500 DANIEL MCCALL DR (W*M #140), LUFKIN, TX 75904	936-634-8488
WILMER E MAY	3301 S 1ST ST, LUFKIN, TX 75901-7315	936-639-3633
BRIAN G ELLIS	103 N MAIN, LUMBERTON, TX 77657	409-755-3722
RICHARD ACOSTA	14830 LYTLE SOMMERSET RD, LYTLE, TX 78052	830-709-2900
STEVE MCKINNEY	2602 E MAIN, MADISONVILLE, TX 77864-2228	936-348-5677
KENNETH P KADES	6745 FM 1488, MAGNOLIA, TX 77354	281-252-6510
KENNETH P KADES	18630 FM 1488, MAGNOLIA, TX 77355	281-259-4200

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KEVIN L LILLY	102 WEST ROYALL BLVD., MALAKOFF, TX 75148	903-489-0053
VICTOR J EVERETT, SR	1001 HWY 287 N, MANSFIELD, TX 76063-4801	817-473-3260
VICTOR J EVERETT, SR	1250 N. HOLLAND ROAD, MANSFIELD, TX 76063	817-473-3752
MARIA L LIM	1605 HWY 1431 W, MARBLE FALLS, TX 78654	830-693-4911
BOB D FRAZIER	1430 LIVE OAK, MARLIN, TX 76661	254-883-3824
ROY L GRIGGS	5408 EAST END BLVD S, MARSHALL, TX 75672	903-938-6411
ROY L GRIGGS	2000 VICTORY DR, MARSHALL, TX 75670-3624	903-938-7031
DALE R RAABE	10539 N SH 359, MATHIS, TX 78368	361-547-7171
ALFREDO DEL BARRIO, JR.	1200 E JACKSON AVE (W*M #397), MCALLEN, TX 78503	956-618-0580
ALFREDO DEL BARRIO, JR.	3700 PECAN, MCALLEN, TX 78502	956-630-5711
ALFREDO DEL BARRIO, JR.	2801 NOLANA AVE, MCALLEN, TX 78504	956-688-6236
RUSSELL W ELLIS	2800 NOLANA AVE, MCALLEN, TX 78504	956-631-2679
RUSSELL W ELLIS	LA PLAZA MALL, MCALLEN, TX 78503	956-687-4666
RUSSELL W ELLIS	2808 N 10TH ST, MCALLEN, TX 78501	956-687-5898
RUSSELL W ELLIS	1901 S 10TH ST, MCALLEN, TX 78503	956-687-7707
RUSSELL W ELLIS	7320 N 10TH, MCALLEN, TX 78504	956-972-1476
RUSSELL W ELLIS	1217 E HWY 83, MCALLEN, TX 78501	956-994-8911
HENRY CHARLES O'REILLY, III	3200 ELDORADO, MCKINNEY, TX 75070	214-726-0877
HENRY CHARLES O'REILLY, III	1721 N. CUSTER (W*M 5311), MCKINNEY, TX 75070	972-529-5490
HENRY CHARLES O'REILLY, III	5001 MCKINNEY RANCH BLVD. (W*M #5211), MCKINNEY, TX 75070	972-529-9971
LAWRENCE K INGRAM	1817 N BELTLINE RD, MESQUITE, TX 75149-1718	972-216-0590
LAWRENCE K INGRAM	1531 TOWNEAST BLVD, MESQUITE, TX 75150	972-270-0766
LAWRENCE K INGRAM	3010 TOWN EAST MALL (SATELLITE), MESQUITE, TX 75150	972-279-8301
LAWRENCE K INGRAM	18751 IH 635, MESQUITE, TX 75150	972-682-5401
ROLAND PARRISH	2012 SCYENE RD, MESQUITE, TX 75149-3644	972-289-2950
ROLAND PARRISH	1444 S BELTLINE RD, MESQUITE, TX 75149	972-329-7556
AL LINGOR	903 E MILAM RD, MEXIA, TX 76667-2526	254-562-7006
JESSE A CARRILLO	1111 N ANDREWS HWY, MIDLAND, TX 79701-3826	432-520-3044
JESSE A CARRILLO	4015 FM 1788, MIDLAND, TX 79706	432-563-1876
JESSE A CARRILLO	3310 W LOOP 250 NORTH, MIDLAND, TX 79707	432-699-0768
LUIS R HERNANDEZ	1310 USHY 287 E, MIDLOTHIAN, TX 76065	972-775-1974
CAROLYN K WOFFORD-LANGSETH	1202 N PACIFIC, MINEOLA, TX 75773-1020	903-569-3252
MICHAEL K VANECEK	100 GARRET MORRIS PKY, MINERAL WELLS, TX 76067-9612	940-328-1930
ALFREDO DEL BARRIO, JR.	804 S SHARY RD, MISSION, TX 78572	956-583-2790
RUSSELL W ELLIS	303 E EXPY 83, MISSION, TX 78752	956-581-1144
RUSSELL W ELLIS	2410 E EXPY 83 (W*M #395), MISSION, TX 78572	956-584-1029
STUART W BROWN	6129 HWY 6 S, MISSOURI CITY, TX 77459	281-208-1428
STUART W BROWN	5501 HWY 6 (WALMART #2505), MISSOURI CITY, TX 77459	281-261-8810
JOHN A TILLMAN, JR.	1605 CARTWRIGHT RD, MISSOURI CITY, TX 77489	281-835-5223
BILLY WHITAKER	9955 HIGHWAY 6 S, MISSOURI CITY, TX 77459	281-431-3048
JESSE A CARRILLO	1905 S STOCKTON, MONAHANS, TX 79756-0140	432-943-3264
DAVID T MAY	15476 STATE HWY 105, MONTGOMERY, TX 77356	936-588-1303
DAVID T MAY	943 EVA ST, MONTGOMERY, TX 77316	936-597-7766
C RAND KNOTTS	2002 N JEFFERSON, MOUNT PLEASANT, TX 75455-2337	903-572-8392
C RAND KNOTTS	102 CEDAR ST, MOUNT PLEASANT, TX 75455-5908	903-572-8393
SUSAN E CREDLE	1315 W AMERICAN BLVD, MULESHOE, TX 79347	806-272-3333
WILMER E MAY	3120 UNIVERSITY DR, NACOGDOCHES, TX 75961	936-560-2641
WILMER E MAY	1717 NORTH ST, NACOGDOCHES, TX 75961-3421	936-569-0792
WILMER E MAY	4801 NORTH ST (W*M #163), NACOGDOCHES, TX 75961	936-569-9889
BRIAN G ELLIS	3728 NEDERLAND, NEDERLAND, TX 77627	409-727-4661
THOMAS H LATOOF	702 N MC COY, NEW BOSTON, TX 75570-2317	903-628-2499
JOHN V BOHLING	1761 STATE HWY 46 W, NEW BRAUNFELS, TX 78132	830-606-1111
JOHN V BOHLING	1035 I 35 W, NEW BRAUNFELS, TX 78130	830-606-1336
JOHN V BOHLING	1201 N INTERSTATE 35, NEW BRAUNFELS, TX 78130	830-609-0008
JOHN V BOHLING	4142 LOOP 337, NEW BRAUNFELS, TX 78130	830-624-7747
JOSEPH P JASPER, JR.	986 BURLESON BLVD, NORTH BURLESON, TX 76028	817-295-3281
ALBERTO ROMERO	7451 DAVIS BLVD, NORTH RICHLAND, TX 76180	817-281-7666
KAREN LOPEZ MCWILLIAMS	5140 RUFÉ SNOW, NORTH RICHLAND HILLS, TX 76118	817-281-8888
ALBERTO ROMERO	6401 NE LOOP 820 (W*M #807), NORTH RICHLAND HILLS, TX 76180	817-656-2862
DALE R RAABE	811 VOSS AVE (STO), ODEM, TX 78370	361-368-4405
JESSE A CARRILLO	1901 COUNTY ROAD FM 1882, ODESSA, TX 79763	432-332-3481
JESSE A CARRILLO	1347 W UNIVERSITY, ODESSA, TX 79767	432-337-9338
JESSE A CARRILLO	4155 N ANDREWS, ODESSA, TX 79762-5505	432-367-1061
JESSE A CARRILLO	5141 E 42ND ST, ODESSA, TX 79762	432-550-4560
JESSE A CARRILLO	1800 E 8TH ST, ODESSA, TX 79760	432-580-9940
BRIAN G ELLIS	2311 HWY 62 N, ORANGE, TX 77630	409-745-4228
BRIAN G ELLIS	1710 N 16TH ST, ORANGE, TX 77630-3355	409-886-0646
KEVIN L LILLY	2120 S LOOP 256, PALESTINE, TX 75801-5920	903-729-5000
KEVIN L LILLY	2223 S LOOP 256 (WALMART #0345), PALESTINE, TX 75801	903-729-8977
ALFREDO DEL BARRIO, JR.	215 E MILE THREE RD(W*M), PALMHURST, TX 78573	956-580-4946
WILLIAM R BENDA	1201 N HOBART, PAMPA, TX 79065	806-665-5891
MICHAEL K VANECEK	2422 W PIONEER PKY, PANTEGO, TX 76013	817-261-3748
THOMAS H LATOOF	3825 LAMAR, PARIS, TX 75462-5210	903-782-9991
PAUL W ADAMS	1107 S SHAVER ST (WALMART), PASADENA, TX 77506	713-472-0701
PAUL W ADAMS	1300 S RICHEY, PASADENA, TX 77502-1100	713-472-5313
PAUL W ADAMS	3223 SPENCER HWY, PASADENA, TX 77504-1103	713-941-7410
SAMUEL R JIMENEZ	131 PASADENA BLVD, PASADENA, TX 77504	713-475-8809

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KENNETH P KADES	7437 SPENCER HWY, PASADENA, TX 77505	281-479-6048
NELLY QUIJANO	5200 FAIRMONT PKWY, PASADENA, TX 77505	281-487-3001
NELLY QUIJANO	4625 FAIRMONT PKY, PASADENA, TX 77504-3311	281-487-5877
MARISELLE QUIJANO-LERMA	2001 GENOA-RED BLUFF, PASADENA, TX 77505	281-487-4572
KENNETH P KADES	1710 BROADWAY ST (W*M #3510), PEARLAND, TX 77581	281-482-9439
MATTHEW KADES	1919 N MAIN W*M #872, PEARLAND, TX 77581	281-485-5524
MARISELLE QUIJANO-LERMA	2607 FM 518 RD (W*M #3572), PEARLAND, TX 77584	713-436-6334
MARISELLE QUIJANO-LERMA	2815 BUSINESS CENTER DRIVE, PEARLAND, TX 77584	713-436-9095
FRANK N MENDOZA	625 N OAK ST, PEARSALL, TX 78061	830-334-2203
ALFREDO DEL BARRIO, JR.	1703 EXPRESSWAY 83, PENITAS, TX 78576	956-583-4994
WILLIAM R BENDA	1109 S MAIN, PERRYTON, TX 79070	806-435-5502
BRITTANEY A KERBY	1700 W PECAN, PFLUGERVILLE, TX 78660	512-989-0771
BRITTANEY A KERBY	1548 FM 685 AT PECAN, PFLUGERVILLE, TX 78660	512-989-1133
BRITTANEY A KERBY	1517 FM 685, PFLUGERVILLE, TX 78660	512-989-2411
ALFREDO DEL BARRIO, JR.	104 W NOLANA LOOP, PHARR, TX 78577	956-781-3557
ALFREDO DEL BARRIO, JR.	301 WEST RIDGE, PHARR, TX 78503	956-783-6236
SANDRA H PHILLIPS	1226 - 1230 S. HWY 377, PILOT POINT, TX 76258	940-686-0400
C RAND KNOTTS	101 S GREER BLVD, PITTSBURG, TX 75686	903-856-1000
RICK ROBILLARD	815 N I 27, PLAINVIEW, TX 79072-9769	806-293-7430
RICK ROBILLARD	1501 N. I-27 (WAL*MART #927), PLAINVIEW, TX 79072	806-296-5612
JOSE LOZANO	6220 W PARK BLVD, PLANO, TX 75093	972-250-2349
HENRY CHARLES O'REILLY, III	2100 W 15TH ST, PLANO, TX 75034	972-423-6443
HENRY CHARLES O'REILLY, III	701 W SPRING CREEK, PLANO, TX 75023-4604	972-517-7095
HENRY CHARLES O'REILLY, III	6201 INDEPENDENCE PKY, PLANO, TX 75023	972-618-6627
HENRY CHARLES O'REILLY, III	3957 LEGACY DR, PLANO, TX 75023	972-618-8925
HENRY CHARLES O'REILLY, III	605 E 15TH ST, PLANO, TX 75074-5709	972-633-5135
HENRY CHARLES O'REILLY, III	2205 MCDERMOTT RD, PLANO, TX 75025-4613	972-747-0768
HENRY CHARLES O'REILLY, III	6001 N CENTRAL (W*M #1117), PLANO, TX 75023	972-881-3852
HENRY CHARLES O'REILLY, III	4005 W PARKER RD, PLANO, TX 75023	972-985-8499
JEFFREY R PHILLIPS	4925 W PARK BLVD, PLANO, TX 75075	972-596-6123
JEFFREY R PHILLIPS	425 COIT RD (W*M #3482), PLANO, TX 75252	972-612-4011
JEFFREY R PHILLIPS	216 COIT RD, PLANO, TX 75075	972-758-0282
RUBEN FLORES, JR.	1733 W OAKLAWN, PLEASANTON, TX 78064	830-569-5550
BRIAN G ELLIS	8435 MEMORIAL BLVD, PORT ARTHUR, TX 77642	409-722-3396
BRIAN G ELLIS	8585 MEMORIAL BLVD (W*M #408), PORT ARTHUR, TX 77642	409-724-6823
RUSSELL W ELLIS	1401 HIGHWAY 100 (W*M #0413), PORT ISABEL, TX 78578	956-943-4770
ERNESTO ALICEA	801 S HWY 35 BYP, PORT LAVACA, TX 77979-2415	361-552-4442
LOUIS G BRITT	24610 FM 1314, PORTER, TX 77365	281-354-4090
LOUIS G BRITT	23561 HIGHWAY 59 #200 (W*M #297), PORTER, TX 77365	281-354-8414
EDWARD L LUTITO, JR	2000 US HIGHWAY 181, PORTLAND, TX 78374	361-643-0916
EDWARD L LUTITO, JR	1300 WILDCAT DR, PORTLAND, TX 78384	361-643-8115
BARRY COHEN	102 N BROADWAY, POST, TX 79356	806-495-0495
RONALD M DRIBBEN	8840 HWY. 34 SOUTH, QUINLAN, TX 75474	903-356-2796
RUSSELL W ELLIS	1105 E HWY 186, RAYMONDVILLE, TX 78580-2741	956-689-5546
LUIS A HERNANDEZ	109 HARRIS, RED OAK, TX 75154	972-617-2282
RANDY COTHES	427 N ALAMO ST, REFUGIO, TX 78377	361-526-1477
LAURENCE D CAIRNS	4800 E. HWY 114, RHOME, TX 76179	817-636-5600
JONATHAN CHAN	550 CENTENNIAL BLVD, RICHARDSON, TX 75080	972-690-5049
JONATHAN CHAN	120 S. CENTRAL EXPRESSWAY, RICHARDSON, TX 75080	972-783-9855
HENRY CHARLES O'REILLY, III	170 W CAMPBELL RD, RICHARDSON, TX 75080	972-690-9821
ROLAND PARRISH	1251 E BELT LINE RD, RICHARDSON, TX 75081-3708	972-238-9902
JEFFREY R PHILLIPS	105 S COIT RD, RICHARDSON, TX 75080-5721	972-231-4313
WILLIAM T MASSEY	7305 AIRPORT FWY, RICHLAND HILLS, TX 76118	817-284-3999
PAUL W ADAMS	1125 CRABB RIVER ROAD, RICHMOND, TX 77406	281-239-0544
THOMAS DEVINE	5660 W GRAND PARKWAY (WALMART), RICHMOND, TX 77406	281-239-2226
THOMAS DEVINE	7805 W. GRAND PARKWAY SOUTH, RICHMOND, TX 77407	832-595-8650
MICHAEL SCHMID	2025 FM 359, RICHMOND, TX 77469	281-342-1250
MICHAEL SCHMID	5330 FM 1640 (W*M #546), RICHMOND, TX 77469	281-344-9465
RUSSELL W ELLIS	4290 E EXPY 83, RIO GRANDE CITY, TX 78582	956-487-8214
JOSEPH P JASPER, JR.	1100 N HIGHWAY 377, ROANOKE, TX 76262	817-491-3502
JOHN MORIN	7961 S IH 35, ROBINSON, TX 76706	254-662-9565
DALE R RAABE	301 S HWY 77, ROBSTOWN, TX 78380-4310	361-387-8712
BOB D FRAZIER	1521 W CAMERON AVE, ROCKDALE, TX 76567-2606	512-446-4220
EDWARD L LUTITO, JR	2401 HIGHWAY 35 N, ROCKPORT, TX 78382	361-729-2401
EDWARD L LUTITO, JR	1302 HWY 35 N, ROCKPORT, TX 78382	361-790-7828
RONALD M DRIBBEN	3066 N. GOLIAD STREET & FM 552, ROCKWALL, TX 75087	214-771-3850
RONALD M DRIBBEN	610 E I 30, ROCKWALL, TX 75087-5501	972-771-0635
MARK E SCHMID	24501 SW FREEWAY, ROSENBERG, TX 77471	281-342-2233
MARK E SCHMID	2805 HIGHWAY 59, ROSENBERG, TX 77471	281-342-6509
MICHAEL SCHMID	3417 W 1ST (SHELL), ROSENBERG, TX 77471	281-342-5384
MICHAEL SCHMID	3627 AVE H, ROSENBERG, TX 77471-2835	281-342-8373
BRITTANEY A KERBY	4700 E PALM VALLEY(W*M5480), ROUND ROCK, TX 78664	512-238-6002
EDELTRAUD ROSADO-GONZALEZ	319 UNIVERSITY DRIVE, ROUND ROCK, TX 78665	512-341-3798
EDELTRAUD ROSADO-GONZALEZ	1850 E PALM VALLEY, ROUND ROCK, TX 78664	512-388-5378
E. WINSTON ROSS, JR.	310 N. INTERSTATE 35, ROUND ROCK, TX 78664	512-255-2451
GERMAN USTARIZ	106 LOUIS HENNA BLVD, ROUND ROCK, TX 78664	512-238-7345
LISA DRIBBEN	8503 LAKEVIEW PARKWAY, ROWLETT, TX 75088	972-412-1708

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LISA DRIBBEN	3505 LAKEVIEW PARKWAY, ROWLETT, TX 75085	972-463-0085
RONALD M DRIBBEN	200 W IH 30, ROYSE CITY, TX 75189	972-635-6880
LYNANN YOUNG	516 S. DICKENSON DR, RUSK, TX 75785	903-683-5680
JOSEPH P JASPER, JR.	1165 N SAGINAW BLVD, SAGINAW, TX 76179	817-306-0660
CHRISTOPHER A SANCHEZ	5321 BLUE MOUND RD, SAGINAW, TX 76106	817-625-6441
BRENDA K ROE	4330 SOUTHWEST BLVD, SAN ANGELO, TX 76901	325-949-7787
ERIC K WILSON	520 N BRYANT, SAN ANGELO, TX 76903-5200	325-227-8504
ERIC K WILSON	610 WEST 29TH STREET (W*M), SAN ANGELO, TX 76903	325-653-1399
ERIC K WILSON	5501 SHERWOOD WAY (W*M #601), SAN ANGELO, TX 76904	325-949-6972
RICHARD ACOSTA	101 ALAMO PLAZA, SAN ANTONIO, TX 78205-2601	210-226-3800
RICHARD ACOSTA	721 SAN PEDRO AVE, SAN ANTONIO, TX 78212-4611	210-227-5007
RICHARD ACOSTA	2315 SW 36TH ST, SAN ANTONIO, TX 78237	210-431-7900
RICHARD ACOSTA	1846 S GEN MCMULLEN, SAN ANTONIO, TX 78226	210-436-0006
RICHARD ACOSTA	12203 JONES MALTSBURGER, SAN ANTONIO, TX 78232	210-491-8833
RICHARD ACOSTA	14630 HUEBNER RD, SAN ANTONIO, TX 78230	210-492-0002
RICHARD ACOSTA	3806 N LOOP 1604 E, SAN ANTONIO, TX 78247	210-497-4600
RICHARD ACOSTA	8923 W MILITARY DR (W*M), SAN ANTONIO, TX 78227	210-521-0303
RICHARD ACOSTA	8349 CULEBRA, SAN ANTONIO, TX 78251-1602	210-522-9292
RICHARD ACOSTA	10950 HWY 151 SEAWORLD, SAN ANTONIO, TX 78251-1683	210-522-9494
RICHARD ACOSTA	15011 JONES MALTSBURGER, SAN ANTONIO, TX 78247	210-545-1780
RICHARD ACOSTA	6350 PEARSALL RD, SAN ANTONIO, TX 78242	210-623-8000
RICHARD ACOSTA	11482 PERRIN BEITEL RD, SAN ANTONIO, TX 78217	210-655-1995
RICHARD ACOSTA	11210 POTRANCO, SAN ANTONIO, TX 78245	210-679-6000
RICHARD ACOSTA	SAN ANTONIO POTRANCO/1604, SAN ANTONIO, TX 78245	210-682-7400
RICHARD ACOSTA	6703 LESLIE RD (W*M #2864), SAN ANTONIO, TX 78254	210-688-2688
RICHARD ACOSTA	11031 CULEBRA RD, SAN ANTONIO, TX 78254	210-688-9878
RICHARD ACOSTA	2922 BLANCO RD, SAN ANTONIO, TX 78212-1813	210-736-3636
JOHN V BOHLING	11700 BLANCO RD, SAN ANTONIO, TX 78216-2404	210-344-9709
JOHN V BOHLING	8030 BANDERA RD (W*M #5146), SAN ANTONIO, TX 78250	210-522-0139
JOHN V BOHLING	5700 WALZEM RD, SAN ANTONIO, TX 78218	210-599-6860
JOHN V BOHLING	13919 NACOGDOCHES, SAN ANTONIO, TX 78217-1283	210-654-6184
JOHN V BOHLING	16503 NACOGDOCHES RD (W*M #765), SAN ANTONIO, TX 78247	210-655-1163
JOHN V BOHLING	4619 RITTIMAN RD, SAN ANTONIO, TX 78218-4629	210-656-6791
JOHN V BOHLING	330 VALLEY HI DR, SAN ANTONIO, TX 78227-4602	210-673-6843
JOHN V BOHLING	6921 MILITARY DR W, SAN ANTONIO, TX 78227-3619	210-674-6321
JOHN V BOHLING	1733 SW LOOP 410, SAN ANTONIO, TX 78227-1601	210-675-8100
PEDRO CARRAZANA	8500 JONES MALTSBERGER (WALMART #2404), SAN ANTONIO, TX 78216	210-342-6022
PEDRO CARRAZANA	3515 CULEBRA, SAN ANTONIO, TX 78228	210-435-5497
PEDRO CARRAZANA	6069 INGRAM, SAN ANTONIO, TX 78238-4403	210-647-1700
PEDRO CARRAZANA	5503 NW LOOP 410, SAN ANTONIO, TX 78238	210-684-3600
PEDRO CARRAZANA	6301 NW LOOP 410 (SATELLITE), SAN ANTONIO, TX 78238	210-684-6690
PEDRO CARRAZANA	3033 NOGALITOS, SAN ANTONIO, TX 78225-1926	210-927-3335
SHELLY D CONTRERAS	1643 PLEASANTON ROAD, SAN ANTONIO, TX 78221	210-927-4000
SHELLY D CONTRERAS	3701 PLEASANTON RD, SAN ANTONIO, TX 78221-2815	210-927-9444
RUBEN FLORES, JR.	3302 SE MILITARY (WM #5245), SAN ANTONIO, TX 78223	210-337-1100
RUBEN FLORES, JR.	18146 BLANCO RD, SAN ANTONIO, TX 78232	210-408-7400
RUBEN FLORES, JR.	19915 STONE OAK PARKWAY, SAN ANTONIO, TX 78258	210-490-2988
JESSE S GUAJARDO	7212 NW LOOP 410, SAN ANTONIO, TX 78245	210-523-9961
JESSE S GUAJARDO	9358 CULEBRA, SAN ANTONIO, TX 78251	210-680-4675
JESSE S GUAJARDO	8107 NW LOOP 1604, STE 102, SAN ANTONIO, TX 78254	210-688-0990
PAUL C HOSKINS	20115-2 US HIGHWAY 281 S, SAN ANTONIO, TX 78221	210-626-9190
PAUL C HOSKINS	1450 AUSTIN HWY, SAN ANTONIO, TX 78209	210-824-4129
PAUL C HOSKINS	4720 BROADWAY, SAN ANTONIO, TX 78209-6216	210-828-4802
PAUL C HOSKINS	5346 ROOSEVELT, SAN ANTONIO, TX 78214	210-924-0707
PAUL C HOSKINS	1430 AUSTIN HWY (W*M #1347), SAN ANTONIO, TX 78209	210-930-3936
CARLOS A RODRIGUEZ	3971 FREDERICKSBURG, SAN ANTONIO, TX 78201-3231	210-734-7688
JOSE SALAZAR, JR.	20750 HWY 281 N, SAN ANTONIO, TX 78259	210-403-9066
JOSE SALAZAR, JR.	7257 N LOOP 1604, SAN ANTONIO, TX 78256	210-877-2801
KATHERINE A SHIELDS	2646 N PANAMER EXPY, SAN ANTONIO, TX 78208-1831	210-224-8037
KATHERINE A SHIELDS	1819 S NEW BRAUNFELS, SAN ANTONIO, TX 78210-3013	210-534-9200
KATHERINE A SHIELDS	6363 FM 78, SAN ANTONIO, TX 78219	210-662-4855
FABIOLA DIAZ STAGG	18503 IH 10 WEST, SAN ANTONIO, TX 78257	210-561-9900
NEDRICK L STAGG	1330 S LAREDO, SAN ANTONIO, TX 78207	210-226-6740
NEDRICK L STAGG	703 W HOUSTON AVE, SAN ANTONIO, TX 78207-3017	210-271-3565
NEDRICK L STAGG	5304 RIGSBY, SAN ANTONIO, TX 78222	210-333-3444
NEDRICK L STAGG	102 S WWW WHITE, SAN ANTONIO, TX 78219	210-337-4571
NEDRICK L STAGG	4331 VANCE JACKSON, SAN ANTONIO, TX 78230-5320	210-341-7886
NEDRICK L STAGG	6967 SAN PEDRO AVE, SAN ANTONIO, TX 78216-6206	210-342-6811
NEDRICK L STAGG	826 ZARZAMORA, SAN ANTONIO, TX 78207	210-438-1696
NEDRICK L STAGG	4422 W COMMERCE ST, SAN ANTONIO, TX 78237-1669	210-438-5020
NEDRICK L STAGG	1515 N LOOP 1604 E (W*M #1198), SAN ANTONIO, TX 78232	210-495-1679
NEDRICK L STAGG	15715 SAN PEDRO, SAN ANTONIO, TX 78232-3726	210-496-1294
NEDRICK L STAGG	11611 BANDERA RD, SAN ANTONIO, TX 78250	210-521-2095
NEDRICK L STAGG	2402 E SOUTHCROSS, SAN ANTONIO, TX 78223-2206	210-533-8771
NEDRICK L STAGG	6370 BABCOCK, SAN ANTONIO, TX 78249	210-558-4588
NEDRICK L STAGG	9600 INTERSTATE 10 NW, SAN ANTONIO, TX 78230	210-593-0344
NEDRICK L STAGG	7702 FLOYD CURL #120, SAN ANTONIO, TX 78229	210-615-7290

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
NEDRICK L STAGG	11710 INTERSTATE 35 N, SAN ANTONIO, TX 78233	210-637-1611
NEDRICK L STAGG	7663 GUILBEAU, SAN ANTONIO, TX 78250-3226	210-647-3588
NEDRICK L STAGG	2100 SE LOOP 410 (W*M #3279), SAN ANTONIO, TX 78220	210-648-3151
NEDRICK L STAGG	25200 INTERSTATE 10 W LOT 2, SAN ANTONIO, TX 78257	210-687-1232
NEDRICK L STAGG	7267 WURZBACH, SAN ANTONIO, TX 78229	210-692-9886
NEDRICK L STAGG	5555 DE ZAVALA RD (W*M #2599), SAN ANTONIO, TX 78230	210-694-9242
NEDRICK L STAGG	5235 DE ZAVALA DR, SAN ANTONIO, TX 78249	210-696-1659
NEDRICK L STAGG	1603 VANCE JACKSON (W*M #5145), SAN ANTONIO, TX 78213	210-732-2421
NEDRICK L STAGG	9800 AIRPORT BLVD SPC 129, SAN ANTONIO, TX 78216	210-805-0002
NEDRICK L STAGG	8631 BROADWAY, SAN ANTONIO, TX 78217	210-822-4714
NEDRICK L STAGG	3231 SW MILITARY, SAN ANTONIO, TX 78211	210-924-1884
NEDRICK L STAGG	2135 SW MILITARY, SAN ANTONIO, TX 78224-1402	210-924-7379
NEDRICK L STAGG	3502 ROOSEVELT, SAN ANTONIO, TX 78214-2845	210-927-5273
NEDRICK L STAGG	1200 SE MILITARY DR (W*M #1313), SAN ANTONIO, TX 78214-2851	210-927-9227
RUSSELL W ELLIS	1126 W BUSINESS 77 (W*M #1296), SAN BENITO, TX 78586	956-276-0332
RUSSELL W ELLIS	821 S SAM HOUSTON, SAN BENITO, TX 78586-3062	956-399-4033
RUSSELL W ELLIS	1144 BUSINESS HWY 77, SAN BENITO, TX 78586	956-399-6845
ALFREDO DEL BARRIO, JR.	824 W BUSINESS 83, SAN JUAN, TX 78589	956-702-5299
JAMES A BENTON	4060 S INTERSTATE 35, SAN MARCOS, TX 78666	512-392-2772
JOHN V BOHLING	1105 I 35 N, SAN MARCOS, TX 78667	512-353-5033
JOHN V BOHLING	1001 HWY 123, SAN MARCOS, TX 78666	512-353-5110
JOHN V BOHLING	1015 HWY 80 (WALMART #0404), SAN MARCOS, TX 78666	512-392-1665
JEFFREY R PHILLIPS	601 N STEMMONS ST, SANGER, TX 76266	940-458-6601
DONALD E CLARK ESTATE	12400 HWY 6, SANTA FE, TX 77510	409-925-1974
JOHN V BOHLING	6102 FM 3009 (W*M 3391), SCHERTZ, TX 78154	210-651-4505
JOHN V BOHLING	17480 I 35 N, SCHERTZ, TX 78154	210-651-9476
WILLIAM S LANG	718 N HWY 77, SCHULENBURG, TX 78956	979-743-2027
DONALD E CLARK ESTATE	2164 BAYPORT, SEABROOK, TX 77586-2811	281-474-3494
ROLAND PARRISH	100 N HWY 175, SEAGOVILLE, TX 75159	972-287-4283
DAN CARMICHAEL	1724 MEYER ST, SEALY, TX 77474-3928	979-885-4132
PAUL GODWIN	1811 I 10 W, SEGUIN, TX 78155	830-379-0076
PAUL GODWIN	1388 E CT, SEGUIN, TX 78155	830-379-4492
SAM KANTAR	1001 HOBBS HWY, SEMINOLE, TX 79360	432-758-2992
KEVIN MARTIN	1235 N MAIN, SHAMROCK, TX 79079	806-256-2567
ROBERT P GALLARDO	401 E HWY 82 (W*M #947), SHERMAN, TX 75092	903-892-1383
ROBERT P GALLARDO	2217 TEXOMA PKY N, SHERMAN, TX 75090-2871	903-893-5927
BRIAN G ELLIS	1100 HIGHWAY 96 N (W*M #383), SILSBEE, TX 77656	409-385-0451
BRIAN G ELLIS	610 HWY 96, SILSBEE, TX 77656-9307	409-385-5323
BARRY COHEN	655 HWY 84, SLATON, TX 79364	806-828-5300
KENDALL R TAGGART	3414 COLLEGE AVE, SNYDER, TX 79549-4633	325-574-2100
RUSSELL W ELLIS	908 S PADRE BLVD, SO PADRE ISLAND, TX 78597	956-761-4999
RICHARD A CASTRO	10303 ALAMEDA AVE, SOCORRO, TX 79927	915-858-0066
RACHEL KADES	503 COLLEGE AVE, SOUTH HOUSTON, TX 77587	713-946-0012
VERA INGRAM	2155 W SOUTHLAKE BLVD, SOUTHLAKE, TX 76092	817-251-0435
VERA INGRAM	225 N KIMBALL, SOUTHLAKE, TX 76092	817-329-8959
JENNIFER BUTKEVICH	21330 I 45 N, SPRING, TX 77373-2901	281-288-5656
JENNIFER BUTKEVICH	155 LOUETTA CROSSING (WALMART #0849), SPRING, TX 77373	281-350-9927
JENNIFER BUTKEVICH	2125 FM 2920 RD, SPRING, TX 77388	281-907-0585
KIMBERLY K ELIZONDO	22815 CYPRESSWOOD DR, SPRING, TX 77373	281-821-2808
LAURIE GLASER-SWIFT	8718 SPRING CYPRESS RD, SPRING, TX 77379	281-257-2099
KENNETH P KADES	25222 I 45 N, SPRING, TX 77386	281-292-5700
KENNETH P KADES	2911 RAYFORD RD., BLDG. B, SPRING, TX 77386	832-813-0174
DENNIS R SCHOLZ	18604 KUYKENDAHL, SPRING, TX 77379	281-350-2590
DENNIS R SCHOLZ	21150 KUYKENDAHL (W*M #5287), SPRING, TX 77388	281-355-0387
DENNIS R SCHOLZ	7140 LOUETTA RD, SPRING, TX 77379	281-370-4357
DENNIS R SCHOLZ	FM 2920 AT KUYKENDAHL, SPRING, TX 77388	281-651-6777
JOSE SALAZAR, JR.	7765 HIGHWAY 281 N STE B, SPRING BRANCH, TX 78070	830-228-4422
LAURENCE D CAIRNS	421 E HWY 199, SPRINGTOWN, TX 76082	817-523-7106
DAVE J MOSS JR.	11210 W AIRPORT (WALMART), STAFFORD, TX 77477	832-351-3015
STEVEN D ROETZEL	1416 W WASHINGTON ST, STEPHENVILLE, TX 76401-4141	254-965-3777
STEVEN D ROETZEL	2819 W. WASHINGTON ST., STEPHENVILLE, TX 76401	254-965-8928
PAUL W ADAMS	16535 SW FWY # 470, SUGAR LAND, TX 77478	281-265-4090
PAUL W ADAMS	345 HWY 6 (W*M #2993), SUGAR LAND, TX 77478	281-491-3235
PAUL W ADAMS	1053 ELDRIDGE, SUGAR LAND, TX 77478	281-565-4411
PAUL W ADAMS	1460 HWY 6, SUGAR LAND, TX 77479	281-980-0722
PAUL W ADAMS	3401 HWY 6, SUGAR LAND, TX 77478	281-980-3553
MICHAEL SCHMID	5010 HWY 90A, SUGAR LAND, TX 77479	281-494-0503
LAURA LATOOF	121 E SHANNON RD, SULPHUR SPRINGS, TX 75482-4822	903-885-1336
KENDALL R TAGGART	201 N.E. GEORGIA STREET, SWEETWATER, TX 79556	325-235-1520
DENNIS H MEYER	2501 N MAIN, TAYLOR, TX 76574	512-352-2831
DENNIS H MEYER	3701 N MAIN (W*M), TAYLOR, TX 76574	512-352-8122
JERRY W HILL	3814 S GENERAL BRUCE DR, TEMPLE, TX 76502	254-773-3000
HAROLD A LEVERSON	3401 S 31ST ST (W*M #746), TEMPLE, TX 76504	254-742-2649
HAROLD A LEVERSON	3403 S 31ST ST, TEMPLE, TX 76501	254-771-2889
HAROLD A LEVERSON	1601 W ADAMS, TEMPLE, TX 76501	254-778-0314
LAWRENCE K INGRAM	1702 HWY 34 S, TERRELL, TX 75160-5300	972-563-1931
JASON SADOWSKI	4929 STATE LINE AVE, TEXARKANA, TX 75503	903-792-6624

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JASON SADOWSKI	1701 NEW BOSTON RD, TEXARKANA, TX 75501-3501	903-793-3311
JASON SADOWSKI	5102 SUMMER CROSSING, TEXARKANA, TX 75503	903-793-6055
JASON SADOWSKI	451 LEARY RD, TEXARKANA, TX 75501	903-831-3417
JASON SADOWSKI	2105 RICHMOND RD, TEXARKANA, TX 75501	903-838-0599
JASON SADOWSKI	4411 W 7TH ST, TEXARKANA, TX 75501-6351	903-838-9457
DONALD E CLARK ESTATE	3545 PALMER HWY, TEXAS CITY, TX 77590-6513	409-948-4512
DOUGLAS R ADCOCK	1025 SAWDUST ROAD, THE WOODLANDS, TX 77380	281-419-1286
KENNETH P KADES	4600 WOODLANDS PKY, THE WOODLANDS, TX 77381-3586	281-298-1515
KENNETH P KADES	9110 WEST GOSLING, THE WOODLANDS, TX 77381	281-298-4006
KENNETH P KADES	6730 WOODLANDS PKY, THE WOODLANDS, TX 77355	281-363-1660
KENNETH P KADES	10001 WOODLANDS PKWY, THE WOODLANDS, TX 77354	281-465-8170
KENNETH P KADES	3040 COLLEGE PKY (WALMART #3213), THE WOODLANDS, TX 77380	936-271-3377
KENNETH P KADES	3275 COLLEGE PARK DRIVE, THE WOODLANDS, TX 77384	936-321-4733
RANDY COTHES	2645 HWY 37 S SUITE B, THREE RIVERS, TX 78071	361-786-1020
DOUGLAS R ADCOCK	22605 SH 249 (W*M #5045), TOMBALL, TX 77377	281-257-9236
DOUGLAS R ADCOCK	27650 TOMBALL PKY (WALMART #0703), TOMBALL, TX 77375	281-516-0730
REBECCA S DAY	17902 FM 2920, TOMBALL, TX 77377	281-255-0235
REBECCA S DAY	11355 FM 2920, TOMBALL, TX 77375	281-255-2434
REBECCA S DAY	24104 KUYKENDAHL, TOMBALL, TX 77375	281-255-9200
LAURIE GLASER-SWIFT	24421 SH 249, TOMBALL, TX 77375	281-430-3033
KENNETH P KADES	1406 W MAIN, TOMBALL, TX 77375	281-351-7000
DENNIS R SCHOLZ	22610 STHY 249, TOMBALL, TX 77375	281-655-1110
KEVIN L LILLY	505 S. ROBB ST., TRINITY, TX 75862	936-594-0148
JONATHAN C KELLEY	2705 E 5TH ST, TYLER, TX 75701-5022	903-566-8762
JONATHAN C KELLEY	3109 W GENTRY PLACE, TYLER, TX 75702-1310	903-593-6730
JONATHAN C KELLEY	1300 S BECKHAM AVE, TYLER, TX 75701-3322	903-593-7987
JONATHAN C KELLEY	180 LOOP 323 SSW, TYLER, TX 75702	903-595-1524
JONATHAN C KELLEY	3820 HWY 64 WEST (W*M #1022), TYLER, TX 75702-7605	903-597-0091
KEVIN L LILLY	4014 S BROADWAY, TYLER, TX 75701-8717	903-534-9769
KEVIN L LILLY	5802 S BROADWAY, TYLER, TX 75703-4349	903-561-5459
KEVIN L LILLY	2034 E SE LOOP 323, TYLER, TX 75701-8316	903-593-7951
CAROLYN K WOFFORD-LANGSETH	12881 FM 14, TYLER, TX 75706	903-526-5168
JOHN V BOHLING	713 PAT BOOKER RD, UNIVERSAL CITY, TX 78148-4127	210-658-1551
FRANK N MENDOZA	510 EMAIN, UVALDE, TX 78801-5715	830-278-1185
FRANK N MENDOZA	3100 E MAIN ST (WAL*MART), UVALDE, TX 78801	830-278-3504
HENRY CHARLES O'REILLY, III	1001 W STEPHENS, VAN ALSTYNE, TX 75495	903-712-2006
WILLIAM STORY	1809 SE FRONTAGE RD, VAN HORN, TX 79855	432-283-2692
MIKE P WEBER	HILLCREST DR & HWY 70, VERNON, TX 76384	940-553-1881
KEVIN POYNTER	7808 N NAVARRO, VICTORIA, TX 77904	361-575-3390
KEVIN POYNTER	3204A S LAURENT, VICTORIA, TX 77901	361-575-4000
KEVIN POYNTER	3112 N NAVARRO RD, VICTORIA, TX 77901-3924	361-575-4342
KEVIN POYNTER	2701 HOUSTON HWY, VICTORIA, TX 77901-5740	361-578-4461
BRIAN G ELLIS	765 N MAIN, VIDOR, TX 77662-4535	409-769-7027
JOHN MORIN	600 HEWITT DR, WACO, TX 76712	254-420-4503
JOHN MORIN	913 HEWITT DR, WACO, TX 76712	254-666-5743
JOHN MORIN	3733N 19TH ST, WACO, TX 76708	254-714-1055
JOHN MORIN	906 S 6TH ST, WACO, TX 76703	254-756-0831
JOHN MORIN	1225 N VALLEY MILLS DR, WACO, TX 76710-4427	254-772-2082
JOHN MORIN	4320 FRANKLIN AVE (W*M #939), WACO, TX 76710	254-776-1470
JOHN MORIN	4330 FRANKLIN, WACO, TX 76710	254-776-8406
JOHN MORIN	10200 CHINA SPRING ROAD, WACO, TX 76708	254-836-0600
KAREN LOPEZ MCWILLIAMS	7040 DENTON HWY, WATAUGA, TX 75116-1911	817-427-5743
LAWRENCE K INGRAM	1207 N HWY 77, WAXAHACHIE, TX 75165-5115	972-937-0844
JONATHAN SAVAGE	2407 S MAIN, WEATHERFORD, TX 76086-6141	817-594-6215
DONALD E CLARK ESTATE	1453 W BAY AREA BLVD, WEBSTER, TX 77598-3831	281-338-2077
RACHEL KADES	534 1/2 ELDORADO BLVD, WEBSTER, TX 77598-2202	281-488-3326
WILLIAM S LANG	722 S EAGLE ST, WEIMAR, TX 78962	979-725-1000
RUSSELL W ELLIS	1310 N TEXAS AVE (W*M #1041), WESLACO, TX 78596	956-447-2580
RUSSELL W ELLIS	3318 E BUS HWY 83, WESLACO, TX 78596	956-514-0000
RUSSELL W ELLIS	1025 N TEXAS, WESLACO, TX 78596-4510	956-968-6554
DANIEL CARREON	808 S COLUMBIA DR, WEST COLUMBIA, TX 77486	979-345-3623
JAMES A BENTON	3300 BEE CAVE RD, WESTLAKE, TX 78746	512-327-9480
MICHAEL SCHMID	1404 N RICHMOND, WHARTON, TX 77488-3018	979-532-8884
CAROLYN K WOFFORD-LANGSETH	608 E HWY 80, WHITE OAK, TX 75693	903-295-2944
MARTHA HARTMAN	8540 I-30 W (SATELLITE), WHITE SETTLEMEN, TX 76108	817-246-4609
KEVIN L LILLY	603 HWY 110, WHITEHOUSE, TX 75791	903-839-1123
ROBERT P GALLARDO	871 HWY 377 N, WHITESBORO, TX 76273	903-564-6700
STEVEN D ROETZEL	1317-A N. BRAZOS, WHITNEY, TX 76692	254-694-1114
RICHARD K BOONE	1423 SOUTHWEST PARKWAY, WICHITA FALLS, TX 76302	940-766-2366
RICHARD K BOONE	1412 HOLIDAY ST, WICHITA FALLS, TX 76301-7107	940-767-1339
RICHARD K BOONE	1607 ENTERPRISE, WICHITA FALLS, TX 76306-2401	940-855-6542
MARIA ROBILLARD	3103 KEMP BLVD, WICHITA FALLS, TX 76308-1829	940-691-0525
MARIA ROBILLARD	3130 LAWRENCE RD (WALMART 1148), WICHITA FALLS, TX 76308	940-691-8833
MARIA ROBILLARD	4035 SOUTHWEST PKY, WICHITA FALLS, TX 76308	940-691-8866
KENNETH P KADES	1002 S I 45, WILLIS, TX 77378	936-856-3242
MARTHA HARTMAN	5090 I-H 20 EAST SERVICE ROAD, WILLOW PARK, TX 76008	817-441-7454
ANGELA M MAJORS	45951 IH 10, WINNIE, TX 77665	409-296-9107

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LAURA LATOOF	314 E. COKE ROAD, WINNSBORO, TX 75494	903-342-3165
GERALD S EVELAND	1100 S MAGNOLIA, WOODVILLE, TX 75979	409-283-5855
IGNACIO DE LEON	HWY 83 AT IRENE, ZAPATA, TX 78076	956-765-6700
CORNELIA M KRAMER	406 E STATE, AMERICAN FORK, UT 84003-2559	801-756-5311
ROBERT C SPARRER	949 WEST GRASSLAND DRIVE, AMERICAN FORK, UT 84003	801-492-0260
DAVID M PARRISH	365 W 1400 N, BEAVER, UT 84713-5155	435-438-5500
JERI GARNER COLLINGS	902 S MAIN ST, BRIGHAM CITY, UT 84302-3162	435-723-3624
DAVID M PARRISH	1026 W 200 N, CEDAR CITY, UT 84720-2306	435-586-4700
DAVID M PARRISH	1330 PROVIDENCE CENTER DRIVE, CEDAR CITY, UT 84720	435-865-7881
CORNELIA M KRAMER	10180 N. 4800 WEST STREET, CEDAR HILLS, UT 84062	801-763-1841
BOBBY J ROETZEL	PARRISH LANE & 400 WEST, CENTERVILLE, UT 84014	801-292-0869
BOBBY J ROETZEL	529 N 700 W, CENTERVILLE, UT 84014	801-295-3091
ALLEN N WATSON	691 N MAIN ST, CLEARFIELD, UT 84015-3249	801-774-8925
ALLEN N WATSON	2000 W 1800 N (W*M #5234), CLINTON, UT 84015	801-773-3001
ALLEN N WATSON	1866 NORTH 2000 WEST, CLINTON, UT 84015	801-773-4137
DAVID M PARRISH	290 E MAIN ST, DELTA, UT 84624	435-864-3345
N CLARK STRINGHAM	NEC 12300 SOUTH 300 EAST, DRAPER, UT 84020	801-523-2620
N CLARK STRINGHAM	13628 SOUTH 200 WEST, DRAPER, UT 84020	801-572-5133
AMBER L HOPKINS	549 S MAIN, EPHRAIM, UT 84627	435-283-4915
ALLEN N WATSON	1838 W 2700 N, FARR WEST, UT 84404	801-786-0316
DARRELL TROESTER	534 N HARRISVILLE RD (W*M #2921), HARRISVILLE, UT 84404	801-737-4006
CORNELIA M KRAMER	610 S MAIN ST, HEBER CITY, UT 84032	435-654-5544
ROBERT C SPARRER	5018 WEST 13400 SOUTH, HERRIMAN, UT 84096	801-446-3243
STEVE M HEATON	1180 W STATE ST, HURRICANE, UT 84737	435-635-3188
JERI GARNER COLLINGS	25 S 800 EAST, HYRUM, UT 84319	435-245-0635
ABELARDO MARTINEZ JR.	159 EAST 300 S, KANAB, UT 84741	435-644-5563
BOBBY J ROETZEL	320 W & 200 N, KAYSVILLE, UT 84037	801-547-9470
CHRISTINA E SPARRER-BAER	5400 S 3900 W, KEARNS, UT 84118	801-969-1460
CHRISTINA E SPARRER-BAER	8727 N HWY 40, LAKE POINT, UT 84074	801-250-6872
BOBBY J ROETZEL	W INDUSTRIAL PARK DR (W*M #1699), LAYTON, UT 84041	801-544-8381
ALLEN N WATSON	2080 N MAIN, LAYTON, UT 84041-4942	801-825-1241
JAMES C WATSON	1075 E GENTILE, LAYTON, UT 84041	801-544-0391
JAMES C WATSON	1155 N HILLFIELD RD, LAYTON, UT 84041-4845	801-544-5393
ROBERT C SPARRER	48 S 850 EAST, LEHI, UT 84043	801-766-0701
JERI GARNER COLLINGS	810 N MAIN ST, LOGAN, UT 84321	435-753-3119
WILLIAM R PETERSON	1035 S HWY 89/91, LOGAN, UT 84321	435-755-8060
CHRISTINA E SPARRER-BAER	3540 S 8400 W, MAGNA, UT 84044	801-508-0552
TREVOR ROBERTS	425 W 7200 S, MIDVALE, UT 84047-1040	801-561-0733
N CLARK STRINGHAM	895 E FORT UNION BLVD, MIDVALE, UT 84047-1711	801-566-9972
DOUGLAS R KING	640 S MAIN, MOAB, UT 84532-2926	435-259-8800
N CLARK STRINGHAM	4452 S 300 WEST, MURRAY, UT 84107-2632	801-263-9940
N CLARK STRINGHAM	5875 S STATE ST, MURRAY, UT 84107-6134	801-266-2401
DARRELL TROESTER	2605 N. WASHINGTON, NORTH OGDEN, UT 84414	801-737-4051
SHARI L TROESTER	1111 WASHINGTON BLVD, OGDEN, UT 84404-4950	801-621-1905
CORNELIA M KRAMER	15 N STATE, OREM, UT 84057-5507	801-224-5741
CORNELIA M KRAMER	1140 W 800 N, OREM, UT 84057	801-225-4559
CORNELIA M KRAMER	1265 S SANDHILL RD, OREM, UT 84058	801-226-6938
CORNELIA M KRAMER	1611 N STATE ST, OREM, UT 84057	801-426-5250
ROBERT C SPARRER	1355 S. SANDHILL RD. (W*M #1768), OREM, UT 84058	801-225-2347
MATTHEW A YOUNG	6450 N LANDMARK DR, PARK CITY, UT 84060-5958	435-649-7200
N CLARK STRINGHAM	789 MAIN ST, PAYSON, UT 84651	801-465-4241
CORNELIA M KRAMER	312 E STATE ST, PLEASANT GROVE, UT 84062	801-796-6590
JOHN B HOPKINS	409 E MAIN ST, PRICE, UT 84501	435-637-6825
DENNIS R HALL	211 W 1230 N, PROVO, UT 84604-2546	801-374-6909
BOBBY J ROETZEL	1225 S UNIVERSITY AVE, PROVO, UT 84601-5944	801-373-0370
DAVID M PARRISH	1000 S US HWY 89, RICHFIELD, UT 84701-3101	435-896-8285
BOBBY J ROETZEL	900 RIVERDALE RD (W*M #1708), RIVERDALE, UT 84405	801-393-8559
BOBBY J ROETZEL	909 W RIVERDALE RD, RIVERDALE, UT 84405	801-622-8880
ROBERT C SPARRER	2002 W 12600 S, RIVERTON, UT 84065	801-254-3327
ROBERT C SPARRER	SEC 13400 S 3600W W*M 3620, RIVERTON, UT 84065	801-302-7200
JILL R GOODMAN	621 E 200 NORTH, ROOSEVELT, UT 84066	435-722-5822
ALLEN N WATSON	4070 SOUTH MIDLAND DRIVE, ROY, UT 84067	801-732-1271
ALLEN N WATSON	5413 S 1900 W, ROY, UT 84067-2908	801-825-5513
GREG GRUBER	3289 E VALLEY ST, SALT LAKE CITY, UT 84109-4217	801-487-5615
CORNELIA M KRAMER	3890 S 1100 EAST, SALT LAKE CITY, UT 84115	801-265-9771
CORNELIA M KRAMER	1879 E 4800 S, SALT LAKE CITY, UT 84117-5110	801-277-6639
CORNELIA M KRAMER	210 W 5TH S, SALT LAKE CITY, UT 84106	801-364-1614
CORNELIA M KRAMER	2064 S 300 W, SALT LAKE CITY, UT 84115	801-463-1778
CORNELIA M KRAMER	1533 S STATE ST, SALT LAKE CITY, UT 84115-1610	801-484-7611
CORNELIA M KRAMER	17 E 3300 SOUTH ST, SALT LAKE CITY, UT 84115	801-486-4831
JANE L MCKENZIE	776 NORTH TERMINAL DRIVE, SALT LAKE CITY, UT 84116	801-322-6223
JANE L MCKENZIE	2310 E 2100 S, SALT LAKE CITY, UT 84109-1319	801-467-2311
JANE L MCKENZIE	945 E 2100 S, SALT LAKE CITY, UT 84105	801-484-3382
JANE L MCKENZIE	916 W NORTH TEMPLE, SALT LAKE CITY, UT 84116-3350	801-521-4211
JANE L MCKENZIE	1665 W 700 N, SALT LAKE CITY, UT 84116	801-532-6876
JANE L MCKENZIE	242 S 700 E, SALT LAKE CITY, UT 84102-2106	801-532-9147
BOBBY J ROETZEL	36 SOUTH STATE ST, SPACE 106, SALT LAKE CITY, UT 84111	801-322-5922

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BOBBY J ROETZEL	140 S RIO GRANDE ST SPC #6, SALT LAKE CITY, UT 84111	801-456-0186
CHARLES R SPARRER	1300 S & 300 W (W*M #3589), SALT LAKE CITY, UT 84115	801-466-4730
CHARLES R SPARRER	1655 S REDWOOD RD, SALT LAKE CITY, UT 84104	801-973-0707
N CLARK STRINGHAM	2000 E 7000 SOUTH, SALT LAKE CITY, UT 84121	801-733-9340
TREVOR ROBERTS	9346 S 700 E, SANDY, UT 84070	801-561-1692
N CLARK STRINGHAM	9151 SOUTH QUARRY BEND DRIVE, SANDY, UT 84094	801-566-5432
N CLARK STRINGHAM	10550 S 1300 E, SANDY, UT 84070	801-571-7341
N CLARK STRINGHAM	1896 E 9400 S, SANDY, UT 84092	801-619-0613
ROBERT C SPARRER	173 EAST STATE ROAD 73, SARATOGA SPRINGS, UT 84043	801-768-4477
WILLIAM R PETERSON	180 N MAIN, SMITHFIELD, UT 84318	435-563-3477
ROBERT C SPARRER	10381 S REDWOOD, SOUTH JORDAN, UT 84095	801-253-1491
N CLARK STRINGHAM	11374 SOUTH RIVER HEIGHTS DRIVE, SOUTH JORDAN, UT 84095	801-282-0143
DARRELL TROESTER	5745 SOUTH HARRISON BLVD, SOUTH OGDEN, UT 84403	801-479-4502
DARRELL TROESTER	3875 S WASHINGTON BLVD, SOUTH OGDEN, UT 84401	801-621-1951
N CLARK STRINGHAM	950 E EXPRESSWAY LN, SPANISH FORK, UT 84660-1300	801-798-3217
BOBBY J ROETZEL	1455 N MAIN, SPRINGVILLE, UT 84663	801-491-6652
DAVID M PARRISH	1235 S BLUFF, ST. GEORGE, UT 84770-5249	435-673-1422
DAVID M PARRISH	798 E SAINT GEORGE BLVD, ST. GEORGE, UT 84770	435-673-5938
MARK PARRISH	1911 W SUNSET BLVD, ST. GEORGE, UT 84770	435-688-2199
ALLEN N WATSON	2228 W 1700 SOUTH, SYRACUSE, UT 84075	801-525-0981
ALLEN N WATSON	867 W 1700 S, SYRACUSE, UT 84075	801-775-8259
CHARLES R SPARRER	4217 S REDWOOD RD, TAYLORSVILLE, UT 84123	801-266-9615
ROBERT C SPARRER	5571 S REDWOOD RD, TAYLORSVILLE, UT 84123	801-261-3800
ROBERT C SPARRER	5469 S REDWOOD RD (W*M), TAYLORSVILLE, UT 84123	801-685-2904
CHRISTINA E SPARRER-BAER	970 N MAIN, TOOELE, UT 84074	435-882-3811
JERI GARNER COLLINGS	2300 W MAIN ST, TREMONTON, UT 84337	435-257-6209
JILL R GOODMAN	1050 W HWY 40, VERNAL, UT 84079	435-789-4007
DAVID M PARRISH	W. TELEGRAPH STREET, WASHINGTON CITY, UT 84780	435-652-6100
BOBBY J ROETZEL	500 SOUTH & 500 WEST, WEST BOUNTIFUL, UT 84010	801-292-0426
ALLEN N WATSON	2085 S 1100 W, WEST HAVEN, UT 84401	801-394-9870
CHARLES R SPARRER	9000 S & 1300 W, WEST JORDAN, UT 84095	801-568-5184
ROBERT C SPARRER	3963 W 9000 S, WEST JORDAN, UT 84088	801-282-1700
ROBERT C SPARRER	7671 SOUTH 3800 WEST (W*M #3232), WEST JORDAN, UT 84084	801-282-3903
ROBERT C SPARRER	1780 W 7800 S, WEST JORDAN, UT 84084	801-561-0217
CHRISTINA E SPARRER-BAER	4601 W 6200 S, WEST JORDAN, UT 84188	801-965-6407
CHRISTINA E SPARRER-BAER	3464 W 3500 S, WEST VALLEY, UT 84119	801-969-5192
CHRISTINA E SPARRER-BAER	3200 S 5600 W (WALMART #3568), WEST VALLEY CITY, UT 84128	801-963-1046
CHRISTINA E SPARRER-BAER	3497 S 5600 W, WEST VALLEY CITY, UT 84120-1319	801-965-9058
CHRISTINA E SPARRER-BAER	6200 S 5600 W (W*M #5233), WEST VALLEY CITY, UT 84118	801-968-4411
BOBBY J ROETZEL	610 W 2600 S, WOODS CROSS, UT 84010-8190	801-979-7352
CHARLES T COUGHLIN	478 S BARRE RD, BARRE, VT 05641	802-476-4400
CHARLES T COUGHLIN	1332 US RTE 302, BARRE, VT 05641	802-479-9757
CHARLES T COUGHLIN	112 NORTHSIDE DR, BENNINGTON, VT 05201	802-442-8803
CHARLES T COUGHLIN	228 GROVE ST RTE 7, BRANDON, VT 05733	802-247-4477
PETER NAPOLI	1027 PUTNEY RD, BRATTLEBORO, VT 05301	802-254-8528
PETER NAPOLI	44 S PARK DR, COLCHESTER, VT 05446	802-655-7747
PETER NAPOLI	79 HEINEBERG RD, COLCHESTER, VT 05446	802-863-9707
JAMES BARTLEY	RT 5, DERBY, VT 05829	802-334-7793
PETER NAPOLI	41 JAYVIEW DR, ENOSBURG FALLS, VT 05450	802-933-6633
PETER NAPOLI	71 UPPER MAIN ST, ESSEX, VT 05452	802-879-5300
PETER NAPOLI	106 PEARL ST, ESSEX JUNCTION, VT 05452	802-878-8722
SCOTT AXEL HEARBURG	RT 22A WASHINGTON STREET, FAIR HAVEN, VT 05743	802-265-2028
JAMES BARTLEY	U S RT 5, LYNDONVILLE, VT 05851	802-626-3348
CHARLES T COUGHLIN	RT 11 & 30TH, MANCHESTER, VT 05255	802-362-5170
CHARLES T COUGHLIN	280 COURT ST, MIDDLEBURY, VT 05753	802-388-7177
PETER NAPOLI	5 HAYDENBERRY DR, MILTON, VT 05468	802-893-4260
PETER NAPOLI	105 MORRISVILLE PLZ, MORRISVILLE, VT 05661	802-888-4110
CHARLES T COUGHLIN	ROUTE 66, RANDOLPH, VT 05060	802-728-6261
CHARLES T COUGHLIN	182 SOUTH MAIN ST, RUTLAND, VT 05701	802-773-0720
CHARLES T COUGHLIN	195 WOODSTOCK AVE, RUTLAND, VT 05701	802-775-0267
PETER NAPOLI	155 DORSET ST SOUTH, SOUTH BURLINGTON, VT 05403	802-862-7733
PETER NAPOLI	1205 WILLISTON RD, SOUTH BURLINGTON, VT 05403	802-863-3543
PETER NAPOLI	1125 SHELBURNE RD, SOUTH BURLINGTON, VT 05403	802-864-9322
CHARLES T COUGHLIN	1 CHESTER ROAD, SPRINGFIELD, VT 05156	802-885-3820
PETER NAPOLI	183 SWANTON RD, ST. ALBANS, VT 05478	802-524-3615
JAMES BARTLEY	275 RAILROAD ST ROUTE 5, ST. JOHNSBURY, VT 05819	802-748-8077
PETER NAPOLI	153 FIRST ST, SWANTON, VT 05488	802-868-9044
PETER NAPOLI	45 BESWICK DR, WHITE RIVER JUNCTION, VT 05001	802-295-9816
JESSIE W CARTER	1105 OLD BERRY DR, ABINGDON, VA 24210	276-628-4442
JESSIE W CARTER	525 CUMMINGS ST, ABINGDON, VA 24210	276-628-6242
JESSIE W CARTER	24482 LEE HIGHWAY, ABINGDON, VA 24211	276-676-0242
ANNE H BLAND	4803 LEESBURG PIKE, ALEXANDRIA, VA 22302	703-671-7753
LUIS E GAVIGNANO	1468 N BEAUREGARD ST, ALEXANDRIA, VA 22310	703-379-3806
LUIS C MATEOS	121 W GLEBE RD, ALEXANDRIA, VA 22305	703-549-4429
LUIS C MATEOS	7910 RICHMOND HWY (W*M #2258), ALEXANDRIA, VA 22306	703-619-0524
LUIS C MATEOS	1000 N HENRY, ALEXANDRIA, VA 22202	703-837-8117
RAJESH SAINANI	7580 TELEGRAPH RD, ALEXANDRIA, VA 22315	703-922-4724

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RAJESH SAINANI	5800 KINGSTOWN (W*M #2194), ALEXANDRIA, VA 22310	703-924-1946
ASHLEY WELBURN	5600 FRANCONIA RD, ALEXANDRIA, VA 22310	703-971-8198
CRAIG T WELBURN	6020 ROSE HILL DR, ALEXANDRIA, VA 22310	703-924-1945
THOMAS C ROCK	404 MAIN ST, ALTAVISTA, VA 24517	434-369-5885
DAVID M TRAUB	15175 PATRICK HENRY HWY, AMELIA, VA 23002	804-561-5544
THOMAS C ROCK	135 RICHMOND HWY, AMHERST, VA 24521	434-946-9009
CRAIG T WELBURN	7010 BRADLICK SHOPPING CENTER, ANNANDALE, VA 22003	703-813-6095
FRED E RUSSELL	HWY 460 & COURT ST, APPOMATTOX, VA 24522	434-352-2878
ANNE H BLAND	4238 WILSON BLVD/S120, ARLINGTON, VA 22203	703-525-2980
ISAAC D GREEN	CONCOURSE B, REAGAN NTL AIRPORT, ARLINGTON, VA 22202	703-417-1636
ISAAC D GREEN	2155 CRYSTAL PLAZA ARCADE, ARLINGTON, VA 22202	703-418-0215
ISAAC D GREEN	1100 S HAYES ST, ARLINGTON, VA 22202	703-418-4020
LUIS C MATEOS	1823 N MOORE ST, ARLINGTON, VA 22209	703-528-1259
KYU HYUN RHEE	40 N GLEBE RD, ARLINGTON, VA 22203	703-243-5694
KYUNG B RHEE	5009 WILSON BLVD, ARLINGTON, VA 22203	703-525-0522
RAJESH SAINANI	5005 COLUMBIA PIKE, ARLINGTON, VA 22204-2906	703-820-9042
NEVA VAN VALKENBURG	43210 SOUTHERN WALK PLZ, ASHBURN, VA 20148	703-729-7906
WILLIAM H WASHINGTON, IV	10042 SLIDING HILL RD, ASHLAND, VA 23005	804-550-2906
WILLIAM H WASHINGTON, IV	103 S CARTER RD, ASHLAND, VA 23005	804-798-5809
WILLIAM H WASHINGTON, IV	201 S WASHINGTON HWY, ASHLAND, VA 23005	804-798-6903
MICHAEL K GRIMM	5745 VIRGINIA AVE, BASSETT FORKS, VA 24055	276-629-1796
ROBERT DRUMHELLER	11027 MARSH RD, BEALETON, VA 22712	540-439-9756
THOMAS C ROCK	1128 E LYNCHBURG SALEM TPKE, BEDFORD, VA 24523	540-586-5077
RUSSELL E BURGESS	HWY 23 & 58, BIG STONE GAP, VA 24219	276-523-2820
MICHAEL K GRIMM	110 TURNER ST, BLACKSBURG, VA 24060	540-552-2667
THOMAS C ROCK	303 MAIN ST, BLACKSTONE, VA 23824	434-292-4977
EUGENE FORBES	506 COMMERCE DR, BLUEFIELD, VA 24605	276-322-2947
WILLIAM H WASHINGTON, IV	301 W BROADDUS AVE, BOWLING GREEN, VA 22427	804-633-1212
NICHOLAS J NERANGIS	8152 JOHN MOSBY HWY, BOYCE, VA 22620	540-837-1990
ALPHONSO P BOXLEY III	516 N MAIN, BRIDGEWATER, VA 22812	540-828-3841
JESSIE W CARTER	2065 LEE HWY, BRISTOL, VA 24201	276-466-3522
JESSIE W CARTER	13245 LEE HWY (W*M #2089), BRISTOL, VA 24201	276-669-1587
THOMAS W BAXTER	22492 LANKFORD HWY, CAPE CHARLES, VA 23310	757-331-1855
JAMES R VAN VALKENBURG	5931 FORT DR, CENTREVILLE, VA 20120	703-266-2741
MAX W VAN VALKENBURG	5633 STONE RD, CENTREVILLE, VA 20120	703-815-0480
JAMES R VAN VALKENBURG	4424 BROOKFIELD CORPORATE DR, CHANTILLY, VA 20151	703-661-6434
RICHARD A HENDRICKS	941 EMMETT ST, CHARLOTTESVILLE, VA 22902	434-295-6092
RICHARD A HENDRICKS	1412 SEMINOLE TRL, CHARLOTTESVILLE, VA 22901	434-973-3055
RICHARD A HENDRICKS	3287 WORTH XING, CHARLOTTESVILLE, VA 22911	434-975-1112
RICHARD A HENDRICKS	475 RIDGE-MCINTIRE RD, CHARLOTTESVILLE, VA 23901	434-977-2984
RICHARD HENDRICKS II	1294 STONEY POINT RD, CHARLOTTESVILLE, VA 22911	434-295-6677
THOMAS C ROCK	USHY 29 & 703, CHATHAM, VA 24531	434-432-2966
MICHAEL S CUSTER	1374 S MILITARY HWY, CHESAPEAKE, VA 23320	757-420-8296
MICHAEL S CUSTER	673 N BATTLEFIELD BLVD, CHESAPEAKE, VA 23320	757-436-0341
MICHAEL S CUSTER	401 CENTERVILLE TPKE S, CHESAPEAKE, VA 23322	757-546-0068
MICHAEL S CUSTER	805 VOLVO PKY, CHESAPEAKE, VA 23320	757-547-8850
LEON DICKEY	1401 22ND ST, CHESAPEAKE, VA 23324	757-543-3086
FRANK D HARMON	3350 S MILITARY HWY, CHESAPEAKE, VA 23323	757-487-5474
SHOWANDA R MAYER	3937 PORTSMOUTH BLVD, CHESAPEAKE, VA 23321	757-488-5379
JOHN W MAYER, JR.	209 HILLCREST PARKWAY, CHESAPEAKE, VA 23322	757-488-5379
JOHN W MAYER, JR.	2448 CHESAPEAKE SQ RING RD (W*M #1682), CHESAPEAKE, VA 23321	757-488-8007
GARY H SCHLUEB	400 S BATTLEFIELD BLVD, CHESAPEAKE, VA 23322	757-482-3700
GARY H SCHLUEB	1256 CEDAR RD, CHESAPEAKE, VA 23322	757-547-5434
JAMES WHEELER	3212 WESTERN BRANCH BLVD, CHESAPEAKE, VA 23321	757-484-1356
JACK J POLLARD	12530 JEFFERSON DAVIS, CHESTER, VA 23831	804-748-9328
JACK J POLLARD	10300 IRON BRIDGE RD, CHESTER, VA 23831	804-768-0578
THOMAS COLEMAN BISHOP, JR.	13131 KINGSTON AVE, CHESTERFIELD, VA 23832	804-530-3453
DAVID M TRAUB	14540 HANCOCK VILLAGE STREET, CHESTERFIELD, VA 23832	804-739-6051
JESSIE W CARTER	309 S WHITETOP RD, CHILHOWIE, VA 24319	276-646-2291
THOMAS W BAXTER	7039 MADDOX BLVD, CHINCOTEAGUE, VA 23336	757-336-3644
MICHAEL K GRIMM	1595 N FRANKLIN PLZ, CHRISTIANSBURG, VA 24073	540-382-3477
MICHAEL K GRIMM	2385 ROANOKE ST, CHRISTIANSBURG, VA 24073	540-382-4452
THOMAS C ROCK	200 VIRGINIA AVE, CLARKSVILLE, VA 23927	434-374-0198
ROBERT J ROTH	116 COLLEY SHOPPING CENTER DR., CLINTWOOD, VA 24228	276-926-6983
MICHAEL K GRIMM	2757 S VIRGINIA AVE, COLLINSVILLE, VA 24078	276-647-1947
WILLIAM H WASHINGTON, IV	800 MCKINNEY BLVD, COLONIAL BEACH, VA 22443	804-224-9255
WILLIAM D BARNES, JR.	15700 WOODS EDGE RD, COLONIAL HEIGHTS, VA 23834	804-524-9590
WILLIAM D BARNES, JR.	1101 BOULEVARD, COLONIAL HEIGHTS, VA 23834	804-526-8268
WILLIAM D BARNES, JR.	411 S PARK CIR, COLONIAL HEIGHTS, VA 23834	804-526-8847
THOMAS C ROCK	MALLOW MALL SHOP CNTR, COVINGTON, VA 24426	540-962-5660
ROBERT DRUMHELLER	110 JAMES MADISON, CULPEPER, VA 22701	540-825-5678
WILLARD J BOSTON, III	2700 POTOMAC MILLS CIR #455, DALE CITY, VA 22192	703-491-6048
WILLARD J BOSTON, III	2891 DALE BLVD, DALE CITY, VA 22193	703-680-5311
CRAIG T WELBURN	13698 MAPLEDALE AVE, DALE CITY, VA 22193	703-670-4120
CRAIG T WELBURN	4245 DALE BLVD, DALE CITY, VA 22193	703-680-2994
RON BAILEY, JR.	1463 S BOSTON RD, DANVILLE, VA 24540	434-793-1851
RON BAILEY, JR.	348 OLD RIVERSIDE DR, DANVILLE, VA 24541	434-797-2249

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RON BAILEY, JR.	651 W MAIN ST, DANVILLE, VA 24541	434-799-2690
RON BAILEY, JR.	1435 PINEY FOREST RD, DANVILLE, VA 24540	434-836-4534
FRED E RUSSELL	14009-16 BUCKINGHAM CENTRE, DILLWYN, VA 23936	434-983-2809
MICHAEL K GRIMM	ROUTE 1 BOX 117, DUBLIN, VA 24084	540-674-1722
ROBERT J ROTH	US 23 & US 58, DUFFIELD, VA 24244	276-431-3032
WILLARD J BOSTON, III	18050 TRIANGLE PLAZA, DUMFRIES, VA 22026	703-634-2238
CRAIG T WELBURN	17340 DUMFRIES, DUMFRIES, VA 22026	703-221-8586
ALPHONSO P BOXLEY III	161 W ROCKINGHAM RD, ELKTON, VA 22827	540-298-0450
AL HARRIS	905 MARKET DR, EMPORIA, VA 23847	434-634-9695
THOMAS W BAXTER	4183 LANKFORD HWY, EXMORE, VA 23350	757-442-3534
ANNE H BLAND	4040 GERMANTOWN RD, FAIRFAX, VA 22030	703-352-5264
MICHAEL T BLAND	3951 PICKETT RD, FAIRFAX, VA 22030	703-503-9116
RAJESH SAINANI	10645 BRADDOCK RD, FAIRFAX, VA 22032	703-278-0357
RAJESH SAINANI	10775 LEE HWY, FAIRFAX, VA 22030	703-591-7557
RAJESH SAINANI	9539 BRADDOCK RD, FAIRFAX, VA 22032	703-978-4173
JAMES R VAN VALKENBURG	3924 OLD LEE HWY, FAIRFAX, VA 22030	703-273-7570
JAMES R VAN VALKENBURG	12700 SHOPS LN, FAIRFAX, VA 22033	703-968-3620
MAX W VAN VALKENBURG	3091 NUTLEY ST, FAIRFAX, VA 22031	703-206-9800
MAX W VAN VALKENBURG	3195 OLD LEE HWY, FAIRFAX, VA 22030	703-352-2623
MAX W VAN VALKENBURG	13003 LEE JACKSON, FAIRFAX, VA 22033	703-378-4631
THOMAS C ROCK	44 STERRETT ROAD, FAIRFIELD, VA 24435	540-377-9224
ANNE H BLAND	5603 LEESBURG PIKE, FALLS CHURCH, VA 22041	703-998-6627
RAJESH SAINANI	6729 ARLINGTON BLVD, FALLS CHURCH, VA 22042	703-241-1488
RAJESH SAINANI	7101 LEESBURG PIKE, FALLS CHURCH, VA 22043	703-538-6324
JAMES R VAN VALKENBURG	3009 GALLOWS RD, FALLS CHURCH, VA 22042	703-573-3049
CRAIG T WELBURN	44 STAN STEAD RD, FALMOUTH, VA 22403	540-373-0900
FRED E RUSSELL	306 S MAIN ST, FARMVILLE, VA 23901	434-392-3406
RICHARD A HENDRICKS	715 TINKLING SPRING RD, FISHERSVILLE, VA 22939	540-337-0420
KEYTO A COOPER	17949 FOREST RD, FOREST, VA 24551	434-385-7879
KEYTO A COOPER	14901 FOREST RD, FOREST, VA 24551	434-525-2758
BILL M TAYLOR	1650 ARMORY DR, FRANKLIN, VA 23851	757-562-7822
CRAIG T WELBURN	316 BUTLER RD, FREDERICKSBURG, VA 22405	540-373-3743
CRAIG T WELBURN	1701 CARL D SILVER PKY, FREDERICKSBURG, VA 22401	540-548-1587
CRAIG T WELBURN	1800 CARL D SILVER PARKWAY (W*M #1833), FREDERICKSBURG, VA 22401	540-548-3404
CRAIG T WELBURN	4301 PLANK RD, FREDERICKSBURG, VA 22407	540-785-8532
CRAIG T WELBURN	3102-A PLANK RD, FREDERICKSBURG, VA 22401	540-786-6533
CRAIG T WELBURN	5228 JEFFERSON DAVIS HWY, FREDERICKSBURG, VA 22401	540-898-0344
CRAIG B WELBURN, JR	1212 JEFFERSON DAVIS HWY, FREDERICKSBURG, VA 22401	540-371-4525
CRAIG B WELBURN, JR	2300 PLANK RD, FREDERICKSBURG, VA 22401	540-371-7274
CRAIG B WELBURN, JR	545 FERRY RD, FREDERICKSBURG, VA 22405	540-373-7437
CRAIG B WELBURN, JR	5420 JEFFERSON DAVIS, FREDERICKSBURG, VA 22401	540-891-0142
CRAIG B WELBURN, JR	766 WARRENTON RD, FREDERICKSBURG, VA 22405	540-899-1985
NICHOLAS J NERANGIS, JR.	409 S ST, FRONT ROYAL, VA 22630	540-635-5365
NICHOLAS J NERANGIS, JR.	9846 WINCHE STER ROAD, FRONT ROYAL, VA 22630	540-636-8937
MARK C PAINTER	953 E STUART DR, GALAX, VA 24333	276-236-9791
SUSAN M DURLAK	11311 NUCKOLS RD, GLEN ALLEN, VA 23059	804-346-8744
SUSAN M DURLAK	9751 W BROAD ST, GLEN ALLEN, VA 23060	804-346-9572
SUSAN M DURLAK	11218 W BROAD ST, GLEN ALLEN, VA 23060	804-364-4873
WHITNEY WELSH	10000 BROOK RD, GLEN ALLEN, VA 23060	804-264-1212
JAMES WHEELER	7099 GEORGE WASHINGTON MEMORIAL BLVD, GLOUCESTER, VA 23061	804-694-4810
HERBERT E WILLIAMS, JR.	11445 JAMES MADISON HWY, GORDONSVILLE, VA 22942	434-589-6753
LARRY J MCCARTY	104 VADEN DRIVE, GRETN, VA 24557	434-656-3711
PAUL CHIN	1101 W QUEEN ST, HAMPTON, VA 23669	757-722-1614
PAUL CHIN	4045 W MERCURY BLVD, HAMPTON, VA 23666	757-826-6900
PAUL CHIN	217 FOX HILL RD, HAMPTON, VA 23669	757-848-1031
JENNIFER SMITH	601 ABERDEEN RD, HAMPTON, VA 23661	757-838-1270
JOHN E SMITH	236 S MALLORY ST, HAMPTON, VA 23669	757-723-3656
JOHN E SMITH	30 W MERCURY BLVD, HAMPTON, VA 23669	757-723-6100
JOHN E SMITH	1534 E PEMBROKE AVE, HAMPTON, VA 23669	757-723-7448
JOHN E SMITH	1131 W MERCURY BLVD, HAMPTON, VA 23666	757-826-0690
JOHN E SMITH	1196 BIG BETHEL RD, HAMPTON, VA 23666	757-838-3056
JOHN E SMITH	9 SEMPLE FARM RD, HAMPTON, VA 23666	757-865-0643
ALPHONSO P BOXLEY III	171 BURGESS RD (W*M #1726), HARRISONBURG, VA 22801	540-433-2088
ALPHONSO P BOXLEY III	98 CARLTON ST, HARRISONBURG, VA 22801	540-434-0055
A PRICE BOXLEY IV	2387 S MAIN ST, HARRISONBURG, VA 22801	540-434-6061
A PRICE BOXLEY IV	1091 PORT REPUBLIC RD, HARRISONBURG, VA 22801	540-442-9992
JAMES WHEELER	3192 GEORGE WASHINGTON MEMORIAL HWY, HAYES, VA 23072	804-642-4330
NEVA VAN VALKENBURG	330 ELDEN ST, HERNDON, VA 20170	703-464-5795
MARK C PAINTER	1877 CARROLLTON PIKE, HILLSVILLE, VA 24343	276-728-3384
THOMAS COLEMAN BISHOP	3309 OAKLAWN BLVD, HOPEWELL, VA 23860	804-458-0783
THOMAS COLEMAN BISHOP	5214 OAKLAWN BLVD, HOPEWELL, VA 23860	804-458-4500
WILLIAM H WASHINGTON, IV	VIRGINIA STREET HIGHWAY 3, KILMARNOCK, VA 22482	804-435-2331
WILLIAM H WASHINGTON, IV	5265 JAMES MADISON PKY, KING GEORGE, VA 22485	540-663-2385
MICHAEL L BENNER	12730 HARBOR DR, LAKE RIDGE, VA 22192	703-491-5563
MARK C PAINTER	227 OLD PIPERS GAP ROAD, LAMBSBURG, VA 24351	276-755-3003
AL HARRIS	STATE ROUTE 2 BOX A 1, LAWRENCEVILLE, VA 23868	434-848-0405
EUGENE FORBES	1158 E MAIN STREET, LEBANON, VA 24266	276-889-3726

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
THOMAS C ROCK	62 E MIDLAND TRL, LEXINGTON, VA 24450	540-463-3600
HERBERT E WILLIAMS, JR.	5480 GERMANNA HWY, LOCUST GROVE, VA 22508	540-972-0004
CRAIG B WELBURN, JR.	9398 RICHMOND HWY, LORTON, VA 22079	703-339-1905
HERBERT E WILLIAMS, JR.	RT 33 - MAIN STREET, LOUISA, VA 23093	540-967-2878
THOMAS C ROCK	US 29 BYPASS & CALOHILL, LOVINGSTON, VA 22949	434-263-8066
ROBERT DRUMHELLER	1020 US HIGHWAY 211W, LURAY, VA 22835	540-743-6677
KEYTO A COOPER	4030 WARDS RD, LYNCHBURG, VA 24502	434-239-3257
KEYTO A COOPER	3108 OLD FOREST RD, LYNCHBURG, VA 24501	434-385-7828
TROY A COOPER	2135 WARDS RD, LYNCHBURG, VA 24502	434-239-7852
TROY A COOPER	21047 TIMBERLAKE RD, LYNCHBURG, VA 24502	434-239-8025
TROY A COOPER	2325 MEMORIAL AVE, LYNCHBURG, VA 24501	434-845-5943
HERBERT E WILLIAMS, JR.	RT 29 & 634, MADISON, VA 22727	540-948-9036
FRED E RUSSELL	4971 S. AMHERST HIGHWAY, MADISON HEIGHTS, VA 24504	434-528-5449
JACOB HORST, JR.	9401 LIBERIA AVE (W*M #3573), MANASSAS, VA 20111	703-330-9925
JACOB HORST, JR.	8300 SUDLEY RD, MANASSAS, VA 20110	703-335-2817
JACOB HORST, JR.	8203 SUDLEY RD, MANASSAS, VA 20109	703-368-0777
JAMES R VAN VALKENBURG	8287 SHOPPERS SQ, MANASSAS PARK, VA 20111	703-392-6202
EUGENE FORBES	1120 N MAIN ST, MARION, VA 24354	276-783-7339
JAMES R VAN VALKENBURG	4215 WINCHESTER ROAD, MARSHALL, VA 20115	540-364-2323
MICHAEL K GRIMM	2756 GREENSBORO RD, MARTINSVILLE, VA 24112	276-632-7488
MICHAEL K GRIMM	202 COMMONWEALTH AVE, MARTINSVILLE, VA 24112	276-638-4343
HEATHER CULLEN	RT 2-BOX 428, MAX MEADOWS, VA 24360	276-637-6339
KYUNG B RHEE	7937 L TYSON CENTER MALL #1, MCLEAN, VA 22102	703-448-9594
TIMOTHY CALVIN BISHOP	7059 MECHANICSVILLE PIKE, MECHANICSVILLE, VA 23111	804-746-1747
SUSAN BISHOP ROBERTSON	9145 CHAMBERLAYNE RD, MECHANICSVILLE, VA 23116	804-730-6783
WILLIAM D BARNES, JR.	13170 MIDLOTHIAN TPKE, MIDLOTHIAN, VA 23113	804-794-4925
DAVID M TRAUB	10201 HULL ST RD, MIDLOTHIAN, VA 23112	804-276-3826
DAVID M TRAUB	13011 HULL ST, MIDLOTHIAN, VA 23112	804-744-6710
ALPHONSO P BOXLEY III	995 FREIDENS CHURCH ROAD, MT. CRAWFORD, VA 22841	540-801-8829
ALPHONSO P BOXLEY III	171 W OLD CROSSROAD, NEW MARKET, VA 22844	540-740-8484
CRAIG T WELBURN	8055 ALBAN RD, NEWINGTON, VA 22150	703-912-9684
PAUL CHIN	6100 JEFFERSON AVE, NEWPORT NEWS, VA 23605	757-896-3995
JENNIFER SMITH	2601 JEFFERSON, NEWPORT NEWS, VA 23605	757-380-8735
JENNIFER SMITH	12705 JEFFERSON AVE, NEWPORT NEWS, VA 23602	757-833-3459
JOHN E SMITH	12105 JEFFERSON AVE, NEWPORT NEWS, VA 23602	757-249-1372
JOHN E SMITH	12487 WARWICK BLVD, NEWPORT NEWS, VA 23606	757-591-1808
JOHN E SMITH	652 J CLYDE MORRIS BLVD, NEWPORT NEWS, VA 23601	757-599-3044
JOHN E SMITH	417 DENBIGH BLVD, NEWPORT NEWS, VA 23602	757-874-2233
JOHN E SMITH	15480 WARWICK BLVD, NEWPORT NEWS, VA 23602	757-887-5161
LEON DICKEY	1300 GATOR BLVD, NORFOLK, VA 23521	757-363-8524
LEON DICKEY	8300 HAMPTON BLVD, NORFOLK, VA 23505	757-423-0134
LEON DICKEY	PIER 12, NORFOLK NAVAL STATION, NORFOLK, VA 23511	757-423-0902
LEON DICKEY	4108 HAMPTON BLVD, NORFOLK, VA 23508	757-423-1977
LEON DICKEY	B & 2ND SAINT BLDG CEP202, NORFOLK, VA 23511	757-440-9010
LEON DICKEY	211 E LITTLE CREEK RD, NORFOLK, VA 23505	757-480-3012
LEON DICKEY	1046 CAMPOSTELLA RD, NORFOLK, VA 23523	757-543-0394
LEON DICKEY	1632 E LITTLE CREEK RD, NORFOLK, VA 23518	757-583-2242
LEON DICKEY	9635 DUFFYS LN, NORFOLK, VA 23503	757-583-9015
LEON DICKEY	7900 SHORE DR, NORFOLK, VA 23518	757-587-5240
LEON DICKEY	8402 TIDEWATER DR, NORFOLK, VA 23518	757-588-5675
LEON DICKEY	4125 GRANBY ST, NORFOLK, VA 23504	757-622-4515
LEON DICKEY	3679 SEWELLS POINT RD, NORFOLK, VA 23513	757-857-6561
HUGH FARD	745 N NEWTOWN RD, NORFOLK, VA 23502	757-461-3050
JOHN W MAYER, JR.	2328 E PRINCESS ANNE RD, NORFOLK, VA 23504	757-623-4696
JOHN W MAYER, JR.	400 SAINT PAULS BLVD, NORFOLK, VA 23510	757-625-0096
NORMAN H WILLIAMS	5761 E VIRGINIA BEACH BLVD, NORFOLK, VA 23502	757-461-1770
ROBERT J ROTH	780 COMMONWEALTH DR (W*M #1302), NORTON, VA 24273	276-679-5892
RAJESH SAINANI	2912 CHAINBRIDGE RD, OAKTON, VA 22124	703-319-0617
THOMAS W BAXTER	25297 LANKFORD HWY, ONLEY, VA 23418	757-787-7888
ROBERT DRUMHELLER	10068 JAMES MADISON HWY RTE 29, OPAL, VA 20186	540-439-9715
HERBERT E WILLIAMS, JR.	153 MADISON AVE, ORANGE, VA 22960	540-672-2422
MICHAEL K GRIMM	1801 WENONAH AVENUE, PEARISBURG, VA 24134	540-921-3193
RUSSELL E BURGESS	42357 E MORGAN AVE, PENNINGTON GAP, VA 24277	276-546-4851
THOMAS COLEMAN BISHOP	1206 COURTHOUSE RD, PETERSBURG, VA 23803	804-861-8048
AL HARRIS	4914 BOYDTON PLANK RD, PETERSBURG, VA 23803	804-733-7124
AL HARRIS	2139 S. CRATER ROAD, PETERSBURG, VA 23805	804-861-0655
JOHN E SMITH	431 WYTHE CREEK RD, POQUOSON, VA 23662	757-868-6687
FRANK D HARMON	2000 VICTORY BLVD, PORTSMOUTH, VA 23702	757-487-1958
JOHN W MAYER, JR.	801 LONDON BLVD, PORTSMOUTH, VA 23704	757-393-7945
JOHN W MAYER, JR.	2716 AIRLINE BLVD, PORTSMOUTH, VA 23701	757-488-8186
EUGENE FORBES	HIGHWAY 19-460, POUNDING MILL, VA 24641	276-963-0054
WILLIAM D BARNES, JR.	2544 ANDERSON HWY, POWHATAN, VA 23139	804-598-6289
HEATHER CULLEN	925 E MAIN ST, PULASKI, VA 24301	540-980-8426
WILLARD J BOSTON, III	P O BOX 187 3500 A RUSSELL ROAD, QUANTICO, VA 22134-2200	703-221-0410
TIMOTHY CALVIN BISHOP	2138 POCAHONTAS TRAIL, QUINTON, VA 23141	804-932-4183
MICHAEL K GRIMM	7484 LEE, RADFORD, VA 24141	540-639-6354
EUGENE FORBES	2659 W FRONT STREET, RICHLANDS, VA 24641	276-963-9866

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM D BARNES, JR.	2300 WILLIS RD, RICHMOND, VA 23237	804-271-4593
WILLIAM D BARNES, JR.	6808 MIDLOTHIAN TRNPKE, RICHMOND, VA 23225	804-276-3219
WILLIAM D BARNES, JR.	9210 MIDLOTHIAN PIKE, RICHMOND, VA 23235	804-320-7324
WILLIAM D BARNES, JR.	5925 HOPKINS RD, RICHMOND, VA 23234	804-743-1843
WILLIAM D BARNES, JR.	7400 HULL ST RD, RICHMOND, VA 23235	804-745-2555
SUSAN BISHOP ROBERTSON	4708 WILLIAMSBURG RD, RICHMOND, VA 23231	804-222-2521
SUSAN BISHOP ROBERTSON	4423 S LABURNUN AVE, RICHMOND, VA 23231	804-222-3204
SUSAN BISHOP ROBERTSON	5106 NINE MILE RD, RICHMOND, VA 23223	804-737-4262
SUSAN M DURLAK	7527 STAPLES MILL RD, RICHMOND, VA 23294	804-266-8600
SUSAN M DURLAK	8060 W BROAD ST, RICHMOND, VA 23294	804-270-7918
SUSAN M DURLAK	2501 SHEILA LN (W*M #2821), RICHMOND, VA 23225	804-560-4407
SUSAN M DURLAK	7118 W BROAD ST, RICHMOND, VA 23294	804-672-9461
SUSAN M DURLAK	11280 PATTERSON AVE, RICHMOND, VA 23233	804-740-3094
SUSAN M DURLAK	1778 PARHAM RD, RICHMOND, VA 23294	804-747-1534
SUSAN M DURLAK	11125 MIDLOTHIAN TPKE, RICHMOND, VA 23235	804-794-4005
JOHN HESSIAN III	6850 FOREST HILL AVE, RICHMOND, VA 23225	804-320-9511
JOHN HESSIAN III	9006 HUGUENOT RD, RICHMOND, VA 23235	804-323-4115
COREY R HOLEMAN	2011 CHAMBERLAYNE AVE, RICHMOND, VA 23222	804-321-3405
COREY R HOLEMAN	607 E LABURNUM AVE, RICHMOND, VA 23222	804-329-1237
COURTNEY W HOLEMAN	5602 CHAMBERLAYNE RD, RICHMOND, VA 23227	804-262-8495
COURTNEY W HOLEMAN	2306 AND 2310 MECHANICSVIL TPKE, RICHMOND, VA 23223	804-643-3180
FREDA D THORNTON	2700 W BROAD ST, RICHMOND, VA 23234	804-213-0717
FREDA D THORNTON	8210 BROOK RD, RICHMOND, VA 23227	804-264-3512
FREDA D THORNTON	5520 W BOARD ST, RICHMOND, VA 23230	804-282-7514
FREDA D THORNTON	8975 STAPLES MILL ROAD, RICHMOND, VA 23228	804-672-8198
FREDA D THORNTON	1800 E BROAD ST, RICHMOND, VA 23223	804-783-8152
DAVID M TRAUB	3410 W CARY ST, RICHMOND, VA 23221	804-355-4123
DAVID M TRAUB	4435 COMMERCE RD, RICHMOND, VA 23234	804-743-2906
WILLIAM P WASHINGTON	821 HULL ST, RICHMOND, VA 23224	804-231-3807
WILLIAM P WASHINGTON	4110 HULL ST, RICHMOND, VA 23224	804-233-8449
JOHN B FORD III	701 WILLIAMSON RD, ROANOKE, VA 24016	540-345-2241
JOHN B FORD III	2801 FRANKLIN RD SW, ROANOKE, VA 24014	540-345-4434
MICHAEL K GRIMM	3402 ORANGE AVE, ROANOKE, VA 24012	540-342-3070
MICHAEL K GRIMM	8115 PLANTATION RD, ROANOKE, VA 24019	540-362-7927
MICHAEL K GRIMM	1335 HERSHBURGER RD, ROANOKE, VA 24012	540-362-9417
MICHAEL K GRIMM	2071 ELECTRIC RD, ROANOKE, VA 24018	540-774-5248
MICHAEL K GRIMM	4525 CHALLENGER AVE (W*M #3243), ROANOKE, VA 24019	540-977-9534
LARRY J MCCARTY	970 TANYARD ROAD, ROCKY MOUNT, VA 24151	540-483-0711
RICHARD HENDRICKS II	26 STONE RIDGE DRIVE NORTH, RUCKERSVILLE, VA 22968	434-990-0017
HEATHER CULLEN	4153 BLACKCLICK RD, RURAL RETREAT, VA 24368	276-686-5562
KEYTO A COOPER	11059 WARDS ROAD, RUSTBURG, VA 24588	434-821-3227
WILLIAM H WASHINGTON, IV	I 95 & HWY 207, RUTHER GLEN, VA 22546	804-448-4702
MICHAEL K GRIMM	1203 W MAIN ST, SALEM, VA 24153	540-387-3756
MICHAEL K GRIMM	2072 APPERSON DR, SALEM, VA 24153	540-774-6295
MICHAEL K GRIMM	101 ELECTRIC RD, SALEM, VA 24153	540-986-2015
ALPHONSO P BOXLEY III	603 4TH ST, SHENANDOAH, VA 22849	540-652-2186
AL HARRIS	770 MOORE FERRY ROAD, SKIPPER, VA 23879	434-336-1888
BILL M TAYLOR	1811 S CHURCH ST, SMITHFIELD, VA 23430	757-357-6116
THOMAS C ROCK	HWY 58 & RTE 501, SOUTH BOSTON, VA 24592	434-575-1307
THOMAS C ROCK	RT 501 & CHERRY AVE, SOUTH BOSTON, VA 24592	434-575-5253
AL HARRIS	916 E ATLANTIC ST, SOUTH HILL, VA 23970	434-447-4338
KRISTEN HARRIS	1846 NORTH MECKLENBURG AVENUE, SOUTH HILL, VA 23670	434-447-3725
JAMES R VAN VALKENBURG	43250 DEFENDER DR, SOUTH RIDING, VA 20152	703-327-8449
CRAIG T WELBURN	10607 HILLTOP PLAZA WAY, SPOTSYLVANIA, VA 22553	540-891-7646
JOSEPH E MONTOYA	8976 BURKE LAKE RD, SPRINGFIELD, VA 22003	703-323-6058
RAJESH SAINANI	7116 OLD KEENE MILL RD, SPRINGFIELD, VA 22150	703-913-8018
CRAIG T WELBURN	6220 BACKLICK RD, SPRINGFIELD, VA 22150	703-455-8879
CRAIG T WELBURN	5506 BACKLICK RD, SPRINGFIELD, VA 22151	703-658-0069
CRAIG B WELBURN, JR	7909 ROLLING RD, SPRINGFIELD, VA 22153	703-451-1957
RUSSELL E BURGESS	16393 BUSH PLACE, ST. PAUL, VA 24224	276-762-5017
CRAIG T WELBURN	190 GARRISONVILLE RD, STAFFORD, VA 22554-1522	540-659-5856
CRAIG T WELBURN	893 GARRISONVILLE RD, STAFFORD, VA 22554	540-720-2911
CRAIG B WELBURN, JR	2862 JEFFERSON DAVIS HWY, STAFFORD, VA 22554	540-659-1600
CRAIG B WELBURN, JR	217 GARRISONVILLE RD, STAFFORD, VA 22554	540-659-9179
CRAIG B WELBURN, JR	1150 COURTHOUSE RD, STAFFORD, VA 22554	540-720-5808
RICHARD A HENDRICKS	130 LEE JACKSON, STAUNTON, VA 24401	540-885-1170
RICHARD A HENDRICKS	190 JEFFERSON HIGHWAY, STAUNTON, VA 22401	540-887-3314
NICHOLAS J NERANGIS, JR.	1131 AYLOR RD, STEPHENS CITY, VA 22655	540-869-6474
MAX W VAN VALKENBURG	23500 OVERLAND DRIVE, STERLING, VA 20166	703-661-6494
NEVA VAN VALKENBURG	20880 PIDGEON HILL DR, STERLING, VA 20165	703-421-8845
TERRY W ELLIOTT	33899 OLD VALLEY PIKE, STRASBURG, VA 22657	540-465-2500
BILL M TAYLOR	601 N MAIN ST, SUFFOLK, VA 23434	757-539-0279
BILL M TAYLOR	1513 HOLLAND RD, SUFFOLK, VA 23434	757-934-3903
LESLIE LYNNE WHEELER	6259 COLLEGE DR (W*M #3214), SUFFOLK, VA 23435	757-484-3630
LESLIE LYNNE WHEELER	6201 COLLEGE DR, SUFFOLK, VA 23435	757-638-0414
WILLIAM H WASHINGTON, IV	RT 360/17 ESSEX SQUARE, TAPPAHANNOCK, VA 22560	804-443-4515
EUGENE FORBES	621 TAZEWEILL AVE, TAZEWEILL, VA 24651	276-979-1115

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CRAIG T WELBURN	RT 606 & I-95 / BOX 457, THORNBURG, VA 22565	540-582-2070
TIMOTHY CALVIN BISHOP	9193 BARHAMSVILLE RD, TOANO, VA 23168	757-566-3042
MICHAEL K GRIMM	2554 LEE HWY S, TROUTVILLE, VA 24175	540-992-5540
EUGENE FORBES	US HIGHWAY 460, VANSANT, VA 24656	276-935-4652
RICHARD A HENDRICKS	252 LAUREL HILL RD, VERONA, VA 24482	540-248-4600
RAJESH SAINANI	282 CEDAR LANE, VIENNA, VA 22180	703-876-9239
ROBERT LEWIS	809 HARDY RD, VINTON, VA 24179	540-345-9291
LEON DICKEY	2876 SHORE DR, VIRGINA BEACH, VA 23451	757-481-4578
PAUL W SMITH	601 1ST COLONIAL RD, VIRGINA BEACH, VA 23454	757-425-9416
MICHAEL S CUSTER	6680 INDIAN RIVER RD, VIRGINIA BEACH, VA 23462	757-420-6804
HUGH FARD	701 CHIMNEY HILL PKY, VIRGINIA BEACH, VA 23462	757-340-6335
HUGH FARD	5349 INDIAN RIVER RD, VIRGINIA BEACH, VA 23464	757-420-1930
HUGH FARD	2432 PRINCESS ANNE RD, VIRGINIA BEACH, VA 23456	757-430-1106
HUGH FARD	5833 NORTHAMPTON BLVD, VIRGINIA BEACH, VA 23455	757-460-0241
HUGH FARD	3736 VIRGINIA BEACH BLVD, VIRGINIA BEACH, VA 23452	757-463-4679
HUGH FARD	5236 PROVIDENCE RD, VIRGINIA BEACH, VA 23464	757-467-0081
HUGH FARD	2037 LYNNHAVEN PKY, VIRGINIA BEACH, VA 23456	757-471-8816
HUGH FARD	1828 KEMPSVILLE RD, VIRGINIA BEACH, VA 23464	757-479-1008
HUGH FARD	4696 BONNEY RD, VIRGINIA BEACH, VA 23452	757-497-2700
HUGH FARD	2800 S LYNNHAVEN RD, VIRGINIA BEACH, VA 23452	757-498-3236
HUGH FARD	773 LYNNHAVEN PKWY, VIRGINIA BEACH, VA 23452	757-689-2402
GARY H SCHLUEB	4608 HAYGOOD RD, VIRGINIA BEACH, VA 23455	757-464-0802
PAUL W SMITH	300 21ST ST, VIRGINIA BEACH, VA 23458	757-422-4080
PAUL W SMITH	2097 GENERAL BOOTH BLVD, VIRGINIA BEACH, VA 23454	757-427-2621
PAUL W SMITH	404 BIRDNECK RD, VIRGINIA BEACH, VA 23451	757-437-7297
JENNIFER S YAW	908 GENERAL BOOTH BLVD, VIRGINIA BEACH, VA 23451	757-422-5879
ROBERT DRUMHELLER	351 BROADVIEW AVE, WARRENTON, VA 20186	540-347-7888
WILLIAM H WASHINGTON, IV	4188 RICHMOND RD, WARSAW, VA 22572	804-333-9689
THOMAS COLEMAN BISHOP	104 N COUNTY DR, WAVERLY, VA 23890	804-834-2964
A PRICE BOXLEY IV	720 TOWN CENTER DRIVE, WAYNESBORO, VA 22980	540-943-8525
RICHARD A HENDRICKS	1501 W MAIN ST, WAYNESBORO, VA 22980	540-943-3949
RICHARD A HENDRICKS	116 LUCY LANE (W*M #5117), WAYNESBORO, VA 22980	540-949-4920
TIMOTHY CALVIN BISHOP	432 14TH STREET, WEST POINT, VA 23181	804-843-4139
SCOTT R FLOEGEL	1620 RICHMOND RD, WILLIAMSBURG, VA 23185	757-220-2026
SCOTT R FLOEGEL	4521 JOHN TYLER HWY, WILLIAMSBURG, VA 23185	757-253-2088
SCOTT R FLOEGEL	731 ROCHAMBEAU RD (W*M #3219), WILLIAMSBURG, VA 23188	757-259-0721
SCOTT R FLOEGEL	6473 RICHMOND RD, WILLIAMSBURG, VA 23188	757-565-1532
FRANK D HARMON	329 2ND ST, WILLIAMSBURG, VA 23185	757-220-0630
FRANK D HARMON	1901 POCOHANTAS TRL, WILLIAMSBURG, VA 23185	757-229-5030
NICHOLAS J NERANGIS	1887 AMHERST ST, WINCHESTER, VA 22601	540-662-9775
NICHOLAS J NERANGIS	2350 PLEASANT VALLEY RD, WINCHESTER, VA 22601	540-665-2316
NICHOLAS J NERANGIS	6 VALLEY AVE, WINCHESTER, VA 22601	540-667-0033
NICHOLAS J NERANGIS, JR.	111 MERCHANT ST., WINCHESTER, VA 22601	540-545-8657
NICHOLAS J NERANGIS, JR.	250 RIVENDELL CT, WINCHESTER, VA 22603	540-665-9645
NICHOLAS J NERANGIS, JR.	1124 BERRYVILLE AVE, WINCHESTER, VA 22601	540-667-1435
NICHOLAS J NERANGIS, JR.	1801 PLEASANT VALLEY RD, WINCHESTER, VA 22601	540-667-1666
NICHOLAS J NERANGIS, JR.	222 GROCERY AVE, WINCHESTER, VA 22602	540-722-6155
NICHOLAS J NERANGIS, JR.	210 KERNSTOWN COMMONS BOULEVARD, WINCHESTER, VA 22602	540-868-0126
ROBERT J ROTH	106 WOODLAND DR, WISE, VA 24293	276-328-2829
MICHAEL L BENNER	1480 OLD BRIDGE RD, WOODBRIDGE, VA 22192	703-491-7590
MICHAEL L BENNER	13840 NOBLEWOOD PLZ, WOODBRIDGE, VA 22193	703-670-6203
WILLARD J BOSTON, III	13010 WORTH AVE, WOODBRIDGE, VA 22192	703-490-3720
WILLARD J BOSTON, III	14362 GIDEON DR, WOODBRIDGE, VA 22193	703-490-6691
WILLARD J BOSTON, III	13707 JEFFERSON DAVIS HWY, WOODBRIDGE, VA 22191	703-494-8700
CRAIG T WELBURN	14591 JEFFERSON DAVIS HWY, WOODBRIDGE, VA 22191	703-494-6444
CRAIG T WELBURN	4309 MERCHANT PLZ, WOODBRIDGE, VA 22192-5090	703-878-4146
ALPHONSO P BOXLEY III	335 W RESERVOIR ST, WOODSTOCK, VA 22664	540-459-5301
HEATHER CULLEN	1195 N 4TH ST, WYTHEVILLE, VA 24382	276-228-5714
JOHN E SMITH	2635 GEORGE WASHINGTON MEMORIAL HWY, YORKTOWN, VA 23693	757-867-6228
JAMES WHEELER	8129 GEO WASHNGTN HWY, YORKTOWN, VA 23692	757-898-9833
JULIANNE HANNER	909 E WISHKAH (W*M #2037), ABERDEEN, WA 98521	360-533-1533
JULIANNE HANNER	1101 E WISHKAH ST, ABERDEEN, WA 98520-4222	360-533-6616
CORY M RAY	W 12002 SUNSET HWY, AIRWAY HEIGHTS, WA 99001	509-244-2092
BARBARA JOHNSON	3529 172ND ST NE, ARLINGTON, WA 98223-8758	360-658-7337
WILLIAM K CHO	1400 LAKE TAPPS WAY, AUBURN, WA 98092	253-288-0108
WILLIAM K CHO	1304 SUPERMALL WAY SW, AUBURN, WA 98001	253-288-9600
WILLIAM K CHO	3920 A ST SE, AUBURN, WA 98002	253-833-3305
STANLEY C PENNOCK	1531 AUBURN WAY N, AUBURN, WA 98002-3307	253-833-8011
STANLEY C PENNOCK	702 AUBURN WAY S, AUBURN, WA 98002-6029	253-833-9458
BRIAN M BEAULAURIER	501 HIGH SCHOOL RD NE, BAINBRIDGE ISLAND, WA 98110-1622	206-842-1290
MATTHEW J HADWIN	515 W MAIN ST, BATTLE GROUND, WA 98604	360-687-9666
BRIAN M BEAULAURIER	NE 24200 STATE ROUTE 3, BELFAIR, WA 98528-9626	360-275-9293
RAMON GOMEZ	4056 FACTORIA BLVD, BELLEVUE, WA 98006	425-641-0464
RAMON GOMEZ	1401 156TH AVE NE, BELLEVUE, WA 98004	425-746-3432
M DAVID JR SANTILLANES	169 BELLEVUE SQ, BELLEVUE, WA 98004	425-462-0103
M DAVID JR SANTILLANES	3239 156TH AVE SE, BELLEVUE, WA 98007-6528	425-641-5181
JIM D CAMPBELL	101 W TELEGRAPH RD, BELLINGHAM, WA 98226-5560	360-647-1828

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JIM D CAMPBELL	4420 MERIDIAN (WALMART #2450), BELLINGHAM, WA 98226	360-671-1129
JIM D CAMPBELL	112 SAMISH WAY, BELLINGHAM, WA 98225	360-676-9833
JIM D CAMPBELL	2433 E. BAKERVIEW ROAD, BELLINGHAM, WA 98226	360-733-3267
JIM D CAMPBELL	502 BELLIS FAIR PKY, BELLINGHAM, WA 98226	360-734-0603
JIM D CAMPBELL	1914 KING ST, BELLINGHAM, WA 98225-4237	360-734-6890
DANIEL JASON BUSTOS	910 W STEUBEN, BINGEN, WA 98605	509-493-1119
ALEX MEDEIROS	19205 SR 410 EAST (WM 5041), BONNEY LAKE, WA 98391	253-862-4232
ALEX MEDEIROS	21007 HWY 410, BONNEY LAKE, WA 98390	253-891-1538
LEONARD P GIANNOLA	7234 BOTHELL WAY, BOTHELL, WA 98011-3518	425-485-5535
DENNIS W MORRIS	22110 17TH AVE SE, BOTHELL, WA 98021-7402	425-486-8584
BRIAN M BEAULAUER	3580 WHEATON WAY, BREMERTON, WA 98310-3545	360-377-4008
BRIAN M BEAULAUER	3426 KITSAP WAY, BREMERTON, WA 98312-2861	360-479-3314
BRIAN M BEAULAUER	120 DEWY ST BLDG 1019, BREMERTON, WA 98314	360-479-6416
BRIAN M BEAULAUER	6755 SR 303 NE, BREMERTON, WA 98311	360-613-4130
CHARLES HILLIS	715 HWY 97, BREWSTER, WA 98812	509-689-4027
ROBERT J COMISKEY	15620 1ST AVE S, BURIEN, WA 98148-1209	206-243-9988
ROBERT J COMISKEY	1516 SW 114TH STREET, BURIEN, WA 98146-3550	206-248-3072
BARBARA JOHNSON	2034 MARKETPLACE DR, BURLINGTON, WA 98233-3207	360-757-2857
MATTHEW J HADWIN	3354 NE 3RD AVE, CAMAS, WA 98607-2436	360-835-8958
SHARI L NIXON	1201 LUM RD, CENTRALIA, WA 98531-1847	360-736-0663
SHARI L NIXON	15 NE MEDIAN, CHEHALIS, WA 98532	360-748-6107
SHARI L NIXON	1601 NW LOUISIANA (W*M #2249), CHEHALIS, WA 98532	360-748-6238
SHARI L NIXON	120 KIRKLAND RD, CHEHALIS, WA 98532-8724	360-748-6922
SHARI L NIXON	1400 NW LOUISIANA AVE., CHEHALIS, WA 98532	360-748-6945
CORY M RAY	2324 1ST ST, CHENEY, WA 99004	509-235-5025
RICHARD R BOSIN	501 S PARK ST, CHEWELAH, WA 99109	509-935-6800
DAVID R KEIL	350 BRIDGE ST, CLARKSTON, WA 99403-1929	509-758-9603
GREGORY B LURING	702 WEST FIRST STREET, CLE ELUM, WA 98922	509-674-2005
RICHARD R BOSIN	1103 S MAIN, COLVILLE, WA 99114-9503	509-684-6667
MARK J RAY	S 900 MAIN AVE, DEER PARK, WA 99006	509-276-5833
JOYCE M OUBRE	1565 WILMINGTON DRIVE, DUPONT, WA 98327	253-964-2017
CHARLES HILLIS	201 VALLEY MALL PARKWAY, SUITE 1, EAST WENATCHEE, WA 98802-5321	509-884-6659
KATHI BARSAMIAN MONCRIEF	10124 EDMONDS WAY, EDMONDS, WA 98020-5130	425-778-3343
ALEFA ESERJOSE	21420 HWY 99, EDMONDS, WA 98026	425-670-8467
GREGORY B LURING	1304 CANYON RD, ELLENSBURG, WA 98926	509-925-6101
ALEX MEDEIROS	110 ROOSEVELT AVE E, ENUMCLAW, WA 98022-8214	360-825-4040
CHARLES HILLIS	1010 BASIN ST SW, EPHRATA, WA 98823-2078	509-754-4915
RAMON GOMEZ	316 S EVERETT MALL WAY, EVERETT, WA 98204-2782	425-347-8599
HYUNG ZUP AHN	27515 PACIFIC HWY S, FEDERAL WAY, WA 98003	253-529-3982
WILLIAM K CHO	34814 PACIFIC HWY S., FEDERAL WAY, WA 98003	253-838-3896
WILLIAM K CHO	2302 S 320TH ST, FEDERAL WAY, WA 98003	253-941-3210
WILLIAM K CHO	1900 S 314TH ST (W*M #2571), FEDERAL WAY, WA 98003	253-945-1027
JIM D CAMPBELL	1688 MAIN ST, FERNDALE, WA 98248	360-380-5727
WILLIAM K CHO	1737 51ST AVE E, FIFE, WA 98424	253-922-8535
EDWARD J MAHER	5050 BORGES BLVD, GIG HARBOR, WA 98332	253-851-4993
EDWARD J MAHER	5500 OLYMPIC DRIVE, GIG HARBOR, WA 98335-3638	253-858-3555
DANIEL JASON BUSTOS	912 SIMCOE RD, GOLDENDALE, WA 98620	509-773-5631
ALEFA ESERJOSE	502 W STANLEY ST, GRANITE FALLS, WA 98252	360-691-3844
JULIANNE HANNER	2501 SIMPSON AVENUE, HOQUIAM, WA 98550-3932	360-532-6020
ALAN J FINKELSTEIN	1305 NW GILMAN BLVD, ISSAQUAH, WA 98027-5308	425-392-5674
MATTHEW J HADWIN	300 KELSO DR, KELSO, WA 98626-3111	360-636-1340
LEE ADAMS	2700 S QUILLAN, KENNEWICK, WA 99337	509-585-1104
LEE ADAMS	2721 W KENNEWICK AVE, KENNEWICK, WA 99336-3122	509-586-9150
LEE ADAMS	7505 W CLEARWATER, KENNEWICK, WA 99336-1642	509-735-1192
LEE ADAMS	1409 N KELLOGG ST, KENNEWICK, WA 99336-7691	509-783-3718
LEE ADAMS	1922 N STEPTOE, KENNEWICK, WA 99336	509-783-6328
ALAN J FINKELSTEIN	8320 S 212TH ST, KENT, WA 98032-1927	253-872-9588
BRIAN M BEAULAUER	10977 NE STHY 104, KINGSTON, WA 98346-9405	360-297-4350
LEONARD P GIANNOLA	12440 NE 144TH, KIRKLAND, WA 98034	425-820-9481
LEONARD P GIANNOLA	8515 124TH AVE NE, KIRKLAND, WA 98033-5857	425-822-3366
LEONARD P GIANNOLA	12514 116TH AVE NE, KIRKLAND, WA 98034-4313	425-823-4404
LEONARD P GIANNOLA	13636 100TH AVE NE, KIRKLAND, WA 98033	425-823-8731
KIMBERLY ANDERSEN-PRESTO	6000 PACIFIC AVE SE, LACEY, WA 98503	360-456-6961
JOYCE M OUBRE	7413 CUSTER ROAD SW, LAKEWOOD, WA 98467	253-471-8613
JOYCE M OUBRE	8201 STEILACOOM BLVD SW, LAKEWOOD, WA 98498-6156	253-582-3540
CHARLES HILLIS	1250 HWY 2, LEAVENWORTH, WA 98826	509-548-3502
MARK J RAY	1306 N LIBERTY LAKE RD, LIBERTY LAKE, WA 99019	509-891-8015
TODD TOBEY	100 16TH ST SE, LONG BEACH, WA 98631	360-642-8212
DAVID E STOLLER	2196 38TH AVE, LONGVIEW, WA 98632	360-578-2499
DAVID E STOLLER	729 OCEAN BEACH HIGHWAY, LONGVIEW, WA 98632	360-636-0820
JIM D CAMPBELL	8106 GUIDE MERIDIAN RD, LYNDEEN, WA 98264	360-354-4004
ALEFA ESERJOSE	14923 HWY 99, LYNNWOOD, WA 98037-2315	425-743-3560
ALEFA ESERJOSE	19808 44TH AVE W, LYNNWOOD, WA 98036	425-774-3629
LEONARD P GIANNOLA	1400 164TH ST SW (W*M #2594), LYNNWOOD, WA 98037-8515	425-741-9559
LEONARD P GIANNOLA	17531 HWY 99, LYNNWOOD, WA 98037	425-787-5388
ALAN J FINKELSTEIN	26924 MAPLE VALLEY HWY, MAPLE VALLEY, WA 98051	425-413-7031
ALAN J FINKELSTEIN	23225 MAPLE VALLEY HWY, MAPLE VALLEY, WA 98038-8248	425-432-2863

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KATHI BARSAMIAN MONCRIEF	10510 QUIL CEDA BLVD, MARYSVILLE, WA 98271	360-654-2964
KATHI BARSAMIAN MONCRIEF	8924 QUIL CEDA BLVD(WALMART), MARYSVILLE, WA 98271	360-659-1217
MARK J RAY	14118 N NEWPORT HWY, MEAD, WA 99021	509-464-1555
ALEFA ESERJOSE	2807 78TH ST SE, MERCER ISLAND, WA 98040-2818	206-232-9175
DENNIS W MORRIS	3316 132ND ST SE, MILL CREEK, WA 98012-5654	425-337-0470
DENNIS W MORRIS	16320 BOTHELL EVERETT HWY, MILL CREEK, WA 98012	425-745-6650
ALEX MEDEIROS	620 MERIDIAN E, MILTON, WA 98354	253-942-9177
DENNIS W MORRIS	13885 FRYELANDS BLVD, MONROE, WA 98272	360-805-8905
LAUREN MORRIS	19515 STHY 2, MONROE, WA 98272-1535	360-794-4200
JOHN M MILLS	1795 KITTLESON RD, MOSES LAKE, WA 98837	509-766-7593
JOHN S MILLS	825 N STRATFORD RD., MOSES LAKE, WA 98837-1511	509-766-6390
BARBARA JOHNSON	2200 E COLLEGE WAY, MOUNT VERNON, WA 98273-5866	360-424-5230
RAMON GOMEZ	3717 HARBOUR POINTE BLVD SW, MUKILTEO, WA 98275	425-355-8444
RAMON GOMEZ	13049 SE 69TH WAY, NEWCASTLE, WA 98055	425-226-1804
TIM SKUBITZ	422 N NEWPORT AVE, NEWPORT, WA 99156	509-447-0420
BARBARA JOHNSON	100 CHARLES PORTER AVE, OAK HARBOR, WA 98277	360-675-3612
BARBARA JOHNSON	841 NE MIDWAY BLVD, OAK HARBOR, WA 98277	360-675-5080
JULIANNE HANNER	701 POINT BROWNE AVE NW, OCEAN SHORES, WA 98569	360-289-8672
KIMBERLY ANDERSEN-PRESTO	2611 W HARRISON, OLYMPIA, WA 98503	360-357-4445
KIMBERLY ANDERSEN-PRESTO	715 PLUM ST SE, OLYMPIA, WA 98501	360-754-5880
CHARLES HILLIS	901 ENGH RD, OMAK, WA 98841-9473	509-826-2306
ALEX MEDEIROS	321 WASHINGTON AVE N, ORTING, WA 98360	360-893-3334
FERNANDO MORENO	445 E MAIN ST, OTHELLO, WA 99344-1146	509-488-0721
LEE ADAMS	4810 RD 68, PASCO, WA 99301	509-547-2553
LEE ADAMS	2202 W COURT ST, PASCO, WA 99301-3937	509-547-8243
BRIAN M BEAULAUER	1706 E FRONT, PORT ANGELES, WA 98362-4929	360-457-8090
BRIAN M BEAULAUER	4225 SE MILE HILL DR, PORT ORCHARD, WA 98366-3920	360-871-5222
BRIAN M BEAULAUER	233 BRAVO TER, PORT ORCHARD, WA 98367-9375	360-876-8789
BRIAN M BEAULAUER	310 SIMS WAY, PORT TOWNSEND, WA 98368-1830	360-385-0244
BRIAN M BEAULAUER	20533 VIKING AVE NW, POULSBORO, WA 98370-9442	360-697-2300
LEE ADAMS	103 MERLOT DR, PROSSER, WA 99350-9500	509-786-7222
ALBERT F ENG	400 STADIUM WAY N, PULLMAN, WA 99163	509-332-8819
DAVID R KEIL	1620 GRAND AVE S, PULLMAN, WA 99163-4905	509-332-6725
ROBIN E TOSH	804 S HILL PARK DR, PUYALLUP, WA 98373	253-435-0807
ROBIN E TOSH	310 31ST AVE SE (W*M #2403), PUYALLUP, WA 98374	253-840-3051
CHARLES HILLIS	24 F ST SW, QUINCY, WA 98848	509-787-4033
JULIANNE HANNER	100 WILLAPA PLACE, RAYMOND, WA 98577	360-942-5800
LEONARD P GIANNOLA	23545 NE NOVELTY HILL RD, REDMOND, WA 98053-5500	425-836-4509
LEONARD P GIANNOLA	1705 NE 44TH, RENTON, WA 98056	425-235-8969
LEONARD P GIANNOLA	4411 NE SUNSET BLVD, RENTON, WA 98056	425-271-6551
RAMON GOMEZ	3209 NE 4TH, RENTON, WA 98056	425-255-5334
LEE ADAMS	2751 QUEENSGATE DRIVE, RICHLAND, WA 99352	509-628-9410
LEE ADAMS	101 D WELLSIAN WAY, RICHLAND, WA 99352-4150	509-943-5101
LEE ADAMS	325 TORBETT, RICHLAND, WA 99352	509-946-4061
JOHN M MILLS	101 W GALBREATH WAY, RITZVILLE, WA 99169	509-659-4770
SHARI L NIXON	19704 OLD HWY 99, ROCHESTER, WA 98579	360-273-6500
ALAN J FINKELSTEIN	615 228TH AVE NE, SAMMAMISH, WA 98074	425-868-5723
ALIA C ABBOD	6145 4TH AVE S, SEATTLE, WA 98108-3216	206-762-2686
ALIA C ABBOD	9610 DES MOINES MEMORIAL DR S, SEATTLE, WA 98108-5032	206-762-9445
ALIA C ABBOD	3003 CALIFORNIA AVE SW, SEATTLE, WA 98116-3301	206-932-2216
ALIA C ABBOD	6546 CALIFORNIA AVE SW, SEATTLE, WA 98136-1834	206-937-1361
LEONARD P GIANNOLA	2147 NORTHGATE WAY, SEATTLE, WA 98133-9006	206-367-8899
LEONARD P GIANNOLA	5146 25TH AVE NE, SEATTLE, WA 98105-4121	206-522-0265
LEONARD P GIANNOLA	801 ALASKAN WAY, SEATTLE, WA 98104	206-622-0365
LEONARD P GIANNOLA	9000 HOLMAN RD NW, SEATTLE, WA 98117	206-783-7736
RAMON GOMEZ	1950 6TH AVE, SEATTLE, WA 98101-1218	206-374-9596
RAMON GOMEZ	1601 5TH AVE SPC 353 (SATELLITE), SEATTLE, WA 98101	206-447-9822
M DAVID JR SANTILLANES	2336 25TH AVE S, SEATTLE, WA 98144-5337	206-324-0834
M DAVID JR SANTILLANES	222 5TH AVE N, SEATTLE, WA 98109-5001	206-443-9275
M DAVID JR SANTILLANES	1122 MADISON ST, SEATTLE, WA 98104-1335	206-622-1280
M DAVID JR SANTILLANES	2401 4TH AVE S, SEATTLE, WA 98134-1925	206-682-2083
M DAVID JR SANTILLANES	6305 MARTIN LUTHER KING JR WAY S, SEATTLE, WA 98118	206-725-0302
M DAVID JR SANTILLANES	9304 RAINIER AVE S, SEATTLE, WA 98118-5502	206-725-6181
M DAVID JR SANTILLANES	5400 14TH AVE NW, SEATTLE, WA 98107-3733	206-782-5787
M DAVID JR SANTILLANES	1530 3RD AVE, SEATTLE, WA 98101-1612	206-957-2295
BARBARA JOHNSON	1017 HODGIN STREET, SEDRO WOOLLEY, WA 98284	360-856-2822
GREGORY B LURING	499 S 1ST ST, SELAH, WA 98942	509-697-9787
BRIAN M BEAULAUER	107 S 7TH AVE, SEQUIM, WA 98382-3602	360-683-4192
SHARI L NIXON	2507 OLYMPIC HWY N, SHELTON, WA 98584-2935	360-426-4080
SHARI L NIXON	100 E WALLACE KNEELAND BLVD (W*M 2121), SHELTON, WA 98584	360-426-6759
KATHI BARSAMIAN MONCRIEF	15201 AURORA AVE N, SHORELINE, WA 98133-6123	206-362-4560
LEONARD P GIANNOLA	14507 BOTHELL WAY NE, SHORELINE, WA 98155-7605	206-365-9020
BRIAN M BEAULAUER	2904 PAMPANA ST, SILVERDALE, WA 98315	360-697-4012
KARRIE PARKER	10444 SILVERDALE WAY NW, SILVERDALE, WA 98383-9411	360-692-6963
ALEFA ESERJOSE	917 AVE D, SNOHOMISH, WA 98290-2336	360-568-9400
LEONARD P GIANNOLA	17422 HWY 9 SE, SNOHOMISH, WA 98296	425-482-1608
CORY M RAY	4647 S REGAL ST, SPOKANE, WA 99203	509-443-0895

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CORY M RAY	W 517 THIRD AVENUE, SPOKANE, WA 99204	509-455-7911
CORY M RAY	10511 W. AERO ROAD, SPOKANE, WA 99224	509-456-4226
CORY M RAY	E 2903 29TH AVENUE, SPOKANE, WA 99223	509-535-5698
CORY M RAY	404 S MAPLE, SPOKANE, WA 99202	509-624-3120
MARK J RAY	1818 N MONROE, SPOKANE, WA 99205-4528	509-325-3887
MARK J RAY	N 6321 MONROE, SPOKANE, WA 99208	509-328-7716
MARK J RAY	N 4436 DIVISION STREET, SPOKANE, WA 99207-1503	509-484-4666
MARK J RAY	3416 N. MARKET ST, SPOKANE, WA 99217	509-489-9723
MARK J RAY	SOUTH 15 HAVANA, SPOKANE, WA 99202	509-535-0877
MARK J RAY	2301 W WELLESLEY AVE (W*M #2865), SPOKANE, WA 99205	509-570-0056
MARK J RAY	3530 N SULLIVAN RD, SPOKANE, WA 99216	509-892-4075
MARK J RAY	10516 E SPRAGUE, SPOKANE, WA 99202	509-924-2929
MARK J RAY	N2222 ARGONNE ROAD, SPOKANE, WA 99212-2337	509-926-4490
MATTHEW P RAY	W 2211 WELLESLEY AVENUE, SPOKANE, WA 99205	509-327-3132
MATTHEW P RAY	N 9305 NEWPORT HIGHWAY, SPOKANE, WA 99212	509-466-6950
TIM SKUBITZ	8827 NORTH INDIAN TRAIL ROAD, SPOKANE, WA 99208	509-467-8811
BARBARA JOHNSON	26713 72ND AVE NW, STANWOOD, WA 98292-9387	360-629-9787
DENNIS W MORRIS	33901 STATE RTE 2, SULTAN, WA 98294	360-799-1134
ALEX MEDEIROS	1906 MAIN ST, SUMNER, WA 98390-1820	253-891-0198
GREGORY B LURING	2200 YAKIMA VALLEY HWY, SUNNYSIDE, WA 98944-1282	509-837-5066
EDWARD J MAHER	802 TACOMA AVE S, TACOMA, WA 98402-2204	253-272-4942
EDWARD J MAHER	6311 6TH AVE, TACOMA, WA 98406-2021	253-565-3827
PATRICK MAHER	4814 CENTER ST, TACOMA, WA 98466	253-460-1069
PATRICK MAHER	4502 SOUTH STEELE ST #VC103, TACOMA, WA 98409	253-472-6993
JOYCE M OUBRE	11012 PACIFIC AVE, TACOMA, WA 98444	253-531-4132
GREGORY B LURING	739 W 1ST AVE, TOPPENISH, WA 98948-1186	509-865-3771
ROBERT J COMISKEY	15210 PACIFIC HWY W, TUKWILA, WA 98188-2246	206-241-1177
LAURIE BERRYMAN	5601 CAPITOL BLVD, TUMWATER, WA 98501	360-754-0691
LAURIE BERRYMAN	2430 93RD AVE. SW, TUMWATER, WA 98512	360-918-0206
GREGORY B LURING	2326 S 1ST ST, UNION GAP, WA 98903	509-248-4335
EDWARD J MAHER	3802 BRIDGEPORT WAY W, UNIVERSITY PLACE, WA 98466-4416	253-565-0747
PATRICK MAHER	6700 19TH ST W, UNIVERSITY PLACE, WA 98466	253-564-7889
MATTHEW J HADWIN	5517 NE GHER RD, VANCOUVER, WA 98684	360-253-8264
MATTHEW J HADWIN	405 SE 131ST AVE, VANCOUVER, WA 98684-4000	360-253-9870
MATTHEW J HADWIN	430 SE 192ND AVE. (W/M #5462), VANCOUVER, WA 98683	360-256-3363
MATTHEW J HADWIN	5001 NE THURSTON #269, VANCOUVER, WA 98662	360-256-7733
MATTHEW J HADWIN	710 NE 98TH CIR, VANCOUVER, WA 98665	360-574-4289
MATTHEW J HADWIN	13002 NE HWY 99, VANCOUVER, WA 98664	360-574-9630
MATTHEW J HADWIN	2814 NE ANDRESEN RD, VANCOUVER, WA 98661	360-693-8481
MATTHEW J HADWIN	7010 HWY 99, VANCOUVER, WA 98665	360-694-3591
MATTHEW J HADWIN	2110 E 4TH PLAIN BLVD, VANCOUVER, WA 98661	360-735-0583
MATTHEW J HADWIN	221 NE 104TH AVE (W*M 2550), VANCOUVER, WA 98664	360-882-4082
MATTHEW J HADWIN	2400 SE 165TH AVE, VANCOUVER, WA 98683	360-882-6868
MATTHEW J HADWIN	15813 NE FOURTH PLAIN BLVD., VANCOUVER, WA 98682	360-896-8438
MARK J RAY	15727 E BROADWAY (WALMART #2539), VERADALE, WA 99037	509-891-9293
MARK J RAY	819 N SULLIVAN RD, VERADALE, WA 99037	509-922-1629
LEE ADAMS	2130 E ISAACS AVE, WALLA WALLA, WA 99362-2216	509-525-5775
LEE ADAMS	814 S 9TH, WALLA WALLA, WA 99362-3907	509-525-6553
CHARLES HILLIS	1024 MISSION ST, WENATCHEE, WA 98801-1517	509-662-8611
LEONARD P GIANNOLA	17450 140TH AVE NE, WOODINVILLE, WA 98072	425-483-5797
DAVID E STOLLER	1601 PACIFIC AVE, WOODLAND, WA 98674	360-225-3704
GREGORY B LURING	1601 W LINCOLN, YAKIMA, WA 98902	509-248-4289
GREGORY B LURING	1600 E CHESTNUT AVE (W*M #2269), YAKIMA, WA 98901-2174	509-248-5669
GREGORY B LURING	1305 S 1ST ST, YAKIMA, WA 98901-3503	509-452-7877
GREGORY B LURING	3907 RIVER RD, YAKIMA, WA 98902	509-576-8000
GREGORY B LURING	5910 SUMMITVIEW AVE, YAKIMA, WA 98908-3043	509-965-1031
KIMBERLY ANDERSEN-PRESTO	505 YELM AVE W, YELM, WA 98597	360-458-2636
GREGORY B LURING	820 ZILLAH WEST RD, ZILLAH, WA 98953-9542	509-829-5005
ANDERSON E HAUGHEY	ONA MALL 10 RING ROAD, BARBOURSVILLE, WV 25504	304-733-0455
TIMOTHY S ALLISON	200 AIRPORT RD, BEAVER, WV 25813	304-252-9527
JACK H ALLISON	101 HYLTON LN, BECKLEY, WV 25801	304-252-8286
TIMOTHY M HARPER SR	4072 ROBERT C BYRD DR, BECKLEY, WV 25801	304-252-7310
EUGENE FORBES	555 BLUEFIELD AVE, BLUEFIELD, WV 24701	304-327-5828
JOHN W EBERT, JR.	1021 W MAIN ST, BRIDGEPORT, WV 26330	304-842-2330
JOHN W EBERT, JR.	111 S KANAWHA ST, BUCKHANNON, WV 26201	304-472-6046
NICHOLAS J NERANGIS	732 E WASHINGTON ST, CHARLES TOWN, WV 25414	304-725-3040
GREG L MILLS	6400 SISONVILLE DRIVE, CHARLESTON, WV 25312	304-984-1640
STEVEN R TELISCHAK	431 CAROLINA AVE, CHESTER, WV 26034-1129	304-387-1090
JOHN W EBERT, JR.	466 EMILY DR, CLARKSBURG, WV 26330	304-622-2000
JOHN W EBERT, JR.	745 W PIKE ST, CLARKSBURG, WV 26301	304-624-5151
ANDERSON E HAUGHEY	5448 BIG TYLER RD, CROSS LANES, WV 25313	304-776-6985
L KEITH WATSON	1000 DUNBAR VILLAGE PLAZA, DUNBAR, WV 25064	304-766-6767
JOHN W EBERT, JR.	446 S RANDOLPH AVE, ELKINS, WV 26241	304-636-8568
TERRY L NEMSEK	113 W. WASHINGTON STREET, ELLENBORO, WV 26346	304-869-3070
EDWARD T KILIAN	101 MAPLEWOOD AVE, FAIRLEA, WV 24902	304-645-2677
THOMAS G MESSENGER	1000 SPEEDWAY AVE, FAIRMONT, WV 26554	304-366-5200
THOMAS G MESSENGER	910 FAIRMONT, FAIRMONT, WV 26554	304-366-7777

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
EDWARD T KILIANY	484 FAYETTE TOWN CENTER ROAD, FAYETTEVILLE, WV 25840	304-574-4734
KAREN MEZAN	1514 MAIN ST, FOLLANSBEE, WV 26037	304-527-2500
CHRISTOPHER CONNOLLY	RT 52, GILBERT, WV 25621	304-664-3448
JOHN W EBERT, JR.	19 FAIRGROUND RD, GLENVILLE, WV 26351	304-462-5010
THOMAS G MESSENGER	RT 119 HARMEN PLAZA, GRAFTON, WV 26354	304-265-1200
KEVIN THOMPSON	7305 LYNN AVENUE, HAMLIN, WV 25523	304-824-1600
EUGENE FORBES	SR 107 MAIN ST, HINTON, WV 25951	304-466-0084
KEVIN THOMPSON	4543 5TH ST RD, HUNTINGTON, WV 25701	304-522-8501
THOMAS WOLF	116 FIFTH AVENUE, HUNTINGTON, WV 25701	304-522-6280
THOMAS WOLF	3333 RT 60 EAST (WAL*MART#2244)SATELLITE, HUNTINGTON, WV 25701	304-522-8900
THOMAS WOLF	1445 HAL GREER BLVD, HUNTINGTON, WV 25701	304-523-0098
THOMAS WOLF	2106 5TH AVE, HUNTINGTON, WV 25703	304-529-1490
THOMAS WOLF	5178 RT 60E, HUNTINGTON, WV 25705	304-736-2101
ANDERSON E HAUGHEY	4175 STATE ROUTE 34, HURRICANE, WV 25526	304-757-7778
FREDERICK M HAUGHEY	312 HURRICANE CREEK RD, HURRICANE, WV 25526	304-562-5977
THOMAS WOLF	602 OAK ST, KENOVA, WV 25530	304-453-4694
THOMAS G MESSENGER	211 W MAIN ST, KINGWOOD, WV 26537	304-329-1889
ROBERT C CONNOLLY	75 NORMAN MORGAN BLVD, LOGAN, WV 25601	304-752-0162
KATHRYN FOSTER	20 MAIN AVE, LOGAN, WV 25601	304-752-7241
ROBERT C CONNOLLY	ROUTE 85, MADISON, WV 25130	304-369-5350
THOMAS G MESSENGER	1511 E MAIN ST, MANNINGTON, WV 26582	304-986-1338
SUSAN ERWIN	1301 N QUEEN ST, MARTINSBURG, WV 25401	304-263-3003
SUSAN ERWIN	14634 APPLE HARVEST DR, MARTINSBURG, WV 25401	304-263-6177
CINDY LEVINE	5640 HAMMONDS MILL ROAD, MARTINSBURG, WV 25404	304-274-9561
FREDERICK M HAUGHEY	1067 EAST MAIN ST, MILTON, WV 25541	304-743-0056
TERRY L NEMSEK	56 FRONTAGE RD, MINERALWELLS, WV 26150	304-489-1815
TERRY W ELLIOTT	751 N MAIN ST, MOOREFIELD, WV 26836	304-538-6545
ROSS H STOLTZ	409 LAFAYETTE AVE, MOUNDSVILLE, WV 26041	304-845-7822
NELSON HACHEM	176 N STATE RT, NEW MARTINSVILLE, WV 26155	304-455-1290
ANDERSON E HAUGHEY	4108 1ST AVE, NITRO, WV 25143	304-755-2011
JOHN W EBERT, JR.	100 RT 98 W, NUTTER FORT, WV 26301	304-624-0080
CHRISTOPHER KILIANY	1552 E MAIN ST, OAK HILL, WV 25901	304-469-3833
TIMOTHY S ALLISON	SR 10, OCEANA, WV 24870	304-682-4357
TERRY L NEMSEK	3131 E. 7TH ST., PARKERSBURG, WV 26101	304-424-6008
THOMAS M THOMPSON	2508 OHIO AVE, PARKERSBURG, WV 26101	304-428-1196
JOHN W EBERT, JR.	210 1ST ST, PARSONS, WV 26287	304-478-2650
TERRY W ELLIOTT	440 VIRGINIA AVE, PETERSBURG, WV 26847	304-257-9350
JOHN W EBERT, JR.	US ROUTE 250 SOUTH, PHILIPPI, WV 26416	304-457-5360
THEODORE K SAUBER	335 6TH ST, POINT PLEASANT, WV 25550	304-675-3908
EUGENE FORBES	715 OAKVALE RD, PRINCETON, WV 24740	304-425-6096
EUGENE FORBES	1310 STAFFORD DR, PRINCETON, WV 24740	304-425-7009
CHRISTOPHER KILIANY	504 PARK CTR, RAINELLE, WV 25962	304-438-8533
JACOB HORST, JR.	108 JOSHUA M. FREEMAN BLVD., RANSON, WV 25438	304-724-1171
GREG L MILLS	509 WASHINGTON ST, RAVENSWOOD, WV 26164	304-273-8100
GREG L MILLS	3875 CHARLESTON ROAD, RIPLEY, WV 25271	304-372-6725
TERRY L NEMSEK	101 NEW STONE RIDGE, RIPLEY, WV 25271	304-372-9611
TERRY W ELLIOTT	370 MAIN ST, ROMNEY, WV 26757	304-822-7348
STANLEY R NEAL	31 MADDEX SQUARE DR, SHEPHERDSTOWN, WV 25443	304-876-1038
JOHN W EBERT, JR.	ROUTE 19, SHINNSTON, WV 26431	304-592-5272
TIMOTHY S ALLISON	ROUTE 16 LESTER SQUARE, SOPHIA, WV 25921	304-683-4482
L KEITH WATSON	303 JEFFERSON, SOUTH CHARLESTON, WV 25309	304-744-5234
JAMES M THOMPSON JR.	1000 DIVISION ST, SOUTH PARKERSBURG, WV 26101	304-428-2884
GREG L MILLS	465 W MAIN ST, SPENCER, WV 25276	304-927-1000
FREDERICK M HAUGHEY	ST ALBANS MALL / RT 60 PO BOX 419, ST. ALBANS, WV 25177	304-727-5889
NELSON HACHEM	210 3RD ST, ST. MARYS, WV 26170	304-684-3600
EDWARD T KILIANY	RT 19 & 41 PO BOX 399, SUMMERSVILLE, WV 26651	304-872-2883
THOMAS G MESSENGER	1990 SUTTON LN, SUTTON, WV 26601	304-765-2665
ROSS H STOLTZ	210 CABELA DRIVE, TRIADAPLHIA, WV 26059	304-547-9427
THOMAS M THOMPSON	903 GRAND CENTRAL AVE, VIENNA, WV 26105	304-295-9763
ROSS H STOLTZ	211 WARWOOD AVENUE, WARWOOD, WV 26003	304-277-2360
RICHARD DOANE	3 SPRINGS DR, WEIRTON, WV 26062	304-723-2680
TIMOTHY S ALLISON	784 VIRGINIA AVE, WELCH, WV 24801	304-436-2673
JOHN W EBERT, JR.	11 MARKET PL, WESTON, WV 26452	304-269-6465
ROSS H STOLTZ	101 KRUGER, WHEELING, WV 26003	304-242-3693
THOMAS G MESSENGER	2764 WHITE HALL BLVD, WHITE HALL, WV 26554	304-363-7004
EDWARD T KILIANY	US RT 60 - HARTS RUN RD BOX 26, WHITE SULPHUR SPRINGS, WV 24986	304-536-9253
ANDERSON E HAUGHEY	3403 WINFIELD RD, WINFIELD, WV 25213	304-586-0385
PAUL DAVID WEBB	601 S 4TH ST, ABBOTSFORD, WI 54405	715-223-8700
STEVEN T KILIAN	2531 E FRONTAGE RD, ABRAMS, WI 54101	920-826-6330
RONALD FISH	453 S MAIN ST, ADAMS, WI 53910	608-339-2875
RICHARD T LOMMEN, JR.	100 POWER ST, AMERY, WI 54001	715-268-6700
STEVEN T KILIAN	2115 NEVA ROAD, ANTIGO, WI 54409	715-627-4666
DAVID A RAUSE	3301 W COLLEGE AVE, APPLETON, WI 54914-3921	920-731-7792
DAVID A RAUSE	700 W NORTHLAND AVE, APPLETON, WI 54914-1425	920-734-4500
DAVID A RAUSE	2001 S KENSINGTON DR, APPLETON, WI 54915	920-739-0501
DAVID A RAUSE	3320 N BALLARD RD, APPLETON, WI 54911-8987	920-832-9696
DAVID A RAUSE	4301 W WISCONSIN AVE (SATELLITE), APPLETON, WI 54915-8605	920-991-9212

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD T LOMMEN, JR.	SEC HWY 93&95, ARCADIA, WI 54612	608-323-3153
SUSAN M BRZEZINSKI	720 W LAKE SHORE DR, ASHLAND, WI 54806-1440	715-682-5455
RICHARD T LOMMEN, JR.	780 BALDWIN PLAZA DR, BALDWIN, WI 54002	715-684-5355
RICHARD T LOMMEN, JR.	1200 WISCONSIN DELLS PKWY S, BARABOO, WI 53913	608-254-7472
RICHARD T LOMMEN, JR.	314 PINE ST, BARABOO, WI 53913-1174	608-356-2654
RICHARD T LOMMEN, JR.	360 E DIVISION AVE, BARRON, WI 54812	715-537-1010
WILLIAM A WASKOW	1639 N SPRING ST, BEAVER DAM, WI 53916-2206	920-885-3104
STEVEN T KILIAN	107 LAKEVIEW DR, BELGIUM, WI 53004	262-285-4123
GUY T BUCCIFERRO III	45 STATE ST, BELOIT, WI 53511-6233	608-362-3900
GUY T BUCCIFERRO III	2881 MILWAUKEE ROAD, BELOIT, WI 53511	608-362-8130
GUY T BUCCIFERRO III	1443 MADISON RD, BELOIT, WI 53511-4080	608-362-8718
JACK A KING	295 BROADWAY, BERLIN, WI 54923-1703	920-361-3144
CHARLES DION CONN	S71 W23460 NATIONAL AVE, BIG BEND, WI 53103-9647	262-662-3288
RICHARD T LOMMEN, JR.	851 STATE HIGHWAY 54, BLACK RIVER FALLS, WI 54615-5452	715-284-5538
DENNIS J THIEL	HWY 10 WEST, BRILLION, WI 54110	920-756-2001
SCOTT OUDINOT	2104 1ST CENTER AVE, BRODHEAD, WI 53520-1941	608-897-2462
CHARLES DION CONN	18695 W BLUEMOUND RD, BROOKFIELD, WI 53045-2923	262-797-9977
ROBERT B PYLES	9120 N GREEN BAY RD, BROWN DEER, WI 53209-1209	414-354-9449
WILLIAM H MCESSY	240 E. JEFFERSON STREET, BURLINGTON, WI 53105-1494	262-763-8777
DOROTHY A METZ	5125 DOUGLAS AVE, CALEDONIA, WI 53402-2029	262-681-9962
STEVEN T KILIAN	W 62 N 270 WASHINGTON ST, CEDARBURG, WI 53012-2763	262-377-1199
DENNIS J THIEL	1123 E CHESTNUT, CHILTON, WI 53014-1601	920-849-7383
RICHARD T LOMMEN, JR.	100 PRAIRIE VIEW RD, CHIPPEWA FALLS, WI 54729-3655	715-723-7187
ANTHONY VAN KAMPEN	287 S MAIN ST, CLINTONVILLE, WI 54929-1604	715-823-5540
CHARLES DION CONN	1540 JAMES STREET, COLUMBUS, WI 53925	920-623-9349
CHARLES DION CONN	401 W COTTAGE GROVE (STO), COTTAGE GROVE, WI 53527-9323	608-839-1803
LAWRENCE C LARSON	13 S HWY 141 (STO), CRIVITZ, WI 54114	715-854-7162
JEFFREY M STEREN	6163 S PACKARD AVE, CUDAHY, WI 53110-3055	414-571-0530
SCOTT OUDINOT	1310 GALENA STREET, DARLINGTON, WI 53530	608-776-3430
JOHN J PAVLIK	2421 MONROE RD, DE PERE, WI 54115-9217	920-465-7765
DAN R SCHANOCK	1022 MAIN AVE, DE PERE, WI 54115-1308	920-336-0255
DAN R SCHANOCK	1373 S BROADWAY, DE PERE, WI 54115	920-337-9960
CHARLES DION CONN	981 W NORTH ST, DEFOREST, WI 53532-1971	608-846-2373
WILLIAM H MCESSY	1244 GENEVA ST, DELAVAN, WI 53115-2002	262-728-8101
DENNIS J THIEL	610 DEPERE RD, DENMARK, WI 54208-0754	920-863-3922
RICHARD T LOMMEN, JR.	1101 N MAIN, DODGEVILLE, WI 53533-1149	608-935-2420
RICHARD T LOMMEN, JR.	604 HIGHWAY 10 E, DURAND, WI 54736	715-672-4332
STEVEN T KILIAN	P.O. BOX 623, EAGLE RIVER, WI 54521-9333	715-479-5222
WILLIAM H MCESSY	2526 MAIN ST (STO), EAST TROY, WI 53120	262-642-9859
RICHARD T LOMMEN, JR.	3708 GATEWAY DR, EAU CLAIRE, WI 54702	715-830-1135
RICHARD T LOMMEN, JR.	2702 CRAIG RD, EAU CLAIRE, WI 54701-6151	715-835-7951
RICHARD T LOMMEN, JR.	1513 S HASTINGS WAY, EAU CLAIRE, WI 54701-4464	715-835-9919
RICHARD T LOMMEN, JR.	6251 TRUAX LN, EAU CLAIRE, WI 54703-9641	715-874-6771
WILLIAM H MCESSY	110 MARKET ST, ELKHORN, WI 53121-1167	262-723-8660
SCOTT OUDINOT	9 JOHN LINDEMANN DR, EVANSVILLE, WI 53536	608-882-4032
CHARLES DION CONN	2845 FISH HATCHERY RD, FITCHBURG, WI 53713	608-274-9890
DAVID A RAUSE	770 W JOHNSON ST, FOND DU LAC, WI 54935-2016	920-922-4740
DAVID A RAUSE	699 S MILITARY RD, FOND DU LAC, WI 54935-4702	920-922-7070
DAVID A RAUSE	929 E JOHNSON ST, FOND DU LAC, WI 54935-9399	920-924-0331
CHARLES DION CONN	225 N MAIN ST, FORT ATKINSON, WI 53538	920-563-9593
EDWARD M PATTERSON	8739 N. PORT WASHINGTON RD, FOX POINT, WI 53217	414-351-6295
WILLIAM H MCESSY	7501 W RAWSON AVE, FRANKLIN, WI 53132-9689	414-425-3888
STEVEN T KILIAN	108 HIGHLAND DR (STO), FREDONIA, WI 53021	262-692-6515
CHARLES DION CONN	N112 W15936 MEQUON ROAD, GERMANTOWN, WI 53022	262-253-4710
EDWARD M PATTERSON	5344 N PORT WASHINGTON RD, GLENDALE, WI 53217	414-906-1443
STEVEN T KILIAN	606 FALLS RD, GRAFTON, WI 53024-2619	262-377-3130
JOHN J PAVLIK	1125 RADISSON ST, GREEN BAY, WI 54302-1647	920-436-0305
JOHN J PAVLIK	2721 MANITOWOC ROAD, GREEN BAY, WI 54311	920-965-0057
DAVID E SCHANOCK	2600 S PACKERLAND DR, GREEN BAY, WI 54313	920-429-2026
DAVID E SCHANOCK	2420 VELD AVE, GREEN BAY, WI 54303-6534	920-434-7955
DAVID E SCHANOCK	1587 SHAWANO AVE, GREEN BAY, WI 54303-3218	920-494-4472
DAVID E SCHANOCK	2340 S ONEIDA ST, GREEN BAY, WI 54304-5231	920-497-2001
DAVID E SCHANOCK	2625 W MASON ST, GREEN BAY, WI 54303-4964	920-499-9956
DONNA S STOUT	1903 S WEBSTER AVE, GREEN BAY, WI 54301-2255	920-432-9220
DONNA S STOUT	1609 S MAIN ST, GREEN BAY, WI 54302-2626	920-468-5526
DONNA S STOUT	2340 E MASON ST, GREEN BAY, WI 54302-3746	920-468-7575
WILLIAM H MCESSY	76TH AND GRANGE, GREENDALE, WI 53129	414-421-2655
CHARLES DION CONN	4550 S 108TH ST, GREENFIELD, WI 53228-2507	414-425-7206
WILLIAM H MCESSY	5040 S 76TH ST, GREENFIELD, WI 53220-4308	414-282-6480
JEFFREY M STEREN	4275 S 27TH ST, GREENFIELD, WI 53221-1832	414-281-4471
DAVID A RAUSE	W6308 LEVI DR, GREENVILLE, WI 54942	920-757-9260
STEVEN T KILIAN	1450 E SUMNER ST, HARTFORD, WI 53027-2605	262-673-4141
RICHARD T LOMMEN, JR.	207 S DAKOTA AVE, HAYWARD, WI 54843	715-634-1337
RICHARD T LOMMEN, JR.	3924 CIRCLE DR, HOLMEN, WI 54636	608-781-2588
JAMES P DUVAL	2411 CREST VIEW DR, HUDSON, WI 54016-9498	715-381-1551
STEVEN KILIAN, JR.	N 168 W 22225 MAIN ST, JACKSON, WI 53037-9474	262-677-9806
GUY T BUCCIFERRO III	2610 W COURT ST, JANESVILLE, WI 53545	608-752-0100

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHARLES DION CONN	1423 S HWY 26, JEFFERSON, WI 53549-2910	920-674-4007
DAVID W RAUSE	401 LAWE ST, KAUKAUNA, WI 54130-2019	920-759-2724
WILLIAM H MCESSY	3711 - 57TH AVENUE, KENOSHA, WI 53144	262-654-6085
WILLIAM H MCESSY	7060 GREEN BAY RD, KENOSHA, WI 53144	262-697-7680
WILLIAM H MCESSY	12214 75TH ST, KENOSHA, WI 53142	262-857-9322
STEVEN KILIAN, JR.	HWY 45, KEWASKUM, WI 53040	262-626-8467
ROBERT E CARLSON	1135 SERVICE RD, KIEL, WI 53042-1282	920-894-2174
DAVID A RAUSE	840 EISENHOWER DR, KIMBERLY, WI 54136-2146	920-735-9292
RICHARD T LOMMEN, JR.	1140 W GEORGE ST, LA CROSSE, WI 54601	608-781-0366
RICHARD T LOMMEN, JR.	2810 LOSEY BLVD S, LA CROSSE, WI 54601	608-788-6230
RICHARD T LOMMEN, JR.	1001 W LAKE AVE, LADYSMITH, WI 54848	715-532-6198
WILLIAM H MCESSY	104 WELLS ST, LAKE GENEVA, WI 53147-2094	262-248-1144
WILLIAM H MCESSY	207 EDWARDS BLVD (W*M #910), LAKE GENEVA, WI 53147	262-249-0268
RICHARD T LOMMEN, JR.	NEC 124TH ST./CTH 00, LAKE HALLIE, WI 54729	715-738-1070
GLENN J KARPINSKE	120 W ALONA LN, LANCASTER, WI 53813	608-723-2500
DAVID W RAUSE	300 MOASIS DRIVE, LITTLE CHUTE, WI 54140	920-687-9180
STEVEN KILIAN, JR.	630 E AVE, LOMIRA, WI 53048-9572	920-269-4412
JEFFREY R NORLAND	408 CENTER DR, LUXEMBURG, WI 54217	920-845-9446
CARRIE L BENNETT-BARNDT	4500 UNIVERSITY AVE, MADISON, WI 53705-2155	608-238-5909
CARRIE L BENNETT-BARNDT	4687 VERONA DR, MADISON, WI 53711-2736	608-274-2668
CARRIE L BENNETT-BARNDT	6910 ODANA RD, MADISON, WI 53719-1018	608-833-3636
CARRIE L BENNETT-BARNDT	WEST TOWNE MALL FOOD COURT 56, MADISON, WI 53719-1069	608-833-7798
CHARLES DION CONN	4020 MILWAUKEE ST, MADISON, WI 53704-1910	608-241-7797
CHARLES DION CONN	3051 E WASHINGTON AVE, MADISON, WI 53704-4336	608-244-1913
CHARLES DION CONN	225 E TOWNE MALL, MADISON, WI 53704-3715	608-246-4040
CHARLES DION CONN	4502 E WASHINGTON AVE, MADISON, WI 53704-3234	608-249-4500
CHARLES DION CONN	2901 DRYDEN DR, MADISON, WI 53704-3009	608-249-9446
CHARLES DION CONN	3709 KINSMAN BLVD, MADISON, WI 53704-2608	608-249-9689
CHARLES DION CONN	2402 S PARK ST, MADISON, WI 53713-2008	608-251-1993
CHARLES DION CONN	1102 REGENT ST, MADISON, WI 53715-1251	608-257-1102
STEVEN T KILIAN	3512 CALUMET AVE, MANITOWOC, WI 54220-5430	920-682-5592
STEVEN T KILIAN	5050 HECKER RD, MANITOWOC, WI 54221	920-682-8504
WILLIAM FISH	667 MARATECH AVENUE, MARATHON, WI 54448	715-443-6545
LAWRENCE C LARSON	2291 ROOSEVELT RD, MARINETTE, WI 54143-3800	715-732-4840
RONALD FISH	1101 N CENTRAL, MARSHFIELD, WI 54449-1504	715-387-4785
RICHARD T LOMMEN, JR.	600 MCEVOY RD, MAUSTON, WI 53948	608-847-6166
STEVEN T KILIAN	1157 HORICON ST, MAYVILLE, WI 53050-1443	920-387-3023
CHARLES DION CONN	4800 LARSON BEACH ROAD, MCFARLAND, WI 53558	608-838-0139
PAUL DAVID WEBB	140 S 8TH ST, MEDFORD, WI 54451-1518	715-748-2777
DAVID A RAUSE	212 RACINE ST, MENASHA, WI 54952	920-722-0200
DAVID A RAUSE	1281 VALLEY RD, MENASHA, WI 54952-1136	920-738-0333
ROBERT B PYLES	N56 W 15475 SILVER SPRING RD, MENOMONEE FALLS, WI 53051	262-252-4609
RICHARD T LOMMEN, JR.	1505 N BROADWAY, MENOMONIE, WI 54751	715-235-4339
EDWARD M PATTERSON	11250 N PORT WASHINGTON RD, MEQUON, WI 53092-3410	262-241-8810
BARBARA A IGL	3400 E MAIN ST, MERRILL, WI 54452-9001	715-536-6176
CARRIE L BENNETT-BARNDT	8308 GREENWAY BLVD, MIDDLETON, WI 53562-3505	608-831-0668
CARRIE L BENNETT-BARNDT	2626 ALLEN BLVD, MIDDLETON, WI 53562-2214	608-836-6644
CHARLES DION CONN	1250 ARTHUR DRIVE, MILTON, WI 53563	608-868-5440
DEBORAH N ALLEN	1220 N 35TH ST, MILWAUKEE, WI 53208-2804	414-342-4747
DEBORAH N ALLEN	920 W NORTH AVE, MILWAUKEE, WI 53205-1329	414-376-6565
DEBORAH N ALLEN	5265 W FOND DU LAC AVE, MILWAUKEE, WI 53216-1363	414-442-5170
DEBORAH N ALLEN	2700 W CAPITAL DR, MILWAUKEE, WI 53216-2641	414-871-0770
DEBORAH N ALLEN	420 E CAPITOL, MILWAUKEE, WI 53212-1212	414-964-7485
SHERMAN CLAYPOOL	1614 E NORTH AVE, MILWAUKEE, WI 53202-1035	414-276-0340
ANGEL RAFAEL LUCIANO	1575 W WASHINGTON, MILWAUKEE, WI 53204-2279	414-645-3660
ANGEL RAFAEL LUCIANO	1931 S 14TH ST, MILWAUKEE, WI 53204-3845	414-645-5541
ROBERT B PYLES	7170 N TEUTONIA, MILWAUKEE, WI 53209-2320	414-352-6585
ROBERT B PYLES	8100 W BROWN DEER RD, MILWAUKEE, WI 53223-1704	414-354-3140
ROBERT B PYLES	5739 W SILVER SPRING DR, MILWAUKEE, WI 53218	414-461-1040
ROBERT B PYLES	5191 N TEUTONIA AVE, MILWAUKEE, WI 53209-5541	414-461-4940
ROBERT B PYLES	7451 W APPLETON AVE, MILWAUKEE, WI 53216-1005	414-463-7332
ROBERT B PYLES	11313 W SILVER SPRING DR, MILWAUKEE, WI 53225	414-527-3974
ROBERT B PYLES	8220 W HAMPTON AVE, MILWAUKEE, WI 53218	414-535-7869
ROBERT B PYLES	4925 W. HAMPTON AVE., MILWAUKEE, WI 53218	414-616-9862
ROBERT B PYLES	76TH AND GOOD HOPE RD, MILWAUKEE, WI 53223	414-760-8927
ROBERT B PYLES	2455 W WISCONSIN AVE, MILWAUKEE, WI 53233-1827	414-937-3750
JEFFREY M STEREN	707 S 1ST ST, MILWAUKEE, WI 53204-1802	414-276-7906
JEFFREY M STEREN	5890 S 27TH ST, MILWAUKEE, WI 53221	414-282-2250
JEFFREY M STEREN	191 W LAYTON AVE, MILWAUKEE, WI 53207-5916	414-482-4780
JEFFREY M STEREN	6262 S 13TH ST, MILWAUKEE, WI 53221-5125	414-764-3331
JEFFREY M STEREN	830 E POTTER, MILWAUKEE, WI 53207-1868	414-769-0730
STEVEN T KILIAN	8689 HWY 51, MINOCQUA, WI 54548	715-356-4004
CHARLES DION CONN	2051 W BROADWAY, MONONA, WI 53713-1600	608-221-8874
CHARLES DION CONN	4905 MONONA DR, MONONA, WI 53716	608-222-8444
SCOTT OUDINOT	425 8TH ST, MONROE, WI 53566-1056	608-328-4231
EDWARD O CHRISTOPHERSON	553 HWY 153 E, MOSINEE, WI 54455-1740	715-693-4049
CHARLES DION CONN	1301 BUSINESS HWY 18-151, MT. HOREB, WI 53572-1892	608-437-5087

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM H MCESSY	13343 WASHINGTON AVE, MT. PLEASANT, WI 53177-1527	262-886-3010
CHARLES DION CONN	1020 ROCHESTER, MUKWONAGO, WI 53149-8738	262-363-3039
CHARLES DION CONN	W189 S7851 RACINE AVE, MUSKEGO, WI 53150-9546	262-679-8161
DAVID A RAUSE	705 GREEN BAY RD, NEENAH, WI 54956-3174	920-720-9488
DAVID W RAUSE	102 E BELL ST, NEENAH, WI 54956-4153	920-722-6666
RONALD FISH	110 MARKET ST, NEKOOSA, WI 54457-1122	715-886-5000
CHARLES DION CONN	17155 W CLEVELAND AVE, NEW BERLIN, WI 53151-3539	262-782-9354
CHARLES DION CONN	3680 S MOORLAND RD, NEW BERLIN, WI 53151-5147	262-786-4960
ANTHONY VAN KAMPEN	1135 N SHAWANO ST, NEW LONDON, WI 54961	920-982-5540
RICHARD T LOMMEN, JR.	243 N KNOWLES AVE, NEW RICHMOND, WI 54017	715-246-6128
JEFFREY M STEREN	8800 S HOWELL AVE, OAK CREEK, WI 53154-3802	414-571-9621
JEFFREY M STEREN	9471 S 13TH ST, OAK CREEK, WI 53154	414-762-7565
CHARLES DION CONN	880 E WISCONSIN AVE, OCONOMOWOC, WI 53066-3150	262-567-6369
STEVEN T KILIAN	105 MAIN ST, OCONTO, WI 54153-1928	920-834-2744
JACK A KING	113 ALDER AVENUE, OMRO, WI 54963	920-685-3073
RICHARD T LOMMEN, JR.	9398 STATE ROAD 16, ONALASKA, WI 54650	608-783-7274
CHARLES DION CONN	1029 N MAIN ST, OREGON, WI 53575-1052	608-835-2279
DAVID LELINSKI	1863 N JACKSON ST, OSHKOSH, WI 54901-2203	920-231-2268
DAVID LELINSKI	2240 WESTOWNE AVE, OSHKOSH, WI 54904-9999	920-231-8367
DAVID LELINSKI	1995 MENARD DR, OSHKOSH, WI 54901-6178	920-426-3600
RICHARD T LOMMEN, JR.	50656 RADCLIFFE ST, OSSEO, WI 54758	715-597-3995
WILLIAM H MCESSY	HIGHWAY 50, PADDOCK LAKE, WI 53168	262-843-3592
STEVEN KILIAN, JR.	1130 4TH AVE S, PARK FALLS, WI 54552	715-762-1632
CHARLES DION CONN	621 RYAN ST, PEWAUKEE, WI 53072	262-691-9706
CHARLES DION CONN	1383 CAPITOL DR, PEWAUKEE, WI 53072-1844	262-695-8195
GLENN J KARPINSKE	250 W HWY 151, PLATTEVILLE, WI 53818-3723	608-348-6800
WILLIAM H MCESSY	10551 120TH AVE, PLEASANT PRAIRIE, WI 53158	262-857-9634
RONALD FISH	2601 PLOVER ROAD, PLOVER, WI 54467	715-341-3736
RONALD FISH	1205 COMMONS CIRCLE, PLOVER, WI 54467	715-544-4200
STEVEN T KILIAN	2111 EASTERN AVE, PLYMOUTH, WI 53073-4268	920-892-4117
STEVEN T KILIAN	1700 N WISCONSIN RD, PORT WASHINGTON, WI 53074-1044	262-284-3880
CHARLES DION CONN	2860 NEW PINERY RD, PORTAGE, WI 53901-9223	608-742-5254
CHARLES DION CONN	N3240 CTY RD J, POYNETTE, WI 53955-9445	608-635-2655
RICHARD T LOMMEN, JR.	602 S MARQUETTE RD, PRAIRIE DU CHIEN, WI 53821-2124	608-326-4415
DAVID E SCHANOCK	920 COUNTY HWY B, PULASKI, WI 54162	920-822-5900
DOROTHY A METZ	2100 LATHROP AVE, RACINE, WI 53405-4135	262-554-1100
DOROTHY A METZ	4707 TAYLOR AVE, RACINE, WI 53406-5521	262-554-7758
DOROTHY A METZ	2610 S GREEN BAY RD, RACINE, WI 53406-4900	262-554-7876
DOROTHY A METZ	1520 STATE STREET, RACINE, WI 53404	262-633-3546
DOROTHY A METZ	3037 N DOUGLAS AVE, RACINE, WI 53402-4177	262-639-6178
JEFFREY M STEREN	6630 WASHINGTON AVE / HWY 20, RACINE, WI 53406-3924	262-886-1177
LORRIE GORICHS	1500 MAIN ST, REEDSBURG, WI 53959-1458	608-524-3448
STEVEN T KILIAN	25 S STEVENS ST, RHINELANDER, WI 54501	715-369-1775
STEVEN T KILIAN	2219 N. STEVENS ST., RHINELANDER, WI 54501	715-369-3993
RICHARD T LOMMEN, JR.	1917 S MAIN ST, RICE LAKE, WI 54868-2919	715-234-9702
STEVEN T KILIAN	3230B PIONEER ROAD, RICHFIELD, WI 53076	262-628-2695
RICHARD T LOMMEN, JR.	875 HWY 14 E, RICHLAND CENTER, WI 53581-2919	608-647-2740
JACK A KING	1113 W. FOND DU LAC ST, RIPON, WI 54971-9999	920-748-9299
RICHARD T LOMMEN, JR.	1505 PAULSON RD, RIVER FALLS, WI 54022	715-426-9326
LORRIE GORICHS	727 US HWY 12 PHILLIPS BLVD, SAUK CITY, WI 53583	608-643-3631
STEVEN T KILIAN	656 E GREEN BAY AVE, SAUKVILLE, WI 53080	262-268-1184
RONALD FISH	2100 VOLKMAN ST, SCHOFIELD, WI 54476-1361	715-359-7251
DAVID E SCHANOCK	140 E STATE HIGHWAY 54, SEYMOUR, WI 54165	920-833-1150
DONNA S STOUT	1202 E GREEN BAY ST, SHAWANO, WI 54166-2208	715-524-2541
STEVEN KILIAN, JR.	3626 S TAYLOR DR, SHEBOYGAN, WI 53081	920-458-3608
STEVEN KILIAN, JR.	3418 KOHLER MEMORIAL DR, SHEBOYGAN, WI 53081-8300	920-458-8644
STEVEN KILIAN, JR.	1060 HWY 32 N, SHEBOYGAN FALLS, WI 53085-2511	920-467-9940
JEFFREY M STEREN	2715 S CHICAGO AVE, SOUTH MILWAUKEE, WI 53172-3129	414-762-2350
RICHARD T LOMMEN, JR.	620 S BLACK RIVER ST, SPARTA, WI 54656-2216	608-269-7505
RICHARD T LOMMEN, JR.	104 RIVER ST, SPOONER, WI 54801	715-635-6052
RICHARD T LOMMEN, JR.	2200 GLACIER RD, ST. CROIX FALLS, WI 54024	715-483-5130
PAUL DAVID WEBB	604 S BROADWAY, STANLEY, WI 54768	715-644-5982
RONALD FISH	127 N DIVISON ST, STEVENS POINT, WI 54481-1150	715-341-0042
RONALD FISH	5625 HWY 10 E, STEVENS POINT, WI 54481-9183	715-345-9578
CHARLES DION CONN	1429 HWY 51 W, STOUGHTON, WI 53589	608-873-6939
JEFFREY R NORLAND	1212 EGG HARBOR RD, STURGEON BAY, WI 54235-0613	920-743-2622
JEFFREY R NORLAND	1132 GREEN BAY RD (STO), STURGEON BAY, WI 54235-0613	920-746-9076
CHARLES DION CONN	505 A ST, SUN PRAIRIE, WI 53590-2066	608-837-6400
CHARLES DION CONN	NW CORNER HIGHWAY 19 AND CTY RD N, SUN PRAIRIE, WI 53590	608-837-8823
JAMES J KEHOE, JR.	2115 E 2ND ST, SUPERIOR, WI 54880-3650	715-398-5422
CHARLES DION CONN	W24 N6522 CTY RD J, SUSSEX, WI 53089-3536	262-820-0380
PAUL DAVID WEBB	101 W HILL, THORP, WI 54771	715-669-7323
RICHARD T LOMMEN, JR.	2015 N SUPERIOR AVE, TOMAH, WI 54660	608-372-4757
BARBARA A IGL	1329 N 4TH ST, TOMAHAWK, WI 54487-2126	715-453-9517
RICHARD T LOMMEN, JR.	638 HWY 8 & 63, TURTLE LAKE, WI 54889	715-986-4419
STEVEN T KILIAN	1414 LAKE ST, TWO RIVERS, WI 54241-3535	920-793-2239
CHARLES DION CONN	107 HORIZON DR, VERONA, WI 53719	608-848-6188

EXHIBIT R – LIST OF FRANCHISED RESTAURANTS (Continued)

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD T LOMMEN, JR.	1214 N MAIN ST, VIROQUA, WI 54665	608-637-8400
WILLIAM H MCESSY	815A FOX LANE, WATERFORD NORTH, WI 53185-4511	262-534-5534
CHARLES DION CONN	625 S CHURCH ST, WATERTOWN, WI 53094-6298	920-261-1108
CHARLES DION CONN	801 MEADOWBROOK RD, WAUKESHA, WI 53188	262-524-0125
CHARLES DION CONN	1635 E MAIN ST, WAUKESHA, WI 53186-3958	262-544-1352
CHARLES DION CONN	2047 SILVERNAIL RD, WAUKESHA, WI 53072	262-549-6063
CARRIE L BENNETT-BARNDT	651 W MAIN ST, WAUNAKEE, WI 53597-1105	608-849-6741
ANTHONY VAN KAMPEN	200 S WESTERN AVE, WAUPACA, WI 54981-9175	715-258-8500
WILLIAM A WASKOW	932 E MAIN ST, WAUPUN, WI 53963-1502	920-324-4937
RONALD FISH	1205 CAMPUS DR, WAUSAU, WI 54401	715-675-2376
WILLIAM FISH	4702 RIB MOUNTAIN RD, WAUSAU, WI 54401-7644	715-355-4874
WILLIAM FISH	2002 W STEWART AVE, WAUSAU, WI 54401	715-845-8070
STEVEN T KILIAN	409 FOREST ST, WAUSAU, WI 54403	715-842-2999
STEVEN KILIAN, JR.	N2545 PLAZA RD, WAUTOMA, WI 54982	920-787-2724
DEBORAH N ALLEN	3131 N MAYFAIR RD, WAUWATOSA, WI 53222-3201	414-771-4340
MARSHALL CHAY	6631 W NORTH AVE, WAUWATOSA, WI 53213-2049	414-475-0055
CHARLES DION CONN	12324 W NORTH AVE, WAUWATOSA, WI 53226	414-259-1286
ANGEL RAFAEL LUCIANO	3800 N 124TH ST, WAUWATOSA, WI 53222	414-461-8155
ANGEL RAFAEL LUCIANO	1550 S 108TH, WEST ALLIS, WI 53214	414-302-1969
STEVEN T KILIAN	1140 S MAIN ST, WEST BEND, WI 53095-1923	262-338-1801
STEVEN KILIAN, JR.	1810 W WASHINGTON ST, WEST BEND, WI 53095-2302	262-338-3474
RICHARD T LOMMEN, JR.	122 N PIONEER PARK RD, WESTFIELD, WI 53964-8868	608-296-3950
CHARLES DION CONN	1069 W MAIN ST, WHITEWATER, WI 53190-1616	262-473-7811
CHARLES DION CONN	4409 HWY 19, WINDSOR, WI 53598-9621	608-846-3710
RICHARD T LOMMEN, JR.	2325 WISCONSIN DELLS PARKWAY, WISCONSIN DELLS, WI 53965	608-254-5745
RICHARD T LOMMEN, JR.	30 COMMERCE STREET, WISCONSIN DELLS, WI 53965	608-254-7618
RONALD FISH	2128 8TH ST S, WISCONSIN RAPIDS, WI 54494-6153	715-421-1680
STEVEN T KILIAN	413 N GENESEE, WITTENBERG, WI 54499	715-253-2233
LARRY J STORO	480 E HART ST (US HWY 16), BUFFALO, WY 82834	307-684-7036
L TIM POSTEL	40 SE WYOMING BLVD, CASPER, WY 82609-1937	307-237-8320
L TIM POSTEL	4010 PLAZA DRIVE, CASPER, WY 82604	307-265-5121
JOHN E PREISS	2535 E LINCOLNWAY, CHEYENNE, WY 82001-5449	307-632-1222
JOHN E PREISS	5701 N YELLOWSTONE RD, CHEYENNE, WY 82009-4132	307-634-2757
JOHN E PREISS	4000 W COLLEGE DR, CHEYENNE, WY 82007	307-637-8009
JOHN E PREISS	3410 DELL RANGE RD, CHEYENNE, WY 82009	307-775-0286
JOHN E PREISS	2032 DELL RANGE BLVD (W*M #1315), CHEYENNE, WY 82009	307-778-8232
JERRY E BANK	2005 17TH ST, CODY, WY 82414-4718	307-527-6423
L TIM POSTEL	1090 W YELLOWSTONE HWY, DOUGLAS, WY 82633	307-358-9700
DARRELL TROESTER	212 FRONT ST, EVANSTON, WY 82930-3632	307-789-0595
LARRY J STORO	806 CAMEL DR, GILLETTE, WY 82716-4923	307-686-0606
GREGORY M BAILEY	599 E 4TH S, GREEN RIVER, WY 82935-4570	307-875-7868
JOHN FINLEY	1110 W BROADWAY, JACKSON, WY 83001	307-733-7444
ROBERT E LUCK	235 MCFARLANE DR, LANDER, WY 82520-2949	307-332-3955
JOHN E PREISS	1666 SNOWY RANGE RD, LARAMIE, WY 82070	307-745-0006
JOHN E PREISS	3000 GRAND AVE, LARAMIE, WY 82070-5105	307-745-3600
JERRY E BANK	111 N EVARTS ST, POWELL, WY 82435	307-754-7918
JOHN E PREISS	2225 E CEDAR, RAWLINS, WY 82301-6027	307-324-7377
ROBERT E LUCK	813 N FEDERAL BLVD, RIVERTON, WY 82501	307-856-5068
GREGORY M BAILEY	1607 ELK ST, ROCK SPRINGS, WY 82901	307-362-8883
GREGORY M BAILEY	1687 SUNSET DR, ROCK SPRINGS, WY 82901-7061	307-382-3080
LARRY J STORO	2590 N MAIN, SHERIDAN, WY 82801	307-672-5900
LARRY J STORO	2146 COFFEEN AVENUE, SHERIDAN, WY 82801	307-673-1100
ROBERT E LUCK	611 SHOSHONI ST, THERMOPOLIS, WY 82443	307-864-2323
CHRISTIAN A MILLER	800 EAST VALLEY HIGHWAY, TORRINGTON, WY 82240	307-532-0120
ROBERT E LUCK	1700 BIG HORN AVE, WORLAND, WY 82401	307-347-2790

EXHIBIT S

LIST OF FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS

If you buy a McDonald's franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

NAME	CITY AND STATE	TELEPHONE
BARRY DEGONZAGUE	BIRMINGHAM, AL	706-333-4455
GERARD MURPHY JR.	ENTERPRISE, AL	334-477-6478
ISAAC BLEDSOE	FORT PAYNE, AL	256-845-2650
CHARLES SPANN	GUNTERSVILLE, AL	256-505-0630
MAX COOPER	HOMEWOOD, AL	205-942-0451
KENNETH MANNING, SR.	HOOVER, AL	334-239-2845
LARRY THORNTON	HUEYTOWN, AL	205-323-5387
EDWARD HILL ESTATE	JASPER, AL	205-823-5060
MICHAEL MARTIN	MUSCLE SHOALS, AL	256-248-2800
AUSTIN ROGERS II	PRATTVILLE, AL	334-361-0041
DONALD MELLON	BUCKEYE, AZ	623-932-7992
STEVE LANINI	GLENDALE, AZ	623-931-2153
ABELARDO MARTINEZ, III	KINGMAN, AZ	928-753-6074
BRANDON O'ROURKE	PHOENIX, AZ	602-266-2994
MICHAEL PEGRAM	PHOENIX, AZ	480-785-5418
MARK PULLEN	SAHUARITA, AZ	520-648-1511
PAUL DIAS	TUCSON, AZ	520-577-0476
DAVID FLORES	TUCSON, AZ	520-743-7644
ERIC GODLOVE	TUCSON, AZ	916-208-3811
TRAVIS HERIAUD	TUCSON, AZ	602-265-2834
MICHELLE RETZER	TUCSON, AZ	520-548-0138
DAVID SCHMIDLE	TUCSON, AZ	520-747-1295
JAMES HADLEY	FORT SMITH, AR	479-646-7006
LOU STALLMAN	HENSLEY, AR	870-942-0909
JOHN LAZARICH	LITTLE ROCK, AR	501-779-1843
RAYMOND NOSLER	N LITTLE ROCK, AR	501-758-2445
AIMEE WIDDICOMBE	ANAHEIM, CA	714-956-9393
EDWARD GALLO, JR.	BAKERSFIELD, CA	661-832-7232
KENNETH BLACKSTONE	BELLA VISTA, CA	530-209-4445
SYED ALI HUSAIN	BURLINGAME, CA	650-343-0555
DEBORAH VOSS	CANOGA PARK, CA	805-558-6173
PATRICIA WILLIAMS	CARSON, CA	310-886-5411
MARK BURINGTON	CHICO, CA	530-892-4811
ISABELLE VILLASENOR	CYPRESS, CA	714-827-3730
ANTHONY SANCHEZ	DIXON, CA	707-678-1422
HENRY GARCIA	GLENDORA, CA	626-914-6786
STEVEN TECK	GRANADA HILLS, CA	818-831-7000
HOLLY LYNCH	HELENDALE, CA	660-626-3279
NICOLE ENEARU	INGLEWOOD, CA	310-677-2218
ROBERT NIBEEL	IRVINE, CA	949-724-8907
JOHN NORCIO	LAKEPORT, CA	707-349-6190
RONALD PIAZZA	LAKEWOOD, CA	562-497-0055
FRANK SANCHEZ	LOS ANGELES, CA	323-727-0859
ANTHONY ABBATE	MERCED, CA	209-723-3716
WAYNE HERBERT	NEWBURY PARK, CA	805-212-1124
LAURIE HATFIELD	OCEANSIDE, CA	760-757-8821
ERNEST SANDOVAL	OCEANSIDE, CA	760-967-7775
DONALD DUNKLEMAN ESTATE	ORANGE, CA	714-771-0311
SCOTT FRISBIE	PLACENTIA, CA	714-630-9430
RICHARD SHALHOUB	RANCHO MIRAGE, CA	760-674-3335
THOMAS MANGIONE	RIVERSIDE, CA	951-689-8400
JOHN RITCHEY	ROSEVILLE, CA	916-858-2045
DENNIS CALDWELL	SACRAMENTO, CA	916-393-0101
ALAN GODLOVE	SACRAMENTO, CA	916-483-6065
MICHAEL GODLOVE	SACRAMENTO, CA	916-208-3810
SANJIV CHOPRA	SAN DIEGO, CA	619-683-2449
KEN IYAMA	SAN JOSE, CA	408-261-1115
HOWARD GOLDBLATT	SAN RAMON, CA	925-277-0563
SEAN LUCERO	SEAL BEACH, CA	213-413-3724
DONALD SCHRADER	STOCKTON, CA	209-478-0234
C. C. YIN	VACAVILLE, CA	707-451-0130
REGINA YIN	VACAVILLE, CA	707-263-6190

EXHIBIT S (Continued)

NAME	CITY AND STATE	TELEPHONE
K. R. SCHULZ	VISTA, CA	760-597-8780
MATTHEW SCHULZ	VISTA, CA	760-597-8780
PAUL NELSON	GLENWOOD SPRINGS, CO	970-945-1571
JOHN BUCAR	GREENWOOD VILLAGE, CO	303-290-0406
THOMAS CARLSON	LITTLETON, CO	303-794-3098
THOMAS LONG	MONTROSE, CO	970-249-2517
C ALAN HOAL	STERLING, CO	970-522-9679
MICHAEL BOSELLI	WESTMINSTER, CO	303-420-1966
ROBERT LUTHER	WINDSOR, CO	970-224-2756
RICHARD SPERO	MADISON, CT	203-245-1604
BARBARA SANTACROCE	PLAINVILLE, CT	860-793-9257
EDGARD GERENA	WESTPORT, CT	203-840-0591
MICHAEL MEOLI	MILLSBORO, DE	302-330-3040
JUAN VAZQUEZ	CLEARWATER, FL	727-461-3432
PEDRO MENENDEZ	CORAL GABLES, FL	305-670-7600
STUART BROWN	CRYSTAL BEACH, FL	727-786-2586
CHRISTOPHER BIGGS	DAVIE, FL	954-609-1057
JOHN HELLE	DELTONA, FL	386-860-7206
ANDREE KOCIAN	GAINESVILLE, FL	352-332-5064
AWILDA DUFFY	JACKSONVILLE, FL	904-997-0026
JACQUES GUSKE	JACKSONVILLE, FL	904-641-0573
ANIA NITZSCHE	KILLARNEY, FL	407-656-1442
LANNY SUMPTER	LAKE LAND, FL	863-937-6658
TIMOTHY WRIGHT	MAITLAND, FL	407-645-3612
J LARRY CUSTER	MARCO ISLAND, FL	937-441-2403
BURTON JOHNSON	MIAMI, FL	305-971-4154
DIEGO MELIANS	MIAMI LAKES, FL	305-819-0301
MICHAEL LEE ADAMS	NAPLES, FL	239-591-8008
DAVID MICHAEL COSTA	NICEVILLE, FL	850-897-3169
ERNST WILL	OCALA, FL	352-854-5822
GARY OERTHER	ORLANDO, FL	407-859-7123
VICTOR PAPPA	ORMOND BEACH, FL	386-672-5659
MARY HEMBREE	PENSACOLA, FL	850-477-9011
PETER NOWAK	PENSACOLA, FL	850-438-5133
JAMES UPCHURCH, JR.	POMPANO BEACH, FL	954-972-2004
FRED SCARCELLI	RIVERVIEW, FL	813-671-0500
SATURNINO RODRIGUEZ	ROCKLEDGE, FL	321-305-4934
ROBERT DAVIES	SARASOTA, FL	941-923-9824
EMILIO CABRERA	SOUTH MIAMI, FL	305-817-9072
ANGEL VELIZ	SOUTH MIAMI, FL	305-661-4460
WILLIAM VAN ZANTE	ST. AUGUSTINE, FL	904-826-0384
JACK MARCHANT	SUGARLOAF SHORES, FL	305-745-8986
JUAN ILLAS	TAMPA, FL	813-265-2910
JENNIE ILLAS RINCON	TAMPA, FL	813-265-2910
ALVARO MONTILLA	WESTON, FL	954-748-6706
LEON GOODRUM	ATLANTA, GA	404-758-4125
THOMAS FEY	BLACKSHEAR, GA	912-449-1381
SHARON SACKETT	BLAIRSVILLE, GA	706-745-2144
BEN ALSTON	COLLEGE PARK, GA	404-761-6666
JOHN PEZOLD	COLUMBUS, GA	706-324-1650
GARY DODD	HINESVILLE, GA	912-876-9301
INES GROEN	MARIETTA, GA	770-794-5873
JAMES MELVIN OWENS	MARIETTA, GA	770-422-3953
GEORGE ROLDAN-GOMEZ	MARIETTA, GA	770-432-0374
JOHN PALMACCIO	POOLER, GA	912-450-3003
EDWIN STANBERRY	RICHMOND HILL, GA	912-445-5422
NINA GOMPELS	SAVANNAH, GA	912-692-0021
LARRY HUBERT CARTER	STATESBORO, GA	912-587-7290
PAUL MESSER, III	WINDER, GA	770-867-3090
PATRICK LIM	HILO, HI	808-935-9092
ERLINDA ROSARIO	KAHULUI, HI	808-877-6432
WARD RUNNINGS	IDAHO FALLS, ID	208-524-1638
MAUREEN KOTELES	BELVIDERE, IL	815-547-5254
VIRGINIA OJEDA	CHICAGO, IL	312-226-3331
CHRISTINE SCHENK	DES PLAINES, IL	847-297-5220
SUSAN STINNETT	JOLIET, IL	815-725-9345
WILLIAM MCESSY	LAKE FOREST, IL	847-234-3427
E JAMES FREYBERGER	MOLINE, IL	309-764-2610
TINA SHORT	MT. VERNON, IL	618-241-9469
KEITH ALLEN	RICHTON PARK, IL	773-994-0690
MELVIN BUCKLEY	RICHTON PARK, IL	708-418-5360
DOUGLAS CLARK	ROCKFORD, IL	815-877-3028
TIMOTHY MCCARTHY	SALEM, IL	618-339-5888

EXHIBIT S (Continued)

NAME	CITY AND STATE	TELEPHONE
MARCELLE BEAR	SOUTH ELGIN, IL	847-429-6900
JOHN MORELAND	WEST FRANKFORT, IL	618-932-2110
ANGELO KARAVITES	WINNETKA, IL	847-441-5093
JANET KARAVITES	WINNETKA, IL	847-441-5093
RONALD CHANDLER	HANOVER, IN	812-273-4460
JERRY MARGRAF	LINTON, IN	812-847-2500
GLENN LUBEZNIK	MICHIGAN CITY, IN	219-879-3003
RODNEY LUBEZNIK	PORTAGE, IN	219-764-3355
MARCEL COMTE	SPENCER, IN	812-829-3681
JOEL BROOKS	WEST LAFAYETTE, IN	765-497-0364
SAM SOIFER	CHARLES CITY, IA	641-228-2838
PAUL WOFFORD	OKOBOJI, IA	712-229-1434
STEPHEN KENT GOSSAGE	ONAWA, IA	712-433-2060
ORVILLE GRAVES	OSKALOOSA, IA	641-673-6703
CARA VAN STEENIS	OSKALOOSA, IA	314-422-2186
JAMES GARMON	OTTUMWA, IA	641-684-5743
ROBERT LANE	EL DORADO, KS	316-321-3310
WILLIAM LANE	EL DORADO, KS	316-321-3310
VICTOR WALTHER	HIAWATHA, KS	785-742-1745
FRANK CREBASE	INDEPENDENCE, KS	620-330-6109
THOMAS DOBSKI	LAWRENCE, KS	785-749-1800
LESTER GERIG	LEAWOOD, KS	913-661-2909
RALPH KING	MISSION, KS	913-281-9800
STEVEN BATES	OLATHE, KS	913-814-3707
JOHN DEVERA	OVERLAND PARK, KS	913-642-0577
STEPHEN TYLER, SR.	TOPEKA, KS	785-266-1700
ROY MCCALLA	WICHITA, KS	316-304-9404
MARK WRIGHT	WICHITA, KS	316-721-2491
PAUL BURRELL II	BOWLING GREEN, KY	270-904-0597
PAUL WOOSLEY	FISHERVILLE, KY	502-354-0890
MARTHA ENGLISH	LAGRANGE, KY	502-222-7496
JOSEPH MCENANEY	PRINCETON, KY	270-365-6224
THOMAS SNYDER	RICHMOND, KY	859-623-7170
RICK MANN	RUSSELL SPRINGS, KY	270-866-3966
FREDA MILLER	ABBEVILLE, LA	337-893-1456
CHARLES VALLUZZO	BATON ROUGE, LA	225-929-6430
JOHN VALLUZZO	BATON ROUGE, LA	225-300-8977
CHRISTOPHER BARDELL	LAPLACE, LA	985-651-8246
JAMAR THROWER	MANDEVILLE, LA	313-330-9086
TOMAS KAZANOVA	NEW ORLEANS, LA	504-579-6243
TERRY SCOTT	NEW ORLEANS, LA	504-942-2446
RAYMOND MASKER, JR.	SLIDELL, LA	985-643-9971
EDWARD ROETMAN	BRIDGTON, ME	207-803-2237
JOHN MARAGUS	WELLS, ME	207-251-4983
KATHYRN FOSTER	CHEVY CHASE, MD	301-656-2037
CATHY BELL	ELLICOTTE, MD	410-884-5351
JERRY RUSH	FALLSTON, MD	410-663-4804
FRANK CAVA	PASADENA, MD	410-569-0629
DEBORAH DEBELLA	STEVENSON, MD	410-661-8033
ROBERT FOREMAN	SYKESVILLE, MD	443-536-1312
WAYNE LEBRUN	BELCHERTOWN, MA	413-323-8716
ROBERT KING	CAMBRIDGE, MA	617-354-9027
STEPHEN RIMA	LYNN, MA	781-599-7056
JAMES BRASSEUR	BATTLE CREEK, MI	269-965-1402
JAMES MOLYNEUX	CHESANING, MI	989-781-0910
JAMES THROWER	DETROIT, MI	313-394-0436
JAMES MOLYNEUX, II	FLUSHING, MI	810-955-4950
CHRISTOPHER DRAVES	GRAND LEDGE, MI	517-626-3000
HARVEY KARNS	LESLIE, MI	517-623-6524
WILLIAM SAPUTO	OAKLAND TOWNSHIP, MI	248-375-0916
STEPHEN BLACKWOOD	PORTAGE, MI	269-381-9025
LARRY BERG	ROCKFORD, MI	616-874-0090
SONJA SHIELDS	SOUTHFIELD, MI	248-552-0405
VASANT CHAPATWALA	TAYLOR, MI	734-374-8080
GUALBERTO GONZALEZ-CARDONA	TRAVERSE CITY, MI	816-550-5847
JASON RICHARDS	TRAVERSE CITY, MI	231-421-9653
RICK STECKLEY	TRAVERSE CITY, MI	231-947-8650
ROBERT HARRELL	WHITEHALL, MI	231-893-4159
RANDELL PRICE	ZEELAND, MI	616-748-0909
JEFFREY SMITH	COON RAPIDS, MN	763-767-0902
MARK WHEELDON	FRIDLEY, MN	763-780-9611
CHARLES KLINEFELTER	HIBBING, MN	218-262-6618
ERVIN GRULKOWSKI	HUGO, MN	651-470-0451

EXHIBIT S (Continued)

NAME	CITY AND STATE	TELEPHONE
KENNETH DARULA	MEDINA, MN	763-557-0022
JAMES OLSON	NEW LONDON, MN	320-894-6808
ELLIOTT EISMAN	OWATONNA, MN	507-455-9278
JAMES DUVALL	WHITE BEAR LAKE, MN	651-770-2988
MICHAEL RETZER SR	GREENVILLE, MS	662-335-7138
ALBERT JOYNER	RIDGELAND, MS	601-956-7400
ARTHUR PHILLIPS JR.	BLUE SPRINGS, MO	816-229-6555
KENNETH NELSON	CHESTERFIELD, MO	314-749-8184
JAMES BAUMGARTNER	JEFFERSON CITY, MO	573-636-7945
DAVID WEINBAUM	ROLLA, MO	573-341-2700
NORMA HILBURN	WEST PLAINS, MO	417-256-5333
JAMES NEWBURY	BILLINGS, MT	406-651-5302
ROBERT KOCH	NEBRASKA CITY, NE	402-873-7783
F RONALD SMITH	HENDERSON, NV	702-514-7554
THOMAS ARLT	LAS VEGAS, NV	702-384-3950
TIMOTHY THOMAS	LAS VEGAS, NV	870-239-8081
THOMAS TEAGUE	RENOKEE, NV	916-765-0359
PAUL MONTOUR	PLYMOUTH, NH	603-536-1010
RITA MACK	ATLANTIC CITY, NJ	609-345-2998
PHILIP KOURY	CLINTON, NJ	908-713-6243
ANNIS ALSTON-STALEY	DUNELLEN, NJ	732-752-7978
ERIC GUTIERREZ	EMERSON, NJ	201-599-6501
STANLEY WALDEMORE	FLORHAM PARK, NJ	973-301-0347
PATRICK POWERS	FRANKLINVILLE, NJ	856-767-1834
FRANK QUINN	HAINESPORT, NJ	609-518-3500
MICHAEL NORRIS, SR.	HOWELL, NJ	903-593-7987
JOHN EARLE	MARLTON, NJ	856-797-9870
RUPINDER SINGH	MONMOUTH JUNCTION, NJ	212-964-2200
LINDA DUNHAM	RIVER EDGE, NJ	201-489-7272
THOMAS CORIALE	SADDLE BROOK, NJ	201-845-8014
CELESTINA QUINTANA	UNION CITY, NJ	201-325-0999
RALPH CRAWFORD JR	BALDWINSVILLE, NY	315-427-2525
PETER MILLER	BAYSIDE, NY	718-352-7000
LUIS MOYETT	BRONX, NY	732-774-1785
PETER LAROSE	BROOKLYN, NY	718-522-4988
PAUL COTTRELL	CENTRAL VALLEY, NY	845-928-2209
JAMES O'DONNELL	CLAYTON, NY	315-782-8030
ROY GOODMAN	DIX HILLS, NY	631-667-0434
THOMAS MEYERS	FALCONER, NY	716-665-3434
SCOTT NIEH	FLUSHING, NY	917-885-5713
DENNIS SEXTON	GREENE, NY	607-656-9433
PETER HUNT	HAUPPAUGE, NY	631-582-6665
KENNETH PARKER	HORSEHEADS, NY	607-796-2514
JOHN PIECUCH JR.	HUNTINGTON, NY	631-385-3390
JONAH KAUFMAN	HUNTINGTON STATION, NY	631-271-8055
COLLETTE RICHARDSON	LANCASTER, NY	716-685-3085
DONALD RICHARDSON	LANCASTER, NY	716-685-3085
PAUL HENDEL	LYNBROOK, NY	516-256-0200
WARREN WEICHBRODT	LYONS, NY	315-946-0027
JOSEPH MBANEFO	MELVILLE, NY	516-852-1808
CARLOS MORALES	MELVILLE, NY	631-723-7718
JUAN RODRIGUEZ	MELVILLE, NY	631-427-0178
RONALD BAILEY	NEW YORK, NY	212-234-7048
RICHARD GUON	PENFIELD, NY	585-381-7800
MARIANNE SPILLANE	STATEN ISLAND, NY	718-967-8713
EDWARD GOMEZ	STATEN ISLAND, NY	718-979-7556
STEVE PANOS	SYRACUSE, NY	315-437-6691
HAROLD CLARK JR.	UTICA, NY	315-735-1240
RONALD DILLINGHAM	BILTMORE LAKE, NC	828-734-0220
GORDON THORNTON	CHARLOTTE, NC	888-503-7230
LEONARD SALEEBY	FAYETTEVILLE, NC	910-486-9000
PAMELA HUTCHESON	FUQUAY-VARINA, NC	919-567-3661
FREDERICK HUEBNER, III	GARNER, NC	919-772-1677
PHILIP VINEYARD	HICKORY, NC	828-322-2505
DICKIE BRITT, II	KERNERSVILLE, NC	336-765-8960
DAVID GORLINSKY	LOCUST, NC	732-245-8565
ANN STANTON	MOUNT HOLLY, NC	704-820-1074
ANDREA ENDRUSICK	OXFORD, NC	919-693-7599
DICKIE BRITT	RALEIGH, NC	919-841-9600
DEBORAH HOLDER	RALEIGH, NC	631-547-1962
CHERYL HUNTER	RALEIGH, NC	919-975-1995
DANIEL MARTIN	SELMA, NC	919-975-1995
JAMES NEADER, JR.	STATESVILLE, NC	704-873-2896

EXHIBIT S (Continued)

NAME	CITY AND STATE	TELEPHONE
JOHN NASH, JR.	SUMMERFIELD, NC	336-298-4583
CHARLES SALEBRA	WINSTON SALEM, NC	336-744-4401
JACQUELINE GEORGE	ATHENS, OH	740-593-8140
WILLIAM GALLOWAY	AURORA, OH	330-995-8952
KENNETH MCCOY	BEDFORD HEIGHTS, OH	216-581-2295
PAUL SIEGFRIED	CANTON, OH	330-494-0440
NICK KAROS	CHAGRIN FALLS, OH	440-247-9180
ROBERT GRUBER	CINCINNATI, OH	513-616-2001
WANDA HILL	COLUMBUS, OH	248-641-9700
TERRY COLEY	DAYTON, OH	937-439-5072
ALAN HERZOG	DAYTON, OH	937-454-1875
STEPHEN PAYNE	FAIRVIEW PARK, OH	440-734-9504
JAMES HOLOWICKI	HILLIARD, OH	614-876-3509
TIMOTHY SMITH	HURON, OH	419-656-3457
ROBERT MUNN	JACKSON, OH	740-286-5130
RON SEVERANCE	LEWIS CENTER, OH	614-890-1795
TONY PHILIOU	MAYFIELD HEIGHTS, OH	440-473-0599
RON BARNETT	NEW ALBANY, OH	614-939-1638
TIMOTHY MOSHER	NEW LEBANON, OH	937-687-3334
BENJAMIN SCOTT	PIQUA, OH	937-773-7200
CHRISTOPHER CIELEC	PROCTORVILLE, OH	740-532-1555
PAMELA ISON	SPRINGDALE, OH	513-672-3500
RAYMOND BUTTS, JR	WESTERVILLE, OH	614-901-9958
HERBERT WASHINGTON	YOUNGSTOWN, OH	330-783-5659
KATHRYN LOPEZ-THORLEY	ADA, OK	580-436-1724
RICK THORLEY	ADA, OK	580-436-1724
NORM WEBER	ALTUS, OK	580-477-2400
STEPHEN BIDDLE	ENID, OK	580-242-5704
MATTHEW BALDWIN	MORRIS, OK	918-733-1216
ANITA LA PAT	MUSTANG, OK	405-376-9616
KEVIN HERN	TULSA, OK	918-296-7700
NATALIE GONZALES	BEND, OR	415-465-4180
RODNEY SOMERVILLE	COOS BAY, OR	541-888-5272
STEVEN SAKAGUCHI	EUGENE, OR	541-914-0301
PATRICE SANDERS	EUGENE, OR	541-431-0885
ALEXANDER SCHWINDT, III	PACIFIC CITY, OR	503-656-6237
MINDY MAYER	WILSONVILLE, OR	503-685-5002
JOHN PATTERSON	ABBOTTSTOWN, PA	717-259-7770
KEUN HO CHONG	BERWYN, PA	610-644-1109
JAMES RICE	BETHEL PARK, PA	412-831-3784
PAUL SWEENEY	CRANBERRY TOWNSHIP, PA	724-776-6440
RAYMOND PETTERSEN	DOVER, PA	717-767-9377
LAURA SANDER	DOWNINGTOWN, PA	610-269-2230
VINCENT FRANK	DOYLESTOWN, PA	215-647-9585
FREDRIC BEATTY	DUBOIS, PA	814-371-5854
CHARLES MCINTYRE	HELLERTOWN, PA	610-838-4995
FRANK FRANCO	IVYLAND, PA	215-354-1566
JEROME JAKUBOWSKI	JOHNSTOWN, PA	814-255-1350
DWAYNE JOHNSON	LAFAYETTE HILLS, PA	215-397-8226
GLEN MATTOX	LANCASTER, PA	717-435-6575
THOMAS RIPPON	MIFFLINBURG, PA	570-966-1842
STEPHEN BRODEUR	RED LION, PA	717-244-4104
WILLIAM HOFFMAN	ST. MARY'S, PA	814-834-3333
DONNA PILLA-HECKMANN	WARRINGTON, PA	610-212-6127
CHARLES EHLERS	WESTCHESTER, PA	610-429-0548
JOHN PINCKNEY	WAKEFIELD, RI	401-846-8971
THOMAS POWERS	AIKEN, SC	803-232-0903
JUAN ACEVEDO	CHARLESTON, SC	843-216-0911
LARRY L YOUNG	COLUMBIA, SC	803-736-7188
FRANK LANDGRAFF	GREENVILLE, SC	864-233-1486
ROBERT SWEETMAN	ROCK HILL, SC	803-789-3077
KAREN TEMPEST	SENECA, SC	864-882-4348
F KEITH PETRIE	DAKOTA DUNES, SD	712-239-1747
TIM FUNDERBURK	ALGOOD, TN	931-537-2221
W. LARRY FUNDERBURK	ALGOOD, TN	931-537-2221
HOWARD LARSON, II	CLARKSVILLE, TN	931-552-3000
HENRY SMITH	CLEVELAND, TN	423-478-5661
JOSEPHINE COCHRAN	KNOXVILLE, TN	865-523-2157
LITTON COCHRAN III	KNOXVILLE, TN	865-523-2157
LAURA SMITH	KNOXVILLE, TN	865-671-2292
BETTY GREENWAY BUSH	LAWRENCEBURG, TN	931-762-3400
CHAD TILLMAN	MEMPHIS, TN	901-767-9330
FRED TILLMAN	MEMPHIS, TN	901-767-9330

EXHIBIT S (Continued)

NAME	CITY AND STATE	TELEPHONE
KENT COLLIER	SAVANNAH, TN	731-925-7195
ROBERT GREGORY	ARLINGTON, TX	817-465-4155
JAMES MICHAEL BENTON	AUSTIN, TX	512-891-7711
JIMMY FERGUSON	AUSTIN, TX	512-990-9314
E. WINSTON ROSS, JR.	AUSTIN, TX	512-453-8260
BRIAN ELLIS	BEAUMONT, TX	409-838-2002
HECTOR DE LA GARZA	BROWNSVILLE, TX	956-544-4780
EARL WURZBACH	COLLEGE STATION, TX	979-690-4916
THOMAS HARDEMAN	COLLEYVILLE, TX	682-325-4169
RUSSELL ELLIS	CORPUS CHRISTI, TX	361-857-7197
EDWARD LUTITO	CORPUS CHRISTI, TX	361-906-0394
GLORIA HOLLOWAY	CYPRESS, TX	832-457-7942
EDUARDO DIAZ	DALLAS, TX	214-819-3800
DARON PACE	DALLAS, TX	214-654-0106
JEFFREY PHILLIPS	DALLAS, TX	972-233-0861
RICHARD CASTRO	EL PASO, TX	915-599-2982
TROY SCHUSTER	FLOWER MOUND, TX	972-539-1750
LUIS A HERNANDEZ	FRISCO, TX	972-291-9921
DOUGLAS ADCOCK	HOUSTON, TX	281-440-5131
SAMUEL MUNROE JR.	HOUSTON, TX	713-942-8318
LAWRENCE INGRAM	IRVING, TX	972-252-8509
DALE RAABE	KINGSVILLE, TX	361-592-2911
KENDALL TAGGART	LUBBOCK, TX	806-783-9025
MARIA LIM	MARBLE FALLS, TX	830-693-4911
ALFREDO DEL BARRIO, JR.	MCCALLEN, TX	956-631-2044
JOHN MCQUEENEY	MCCALLEN, TX	956-310-1239
JESSE CARRILLO	MIDLAND, TX	432-561-5035
STUART BROWN	MISSOURI CITY, TX	713-781-8085
THOMAS LATOOF	NEW BOSTON, TX	903-667-7708
KAREN LOPEZ MCWILLIAMS	NORTH RICHLAND HILLS, TX	817-428-7808
JOSE LOZANO	PLANO, TX	877-600-2950
DALE TRAHAN	PORT NECHES, TX	903-249-1472
JONATHAN KELLEY	RICHARDSON, TX	903-593-7987
THOMAS DEVINE	RICHMOND, TX	281-216-4107
JOHN BOHLING	SAN ANTONIO, TX	210-344-9707
RUBEN FLORES, JR.	SAN ANTONIO, TX	210-698-9181
ROBERT PICI	SAN ANTONIO, TX	210-655-7858
SYBEL PICI	SAN ANTONIO, TX	210-655-7858
NEDRICK STAGG	SAN ANTONIO, TX	210-375-7100
GARY BOLEN	THE WOODLANDS, TX	713-963-0647
KEVIN POYNTER	VICTORIA, TX	361-572-9116
JONATHAN SAVAGE	WEATHERFORD, TX	817-451-9966
CHRISTINE BECK-MCKAY	SALT LAKE CITY, UT	801-272-9233
MARK MCKAY	SALT LAKE CITY, UT	801-272-9233
N CLARK STRINGHAM	SANDY, UT	801-566-5300
BOBBY ROETZEL	WOODS CROSS, UT	801-294-5810
LUIS MATEOS	FAIRFAX, VA	703-278-0227
KYUNG RHEE	FAIRFAX, VA	703-390-9171
ANNE BLAND	FALLS CHURCH, VA	703-379-2266
RICK O'BRIEN	MANASSAS, VA	703-335-9125
TIMOTHY CALVIN BISHOP	MECHANICSVILLE, VA	804-746-3345
ERIC MILLER	STAFFORD, VA	540-273-1802
HUGH FARD	VIRGINIA BEACH, VA	757-468-6300
CHERYL HOSKINS	WILLIAMSBURG, VA	757-565-2183
CRAIG WELBURN	WOODBIDGE, VA	703-580-9410
BRIAN BEAULAUER	KIRKLAND, WA	425-822-1055
MARK RAY	SPOKANE, WA	509-489-5531
CHARLES HILLIS	WENATCHEE, WA	509-888-2244
TIMOTHY HARPER SR	BECKLEY, WV	304-252-0965
ROBERT CONNOLLY	DANVILLE, WV	304-369-9466
SUSAN ERWIN	HEDGESVILLE, WV	304-267-7128
ROSS STOLTZ	WHEELING, WV	304-233-1833
DEBORAH ALLEN	MILWAUKEE, WI	414-358-8474
JOHN ORR	POYNETTE, WI	608-635-3550
JEFFREY NORLAND	STURGEON BAY, WI	920-743-7302
ROBERT LUCK	LANDER, WY	307-332-7353
LARRY STORO	SHERIDAN, WY	307-672-2253

EXHIBIT T

STATE SPECIFIC ADDENDA

MINNESOTA ADDENDUM

The following language is in addition to Item 13 of the Franchise Disclosure Document:

McDonald's considers the trademarks, trade names, logo types, service marks and commercial symbols to be valuable property rights and continually protects against infringement of these assets. It protects franchisees against claims of infringement or unfair competition to which the franchisees might become subjected because of their authorized use of the trademarks, service marks, logo types or other commercial symbols in the United States.

The following language is in addition to Item 17 of the Franchise Disclosure Document:

Nothing in the Franchise Disclosure Document or the franchise agreement shall in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C; or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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; and that consent to the transfer of the franchise will not be unreasonably withheld.

NORTH DAKOTA ADDENDUM

The following language is in addition to Item 17 of the Franchise Disclosure Document:

Covenants not to compete such as those mentioned above generally are considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

North Dakota law will govern with respect to claims arising under the North Dakota Franchise Investment Law.

WASHINGTON ADDENDUM

The following language is in addition to Item 17 of the Franchise Disclosure Document:

If any of the provisions in this Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), then (if the Act applies by its terms) the provisions of the Act will prevail over the inconsistent terms of the Disclosure Document and agreement for any franchises sold in Washington. However, we and you agree to enforce the agreements' provisions to the extent the law allows.

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 McDonald's USA, LLC 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, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require 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 McDonald's USA, LLC 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, D.C. 20580 and the appropriate state agency listed on Exhibit P.

The name, principal business address, and telephone number of the franchise sellers offering the franchise are McDonald's USA, LLC and John A. Kujawa, One McDonald's Plaza, Oak Brook, Illinois 60523 (630) 623-3000.

The issuance date of this Franchise Disclosure Document is May 1, 2013, as amended October 25, 2013.

McDonald's USA, LLC authorizes the state agents listed in Exhibit O to receive service of process for it in the respective states.

I received a disclosure document dated May 1, 2013, as amended October 25, 2013, that included the following Exhibits:

- | | |
|---|---|
| A. Financial Statements | L. McDonald's Rewrite (New Term) Policy |
| B. Franchise Agreement (Traditional) | M. Rewrite (New Term) Offer Letter |
| C. Franchise Agreement (Satellite) | N. Loan and Related Documents |
| D. Franchise Agreement (Walmart) | O. List of Agents for Service of Process |
| E. New Restaurant Rider | P. State Administrators |
| F. BFL Rider | Q. McDonald's Affiliates |
| G. Operator's Lease | R. List of Franchised Restaurants |
| H. Assignment to an Entity | S. List of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business |
| I. Assignment Agreement | T. State Specific Addenda |
| J. Preliminary Agreement | |
| K. Restaurant Evaluation Release Letter | |

Date Received

Prospective Franchisee

Prospective Franchisee

Prospective Franchisee

Prospective Franchisee

Effective Date: May 1, 2013, as amended October 25, 2013

Fax signed and dated Receipt to (630) 623-5645; or mail signed and dated Receipt to Franchise Practice Group Dept. 089, McDonald's USA, LLC, 2915 Jorie Boulevard, Oak Brook, IL 60523.

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 McDonald's USA, LLC 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, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require 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 McDonald's USA, LLC 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, D.C. 20580 and the appropriate state agency listed on Exhibit P.

The name, principal business address, and telephone number of the franchise sellers offering the franchise are McDonald's USA, LLC and John A. Kujawa, One McDonald's Plaza, Oak Brook, Illinois 60523 (630) 623-3000.

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McDonald's USA, LLC authorizes the state agents listed in Exhibit O to receive service of process for it in the respective states.

I received a disclosure document dated May 1, 2013, as amended October 25, 2013, that included the following Exhibits:

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| D. Franchise Agreement (Walmart) | O. List of Agents for Service of Process |
| E. New Restaurant Rider | P. State Administrators |
| F. BFL Rider | Q. McDonald's Affiliates |
| G. Operator's Lease | R. List of Franchised Restaurants |
| H. Assignment to an Entity | S. List of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business |
| I. Assignment Agreement | T. State Specific Addenda |
| J. Preliminary Agreement | |
| K. Restaurant Evaluation Release Letter | |

Date Received

Prospective Franchisee

Prospective Franchisee

Prospective Franchisee

Prospective Franchisee

Effective Date: May 1, 2013, as amended October 25, 2013

Fax signed and dated Receipt to (630) 623-5645; or mail signed and dated Receipt to Franchise Practice Group Dept. 089, McDonald's USA, LLC, 2915 Jorie Boulevard, Oak Brook, IL 60523.