

## FRANCHISE DISCLOSURE DOCUMENT

KFC US, LLC

A Delaware Limited Liability Company

1900 Colonel Sanders Lane

Louisville, KY 40213

502-874-8300

[www.KFC.com/franchise-a-kfc](http://www.KFC.com/franchise-a-kfc)

[KFCFranchiseFinance@yum.com](mailto:KFCFranchiseFinance@yum.com)



The franchisee will operate a dine-in and carryout KFC outlet, which prepares and sells chicken and other menu items KFCLLC approves.

The total investment necessary to begin operation of a newly constructed KFC outlet ranges from \$1,852,825 to \$3,771,550. This includes \$48,575 to \$50,500 that must be paid to KFCLLC or its affiliates. The total investment necessary to begin operation of a reopened or remodeled former KFC outlet or converted KFC outlet ranges from \$1,052,825 to \$2,521,550. This includes \$48,575 to \$50,500 that must be paid to KFCLLC or its affiliates.

KFCLLC also offers multi-unit development opportunities. The total investment necessary to begin exercising development rights is estimated to be \$135,000 to \$540,000 (based on the expectation that you will develop 3 to 12 outlets during the term of the development agreement), determined by multiplying the number of new outlets you agree to develop by \$45,000, all of which must be paid to KFCLLC.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Chris Brown at (502) 874-8623.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at

[www.ftc.gov](http://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.

DATE OF ISSUANCE: March 21, 2025

## **How to Use This Franchise Disclosure Document**

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

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

## **What You Need To Know About Franchising** *Generally*

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The development agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Jefferson County, Kentucky. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Kentucky than in your own state.

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

## STATE OF MICHIGAN DISCLOSURE NOTICE

**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 and/or a development agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise before 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/or the development 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 the 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 sub-franchisor.

(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 these 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: Michigan Attorney General's Office, Consumer Protection Division, Attn: Franchise Section, G. Mennen Williams Building – 1<sup>st</sup> Floor, 525 West Ottawa Street, Lansing, Michigan 48933, Telephone Number: (517) 373-7117

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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**ITEM 1**  
**THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

**The Franchisor and its Parents and Predecessors**

KFC US, LLC, a Delaware limited liability company formed on March 31, 2016 (f/k/a KFC Franchisor, LLC), is the franchisor, and will be referred to as “KFCLLC” throughout this Disclosure Document. KFCLLC conducts business under the trade names “KFC” and “Kentucky Fried Chicken.” The principal address of KFCLLC is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213, though KFCLLC will relocate its principal place of business to 7100 Corporate Drive, Plano, Texas 75024 effective September 30, 2025. The buyer and guarantor of a franchise will be referred to as “you” throughout this Disclosure Document, even if you are a corporation, partnership or other entity, and includes your owners.

KFCLLC’s predecessor and intermediate corporate parent is KFC Corporation (“KFCC”), a Delaware corporation incorporated on February 11, 1971. KFCC currently conducts business under the trade names of “KFC” and “Kentucky Fried Chicken.” KFCC’s principal address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213. KFCC offered and sold franchises for Outlets (as defined below) in the United States from March 1971 until May 2016, at which time KFCLLC became the sole franchisor of Outlets in the United States. KFCC and KFCLLC entered into a management agreement, under which KFCC provides certain support services to Outlets, including, but not limited to, managing the KFC franchise system, marketing, offering and negotiating franchise agreements and development agreements, and otherwise fulfilling certain duties of KFCLLC under the franchise agreements and the development agreements. KFCC may, but is not obligated to, lease real estate to KFC franchisees for their KFC outlets. As of December 30, 2024, KFCC operated 80 Outlets (“Company-Owned Outlets”) (14 of which are KFC/Taco Bell multi-brand restaurants). KFCC does not currently offer franchises for Outlets or any other concepts in the United States.

KFCC, also formerly sold franchises for the following concepts: (i) H. Salt Fish, which was a fish and chips concept (1969 – 1988); (ii) Zantigo, which was a Mexican food concept (1976 – 1986); (iii) Pewter Pot Muffin House, which was a coffee-house concept (1973 – 1977); and (iv) Kentucky Roast Beef, which was a quick service sandwich restaurant (1968 – 1969).

KFCC’s predecessor, Kentucky Fried Chicken Corporation originally offered franchises for Outlets beginning in 1952 and did so until 1971, at which time KFCC became the sole franchisor of Outlets in the United States until May 2016.

KFCLLC’s ultimate corporate parent is Yum! Brands, Inc., a North Carolina corporation incorporated on May 30, 1997 (“Yum”). Yum’s principal address is 1441 Gardiner Lane, Louisville, Kentucky 40213. Yum or one of its affiliates identified in the chart below may provide certain services to KFCLLC on a consolidated basis. Yum has never operated an Outlet (as defined below), nor has it ever offered franchises for an Outlet or any other concept.

Since its inception, KFCLLC has also offered franchises for non-traditional outlets (“Non-Traditional Outlets”) which operate principally in captive audience venues under a separate Disclosure Document. From June 2016 to March 2019, KFCLLC sold franchises for Non-Traditional Outlets under the logo “KFC Express.” As of December 30, 2024, there were 29 Non-Traditional Outlets.

KFCLLC’s agents for service of process are listed in Exhibit A of this Disclosure Document.

### **KFCLLC's Affiliates**

The following are KFCLLC's affiliates that either (a) offer franchises or licenses within the United States or (b) may provide products or services to you, if the Outlet is located in the United States. The number of outlets that each affiliate operates or franchises, as described in the table below, includes multi-brand outlets at which more than one brand is operated.

<b>Name and Address</b>	<b>Business</b>
Yum Connect, LLC ("Yum Connect") 1441 Gardiner Lane Louisville, KY 40213	Formed in Delaware on July 16, 2019. Yum Connect may provide certain technology support services, directly or indirectly, on behalf of KFCLLC under the Restaurant Technology Agreement. Yum Connect has never offered franchises for Outlets or any other concepts.
Pizza Hut, LLC 7100 Corporate Drive Plano, TX 75024 ("Pizza Hut")	A Delaware limited liability company organized on May 20, 2016. Pizza Hut operates and franchises "Pizza Hut" restaurants, which specialize in the pizza distribution business. As of December 30, 2024, Pizza Hut operated 23 traditional Pizza Hut restaurants, 96 franchisees operated 5,214 traditional Pizza Hut restaurants and 162 licensees operated a total of 1,332 Pizza Hut express restaurants. Pizza Hut has not offered franchises in any other line of business, except for the WingStreet franchises, but may do so in the future.
Taco Bell Franchisor, LLC 1 Glen Bell Way Irvine, CA 92618 ("Taco Bell")	A Delaware limited liability company organized on February 23, 2016. Taco Bell operates and franchises "Taco Bell" restaurants offering Mexican-style food for take-out and on-premises seating. As of December 31, 2024, Taco Bell operated approximately 498 traditional Taco Bell restaurants and 14 non-traditional Taco Bell restaurants. A total of approximately 7,349 traditional Taco Bell restaurants and 224 Taco Bell express restaurants were operated by approximately 233 franchisees and 99 licensees. Taco Bell has not offered franchises in any other line of business but may do so in the future.
HBG Franchise, LLC 1 Glen Bell Way Irvine, CA 92618 ("HBG")	A Delaware limited liability company organized on February 13, 2013. HBG franchises, and through its affiliates operates, "Habit Burger Grill" restaurants offering made-to-order chargrilled burgers, sandwiches and more for take-out and on-premises seating. As of December 31, 2024, HBG's affiliate operated 316 Habit Burger Grill restaurants. A total of 52 traditional Habit Burger Grill restaurants were operated by 8 franchisees and 9 non-traditional restaurants were operated by 7 licensees. HBG has not offered franchises in any other line of business but may do so in the future.

Other than KFCC, none of the affiliates described in this Item 1 have operated Outlets. KFCLLC has a number of additional affiliates that offer franchises, including "KFC" franchises in foreign countries, as well as affiliates that provide certain products and services to franchisees who are located and do business in these foreign countries. Unless otherwise stated, the information in this Disclosure Document does not include the international operations or franchising of "KFC" franchises.

### **KFCLLC's Business and the Franchise Offered**

If you are approved as a KFC franchisee, KFCLLC will grant you the right to operate one KFC outlet (each an "Outlet") at a specific location approved by KFCLLC. You will sign the Kentucky Fried Chicken Franchise Agreement (Form 76[5P] v. 2015), in the form attached as Exhibit B (the "Franchise Agreement"), for a franchise to operate an Outlet, as well as either the (i) 5/15 Amendment (as defined below), or (ii) Legacy New Development Addendum (as defined below). The Franchise Agreement grants you a license to use (i) certain KFC trademarks, trade names, service marks, logos and commercial symbols KFCLLC periodically authorizes, including the "KFC®" and "Kentucky Fried Chicken®" marks (together, the "Marks"); and (ii) the proprietary business formats, methods, procedures, designs, layouts, standards and specifications (together the "System") KFCLLC authorizes, solely in connection with the operation of the Outlet. KFCLLC has not implemented any permanent System changes as a result of the COVID-19 pandemic; however, safety, cleaning and other operational guidelines implemented as a result of the pandemic must be followed. The Outlet will offer a menu of products consisting primarily of chicken entree items like chicken-on-the-bone, chicken sandwiches, chicken strips and various other approved products, such as biscuits, potatoes, desserts and beverages (the "Approved Products"). The Approved Products will consist of the "Required Products" and the "Optional Products" which are identified on Exhibit A of the Franchise Agreement. KFCLLC may amend or remove any of the Approved Products upon prior written notice to you.

KFCLLC is seeking franchisees with multi-unit operational experience who wish to commit to developing and operating multiple Outlets and meet KFCLLC's multi-unit operator criteria to enter into development agreements with KFCLLC (each, a "Development Agreement") to acquire the multi-unit development rights for 3 to 12 Outlets. Among other factors KFCLLC uses in assessing proposed new franchisees, KFCLLC takes into consideration the proposed franchisee's commitment and ability to support growth and development of the KFC system, including the financial and business capacity to promote growth and development, any record of growth and development within the KFC system or other quick-service system, any agreements to develop additional restaurants in the KFC system, and willingness to commit to growth and development of the KFC system. The Development Agreement does not grant any territorial protection or exclusive rights to develop Outlets. For each Outlet to be developed under the Development Agreement, you will execute the then-current version of the Franchise Agreement. The current form of the Development Agreement is attached as Exhibit C.

Before you build an Outlet or sign the Franchise Agreement, you must sign a "Deposit Agreement" in the form attached as Exhibit D, under which you will apply for a site for the Outlet. Once KFCLLC approves a proposed site under the Deposit Agreement, then concurrently with signing the Franchise Agreement, you must sign a KFC Franchise Option Agreement, in the form attached as Exhibit E (the "Option Agreement"). The Option Agreement provides you the option to develop the Outlet at an approved site. In addition to the Deposit Agreement, Option Agreement and Franchise Agreement, you must also sign an Advertising Agreement with the KFC National Council and Advertising Cooperative Inc. (the "National Co-Op"), which is attached as Exhibit F. If you are an existing franchisee and have already signed an advertising agreement, you may be eligible to sign an amendment to your existing advertising agreement to add the additional Outlet. A copy of KFCLLC's form Amendment to Advertising Agreement is attached as Exhibit F-1. If you are an entity, you must also sign the Control Person Addendum attached as Exhibit

O, which identifies one of your owners as the Control Person (as defined in Item 15) and the Ownership Addendum attached as Exhibit Y, which identifies your ownership structure. KFCLLC does not sign the Franchise Agreement until you have fulfilled the requirements of the Option Agreement.

For (i) Franchisees (defined below) opening new Outlets, and (ii) any franchisee purchasing an Outlet that was formerly owned by KFCC or its affiliates, you will also sign the Amendment to Kentucky Fried Chicken Franchise Agreement attached as Exhibit G (the “5/15 Amendment”). The 5/15 Amendment (i) requires you to pay a 5% royalty; (ii) grants one 10-year renewal right; and (iii) requires a 10-year upgrade of the Outlet according to KFCLLC’s standards and specifications (with refurbishment requirements at the Outlet during years 5 and 15 of the term of the Franchise Agreement).

### **Legacy Franchisees**

Legacy Franchisees (as defined below) opening new Outlets must sign the Franchise Agreement and New Development Addendum in the form attached as Exhibit H (the “Legacy New Development Addendum”). The Legacy New Development Addendum requires a 10-year remodel of the Outlet (subject to a \$175,000 spending limit, which is adjusted annually for inflation).

“Legacy Franchisees” are KFC franchisees in existence as of August 1, 2008 and their heirs (i.e., relatives of controlling owners by blood or marriage consistent with KFCC’s historical practice) and any subsequent legal entities which become KFC franchisees after that date with KFCC’s consent, provided that these subsequent KFC franchisees have as their controlling owners the same owners of their heirs (i.e., relatives of the controlling owners by blood or marriage consistent with KFCC’s historical practice).

### **Renewal**

If KFCLLC renews your right to operate an existing Outlet at the expiration of the term of the Franchise Agreement, you must sign the Franchise Agreement and the Renewal Addendum to Kentucky Fried Chicken Franchise Agreement in the form attached as Exhibit P to this Disclosure Document (“Renewal Addendum”).

If you complete a rebuild or relocation of an existing Outlet by December 31, 2025, you may be eligible to sign a Renewal Term Extension Addendum (a “Rebuild/Relocate Addendum”), which provides you an additional 20-year term (the “New Term”). The Rebuild/Relocate Addendum also contains the following terms and conditions: (i) the New Term commences upon the opening date of the rebuilt or relocated Outlet; (ii) you must remodel the Outlet (subject to a \$175,000 spending limit, which is adjusted annually for inflation) 10 years after New Term commences; and (iii) you must pay KFCLLC a fee equal to 2 times the current 10-year renewal fee. If your existing franchise agreement provides successive 10-year renewal rights, you will sign the form attached as Exhibit Q-1. If your existing franchise agreement does not provide you successive 10-year renewal rights, you will sign the form attached as Exhibit Q-2. If you sign the Rebuild/Relocate Addendum, you must also sign our then-current form of Franchise Agreement and any other documents we require to renew the Franchise.

### **Market Competition**

You will be competing with other restaurants and food-service businesses. The market for restaurants is highly developed in most areas and competition is intense. The Outlet will face competition from an increasingly large number of other food-service businesses.

## **Regulations**

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

## **ITEM 2** **BUSINESS EXPERIENCE**

### **President – KFCC & KFCLLC: Catherine Tan-Gillespie**

Ms. Tan-Gillespie is employed by KFCC and effective April 1, 2025, she will serve as President of KFCC and KFCLLC. From August 2024 through March 2025, she has served as the Chief Marketing Officer and Chief Development Officer for KFCC and KFCLLC. From January 2022 to August 2024, she was employed by Yum and served as President and General Manager, KFC Canada in Toronto, Canada. From October 2017 to December 2021, she was employed by Yum and served as Global Chief Marketing Officer in Dallas, Texas. Ms. Tan-Gillespie is based in Plano, Texas.

### **Chief Operations Officer – KFCC: Dennis Thuthuka Nxumalo**

Mr. Nxumalo has been KFCC's Chief Operations Officer since February 2024. From September 2020 to January 2024, he served as the Chief Operations Officer for KFC (Pty) Ltd. in Louisville, Kentucky. From January 2017 to August 2020, he served as the Brewery Operations Director for ABInBe Africa in Johannesburg, Gauteng, South Africa. Mr. Nxumalo is based in Plano, Texas.

### **Chief Financial Officer – KFCC & KFCLLC: Jonathan Ojany**

Mr. Ojany is employed by KFCC and has served as the Chief Financial Officer for KFCC and KFCLLC since May 2023. From July 2014 to February 2023, he was employed by The Coca-Cola Company in Atlanta, Georgia, and served in various positions including as Vice President Head of Center Strategy and Operations from May 2021 to February 2023, Chief of Staff to President and Chief Operations Officer from April 2019 to May 2021, and Director Strategy, Insights and Planning from September 2016 to April 2019. Mr. Ojany is based in Louisville, Kentucky.

### **Chief Legal Officer – KFCC & KFCLLC: Sarah Crow**

Ms. Crow is employed by KFCC and has served as the Chief Legal Officer for KFCC and KFCLLC since March 2025. From May 2024 to March 2025, she was employed by Yum in Plano, Texas, and served as Head of Yum! Global Franchising. From January 2023 to May 2024, Ms. Crow was employed by Taco Bell and served as Senior Legal Director of Franchising and Development in Irvine, California. From October 2020 to December 2022, she served as Legal Director of Global Franchise Office for Yum in Plano,

Texas. From May 2019 to October 2020, Ms. Crow served as Legal Director for Pizza Hut in Plano, Texas. Ms. Crow is based in Plano, Texas.

**Chief Technology Officer – KFCC & KFCLLC: Pradeep Ramakrishnan Narayanan**

Mr. Narayanan is employed by KFCC and has served as the Chief Technology Officer for KFCC and KFCLLC in Louisville, Kentucky since August 2023. From August 2010 to August 2023, he was employed by Yum Restaurants India Pvt Ltd and served as its Chief Technology Officer in Gurgaon Haryana, India. Mr. Narayanan is based in Plano, Texas.

**Chief New Concepts Officer – KFCC & KFCLLC: Christophe Poirier**

Mr. Poirier is employed by KFCC and has served as the Chief New Concepts Officer for KFCLLC since February 2024. From February 2019 to January 2024, he served as the Global Chief Brand Officer for Pizza Hut Global in Plano, Texas. Mr. Poirier is based in Louisville, Kentucky.

**Chief People & Culture Officer – KFCC & KFCLLC: Heather McCoy**

Ms. McCoy is employed by KFCC and has served as Chief People & Culture Officer for KFCC and KFCLLC since May 2024. From September 2022 to May 2024, she served as VP of Human Resources for Taco Bell in Irvine, California, and from March 2021 to September 2022, she served as Senior Director, Field and Franchisee Human Resources for Taco Bell in Irvine, California. From May 2017 to December 2020, she served as Director of Talent for Dollar Tree & Family Dollar in Chesapeake, Virginia. From January 2021 through February 2021, Ms. McCoy was between positions. Ms. McCoy is based in Plano, Texas.

**Chief Digital Officer - KFCC: Paul Sharad Tuscano**

Mr. Tuscano has been KFCC's Chief Digital Officer since August 2023. From February 2016 to June 2023, he was employed with Marriott International in Bethesda, Maryland and served in various positions including as the Vice President from September 2018 to June 2023 and the Senior Director from February 2016 to September 2018. Mr. Tuscano is based in Louisville, Kentucky.

**ITEM 3**  
**LITIGATION**

**KFCLLC Action**

Chicken Shack Potsdam, LLC v. KFC US, LLC (United States District Court, Northern District of New York, Case No. 8:23-cv-00789-TJM-CFH)

On June 29, 2023, Chicken Shack Potsdam, LLC ("CSP"), a current franchisee of KFCLLC, filed a complaint against KFCLLC alleging breach of contract, breach of the implied covenant of good faith and fair dealing, bad faith, estoppel, and unjust enrichment, and is seeking damages, attorneys' fees, costs and expenses. CSP alleges that KFCLLC relied on an allegedly flawed impact study and allowed another franchisee to open a new Outlet close to CSP's Outlet, which allegedly depressed the sales of CSP's Outlet. CSP filed an amended complaint on September 15, 2023, which added purported claims for fraud and fraudulent nondisclosure. On October 13, 2023, KFCLLC filed a motion to dismiss all of CSP's claims.

On March 10, 2025, the court granted KFCLLC's motion to dismiss in its entirety. CSP has thirty days to file an amended complaint.

Other than the above action, no litigation is required to be disclosed in this Item.

#### **ITEM 4** **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

#### **ITEM 5** **INITIAL FEES**

##### **Franchise Agreement**

**Initial Franchise Fee.** KFCLLC charges an initial franchise fee of \$45,000. The initial franchise fee is in consideration of KFCLLC providing you the right to develop an Outlet. You must pay the initial franchise fee in two parts: (i) the Deposit Fee; and (ii) the Option Fee. Additional payment terms and conditions of the Deposit Fee and Option Fee are both described below.

**Deposit Fee:** You will pay KFCLLC \$20,000 upon signing the Deposit Agreement (the "Deposit Fee"). If KFCLLC does not approve the proposed site and terminates the Deposit Agreement, you will be refunded the Deposit Fee less any applicable Impact Study Fees (as defined below), provided you execute a general release agreement on a form KFCLLC approves. KFCLLC's Impact Study (as defined in Item 11) guidelines allow certain Existing Franchisees (as defined in Item 11) to request an Impact Study on Existing Franchisees' sites. KFCLLC charges \$6,000 to conduct the Impact Study (the "Impact Study Fee"), and if the proposed site is denied as a result of the Impact Study, KFCLLC may subtract the Impact Study Fee from your \$20,000 deposit. If you are charged the Impact Study Fee, it is not refundable under any circumstances and is payable upon signing the Deposit Agreement. Unless otherwise indicated above, you will not receive a refund of the Deposit Fee under any circumstance.

**Option Fee:** You will pay KFCLLC \$25,000 upon signing the Option Agreement (the "Option Fee") in consideration of KFCLLC granting you the Option (as defined in Item 11) to build the Outlet. If the Option Agreement terminates as a result of a bona fide zoning or building restriction beyond your control, KFCLLC will refund \$22,500 of the Option Fee upon your execution of a general release in the form required by KFCLLC. Unless otherwise indicated above, you will not receive a refund of the Option Fee under any circumstance.

**Training Fee.** In addition, you are required to pay a training fee of \$3,000 (comprised of \$500 for Above Restaurant Leader training and \$2,500 for Key Operator Restaurant training, each as described in Item 11). KFCLLC will charge you this training fee if you complete the restaurant portion of your initial training in one of the Company-Owned Outlets. If you do not conduct any training at a Company-Owned Outlet, you will pay third parties for KFCLLC's training program. The fee you pay third parties varies depending on the third parties' cost to train you. In either case, the training fee will be payable prior to beginning KFCLLC's initial training program and is not refundable under any circumstance.

**Background Check Fee.** You will be required to pay a background check fee for each person that signs the Franchise Agreement or Guaranty (defined in Item 15), which fee currently ranges from \$575 to \$2,500 per person. This fee is determined by the third party vendor and will be collected by KFCLLC and



paid to the third party vendor on your behalf. You will pay the background check fee when you submit a consent form, and such fee is not refundable under any circumstances.

These fees are all uniformly imposed by KFCLLC.

### **Development Fee**

If you sign a Development Agreement, you will pay KFCLLC a development fee (“Development Fee”) in installments, and the number of installments will be equal to the number of development years (typically 3) listed in the development schedule of the Development Agreement. Each installment amount is calculated by multiplying the then-current initial franchise fee (currently, \$45,000) with the number of new Outlets you commit to develop in the applicable development year (typically between 3 and 12 Outlets). The total Development Fee will be in the range of \$135,000 to \$540,000 (assuming the initial franchise fee for each Outlet during the relevant period is \$45,000). The first installment of the Development Fee is payable upon the execution of the Development Agreement, and each subsequent installment is payable on September 30 of the year preceding the applicable development year. For every additional Outlet that is developed in any development year beyond those you committed to open in any development year, you will pay KFCLLC’s then-current initial franchise fee, currently \$45,000. The Development Fee is uniformly imposed, fully earned when paid to KFCLLC, and is not refundable under any circumstances.

### **ITEM 6** **OTHER FEES**

<b><u>(1)</u></b> <b><u>Type of Fee</u></b> (Note 1)	<b><u>(2)</u></b> <b><u>Amount</u></b>	<b><u>(3)</u></b> <b><u>Due Date</u></b>	<b><u>(4)</u></b> <b><u>Remarks</u></b>
Development Fee (Development Agreement)	The then-current initial franchise fee (currently, \$45,000) multiplied by the number of new Outlets you commit to develop in the applicable development year	September 30 of the year preceding the applicable development year	The Development Fee is payable in installments. The number of installments will be equal to the number of development years (typically 3 years) listed in the development schedule of the Development Agreement.
Royalty (Note 2)	4% to 5% of Gross Revenue or a minimum of \$1,440, whichever is greater, per month (minimum fee subject to adjustment based upon the Consumer Price Index.	Payable monthly by the 20th day of the next month.	See Note 3 for the definition of Gross Revenue.
National Co-Op (Note 4)	4.5% of Gross Revenue.	Payable monthly by the 20th day of the next month.	The Franchise Agreement states that KFCLLC will not require you to pay more than 5% of Gross Revenue for advertising purposes.

<b><u>(1)</u></b> <b><u>Type of Fee</u></b> (Note 1)	<b><u>(2)</u></b> <b><u>Amount</u></b>	<b><u>(3)</u></b> <b><u>Due Date</u></b>	<b><u>(4)</u></b> <b><u>Remarks</u></b>
Renewal, if applicable	\$9,600 (Note 5)	As incurred	Payment of the renewal fee is one of several requirements that you must fulfill as a condition of renewal if you sign the Franchise Agreement. The renewal fee is subject to adjustment based upon the Consumer Price Index.
Transfer to an existing KFCLLC franchisee	\$4,800 for the first Outlet and \$2,400 for each additional Outlet in the same transaction. (Note 5)	Upon your execution of KFCLLC's transfer Agreement.	The transfer fee is subject to adjustment based upon the Consumer Price Index.
Transfer to a new KFCLLC franchisee	\$9,600 for the first Outlet and \$4,800 for each additional Outlet in the same transaction. (Note 5)	Upon your execution of KFCLLC's transfer Agreement.	The transfer fee is subject to adjustment based upon the Consumer Price Index.
Audit	Entire cost of audit, including expenses of auditing personnel.	Immediately upon determination of amount.	Payable only if audit reveals a deficiency of at least 2% of the amount of royalties actually paid.
Additional/Refresh Training	\$500 per person per week	As incurred.	Payable if we determine that you or any of your employees need additional training and complete that training at a Company-Owned Outlet. We may increase this fee, not to exceed \$5,000 per person per week.
Administrative	\$500 administrative services fee for each transaction in which KFCLLC processes changes to your corporate structure, or when processing other approved modifications.	At time a request for change is made.	This fee is subject to change, not to exceed \$5,000.
Costs, expenses, and attorneys' fees	Will vary	After judgment is entered in KFCLLC's favor.	KFCLLC is entitled to collect these costs, expenses, and fees if it wins a lawsuit it brings against you based on the Franchise Agreement (if you win the case, you are entitled to these costs, expenses and fees).
Indemnification	Will vary	As incurred	You are responsible for all matters arising out of the operation of the Outlet, including personal injury and property damages. If you sign a Development Agreement you are responsible for all matters arising out of the

<b><u>(1)</u></b> <b><u>Type of Fee</u></b> (Note 1)	<b><u>(2)</u></b> <b><u>Amount</u></b>	<b><u>(3)</u></b> <b><u>Due Date</u></b>	<b><u>(4)</u></b> <b><u>Remarks</u></b>
			business you conduct under the Development Agreement.
Late royalty payments	1.5% per month	Upon demand	Payment to encourage prompt payment of royalties and cover expenses involved in processing late payments.
Restaurant Operations Compliance Check ("ROCC") – comprised of two categories: (1) Food Safety Compliance Check ("FSCC") and (2) Operations Standards Compliance Check ("OSCC") re-evaluation	ROCC evaluation: \$216 per evaluation FSCC evaluation: \$156 per evaluation (Note 6)	As incurred	KFCLLC will pay for ROCC evaluation (which includes both FSCC and OSCC), 3 times per year. If an OSCC evaluation results in an underperforming (failure), then a FSCC and a OSCC re-evaluation will be required and will be at your expense. If a FSCC assessment results in an underperforming (failure), then only a FSCC (and not a OSCC) re-evaluation will be required and will be at your expense. If a re-evaluation is required at your expense, you will pay the vendor directly. The evaluation fees are subject to change by the vendor.
Technology Fees	Currently, \$297.39 per month (Note 7)	Payable monthly	The Technology Fee is payable for the ongoing subscription, maintenance, and support of, and provision of services related to, certain required technology platforms, software components, and mobile applications ("Restaurant Technology") that KFCLLC will make available and require you to use in connection with the operation of the Outlet. Technology Fees does not include the purchase price and installation cost of any hardware or equipment that are required to access Restaurant Technology. You may be required to add additional technology components for additional fees. KFCLLC may modify the amount of the technology fees upon reasonable notice to you.
One System Fund Fee	\$180 per Outlet/per month (plus applicable tax and shipping) (reoccurring payments).	Payable monthly	Includes hardware to display merchandising materials and menu panels and other point of sales advertising materials which

<b><u>(1)</u></b> <b><u>Type of Fee</u></b> (Note 1)	<b><u>(2)</u></b> <b><u>Amount</u></b>	<b><u>(3)</u></b> <b><u>Due Date</u></b>	<b><u>(4)</u></b> <b><u>Remarks</u></b>
			support national promotions. This amount is paid to the National Co-Op. This fee is subject to change, with any change to be approved by the National Co-Op committee, which includes franchisees.
Digital Fee	3.5% of Gross Revenue collected from all Digital Orders.	Payable monthly	“Digital Orders” means orders placed via digital ordering platforms, channels, and third-party aggregators, such as KFC.com, GrubHub, DoorDash, UberEats, PostMates and other digital ordering services. Digital ordering service providers may be added or removed periodically. The use of digital ordering services is optional but if you elect to use digital ordering services the Digital Fee is required. Currently, approximately 90% of franchisees participate in digital ordering services.
Liquidated Damages (Development Agreement)	Will vary	As incurred	If you fail to timely open the number of new Outlets and replacement Outlets you committed to open in any development year, you will pay liquidated damages in an amount equal to the average annual Gross Revenue of all New Outlets (as defined in Item 19, and that were open the entirety of KFC’s last fiscal year immediately preceding the default) for the immediately preceding fiscal year, multiplied by 5%, multiplied by two years, and multiplied by the difference between the number of new and replacement Outlets you committed to development and the actual number of approved new and replacement Outlets you developed during the development year.

## **NOTES:**

1. All fees, other than advertising fees (See Note 4) and ROCC and OSCC re-evaluation fees, are payable to KFCLLC or its designated parents or affiliates and are non-refundable. These fees may not be uniform for franchisees signing the Franchise Agreement. Unless otherwise indicated, these fees are due under the Franchise Agreement.
2. If you build a new Outlet or purchase an existing Outlet from KFCC or its affiliates, you are required to sign the 5/15 Amendment and will pay a total royalty fee of 5% of Gross Revenue (subject to the monthly minimum). Legacy Franchisees who build a new Outlet are required to sign the Legacy New Development Addendum, under which they will pay a royalty of 4% of gross revenue and still be subject to the monthly minimum. All minimum royalty payments may be increased for every 10% increase in the Consumer Price Index, using June 1976 as the base period (\$170.10), but in no event will such minimum royalty exceed the minimum royalty then being charged by KFCLLC for new Kentucky Fried Chicken Franchises. All royalty payments must be made by electronic funds transfer paid directly to KFCLLC.
3. "Gross Revenue" includes the total of all monies and receipts derived from products prepared and services performed at the Outlet, at special events or from catering and from all sales and orders made, solicited or received at the Outlet or at special events and from all other business whatsoever conducted at or from the Outlet, whether such revenues are evidenced by cash, credit, checks, gift certificates, scrip, food stamps, coupons, services, property or other means of exchange, and whether such sales are of food, beverages, tobacco products, vending machine items, services, merchandise or products of any nature whatsoever.

Gross Revenue does not include: (a) sales or merchants' or other taxes measured on the basis of the gross revenue of the business imposed by governmental authorities directly on sales and collected from customers, provided the taxes are added to the selling price and are in fact paid by the Franchisee to the appropriate governmental authorities, or (b) promotional or discount coupons to the extent that the Franchisee realizes no revenue therefrom through issuance, redemption or otherwise. Cash refunded and credit given to customers, and receivables uncollectible from customers, is deducted in computing Gross Revenue to the extent that such cash, credit, or receivables represent amounts previously included in Gross Revenue on which royalties were paid.

4. You pay all advertising expenses to the National Co-Op. In November 2022 the National Co-Op set the national advertising contribution rate at 4.5% for the period from January 1, 2023 through December 31, 2028. Unless otherwise changed in accordance with the National Co-Ops By-Laws, the national advertising contribution rate will revert to 2% on January 1, 2027. The National Co-Op and local cooperatives may charge additional fees for late payments. All payments of national advertising must be made by electronic funds transfer to the National Co-Op.
5. These amounts account for the current adjustment to reflect any 10% increase in the Consumer Price Index using June 1976 as the base period.
6. If you acquire an existing co-branded KFC Taco Bell restaurant, the fee will be \$216, plus food cost of \$7, per re-evaluation for the KFC portion of your co-branded restaurant.
7. KFCLLC anticipates that additional technology components will be required to be implemented within the next two years, with technology fees increasing as additional technology components are added to an Outlet. Currently, KFCLLC anticipates that the technology fees will increase to up

to \$411.23 per Outlet per month when all anticipated technology components are implemented, but KFCLLC may increase that amount. KFCLLC submits increases in the technology fee to the National Co-Op technology advisory committee for advice and input, though such input is not binding on KFCLLC.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**  
**DEVELOPMENT AGREEMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

<b>(1) Type of Expenditure</b>	<b>(2) Amount</b>	<b>(3) Method of Payment</b>	<b>(4) When Due</b>	<b>(5) To Whom Payment is to be Made</b>
Development Fee (Note 1)	\$135,000 to \$540,000	As Agreed	See Note 2	KFCLLC or its designated parents or affiliates
Additional Funds – 3 months	\$0			
<b>TOTAL</b>	<b>\$135,000 to \$540,000</b>			

**NOTES:**

1. This estimate assumes that you will develop between 3 and 12 new Outlets under the Development Agreement and the initial franchise fee for each Outlet during the relevant period is \$45,000. The Development Fee is further described in Item 5. The Development Fee is paid in lieu of the initial franchise fee for the new Outlets you commit to develop under the Development Agreement.
2. The Development Fee is payable in installments, and the number of installments will be equal to the number of development years listed in the development schedule of the Development Agreement. Each installment amount is calculated by multiplying the then-current initial franchise fee (currently, \$45,000) with the number of new Outlets you commit to develop in the applicable development year. The first installment of the Development Fee is payable upon the execution of the Development Agreement, and each subsequent installment is payable on September 30 of the year preceding the applicable development year.

**FRANCHISE AGREEMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

<b>(1) Type of Expenditure</b>	<b>(2) Amount</b>	<b>(3) Method of Payment</b>	<b>(4) When Due</b>	<b>(5) To Whom Payment is to be Made</b>
Background Check Fee (Note 1)	\$575 to \$2,500 per person	As Agreed	Upon submission of consent form	KFCLLC

(1) Type of Expenditure	(2) Amount		(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Deposit Fee (Note 2)	\$20,000		Electronic Funds Transfer	Upon signing the Deposit Agreement	KFCLLC or its designated parents or affiliates
Option Fee (Note 3)	\$25,000		Electronic Funds Transfer	Upon signing the Option Agreement	KFCLLC or its designated parents or affiliates
Training Expenses (Note 4)	\$5,000 to \$8,000		As Agreed	As Incurred	KFCLLC, its designated parents or affiliates or Third Party (such as airline or hotel)
Permits, Licenses & Security Deposits (Note 5)	\$50,000 to \$100,000		As Agreed	As Incurred	Third Party
Real Property (Note 6)	\$300,000 to \$1,000,000		As Agreed	As Incurred	Third Party
Building & Site Costs	\$1,000,000 to \$1,900,000 (Note 7)	\$200,000 to \$650,000 (Note 8)	As Agreed	As Incurred	Third Party
Equipment, Signage, Décor, POS & Required Technology (Note 9)	\$375,000 to \$606,000		As Agreed	As Incurred	Third Party
Start-up Inventory (Note 10)	\$10,000		As Agreed	As Incurred	Third Party
Grand Opening Expense (Note 11)	\$5,000		As Agreed	As Incurred	Third Party
Insurance (Note 12)	\$7,250 to \$10,050		As Agreed	As Incurred	Third Party
Miscellaneous Costs (Note 13)	\$5,000 to \$10,000		As Agreed	As Incurred	Third Party
Additional Funds (3 months) (Note 14)	\$50,000 to \$75,000		As Agreed	As Incurred	Employees, Third Party
<b>Total Estimated Expenditure (Note 17)</b>	<b>\$1,852,825 to \$3,771,550 (Note 15)</b>	<b>\$1,052,825 to \$2,521,550 (Note 16)</b>			

#### **NOTES:**

- The background check fee is only payable if you are a new KFC franchisee or if you add a new partner or owner. This fee may be higher for non-U.S. citizens and will vary depending on where you are located; some non-U.S. citizens have paid as much as \$3,700. The cost of the background check is determined by the third-party vendor, which KFC will collect and pay to such vendor.

2. The Deposit Fee is refundable if KFCLLC does not accept your proposed site and terminates the Deposit Agreement.
3. The Option Fee is refundable under limited circumstances as described in Item 5.
4. \$3,000 may be paid to KFCLLC or its affiliate if KFCLLC provides you with the restaurant portion of its training program in a Company-Owned Outlet. If you do not conduct any training at a Company-Owned Outlet, you will pay third parties for KFCLLC's training program. The costs vary depending on how much it costs the third-party to train you. This includes an estimation of your food, lodging, travel, and other expenses you incur in attending KFCLLC's training program.
5. You must obtain permits from various local regulatory agencies which may charge a fee for the permits. KFCLLC assumes that you will need to provide deposits for utilities. The amount will vary depending upon the practices of the utility companies.
6. Average lots for approved, free-standing and in-line Outlet sites are approximately 175 feet wide and 200 feet deep; are on a well-traveled, major street with good ingress/egress; have good visibility; and have ample space for parking, among other things. Land costs vary depending on size and location, and whether you purchase or lease the site. The estimates given are for purchased sites. Both the location and the proposed building are subject to KFCLLC's acceptance before you obtain permits or local approvals or start construction. Land and building costs vary depending on size and location, and whether you purchase or lease the site. These land and building costs are within your discretion, subject to KFCLLC's acceptance of the site and structure. Site acquisition or lease costs may be beyond KFCLLC's estimated range in some localities. For leases, security deposits are generally required.
7. The building and site construction estimates are for newly constructed, ground-up Outlets and are based on the National Average construction cost index (RS Means, city cost index). Land costs in some areas of the country are consistently above, and others consistently below, the median. You will need to adjust your projected costs based on the construction cost index for the location where you plan to build. Local codes may also require some building enhancements which can impact total input cost. Actual costs will vary from these building cost estimates. Site work costs include those costs necessary to prepare the land for building construction. The costs reflected in this Item 7 assume a 20,000 to 35,000 square foot site that is ready for building, and they will vary with the size and condition of the site, as well as other factors.
8. In certain instances, you may opt to remodel or reopen a previously closed Outlet or convert and remodel a previously closed different restaurant-brand location into an Outlet. KFCLLC estimates these remodeling costs based on company-owned and franchisee-owned Outlet remodeling costs. You will need to adjust your projected costs based on the location and size of the building that you plan to reopen. The costs reflected in this Item 7 assume a 1,700 to 3,000 square foot building and a 20,000 to 35,000 square foot site.
9. You must install, among other things, restaurant equipment (including cookers; refrigeration; display/holding cabinets, including extended hold cabinets; warmers; and ovens); furniture; décor items; counters; cash registers; required computer software and technology components; smallwares; drive-thru timers; and indoor and outdoor signage. This estimate also includes an initial one-time enrollment fee into the One System Fund Fee administered by the National Co-Op, by which you will purchase hardware to display, merchandising materials, menu panels and other point of sales advertising materials that support national promotions at the Outlet.



10. KFCLLC estimates that this fee will be sufficient to cover initial supplies of food and beverage products, as well as packaging and other general supplies, such as cleaning and office materials.
11. Before opening the Outlet, your initial advertising may include print and electronic media, as well as in-store promotional items such as point-of-sale displays and merchandising materials. The amount of initial advertising will vary depending upon the market. This estimate includes marketing materials, including a grand-opening package, you may purchase through the One System Program (as defined in Item 11).
12. The estimated range consists of the annual insurance premium you will be charged to meet our minimum insurance requirements for the Outlet, which include:
  - a. Fire, extended coverage and vandalism and malicious mischief at 80% of actual cash value of building, contents, and improvements;
  - b. Employer's liability and workmen's compensation insurance as prescribed by applicable law; and
  - c. Comprehensive general liability and automobile insurance on an occurrence basis naming KFCLLC and its affiliates as additional insureds and underwritten by any reputable insurance carrier approved by KFCLLC covering the following risks in no less than the following amounts, subject to reasonable increase by KFCLLC after 5 years based on inflation or future experience with claims asserted against food outlets:

<b><u>Type of Risk</u></b>	<b><u>Limit of Liability</u></b>
Bodily injury to or death of one or more persons	\$300,000 each accident or each person
Property damage or destruction	\$100,000 each accident
Public and product liability	\$300,000 each occurrence

13. These estimated costs consist of items such as uniforms and professional fees (for example, attorneys and accountants).
14. You will need capital to support on-going expenses such as, payroll; utilities; royalties; advertising; supplies; food and beverage products; and packaging, to the extent that these costs are not covered by sales revenue. New businesses often generate a negative cash flow. KFCLLC estimates that the listed amount will be sufficient to cover on-going expenses for the start-up phase of the business, which KFCLLC calculates to be 3 months.
15. This subtotal represents your estimated initial investment to construct new Outlets.
16. This subtotal represents your estimated initial investment to remodel or reopen a previously closed Outlet or convert and remodel a different restaurant-brand into an Outlet.
17. KFCLLC relied upon its, its parent's, its affiliate's, and its franchisees' experience in compiling these estimates. You should review these figures carefully with a business advisor before making any decision to open an Outlet. Other than described in Item 10, neither KFCLLC nor its affiliates offer direct or indirect financing for any part of the initial investment of an Outlet. These estimates do not include any finance charge, interest, or debt service obligation.

**ITEM 8**  
**RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

**Standards, Specifications and Approved Suppliers**

Equipment, inventory, advertising materials, training materials, uniforms, packaging, gift cards, certain computer hardware and software (including, point of sale system, cashless payment system, kitchen display system, drive-thru timers, thermometer and oil probes, back of the house tablet and software/applications, digital store network, and related products and services), as well as all food and beverage ingredients and products, including the Approved Products, that are used or sold at the Outlet must be purchased from suppliers (manufacturers and distributors) approved by KFCLLC. In addition, these items must meet KFCLLC's specifications. KFCLLC and its affiliates do not provide material benefits to franchisees for purchasing particular products or services or using designated or approved suppliers. Currently, except for certain components of the Restaurant Technology and related services, you are not required to purchase or lease any product or service from KFCLLC or its affiliates in connection with the Outlet. During the fiscal year ended December 30, 2024, KFCLLC received \$13,578,525 (or approximately 5.94% of its total revenue of \$228,702,000) from direct sales or leases of products and services to franchisees and licensees.

Our parent, KFCC, may lease real estate for some franchised Outlets. There is not a general requirement that you lease real estate from KFCC, but some Outlets may only be available under a lease from KFCC. Neither we nor KFCC is obligated to lease real estate to you. During the fiscal year ended December 30, 2024, KFCC received approximately \$13,639,125 in revenue from leases of real estate to certain KFCLLC franchisees and licensees for their Outlets.

**Approval/Disapproval of Suppliers**

You must purchase only from KFCLLC's approved suppliers, and at your expense, all fixtures, furnishings, equipment, food products, and signs as KFCLLC may periodically require and you may not install any of these items at the Outlet without KFCLLC's approval. KFCLLC approves suppliers based on its determination of their ability to meet KFCLLC's standards and specifications for the food, paper goods, packaging, advertising, point-of-sale materials, signs, equipment, smallwares, fixtures and other goods and supplies which are used in the operation of the Outlets, as well as their capacity and facilities to meet expected demand. Published specifications are available upon request from KFCLLC's designated Quality Assurance Department and are supplied to the approved Vendors and Distributors, as appropriate, in order to help preserve their confidentiality.

If you desire to purchase products from a supplier who is not approved by KFCLLC and KFCLLC is willing to consider approving that supplier, you must provide KFCLLC with all information regarding that supplier that KFCLLC requests; and, the supplier may be required to provide KFCLLC with samples of the products you wish to purchase. KFCLLC may require tests to determine whether the products meet its standards. If KFCLLC does, the tests will be performed by KFCLLC or under its direction, with all of the costs (including direct testing costs and other indirect costs) being subject to payment by the proposed supplier. KFCLLC may require that its representatives be permitted to inspect the proposed supplier's facilities for quality control and sanitation. On completion of any tests or other procedures KFCLLC requires, including determining whether the proposed supplier possesses adequate capacity and facilities, KFCLLC will notify you and the supplier whether the supplier is approved to sell to franchisees. It is estimated that the complete approval process will take approximately 120 days, but this can vary based on

the complexity of the items, receipt of requested information, delays at testing agencies and other factors. KFCLLC is not required to approve suppliers who do not meet all of its standards and specifications, nor is KFCLLC required to approve other suppliers for any seasoning or other products or items which constitute a trade secret of KFCLLC. KFCLLC may re-inspect the facilities, equipment and products of any approved supplier, as well as monitor the production and use of any items used in the KFC business. On the basis of KFCLLC's review and monitoring, KFCLLC may revoke its approval of any approved supplier if that supplier fails to meet all of KFCLLC's standards and specifications. If KFCLLC does revoke approval of a supplier, KFCLLC will notify you and you must stop purchasing from any disapproved supplier. KFCLLC may periodically change its standards, specifications, and supplier approval process.

A list of approved suppliers is available to franchisees upon request. This list may be amended by KFCLLC. Team KFC also contains KFCLLC's then-current standards and specifications regarding products which are required by KFCLLC to be used in establishing or operating the Outlet; however, KFCLLC is not obligated to disclose any trade secrets. KFCLLC and its officers do not own any interest in any approved supplier.

### **Purchase Agreements and Revenue**

KFCLLC and its affiliates have negotiated purchase arrangements (including price terms) with various information technology vendors for certain products that benefit franchisees. Yum and the Pepsi-Cola Company ("Pepsi") have also negotiated a purchase arrangement that may require you to sell and serve beverage products licensed by Pepsi. Participating Outlets (Company-Owned Outlets as well as franchisee-owned Outlets) must enter into a contract with Pepsi under which they will receive certain payments based on their purchases of Pepsi products. Additionally, Pepsi will (i) contribute to KFC's franchisee convention and the National Co-Op for the benefit of the KFC system; and (ii) contribute marketing funds for the benefit of the KFC system, based on such Outlets' purchases of Pepsi products.

Yum and Dr. Pepper/Seven Up, Inc., ("DPSU") have also negotiated a purchase arrangement that may require you to sell and serve beverage products licensed by DPSU. Participating Outlets (Company-Owned as well as franchisee-owned) must enter into a contract with DPSU under which they will receive certain payments based on their purchases of DPSU products. Additionally, DPSU will contribute to KFC's franchisee convention and the National Co-Op for the benefit of the KFC system based on such participating Outlets' purchases of DPSU products.

KFCC and Tetley Harris Food Group ("Tetley") have also negotiated a purchase arrangement that may require you to sell and serve restaurant-brewed tea beverage products licensed by Tetley. Participating Outlets must enter into a contract with Tetley under which they will receive certain payments based on their purchases of Tetley products. Additionally, Tetley will collect and remit rebates to RSCS for the benefit of the National Co-Op and the KFC system based on such participating Outlets' purchases of Tetley products.

KFCLLC or its affiliates will receive royalty payments or partner fees from various approved digital ordering and third party delivery service providers ranging from 1% to 2% of revenue from food orders sold by Outlets to customers, in consideration for a license of the Marks to such service providers to provide services to Outlets. You are not required to utilize those digital ordering and third party delivery services; however, in order for you to obtain the benefit of such license, you must enter into a participation agreement with the third party. During the fiscal year ended December 30, 2024, Yum Restaurant Service Group received approximately \$5,585,792 in royalty fees and partner fees from digital ordering and third party delivery service providers as a result of franchisees' participation in such digital order and delivery service platforms.

Currently, Mastercard pays Yum Restaurant Service Group an annual rebate based on the amount of payment processing fees paid on certain qualifying transactions at KFC outlets accepting Mastercard cards. During the fiscal year ended December 30, 2024, Yum Restaurant Service Group received \$14,629 from Mastercard as a result of KFC franchisees' and licensees' qualified transactions. That rebate amount was credited to franchisees and licensees pro rata on a per outlet basis for all KFC traditional and non-traditional outlets open as of October 28, 2024.

KFCLLC and its affiliates do not derive any other revenue from any third party suppliers as a result of required purchases or leases by franchisees, nor do they receive lower prices or discounts from suppliers because of purchases by you from a particular supplier.

It is estimated that the cost of your required purchases from approved suppliers or that are subject to our standards and specifications will represent approximately 50% of your required purchases of products and services to establish the Outlet and approximately 90% of your required purchases of products and services to operate the Outlet. No officer of KFCLLC owns an interest in any approved supplier.

### **Purchasing Cooperative**

Purchasing activities (including negotiation of pricing terms) for food, packaging and equipment used in the KFCLLC system are conducted primarily through Restaurant Supply Chain Solutions, LLC ("RSCS"). The members of RSCS are the KFC National Purchasing Co-op, Inc. (the "KFC Co-op"), and co-ops of KFCLLC's sister companies and their franchisees (Pizza Hut National Purchasing Co-op, Inc. and Taco Bell National Purchasing Co-op, Inc., collectively with the KFC Co-op, the "Concept Co-ops"). By contract, RSCS also provides purchasing programs and program management services for A&W National Purchasing Co-op, Inc. Because RSCS is a shared resource organization, allocation costs and sourcing fees attributable to the KFC Co-op may vary. Each Concept Co-op has historically distributed substantially all of its net income not required for working capital or reserves to its members each year as a "patronage dividend." RSCS is the exclusive purchasing agent for the Company-Owned Outlets and franchised restaurants in the United States.

Once you obtain a franchise from KFCLLC, you will be eligible to join the KFC Co-op and, through that membership, participate in the purchasing program conducted on behalf of the KFC Co-op for KFC operators by RSCS. To join the KFC Co-op, you must subscribe for and purchase from the KFC Co-op one share of "membership common stock" for \$10 per share, plus one share of "store common stock" for each Outlet that you own and operate in the U.S., currently priced at \$400 per share. If you later sell some or all of the Outlets (or otherwise become ineligible for membership), the KFC Co-op may, but is not required to, redeem your store common shares in the amount equal to your original purchase price and, if you become ineligible for membership, will redeem your membership common share for \$10. KFCLLC does not require that you join the KFC Co-op. Subject to the limitation described below, you may purchase through RSCS and the KFC Co-op as a non-member (in which case you will have no voting rights and will not be eligible to receive patronage dividends). The KFC Co-op may refuse to do business with KFC franchisees that are not members of the KFC Co-op.

**ITEM 9**  
**FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other Items of this Disclosure Document.**

	<b>Obligation</b>	<b>Section in Option Agreement</b>	<b>Section in Franchise Agreement</b>	<b>Section in Development Agreement</b>	<b>Section in Advertising Agreement</b>	<b>Disclosure Document Item in FDD</b>
a.	Site selection and acquisition/ lease	2, 3	Not Applicable	3.B.	Not Applicable	7, 11
b.	Pre-opening purchases/ leases	2, 3	5, 12, 13	Not Applicable	Not Applicable	5, 7, 8
c.	Site development and other pre-opening requirements	2, 3, 5	5	Not Applicable	Not Applicable	6, 7, 8, 11
d.	Initial and on-going training	Not Applicable	5, 7	Not Applicable	Not Applicable	7, 11
e.	Opening	3	3	3.A.	Not Applicable	11
f.	Fees (1)	1	7, 8, 10, 11, 16	4	2	5, 6, 7
g.	Compliance with Standards and policies/Operating Manual	3	3, 5	Not Applicable	Not Applicable	11, 14
h.	Trademarks and proprietary information	5, 6	3, 5	6	Not Applicable	13, 14
i.	Restrictions on products/ services offered	Not Applicable	3, 5, 12	Not Applicable	Not Applicable	16
j.	Warranty and customer service requirements	Not Applicable	5	Not Applicable	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	Not Applicable	3, 5	3.A.	Not Applicable	12
l.	Ongoing product/service purchases	Not Applicable	7, 12	Not Applicable	Not Applicable	8
m.	Maintenance, appearance, and remodeling requirements	Not Applicable	4, 5, 6	Not Applicable	Not Applicable	1, 11
n.	Insurance	Not Applicable	13	Not Applicable	Not Applicable	7, 8
o.	Advertising	Not Applicable	10	Not Applicable	3, 7	6, 7, 11
p.	Indemnification	Not Applicable	20	10.B.	7	6
q.	Owner's participation/ management staffing	Not Applicable	5	Not Applicable	Not Applicable	15
r.	Records and reports	Not Applicable	11	3.D.	2	11
s.	Inspections and audits	Not Applicable	5, 11	Not Applicable	2	6, 11
t.	Transfer	15	16	7	4	17
u.	Renewal	Not Applicable	4	Not Applicable	4	17

	<b>Obligation</b>	<b>Section in Option Agreement</b>	<b>Section in Franchise Agreement</b>	<b>Section in Development Agreement</b>	<b>Section in Advertising Agreement</b>	<b>Disclosure Document Item in FDD</b>
v.	Post-termination obligations	7, 8	3, 5, 11, 15, 17	8.C.	Not Applicable	17
w.	Non-competition covenants	Not Applicable	15, 17	Not Applicable	Not Applicable	17
x.	Dispute resolution	13	Not Applicable	11.G.	9	17
y.	Signing of franchise agreement	5	Not Applicable	3.B.	Not Applicable	1

## **ITEM 10**

### **FINANCING**

Except as described below, KFCLLC does not offer, directly or indirectly, any arrangements for financing your initial investment or the continuing operation of the Outlet. KFCLLC is unable to predict whether you can obtain financing for all or any part of your investment; and, if you are able to obtain financing, we cannot predict the terms of the financing. Except as described below, neither KFCLLC nor Yum guarantees your note, lease or other obligation.

#### **Yum Lending Assistance for Qualified Franchisee Applicants**

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

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

## **Required Terms**

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

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

### **ITEM 11**

#### **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, KFCLLC (or its designee) is not required to provide you with any assistance.**

**A. Before you open the Outlet, KFCLLC (or its designee) will:**

1. Furnish you with a description of the area in which you may establish the Outlet (Option Agreement, Section 1);
2. Notify you whether your proposed site and plot plans are acceptable (Option Agreement, Section 2);
3. Furnish you with KFCLLC's standards and specifications regarding building type, access requirements, furnishings, and equipment (Option Agreement, Section 3);
4. Countersign the Franchise Agreement and related documents upon your completion of your obligations under the Option Agreement (Option Agreement, Section 5);
5. Provide online access to a list of approved suppliers (Franchise Agreement, Section 12);
6. Provide training and operating advice (Franchise Agreement, Sections 5 and 7); and
7. Provide access to our Standards Library (as defined below). (Franchise Agreement, Sections 5, 6, 12 and 16).

**B. During the on-going operation of the Outlet, KFCLLC (or its designee) will:**

Under the Franchise Agreement:

1. Offer continuing training programs, as KFCLLC deems appropriate (Franchise Agreement, Section 7);
2. Provide continuing services as KFCLLC deems advisable relating to furthering the KFC System and protecting the Marks, including refinement of products and equipment; informing you of quality control methods and research and development which KFCLLC believes may be beneficial to your operation; recommending business and accounting procedures which KFCLLC believes may be of value; and scheduling meetings for informing you of developments in processing and marketing approved products. KFCLLC may charge for optional services which KFCLLC elects to provide (Franchise Agreement, Section 7);
3. Work to maintain sources of supply for items incorporating the trade secrets of KFCLLC which are essential for operating an Outlet (Franchise Agreement, Section 7);
4. Notify you about the introduction of additional Optional Products (Franchise Agreement, Section 3);
5. Notify you in writing before requiring that a product be sold at the Outlet (Franchise Agreement, Section 5);
6. Notify you of the expiration of the Franchise Agreement, if you have renewal provisions (Franchise Agreement, Section 3); and
7. Notify you within 5 business days whether KFCLLC approves or disapproves advertising materials submitted to KFCLLC by you (Franchise Agreement, Section 10).

Under the Development Agreement:

We will notify you whether you have KFC brand approval for a particular site (Development Agreement, Section 3.B.).

**Computer and Electronic Point-of-Sale Systems**

You must keep books and records in a form satisfactory to KFCLLC. You must prepare complete records regarding all sales at the Outlet, as well as all financial, operating, marketing and other aspects of the Outlet. You must maintain an accounting system that accurately reflects all aspects of the business at the Outlet, including books of account; tax returns; daily reports; statements of Gross Revenue; profit and loss statements; and balance sheets. You must also submit to KFCLLC any other reports that KFCLLC may reasonably request concerning the business conducted at the Outlet.

System Technology: You must obtain and use specified computer hardware, software, and other technology components that meet KFCLLC's standards and specifications. Currently, the following software, hardware, and technology components are required for all KFC locations (the "Computer System"):



- i. Approved Back of House (BOH) System – All KFC locations are required to use a KFC-approved BOH PC and an approved printer, including the approved BOH software, and carry a valid manufacturer warranty service program.
- ii. Approved Point of Sale (POS) System – Currently, there are two approved POS systems as KFCLLC transitions all KFC Outlets to a new approved POS System; once the transition is complete, there will be one approved POS system. There are multiple KFC-approved POS hardware options available.
- iii. A Secure Store Network Environment – All franchisees will deploy and maintain a Secure Store Network Environment via a KFC-approved solution, including a secure wireless environment.
- iv. Broadband Connection – All franchisees must install and maintain a broadband connection using an approved broadband service provide or broadband management service provider. Currently, the only KFC-approved provider is Comcast Cable Communications Management, LLC.
- v. Kitchen Display Systems (“KDS”) – All KFC locations are required to install and use an approved kitchen display system. Currently there are two approved KDS systems as KFCLLC transitions all KFC Outlets to a new approved KDS system; once the transition is complete, there will be one approved KDS system. Currently, Yum Connect is the only approved supplier for the KDS software. The related hardware components must be purchased from approved suppliers.
- vi. Drive Thru Technology – Each KFC location with a drive thru must have a drive thru timer system that is compatible with the POS system. The drive thru timer system software and hardware must be purchased from approved suppliers.
- vii. Approved mobile device – All KFC locations are required to have an approved mobile device, which must have certain mobile applications that are used for recommended ordering, and automating routines and tasks.

KFCLLC may change the required components and vendors identified above, and may add additional required technology components to the Computer System. Currently, the cost of the Computer System ranges from \$22,000 to \$31,000 per Outlet. You will pay a monthly technology fee (currently \$297.39 per Outlet per month; subject to further change and anticipated to increase to up to \$411.23 per month within the next two years as additional technology components are added, but KFCLLC may increase that amount). You must enter into the Restaurant Technology Agreement attached as Exhibit R to this Disclosure Document. KFCLLC will have independent access to the information that will be generated or stored on your Restaurant Technology. There is no contractual limit on KFCLLC’s right to access this information. You must either sign and pay for a hardware maintenance contract with a KFCLLC-approved hardware maintenance provider, or any other KFCLLC approved vendor, or agree to self-maintain those systems in the form attached as Exhibit S to this Disclosure Document. KFCLLC estimates the annual cost of maintenance, updating, upgrading and support for the Outlet’s Computer System to be \$2,000.

### **Standards Library**

The KFC confidential operating manual, referred to as the standards library (the “Standards Library”), explains the required standards for preparing products to be sold at the Outlet. The Standards

Library contains KFCLLC's guidelines, standards and operating procedures, and may also include other information regarding your obligations under the Franchise Agreement (the "System Standards"). KFCLLC may change the Standards Library at any time. You are provided confidential access to the Standards Library electronically through Team KFC. You and your employees must keep the Standards Library and its contents confidential. The Table of Contents of the Standards Library, including the key sections of the Standards Library is attached as Exhibit I. The Standards Library has a total of 1,776 pages.

## **Training**

No later than 30 days before you open the Outlet or close on the acquisition of an existing Outlet, you (or if you are an entity, the Control Person) must attend and complete, to KFCLLC's satisfaction, the Above Restaurant Leader initial training program offered by KFCLLC on the operation of an Outlet. You will designate a key operator, subject to KFCLLC's approval, to complete the Key Operator Restaurant training. Key Operator Restaurant training must also be completed no later than 30 days before you open the Outlet or close on the acquisition of an existing Outlet. With KFCLLC's permission, other principals or key operators of yours may attend and complete the initial training program at an additional cost to you. At KFCLLC's direction, other employees of yours must attend and complete the training program to KFCLLC's satisfaction. All training programs will be scheduled, as needed, at KFCLLC's designated national, regional or divisional offices or other places as KFCLLC may designate, such as franchisee operated Outlets. Training programs include computer-based training through our Learning Management System program (defined below), online learning, written material, on-the-job training at other Outlets and classroom instruction. If you (or any principal, key operator, or other employee of yours) do not complete the Above Restaurant Leader training program to KFCLLC's satisfaction, KFCLLC may require that individual to be retrained, or that another principal, key operator, or employee be trained to operate the Outlet. The initial training will be provided at a cost to you of approximately \$500 per person for Above Restaurant Leader training and \$2,500 per person for Key Operator Restaurant training, which includes course materials and related costs. You will also be responsible for salary, travel, hotel, meals and other expenses for those in attendance. The individual who completes the Key Operator Restaurant training will train your employees, which includes eLearning and on-the-job training at the Outlet. The week before you open the Outlet, your employees at the Outlet must complete all training required by KFCLLC for their role as designated by KFCLLC. KFCLLC may require you and your employees to attend and complete additional and ongoing refresher training courses, programs, and seminars to KFCLLC's satisfaction at such times and locations that KFCLLC reasonably requires.

KFCLLC provides a web-based, learning-management system ("Learning Management System") designed to deliver KFCLLC's core training processes and track completed training for restaurant employees. The Learning Management System is required for all franchisees. The Learning Management System courses are required as part of initial job role training, and also in connection with the introduction of new products and promotions, as assigned by KFCLLC.

KFCLLC and/or its designated parents and affiliates maintain a training staff for the purpose of ensuring operational excellence, developing personnel and conducting training classes. Training personnel are experienced in the subjects covered in the initial training program, in food-service operations and in conducting training programs. KFCLLC may increase or decrease the number of training personnel and/or change the required experience for these trainers to effectively deliver and support the training needs. The experience of the training instructors in the field and with KFCLLC and its designated parents and affiliates is from 1 to 25 years. Geoffrey Thornton is our Head of Learning and leads our training function. Mr. Thornton has 13 years' experience with KFCLLC and/or its affiliates and 13 years' experience in the subject matter being taught.

The subjects covered in the initial training program are described below:

### TRAINING PROGRAM

Subject	Location	Length of Classroom Training	Length of On-The-Job Training
<b><u>New Franchisee Immersion Program</u></b> <ul style="list-style-type: none"> <li>Understand history of KFC, review the organizational structure of KFC, RSCS, and meet KFCLLC partners</li> </ul>	Louisville RSC or virtual	1-1.5 days	Not applicable
<b><u>Above Restaurant Leader Training:</u></b> <ul style="list-style-type: none"> <li>Restaurant Orientation</li> <li>Customer Service Team Member Packing</li> <li>Food Safety</li> <li>ROCC (Restaurant Operations Compliance Check)</li> <li>Leading Food Quality</li> <li>Cook and Projections</li> <li>Leading Guest Experience and Restaurant Finances</li> <li>BOH Tools Training Basics</li> </ul>	KFC Training Restaurant Location TBD	Not applicable	1 week
<b><u>Key Operator Restaurant Training:</u></b> <ul style="list-style-type: none"> <li>Work with Franchise Business Coach on onboarding plan</li> <li>Restaurant visit and overview of training plan</li> <li>Key operator training for next 5 weeks.</li> </ul> <p>5-week schedule provided below.</p> <p>Team Member Learning (Week 1):</p> <ul style="list-style-type: none"> <li>Service Mastery</li> <li>Chicken Mastery</li> <li>Preparing Sides</li> <li>Freezer to Fryer Products</li> <li>Compliance Hazard Communications</li> <li>Current Promotional eLearning</li> <li>Food Handler Training (per state requirements)</li> </ul> <p>Shift Supervisor Learning (Weeks 2-3):</p> <ul style="list-style-type: none"> <li><b>Week 2:</b> <ul style="list-style-type: none"> <li>eLearning: Food Safety, Mindset, Projections, Deployment, etc.</li> <li>BOH Tools Training</li> </ul> </li> </ul>	KFC Training Restaurant Location TBD	Not applicable	5 weeks

Subject	Location	Length of Classroom Training	Length of On-The-Job Training
<ul style="list-style-type: none"> <li>▪ Labor management</li> <li>▪ Inventory management</li> <li>○ Discussion Activities</li> <li>○ Practice Shifts Week 2</li> <li>○ eLearning: Cleaning, Safety, Security, Prep Routines, etc.</li> <li>○ BOH Tools Training eLearning <ul style="list-style-type: none"> <li>▪ Opening your Restaurant</li> <li>▪ BOH Tools Training Scorecard</li> <li>▪ Closing your restaurant</li> </ul> </li> <li>• <b>Week 3:</b> <ul style="list-style-type: none"> <li>○ Practice Shifts Week 3</li> <li>○ eLearning: Guest Service, Leading Training, Emergencies, Product QA, etc.</li> <li>○ BOH Tools Training eLearning <ul style="list-style-type: none"> <li>▪ Shift change</li> <li>▪ Shift management</li> </ul> </li> <li>○ Discussion Activities</li> </ul> </li> </ul> <p>Food Protection Manager Certification AUM &amp; RGM Fundamentals Learning (Weeks 4-5):</p> <ul style="list-style-type: none"> <li>• <b>Week 4:</b> <ul style="list-style-type: none"> <li>○ Introduction to Restaurant Management, Mindset, Culture, Communication, Heart-led Leadership, Trust, Coaching, Recognition, etc.</li> <li>○ Discussion Activities</li> <li>○ Practice Shifts Week 4</li> <li>○ The Guest Experience, Brand Protection, ROCC, Brand Standards, Reports, Inventory, etc.</li> </ul> </li> <li>• <b>Week 5:</b> <ul style="list-style-type: none"> <li>○ Financial Statements, Equipment Readiness, Labor and The Schedule, Conflict Resolution, Interviewing, Training, etc.</li> <li>○ Discussion Activities</li> </ul> </li> </ul>			

## **Site Selection**

You select the site for the Outlet. Before you lease or purchase a site for the Outlet, you must submit a completed Deposit Agreement, along with the Deposit Fee, and any other information that KFCLLC reasonably requests (the “Site Selection Package”). You will identify a proposed site for the Outlet in the Deposit Agreement. The factors KFCLLC considers in approving a proposed site include, general location and neighborhood; traffic patterns; parking facilities; size; ingress and egress; visibility; demographics; and competitive locations. After you submit a proposed site, KFCLLC may be obligated to provide the next closest existing Outlet (“Existing Outlet”) owned and operated by another franchisee (“Existing Franchisee”) 30 days’ prior written notice of the proposed site, and the Existing Franchisee may apply for a franchise to operate an Outlet at the proposed site. The Existing Franchisee at the closest and/or second closest Existing Outlet may also request an “Impact Study” to determine the potential impact the Outlet may have on the Existing Outlet’s Gross Revenue. If the completed Impact Study shows that the Outlet will have less than a 10% (or 5% if the Existing Outlet was opened within the 18 months preceding the Impact Study) impact on the Existing Outlet’s Gross Revenue, then KFCLLC will accept the proposed site and provide the option to develop the Outlet (the “Option”). You must then enter into the Option Agreement, which will provide you the Option. KFCLLC charges an Impact Study Fee of \$6,000 to conduct the Impact Study should the Option be denied, and will subtract the Impact Study Fee from the Deposit Fee before refunding you the balance upon execution of a general release. The guidelines to the Impact Study are fully described in the Deposit Agreement. If you lease the premises, you must secure the landlord’s consent to the addendum to lease for the Outlet in the form attached as Exhibit V.

## **Build-Out and Opening of the Outlet**

Under the terms of the Option Agreement, you must submit a plan for the proposed site, including plot plans, specifications, and any other materials KFCLLC requires (the “Site Plans”) as well as the Option Fee. KFCLLC may provide you with market planning tools to assist you with creating your Site Plans. Typically, KFCLLC will notify you whether it accepts the Site Plans within 30 days.

Although KFCLLC may provide you market planning tools and must approve your proposed site and Site Plans, approval does not imply that an Outlet can be successfully operated at the proposed site or that any particular volume of sales can be expected from the proposed location, but only that the site meets the minimum standards based on KFCLLC’s and its parent’s and affiliate’s past experience. KFCLLC relies heavily on your knowledge of the local market in selecting a proposed site.

You may not commence construction of the Outlet until you receive KFCLLC’s approval of the site. You must materially commence construction of the Outlet within 12 months of the effective date of the Option Agreement (the “Construction Start Deadline”). If you fail to commence construction in a material way by the Construction Start Deadline, then the Option Agreement will expire on the later of (i) the Construction Start Deadline; or (ii) the date that is 60 days following the date you receive notice from KFCLLC that you must comply with the Construction Start Deadline and the consequences of your failure to do so.

Construction of the Outlet must be done in accordance with the System Standards, which KFCLLC may issue from time to time, including and without limitation, those relating to approved sites, plot plans, building types, ingress and egress requirements, and equipment. You must comply with all applicable laws, ordinances, restrictive covenants, regulations and other restrictions in connection with the construction and development of the Outlet. You must complete construction of and open the Outlet within 18 months (the “Option Period”) of signing the Franchise Agreement and Option Agreement (you sign the Franchise Agreement when you sign the Option Agreement but, the Franchise Agreement will not become effective

until you fulfill the requirements of the Option Agreement by opening the Outlet.) If you fail to complete construction and open the Outlet within the Option Period, then the Option Agreement will expire on the later of (i) the Option Period; or (ii) the date that is 60 days following the date you receive notice from KFCLLC that the Option Period is expiring and the consequences of such expiration.

If you fail to comply with any other obligation under the Option Agreement, KFCLLC may terminate the Option Agreement on 30 days' written-notice, unless you cure the default to the satisfaction of KFCLLC within those 30 days. If the Option Agreement is terminated for any reason, you are not entitled to any refund of the initial franchise fee, except if you were unable, despite your best efforts, to build and open the outlet within 18 months because of building or zoning restrictions beyond your control. In that case, you will be entitled to a refund \$22,500.

KFCLLC estimates the typical length of time between your signing the Franchise Agreement and the Option Agreement, and the opening of the Outlet to be approximately 6 to 24 months. Factors which may affect this time period include obtaining a lease for or purchasing the proposed site; acceptable financing arrangements; any required approvals and zoning or building permits; as well as factors bearing on construction, such as weather and labor; completing required training; and your compliance with local laws and regulations.

## **Advertising**

### **National Co-Op**

The National Co-Op administers national advertising for Outlets. You must sign an Advertising Agreement, in the form attached as Exhibit F, with the National Co-Op at the time you sign the Franchise Agreement. You must contribute a percentage of your Gross Revenue (currently 4.5%) to the National Co-Op on a monthly basis. You must also participate in the KFC system uniform merchandising program (currently the "One System Fund Program"). As part of the One System Fund Program, you must pay a certain one-time and reoccurring monthly fees directly to On Display, Ltd., a vendor of the National Co-Op, in exchange for hardware to display merchandising materials and menu panels as well as other point of sale advertising materials which support national promotions and menu panels. You must remain current with the National Co-Op to receive these merchandising materials.

After December 31, 2028, the contribution rate may be changed by a vote of two-thirds of the eligible votes cast by members of the National Co-Op, each of whom has 1 vote regardless of the number of their Outlets. The contribution rate will revert to 2% on January 1, 2029, unless otherwise changed in accordance with the National Co-Op's By-Laws. KFCLLC will not require you to spend more than 5.0% of your Gross Revenue for advertising purposes. Company-Owned Outlets currently contribute to the National Co-Op at the same rate as you. Non-Traditional Outlets currently do not contribute to or participate in the National Co-Op.

The National Co-Op has an Executive Director and staff for managing day-to-day responsibilities and is governed by a committee consisting of 17 voting members, 13 of whom are franchisee representatives and 4 who are franchisor representatives. On a 1 franchisee, 1 vote basis, 12 of the franchisee representatives are elected on a regional basis by franchisee members of the co-op in that region. The 13<sup>th</sup> franchisee member is the President of the Association of Kentucky Fried Chicken Franchisees, Inc. ("AKFCF"), a voluntary association for KFC franchisees. Franchisor appoints the 4 franchisor representatives, one of whom must be the President of KFC US, LLC.

The Brand Committee, a subcommittee of the National Co-Op, has oversight and approval of matters related to national advertising and marketing. The Brand Committee is comprised of 5 voting members, 3 franchisor representatives and 2 franchisee representatives. Brand Committee members must also be representatives on the full, 17 member committee. The 13 franchisee members of the full 17 member committee elect the 2 franchisee representatives on the Brand Committee annually. The President of KFC US, LLC sits on the Brand Committee and appoints the other two franchisor representatives annually.

For the fiscal year ended January 31, 2025, the National Co-Op used its funds approximately as follows: general administration (0.99%); creative and production costs (17.02%); media expenses (72.12%); public relations (1.21%); research (0.38%); rebate incentive (2.09%); test market (1.37%); pricing and customer satisfaction services (1.73%); and strategic marketing initiatives (3.09%). The National Co-Op has operational and decision-making power with respect to how your advertising contribution is allocated. KFCLLC does not have the power to dissolve, change or form the National Co-Op.

National advertising agencies are used by KFCLLC and the National Co-Op.

An audit of the records of the National Co-Op is performed annually by certified public accountants. A copy of the audit is provided to each member of the committee, who also may, subject to and in accordance with law, inspect the books and records of the National Co-Op. The National Co-Op provides all of its members in good standing, within 90 days after the close of its fiscal year, with an annual report describing the National Co-Op's activities during that year, as well as condensed financial statements.

The National Co-Op may elect to purchase advertisements that have been produced or paid for by KFCLLC. Contributions to the National Co-Op are not used to pay expenses of KFCLLC. Any fees collected by the National Co-Op which are not spent in the fiscal year in which they accrue may be carried forward and spent in later years.

### **Local Advertising and Local Advertising Cooperatives**

In addition to contributions for national advertising, the Franchise Agreement states that you must spend a required percentage of Gross Revenue (subject to adjustment based on the national advertising rate as described above, which required percentage is currently 0.5%) on local advertising, all in a manner, and using media and materials, approved in advance by KFCLLC. Your required expenditures for local advertising include any amounts paid to local co-ops approved by KFCLLC. If the 4.5% national contribution rate is decreased, the required percentage for local advertising will increase by the amount of such decrease in national contribution rate such that the total expenditure on advertising (national and local) will equal 5% of your Gross Revenue.

At KFCLLC's request, you must join and contribute to a local co-op for the marketing area in which the Outlet is located. Your obligation to join and participate in local co-ops does not depend on the participation of other franchisees within the same marketing area in the local co-ops.

The advertising contribution rates for local co-ops are established by local co-ops, and all franchisees that are members of the local co-op contribute at the same rate. Currently, for Company-Owned Outlets that are within marketing areas covered by an approved local co-op, contributions are made to the local co-op at the same rate as franchisees. Non-Traditional Outlets currently do not contribute to or participate in the local co-ops.

Each local co-op establishes its own voting rules in accordance with that local co-op's By-Laws and is generally managed by a Board of Directors or similar type of governing body.

KFCLLC does require that local co-ops adopt By-Laws for governing purposes; and, these By-Laws should be available for your review. By-Laws used by local co-ops require the local co-ops to distribute periodic financial statements to their members. Local co-ops are not required to provide annual or periodic financial statements. KFCLLC may approve and disapprove local co-ops, which includes the right to require a local co-op to be formed, dissolved or merged.

If you do not spend the required percentage of your Gross Revenue for local advertising, you must, within 60 days following the close of your fiscal year, pay to the National Co-Op (in addition to your other required payments to the National Co-Op) the difference between the required percentage and the amount you actually spent on approved local advertising, unless you can demonstrate, to KFCLLC's satisfaction, that the shortfall could not be productively spent for local advertising using sound business judgment.

All advertising materials, except materials received from KFCLLC or the National Co-Op, must be approved by KFCLLC regarding the type, content, format and media in which the advertising is to be used. These materials must be submitted to KFCLLC at least 15 days before use; and, KFCLLC has 5 business days to approve or disapprove the materials and the proposed use. You must, at all times, comply with KFCLLC's instructions regarding the use of advertising materials, including modifying or discontinuing the use of materials previously approved. KFCLLC will not establish the prices charged by you for the products or services you offer at the Outlet.

KFCLLC is not obligated to spend any amount on advertising in the area where the Outlet is located, or elsewhere. Neither KFCLLC, the National Co-Op nor any local co-ops are obligated to make expenditures for you that are equivalent or proportionate to your advertising contributions, or to ensure that you benefit directly or pro rata from advertising expenditures.

Neither KFCLLC nor, to our knowledge, the National Co-Op or any local co-ops use any part of the advertising contributions or marketing funds for advertising that is principally a solicitation for the sale of franchises.

Your obligations to the National Co-Op or any local co-op can be enforced by KFCLLC, the applicable co-op or any of that co-op's members. No action taken by the National Co-Op or any local co-op will affect your obligations to KFCLLC.

## **ITEM 12** **TERRITORY**

### **Franchise Agreement**

You will not receive an exclusive territory. You may face competition from other franchisees, from Company-Owned Outlets, or from other channels of distribution or competitive brands that KFCLLC controls. However, so long as you are in compliance with the Franchise Agreement, you will have a protected territory of the smaller of (i) a radius of 1.5 miles of the Outlet, or (ii) an area around the Outlet where 30,000 people reside, or, in the case of a metropolitan area containing more than 100,000 people, within which 30,000 people reside or work (the "Protected Territory"). Your rights with respect to the Protected Territory will not be dependent upon achievement of a certain sales volume, market penetration or other performance factors. Within the Protected Territory, KFCLLC will not use, or permit others to use in selling food products, any of the Marks that you have the right to use under the Franchise Agreement,



except for (a) special event sales and (b) in some cases, food products (other than chicken in whole pieces) using the name or image of Colonel Sanders. You may only sell Approved Products at the Outlet except for (i) catering and special event sales and (ii) delivery sales made only in accordance with KFCLLC's catering and special events procedures and under a form we require. You may not sell Approved Products or other products and services through any alternative channels of distribution. KFCLLC may sell and grant others the right to sell Approved Products and may use and grant others the right to use the Marks at any location outside your Protected Territory.

You may relocate the Outlet only with KFCLLC's advance written-approval. KFCLLC's approval is based upon a variety of factors, such as the demographics of the proposed new location, the presence of other Outlets in the area, competition, availability of an acceptable site and your compliance with the Franchise Agreement.

In the past, KFCC had operated franchised concepts (See Item 1) using other trademarks; and, KFCLLC may do so in the future, including near the Outlet.

The Franchise Agreement provides that before permitting the establishment of any new franchised Outlet at a location closer to the Outlet than to any other Outlet, KFCLLC will give you 30 days advance, written-notice of the proposed new Outlet. During this 30-day period, you may apply to KFCLLC for a franchise to operate an Outlet at the proposed new location; and, if you do, KFCLLC will negotiate in good faith with you regarding your application. KFCLLC will take into consideration all the relevant factors including, for example, your established past and present operational performance and financial capacities; whether you are currently in compliance with financial and other obligations; and efforts by you that have contributed to the development of consumer demand for KFC products locally and elsewhere.

Also, if an existing franchisee fails to complete any of its obligations under an Option Agreement, then that failure constitutes a waiver and release by that franchisee for 1 year of any rights the franchisee may have to apply for the next proposed new, franchised outlet within the Option Area.

Except what is described above, the Franchise Agreement does not provide you with any options, rights of first refusal or any other rights to open or acquire any other Outlets anywhere, including near the Outlet.

Neither KFCLLC nor any of its parents, affiliates or franchisees is prohibited from soliciting sales near the Outlet.

KFCLLC's domestic, non-KFC affiliates operate, franchise/license others to operate, or both, restaurants that compete with Outlets in the food-service industry. The principal trademarks used by these affiliates are Pizza Hut, Taco Bell and Habit Burger Grill. One or more of these competing restaurants may already be located near the proposed Outlet or may be established near the Outlet in the future. Additionally, new concepts operating under different trademarks may be established, acquired or co-branded by KFCLLC's affiliates, and those may be located near the Outlet. KFCLLC has no system or method for resolving conflicts between KFC franchisees and franchisees of any of these competing concepts, some of which compete more directly with KFC locations than do others. For the business addresses of KFCLLC's affiliates and other information on them, see Item 1. None of these other businesses are located at KFCLLC's headquarters.

The Franchise Agreement permits KFCLLC and its affiliates, if they desire in the future to do so either within and/or outside your Protected Territory, to sell food products (other than chicken served in whole pieces) through grocery stores, other quick-service restaurants or otherwise, using the name and

likeness of Colonel Sanders and utilizing the trademarks historically associated with the product “Kentucky Kandies” but, not the trade names, trademarks and service marks licensed to you under the Franchise Agreement. (The Franchise Agreement does not permit KFCLLC and its affiliates to use Colonel Sanders’ name and likeness in connection with quick-service restaurants other than Kentucky Fried Chicken locations or in connection with the sale of poultry products other than Approved Products.) KFCLLC and its affiliates may do so through any alternative channel of distribution such as, the Internet, catalog sales, telemarketing or direct marketing sales. You will not be entitled to any compensation if KFCLLC and/or its affiliates engage in this activity.

### **Development Agreement**

You will not receive an exclusive territory. You may face competition from other franchisees, from Company-Owned Outlets, or from other channels of distribution or competitive brands that KFCLLC controls.

KFCLLC and you will agree on a specific market area in which you will develop Outlets, which will be identified on an exhibit to the Development Agreement. However, you will not receive any territorial protections in any such market area. Neither KFCLLC nor its affiliates is prohibited from soliciting sales near your Outlets. KFCLLC and its affiliates may, within and outside such market area, sell food products through any alternative channel of distribution such as, the Internet, telemarketing or direct marketing sales. You will not be entitled to any compensation if KFCLLC and/or its affiliates engage in this activity.

You may relocate to a different market area only with KFCLLC’s advance written-approval. KFCLLC’s approval will be in its sole discretion. The Development Agreement does not provide you with any options, rights of first refusal or any other rights to open or acquire Outlets anywhere.

## **ITEM 13** **TRADEMARKS**

KFCC owns a number of trademarks and service marks, including the active Marks set forth below, which are registered on the Principal Register of the United States Patent and Trademark Office. KFCC has granted KFCLLC a renewable 99 year license to use and sublicense the Marks to franchisees and licensees. Under the Franchise Agreement, KFCLLC grants you the non-exclusive right to use certain Marks at the Outlet.

Reg. No.	Date Issued	Mark
815,167	09/13/1966	Service Mark – KENTUCKY FRIED CHICKEN
838,895	11/14/1967	Trademark – KENTUCKY FRIED CHICKEN
1,209,310	09/14/1982	Service Mark – KFC
1,303,969	11/06/1984	Trademark – ORIGINAL RECIPE
1,798,046	10/12/1993	Trademark – KFC
1,807,753	11/30/1993	Trademark – KFC
3,348,337	12/04/2007	Service Mark – IT’S FINGER LICKIN’ GOOD
5,590,595	10/23/2018	Service Mark – IT’S FINGER LICKIN’ GOOD (Spanish)
5,415,727	03/06/2018	Trademark – IT’S FINGER LICKIN’ GOOD
4,952,814	05/03/2016	Service Mark – IT’S FINGER LICKIN’ GOOD
3,749,344	02/16/2010	Service Mark – KFC (Stylized in color)
5,601,764	11/06/2018	Service Mark – Colonel Image 2016
5,590,591	10/23/2018	Service Mark – Colonel’s Ribbon Tie Design
5,680,956	02/19/2019	Service Mark – KFC Bucket Light Fixture (Trade Dress)
6,798,060	07/19/2022	Service Mark – Colonel Image 2018 in Bucket Design with KFC in Color

5,590,733	10/23/2018	Service Mark – Col. Harland Sanders Original Recipe Since 1940 & Design
5,568,700	09/25/2018	Service Mark – MADE THE HARD WAY. MADE BY HAND. SINCE 1940 w Colonel Image
5,261,962	08/08/2017	Trademark – \$20 FILL UP
4,369,964	07/16/2013	Trademark – CHICKEN LITTLE
1,543,768	06/13/1989	Trademark – CHICKEN LITTLES
4,933,769	04/05/2016	Trademark – FAMILY FILL UP
5,590,585	10/23/2018	Trademark – FILL UPS
4,601,841	09/09/2014	Trademark – FINGER LICKIN’ GOOD
3,321,359	10/23/2007	Trademark – KFC FAMOUS BOWLS

All required affidavits and renewals have been filed for the primary Marks above.

There are no currently-effective determinations of the United States Patent and Trademark Office; the Trademark Trial and Appeal Board; the trademark administrator of any state or any court; nor is there any pending infringement, opposition or cancellation proceeding; nor any pending material litigation involving the Marks which may be relevant to their use in this or any other state.

Your right to use the Marks is non-exclusive and KFCC, KFCLLC and/or its affiliates retain the right, among others, (a) to use the Marks for selling products and services, (b) to grant others the right to use the Marks, and (c) to establish or acquire other systems and methods of distribution using the same or other marks, and to grant others the right to participate in those other systems or methods of distribution.

There are no agreements currently in effect which significantly limit KFCLLC’s rights to use or grant others the right to use the Marks in any manner material to the franchise.

Under the Franchise Agreement, you must inform KFCLLC of any unauthorized use of, or challenge to, the Marks and assist and cooperate in taking action which KFCLLC deems appropriate. KFCC, KFCLLC and/or its affiliates may take action against uses by others that may constitute infringement of the Marks. KFCC, KFCLLC and/or its affiliates may, at their election, defend you against any third-party claim regarding your authorized use of the Marks. KFCC, KFCLLC and/or its affiliates have the right to control any administrative proceedings or litigation involving any of the Marks licensed by KFCLLC to you.

KFCLLC may modify or discontinue your use of any Mark. In that event, you are responsible for all of the costs of changing items such as signs, menus and advertisements, as well as any other expense caused by this decision.

If you challenge the validity of any of the Marks or KFCC’s, KFCLLC’s and/or its affiliates’ ownership of them, the Franchise Agreement will terminate. Any action taken by KFCC, KFCLLC and/or its affiliates to protect the Marks is at their discretion; and, KFCC, KFCLLC and/or its affiliates have the right to control any administrative proceedings and litigation.

All of your use of the Marks and any goodwill you establish is to KFCLLC’s exclusive benefit; and, you have no right to use any of the Marks after the Franchise Agreement expires or is terminated. You must comply with all of KFCLLC’s requirements regarding the use of the Marks.

Currently, there are no infringing uses actually known to KFCLLC that could materially affect your use of the Marks in this or any other state.

**ITEM 14**  
**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

KFCLLC does not own any patents or pending patent applications that are material to the franchise offered. KFCLLC owns or is licensed to use or sublicense and, claims copyright protection of, its Standards Library and related materials; certain proprietary software, including certain proprietary software that is included in the Restaurant Technology; certain training materials; and advertising and promotional materials, even though these materials have not been registered with the United States Registrar of Copyrights. These materials are considered proprietary and confidential and are the property of KFCLLC. They may be used by you only as provided in the Franchise Agreement.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit KFCLLC's right to use or grant the right to use the copyrighted materials. Finally, there are no infringing uses actually known to KFCLLC which could materially affect your use of the copyrighted materials in any state. KFCLLC is not required by any agreement to protect or defend copyrights.

KFCLLC will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Outlet and as KFCLLC approves during the term of the Franchise Agreement, you may not use for your own benefit or disclose to others any trade secrets; confidential information; or knowledge or know-how concerning such matters as the recipes, products, marketing or methods of operation of the Outlet or the KFC business. Accordingly, KFCLLC may require you and your employees sign confidentiality agreement in a form KFCLLC approves.

**ITEM 15**  
**OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

During the term of the Franchise Agreement, you or a fully-trained and qualified unit manager must devote full time to the management and operation of the Outlet. If you are a corporation, entity, partnership or have more than one owner, you must also designate a 'Control Person,' who is the individual with the authority to and actively direct the business affairs of a corporation or entity with respect to the Outlet.

You are responsible for hiring all managers and employees for the Outlet; and, you must comply with all applicable laws. The manager will not be required to have an equity interest in your business. The manager and other employees must complete training programs that KFCLLC may require; and, you must pay the expenses for persons attending. You may be required to enter into agreements with your employees regarding the secrecy of KFCLLC's confidential information; and, you must comply with the confidentiality and non-competition provisions of the Franchise Agreement (See Items 14 and 17 for additional information).

If you are a corporation, entity or a partnership, each owner or partner owning 10% or more of the corporation or partnership must sign a personal guaranty, in the form attached as Exhibit N ("Guaranty"). Additionally, each owner's or partner's spouse must consent to the Guaranty by signing the spousal consent attached as Exhibit T hereto (the "Spousal Consent"). Individual owners and individual owners' spouses must also sign the Guaranty or Spousal Consent (as applicable) in their individual capacities. The amount each individual owner guarantees will range from \$250,000 to \$5,000,000 depending on the number of Outlets each operates. The current personal guarantee amounts are as follows:

Number of Outlets	Personal Guarantee Cap
1	\$250,000
2-5	\$500,000
6-10	\$1,000,000
11-20	\$1,500,000
21-40	\$2,000,000
41-60	\$3,000,000
61-80	\$4,000,000
81+	\$5,000,000

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must sell all Required Products as KFCLLC periodically designates. The current Required Products are listed in an exhibit to the Franchise Agreement. KFCLLC may introduce new Required Products by designating them pursuant to Section 5 of the Franchise Agreement. KFCLLC has agreed to solicit input from certain franchisee representatives before making material changes to the Required Products. You may also sell other products that KFCLLC expressly approves in writing for sale at the Outlet. KFCLLC may withdraw its approval of your right to sell any product at the Outlet by giving you 90 days' notice. You may offer for sale or prepare at the Outlet only products which have been approved by KFCLLC.

You may not sell any products to any buyer for resale by that buyer. You may not deliver any product from the Outlet or anywhere else. You may cater and make sales at special events, only if you meet KFCLLC's catering and special event procedures; and in the case of catering and special event sales involving delivery, sign an addendum required by KFCLLC.

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

**THE FRANCHISE RELATIONSHIP**

**FRANCHISE AGREEMENT**

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	3	20 years
b.	Renewal or extension of the term	4	Yes.
c.	Requirements for you to renew or extend	4	Payment of renewal fee, current in all monetary obligations to KFCLLC and others and no repeated breaches within preceding 24 months. You may be asked to sign a contract with materially different terms and conditions than your original contract.

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
d.	Termination by you	17.1	30-days' advance, written notice; permanently close outlet; discontinue use of KFCLLC's trademarks upon closing; and no interest in similar business for 1 year within 10 miles of outlet.
e.	Termination by KFCLLC without cause	Not Applicable	Not Applicable
f.	Termination by KFCLLC with cause	17	KFCLLC can terminate only if you commit one of several listed violations or otherwise breach the Franchise Agreement.
g.	"Cause" defined – defaults which can be cured	17.3;	Breach of the Franchise Agreement other than violations listed in Section 17.2.
h.	"Cause" defined – defaults which cannot be cured	17.2;	Listed violations cannot be cured. The Franchise Agreement provides that successive violations (i.e., 3 violations in a 12-month period) of the same type and character for which notice is provided under Section 17.3 cannot be cured. It also provides that failure to close an Outlet after being notified of a health or safety violation is a violation that cannot be cured.
i.	Your obligations on termination/non-renewal	3.4	Discontinue use of trademarks; cease operating the Outlet and using confidential information; payment of amounts due; de-identify outlet; return all confidential materials; and no interest in similar business for 1 year within 10 miles of outlet.
j.	Assignment of contract by KFCLLC	16	No restrictions on KFCLLC's right to assign.
k.	"Transfer" by you – definition	16.1	Includes transfer of any interest in Franchise Agreement or franchise by you. Also includes any change in the Control Person.
l.	KFCLLC's approval of transfer by franchisee	16.1	KFCLLC has the right to approve all transfers.
m.	Conditions for KFCLLC's approval of transfer	16.3	Full compliance; transferee qualifies; all amounts due are paid in full; transfer fee paid; transferee agrees to comply with the Franchise Agreement; you and transferee sign other required documents; and refurbishment of Outlet.
n.	KFCLLC's right of first refusal to acquire your business	16.4	KFCLLC can match any offer, except for some intra-family transfers.
o.	KFCLLC's option to purchase your business	Not Applicable	Not Applicable.
p.	Your death or disability	16.2	Franchise must be assigned to an approved buyer.
q.	Non-competition covenants during the term of the franchise	15.1	No interest in any business similar to the outlet.
r.	Non-competition covenants after the franchise is terminated or expires	15.1	Same prohibition as "q" for 1 year, within 10 miles of outlet.
s.	Modification of the agreement	20.5	Must be in writing and signed by both parties.

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
t.	Integration/merger clause	20.5	Only the terms of the Franchise Agreement and all agreements signed with it (except for obligations under the Option Agreement) are binding (subject to state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v.	Choice of forum	Not Applicable	Not Applicable
w.	Choice of law	20.8	Kentucky law governs (subject to state law – see state-specific addenda to the Franchise Agreement and this Disclosure Document).

### **FRANCHISE OPTION AGREEMENT**

	<b>Provision</b>	<b>Section in Option Agreement</b>	<b>Summary</b>
a.	Length of the option term	3	1 year or your failure to commence construction in a material way by the Construction Start Deadline.
b.	Renewal or extension of the term	4	No renewal. Extension, not to exceed 90 days, is available for causes beyond Optionee's control.
c.	Requirements for you to renew or extend	4	Optionee to make written request and specify reasons.
d.	Termination by you	Not Applicable	Not Applicable
e.	Termination by KFCLLC without cause	Not Applicable	Not Applicable
f.	Termination by KFCLLC with cause	7	Breach of Option Agreement or, if you are an existing franchisee, breach of your existing KFC franchise agreement.
g.	"Cause" defined – defaults which can be cured	7	Breach of Option Agreement.
h.	"Cause" defined – defaults which cannot be cured	7	If you are an existing franchisee, termination of your existing KFC franchise agreement.
i.	Your obligations on termination/non-renewal	7	You must comply with Section 3.4 of the Franchise Agreement, as if it had been effective.
j.	Assignment of contract by KFCLLC	15	No restrictions on KFCLLC's right to assign.
k.	"Transfer" by you – definition	15	Includes transfer of any interest in Option Agreement.
l.	KFCLLC's approval of transfer by franchisee	15	KFCLLC has the right to approve all transfers.
m.	Conditions for KFCLLC's approval of transfer	Not Applicable	Not Applicable
n.	KFCLLC's right of first refusal to acquire your business	Not Applicable	Not Applicable
o.	KFCLLC's option to purchase your business	Not Applicable	Not Applicable

	<b>Provision</b>	<b>Section in Option Agreement</b>	<b>Summary</b>
p.	Your death or disability	Not Applicable	Not Applicable
q.	Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s.	Modification of the agreement	14	Must be in writing and signed by both parties.
t.	Integration/merger clause	14	Only the terms of the Option Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the FDD and Option Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v.	Choice of forum	13	Jefferson County, Kentucky (subject to state law – see state-specific addenda to FDD).
w.	Choice of law	13	Kentucky law governs (subject to state law – see state-specific addenda to FDD).

### **ADVERTISING AGREEMENT**

	<b>Provision</b>	<b>Section in Advertising Agreement</b>	<b>Summary</b>
a.	Length of the agreement term	4	Consistent with the term of the Franchise Agreement
b.	Renewal or extension of the term	4	Consistent with renewal of the franchise.
c.	Requirements for you to renew or extend	Not Applicable	Not Applicable
d.	Termination by you	Not Applicable	Not Applicable
e.	Termination by National Co-Op without cause	Not Applicable	Not Applicable
f.	Termination by National Co-Op with cause	Not Applicable	Not Applicable
g.	"Cause" defined – defaults which can be cured	Not Applicable	Not Applicable
h.	"Cause" defined – defaults which cannot be cured	Not Applicable	Not Applicable
i.	Your obligations on termination	4	Payment of amounts due and satisfy any other outstanding obligations.
j.	Assignment of contract by National Co-Op	4	No restrictions on the National Co-Op's right to assign.
k.	"Transfer" by you – definition	4	Transfer of Advertising Agreement.
l.	National Co-Op's approval of transfer by franchisee	Not Applicable	Not Applicable
m.	Conditions for National Co-Op's approval of transfer	Not Applicable	Not Applicable
n.	National Co-Op's right of first refusal to acquire your business	Not Applicable	Not Applicable



o.	National Co-Op's option to purchase your business	Not Applicable	Not Applicable
p.	Your death or disability	Not Applicable	Not Applicable
q.	Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s.	Modification of the agreement	Not Applicable	Not Applicable
t.	Integration/merger clause	11	Only the terms of the Advertising Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Advertising Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v.	Choice of forum	Not Applicable	Not Applicable
w.	Choice of law	9	Kentucky law governs (subject to state law – see state-specific addenda to this Disclosure Document).

### **DEVELOPMENT AGREEMENT**

	<b>Provision</b>	<b>Section in Development Agreement</b>	<b>Summary</b>
a.	Length of the term	3.A.	As agreed by the parties under the Development Agreement.
b.	Renewal or extension of the term	Not Applicable	Not Applicable
c.	Requirements for you to renew or extend	Not Applicable	Not Applicable
d.	Termination by you	Not Applicable	Not Applicable
e.	Termination by KFCLLC without cause	Not Applicable	Not Applicable
f.	Termination by KFCLLC with cause	8	KFCLLC can terminate only if you breach the Development Agreement.
g.	"Cause" defined – defaults which can be cured	8.B.	KFCLLC can terminate if you fail to pay amounts due, or otherwise breach the Development Agreement and fail to cure such breach within 10 days after receipt of notice.
h.	"Cause" defined – defaults which cannot be cured	8.A.	Your bankruptcy or insolvency; your failure to comply with the development schedule; if you make any material misrepresentation or omission to KFCLLC under the Development Agreement; if you attempt or carryout any authorized transfer of your rights under the Development Agreement and/or any Franchise Agreement; if you or your owners commit a felony or any act which, in KFCLLC's opinion, adversely affects or is likely to affect the reputation of Outlets generally or the goodwill associated with the Marks; or if any Franchise Agreement with you is terminated for cause.

	<b>Provision</b>	<b>Section in Development Agreement</b>	<b>Summary</b>
i.	Your obligations on termination/non-renewal	8.C.	Cease development activities; return all confidential information to KFC (except those that you are permitted to use under any Franchise Agreement executed by you); pay all outstanding amounts under the Development Agreement; and de-image any Outlets in development, unless you have already made material progress at the time of termination and KFC agrees to allow you to complete development and open the applicable Outlet, in which case you must complete development within 90 days of the effective date of termination.
j.	Assignment of contract by KFCLLC	7	No restrictions on KFCLLC's right to assign.
k.	"Transfer" by you – definition	7	Development rights are not transferable.
l.	KFCLLC's approval of transfer by franchisee	Not Applicable	Not Applicable
m.	Conditions for KFCLLC's approval of transfer	Not Applicable	Not Applicable
n.	KFCLLC's right of first refusal to acquire your business	Not Applicable	Not Applicable
o.	KFCLLC's option to purchase your business	Not Applicable	Not Applicable
p.	Your death or disability	Not Applicable	Not Applicable
q.	Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s.	Modification of the agreement	11.E.	Must be in writing and signed by both parties.
t.	Integration/merger clause	11.E.	Only the terms of the Development Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the FDD and the Development Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v.	Choice of forum	11.G.	Jefferson County, Kentucky (subject to state law – see state-specific addenda to FDD).
w.	Choice of law	11.G.	Kentucky law governs (subject to state law – see state-specific addenda to FDD).

## **ITEM 18**

### **PUBLIC FIGURES**

KFCLLC does not use any public figure to promote our franchises.

**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 outlet and/or franchisor-owned outlets, if there is a reasonable basis for the information and if the information is included in this 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.

**I. Single Brand Outlets**

Of the 2,881 domestic, single-brand Outlets open for the entirety of KFCLLC’s fiscal year ended December 30, 2024 (“FYE 2024”), 31 were owned and operated by KFCC and 2,850 were owned or operated by KFCLLC franchisees.

**A. All Single-Brand KFC Outlets - Open During the Entirety of FYE 2024<sup>1,2</sup>**

Ownership	Count	Average Net Sales <sup>6</sup>	Median Net Sales	Average Cost of Product <sup>7</sup>	Average Cost of Product as % of Net Sales	Average Cost of Labor <sup>8</sup>	Average Cost of Labor as % of Net Sales
Company-Owned	31	\$1,353,270 <sup>9</sup>	\$1,271,426	\$433,046 <sup>12</sup>	32.0%	\$483,879 <sup>13</sup>	35.8%
Franchisee Owned	2,850	\$1,346,289 <sup>10</sup>	\$1,283,574				
All Single-Brand Outlets	2,881	\$1,346,365 <sup>11</sup>	\$1,283,149				

**B. Single-Brand KFC Outlets with Drive Thru and Single-Brand KFC Outlets without Drive Thru – Open During the Entirety of FYE 2024<sup>3</sup>**

Ownership	Count	Average Net Sales <sup>6</sup>	Median Net Sales	Average Cost of Product <sup>7</sup>	Average Cost of Product as % of Net Sales	Average Cost of Labor <sup>8</sup>	Average Cost of Labor as % of Net Sales
<b>Single-Brand KFC Outlets with Drive Thru</b>							
Company-Owned	31	\$1,353,270 <sup>14</sup>	\$1,271,426	\$433,046 <sup>17</sup>	32.0%	\$483,879 <sup>18</sup>	35.8%
Franchisee Owned	2,779	\$1,347,780 <sup>15</sup>	\$1,286,726				
All Outlets with Drive Thru	2,810	\$1,347,840 <sup>16</sup>	\$1,285,522				
<b>Single-Brand KFC Outlets without Drive Thru</b>							
Company-Owned	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Franchisee Owned	71	\$1,287,959 <sup>19</sup>	\$1,125,457				

All Outlets without Drive Thru	71	\$1,287,959 <sup>19</sup>	\$1,125,457
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**C. Single-Brand KFC Outlets in the American Showman Image or Next Gen Image – Open During the Entirety of FYE 2024 <sup>4</sup>**

Ownership	Count	Average Net Sales <sup>6</sup>	Median Net Sales	Average Cost of Product <sup>7</sup>	Average Cost of Product as % of Net Sales	Average Cost of Labor <sup>8</sup>	Average Cost of Labor as % of Net Sales
Company-Owned	30	\$1,364,255 <sup>20</sup>	\$1,271,426	\$436,822 <sup>23</sup>	32.0%	\$485,902 <sup>24</sup>	35.6%
Franchisee Owned	2,180	\$1,369,145 <sup>21</sup>	\$1,306,689				
All American Showman and Next Gen Image Outlets	2,210	\$1,369,079 <sup>22</sup>	\$1,306,316				

**D. Single-Brand KFC Outlets with Drive Thru in the American Showman Image or Next Gen Image and Single-Brand KFC without Drive Thru in the American Showman Image or Next Gen Image – Open During the Entirety of FYE 2024 <sup>5</sup>**

Ownership	Count	Average Net Sales <sup>6</sup>	Median Net Sales	Average Cost of Product <sup>7</sup>	Average Cost of Product as % of Net Sales	Average Cost of Labor <sup>8</sup>	Average Cost of Labor as % of Net Sales
<b>Single-Brand KFC Outlets with Drive Thru in the American Showman Image or Next Gen Image</b>							
Company-Owned	30	\$1,364,255 <sup>25</sup>	\$1,271,426	\$436,822 <sup>28</sup>	32.0%	\$485,902 <sup>29</sup>	35.6%
Franchisee Owned	2,129	\$1,371,146 <sup>26</sup>	\$1,309,730				
All American Showman and Next Gen Outlets with Drive Thru	2,159	\$1,371,050 <sup>27</sup>	\$1,308,815				
<b>Single-Brand KFC Outlets without Drive Thru in the American Showman Image or Next Gen Image</b>							
Company-Owned	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Franchisee Owned	51	\$1,285,615 <sup>30</sup>	\$1,151,534				
All American Showman and Next Gen Outlets without Drive Thru	51	\$1,285,615 <sup>30</sup>	\$1,151,534				

**NOTES FOR PART I:**

1. This financial performance representation in Part I.A reflects the averages for a sub-set of all single-brand Outlets in the United States as of FYE 2024. The sub-set consists of Company-Owned Outlets and all single-brand Outlets which were owned or operated by KFCLLC's franchisees. All

KFC Outlets included for FYE 2024 were open a minimum of one year as of FYE 2024. The financial performance representation does not include 721 Outlets that were open as of FYE 2024 either because they were not open a minimum of one year as of FYE 2024, were temporarily closed for an extended time, transitioned from a multi-brand to a single-brand Outlet during the 2024 fiscal year, or they are multi-brand, seasonal or other types of KFC locations, not single-brand KFC locations. Also excluded are the 34 Outlets reacquired from franchisees during 2024 fiscal year, 2 Outlets that failed to report sales, and 153 Outlets that closed during the 2024 fiscal year.

2. Characteristics of the included Outlets may differ materially from the characteristics of the Outlet(s) that you may develop or acquire depending on your experience; competition in your trade area; the physical condition of the included locations as compared to the Outlet(s); employment and labor conditions in your trade area; and the length of time that the included locations have operated as compared to the Outlet(s).
3. This financial performance representation in Part I.B includes all single-brand Outlets reflected in Part I.A, divided into subsets of Outlets that operated with a drive thru for the entire of the FYE 2024 and those that did not.
4. KFCLLC periodically updates the standards and specifications related to the image requirements for KFC Outlets. New Outlets must be built in compliance with KFCLLC's then-current image requirements, and when existing Outlets are remodeled they must be upgraded to KFCLLC's then-current image requirements. The Outlets built or remodeled during the time period between January 2015 and December 2020 were built in the "American Showman" image, and the Outlets built or remodeled after January 2021 were built in either the "American Showman" image or the "Next Gen" image. Of the Outlets included in Part I.A, Part I.C includes only those Outlets that operated in either the American Showman image or the Next Gen image for the entirety of the FYE 2024.
5. This financial performance representation in Part I.D includes the Outlets built or remodeled in the "American Showman" image or "Next Gen" image included in Part I.C, divided into subsets of Outlets that operated with a drive thru for the entire of the FYE 2024 and those that did not.
6. "Net Sales" is the total annual cash or other payments received after discounts and promotions for the sale or use of any products, goods or services that were sold from the Outlets included within the group, and "Average Net Sales" is the mathematical average of the "Net Sales" for the group. Please note that Net Sales is defined differently than how Gross Revenues is described under the Franchise Agreement, and as such, the amount of royalty fees you pay under the Franchise Agreement may be different if applied to the Average Net Sales data provided above.
7. "Average Cost of Product" is the mathematical average of the total annual delivered cost of food, beverages, paper, and promotional items to the Outlets included within the group ("Cost of Product"), which is then expressed as a percentage of Average Net Sales. This does not include any financial results from Outlets that were owned and operated by franchisees of KFCLLC.
8. "Average Cost of Labor" is the mathematical average of the total annual hourly labor costs; the salaries and related costs of management; payroll taxes; health insurance; vacation; sick pay; bonuses; and workers' compensation insurance for all employees at the Company-Owned Outlets included within the group ("Cost of Labor"), which is then expressed as a percentage of Average Net Sales. This does not include any financial results from Outlets that were owned and operated by franchisees of KFCLLC.

9. Of the 31 Company-Owned Outlets included in this Item 19 Part I.A, 12 or 38.7% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for Company-Owned Outlets in FYE 2024 is \$813,241 to \$2,118,947.
10. Of the 2,850 Outlets owned and operated by franchisees that are included in this Item 19 Part I.A, 1,253 or 44.0% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for Franchisee Owned Outlets in FYE 2024 is \$439,213 to \$3,530,443.
11. Of the 2,881 single-brand Outlets included in this Item 19 Part I.A, 1,264 or 43.9% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for all single brand Outlets in FYE 2024 is \$439,213 to \$3,530,443.
12. Of the 31 Company-Owned Outlets included in this Item 19 Part I.A, 15 or 48.4% attained a Cost of Product lower than the stated average result for FYE 2024. The median Cost of Product for Part I.A was \$404,687 during FYE 2024.
13. Of the 31 Company-Owned Outlets included in this Item 19 Part I.A, 17 or 54.8% attained a Cost of Labor lower than the stated average result for FYE 2024. The median Cost of Labor for Part I.A was \$470,213 during FYE 2024.
14. Of the 31 Company-Owned Outlets with drive thru included in this Item 19 Part I.B, 12 or 38.7% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for Company-Owned Outlets with drive thru in Part I.B is \$813,241 to \$2,118,947 during FYE 2024.
15. Of the 2,779 Outlets owned and operated by franchisees with drive thru that are included in this Item 19 Part I.B, 1,224 or 44.0% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for Franchisee Owned Outlets with drive thru in Part I.B is \$439,213 to \$3,530,443 during FYE 2024.
16. Of the 2,810 single-brand Outlets with drive thru included in this Item 19 Part I.B, 1,236 or 44.0% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for all single brand Outlets with drive thru in Part I.B is \$439,213 to \$3,530,443 for FYE 2024.
17. Of the 31 Company-Owned Outlets with drive thru included in this Item 19 Part I.B, 15 or 48.4% attained a Cost of Product lower than the stated average result for FYE 2024. The median Cost of Product for Part I.B was \$404,687 during FYE 2024.
18. Of the 31 Company-Owned Outlets with drive thru included in this Item 19 Part I.B, 17 or 54.8% attained a Cost of Labor lower than the stated average result for FYE 2024. The median Cost of Labor for Part I.B was \$470,213 during FYE 2024.
19. Of the 71 Outlets owned and operated by franchisees that do not have drive thru that are included in this Item 19 Part I.B, 26 or 36.6% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for Franchisee Owned Outlets that do not have drive thru in Part I.B is \$613,602 to \$3,226,430 for FYE 2024.
20. Of the 30 Company-Owned Outlets included in this Item 19 Part I.C, 12 or 40.0% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for Company-Owned Outlets in Part I.C is \$813,241 to \$2,118,947 for FYE 2024.

21. Of the 2,180 Outlets owned and operated by franchisees that are included in this Item 19 Part I.C, 967 or 44.4% attained or exceeded the stated Average Net Sales during FYE 2024. The range of Net Sales for Franchisee Owned Outlets in Part I.C is \$439,213 to \$3,530,443 for FYE 2024.
22. Of the 2,210 single-brand Outlets included in this Item 19 Part I.C, 980 or 44.3% attained or exceeded the stated Average Net Sales during FYE 2024. The range of Net Sales for all single brand Outlets in Part I.C is \$439,213 to \$3,530,443 for FYE 2024.
23. Of the 30 Company-Owned Outlets included in this Item 19 Part I.C, 15 or 50.0% attained a Cost of Product lower than the stated average result during FYE 2024. The median Cost of Product for Part I.C was \$406,881 during FYE 2024.
24. Of the 30 Company-Owned Outlets included in this Item 19 Part I.C, 16 or 53.3% attained a Cost of Labor lower than the stated average result during FYE 2024. The median Cost of Labor for Part I.C was \$472,184 during FYE 2024.
25. Of the 30 Company-Owned Outlets with drive thru in the American Showman or Next Gen image included in this Item 19 Part I.D, 12 or 40.0% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales these Outlets is \$813,241 to \$2,118,947 for FYE 2024.
26. Of the 2,129 Outlets owned and operated by franchisees with drive thru in the American Showman or Next Gen image included in this Item 19 Part I.D, 945 or 44.4% attained or exceeded the stated Average Net Sales during FYE 2024. The range of Net Sales for these Outlets is \$439,213 to \$3,530,443 for FYE 2024.
27. Of the 2,159 single-brand Outlets with drive thru in the American Showman or Next Gen image included in this Item 19 Part I.C, 957 or 44.3% attained or exceeded the stated Average Net Sales during FYE 2024. The range of Net Sales for these Outlets is \$439,213 to \$3,530,443 for FYE 2024.
28. Of the 30 Company-Owned Outlets with drive thru in the American Showman or Next Gen image included in this Item 19 Part I.D, 15 or 50.0% attained a Cost of Product lower than the stated average result during FYE 2024. The median Cost of Product for Part I.D was \$406,881 during FYE 2024.
29. Of the 30 Company-Owned Outlets with drive thru in the American Showman or Next Gen image included in this Item 19 Part I.D, 16 or 53.3% attained a Cost of Labor lower than the stated average result during FYE 2024. The median Cost of Labor for Part I.D was \$472,184 during FYE 2024.
30. Of the 51 Outlets owned and operated by franchisees that are in the American Showman or Next Gen image that do not have drive thru included in this Item 19 Part I.D, 20 or 39.2% attained or exceeded the stated Average Net Sales for FYE 2024. The range of Net Sales for these Outlets is \$613,602 to \$2,480,589 for FYE 2024.

The operations of Company-Owned Outlets are similar to those of the franchised Outlets offered by this Disclosure Document, except that Company-Owned Outlets do not have certain expenses that franchised outlets have, such as payment of royalties. Company-Owned Outlets also benefit from economies of scale that are not available to outlets that are owned singly or in small groups by a franchisee.

## II. Average Weekly Net Sales for New Outlets

As of FYE 2024, there were 62 Outlets that were built as a new Outlet (whether as a new restaurant, or as a torn down and reconstructed Outlet) (the “New Outlets”) during the fiscal years ended December 25, 2023 and December 30, 2024. KFCLLC discloses information below relating to Average Weekly Net Sales for 51 New Outlets, which have been open for periods ranging from 13 to 104 weeks as of FYE 2024. KFCLLC excluded 11 New Outlets, 7 of which opened in 2024 and have operated for less than 13 weeks due to an insufficient period of operations, 1 Re-Opened Outlet (defined below) for which KFCLLC did not have prior sales information for the 52 weeks preceding its closure, and 3 Relocated Outlets (defined below) for which KFCLLC did not have prior sales information for the 52 weeks preceding its closure. Of the 51 New Outlets included below: (i) 31 were freestanding restaurants built from the ground-up (“Ground Ups”); (ii) 7 were freestanding restaurants converted from a different restaurant brand (“Conversions”); (iii) 1 was a permanently closed freestanding restaurant that was later remodeled and re-opened (“Re-Opened Outlet”); (iv) 2 were freestanding restaurants relocated to a different freestanding location (the “Relocated Outlets”); and (v) 10 were non-freestanding restaurants that were newly built in-line or on an end cap of a strip mall, which may or may not have drive thru (the “Inline/Endcap Outlets”). Collectively, the Ground Ups, Conversions, Re-Opened Outlets, and Relocated Outlets are referred to as “all FSDT.”

KFCLLC calculated the Average Weekly Net Sales by dividing the sum of Outlet Average Weekly Net Sales for the New Outlets by the number of New Outlets in each category identified below. The “Outlet Average Weekly Net Sales” for each New Outlet is the total sales for such New Outlet since opening, divided by the number of weeks such New Outlet has been open as of FYE 2024. The data below also shows the range and the median of the New Outlets. The range reflects the low and high data point for New Outlets, and the median is the data point that is at the center of all data points used for New Outlets. The data below does not include the expenses to operate the New Outlets (and thus, do not reflect gross or net profit).

Type of New Outlet	Average Weekly Net Sales	Median Weekly Net Sales	Lowest Weekly Net Sales	Highest Weekly Net Sales	Percentage that met or exceeded the Average Weekly Net Sales	Average Annualized Sales <sup>1</sup>	Percentage Increase (or decrease) Over Single Brand Outlets <sup>2</sup>	Average Increase in Net Sales
All New Outlets	\$29,196	\$27,186	\$10,999	\$56,129	39%	\$1,518,207	13%	N/A
Ground Ups	\$30,832	\$28,099	\$15,776	\$56,129	35%	\$1,603,258	19%	N/A
Conversions	\$27,114	\$26,245	\$10,999	\$46,754	43%	\$1,409,903	5%	N/A
Re-Opened Outlets	\$42,194	\$42,194	\$42,194	\$42,194	0%	\$2,194,081	63%	175% <sup>3</sup>
Relocated Outlets	\$26,949	\$26,949	\$20,422	\$33,476	50%	\$1,401,342	4%	-2% <sup>4</sup>
Inline/Endcap Outlets	\$24,734	\$22,199	\$14,932	\$45,969	40%	\$1,286,149	-5%	N/A
ALL FSDT	\$30,285	\$27,852	\$10,999	\$56,129	39%	\$1,574,807	17%	N/A

### NOTES FOR PART II:

1. The Annualized Sales for New Outlets is the total Net Sales for the New Outlet since opening, divided by the total number of days it has been open for business, multiplied by 7 days, and multiplied by 52 weeks. KFCLLC calculated the Average Annualized Sales by dividing the sum of Annualized Sales for the New Outlets in the category by the number of New Outlets in each



category identified above. 16 of the 51 New Outlets included for FYE 2024 were not open for a full 52 weeks; therefore, these numbers are not based on a full year of sales information. “Net Sales” is the total cash or other payments received after discounts and promotions for the sale or use of any products, goods or services that were sold from the New Outlet.

2. This column represents the percentage by which the Annualized Sales of the New Outlets exceeds the total Average Net Sales for single brand Outlets contained in Part I.A of this Item 19.
3. KFCLLC compared the Average Net Sales at the Re-Opened Outlet for the 52 weeks immediately preceding its closure with the Average Net Sales of the Re-Opened Outlet for the 52 weeks immediately after it was reopened. The Re-Opened Outlet was not operating for exactly 52 weeks as of FYE 2024, therefore, KFCLLC used the Annualized Sales of that Re-Opened Outlet as a point of comparison.
4. KFCLLC compared the Average Net Sales at the Relocated Outlets for the 52 weeks immediately preceding their closure with the Average Net Sales of the Relocated Outlets for the 52 weeks immediately after they were relocated and reopened. If a Relocated Outlet was not operating for at least 52 weeks as of FYE 2024, KFCLLC used the Annualized Sales of that Relocated Outlet as a point of comparison. The Relocated Outlets realized an average increase of -2% in Average Net Sales after reopening. For FYE 2024, of the 2 Relocated Outlets, 1 or 50% met or exceeded this average.

### **III. Forecasts**

KFCLLC has engaged Site Intel to provide location analysis that runs sales forecasts for potential Outlets (the “Forecast Tool”). SiteIntel created its Forecast Tool using data provided by KFCLLC regarding existing Outlets, and based on an analysis of hundreds of data variables ranging from geographic, demographic, traffic patterns, population density, education and ethnicity of the surrounding population, Outlet image, drive thru availability, and others in order to build a multivariable forecast model to project sales performance given a specific location in the United States. Site Intel worked with KFCLLC to develop a model based on stores likely to be built in the future. With this consideration the model was based on freestanding drive thru units with updated imagery (American Showman and Next GEN). Since the Forecast Tool projects Net Sales, it does not take into consideration labor costs, food costs or other operating expenses, which may vary significantly.

SiteIntel used its Forecast Tool to project annual Net Sales of the 2,159 single-brand Outlets included in Part I.D of this Item 19, which have a drive thru, were built or remodeled in either the American Showman image or the Next Gen image, and were open for at least one year as of FYE 2024 (the “Sample Outlets”). The SiteIntel Forecast Tool used the latitude and longitude coordinates of the Sample Outlets, and it projected annual Net Sales for the Sample Outlets of \$669,000 to \$3,921,000. Actual annual Net Sales of the Sample Outlets ranged from \$439,000 to \$3,530,000 for FYE 2024. The accuracy rate for the projections ranged from -61% to 114%. If the accuracy rate is a negative %, the actual Net Sales was lower than the projected Net Sales. If the accuracy rate is a positive %, the actual Net Sales was higher than the projected Net Sales. Further, the projections for 78% were within 22% of the actual annual Net Sales of such Sample Outlets for the 2024 fiscal year.

SiteIntel used the Forecast Tool to project annual Net Sales of the 24 New Outlets that were open for at least one year as of FYE 2024 (the “Sample New Outlets”). Of the New Outlets included in Part II, KFC has excluded 17 New Outlets that were not open a full year as of the fiscal year ended December 30, 2024, and the 10 Inline/Endcap Outlets as the Forecast Tool provides projections only for freestanding

restaurants. The SiteIntel Forecast Tool also used the latitude and longitude coordinates of the Sample New Outlets, and it projected annual Net Sales for the Sample New Outlets of \$852,000 to \$1,701,000. Actual annual Net Sales of the Sample New Outlets ranged from \$626,000 to \$1,927,000 for FYE 2024. The accuracy rate for the projections ranged from -41% to 72%. If the accuracy rate is a negative %, the actual Net Sales was lower than the projected Net Sales. If the accuracy rate is a positive %, the actual Net Sales was higher than the projected Net Sales. Further, the projections for 58% were within 22% of the actual annual Net Sales of such Sample New Outlet for the 2024 fiscal year.

As noted above, the Forecast Tool can be used to run Net Sales forecasts for a potential new restaurant given a particular location. When running the analysis, the franchisee may be given an annual Net Sales projection for that particular location. The sales projections generated by the Forecast Tool are directional in nature and indicate the demand at a particular location. A franchisee also should conduct its own independent analysis of the location, site characteristics, and the surrounding market and consider all relevant factors when determining whether or not to develop a new Outlet at a particular location.

#### **GENERAL NOTES:**

The numbers provided in Parts I and II of this Item 19 are historic numbers for certain Outlets. Written substantiation of the financial performance representations will be available to prospective franchisees upon reasonable request. This analysis is intended to be used as a reference when you conduct due diligence before signing the Franchise Agreement. KFCLLC recommends that you conduct your own independent investigation, including consulting with the appropriate legal and financial advisors, to determine whether an Outlet may be profitable.

**For Parts I and II of this Item 19: Some franchisees have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.**

**For Part III of this Item 19: These figures are only an estimate of what we think you may sell. Your individual results may differ. There is no assurance that you will sell as much.**

A new franchisee's financial results may differ from the stated financial performance representation. Each franchisee's experience is unique and may vary depending on a number of factors, such as the quality of individual management skills, experience and business acumen, demographics of the territory and other local economic and market conditions.

Except as disclosed in this Item 19, KFCLLC does not make any financial performance representations. KFCLLC also does not authorize its employees or representatives to make any such representations either orally or in writing. If you receive any other financial performance information or projections of your future income, you should report it to KFCLLC's Corporate Counsel, Sarah Pennington Richards, 1900 Colonel Sanders Lane, Louisville, Kentucky 40213, at (502) 874-8300, the Federal Trade Commission, and appropriate state regulatory agencies.

**ITEM 20**  
**LOCATIONS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**System-wide Location Summary**  
**for Years 2022 to 2024<sup>1</sup>**

Column 1 Location Type	Column 2 Year	Column 3 Locations at the Start of the Year	Column 4 Locations at the End of the Year	Column 5 Net Change
Franchised Outlets	2022	3872	3842	-30
	2023	3842	3715	-127
	2024	3715	3558	-157
Company-Owned Outlets <sup>2</sup>	2022	47	46	-1
	2023	46	46	0
	2024	46	80	+34
<b>Total Locations</b>	<b>2022</b>	<b>3919</b>	<b>3888</b>	<b>-31</b>
	<b>2023</b>	<b>3888</b>	<b>3761</b>	<b>-127</b>
	<b>2024</b>	<b>3761</b>	<b>3638</b>	<b>-123</b>

- The figures in Tables No. 1 to 4 of this Item 20 are as of the following fiscal year-end dates: December 30, 2024, December 25, 2023; and December 26, 2022.
- Company-Owned includes affiliate-owned or managed, including Outlets owned by KFCC.

**Table No. 2**  
**Transfer of Franchised Outlets to New Owners (Other than the Franchisor)**  
**for Years 2022 to 2024**

State	Year	Number of Transfers
Alabama	2022	0
	2023	2
	2024	1
Alaska	2022	1
	2023	0
	2024	0
Arizona	2022	1
	2023	0
	2024	0
California	2022	24
	2023	3
	2024	1
Florida	2022	2
	2023	2
	2024	12

State	Year	Number of Transfers
Georgia	2022	0
	2023	6
	2024	0
Illinois	2022	0
	2023	0
	2024	9
Indiana	2022	4
	2023	0
	2024	2
Kentucky	2022	1
	2023	3
	2024	15
Louisiana	2022	6
	2023	0
	2024	0
Maryland	2022	0
	2023	3
	2024	0
Massachusetts	2022	1
	2023	1
	2024	8
Michigan	2022	4
	2023	0
	2024	0
Minnesota	2022	0
	2023	2
	2024	0
Missouri	2022	5
	2023	1
	2024	1
Nebraska	2022	4
	2023	0
	2024	1
New Hampshire	2022	0
	2023	1
	2024	1

State	Year	Number of Transfers
New Mexico	2022	1
	2023	0
	2024	0
New York	2022	0
	2023	5
	2024	3
North Carolina	2022	6
	2023	0
	2024	40
Ohio	2022	2
	2023	0
	2024	0
Oregon	2022	1
	2023	0
	2024	0
South Carolina	2022	2
	2023	0
	2024	11
Tennessee	2022	2
	2023	0
	2024	22
Texas	2022	5
	2023	5
	2024	20
Vermont	2022	0
	2023	0
	2024	1
Virginia	2022	0
	2023	0
	2024	19
Washington	2022	0
	2023	0
	2024	1

State	Year	Number of Transfers
Wisconsin	2022	1
	2023	0
	2024	0
Total	2022	73
	2023	34
	2024	168

**Table No. 3**  
**Status of Franchised Outlets**  
**for Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non - Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2022	90	0	3	0	0	0	87
	2023	87	0	2	0	0	0	85
	2024	85	0	3	0	0	0	82
Alaska	2022	6	1	2	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Arizona	2022	60	1	2	0	0	0	59
	2023	59	1	2	0	0	0	58
	2024	58	2	3	0	0	0	57
Arkansas	2022	61	0	0	0	0	0	61
	2023	61	2	6	0	0	0	57
	2024	57	2	8	0	0	0	51
California	2022	433	5	11	0	0	0	427
	2023	427	2	14	0	0	0	415
	2024	415	3	33	0	0	0	385
Colorado	2022	66	0	6	0	0	0	60
	2023	60	1	5	0	0	0	56
	2024	56	0	0	0	0	0	56
Connecticut	2022	38	0	0	0	0	0	38
	2023	38	1	0	0	0	0	39
	2024	39	0	1	0	0	0	38
Delaware	2022	10	0	0	0	0	0	10
	2023	10	0	1	0	0	0	9
	2024	9	0	0	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non - Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Florida	2022	215	4	4	0	0	0	215
	2023	215	6	2	0	0	0	219
	2024	219	2	3	0	0	0	218
Georgia	2022	156	1	2	0	0	0	155
	2023	155	0	11	0	0	0	144
	2024	144	0	2	0	0	0	142
Hawaii	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	0	0	0	0	0	15
Idaho	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	0	0	0	0	0	15
Illinois	2022	147	0	2	0	0	0	145
	2023	145	1	13	0	0	0	133
	2024	133	1	28	0	0	0	106
Indiana	2022	111	4	2	0	0	0	113
	2023	113	0	2	0	0	0	111
	2024	111	0	19	0	0	0	92
Iowa	2022	39	0	0	0	0	0	39
	2023	39	0	0	0	0	0	39
	2024	39	0	2	0	0	0	37
Kansas	2022	36	0	1	0	0	0	35
	2023	35	0	1	0	0	0	34
	2024	34	0	0	0	0	0	34
Kentucky	2022	93	5	5	0	0	0	93
	2023	93	1	0	0	1	0	93
	2024	93	0	1	0	0	0	92
Louisiana	2022	43	0	0	0	0	0	43
	2023	43	0	13	0	0	0	30
	2024	30	0	3	0	0	0	27
Maine	2022	18	0	1	0	0	0	17
	2023	17	0	0	0	0	0	17
	2024	17	0	0	0	0	0	17
Maryland	2022	61	0	3	0	0	0	58
	2023	58	0	11	0	0	0	47
	2024	47	1	1	0	0	0	47

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non - Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Massachusetts	2022	49	1	0	0	0	0	50
	2023	50	0	1	0	0	0	49
	2024	49	0	1	0	0	0	48
Michigan	2022	155	0	2	0	0	0	153
	2023	153	2	7	0	0	0	148
	2024	148	4	1	0	0	0	151
Minnesota	2022	38	2	2	0	0	0	38
	2023	38	0	1	0	0	0	37
	2024	37	2	1	0	0	0	38
Mississippi	2022	66	2	2	0	0	0	66
	2023	66	0	3	0	0	0	63
	2024	63	0	3	0	0	0	60
Missouri	2022	78	4	0	0	0	0	82
	2023	82	1	2	0	0	0	81
	2024	81	0	2	0	0	0	79
Montana	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Nebraska	2022	23	0	0	0	0	0	23
	2023	23	0	1	0	0	0	22
	2024	22	0	0	0	0	0	22
Nevada	2022	36	1	1	0	0	0	36
	2023	36	0	2	0	0	0	34
	2024	34	0	0	0	0	0	34
New Hampshire	2022	14	0	0	0	0	0	14
	2023	14	0	1	0	0	0	13
	2024	13	0	0	0	0	0	13
New Jersey	2022	55	1	1	0	0	0	55
	2023	55	0	3	0	0	0	52
	2024	52	0	0	0	0	0	52
New Mexico	2022	38	0	1	0	0	0	37
	2023	37	0	0	0	0	0	37
	2024	37	0	1	0	0	0	36
New York	2022	153	11	5	0	0	0	159
	2023	159	1	4	0	0	0	156
	2024	156	2	4	0	0	0	154



State	Year	Outlets at Start of Year	Outlets Opened	Termina- tions	Non - Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
North Carolina	2022	173	1	6	0	0	0	168
	2023	168	2	5	0	0	0	165
	2024	165	0	6	0	0	0	159
North Dakota	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Ohio	2022	197	1	2	0	0	0	196
	2023	196	0	5	0	0	0	191
	2024	191	2	1	0	0	0	192
Oklahoma	2022	68	0	1	0	0	0	67
	2023	67	0	6	0	0	0	61
	2024	61	0	2	0	0	0	59
Oregon	2022	50	0	0	0	0	0	50
	2023	50	0	1	0	0	0	49
	2024	49	1	0	0	0	0	50
Pennsylvania	2022	118	0	1	0	0	0	117
	2023	117	1	3	0	0	0	115
	2024	115	1	6	0	0	0	110
Rhode Island	2022	13	0	1	0	0	0	12
	2023	12	1	0	0	0	0	13
	2024	13	1	0	0	0	0	14
South Carolina	2022	99	1	2	0	0	0	98
	2023	98	1	1	0	0	0	98
	2024	98	1	1	0	0	0	98
South Dakota	2022	7	0	1	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Tennessee	2022	128	1	3	0	0	0	126
	2023	126	1	0	0	0	0	127
	2024	127	0	1	0	0	0	126
Texas	2022	280	4	4	0	0	0	280
	2023	280	5	11	0	0	0	274
	2024	274	3	4	0	34	0	239
Vermont	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non - Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Virginia	2022	114	0	0	0	0	0	114
	2023	114	0	4	0	0	0	110
	2024	110	0	1	0	0	0	109
Washington	2022	77	0	2	0	0	0	75
	2023	75	0	3	0	0	0	72
	2024	72	0	2	0	0	0	70
West Virginia	2022	39	0	0	0	0	0	39
	2023	39	0	0	0	0	0	39
	2024	39	0	0	0	0	0	39
Wisconsin	2022	64	1	2	0	0	0	63
	2023	63	0	9	0	0	0	54
	2024	54	0	7	0	0	0	47
Wyoming	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Total	2022	3872	53	83	0	0	0	3842
	2023	3842	30	156	0	1	0	3715
	2024	3715	28	151	0	34	0	3558

**Table No. 4**  
**Status of Company-Owned Outlets**  
**for Years 2022 to 2024**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2022	41	0	0	1	0	40
	2023	40	2	0	3	0	39
	2024	39	2	0	1	0	40
Kentucky	2022	6	0	0	0	0	6
	2023	6	0	1	0	0	7
	2024	7	0	0	1	0	6
Texas	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	34	0	0	34
Total	2022	47	0	0	1	0	46
	2023	46	2	1	3	0	46
	2024	46	2	34	2	0	80

**Table No. 5**  
**Projected Openings as of December 30, 2024, for the 2025 Fiscal Year**

<b>Column 1 State</b>	<b>Column 2 Franchise Agreements Signed But Outlet Not Opened</b>	<b>Column 3 Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year</b>
Arizona	0	4	0
Georgia	0	1	0
Massachusetts	0	2	0
Michigan	0	1	0
Nevada	0	1	0
New York	0	5	0
Texas	0	4	0
<b>Total</b>	<b>0</b>	<b>18</b>	<b>0</b>

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

A list of all franchisees as of December 30, 2024, as well as the addresses and telephone numbers of their Outlets is attached as Exhibit K to this Disclosure Document. A list of the names, cities, states, business telephone numbers or, if unavailable, the last known home telephone numbers of all franchisees who have had Outlets terminated, cancelled, or not renewed; who otherwise voluntarily or involuntarily ceased to do business under their franchise agreements during the last fiscal year; or who have not communicated with the KFCLLC within 10 weeks of the date of issuance, is attached as Exhibit L.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the KFC franchise system. 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.

The following lists the name, address (to the extent the franchisee organization has informed us of it), telephone number, email address and Web address of the only trademark-specific, franchisee organizations associated with the franchise system being offered which are incorporated or otherwise organized under state law and have asked us to be included in our Disclosure Document during the next fiscal year:

Association of Kentucky Fried Chicken Franchisees  
PO Box 269  
Columbus Junction, Iowa 52738  
319-728-3282  
michelle.hunt@akfcf.com  
[www.akfcf.com](http://www.akfcf.com)

CARIBLA Franchisee Association  
7750 NW 46<sup>th</sup> Street  
PTY 1495  
Doral, Florida 33166  
305-384-4242  
zguevara@caribla.com  
[www.caribla.com](http://www.caribla.com)

Greater Midwest KFC Franchisee Association  
P.O. Box 269  
Columbus Junction, Iowa 52738  
319-728-3282  
kevin@centraliowakfc.com  
<https://akfcf.com/great-midwest-kfc-franchise-association/>

Greater Southwestern KFC Franchisee Association, Inc.  
3128 Flora St. SW  
Albuquerque, New Mexico 87121  
505-801-1299  
swkfcfa@gmail.com  
[www.swkfcfa.org](http://www.swkfcfa.org)

KFC Northeast Franchisee Association  
7868 Eastern Ave.  
Baltimore, MD 21224  
kfc.nefa@gmail.com

Northwest KFC Franchisee Association  
PMB 1964  
Healdsburg, California 95448  
707-570-7350  
shannonprendiville@nwkfc.com  
[www.nwkfc.com](http://www.nwkfc.com)

Southeastern KFC Franchisee Association  
P.O. Box 10090  
Danville, Virginia 24543  
434-251-6848  
jenn.thomas@sekfca.com  
[www.sekfca.com](http://www.sekfca.com)

Southern California KFC Franchisee Association  
P.O. Box 4518  
Culver City, California 90231  
310-422-6464  
ossanlokfc@aol.com  
[www.socalkfc.com](http://www.socalkfc.com)

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Exhibit J contains KFCLLC's audited financial statements, which comprise the balance sheets as of December 30, 2024 and December 25, 2023, and the related statements of income, member's equity, and cash flows for each of the years in the three-year period ended December 30, 2024, and the related notes to the financial statements.

KFCLLC operates using a fifty-two week fiscal calendar that ends on the Monday preceding Yum's fiscal year end, whose fiscal year ends on December 31 each year. As a result, there is a fifty-third week added to the Company's fiscal calendar every few years.

## **ITEM 22**

### **CONTRACTS**

The following agreements are attached as Exhibits to this Disclosure Document in the following order:

1. The Franchise Agreement – Exhibit B
2. The Development Agreement – Exhibit C
3. The Deposit Agreement – Exhibit D
4. The Option Agreement – Exhibit E
5. The Advertising Agreement – Exhibit F
  - i. Amendment to Advertising Agreement – Exhibit F-1
6. The 5/15 Amendment – Exhibit G
7. The Legacy New Development Addendum – Exhibit H
8. State Addendum – Exhibit M
9. Guaranty – Exhibit N
10. Control Person Addendum – Exhibit O
11. Renewal Addendum – Exhibit P
12. Rebuild/Relocate Addendum – Exhibits Q1 and Q2
13. Restaurant Technology Agreement – Exhibit R
14. Restaurant Technology Hardware Self Maintenance Agreement – Exhibit S
15. Spousal Consent – Exhibit T
16. Addendum to Lease – Exhibit U
17. Sample General Release – Exhibit V
18. Representations and Acknowledgement Statement – Exhibit W
19. Letter Agreement – Exhibit X
20. Ownership Addendum – Exhibit Y

## **ITEM 23**

### **RECEIPTS**

Exhibit Z contains detachable documents acknowledging your receipt of this Disclosure Document.

**EXHIBIT A**

**STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

## **EXHIBIT A**

### **STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

#### **CALIFORNIA**

Department of Financial Protection &  
Innovation:  
Toll Free: 1 (866) 275-2677

##### ***Los Angeles***

Suite 750  
320 West 4<sup>th</sup> Street  
Los Angeles, California 90013  
(213) 576-7505

##### ***Sacramento***

2101 Arena Blvd.  
Sacramento, California 95834  
(916) 445-7205

##### ***San Diego***

1455 Frazee Road, Suite 315  
San Diego, California 92108  
(619) 610-2093

##### ***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94104  
(415) 972-8559

#### **HAWAII**

(state administrator)

Business Registration Division  
Department of Commerce and Consumer Affairs  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722  
[www.investing.hawaii.gov](http://www.investing.hawaii.gov)

#### **ILLINOIS**

Franchise Bureau  
Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62701  
(217) 782-4465

#### **INDIANA**

(state administrator)

Indiana Secretary of State  
Securities Division, E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

#### **MARYLAND**

(state administrator)

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

#### **MICHIGAN**

(state administrator)

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48909  
(517) 373-7177

## **MINNESOTA**

(state administrator)

Minnesota Department of Commerce  
85 7th Place East, Suite 280  
Saint Paul, Minnesota 55101  
(651) 539-1600

(agent for service of process)

Commissioner of Commerce  
Minnesota Department of Commerce  
85 7th Place East, Suite 280  
Saint Paul, Minnesota 55101  
(651) 539-1600

## **NEW YORK**

(state administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236 Phone  
(212) 416-6042 Fax

(agent for service of process)

New York Secretary of State  
New York Department of State  
One Commerce Plaza  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, NY 12231-0001  
(518) 473-2492

## **NORTH DAKOTA**

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol – Fourteenth Floor – Dept 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

## **OREGON**

Department of Insurance and Finance  
Corporate Securities Section  
Labor and Industries Building  
Salem, Oregon 97310  
(503) 378-4387

## **RHODE ISLAND**

Department of Business Regulation  
Division of Securities  
John O. Pastore Complex  
Building 69-1  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-9645

## **SOUTH DAKOTA**

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

## **VIRGINIA**

(state administrator)

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



**WASHINGTON**

(state administrator)

Department of Financial Institutions  
Securities Division  
P.O. Box 41200  
Olympia, Washington 98504-1200  
(360) 902-8760

(agent for service of process)

Director  
Department of Financial Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98501

**WISCONSIN**

Securities and Franchise Registration  
Wisconsin Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-1064

**EXHIBIT B**  
**KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

Effective  
Date:

Reference:

NEW

Opening Date

## **KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

Date \_\_\_\_\_

by and between KFC US, LLC, a Delaware limited liability company ("KFC"), which has its principal office at 1900 Colonel Sanders Lane, Louisville, Kentucky, and

«Franchisees\_Name»  
«Office\_Mailing\_Addr»  
«Office\_City\_St\_Zip»

(the "Franchisee"),

with respect to the "Outlet" consisting of the premises, and all structures, appurtenances, fixtures, equipment, facilities and entry, exit, parking and other areas, now or at any time located on the real property the dimensions and layout of which have previously been submitted by plot plan to KFC and which bear the address:

«Outlet\_Street\_Addr»  
«Outlet\_City\_State»

In consideration of the premises, the Franchisee and KFC hereby agree as follows:

### **1. Section Headings.**

The section headings listed below are for convenience of reference only and shall not affect the interpretation of this Agreement.

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**2. Recitals - Caveat.** KFC over the course of years has developed a unique system for preparing and marketing fried chicken and other food products pursuant to trade secrets, standards and specifications designed to maintain a uniform high-quality of product, service and national image. KFC has also developed and owns certain trademarks and service marks which enjoy a national reputation. Franchisee recognizes the value of the system, the trademarks and continued uniformity of image to himself, to KFC and to other franchisees of Kentucky Fried Chicken outlets. In order to enhance the value of the system and trademarks and goodwill associated therewith, this Agreement places detailed and substantial obligations on the Franchisee including strict adherence to KFC's reasonable present and future requirements regarding menu items, advertising, physical facilities, etc. Future improvements may be required in the Outlet, and certain provisions apply to other KFC outlets under common control with the Outlet. The rights granted to the Franchisee are for a limited time. Their value derives principally from certain KFC trademarks and associated goodwill, designs, systems and processes developed at considerable expense and effort. BEFORE SIGNING THIS AGREEMENT, THE FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

The Franchisee acknowledges that NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH HEREIN, IS BINDING ON KFC IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

### **3. License.**

3.1 Subject to the limitations elsewhere in this Agreement, KFC hereby grants to the Franchisee during the License Term the right and license (the "License") to use at the Outlet certain trade names, trademarks and service marks owned by KFC and to prepare and market Approved Products at the Outlet (and only at the Outlet) only in connection with products and services meeting KFC's quality standards through the use of processes and trade secrets communicated by KFC. The Approved Products shall consist of Required Products and Optional Products which currently exist, see attached Exhibit A, or which may be introduced into the system in accordance with subsection 5.

Optional Products are products which are authorized for sale under KFC's trademarks and service marks, but are not required to be sold. As additional Optional Products are introduced by KFC, KFC will give notice of the time and manner of introduction. Franchisee must seek the written approval of KFC for Optional Products, and KFC may withhold such approval if the Franchisee is not in

compliance with the terms of this Agreement. If KFC approves in writing, at its sole discretion, upon review of Franchisee's specifications, Franchisee may also sell at the Outlet, certain high quality food items for which KFC does not presently have specifications. The initial Required Products and Optional Products are shown on Exhibit A.

3.2 Subject to the termination provisions in this Agreement, the Franchisee agrees to operate the Outlet during the License Term in accordance with this Agreement.

3.3 The License Term shall expire on the 20th anniversary of the opening date subject to earlier termination pursuant to this Agreement. KFC will notify the Franchisee at least six months in advance of expiration of the License Term. Should KFC fail to give such notice, then the License Term shall be extended but only to the date six months from the date KFC does give notice, and any renewal term granted pursuant to Section 4 shall expire on the appropriate anniversary date as though KFC had given notice when required.

3.4 Upon termination or expiration of the License, the Franchisee (and, if Franchisee is a corporation, the officers, directors and shareholders and agents of Franchisee) shall immediately discontinue use of all KFC trademarks, service marks, trade names, trade secrets, and know-how and processes developed and owned by KFC and shall immediately and at no cost to KFC remove signs, menuboard inserts, point-of-sale material red and white stripes and any characteristically designed roof from the Outlet and otherwise change its exterior and interior appearance so that it is no longer confusingly similar to a Kentucky Fried Chicken outlet and no longer bears any KFC trademarks, service marks or trade names or designations or marks similar thereto. If the Franchisee fails to immediately remove the signs and make such changes, KFC may do so by entering the premises of the Outlet and the Franchisee shall pay to KFC the costs it so incurs. Franchisee shall also return all confidential operating manuals and other confidential materials to KFC and at KFC's option, upon payment of the fair market value thereof by KFC, return to KFC all supplies and any other materials bearing the trademarks, service marks or trade names of KFC. This Agreement and the obligations of the parties hereunder shall survive the termination or expiration of the License except to the extent expressly otherwise provided herein.

3.5 The License does not include the right to sell any product for resale, the right to sell any product at or from any place except the Outlet, or the right to prepare or deliver any product at any place other than the Outlet except for catering and special event sales made in strict accordance with KFC's catering and special event procedures, which procedures are subject to reasonable changes from time to time by KFC on at least sixty (60) days' notice. Franchisee shall give KFC at least thirty (30) days' (or such shorter period as may be reasonable under the circumstances) advance notice of any special event sale (such as fairs, athletic events and conventions).

3.6 Except as provided in subsection 3.8, during the License Term KFC shall not use or license others to use any of the trademarks licensed hereunder in connection with the sale of any food products at any location within a radius of one and one-half miles of the Outlet, unless:

(a) the sales are made at locations which (at the time KFC or any of its affiliates commits to buy, lease or franchise any such location or locations) are outside of a circular area having the Outlet as its center and within which 30,000 people reside or, in case of a metropolitan area

containing more than 100,000 people, within which 30,000 people reside or work, or both reside and work, or

(b) the sales are made in connection with special events, the occurrence of which KFC notifies Franchisee with sufficient time for Franchisee to meet the requirements of subsection 3.5, and Franchisee chooses not to make such sales. If franchisee does not notify KFC of its intention to make sales at a special event as provided in subsection 3.5, then KFC may make such sales itself or license others to make them.

3.7 Franchisee will strictly comply with the requirements and instructions of KFC regarding the use of the trademarks, trade names and service marks in connection with the Approved Products and the Outlet. The Franchisee acknowledges that the goodwill associated with KFC's trademarks, service marks and trade names is and will remain the exclusive property of KFC and that the Franchisee will derive no benefit from such goodwill except through profit received from the operation or possible sale of the Outlet during the License Term, which is subject to early termination as set forth herein. Any enhancement of the goodwill associated with KFC's trademarks, service marks and trade names during the License Term will inure to the benefit of KFC except to the extent of such profits, if any, realized by the Franchisee during the License Term, following which no value shall be attributable to any goodwill of KFC's trademarks, service marks and trade names acquired or enjoyed by the Franchisee pursuant to this Agreement and all right -to use KFC's trademarks, etc. shall revert automatically to KFC at no cost to KFC.

3.8 KFC or any company affiliated with it may sell within the area described in subsection 3.6, or grant franchises to others to sell, through grocery stores or other quick-service restaurants or otherwise, food products (other than chicken served in whole pieces) using the name or likeness of Colonel Sanders and the trademarks historically associated with the product "Kentucky Kandies," but which otherwise bear different trade names, trademarks and service marks from those licensed hereunder. KFC covenants, however, that it will not use, or permit the use of, the name or the likeness of Colonel Sanders in connection with alcoholic or tobacco products or poultry products other than Approved Products, or in connection with quick-service restaurants other than Kentucky Fried Chicken outlets, whether within or without the area described in subsection 3.6.

**4. New Agreement Upon Expiration.** At the expiration of the term hereof, Franchisee may extend this Agreement for successive ten (10) year periods, provided that at the time of expiration of the term hereof or the then current extended term:

(a) Franchisee shall not have failed to remedy any breach specified by KFC in any notice then outstanding under subsection 17.3.

(b) Franchisee shall agree to make such capital expenditures as may be reasonably required to renovate and modernize the Outlet and its signs and equipment so as to reflect the image of Kentucky Fried Chicken outlets.

(c) If renovation and modernization of the Outlet is not possible or feasible, Franchisee shall relocate the Outlet within the area described in subsection 3.6 or such other area as may be approved by KFC in writing in accordance with KFC's relocation procedures.

(d) Franchisee shall execute a new license agreement on the form then being used by KFC, but without any increase in royalty fee or advertising contributions or any change in renewal or assignment provisions or in the protected territory provision contained in subsection 3.6.

(e) All monetary obligations owed to KFC and its subsidiaries and affiliates must be current at the time of renewal.

(f) Franchisee shall pay to KFC \$2,000, which amount will be adjusted to reflect each 10% rise in the United States Department of Commerce Composite Consumer Price Index (or the nearest comparable index should that index no longer be prepared), hereinafter referred to as the "Consumer Price Index," using June 1976 as the base period (such index being 170.10), but in no event shall such amount exceed the renewal fee then being provided for in contracts Issued for new Kentucky Fried Chicken franchises.

(g) Franchisee shall not have engaged in chronic repeated breaches of this Agreement of a substantial nature within the preceding twenty-four (24) months prior to renewal.

## **5. Compliance with Standards, Etc.**

5.1 The Franchisee represents that the Outlet has in all respects been constructed, established and prepared to conduct business in strict compliance with all plans, specifications and requirements prescribed by KFC, and that any material deviations from KFC's standard plans, specifications, and requirements have been approved in writing by KFC. At KFC's request made at any time within one year of the date of this Agreement, the Franchisee will promptly correct any unapproved deviations.

5.2 The Franchisee shall, consistent with the terms of this Agreement, diligently develop the business of the Outlet and use his best efforts to market and promote the Required Products and the Optional Products which are offered for sale at the Outlet.

5.3 During the License Term, the Franchisee will strictly comply with all reasonable standards, specifications, processes, procedures, requirements, and instructions of KFC regarding the operation of the business which now exist or may be established from time to time, and Franchisee will take such action and precautions as necessary to assure that:

(a) the Franchisee or a fully trained and qualified manager devotes his full time to the supervision, management and operation of the Outlet.

(b) the Franchisee and employees at the Outlet attend and complete such courses, programs and seminars at such locations, as KFC may from time to time reasonably require, in order that such persons may be fully trained and instructed on a continuing basis in various aspects of operating a KFC outlet, provided that KFC shall not bear the salary, travel, hotel, meal or other expenses of persons attending.

(c) all Approved Products offered for sale at the Outlet are prepared at the Outlet for sale to customers at the Outlet, except that beverages, "side items" or "fixin's," as authorized by KFC, may be prepared elsewhere, but any such authorization shall be subject to change or termination by

KFC, in exercise of its reasonable business judgment, if it is found by KFC that preparation elsewhere results in a lessening of the high quality of food products required by KFC's specifications.

(d) each additional Required Product designated by KFC into the franchised system by KFC is offered for sale on a continuing basis at the Outlet at the time and in the manner required by KFC.

(e) no sale of any product except Approved Products is solicited, accepted or made at or from the Outlet, and that no products except Approved Products are prepared at the Outlet, except when specifically authorized in writing by KFC.

(f) the provisions of subsection 3.5 are adhered to.

(g) KFC may at any time, by written notice to Franchisee, remove any product from the menu items or Approved Products. If KFC makes any such changes, Franchisee must change the menu within ninety (90) days after receiving notice from KFC of such changes. Notwithstanding the foregoing, Franchisee may seek approval from KFC to continue selling such removed product.

(h) only signs and menuboard, advertising and promotional material, equipment, supplies, uniforms, paper goods, packaging, furnishings, fixtures, recipes, and food ingredients which meet KFC's standards and specifications (as established from time to time) are used at the Outlet or in connection with its business.

(i) all equipment, signs, menuboard, supplies and other items necessary in connection with adding new Approved Products are acquired, installed and utilized (and that the marketing of such new Approved Products begins) at the Outlet as soon as possible consistent with the reasonable requirements of KFC.

(j) all equipment, signs, menuboard, supplies, computers and other technology-driven systems, including but not limited to point of sale systems and other hardware, software and applications, and other items are added, eliminated, substituted and modified at the Outlet as soon as practicable in accordance with reasonable changes in KFC's specifications and requirements.

(k) the Outlet and everything located at the Outlet are maintained in first-class condition and repair and are kept clean, neat and sanitary; the Outlet is adequately lighted and is operated in a clean, wholesome and sanitary manner consistent with KFC's requirements; all maintenance, repairs and replacements reasonably requested by KFC or needed in connection with the Outlet are promptly made; and all employees are clean and neat in appearance.

(l) no alterations of the Outlet affecting the image are made except at KFC's request or with KFC's approval, and that any such alterations strictly conform to specifications and requirements established or approved by KFC.

(m) the Outlet and its business will comply with applicable laws, ordinances and governmental rules, regulations and other requirements, including but not limited to health and sanitation requirements, and that KFC is advised promptly in the event of a conflict between this requirement and any other requirement in or pursuant to this Agreement.



(n) such advertising materials as may be furnished to KFC or the National Co-Op (hereafter defined) from time to time for use by the Franchisee are used only in the manner and during the period specified by KFC or the National Co-Op.

(o) the Outlet is open for business every day during the License Term during the hours reasonably specified by KFC, except Christmas and Thanksgiving and such days as the Outlet is closed for repairs pursuant to Section 14 (Condemnation and Casualty).

(p) the employees, and the supplies and other items on hand at the Outlet, are at all times sufficient to meet the anticipated volume of business.

(q) all debts and taxes in connection with the Outlet and its business, except those duly contested in a bona fide dispute, are paid when due, including but not limited to debts payable to KFC and its affiliates.

(r) all necessary and appropriate measures are taken to avoid an unsatisfactory or equivalent safety, sanitation or health rating at any time from any governmental agency or authority, and that conditions or practices disapproved by any such agency or authority are promptly corrected except that, after consultation with KFC by Franchisee, Franchisee may contest the action by such agency or authority as being arbitrary, capricious, unfair and unwise.

(s) Franchisee will strictly comply with all reasonable specifications deemed appropriate by KFC with respect to ingredients, product groupings, storage, and handling, method of preparation and service, weight and dimensions of products served, and standards of cleanliness, health, and sanitation.

(t) Franchisee will, at KFC's direction, cease using any ingredients or withdraw from supply in the Outlet, any Approved Product or any other food, beverage, product or service, which KFC determines in its reasonable discretion: (i) does not conform or no longer conforms with KFC's quality standards, controls or specifications for food, beverages, products or services; or (ii) may be a health or safety risk or may adversely impact the brand image of KFC. In such case, Franchisee must immediately cease using any ingredients or withdraw any food, beverages or products from sale or supply when required to do so by KFC.

(u) Franchisee must, upon request of KFC, provide KFC with copies of all health inspection reports or violations issued by local authorities.

5.4 In prescribing standards, specifications, processes, procedures, requirements or instructions under subsection 5.3 or any other provision of this Agreement, KFC shall take no part in determining the prices charged by the Franchisee for products or services of any kind and shall not have control over the day-to-day managerial operations of the Outlet.

5.5 KFC will deliver to the Franchisee a Confidential Operating Manual, and the Franchisee will abide by and may rely upon the Confidential Operating Manual, which shall be subject to and which shall be deemed to include such reasonable supplements, revisions and later instructions as may be issued from time to time by KFC. The Franchisee will treat the Confidential Operating Manual and trade secrets and know-how of KFC as confidential, and will not disclose any such information to

anyone except employees of the Franchisee as necessary for the proper operation of the Outlet and except other persons authorized by KFC to receive such information.

The Franchisee will take reasonable precautions to cause his employees to keep such information confidential by entering into appropriate agreements, in such form as approved by KFC, with those employees who have access to such information. The Confidential Operating Manual and other information furnished by KFC in connection with the business of KFC or the Outlet will be and remain the property of KFC and, if in tangible form, will be returned to KFC at the end of the License Term. The Franchisee shall not copy, duplicate, record or otherwise reproduce all or any part of the Confidential Operating Manual or any other material containing the trade secrets or confidential information concerning KFC or its trademarks or processes, and shall take all reasonable precautions to prevent his employees from doing so.

5.6 KFC and its representatives shall have the right, during business hours and at all other reasonable times, to enter and inspect the Outlet and all other facilities used for the preparation, storage, transportation, etc., of any Approved Products, to discuss with the Franchisee or such other people as the Franchisee may designate, concerning all matters that may pertain to compliance with this Agreement and with standards, specifications, requirements, instructions and procedures hereunder, to take photographs of the Outlet and such other facilities, and to buy samples of food products and other items at the Outlet and other points-of-sale. KFC and its representatives shall also have the right, under the supervision of the Franchisee or his designee, to collect samples at any other facilities under the control of the Franchisee. The Franchisee will in all respects cooperate with KFC in its exercise of rights under this subsection.

5.7 [Reserved].

5.8 KFC shall not enforce against Franchisee the standards, specifications, requirements, instructions and procedures set forth in Sections 5 and 10 if they exceed the standards, specifications, requirements, instructions and procedures enforced by KFC in Kentucky Fried Chicken outlets owned and operated by KFC or its affiliates in the market nearest the Outlet in which they have such outlets.

## **6. Maintenance and Upgrading of Outlet.**

6.1 Franchisee shall at all times comply, and cause the Outlet to comply with all standards, specifications, processes, procedures, requirements and reasonable instructions of KFC regarding the Outlet's physical facilities, including the layout of furnishings and fixtures, and facilities at which or by means of which the Franchisee IS permitted by KFC to store, handle, prepare or transport Approved Products or ingredients to be used in preparing them.

6.2 Recognizing the value of uniform national standards to Franchisee, KFC and the franchised system, Franchisee shall from time to time abide by any reasonable requirement of KFC with regard to the remodeling and upgrading of the Outlet to comply with standards then applicable to new franchises and stores owned by KFC and its affiliates, provided, however, that such requirements shall not impose an undue economic burden.

6.3 If any changes in or additions of equipment or changes in or additions to the Outlet are required by KFC in connection with upgrading or remodeling, the Franchisee will bear the entire cost

thereof. Similarly, Franchisee will bear the entire cost of adding equipment and altering the Outlet for Optional Products which Franchisee desires to sell or for Required Products which KFC requires Franchisee to sell pursuant to subsection 5. KFC cannot foresee with precision what may become Required Products in the future. Certain Optional Products may become Required Products, and KFC is testing other food products which may become Optional and then Required Products. Franchisee acknowledges that possible additional investment may be called for pursuant to this subsection.

6.4 KFC agrees that it will not enforce against Franchisee the provisions of Section 6 if they exceed the reasonable remodeling or upgrading standards that are applied to the Kentucky Fried Chicken outlets owned by KFC or its affiliates in the market nearest the Outlet, in which they have such outlets. In interpreting this subsection, the outlets of KFC or its affiliates in such nearest market shall be considered as a whole so that Franchisee may not deny his obligations under Section 6 by comparing the Outlet to any single outlet of KFC or its affiliates in such nearest market.

**7. Services by KFC.** The initial franchise fee and the royalties hereunder are paid or payable for the License and not for services by KFC, and any failure by KFC to provide services shall not excuse Franchisee from paying the initial franchise fee or the royalties. KFC shall offer to the Franchisee such initial and continuing services as KFC deems necessary or advisable in connection with furthering the business of the Franchisee and the KFC system and in connection with protecting the trade names, trademarks, service marks and goodwill of KFC. Among such continuing services shall be the furnishing of operating advice and training at KFC's school or otherwise on a continuing basis through its representatives; undertaking further refinement of products and equipment and informing Franchisee of proven methods of quality control; informing Franchisee of such engineering research and development which in KFC's opinion may be beneficial to Franchisee's operations; recommending such accounting and business procedures which KFC believes may be of value; and scheduling and holding from time to time local, regional and national meetings and seminars for the advancement and dissemination of its methods in processing and marketing Approved Products. Although no charge is presently made for services offered to franchisees generally, KFC may charge for optional services which are in addition to the services presently offered without charge. KFC expects to continue to offer products for sale to its franchisees for use in their operations but is not bound to do so, except for assuring (subject to causes or conditions beyond KFC's control) a source of supply of items incorporating KFC trade secrets which are essential in operating a KFC outlet.

## **8. Royalties.**

8.1 Franchisee shall pay to KFC royalties for the License at the rate of 4% of Gross Revenues (as defined in Section 9) for each month or partial month that the store is in operation. Franchisee shall pay to KFC as a minimum monthly royalty the sum of \$600, said minimum to be adjusted for every 10% increase in the Consumer Price Index, using June 1976 as the base period (170.10), but in no event shall such minimum royalty exceed the minimum royalty then being charged by KFC for new Kentucky Fried Chicken franchises. If Franchisee is unable to operate from the Outlet due to damage or loss to the Outlet caused or created by a casualty, act of God or other condition over which Franchisee has no control, then the minimum royalty referred to in the preceding sentence shall be waived, provided, however, that such waiver shall not extend beyond the twelve-month period commencing with the month the casualty occurs.

8.2 On or before the 20th day of each month, the Franchisee shall, with or without notice from KFC, pay to KFC all royalties for the preceding month or partial month. Each payment shall be accompanied by a statement as to the relevant Gross Revenues, and the statement shall be in such form and detail as may be furnished by KFC with respect to royalties. Beginning on January 1, 2016, KFC may, at its option, require that royalty and any other amount payable under this Agreement to KFC be made by direct monthly withdrawals in the form of electronic, wire, automated transfer or similar funds transfer in the appropriate amount(s) from a bank or other financial institution account designated by the Franchisee.

8.3 Although each failure to pay royalties when due will be a material breach of this Agreement, to encourage prompt payment and to cover the costs and expenses involved in handling and processing late payments, the Franchisee shall also pay, upon demand, a late payment charge at the rate of 1.5% of all royalties for each month or partial month cumulative during which they are due and unpaid.

## **9. Gross Revenues.**

9.1 No mention of products or services in this section is intended to mean or imply that such products or services are approved for sale at the Outlet.

9.2 For purposes of this Agreement, Gross Revenues includes the total of all monies and receipts derived from products prepared and services performed at the Outlet, at special events or from catering and from all sales and orders made, solicited or received at the Outlet or at special events and from all other business whatsoever conducted at or from the Outlet, whether such revenues are evidenced by cash, credit, checks, gift certificates, scrip, food stamps, coupons (but see subsection 9.3(b) below), services, property or other means of exchange, and whether such sales are of food, beverages, tobacco products, vending machine items, services, merchandise or products of any nature whatsoever.

9.3 However, Gross Revenues shall not include: (a) sales or merchants' or other taxes measured on the basis of the gross revenues of the business imposed by governmental authorities directly on sales and collected from customers, provided the taxes are added to the selling price and are in fact paid by the Franchisee to the appropriate governmental authorities, or (b) promotional or discount coupons to the extent that the Franchisee realizes no revenue therefrom through issuance, redemption or otherwise. Cash refunded and credit given to customers, and receivables uncollectible from customers, shall be deducted in computing Gross Revenues to the extent that such cash, credit or receivables represent amounts previously included in Gross Revenues on which royalties were paid.

9.4 Gross Revenues shall be deemed received by the Franchisee at the time the products, merchandise or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Gross Revenues consisting of property or services shall be valued at the prices applicable, at the time such Gross Revenues are received, to the products or services exchanged for such Gross Revenues.

## **10. Advertising.**

10.1 During the License Term, the Franchisee shall make such payments to the KFC National

Council and Advertising Cooperative Inc. (the "National Co-Op") as shall be established by it from time to time, and shall spend at least 3% of Gross Revenues on other advertising and marketing activities, including participation in Approved Local Co-Ops, as more fully provided in subsection 10.4 below. Franchisee shall submit all advertising material, except material received from KFC or the National Co-Op, to KFC's Legal Department 15 days prior to use and KFC shall have 5 working days to approve or disapprove the use, provided that if KFC takes no action, Franchisee may use the material and provided further, that KFC shall have no participation in establishing prices charged by the Franchisee for products or services of any kind. Beginning on January 1, 2016, KFC may, at its option, require that advertising payments due to the National Co-op be made on or before the 20th day of each month by direct withdrawals in the form of electronic, wire, automated transfer or similar funds transfer in the appropriate amount(s) from a bank or other financial institution account designated by the Franchisee.

10.2 The Franchisee shall promptly join the National Co-Op and promptly enter into with it, effective as of the date of this Agreement, an Advertising Agreement in the form attached hereto (unless Franchisee shall have already signed such an agreement for the Outlet). The Franchisee shall, during the License Term, comply with all the terms of the Advertising Agreement, maintain it in full force and effect, be and remain a member in good standing of the National Co-Op, faithfully abide by its rules and bylaws, and make payments to it in the amounts and at the times established by it from time to time. Such payments shall be made with respect to the Outlet and all other outlets which sell Kentucky Fried Chicken and which are owned or controlled by or franchised to all or any of the persons named herein as the Franchisee, or any person or persons who control, are controlled by or are under common control with any person or persons named herein as the Franchisee. The present National Co-Op contribution rate is 2% subject to change in accordance with its bylaws. Should the rate be changed to an amount exceeding 2%, then the amount to be expended pursuant to subsection 10.3 below shall correspondingly decrease so Franchisee will at no time be required by KFC to expend in excess of 5% of Gross Revenues for advertising purposes. KFC will also not require Franchisee to expend in excess of 5% of Gross Revenues for advertising purposes pursuant to franchise agreements for other outlets to which this section pertains. **NOTE THAT THIS LIABILITY OF THE FRANCHISEE TO CONTRIBUTE TO NATIONAL ADVERTISING EXTENDS TO OUTLETS OTHER THAN THE ONE COVERED BY THIS AGREEMENT.**

10.3 The Franchisee shall spend, during each full or partial calendar year during the License Term, at least 3% of Gross Revenues for such period (subject to the provision set forth in subsection 10.2 above) on the preparation, production, placement and dissemination of local advertising of the Approved Products, all in a manner and using media and materials approved in advance by KFC. Such expenditures may include amounts paid to Approved Local Co-Ops and monies expended in advertising and promotional media such as television, radio, newspapers, magazines, billboards, posters, handbills, direct mail, yellow pages, sports program booklet advertising, collateral promotional and novelty items (e.g. matchbooks, pens, and pencils, bumper stickers, calendars) which prominently display KFC's trademarks, advertising on public vehicles such as cabs and buses, the cost of market research, the cost of producing materials necessary to participate in these media, and agency commissions related to the production of such advertising. Local advertising shall not include payments to the National Co-Op nor payments in connection with permanent on-premises signs, lighting, menus, menuboards, purchasing or maintaining vehicles even though such vehicles display in some manner KFC's trademarks (except the cost of the materials displayed are included), contributions, sponsorships (unless KFC's trademarks are prominently displayed by the group or activity being sponsored), premium or similar offers such as

discounts, price reductions, special offers, free offers and sweepstake offers (except that the media costs associated with promoting the premium offers are included); employee incentive programs, and other similar payments which KFC may determine in its sole discretion should not be included in determining whether Franchisee has met his obligation to spend 3% of Gross Revenues for local advertising. Within sixty (60) days following the close of the Franchisee's fiscal year, the Franchisee shall pay to the National Co-Op, in addition to other payments to it, such amount as may be necessary so that payments pursuant to this subsection 10.3 shall not be less than 3% of Gross Revenues for the preceding fiscal year, unless he can demonstrate to KFC's satisfaction that sound business judgment does not call for additional local advertising.

10.4 At the request of KFC, the Franchisee will promptly join, and during the License Term faithfully participate in and make contributions to (at rates and upon terms established from time to time by) one or more Approved Local Co-Ops which, for purposes of this Agreement, are programs, or groups or associations of operators of KFC outlets now or hereafter from time to time designated and approved by KFC for the pooling of resources to advertise or promote (or both) any of the Approved Products in a locality or region designated by KFC for such purposes. The Franchisee will subscribe to and abide by the bylaws and advertising agreements adopted by such Approved Local Co-Ops.

The Franchisee may not be required to join more than one Approved Local Co-Op if the contributions of the Franchisee to Approved Local Co-Ops would exceed 3% of Gross Revenues solely by reason of belonging to more than one such Co-Op. The Franchisee shall abide by all reasonable determinations of an Approved Local Co-Op as to areas assigned to or covered by it and as to allocations of program expenditures among its participants based on relative media coverage within a given area. The Franchisee's obligations hereunder shall not depend upon participation in any Approved Local Co-Op by other KFC franchisees within the area designated for the Co-Op. In the event of a dispute between two or more Approved Local Co-Ops as to the extent of area coverage, KFC shall resolve the dispute and assign the Outlet to one or more such Approved Local Co-Ops in exercise of its reasonable business judgment.

Franchisee shall also join and faithfully participate in and make contributions to Approved Local Co-Ops as may be designated by KFC from time to time with respect to all other outlets which sell Kentucky Fried Chicken and which are owned or controlled by or franchised to all or any of the persons named herein as the Franchisee, or any person or persons who control, are controlled by or are under common control with any person or persons named herein as the Franchisee.

**NOTE THAT THIS REQUIREMENT TO JOIN APPROVED LOCAL CO-OPS EXTENDS TO OUTLETS OTHER THAN THE ONE COVERED BY THIS AGREEMENT.**

10.5 No action taken by the National Co-Op or any Local Co-Op shall diminish the Franchisee's obligations to KFC hereunder. The Franchisee's obligations to the National Co-Op or to any Approved Local Co-Op shall be for the benefit of, and may be enforced by, KFC, such Co-Op, or any participant in such Co-Op.

## **11. Records and Audits.**

11.1 All Gross Revenues shall be recorded on cash registers. The Franchisee shall, in a manner and form satisfactory to KFC, prepare on a current basis (and preserve for no less than three years) complete and accurate records concerning Gross Revenues and all financial, operating, marketing and other aspects of the Outlet and the business conducted under this Agreement, and maintain an accounting system which fully and accurately reflects all aspects of the Outlet and such business. Such records shall include but not be limited to books of account, tax returns, daily reports, statements of Gross Revenues (to be prepared each month for the preceding month), profit and loss statements (to be prepared at least annually), and balance sheets (to be prepared at least annually). Franchisee shall also submit to KFC current financial statements and such other reports as KFC may reasonably request to evaluate or compile research data on any aspects of the Outlet or its business.

11.2 From the date hereof until three years elapse following the end of the License Term, KFC or its authorized agent shall have the right to request, receive, inspect and audit, at all reasonable times, any or all of the records referred to above wherever they may be located or at any other mutually agreeable location. If any such inspection or audit discloses a deficiency in the payment of any royalty, advertising or other amount required to be paid under this Agreement, the Franchisee shall immediately pay the deficiency in royalty to KFC and the deficiency in advertising to the National Co-Op, provided the deficiency exceeds \$50. In addition, if the deficiency for any audit period equals or exceeds 2% of the correct amount of royalties due, the Franchisee shall also immediately pay to KFC the entire cost of such inspection or audit (including but not limited to travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel). For the purposes of the preceding sentence, an audit period shall be each fiscal year of the Franchisee and the current fiscal year of the Franchisee even if less than a year. If the audit discloses an overpayment of royalties, KFC will promptly pay the amount of such overpayment to Franchisee, provided that the amount exceeds \$50.

## **12. Purchase of Equipment, Supplies, Etc.**

12.1 The Franchisee shall have the right to purchase directly from any approved manufacturer or distributor the equipment, paper goods and other products required by KFC to be utilized in the establishment or operation of the Outlet.

12.2 KFC shall promptly (and in any event within 30 days) furnish to the Franchisee at his request the then current standards and specifications applicable to any equipment, supplies, trademarked paper goods or other products required by KFC to be utilized in the establishment or operation of the Outlet provided that KFC shall not be obligated to disclose any of its trade secrets. In addition, KFC shall promptly (and in any event within 30 days) furnish to the Franchisee at his request the names and addresses of all manufacturers and distributors currently approved by KFC from whom such equipment, supplies, trademarked paper goods and other products are available for sale to the Franchisee.

12.3 If the Franchisee desires to purchase the required products from a manufacturer or distributor not then approved by KFC, the Franchisee shall provide KFC with all information regarding such manufacturer or distributor reasonably requested by KFC, and, where appropriate, the manufacturer or distributor may be required to provide KFC with samples of the products that the Franchisee desires to purchase.

12.4 Any tests reasonably required by KFC to determine whether the products meet current KFC standards and specifications shall be performed by or under the direction or supervision of KFC but at the cost of the manufacturer or distributor. On the completion of any such tests and any other procedures reasonably required by KFC, and on completion of KFC's determination as to whether the manufacturer or distributor possesses adequate capacity and facilities to supply the Franchisee's needs in the quantities and at the times and with the reliability requisite to an efficient operation, KFC shall promptly notify the Franchisee and the manufacturer or distributor whether KFC approves the manufacturer or distributor as a source of supply of the products involved to the Franchisee; and, if not, KFC shall advise the Franchisee and the manufacturer or distributor of the basis for its decision. KFC shall not be required to approve sources of equipment, paper goods or other products which do not meet KFC's standards and specifications or which constitute or embody seasoning or other trade secrets of KFC. KFC shall not be arbitrary or capricious in establishing applicable standards and specifications.

12.5 KFC may from time to time review the quality of such equipment, supplies, paper goods and other products produced or supplied by approved manufacturers and distributors and their capacity and facilities, and shall have the right to monitor the production, use and ultimate disposition of items bearing KFC's trademarks. On the basis of such review and monitoring, KFC may remove such manufacturers or distributors from the list of approved sources. In such event, KFC shall promptly advise Franchisee of such action.

**13. Insurance.** At all times during the License Term, the Franchisee shall maintain in effect such insurance as may be required by the terms of any lease or mortgage covering the Outlet, and in any event shall maintain:

(a) Fire, extended coverage and vandalism and malicious mischief at 80% of actual cash value of building, contents and improvements.

(b) Employer's liability and workmen's compensation insurance as prescribed by applicable law, and

(c) Comprehensive general liability and automobile insurance on an occurrence basis naming KFC as an additional insured and underwritten by any reputable insurance carrier approved by KFC, covering the following risks in no less than the following amounts, subject to reasonable increase by KFC after five years based on inflation or future experience with claims asserted against food outlets:

<u>Type of Risk</u>	<u>Limit of Liability</u>
Bodily injury to or death of one or more persons	\$300,000 each accident or each person
Property damage or destruction	\$100,000 each accident
Public and product liability	\$300,000 each occurrence

Simultaneously herewith, annually hereafter and each time a change is made in such insurance or insurance carrier, the Franchisee shall furnish KFC with certifications by the insurance carrier evidencing the term and coverage of the insurance in force and the persons insured. Such certificates shall provide that the insurance coverage will not be canceled, altered, or permitted to lapse or expire



without 30 days' advance written notice to KFC. KFC, or its insurer, shall have the right to participate in discussions with the Franchisee's insurance company or any claimant (in conjunction with Franchisee's insurance company) regarding any product liability claim and the Franchisee agrees to adopt KFC's reasonable recommendations to his insurance carrier regarding the settlement of any such claims.

#### **14. Condemnation and Casualty.**

14.1 The Franchisee shall give KFC notice of any proposed taking through the exercise of the power of eminent domain, at the earliest possible time. If the Outlet or a substantial part thereof is to be taken, the Outlet may be relocated within the area specified in subsection 3.6 or elsewhere with KFC's written approval in accordance with KFC's relocation procedures. If such relocation is authorized by KFC and the Franchisee opens a new outlet at such other location in accordance with KFC's specifications within one year of the closing of the old outlet, the new outlet will thenceforth be deemed to be the Outlet licensed under this Agreement. If such a condemnation takes place and a new Outlet does not, for whatever reason, become the Outlet under this agreement in strict accordance with this paragraph, then the License shall terminate forthwith upon notice thereof by KFC to the Franchisee.

14.2 If the Outlet is damaged by fire or other casualty, the Franchisee will expeditiously repair the damage. If the damage or repair requires closing the Outlet, the Franchisee will immediately notify KFC, will repair or rebuild the Outlet in accordance with KFC's specifications, and will reopen the Outlet for continuous business operations as soon as practicable (but in any event within one year after closing of the outlet), giving KFC advance notice of the date of reopening. If the Outlet is not reopened in accordance with this paragraph, the License will forthwith terminate.

14.3 The License Term shall not be extended by any interruption in the Outlet's operations except by an act of God that results in the Outlet being closed not less than 60 days nor more than 365 days. Franchisee must apply for any such extension within sixty (60) days following the reopening of the Outlet. Except as provided in subsection 8.1, no event during the License Term shall excuse the Franchisee from paying royalties or minimum royalties as provided herein.

#### **15. Restrictions on Certain Activities.**

15.1 During the License Term, the Franchisee shall not (without the prior written consent of KFC) directly or indirectly, through corporation, or through partnerships, trusts, associations, joint ventures or other unincorporated businesses, perform any services for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on the profits or revenues of, any business similar to the Outlet, except for other outlets franchised from KFC or its affiliates. For one year following the License Term, the same restrictions shall apply but only with respect to businesses operated within ten miles of the Outlet. For purposes of this paragraph, a "similar business" is a business which sells or prepares fried chicken or other products similar to other Required Products or in which know-how acquired by KFC franchisees could be used to the disadvantage of KFC or its other franchisees. Nothing in this paragraph shall prevent the Franchisee and his family, collectively, from owning not more than a total of 10% of the stock of a company engaged in a similar business, the stock of which is publicly traded at the time of such ownership.

15.2 If any court or other tribunal having jurisdiction to determine the validity or enforceability of the preceding subsection determines that, strictly applied, it would be invalid or unenforceable, the definition of "similar business" and the time and geographical provisions of the preceding subsection shall be deemed modified to the extent necessary (but only to that extent) so that the restrictions in that subsection, as modified, will be valid and enforceable.

15.3 Franchisee covenants that as a KFC franchisee, he will have access to KFC's trade secrets and confidential practices and therefore, is in a unique position to use the special knowledge he will have gained while a franchisee. Franchisee acknowledges that a breach of the covenants contained in Section 15 will be deemed to threaten immediate and substantial irreparable injury to KFC giving KFC the right to obtain immediate injunctive relief without limiting any other rights or remedies of KFC.

## **16. Assignment.**

16.1 General. None of the Franchisee's rights under this Agreement, all of which are personal in nature, may be the subject of any pledge, lien, levy, attachment, or security interest or arrangement, or acquired through execution, foreclosure, or like action or event. Without KFC's prior written consent and compliance in all other respects with the terms in this Section, none of the Franchisee's rights or obligations under this Agreement are assignable or transferable. Any purported transaction, interest or action contrary to this Section will be a breach of this Agreement and will be void.

Upon and after each valid assignment of the License pursuant to this Section 16, the assignee or assignees shall be deemed to be the Franchisee hereunder and shall be bound by and liable for all existing and future obligations of the Franchisee. No stockholder in any corporation which becomes the Franchisee shall have any rights in or under this Agreement by reason of his stock ownership, and the name of such corporation shall not include any of the names, trademarks, or service marks of KFC, without KFC's prior written consent.

16.2 Approved Assignments and Transfers. This Agreement may not be assigned or transferred, whether by sale, by death of Franchisee, or otherwise, except:

- (a) to a corporation in which the Franchisee is the 'Control Person'; or
- (b) to an individual who is determined by KFC to meet the requirements of an individual assignee or transferee under subsection 16.3(b) below; or
- (c) to a corporation in which the 'Control Person' is determined by KFC to meet the requirements of a 'Control Person' under subsection 16.3(b) below.

Any change in the 'Control Person' thereof shall be deemed to be a transfer for purposes of this subsection 16.2.

If the initial Franchisee named on page 1 hereof is a corporation, an assignment of this Agreement shall be deemed to have been made to such corporation and a 'Control Person' shall be established for such corporation as hereinabove provided.

As used in this Agreement, the term 'Control Person' means the individual who has the authority to, and does in fact, actively direct the business affairs of a corporation with respect to the Outlet. Such authority may arise by reason of the ability to vote a majority of the voting stock of the corporation, by contract, or as otherwise may be determined by KFC.

### 16.3 Conditions to Assignments and Transfers.

(a) No assignment or transfer of this Agreement shall be approved by KFC unless and until all accrued obligations of Franchisee to KFC under this Agreement shall have been satisfied in full. KFC may conduct an investigation and audit under Section 11 (Records and Audits) in order to determine the extent of accrued obligations.

(b) A proposed 'Control Person' or a proposed individual assignee or transferee must demonstrate to KFC's satisfaction that he meets in all respects KFC's high standards applicable to new franchisees regarding experience in the food business, personal and financial reputation and stability, willingness and ability to devote adequate time and best efforts to the operation of the Outlet, and such other criteria and conditions as KFC may reasonably apply in evaluating new franchisees (as modified, when applicable, for family members). KFC must be provided such information about the proposed individual as it may reasonably require.

(c) A proposed assignee or transferee must agree in writing satisfactory to KFC to assume all of the obligations of Franchisee under the Agreement and demonstrate to KFC's satisfaction that he meets in all respects KFC's standards applicable to new franchisees regarding financial resources. In addition, the proposed assignee or transferee (or its 'Control Person', if the proposed assignee or transferee is a corporation) must meet the requirements of a 'Control Person' Specified in Clause (b) above.

16.4 Anything herein to the contrary notwithstanding, no assignment of the franchise or of a majority of the capital stock of a corporate franchisee shall be made for value to any person other than the Franchisee's relatives by blood or marriage unless and until (a) the parties to the proposed transaction have entered a binding agreement with respect thereto, subject only to the rights of KFC hereunder, (b) KFC has been furnished a copy of the said binding agreement, and (c) KFC has been offered in writing a 30 day period in which to acquire the said franchise or capital stock upon the same or equivalent terms and conditions specified in the said agreement. The Franchisee will advise each prospective transferee of this provision and the other terms of this Agreement.

16.5 Upon any transfer or assignment of this Agreement, (other than a transfer deemed to occur upon a change in the Control Person), Franchisee shall pay to KFC the sum of \$2,000 as an assignment expense charge; provided, however, that if several assignments are made simultaneously, to the same party, the aggregate assignment expense charge will be reduced by KFC to a reasonable amount. The assignment expense charge shall be \$1,000 when a transfer to an existing Kentucky Fried Chicken franchisee occurs. The assignment expense charge shall be adjusted to reflect any 10% increase in the Consumer Price Index using June 1976 as the base period (170.10).

## **17. Termination of License.**

17.1 Termination by Notice from Franchisee. If the Franchisee desires to permanently close the Outlet and cease doing business, he may terminate the License by giving 30 days advance notice to KFC, provided the Outlet is permanently closed simultaneously with such termination of the License.

17.2 Termination by KFC without Notice. Unless KFC promptly after discovery of the relevant facts notifies the Franchisee to the contrary in writing, the License will immediately terminate without notice (or in the event notice is required by law, immediately upon the giving of such notice or at the earliest time thereafter permitted by applicable law) in the event that:

(a) the Franchisee is adjudicated bankrupt, or files any petition or pleading under Chapter XI of the Federal Bankruptcy Law or any other state or federal bankruptcy or insolvency laws, or an involuntary petition is filed with respect to the Franchisee under any such laws and is not dismissed within 30 days after it is filed, or a permanent or temporary receiver or trustee for the Outlet or all or substantially all of the Franchisee's property is appointed by any court, or any such appointment is acquiesced in, consented to, or not opposed through legal action, by the Franchisee, or the Franchisee makes a general assignment for the benefit of his creditors or makes a written statement to the effect that he is unable to pay his debts as they become due, or a levy of execution is made upon the Franchisee, or an attachment or lien remains on the Outlet for 30 days unless the attachment or lien is being duly contested in good faith by the Franchisee and KFC is so advised, or

(b) the Franchisee loses possession or the right of possession of all or a significant part of the Outlet through condemnation or casualty and the Outlet is not relocated or reopened as provided in Section 14 (Condemnation and Casualty), or

(c) the Franchisee contests in any court or proceeding the validity of, or KFC's ownership of, any of the trademarks, service marks or other rights licensed hereunder, or

(d) a breach of Section 16 (Assignment) occurs, or

(e) if the Franchisee is a corporation any action is taken which purports to merge, consolidate, dissolve or liquidate the Franchisee without KFC's prior written consent, or

(f) successive breaches or defaults of the same type and character occur for which notice is provided by KFC to the Franchisee pursuant to Section 17.3(b).

### **17.3 Termination With Notice from KFC.**

(a) The License will terminate on notice in certain circumstances as provided in Section 14 (Condemnation and Casualty). The License will terminate on the termination date specified in any notice by KFC to the Franchisee (without any further notice of termination unless required by law), provided that (i) the notice is hand-delivered or mailed at least 30 days (or such longer period as may be required by law) in advance of the termination date, (ii) the notice reasonably identifies one or more breaches or defaults in the Franchisee's obligations or performance hereunder, (iii) the notice specifies the manner in which the breach(es) or default(s) may be remedied, and (iv) the breach(es) or default(s) are not fully remedied before, and as of, the termination date.

(b) If, within twelve months of receiving a notice of the type described in Section 17.3(a) (a “Default Notice”), Franchisee (i) receives a Default Notice for a subsequent breach or default of the same type and character as the one described in the first Default Notice and (ii) after receiving a second Default Notice, breaches or defaults in the performance of one or more obligations of the same type and character as the breach or default described in the first and second Default Notices, Franchisee shall not have an opportunity to remedy or cure such third breach or default and section 17.2(f) shall apply.

(c) The period given to remedy breaches or defaults may, if permitted by law, be 10 days instead of 30 days if the Franchisee receives four or more Default Notices during an 18-month period.

17.4 Required Closure of Outlet. If (a) Franchisee fails to maintain or operate the Outlet in accordance with the requirements of the Confidential Operating Manual and all other operating standards and specifications established from time to time by KFC as to service, product quality and food safety, cleanliness, health and sanitation (collectively “Health or Safety Violation”) and (b) Franchisee’s default under the previous clause (a) is deemed by KFC, in its reasonable discretion, to be of a nature so serious as to threaten (i) the immediate safety or health of customers or employees of Franchisee or the general public or (ii) the reputation of the KFC brand, then Franchisee will, after notice from KFC to Franchisee, immediately cease operation of the Outlet until such time as the serious Health or Safety Violation is rectified to KFC’s reasonable satisfaction. Failure to close the Outlet under these circumstances shall be an act of default; if such act of default occurs, Franchisee shall have no opportunity to cure, and KFC shall have the right to terminate the License, effective immediately upon notice to Franchisee but with no opportunity to cure.

**18. National Franchisee Advisory Council.** KFC will encourage the continuance of the Kentucky Fried Chicken National Franchisee Advisory Council (now incorporated within the National Co-Op) and will urge such Council to maintain in operation procedures whereby Franchisee may, as an absolute right, submit to Council members any matter to which, in any Council member's reasonable judgment, KFC should have, but has not, responded through normal channels. KFC will respond with reasonable promptness to any such matter which the Council member forwards to KFC, stating its position on all such matters, and on any recommendations made by a Council member thereon, together with a full and complete written explanation of the reasons for KFC's position. KFC shall assist the Council in establishing procedures for submission to KFC of matters of general interest to franchisees for discussion with, and investigation and consideration by, KFC.

**19. Right to Apply for New Franchised Outlets.** Before permitting the establishment of any new franchised outlet (defined below) at a location closer to the Outlet than to any other franchised outlet (except pursuant to commitments made before the Effective Date of this Agreement), KFC shall be obligated to give Franchisee 30 days prior written notice of such proposed action. During such 30-day period, Franchisee may apply to KFC for a franchise to operate an outlet at such proposed new location and KFC shall negotiate in good faith with Franchisee regarding said application, taking into consideration all relevant factors, including, without limitation: (a) the established past and present operational performance and financial capacities of Franchisee, (b) whether he is currently in compliance with financial and other obligations to KFC and under this and other franchise agreements, and (c) efforts of Franchisee that have contributed to the development of consumer demand for

Kentucky Fried Chicken locally and elsewhere. As used herein "new franchised outlet" means an outlet not previously in existence, whether franchised or owned by KFC or its affiliates, and which will not be owned by KFC or its affiliates.

## **20. Miscellaneous.**

20.1 No Agency, Etc. The Franchisee shall neither have nor exercise any authority, express, implied, or apparent, to act on behalf of or as an agent of KFC or any of its affiliates or subsidiaries for any purpose, and shall take no action which might tend to create an apparent employer-employee or agency relationship between KFC and the Franchisee. No fiduciary relationship exists between KFC and the Franchisee. The Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Outlet and its business and for all claims and demands based on damages or destruction of property or based on an injury, illness or death of any person or persons, directly or indirectly arising from or in connection with the operation of the Outlet. KFC shall neither have nor exercise the right to control the day-to-day managerial operations of the Outlet or to manage the business of the Outlet or to hire, fire, or discipline persons employed by the Franchisee or at the Outlet.

20.2 No Conflict with Other Agreements. The Franchisee represents that he is not a party to or subject to agreements which might conflict with the terms of this Agreement and agrees not to enter into any such agreement during the License Term.

20.3 Cost of Enforcement. If KFC institutes and prevails entirely in any action at law or in equity against the Franchisee based entirely or in part on the terms of this Agreement, KFC shall be entitled to recover, in addition to any judgment entered in its favor, reasonable attorney's fees, court costs and all of KFC's expenses in connection with the litigation. If the Franchisee prevails entirely in the claim instituted by KFC, he will be entitled to such fees, costs and expenses. If neither side prevails entirely, each will bear his own costs.

20.4 Non-Waiver. No failure, forbearance, neglect or delay of any kind or extent on the part of KFC in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish KFC's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief of specific performance, or otherwise. No custom, usage, concession or practice with regard to this Agreement, the Franchisee or KFC's other franchisees shall preclude at any time the strict enforcement of this Agreement (upon due notice) in accordance with its literal terms. No waiver by KFC of performance of any provision of this Agreement shall constitute or be implied as a waiver of KFC's right to enforce such provisions at any future time.

The following provision applies if Franchisee or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

20.5 Scope of Agreement, Changes, Consents, Etc. This Agreement constitutes the entire understanding and agreement of the parties concerning the Outlet and supersedes all prior and contemporaneous understandings and agreements of the parties, whether oral or written, pertaining to the Outlet, except for any express obligations of the Franchisee under the franchise option agreement for the Outlet and except for any written "master" agreement that may be in force between KFC and the Franchisee. No interpretation, change, termination or waiver of any provision hereof, and no consent or approval hereunder, shall be binding upon the other party or effective unless in writing and signed by Franchisee and KFC's President, Vice President in charge of franchising or franchise services or General Counsel, except that a waiver need be signed only by the party waiving. Nothing in this Section 20.5 is intended to disclaim or require Franchisee to waive reliance on any representation that KFC made in the Franchise Disclosure Document that KFC provided to the Franchisee.

20.6 Severability. All provisions of this Agreement shall be severable and no such provision shall be affected by the invalidity of any other such provisions to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Agreement shall be interpreted and enforced as if all provisions thereby rendered invalid were not contained herein.

20.7 Trademark Infringement. Franchisee shall immediately inform KFC of any suspected or known infringement of or challenge to KFC's trademarks and systems by others and assist and cooperate with KFC in taking such action at KFC's own expense as KFC in its sole discretion deems appropriate.

20.8 Governing Law. This Agreement has been made and accepted in Kentucky, and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky and any applicable state franchise laws.

20.9 Notices. All notices and other communications provided for herein must be in writing and shall be sufficiently given if delivered in person or mailed by certified or other receipted mail, if to the Franchisee, at his address shown on page 1 or, if to KFC at Post Office Box 32070, Louisville, Kentucky, 40232, Attention: Chief Legal Officer. Either party, by such notice, may change the address to which notices shall be sent. Notices delivered in person shall be deemed given when delivered and mailed notices shall be deemed given when mailed. If a corporation or more than one individual is the Franchisee, then the Franchisee will authorize one natural person as correspondent with authority to bind Franchisee.

20.10 Certain References. References to weeks and months mean calendar weeks and calendar months. References to persons mean legal entities as well as natural persons. Whenever the pronoun "he" or "his" is used herein, it is understood that such usage is the common gender and refers to masculine, feminine and neuter genders and also singular and plural.

**21. Certain Representations by the Franchisee.** The Franchisee represents that:

(a) the Franchisee received a copy of the form of this Agreement at least 15 working days before signing it and has had ample opportunity to consult with his attorney with respect thereto, and

(b) no representation has-been made by KFC as to the anticipated profitability of the Outlet, and

(c) before signing this Agreement, the Franchisee either had experience working in a KFC outlet or investigated KFC and outlets franchised by KFC and had ample opportunity to contact existing KFC franchisees.

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

KFC US, LLC

BY \_\_\_\_\_  
Vice President

«CorpName\_ifAppl»:

BY \_\_\_\_\_  
«Fran\_Owner\_ifAppl»



**EXHIBIT C**  
**DEVELOPMENT AGREEMENT**

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the Effective Date, by and between **KFC US, LLC**, a Delaware limited liability company, with its principal business address at 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“**Developer**”).

1. **DEFINITIONS.** The terms below have the specified meaning for purposes of this Agreement, unless expressly provided otherwise:

A. “**Closures**” means KFC single-brand and multi-brand Outlets that are permanently closed during an applicable Development Year.

B. “**Confidential Information**” means certain confidential and proprietary information relating to developing, opening and operating Outlets, including without limitation KFC’s confidential operating manual, trade secrets, training materials, restaurant plans and designs, and KFC know-how.

C. “**Damages**” has the meaning given to it in Section 9.

D. “**Development Fee**” means the amount equal to the total amount of the initial franchise fees due for the Net New Outlet Requirement identified on Exhibit A for each Development Year.

E. “**Development Schedule**” means the schedule contained on Exhibit A hereto.

F. “**Development Year**” means the time periods identified in the Development Schedule.

G. “**Effective Date**” means the date this Agreement is signed by KFC, as set forth underneath KFC’s signature.

H. “**Expiration Date**” means the conclusion of the final Development Year, as identified on Exhibit A hereto.

I. “**Franchise Agreement**” means the written franchise agreement under which KFC grants a franchise for an Outlet.

J. “**Indemnified Parties**” has the meaning given to it in Section 10.B.

K. “**KFC Brand Approval**” means a completed Site Application Package has been submitted to KFC, including payment of all applicable fees due (i.e. the applicable Initial Fee for any additional Outlets not included in the Development Fee), KFC has issued its approval for the site, and any processes regarding the contractual rights of other KFC franchisees (i.e. Section 19 of the Franchise Agreement) and any KFC policies (i.e. Impact Study) are complete and KFC has issued final KFC Brand Approval.

L. “**Marks**” means certain KFC trademarks, trade names, service marks, logos and commercial symbols KFC periodically authorizes, including the “KFC®” and “Kentucky Fried Chicken®” marks.

M. “**Net New Outlet Requirement**” means the New Outlets indicated on the Development Schedule for a particular Development Year.

N. “**Net New Outlets**” means the number of New Outlets opened in the applicable Development Year minus the number of Closures during the same time period.

O. “**New Non-Traditional Outlets**” are New Outlets that are opened in captive or semi-captive locations and issued the KFC Non-Traditional License Agreement.

P. “**New Outlet**” means (i) the ground-up building of a new KFC Outlet; (ii) the re-opening of an Outlet that was permanently closed at a previously existing location, provided that the Outlet was not previously operated by Developer or its affiliates; or (iii) the conversion of an existing building into an Outlet. Any Outlet that is rebuilt on site, relocated or converted from a multi-brand KFC to a single-brand KFC Outlet is not a New Outlet.

Q. “**Other Related Documents**” means any applicable amendments to the Franchise Agreement, as well as any other related documents as may be required by KFC.

R. “**Outlet**” means a KFC-branded outlet.

S. “**System**” means KFC’s distinctive and proprietary business formats, methods, procedures, designs, layouts, standards, and specifications, all of which KFC may improve, further develop, or otherwise modify over time.

T. “**System-wide Incentive Program**” means system-wide incentives for New Outlets.

U. “**Waiver**” has the meaning given to it in Section 8.D.

## 2. **GRANT OF RIGHTS.**

### A. **PREAMBLES.**

(1) KFC grants franchises to operate Outlets, which operate using KFC’s System and Marks. Outlets offer a menu of products consisting primarily of chicken entrée items like chicken-on-the-bone, chicken sandwiches, chicken strips and various other approved products, such as biscuits, potatoes, desserts and beverages. A franchise for each Outlet is granted solely pursuant to a Franchise Agreement.

(2) KFC also grants rights to certain persons or entities it believes meet its criteria for multi-unit operators to develop and operate Outlets in accordance with the Development Schedule. Developer has requested that KFC grant it the right to develop and open Outlets and KFC is willing to do so in reliance on all the information, representations, warranties and acknowledgements Developer and its owners have

provided to KFC in support of Developer's request, and subject to the terms and conditions set forth in this Agreement.

**B. GRANT OF NON-EXCLUSIVE RIGHTS.**

KFC hereby grants Developer the non-exclusive right to acquire franchises from KFC to open and operate the number of New Outlets necessary to meet the Net New Outlet Requirement for each Development Year as described in the Development Schedule for a term beginning on the Effective Date and, unless terminated as provided herein, continuing to the Expiration Date, subject to the terms and conditions of this Agreement.

Developer acknowledges and agrees the rights granted hereunder are not exclusive and afford Developer no territorial protection or exclusivity to develop New Outlets. Nothing in this Agreement restricts KFC and its affiliates from engaging in any business activity whatsoever, including, without limitation, KFC and its affiliates' right to establish and operate, and allow others to establish and operate, other Outlets and other businesses using the Marks or the System, at any location, and on any terms and conditions KFC approves, subject to any rights expressly granted under any franchise agreement.

**3. DEVELOPER'S DEVELOPMENT OBLIGATIONS.**

**A. DEVELOPMENT SCHEDULE.**

During the term of this Agreement, Developer and its affiliates must achieve the Net New Outlet Requirement in each Development Year by opening such number of New Outlets necessary to meet the Net New Outlet Requirement for the applicable Development Year as described in the Development Schedule, including opening one New Outlet for each Closure during the applicable Development Year.

**B. SITE SELECTION/FRANCHISE AGREEMENTS**

Developer must submit a Site Application Package and receive KFC Brand Approval before it develops a New Outlet at a particular site. Each Site Application Package must include such information and documents that KFC then requires from its prospective franchisees to approve the sites for the Outlets, including, without limitation: (i) Owner Representation Form, (ii) Organizational Documents, (iii) Financial Representation Form, and (iv) Financial Package. During the Term of this Agreement, Developer shall continue to meet KFC's requirements, including financial and operational requirements, applicable to KFC Franchisees who are developing Outlets.

Once KFC provides KFC Brand Approval for a site, Developer must sign a Franchise Agreement and any Other Related Documents to govern Developer's ownership of the Outlet. Developer shall notify KFC once construction of the Outlet is complete, and if Developer is in substantial compliance with its obligations under the applicable Franchise Agreement and Other Related Documents, KFC shall return one fully executed electronic copy of the Franchise Agreement and Other Related Documents (as applicable) to Developer.

C. **DEVELOPMENT AND CONSTRUCTION.**

Developer shall construct all Outlets in accordance with KFC's then-current image, standards and specifications, including, without limitation, those relating to approved sites, plot plans, building types, ingress and egress requirements, and equipment, and in compliance with all applicable laws, ordinances, restrictive covenants, regulations and other restrictions. Developer shall have the sole responsibility for communicating with KFC to ensure the timely receipt by Developer of KFC's standards, image, plans and approvals, in order to allow the full and timely completion by Developer of the above-referenced requirement(s). It shall be Developer's sole responsibility to comply with all local laws regarding the securing of any architect stamps, permits, licenses, or other necessary governmental approvals and bear the sole responsibility and associated cost of such. In addition, Developer must open each New Outlet in accordance with the Development Schedule. KFC may require additional information prior to approving a site, including, without limitation, both site and plot plans. Developer may not commence construction of a proposed site until Developer receives written approval from KFC approving the proposed site and the proposed drawings.

D. **POST-CONSTRUCTION REPORTING**

Within twenty (20) business days of opening each Outlet, Developer will provide KFC with photos of the completed construction at the Outlet. Photos must provide multiple views of the interior and exterior of the completed Outlet, and be consistent with the angles and format shown in the KFC Digital Photo Guide attached as Exhibit B.

Within sixty (60) days of the date each Outlet opens for business, Developer shall complete and submit to KFC the form attached hereto as Exhibit C, which provides details regarding the costs to build the Outlet.

4. **DEVELOPMENT FEE**

In consideration of the rights granted herein, Developer shall pay KFC the Development Fee. The Development Fee is fully earned once paid to KFC and is not refundable under any circumstances. The Development Fee for the first Development Year is due and payable upon the execution of this Agreement, and the Development Fee for each remaining Development Year is due and payable on September 30 of the year preceding the applicable Development Year. The Development Fee will be paid in lieu of the initial franchise fee due under the Franchise Agreements signed to meet the Net New Outlet Requirement for all Development Years. In addition to the Development Fee, Developer acknowledges and agrees that it must pay KFC's then-current initial franchise fee at the time Developer submits a Site Application Package for any additional New Outlet to be developed in a Development Year that is not accounted for in calculating the Development Fee.

5. **INCENTIVES**

If KFC is then offering a System-Wide Incentive Program, and Developer otherwise satisfies all the eligibility requirements for such System-Wide Incentive Program, then if Developer is in compliance with this Agreement Developer will remain eligible for the System-

Wide Incentive Program, provided that Developer signs any document KFC reasonably requires to be eligible for such System-Wide Incentive Program.

6. **CONFIDENTIAL INFORMATION.**

KFC and its affiliates possess certain Confidential Information and may provide Developer with access to the Confidential Information. Developer will treat the Confidential Information as confidential, and will not disclose any such information to anyone except employees of the Developer as necessary for the proper development and operation of an Outlet and except other persons authorized by KFC to receive such information.

Developer will take reasonable precautions to cause its employees to keep such Confidential Information confidential by entering into appropriate agreements, in such form as approved by KFC, with those employees who have access to such information. The Confidential Information and other information furnished by KFC in connection with the business of KFC or the Outlet is the property of KFC and, if in tangible form, will be returned to KFC upon termination of this Agreement. Developer shall not copy, duplicate, record or otherwise reproduce all or any part of the Confidential Information concerning KFC or its trademarks or processes, and shall take all reasonable precautions to prevent his employees from doing so.

If Developer breaches any of the provisions of this Section 6, KFC will be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity. The obligations under this Section 6 shall survive any expiration or termination of the Agreement.

7. **TRANSFER**

None of Developer's rights under this Agreement, all of which are personal in nature, may be subject of any pledge, lien, levy, attachment, or security interest or arrangement, or acquired through execution, foreclosure, or like action or event. Additionally, none of Developer's rights or obligations under this Agreement are assignable or transferable. Any purported transaction, interest or action contrary to this Section will be a material breach of this Agreement and will be void. Developer acknowledges and agrees that it has not signed this Agreement in reliance on the participation or involvement of any particular owner, director, officer, employee, or development agent manager and that KFC may change its ownership or form or assign this Agreement and any other agreement to a third party without restriction.

8. **TERMINATION OF AGREEMENT.**

A. **TERMINATION WITHOUT CURE.**

Notwithstanding anything otherwise contained in this Agreement, KFC will have the right to terminate this Agreement, or at KFC's option suspend Developer's right to develop and open any Outlets, at any time and without notice to Developer, upon the happening of any one or more of the following events:

- (1) if Developer (or any of its affiliates) (i) makes or purports to make a general assignment for the benefit of creditors; (ii) institutes any proceeding for protection under

a bankruptcy statute; (iii) takes or threatens to take any action to liquidate assets, or (iv) does not pay any debts or other amounts incurred by Developer in operating the business hereunder when such debts or amounts are due and payable;

(2) if Developer fails to comply with the Development Schedule;

(3) if Developer or any of its owners has made any material misrepresentation or omission in its or their application and the documents and other information provided to KFC to support Developer's or their application to acquire the rights granted in this Agreement;

(4) if Developer or its owners transfer or attempt to transfer their rights to this Agreement without first receiving KFC's approval;

(5) if Developer (or its affiliates) transfers or attempts to transfer any Franchise Agreement or agreement ancillary thereto without first receiving KFC's approval;

(6) if Developer or its owners are (i) convicted of or plead guilty or "no-contest" to a felony, (ii) convicted of or plead guilty or "no contest" to any crime or other offense likely to adversely affect the reputation of Outlets or the goodwill of the Marks, or (iii) engage in any conduct which, in KFC's opinion, adversely affects or, if Developer were to continue as a Developer under this Agreement, is likely to adversely affect the reputation of the business Developer conducts pursuant to this Agreement, the reputation and goodwill of Outlets generally or the goodwill associated with the Marks; or

(7) if any Franchise Agreement between Developer (or its affiliates) and KFC is terminated by KFC for cause.

**B. TERMINATION UPON FAILURE TO CURE.**

KFC will have the right to terminate this Agreement at any time, or at KFC's option suspend Developer's right to develop and open Outlets, upon the happening of any one or more of the following events and such default continues for a period of ten (10) days after written notice thereof has been given by KFC to Developer:

(1) if Developer (or its affiliates) defaults on any amount payable under this Agreement or any Franchise Agreement with KFC or any amount otherwise payable to KFC or its affiliates when and as same becomes due and payable; or

(2) if Developer (or its affiliates) otherwise fails to comply with any other provision under this Agreement or any Franchise Agreement.

**C. EFFECTS OF TERMINATION.**

On the expiration or termination of this Agreement for any reason whatsoever, the following provisions apply:

(1) all of Developer's rights under this Agreement will cease;

(2) Developer must return all Confidential Information in its possession or control (except that Developer may retain and continue to use any Confidential Information that it is permitted to use under any Franchise Agreements);

(3) Developer must pay all amounts owing to KFC pursuant to this Agreement up to the date of termination; and

(4) Developer must de-image any Outlets then in development under this Agreement in accordance with KFC's then-current policy unless otherwise instructed by KFC. Notwithstanding the foregoing, if KFC terminates this Agreement under Section 8.A(2) hereof, or if KFC otherwise determines acceptable in KFC's sole discretion, KFC will allow Developer to complete development and open Outlets for which Developer has already made material progress in their development at the time of termination of this Agreement, provided that the development of such Outlets must be completed within 90 days of the effective date of termination of this Agreement. Additionally, Developer acknowledges and agrees that any Outlets opened under this Section following termination of this Agreement may be subject to Damages under Section 9 of this Agreement, if applicable.

**D. SECTION 19 WAIVER.**

For any site that Developer fails to complete construction and open for business in accordance with the Development Schedule, then (i) KFC shall have the right to terminate the option to develop such site upon written notice from KFC without providing Developer an opportunity to cure (unless construction has been started in a material way), and (b) Developer agrees that such failure shall constitute a waiver and release for one (1) year following the end of the applicable Development Year of all of Developer's (or its affiliates') rights, if any, which Developer or any affiliate of Developer may have under Section 19 of any existing Franchise Agreement with KFC to apply for any Outlet within the area approved by KFC for development (the "**Waiver**"); provided, however, if KFC has already provided written approval for a specific site or intersection, then the Waiver will only apply to the area that is within a one and one-half mile radius of such approved site or intersection.

**E. DISCLAIMER OF CONSEQUENTIAL DAMAGES; ACKNOWLEDGMENTS.**

In no event shall KFC be liable to Developer for incidental, indirect, special, punitive or consequential damages (including without limitation lost profits or lost revenues), arising from or related to this Agreement or the Outlets developed under this Agreement. The acceptance by KFC of any site or plot plan in no way creates or implies any assurance or representation that a KFC Outlet can be successfully operated on the site in question or that any particular volume of sales or earnings can be expected from such location.

**F. SURVIVAL OF COVENANTS.**

Notwithstanding the expiration, termination or transfer of this Agreement for any reason whatsoever, all covenants and agreements to be performed or observed by Developer will survive any such termination, expiration or transfer.



9. **DAMAGES.**

If Developer fails to meet the Net New Outlet Requirement in any Development Year, the parties agree that it would be difficult if not impossible to determine the amount of damages that KFC would suffer due to the loss of the revenue stream KFC otherwise would have derived from royalties and other fees (the “**Damages**”). The parties agree that a reasonable estimate of those Damages is, and Developer agrees to pay KFC as compensation for the Damages, an amount equal to the average annual Gross Revenue of all New Outlets for KFC’s immediately preceding fiscal year, multiplied by 5%, multiplied by two years, and multiplied by the difference between the Net New Outlet Requirement for that Development Year and the number of New Outlets that Developer actually opened during that Development Year. Developer and KFC agree that the calculation described in this Section is a calculation only of the Damages and that nothing herein shall preclude or limit KFC from proving and recovering any other damages caused by Developer’s breach of this Agreement. For the purpose of calculating Damages, “**New Outlets**” refers to Outlets built as a new restaurant or as a torn down and reconstructed restaurant during the two fiscal years immediately preceding the fiscal year in which a default occurs, and that were open and operating the entirety of the fiscal year immediately preceding the fiscal year in which the default occurs.

10. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

A. **INDEPENDENT CONTRACTORS.**

Each party is an independent contractor, and neither is considered to be the agent, representative, master or servant of the other for any purpose. Neither party has any authority to enter into any contract, to assume any obligations or to give any warranties or representations on behalf of the other. Nothing in this Agreement may be construed to create a relationship of partners, joint venturers, fiduciaries, agency or any other similar relationship between KFC and Developer. KFC has no right or duty to direct Developer’s employees in the course of their employment for Developer. Developer is solely responsible for the terms and conditions of employment of its employees. KFC will not be obligated for any damages to any person or property directly or indirectly arising out of Developer’s operation of any of its Outlets or the business it conducts under this Agreement.

B. **INDEMNIFICATION.**

Developer agrees to indemnify, defend, and hold harmless KFC, its affiliates, its parents, and each of their respective owners, managers, directors, officers, employees, agents, successors, and assignees (the “**Indemnified Parties**”) against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the operation of the business Developer conducts under this Agreement, or Developer’s breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Indemnified Party’s intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, “**claims**” include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including,

without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at Developer's expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Developer under this subparagraph. Developer agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Developer under this Section 10.B.

11. **MISCELLANEOUS.**

A. **NO CONFLICT WITH OTHER AGREEMENTS.**

Developer represents that it is not a party to or subject to agreements which might conflict with the terms of this Agreement and agrees not to enter into any such agreement during the term of this Agreement.

B. **EFFECT OF THIS AGREEMENT ON FRANCHISE AGREEMENTS.**

In the event of a conflict between the terms contained in any Franchise Agreement governing the Outlets and this Agreement, the terms and conditions of this Agreement shall govern, control, and supersede any inconsistent or conflicting terms of those Franchise Agreements.

C. **COST OF ENFORCEMENT.**

If KFC prevails entirely in any action at law or in equity against Developer based entirely or in part on the terms of this Agreement, KFC shall be entitled to recover, in addition to any judgment entered in its favor, reasonable attorneys' fees, court costs and all of KFC's expenses in connection with the litigation. If Developer prevails entirely in any action at law or in equity against KFC based entirely or in part on the terms of this Agreement, Developer will be entitled to such reasonable fees, costs and expenses. If neither side prevails entirely, each will bear his own costs.

D. **NON-WAIVER.**

No failure, forbearance, neglect or delay of any kind or extent on the part of KFC in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish KFC's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief of specific performance, or otherwise. No custom, usage, concession or practice with regard to this Agreement, the Developer or KFC's other developers shall preclude at any time the strict enforcement of this Agreement (upon due notice) in accordance with its literal terms. No waiver by KFC of performance of any provision of this Agreement shall constitute or be implied as a waiver of KFC's right to enforce such provisions at any future time.

The following provision applies if Developer or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**E. SCOPE OF AGREEMENT, CHANGES, CONSENTS.**

This Agreement constitutes the entire understanding and agreement of the parties concerning the subject matter described herein and supersedes all prior and contemporaneous understandings and agreements of the parties, whether oral or written, pertaining to the rights granted hereunder. No interpretation, change, termination or waiver of any provision hereof, and no consent or approval hereunder, shall be binding upon the other party or effective unless in writing and signed by Developer and KFC, except that a waiver need be signed only by the waiving party. Nothing in this Section is intended to disclaim or require Developer to waive reliance on any representation that KFC made in the Franchise Disclosure Document that KFC provided to the Developer.

**F. SEVERABILITY.**

All provisions of this Agreement shall be severable and no such provision shall be affected by the invalidity of any other such provisions to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Agreement shall be interpreted and enforced as if all provisions thereby rendered invalid were not contained herein.

**G. GOVERNING LAW; FORUM.**

This Agreement has been accepted in the Commonwealth of Kentucky, and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky and any applicable state franchise laws. Any dispute regarding the terms of this Agreement shall be exclusively brought in the state and federal courts in Jefferson County, Kentucky.

**H. NOTICES.**

All notices and other communications provided for herein must be in writing and shall be sufficiently given if delivered in person, mailed by certified or other receipted mail to the addresses listed on the first page of this Agreement. Either party, by such notice, may change the address to which notices shall be sent. Notices delivered in person shall be deemed given when delivered and mailed notices shall be deemed given when mailed.

**I. FURTHER ASSURANCE.**

The parties agree to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed

and by-laws enacted, and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

J. **ACKNOWLEDGMENTS.**

Developer acknowledges and agrees that it has conducted an independent investigation of all aspects relating to the business being granted hereunder. Developer acknowledges that it has received, read and understands this Agreement, the attachments hereto and agreements relating hereto, and that KFC has accorded Developer ample time and opportunity to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement.

K. **BINDING AGREEMENT.**

This Agreement will inure to the benefit of and be binding upon KFC and its successors and assigns and will be binding upon Developer and its heirs, executors, administrators, successors and authorized assigns.

L. **EXECUTION.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement and all other documents related to this Agreement may be executed by manual or electronic signature. Either party may rely on the receipt of a document executed or delivered electronically, as if an original had been received.

*(Remainder of page intentionally blank)*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

**KFC US, LLC**,  
a Delaware limited liability company

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DATED\*:** \_\_\_\_\_  
(\*Effective Date of this Agreement)

**DEVELOPER**  
[\_\_\_\_\_]

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**DEVELOPMENT SCHEDULE**

**Development Schedule.** The Development Schedule is as follows:

<b>Development Year</b>	<b>Net New Outlet Requirement</b>

**EXHIBIT B**  
**KFC DIGITAL PHOTO GUIDE**

**EXHIBIT C**  
**BUILD COST FORM**



**EXHIBIT D**  
**DEPOSIT AGREEMENT**

## DEPOSIT FEE AGREEMENT

### Applicant Information (“Applicant”):

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Entity Name: \_\_\_\_\_

Legal Entity Address: \_\_\_\_\_

\_\_\_\_\_

### Proposed KFC Site Information (“Site”):

Address: \_\_\_\_\_

\_\_\_\_\_

Applicant acknowledges and agrees:

- (a) To submit twenty thousand dollars (\$20,000) (“Deposit Fee”) to KFC US, LLC (“KFC”) via K-Rise contemporaneous with the execution of this Deposit Fee Agreement;
- (b) Except as otherwise provided for in this Deposit Fee Agreement, the Deposit Fee will be applied exclusively toward the Initial Fee required to be paid under the KFC Franchise Agreement for the Site;
- (c) If Applicant is required to pay for an Impact Study requested pursuant to the KFC Impact Guidelines dated September 16, 2020 (attached here), KFC will deduct the Impact Study Fee from the Deposit Fee as payment.
- (d) If the Site is not approved, the Deposit Fee will be refunded to Applicant, less any applicable Impact Study Fees; provided, however, any refund will be subject to execution of a form of general release required by KFC;
- (e) Except as provided above, the Deposit Fee is not refundable under any circumstances; and
- (f) Site review and approval, including a review of the financial parameters related to the deal, has not been completed and approval is at KFC’s sole discretion.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### K-Rise Instructions

*When submitting this payment via K-Rise, if you have any questions related to viewing and paying your invoice, please contact KRISE administrator at (502) 874-1978 or [KFCPayments@yum.com](mailto:KFCPayments@yum.com). PAYMENT DETAILS: please remit via K-Rise online or P.O. Box 203805, Dallas, TX 75320-3805.*

KFC Impact Study Guidelines  
*Effective 9/16/2020 through 12/31/2025*

These guidelines are intended to describe the process and parameters that KFC will observe when a franchisee requests that KFC consider the potential impact on the sales of an existing KFC outlet that may result from the opening of a new KFC outlet.

Who may request an impact study?

- For proposed New Franchise Outlets<sup>1</sup>:
  - a franchisee who receives a notice under Section 19 of the franchise agreement (“Section 19 Recipient”)
  - Second closest existing franchise Outlet<sup>2</sup>, if different from the Section 19 Recipient (“Courtesy Recipient”), but only if the Courtesy Recipient’s Outlet is within 10 miles from the proposed New Franchise Outlet.
- For proposed Re-open Outlets:
  - Next closest franchise Outlet<sup>2</sup> (“Re-open Recipient”), but only if the Re-open Recipient’s Outlet is within 10 miles from the proposed Re-open Outlet.

How will the impact study be conducted?

- KFC, in consultation with NCAC, will select one or more third party firms to perform impact studies (“Approved Firms”). Recipient may request by ranking in order of preference the Approved Firms for an individual impact study and KFC will take Recipient’s rankings into account, however, KFC will also take into account scheduling issues and will attempt to distribute requests between Approved Firms with the ultimate goal of completing the impact study in a timely manner. The methodology and data used in the study will be determined solely by the Approved Firm. KFC and the assigned Approved Firm will not consider any methodologies or studies proposed by the Recipient.
- By requesting an impact study, the requesting franchisee acknowledges and agrees that: the methodology and data used in the study will be determined solely by the Approved Firm; KFC and the assigned Approved Firm will not consider alternative methodologies or studies ; and the study performed by the Approved Firm will be considered final.

Who pays for an impact study?

- If the Recipient<sup>3</sup> is within a radius of either 3 miles or within which 60,000 people reside, whichever is smallest, from the proposed New Franchise or Re-open Outlet:
  - Recipient deposits \$6,000 via K-Rise for the Impact Study with KFC
  - Recipient pays if the option to proceed with the proposed New Franchise or Re-open Outlet, as applicable, (“Option”) is approved.
  - Applicant<sup>4</sup> pays if the Option is denied. The Impact Study fee is deducted from the Applicant’s Deposit Fee. Up to two Impact Studies may be requested per Option.
- If the Recipient is outside a radius of either 3 miles or within which 60,000 people reside, whichever is smallest, and within 10 miles from the proposed New Franchise or Re-open Outlet:
  - Recipient deposits \$6,000 via K-Rise for the Impact Study with KFC and pays the fee for the Impact Study regardless of whether the Option is approved or denied.

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<sup>1</sup> Outside of franchisee’s franchise agreement territory protection. New Franchised Outlets exclude any site that was a KFC Outlet previously in existence, whether franchised or owned by KFC or its affiliates. New Franchised Outlets include any KFC Non-Traditional (formerly Express) unit.

<sup>2</sup> Applies to Traditional Units only (see definition below).

<sup>3</sup> Recipient means Section 19 Recipient, Courtesy Recipient, or Re-open Recipient, whichever is applicable.

<sup>4</sup> Applicant means the applicant for the proposed New Franchise Outlet or Re-open Outlet, as applicable.

### Timing

- An Impact Study must be requested and payment received via K-Rise within 14 days of receipt of notice.
- Impact Study results are typically provided within 4 weeks of receipt of request.

### Results

- Action based on results of Impact Study (on any single existing outlet's gross revenue, including multi-brand sales)<sup>5</sup>

Potential Impact New Traditional Unit <sup>6</sup>	Potential Impact New Non-Traditional Unit <sup>7</sup>	KFC Action
Less than 10%	Less than 5%	Option approved
10-15%	5-9%	Further review, final decision in KFC's sole discretion
More than 15% (or more than 5% if Recipient Outlet is less than 18 months old)	More than 9%	Option denied

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<sup>5</sup> KFC reserves the right to deny option, regardless of the matrix above, based on other situations and circumstances (for example, including but not limited to: impact on low volume restaurant, cumulative owner impact, cumulative same restaurant impact, cross owner impact, etc.)

<sup>6</sup> Traditional Unit means a unit in a free standing location, free standing location with a drive thru, an end cap unit with a drive thru or an in-line unit or endcap unit.

<sup>7</sup> Non-Traditional Unit means a unit in a captive or semi-captive location.

**EXHIBIT E**

**KENTUCKY FRIED CHICKEN OPTION AGREEMENT**

## **KFC FRANCHISE OPTION AGREEMENT**

THIS OPTION AGREEMENT is effective as of \_\_\_\_\_ (the “**Agreement Date**”), by and between KFC US, LLC, a Delaware limited liability company having its principal place of business in Louisville, Kentucky (“**KFC**”), and <<**Optionees\_Name**>>, a <<**Indiv\_Corp\_Partner**>> having its principal place of business in <<**CityState\_of\_Office**>> (“**Optionee**”).

WHEREAS, Optionee desires to receive from KFC, and KFC desires to grant to Optionee, an option to obtain a KFC franchise pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Franchise Fee.**

(a) Optionee shall pay KFC a franchise fee in the amount of \$45,000 (the “Franchise Fee”) which is due no later than five (5) business days from the Agreement Date. In consideration of the payment of the Franchise Fee, KFC hereby grants Optionee an Option (the “Option”) to obtain a KFC franchise for an outlet (the “**Outlet**”) in the following described area: <<**Site\_or\_City\_Street**>> (the “**Option Area**”), subject to Optionee’s performance of all of the conditions contained in this Agreement. **This Agreement shall not be effective until KFC receives full payment of the Franchise Fee from Optionee.**

(b) Should this Agreement terminate pursuant Section 7 herein, Optionee shall not be entitled to any refund of the Franchise Fee; provided, however, that in the event Optionee is unable to locate, construct and open the Outlet within the Option Area during the Option Period (as defined below) due to a bona fide zoning or building restriction beyond Optionee’s control, and this Agreement is terminated solely as a result thereof, Optionee shall be entitled to a refund of one-half of the Franchise Fee upon execution of a mutual release limited to all claims arising from or related to the proposed development of an Outlet within the Option Area in the form required by KFC.

2. **Site Plans.** Optionee will submit to KFC proposed site and plot plans (together, the “**Site Plans**”), which Optionee believes are suitable for the Outlet, and KFC will notify Optionee whether the Site Plans are acceptable to KFC. Until Optionee receives written approval from KFC of the Site Plans, Optionee may not commence construction of the Outlet. Optionee acknowledges that KFC is relying in substantial part on Optionee's independent knowledge of the Option Area in reviewing any site which Optionee submits.

3. **Build-Out and Opening of Outlet.** Optionee shall commence construction of the Outlet in a material way within twelve (12) months of the Agreement Date (the “**Construction Start Deadline**”) and shall complete construction and open the Outlet for business within the Option Area within eighteen (18) months following the Agreement Date (the “**Option Period**”).

Optionee shall construct the Outlet in accordance with the standards and specifications issued from time to time by KFC, including, without limitation, those relating to approved sites, plot plans, building types, ingress and egress requirements, and equipment, and in compliance with all applicable laws, ordinances, restrictive covenants, regulations and other restrictions.

4. **Extension of Option Period.** The Option has been granted in reliance on Optionee's representations and assurances that it will duly and timely perform the conditions and requirements set forth in this Agreement. Failure to construct and open the Outlet pursuant to the schedule outlined in Section 3 of this Agreement (including any extensions granted hereunder) is a material breach of this Agreement. The time for completing such obligations may be extended by such time as completion is delayed or prevented by a cause or causes beyond the reasonable control of Optionee and which Optionee could not reasonably have foreseen, provided that (i) Optionee makes a written request for an extension of time, setting forth the reason for delay and the amount of extension requested (not to exceed 90 days); and (ii) KFC approves such extension in writing, which approval shall not be unreasonably withheld. Upon the opening of the Outlet, Optionee shall have no further rights under this Agreement.

5. **Franchise Agreement and Other Related Documents.** Simultaneously with Optionee's execution of this Agreement, Optionee shall execute the then current Kentucky Fried Chicken Franchise Agreement and any applicable amendments thereto (the "**Franchise Agreement**"), as well as any other related documents as may be required by KFC (collectively, the "**Other Related Documents**"). The Franchise Agreement and Other Related Documents will be held by KFC until Optionee satisfies the conditions of this Agreement. Upon completing construction and preparations for the opening of the Outlet in accordance with KFC's standards and specifications, Optionee shall notify KFC, and in the event Optionee shall be in full compliance with its obligations hereunder, KFC shall return one fully executed electronic copy of the Franchise Agreement and Other Related Documents (as applicable) to Optionee.

6. **Confidential Information.** KFC and its affiliates possess certain confidential and proprietary information relating to developing, opening and operating Outlets, including without limitation the Confidential Operating Manual, trade secrets, training materials, restaurant plans and designs, and KFC know-how (collectively the "**Confidential Information**"), and may provide Optionee with access to the Confidential Information. Optionee will treat the Confidential Information as confidential, and will not disclose any such information to anyone except employees of the Optionee as necessary for the proper development and operation of the Outlet and except other persons authorized by KFC to receive such information.

Optionee will take reasonable precautions to cause its employees to keep such Confidential Information confidential by entering into appropriate agreements, in such form as approved by KFC, with those employees who have access to such information. The Confidential Information and other information furnished by KFC in connection with the business of KFC or the Outlet will be and remain the property of KFC and, if in tangible form, will be returned to KFC upon termination of this Agreement pursuant Section 7 below. Optionee shall not copy, duplicate, record or otherwise reproduce all or any part of the Confidential Information concerning KFC or its trademarks or processes, and shall take all reasonable precautions to prevent his employees from doing so.

7. **Termination.**

(a) **Termination without Cure.**

- i. **Failure to Commence Construction.** In the event Optionee fails to commence construction in a material way before the Construction Start Deadline (including any failure to commence construction in a material way prior to the expiration of any extensions granted hereunder), then, provided KFC sends written notice to Optionee of the Construction Start Deadline and consequence of expiration, this Option Agreement shall automatically expire and be of no further force and effect as of the later of: (a) the Construction Start Deadline (as the same may be extended pursuant to the express terms contained herein) or (b) the date that is 60 days following the date of such written notice from KFC.
- ii. **Failure to Complete Construction and Open for Business.** In the event Optionee fails to complete construction and open the Outlet for business within the Option Period (including any failure to complete construction or open for business before the expiration of any extensions granted hereunder), then, provided KFC sends written notice to Optionee of the end of the Option Period and consequence of expiration, this Option Agreement shall automatically expire and be of no further force and effect as of the later of: (a) the end of the Option Period (as the same may be extended pursuant to the express terms contained herein) or (b) the date that is 60 days following the date of such written notice from KFC.

(b) **Termination without Notice.** Additionally, if Optionee (or its affiliates<sup>1</sup>) is an existing franchisee of KFC, in the event any of Optionee's (or its affiliates) existing KFC franchise agreements is terminated in accordance with the terms of such KFC franchise agreement or any other agreement between Optionee (or its affiliates) and KFC (or its affiliates), then KFC may terminate this Agreement without notice to Optionee and Optionee will have no further rights hereunder, except that this Section 7(b) shall not apply if Optionee has commenced construction of the Outlet in a material way.

(c) **Termination with Notice.** Except as provided for in Paragraph 7(a), in the event Optionee fails to comply with any of its obligations as set forth herein, this Agreement shall automatically terminate on thirty (30) days written notice from KFC unless Optionee cures the default within thirty (30) days of delivery of written notice of the default.

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<sup>1</sup> Affiliate, as used in Sections 7 and 8, means any entity which directly or indirectly holds a license to operate a KFC franchise (a) where one or more owners of a majority interest of the equity in the entity also holds the majority interest in Optionee or (b) which has substantially the same ownership as Optionee or (c) that shares the same Control Person (as the term is defined in the Franchise Agreement) with Optionee.



- (d) **Effect of Termination or Expiration.** Upon termination of this Agreement (i) Optionee shall have no further rights in the Option, any KFC franchise relating to the Outlet, the Franchise Agreement or the Other Related Documents; and (ii) Optionee shall immediately comply with all of the post-termination obligations under the Franchise Agreement (as if the Franchise Agreement had been fully executed), including, without limitation, (a) discontinuance of the use of KFC's trademarks, service marks, trade names, trade secrets and know-how, (b) renovation and refurbishment of the exterior and interior appearance of the Outlet so that it is not confusingly similar to a KFC outlet, and (c) return of all Confidential Information to KFC.

8. **Section 19 Waiver Upon Termination.** In the event that Optionee (or its affiliate) is already a franchisee of KFC on the date of this Agreement, and Optionee fails to complete construction and open the Outlet for business within the Option Period, then Optionee agrees that such failure shall constitute a waiver and release for one (1) year of all of Optionee's rights, if any, which Optionee or any affiliate of Optionee may have under Section 19 of any existing Franchise Agreement with KFC to apply for a franchised outlet within the Option Area (and only the Option Area as described in Section 1) (the "**Waiver**"); provided, however, if KFC has already provided written approval for a specific site, then the Waiver will only apply to that portion of the Option Area that lies within a one and one-half mile radius of the circumference of the approved site.

9. **Photographs of Completed Outlet and Build Cost Form.** Within twenty (20) business days of opening the Outlet, Optionee must provide KFC with photographs of the completed Outlet. These photographs must provide multiple views of the interior and exterior of the completed Outlet and be consistent with the angles and format shown in the attached KFC Digital Photo Guide. Additionally, within sixty (60) days of opening the Outlet for business, Optionee shall complete and submit to KFC the attached build cost form which provides details regarding Optionee's costs to build the Outlet.

10. **Acknowledgment.** The acceptance by KFC of any site or plot plan in no way creates or implies any assurance or representation that a KFC outlet can be successfully operated on the site in question or that any particular volume of sales or earnings can be expected from such location.

11. **Independent Contractors.** Neither Optionee nor KFC is, or shall be considered as, the principal, agent, employer, employee, or partner of the other, and neither shall have the power to bind or obligate the other, except as may be otherwise expressly permitted under this Agreement. No fiduciary relationship exists between KFC and Optionee.

12. **Non-Waiver.** The failure by either party to enforce at any time one or more of the terms of this Agreement shall not be a waiver of any such terms or either party's right to thereafter enforce each term in strict accordance therewith. No custom, practice or course of dealing shall prevent either party from enforcing the specific terms of this Agreement.

13. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the substantive laws of Kentucky without giving effect to the

principles of conflict of laws thereof. Optionee consents and waives any objection to the jurisdiction and venue of any state or federal court of general jurisdiction in Jefferson County, Kentucky regarding any action relating to this Agreement (including, without limitation, the construction, interpretation and enforcement of this Agreement); and the parties agree that any action brought by either against the other relating to this Agreement must be brought and maintained in federal court in Jefferson County, Kentucky, unless subject matter jurisdiction is lacking, in which event such action shall be brought in state court in Jefferson County, Kentucky. If either party substantially prevails against the other in any action brought regarding this Agreement, such party shall be entitled, in addition to any judgment entered in its favor, to recover from the other its reasonable costs and expenses, including attorneys' fees.

14. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties concerning the Option, and all prior understandings, agreements and settlement agreements, written and oral, between the parties which in any way pertain to such subject matter are superseded hereby. Nothing in this or in any related agreement, however, is intended to disclaim the representations KFC made in any franchise disclosure document that KFC furnished to Optionee. This Agreement may not be modified or supplemented, and no approval required under this Agreement granted, except by a writing executed by Optionee and KFC.

15. **Assignment.** Optionee may not assign or transfer, in whole or part, this Agreement, nor any interest herein, without KFC's prior written-consent.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

EXECUTED as of the Agreement Date.

KFC US, LLC

By: \_\_\_\_\_  
Vice President

OPTIONEE  
<<CorpName\_ifAppl>>

By: \_\_\_\_\_  
<<Option\_Owners\_Name>>  
Title: \_\_\_\_\_

**EXHIBIT F**  
**ADVERTISING AGREEMENT**

## **ADVERTISING AGREEMENT**

**THIS ADVERTISING AGREEMENT** (“Agreement”) made and entered into as of \_\_\_\_\_, by and between **KFC NATIONAL COUNCIL AND ADVERTISING COOPERATIVE, INC.**, a Delaware corporation (“Cooperative”), and (“Franchisee”), a [entity type], whose business address is [business address].

### **RECITALS:**

**A.** Franchisee desires to enter into, or has entered into, a franchise agreement or agreements with **KFC US, LLC**, a Delaware limited liability company ("Franchisor"), for a Kentucky Fried Chicken outlet or outlets, and in consideration of obtaining such franchise, Franchisee is agreeable to entering into this Agreement.

**B.** Franchisee desires to avail itself of the benefits to accrue to it by reason of the advertising and marketing programs of the Cooperative, and is willing to bear its share of the cost of such programs as hereinafter set forth.

**C.** Each person included as a Franchisee in this Agreement desires to confirm the membership of the Franchisee in the Cooperative for all “Controlled Outlets” (as defined below) and the contribution obligations for such outlets, now existing or established in the future.

### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the recitals, and the mutual covenants herein contained and the benefits to accrue therefrom to Franchisee and to all franchisees of Franchisor, as a group, the parties herein agree as follows:

#### **1. DEFINITION OF FRANCHISEE AND MEMBERSHIP IN COOPERATIVE.**

(a) If one person or entity signs this Agreement, then such person or entity shall be considered the "Franchisee" for each Kentucky Fried Chicken outlet owned by such person or entity or in which such person or entity owns or controls, directly or indirectly, a 50% or greater interest. If more than one person is named or included as “Franchisee,” then the term “Franchisee” shall mean all such persons collectively for each Kentucky Fried Chicken outlet which they collectively own, or in which they collectively own or control, directly or indirectly, a 50% or greater interest, but shall also mean each such person individually for all Kentucky Fried Chicken outlets which such person individually owns, or in which he individually owns or controls, directly or indirectly, a 50% or greater interest.

(b) Franchisee hereby acknowledges and affirms its membership in the Cooperative for all Kentucky Fried Chicken outlets (now existing or hereafter established) which are, directly or indirectly, owned by it, or in which it owns or controls, directly or indirectly, a 50% or greater interest, and Franchisee agrees to remain a member in good standing of Cooperative so long as it retains such ownership or interest.

(c) The Kentucky Fried Chicken outlets referred to in (a) and (b), above, are referred to herein as “Controlled Outlets.” A list of Controlled Outlets is attached hereto as Exhibit A and is hereby incorporated by reference.

(d) As a member of the Cooperative, the Franchisee and all persons referred to in (a) and (b), above, shall be bound by the Certificate of Incorporation and Bylaws of Cooperative, and the administrative rules and regulations of Cooperative imposed upon its members, as they may be determined or amended from time to time in accordance with the procedure set forth in Cooperative's Certificate of Incorporation or Bylaws, even though such Certificate, Bylaws, rules or regulations, or amendments thereto may increase or change the obligations of the Franchisee and such persons under this Agreement.

## **2. OBLIGATIONS TO MAKE CONTRIBUTIONS FOR CONTROLLED OUTLETS.**

(a) Franchisee shall make such monthly contributions to the Cooperative as are approved by the membership of the Cooperative from time to time, such payments to be made on or before the 20th day of each month for "sales" made during the preceding month. Such payments shall be based on the contribution rate that is in effect for the Cooperative in accordance with its By-Laws at the time the payment is due. Franchisee acknowledges that Franchisee is aware of the present rate of monthly contributions. It is understood that such rate is subject to increase or change from time to time in accordance with the provisions of Section 5. As used herein, the term "sales" shall be the same sales upon which Franchisee computes its royalty payments to Franchisor.

(b) Franchisee shall make payments to the Cooperative for each respective Controlled Outlet to purchase merchandising, point of purchase, menu boards and other similar materials through the KFC system uniform merchandising program (currently the "One System Program," and payable monthly) in the amount and at the frequency which is approved by the Cooperative's governing body from time-to-time. Payments are due on the 20<sup>th</sup> day of the month following the end of the respective payment period. It is understood that such amount and frequency is subject to change by the Cooperative's governing body from time-to-time in connection with the purchase of such items by Franchisee through such program.

(c) Any amounts not paid within 60 days of the date due shall be subject to finance charge of the lower of 10% per annum or the maximum amount permitted by law. Franchisee understands that such rate is subject to increase or change from time to time in accordance with the provisions of Section 5.

(d) Cooperative may audit the books and records of Franchisee at reasonable times. In the event any audit of such books and records made by Franchisor or by Cooperative (or by their agents) discloses an understatement of "sales" for any period in computing the amounts to be contributed to Cooperative under (a), above, then Franchisee shall within 10 days of the date the understatement is determined contribute to Cooperative an amount equal to the entire amount of any understatement multiplied by the percentage required by (a), above, plus interest at the rate specified in (b), above. If such an audit discloses an overpayment, then Franchisee shall be entitled to deduct the amount of such overpayment from the contributions next due Cooperative hereunder.

**3. EXPENDITURES BY COOPERATIVE.** Cooperative agrees that it will operate solely for the not-for-profit purposes of conducting or promoting advertising and marketing programs relating to Kentucky Fried Chicken and related products and that all amounts contributed to it by Franchisee will be expended solely for such purposes in connection with advertising, publicizing and promoting "Kentucky Fried Chicken" and related products approved for sale at Kentucky Fried Chicken outlets by Franchisor by the publication and distribution of advertising and marketing materials by means of radio, television, films, newspapers, magazines, billboards and other forms of advertising and marketing media; to secure and provide technical and professional advertising and marketing advice and counsel in connection therewith; and to do all other things necessary or desirable to carry out the foregoing purposes and the activities permitted under the Cooperative's Certificate of Incorporation and Bylaws. All contributions received by

Cooperative shall be received in trust and disbursed solely for the not-for-profit purposes set forth in its Certificate of Incorporation. No part of any contribution shall be returned to Franchisee, except to the extent permitted under the Cooperative's Certificate of Incorporation and Bylaws and by the Cooperative's governing body.

**4. TERM OF AGREEMENT.** The term of this Agreement shall commence upon the date hereof and shall continue in effect for such period as the franchise agreement for any Controlled Outlet shall remain effective and for all renewals and extensions thereof agreed to by Franchisor, provided, that the termination of any franchise shall not negate any obligations of Franchisee to Cooperative. Without limiting the foregoing, the term of this Agreement includes, without limitation, all periods for which any Controlled Outlet is operated. This Agreement shall be binding upon any successors or assigns of Franchisee and shall inure to the benefit of any successors or assigns of Cooperative, provided that no assignment by Franchisee shall release that person or any other person named as a Franchisee herein from any accrued obligations under this Agreement without Cooperative's prior written consent.

**5. CHANGE IN CONTRIBUTION RATE AND FINANCE CHARGE.** In the event the Cooperative, in accordance with its Bylaws, adopts a monthly contribution rate different or higher than the rate presently in effect, or adopts a finance charge different or higher than the charge presently in effect, or implements a uniform merchandising program fee different or higher than the amount presently in effect, Franchisee agrees to be bound by such adoption and to pay such amounts at the time provided for.

**6. FRANCHISE AGREEMENT.** The obligations of Franchisee hereunder and under the Cooperative's Certificate of Incorporation and Bylaws shall be in addition to Franchisee's obligations under its Franchise Agreement with Franchisor.

**7. USE OF ADVERTISING MATERIALS.** No advertising or promotional materials provided by Cooperative may be used in any form other than as provided and may not be altered or modified in any way, except with the prior written consent of Cooperative, and such material shall be used only during such usage period designated by Cooperative. Franchisee shall indemnify and hold Cooperative harmless from any and all loss, cost, liability or expense incurred by Cooperative by reason of Franchisee's breach of the provisions of this Section 7.

**8. WAIVER.** No failure, refusal, delay or neglect of the Cooperative to exercise any right hereunder or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement shall constitute a waiver by Cooperative of its right at any time to require full and complete compliance with any and all provisions hereof, and no waiver by Cooperative of any breach, failure or default in performance by Franchisee under this Agreement shall constitute a waiver by Cooperative of any subsequent breach, failure or default.

**9. APPLICABLE LAW.** This Agreement shall be governed and construed under and in accordance with the laws of the Commonwealth of Kentucky.

**10. GENDER AND NUMBER; HEADINGS.** Wherever a personal pronoun is used herein, it is understood that such usage shall in appropriate cases include both singular and plural, masculine, feminine and neuter and refer to corporations or other legal entities as well as individuals. The headings in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement, in construing or interpreting any provision hereof.

**11. COMPLETE AGREEMENT; NOTICES.** This is the complete agreement of the parties and supersedes all prior agreements regarding membership in the Cooperative, provided that it does not cancel

any accrued obligations under prior agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in any franchise disclosure document that Franchisor furnished to Franchisee. Notices shall be given by personal service or mailed to Franchisee at its business address shown on the first page of this Agreement and to Cooperative at 1941 Bishop Lane, Suite 1000, Louisville, Kentucky 40218. Either party may change its address for notices by giving notice in accordance with this provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**KFC NATIONAL COUNCIL AND  
ADVERTISING COOPERATIVE, INC.**

[Franchisee Entity Name]

By: \_\_\_\_\_

Karen Sherman  
Executive Director, Secretary

("Cooperative")

By: \_\_\_\_\_

[Control Person Name]  
[Control Person Title]

("Franchisee")

**Exhibit A**  
**Controlled Outlets**

<b><u>Outlet ID #</u></b>	<b><u>Outlet Address</u></b>
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**EXHIBIT F-1**

**AMENDMENT TO ADVERTISING AGREEMENT**  
**(FOR ADDITIONAL OUTLETS)**

## Amendment to Advertising Agreement

This Amendment to Advertising Agreement (“Amendment”) is made and entered into as of «Date» (the “Effective Date”) by and between **KFC National Council and Advertising Cooperative, Inc.**, a Delaware corporation (“Cooperative”) and «FZ Entity or Individual Name», «a/an State corporation, limited liability company, individual etc.» (“Franchisee”).

WHEREAS, Cooperative and Franchisee have entered into an Advertising Agreement dated «Date» (hereinafter the “Agreement”); and

WHEREAS, Franchisee has entered into additional Franchise Agreement(s) with **KFC US, LLC** for the Kentucky Fried Chicken outlet(s) identified below (the “Outlet(s)”; and

WHEREAS, simultaneously with the execution of the Franchise Agreement(s), Cooperative and Franchisee wish to amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties mutually agree to amend the Agreement as follows:

1. As of the Effective Date, the following Outlet(s) are hereby added to the Agreement as additional Controlled Outlet(s):

<u>Outlet ID #</u>	<u>Outlet Address</u>
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2. This Amendment shall constitute an amendment and restatement of the existing Agreement between Franchisee and Cooperative.
3. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Agreement, this Amendment shall control.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

**IN WITNESS WHEREOF**, the parties have executed below through their authorized representatives.

**KFC NATIONAL COUNCIL AND  
ADVERTISING COOPERATIVE, INC.**

«**FRANCHISEE\_ENTITY\_NAME**»

By: \_\_\_\_\_  
Karen Sherman  
Executive Director, Secretary

By: \_\_\_\_\_  
«FZ Printed Name»  
«FZ Title»

(“Cooperative”)

(“Franchisee”)

**EXHIBIT G**  
**5/15 ADDENDUM**  
**(TO 2008 FRANCHISE AGREEMENT)**

**[AMENDED 5/15 FRANCHISE AGREEMENT – Per 2016 AMENDMENT TO 2008 AGREEMENT]**

«Control\_Person\_Name»  
«Corp\_Name»  
«Mail\_Addr»  
«City\_State\_Zip»

Re: Amendment to Kentucky Fried Chicken Franchise Agreement  
KFC Outlet Address»

Dear «First\_Name»:

Reference is made to the Kentucky Fried Chicken Franchise Agreement (the “Franchise Agreement”) dated \_\_\_\_\_, between «Corp\_Name» (“Franchisee”), and KFC US, LLC (“KFC”). Franchisee hereby agrees to the amendment of the Franchise Agreement (“Amendment”) as set forth below. Terms not otherwise defined herein shall have the meanings assigned to them in the Franchise Agreement.

1. Section 3.3 of the Franchise Agreement shall be amended as follows:

The License Term shall expire on the 20th anniversary of the opening date subject to earlier termination pursuant to this Agreement.

2. Section 4 of the Franchise Agreement shall be amended as follows:

At the expiration of the License Term, Franchisee may extend this Agreement for one ten (10) year term, provided however, that if the renewal right would extend the ten year renewal term beyond December 31, 2050, such renewal term will be on KFC’s then existing form of Franchise Agreement and provided that at the expiration of the License Term:

- (a) Franchisee shall not have failed to remedy any breach specified by KFC in any notice then outstanding under subsection 17.3;
- (b) Franchisee shall agree to make such capital expenditures as may be reasonably required to renovate and modernize the Outlet and its signs and equipment so as to reflect the image of Kentucky Fried Chicken outlets;
- (c) If renovation and modernization of the Outlet is not possible or feasible, Franchisee shall relocate the Outlet within the area described in subsection 3.6 or such other areas as may be approved by KFC in writing in accordance with KFC’s relocation procedures;
- (d) All monetary obligations owed to KFC and its subsidiaries and affiliates must be current at the time of renewal;

- (e) Franchisee shall not have engaged in chronic repeated breaches of this Franchise Agreement of a substantial nature within the preceding twenty-four (24) months prior to renewal; and
- (f) Franchisee shall pay the then current renewal fee being charged by KFC instead of an initial franchisee fee.

3. Section 6 shall be amended as follows:

6.2 Recognizing the value of uniform national standards to Franchisee, KFC and the franchised system, Franchisee shall from time to time abide by any reasonable requirement of KFC with regard to the remodeling and upgrading of the Outlet to comply with standards then applicable to new franchises and stores owned by KFC and its affiliates, provided, however, that such requirements shall not impose an undue economic burden. Notwithstanding any other provision of this Section 6, Franchisee will complete, within six months of the tenth anniversary of the date of this Agreement, a major remodel and upgrading of the interior and exterior of the Outlet to comply with KFC's then current image applicable to new franchises and stores owned by KFC and its affiliates. Franchisee will also complete, within six months of years five and fifteen of the License Term, a freshening of the retail appearance of the Outlet in a commercially reasonable manner as determined by KFC, which may include, without limitation and by example, where applicable, changing out worn or broken chairs, tables or tiles; painting; changing wallpaper; freshening landscaping; addressing cosmetic needs at the counter or the restrooms; and other freshening activity of this type.

- 4. Franchisee and KFC agree that Section 8.1 of the Franchise Agreement shall be amended to reflect that the Franchisee shall pay royalties to KFC for the License at the rate of 5% of Gross Revenues instead of 4%. All other provisions of Section 8.1 remain the same.
- 5. Franchisee acknowledges and agrees that it is solely responsible for all decisions relating to employees, agents, and independent contractors that it may hire to assist in the operation of the Outlet. Any employee, agent or independent contractor that Franchisee hires is Franchisee's employee, agent or independent contractor, and not KFC's employee, agent or independent contractor. Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Outlet in compliance with federal, state, and local employment laws.
- 6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

Except as expressly provided in this Amendment, all provisions of the Franchise Agreement remain in full force and effect.

Please acknowledge your understanding and agreement concerning the above by signing in the space provided below and returning a copy of this Amendment to KFC.

KFC US, LLC

By: \_\_\_\_\_  
« Name», «Title»

AGREED TO:

«Corp\_Name»

By: \_\_\_\_\_  
«Frn\_Owners\_Name», «Owners\_Title»

**EXHIBIT H**

**LEGACY NEW DEVELOPMENT ADDENDUM**



**NEW DEVELOPMENT ADDENDUM TO  
KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

**THIS NEW DEVELOPMENT ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT** (this “**Addendum**”) is made as of \_\_\_\_\_ (the “**Agreement Date**”) by and between KFC US, LLC, a Delaware limited liability company (“**KFC**”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“**Franchisee**”).

**RECITALS**

A. Simultaneously with the execution of this Addendum, KFC and Franchisee have executed KFC’s current form of option agreement and KFC’s current form of franchise agreement (the “**Franchise Agreement**”) pursuant to which Franchisee will develop and operate a Kentucky Fried Chicken outlet located at \_\_\_\_\_ (the “**Outlet**”).

B. KFC and Franchisee have agreed to certain modifications of the Franchise Agreement.

**AGREEMENT**

In consideration of the above recitals and the provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **New Agreement Upon Expiration.** Section 4(d) of the Franchise Agreement shall be deleted in its entirety and replaced with:

Franchisee shall execute a new license agreement on the same form as this Franchise Agreement, provided that no renewal term on this form of agreement will extend beyond December 31, 2050, and, thereafter, on the form then being used by KFC, but without any increase in royalty fee or advertising contributions or any change in renewal or assignment provisions or in the protected territory provision contained in Subsection 3.6.

2. **Franchisee’s Remodeling Obligations.** The following language shall be added as new Section 6.5 of the Franchise Agreement:

Franchisee will complete, within six months of the tenth anniversary of the Franchise Agreement Effective Date, a reduced scope remodel and upgrade of the interior and exterior of the Outlet, the parameters and requirements of which shall be established by KFC such that Franchisee will not be obligated to spend more than \$175,000 (adjusted annually to reflect inflation based on the Building Cost Inflation index published by Engineering News Record, or if such index is discontinued, a replacement nationally recognized, industry inflation index reasonably acceptable to KFC and KFC National Council and Advertising Cooperative, Inc. (“NCAC”), using January 2015 as the base period) to complete such remodel and upgrade.

3. **Employment Relationship.** Franchisee acknowledges and agrees that it is solely responsible for all decisions relating to employees, agents, and independent contractors that it may hire to assist in the operation of the Outlet. Any employee, agent or independent contractor that Franchisee hires is Franchisee's employee, agent or independent contractor, and not KFC's employee, agent or independent contractor. Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Outlet in compliance with federal, state, and local employment laws.

4. **Miscellaneous.**

(a) **Recitals.** The recitals above are true and correct and are incorporated herein by reference and made a part of this Addendum.

(b) **Defined Terms.** All defined terms used but not defined in this Addendum shall have the meanings given to them in the Franchise Agreement.

(c) **Amendment.** Neither this Addendum nor any of the terms hereof may be amended, waived, discharged or terminated unless such amendment, waiver, discharge or termination is in writing signed by the parties hereto.

(d) **Successors and Assigns.** This Addendum and the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(e) **Scope of Addendum.** Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement and any amendments thereto remain in full force and effect.

(f) **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed by their proper and duly authorized officers as of the Agreement Date.

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

[REDACTED]

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I**

**KFC STANDARDS LIBRARY TABLE OF CONTENTS**

Category	# of Pages
Equipment	767
Facilities and Locations	16
Food	705
Restaurant Ops	229
Technology and Training	56
Laws, Regulation, and People	3
<b>TOTAL</b>	1776

**EXHIBIT J**  
**FINANCIAL STATEMENTS**

**KFC US, LLC**

Financial Statements

December 30, 2024 and December 25, 2023

(With Independent Auditors' Report Thereon)

**KFC US, LLC**  
Financial Statements  
December 30, 2024 and December 25, 2023

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Statements of Income	4
Statements of Member's Equity	5
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Notes to Financial Statements	7





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

## **Independent Auditors' Report**

Management and Those Charged with Governance  
KFC US, LLC:

### *Opinion*

We have audited the financial statements of KFC US, LLC (the Company), which comprise the balance sheets as of December 30, 2024 and December 25, 2023, and the related statements of income, member's equity, and cash flows for each of the years in the three-year period ended, December 30, 2024, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2024 and December 25, 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 30, 2024, in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

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

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

### *Auditors' Responsibilities for the Audit of the Financial Statements*

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



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

KPMG LLP

Louisville, Kentucky  
March 21, 2025

**KFC US, LLC**

## Balance Sheets

December 30, 2024 and December 25, 2023

(In thousands)

<b>Assets</b>	<b>2024</b>	<b>2023</b>
Current assets:		
Accounts receivable, net of expected credit losses of \$2,237 in 2024 and \$442 in 2023	\$ 28,486	\$ 26,262
Current portion of franchise incentives	7,645	9,989
Total current assets	36,131	36,251
Non-current portion of franchise incentives	10,016	17,454
Non-current note receivable due from affiliate	30,057	—
Total assets	<u>\$ 76,204</u>	<u>\$ 53,705</u>
<b>Liabilities and Member's Equity</b>		
Current liabilities:		
Accrued franchise incentives	\$ 1,412	\$ 3,095
Current portion of deferred revenue	3,389	3,225
Total current liabilities	4,801	6,320
Non-current portion of deferred revenue	18,857	20,701
Other non-current liabilities	3,363	4,112
Total liabilities	27,021	31,133
Member's equity:		
Member's equity	49,183	22,572
Total member's equity	49,183	22,572
Total liabilities and member's equity	<u>\$ 76,204</u>	<u>\$ 53,705</u>

See accompanying notes to financial statements.

---

**KFC US, LLC**

## Statements of Income

Fiscal years ended December 30, 2024, December 25, 2023 and December 26, 2022

(In thousands)

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Revenues:			
Franchise and license fees	\$ 189,040	\$ 199,422	\$ 195,907
Franchise contributions for other services	<u>39,662</u>	<u>32,924</u>	<u>28,428</u>
Total revenues	<u>228,702</u>	<u>232,346</u>	<u>224,335</u>
Costs and expenses:			
Provision (recovery) for expected credit losses	1,825	(40)	60
Franchise and license expenses	17	12	21
Other (income) expense	<u>—</u>	<u>(850)</u>	<u>—</u>
Total costs and expenses	<u>1,842</u>	<u>(878)</u>	<u>81</u>
Operating profit	226,860	233,224	224,254
Interest income	<u>1,074</u>	<u>—</u>	<u>—</u>
Net income	<u>\$ 227,934</u>	<u>\$ 233,224</u>	<u>\$ 224,254</u>

See accompanying notes to financial statements.

**KFC US, LLC**

Statements of Member's Equity

Fiscal years ended December 30, 2024, December 25, 2023 and December 26, 2022

(In thousands)

Balance at December 27, 2021	\$ 37,053
Net income	224,254
Due from Yum! Brands, Inc.	(259,912)
Due to member	<u>25,450</u>
Balance at December 26, 2022	\$ <u>26,845</u>
Net income	233,224
Due from Yum! Brands, Inc.	(268,236)
Due to member	<u>30,739</u>
Balance at December 25, 2023	\$ <u>22,572</u>
Net income	227,934
Due from Yum! Brands, Inc.	(235,705)
Due to member	<u>34,382</u>
Balance at December 30, 2024	\$ <u>49,183</u>

See accompanying notes to financial statements.

**KFC US, LLC**

**Statements of Cash Flows**

Fiscal years ended December 30, 2024, December 25, 2023 and December 26, 2022

(In thousands)

	<b>2024</b>	<b>2023</b>	<b>2022</b>
Cash flows from operating activities:			
Net income	\$ 227,934	\$ 233,224	\$ 224,254
Adjustments to reconcile net income to net cash provided by operating activities:			
Incentive and deferred fees amortization	7,300	7,081	7,676
Changes in operating assets and liabilities:			
Increase in accounts receivable	(2,224)	(5,510)	(543)
Increase in note receivable due from affiliate	(57)	—	—
Increase in franchise incentives	(1,312)	—	—
Increase (decrease) in accrued franchise incentives	(1,683)	1,130	(57)
Increase in deferred revenue	1,365	2,466	3,132
Decrease in other liabilities	—	(895)	—
Cash provided by operating activities	<u>231,323</u>	<u>237,497</u>	<u>234,462</u>
Cash flows from financing activities:			
Distribution to Yum! Brands, Inc.	(201,323)	(237,497)	(234,462)
Payments of notes receivable due from affiliate	(60,000)	—	—
Proceeds of note receivable due from affiliate	30,000	—	—
Cash used in financing activities	<u>(231,323)</u>	<u>(237,497)</u>	<u>(234,462)</u>
Net increase (decrease) in cash	—	—	—
Cash - Beginning of Year	<u>—</u>	<u>—</u>	<u>—</u>
Cash - End of Year	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>
Cash earned for interest	\$ 1,074	\$ —	\$ —

See accompanying notes to financial statements.

## **KFC US, LLC**

### **Notes to Financial Statements**

December 30, 2024 and December 25, 2023

(all tabular amounts in thousands)

#### **(1) Description of the Business**

KFC US, LLC (the Company) is a single-member, Delaware limited liability company formed on March 31, 2016 and is a wholly owned subsidiary of KFC Corporation, which is a wholly owned subsidiary of KFC Holdings, Inc. and Yum! Brands, Inc. ("Yum"). The Company's primary objective is to serve as the franchisor under current and future U.S. franchise agreements relating to the KFC brand. On May 23, 2016, the Company entered into a management agreement under which KFC Corporation will carry out certain of the Company's duties and obligations under the franchise and license agreements governing U.S. KFC restaurants as directed by the Company.

On August 1, 2016, the Company and KFC Corporation entered into an Assignment and Assumption Agreement (the Assignment Agreement) under which KFC Corporation assigned all of its existing U.S. franchise agreements to the Company. The Company had no rights to any existing franchise agreements prior to this assignment. As such, there were no franchise and license fee revenues earned or related expenses incurred prior to August 1, 2016, by the Company.

The activities of the Company include:

- acting as the franchisor under existing U.S. franchise agreements;
- entering into new franchise agreements and other related agreements with U.S. franchisees; and
- maintaining one or more capital accounts and any funds on deposit therein.

The Company is required to maintain a minimum of \$15 million in net worth in order to qualify for the large franchisor exemption under certain state and U.S. franchise registration laws. As of December 30, 2024, the Company had \$49.2 million of net worth reflected as Member's equity.

The terms "franchise" or "franchisee" within these financial statements are meant to describe third parties that operate units under either franchise or license agreements and KFC US, LLC affiliated restaurants operating under master franchise and license agreements.

#### **(2) Summary of Significant Accounting Policies**

##### **(a) Basis of Presentation**

The accompanying financial statements have been prepared in accordance with Generally Accepted Accounting Principles in the United States of America ("GAAP") and include the accounts of the Company, which has no subsidiaries.

**KFC US, LLC**

Notes to Financial Statements

December 30, 2024 and December 25, 2023

(all tabular amounts in thousands)

**(b) Use of Estimates**

Our preparation of the accompanying financial statements in conformity with GAAP requires us to make estimates and assumptions that affect reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

**(c) Fiscal Year**

The Company was formed on March 31, 2016 and operates using a fifty-two week fiscal calendar that ends on the Monday preceding Yum's fiscal year end. Yum's fiscal year begins on January 1 and ends December 31 of each year. As a result, there is a fifty-third week added to the Company's fiscal calendar every five to six years.

Fiscal year 2024 included 53 weeks which added \$2.9 million to Total revenues and Net income in our 2024 Statement of Income.

The next fiscal year scheduled to include a 53<sup>rd</sup> week is 2030.

**(d) Reclassifications**

We have reclassified certain items in the financial statements for prior periods to be comparable with the classification for the fiscal year ended December 30, 2024. These reclassifications had no effect on previously reported Net Income.



## **KFC US, LLC**

### **Notes to Financial Statements**

December 30, 2024 and December 25, 2023

(all tabular amounts in thousands)

#### **(e) *Accounts Receivable***

The Company's receivables are primarily generated from ongoing business relationships with our franchisees as a result of franchise agreements. Trade receivables consisting of royalties from franchisees are generally due monthly by the 20<sup>th</sup> day of the next month and are classified as Accounts receivable, net of expected credit losses on our Balance Sheets. Expected credit losses for uncollectible franchisee receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions we consider include pre-defined aging criteria as well as specified events that indicate we may not collect the balance due. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available data regarding default probability. While we use the best information available in making our determination, the ultimate recovery of recorded receivables is dependent upon future economic events and other conditions that may be beyond our control. We recorded \$1.8 million and \$60 thousand in net provisions within Costs and expenses in 2024 and 2022, respectively, and recorded \$40 thousand in net recoveries in 2023. Trade receivables that are ultimately deemed to be uncollectible, and for which collection efforts have been exhausted, are written off against expected credit losses. We recorded \$30 thousand of net write offs in 2024 and \$0 of net write offs in 2023.

#### **(f) *Fair Value of Financial Instruments***

The carrying amount of accounts receivables approximate fair value because of the short-term nature of these instruments.

#### **(g) *Franchise and License Operations***

Subsequent to entering into the cross-license and management agreements with KFC Corporation, the Company executes franchise and license agreements for units operated by third parties that set out the terms of arrangement with the franchisee. The franchise and license agreements typically require the franchisee to pay an initial, nonrefundable fee and continuing fees based upon a percentage of sales. Subject to our approval and their payment of a renewal fee, a franchisee may generally renew the franchise agreement upon its expiration.

Certain direct costs of our franchise and license operations are charged to Franchise and license expenses. Franchise and license expenses also include other miscellaneous costs.

#### **(h) *Revenue Recognition***

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

## **KFC US, LLC**

### **Notes to Financial Statements**

December 30, 2024 and December 25, 2023

(all tabular amounts in thousands)

#### *Franchise and License Fees*

Our most significant source of revenues arises from the operation of our stores by our franchisees. Franchise rights may be granted through a store-level franchise agreement that sets out the terms of our arrangement with the franchisee. Our franchise agreements require that the franchisee remit continuing fees to us as a percentage of the applicable restaurant's sales in exchange for the license of the intellectual property associated with our Concepts' brands (the "franchise right"). Our franchise agreements also typically require certain, less significant, upfront franchise fees such as initial fees paid upon opening of a store, fees paid to renew the term of the franchise right and fees paid in the event the franchise agreement is transferred to another franchisee.

Continuing fees represent the substantial majority of the consideration we receive under our franchise agreements. Continuing fees are typically billed and paid monthly and are usually 4%-5% for store-level franchise agreements.

Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective or when an existing agreement is transferred to another franchisee. We have determined that the services we provide in exchange for upfront franchise fees, which primarily relate to pre-opening support, are highly interrelated with the franchise right and are not individually distinct from the ongoing services we provide to our franchisees. As a result, upfront franchise fees are recognized as revenue over the term of each respective franchise agreement. Revenues for these upfront franchise fees are recognized on a straight-line basis, which is consistent with the franchisee's right to use and benefit from the intellectual property. Based on the application of the sales-based royalty exception within ASC Topic 606, continuing fees are recognized as the related restaurant sales occur. Revenues from continuing fees and upfront franchise fees are presented within Franchise and license fees in our Statements of Income.

Additionally, from time-to-time we provide non-refundable consideration to franchisees in the form of cash or other incentives (e.g. cash payments to incent new unit openings, free or subsidized equipment, etc.). The Company's intent in providing such consideration is to drive new unit development or same-store sales growth that will result in higher future revenues for the Company. Such payments are capitalized and presented within Current portion of franchise incentives or Non-current portion of franchise incentives. These assets are being amortized as a reduction in Franchise and license fees over the period of expected cash flows from the franchise agreements to which the payment relates.

#### *Franchise Contributions for Other Services*

On a much more limited basis, we provide goods or services to certain franchisees. The vast majority of these revenues relate to charges for information technology. In instances where we rely on third parties to provide goods or services to franchisees at our direction, we have determined we act as a principal in these transactions. The extent to which we provide such goods or services varies by

## KFC US, LLC

### Notes to Financial Statements

December 30, 2024 and December 25, 2023

(all tabular amounts in thousands)

franchisee. These revenues are recognized as the goods or services are transferred to the franchisee and are distinct from the franchise right when they do not require integration with other goods or services we provide.

#### **(i) Franchise Incentives**

Franchise incentives paid to franchisees are recorded as assets and amortized over the life of the expected future cash flows of the related franchise agreements. Such amounts are reflected in the balance sheets, with the current portion representing amounts to be amortized within the next 12 months from the balance sheet date. Total additions to franchise incentives were \$1.3 million, \$0 million and \$0 million in 2024, 2023, and 2022, respectively.

#### **(j) Other Non-Current Liabilities**

Other non-current liabilities are comprised primarily of deferred revenue related to upfront fees received from franchisees, which are recognized as revenue over the term of the related franchise agreements. Total additions to deferred revenue were \$1.9 million, \$2.7 million, and \$3.6 million in 2024, 2023, and 2022, respectively. Also included in Other non-current liabilities are Prepaid franchise fees not yet amortizing, which includes initial fee deposits for new or existing franchisees seeking a new unit. Such amounts are reflected in the balance sheet as follows, with the current portion representing amounts to be amortized within the next 12 months from the balance sheet date:

	<u>2024</u>	<u>2023</u>
Total deferred revenue	\$ 22,246	\$ 23,926
Less: current portion of deferred revenue	<u>(3,389)</u>	<u>(3,225)</u>
Non-current portion of deferred revenue	18,857	20,701
Prepaid franchise fees not yet amortizing	3,318	4,067
Other	<u>45</u>	<u>45</u>
Other non-current liabilities	\$ <u>22,220</u>	\$ <u>24,813</u>

#### **(k) Income Taxes**

The Company was formed as a single member LLC that is disregarded for income tax purposes and is not subject to U.S. federal and state income taxes. The income of the Company is taxed and attributable to income tax filings at KFC Corporation, and Yum! Brands, Inc. entities. Therefore, the accompanying statements of income do not include a provision for U.S. income taxes nor have current or deferred U.S. income tax assets or liabilities been recorded in the accompanying balance sheet.

## **KFC US, LLC**

### **Notes to Financial Statements**

December 30, 2024 and December 25, 2023

(all tabular amounts in thousands)

#### **(I) New Restaurant Incentive Programs**

The Company began offering a new restaurant incentive program in December 2016 for all qualified new franchise restaurants opened by December 1, 2018 and the program, though not contractually required to be, has historically been extended annually. These restaurants receive a royalty rebate which is equal to or less than the royalty rate. The rebate is initially 4% declining to zero by the end of the 30-month incentive period. Beginning December 28, 2021 for all qualified new restaurants opened by December 27, 2023, the incentive period is reduced and the rebate is initially 4% declining to zero by the end of the 24-month incentive period. The incentive rebate is accrued based on sales as royalties are earned and is recorded as a reduction of Franchise and license fees. The initial fees of \$45 thousand per restaurant are being amortized over the 20-year life of the franchise agreement.

The aforementioned incentive program was succeeded by the KFC Bridge Incentive Program for any qualified stores opened July 1, 2023 through December 28, 2026. For qualified stores opened July 1, 2023 through December 27, 2023, only one incentive program could be elected. Each new qualified store will receive a royalty rebate between 3.5% and 4% declining to zero by the end of the three or four year period, depending on the franchisee's growth over the stated development period. Additionally, the \$45 thousand initial fee will be refunded for certain qualified new stores.

#### **(3) Related Party Transactions**

All start-up costs of the Company have been expensed and paid by Yum! Brands, Inc. The officers of the Company are employees of Yum! Brands, Inc. or its subsidiaries and compensation for these officers is expensed and paid by Yum! Brands, Inc. or its subsidiaries. All ongoing general and administrative costs of the Company are paid by KFC Corporation and are not reflected in the accompanying financial statements.

The Due to member of \$34.4 million and \$30.7 million in 2024 and 2023, respectively, included in Member's equity represents amounts collected by the Company on behalf of KFC Corporation. Such amounts include franchise and license fees earned by KFC Corporation prior to the effective date of the Assignment Agreement and other amounts received from franchisees and other third parties on behalf of KFC Corporation, such as rent, advertising dues and sales tax.

The Due from Yum! Brands, Inc. of \$235.7 million and \$268.2 million in 2024 and 2023, respectively, included in Member's equity represents cash collected that was subsequently transferred from the Company to Yum! Brands, Inc. These amounts include \$34.4 million and \$30.7 million collected in 2024 and 2023, respectively, on behalf of KFC Corporation as discussed above.

On April 24, 2024, the Company established a \$30 million note receivable with Yum Restaurant Services Group, LLC, which is a wholly owned subsidiary of Yum. The loan was repaid on December 13, 2024 and renewed at the same principal amount with a three-year maturity. The interest rate is 4.3% per annum and is cash settled at the end of the note's term.

## **KFC US, LLC**

### **Notes to Financial Statements**

December 30, 2024 and December 25, 2023

(all tabular amounts in thousands)

As discussed in Note 1, on May 23, 2016, KFC Corporation and the Company entered into a management agreement that defined the relationship and responsibilities of each entity. Neither the expenses incurred by KFC Corporation to fulfill its responsibilities under the Management Agreement, nor any management fees to compensate KFC Corporation for those services provided, are allocated to the Company, because no fee is required by the Management Agreement and there is no reasonable basis for such allocation. Therefore, franchise and license expenses in the accompanying statements of income include only those expenses incurred directly by the Company. Yum! Brands, Inc. consolidates KFC Corporation and the Company. Yum! Brands, Inc. is a public company and files periodic reports with the U.S. Securities and Exchange Commission (SEC) as required by the rules of the SEC. Consolidated financial information of Yum! Brands, Inc. as of December 31, 2024 and for the year then ended is available in Yum! Brands, Inc.'s Annual Report on Form 10-K, as filed with the SEC.

#### **(4) Member's Equity**

The Company is authorized to issue a single class of limited liability interest. As the Company's sole member, KFC Corporation made contributions to the Company of \$1 on March 31, 2016, and \$15 million on April 26, 2016. Because the Company has satisfied the \$15 million net worth requirement, \$10 million was returned to KFC Corporation in the first quarter of 2018 and \$5.1 million was returned in the second quarter of 2021. In total, the aforementioned returns settled the initial contribution.

The Due from Yum! Brands, Inc. and Due to member discussed in Note 3 are presented in Member's equity as these amounts will be net settled with a noncash distribution of the Company's excess earnings.

#### **(5) Subsequent Events**

The Company has evaluated subsequent events occurring through March 21, 2025, the issuance date of the accompanying financial statements and related notes thereto and determined no other items require disclosure.

**EXHIBIT K**

**LIST OF CURRENT FRANCHISEES**

Outlet ID	Legal Entity	Address	City	State	Postal	Phone	Multi Brand
J118024	Graja, Inc.	1021 W Northern Lights Blvd	Anchorage	AK	99503	907/274-7174	
J118023	Graja, Inc.	1751 Abbot Road	Anchorage	AK	99507	907/344-6801	
J118022	Graja, Inc.	3922 San Jeronimo Street	Anchorage	AK	99508	907/333-7733	
J118025	Graja, Inc.	3428 Airport Way	Fairbanks	AK	99709	907/452-5604	*
C219011	Wit-Rey, Inc.	1761 Palmer Wasilla Highway	Wasilla	AK	99654	907/376-8089	*
J310013	Jack Marshall Foods, Inc.	7285 U.S. Highway 431	Albertville	AL	35950	256/878-6869	
D241001	PMTD Restaurants, LLC	955 Airport Drive	Alexander City	AL	35010	256/329-1611	
E121012	F & F Food Service, Inc.	2000 Quintard Avenue	Anniston	AL	36201	256/235-2234	
L518073	Tasty Chick'n Southeast, LLC	710 Brindlee Mountain Parkway	Arab	AL	35016	256/586-0334	
C690005	Article Four Trust UW Roy W. Burchel	205 U.S. Highway 72, W.	Athens	AL	35611	256/232-8033	
J310053	Jack Marshall Foods, Inc.	1225 South Main Street	Atmore	AL	36502	251/368-2884	
J466008	Champion Restaurants - Fiesta, LLC	500 Cherry Street	Attalla	AL	35954	256/538-7378	
D241007	PMTD Restaurants, LLC	1580 Opelika Road	Auburn	AL	36830	334/821-7507	
G135443	FQSR, LLC (dba KBP Foods)	1818 Ninth Avenue, North	Bessemer	AL	35020	205/428-0360	
G135448	FQSR, LLC (dba KBP Foods)	1653 Center Point Road	Birmingham	AL	35215	205/854-2920	
G135456	FQSR, LLC (dba KBP Foods)	1674 Gadsden Highway	Birmingham	AL	35235	205/661-3381	
G135449	FQSR, LLC (dba KBP Foods)	1800 20th Street Ensley	Birmingham	AL	35218	205/787-3696	
G135444	FQSR, LLC (dba KBP Foods)	1928 Bessemer Road	Birmingham	AL	35208	205/787-5233	
G135445	FQSR, LLC (dba KBP Foods)	7909 Crestwood Boulevard	Birmingham	AL	35210	205/956-7177	
G135442	FQSR, LLC (dba KBP Foods)	828 Green Springs Highway	Birmingham	AL	35209	205/942-7651	
L518072	Tasty Chick'n Southeast, LLC	Highway 431	Boaz	AL	35957	256/593-3331	
J466009	Champion Restaurants - Fiesta, LLC	1925 West Main Street	Centre	AL	35960	256/447-5353	
D241022	PMTD Restaurants, LLC	Highway 280, Box 104B	Childersburg	AL	35044	256/378-5121	
D241023	PMTD Restaurants, LLC	2035 Seventh Street, South	Clanton	AL	35045	205/755-2638	
K006001	Mimi Kohl Weir and Kent A Weir	1620 Second Avenue, Southwest	Cullman	AL	35055	256/734-6958	
J466010	Champion Restaurants - Fiesta, LLC	5799 Alabama Highway 157	Cullman	AL	35058	256/734-7728	
G135459	FQSR, LLC (dba KBP Foods)	2208 Beltline Road	Decatur	AL	35601	256/353-6980	
J310055	Jack Marshall Foods, Inc.	105 Highway 80 East	Demopolis	AL	36732	334/289-5861	
F569064	QSR SE LLC	109 N.E. Ross Clark Circle	Dothan	AL	36303	334/792-6474	
F569065	QSR SE LLC	1801 S.E. Ross Clark Circle	Dothan	AL	36301	334/794-6669	
F569063	QSR SE LLC	4468-2 West Main Street	Dothan	AL	36305	334/677-9495	****
F569066	QSR SE LLC	612 Boll Weevil Circle	Enterprise	AL	36330	334/490-0034	
G135447	FQSR, LLC (dba KBP Foods)	7159 Aaron Aronov Drive	Fairfield	AL	35064	205/780-2002	
L775049	West Quality Food Service, Inc.	241 Cox Creek Parkway	Florence	AL	35630	256/767-7153	

KFC US, LLC

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J718191	JRN, Inc.	2460 South McKenzie Street	Foley	AL	36535	251/943-3100	
G135452	FQSR, LLC (dba KBP Foods)	1229 Forestdale Boulevard	Forestdale	AL	35214	205/798-2009	
E121014	F & F Food Service, Inc.	308 Greenhill Boulevard N.W.	Fort Payne	AL	35967	256/997-9919	
J466006	Champion Restaurants - Fiesta, LLC	579 E. Meighan Boulevard	Gadsden	AL	35903	256/546-2600	****
G135451	FQSR, LLC (dba KBP Foods)	531 Fieldstown Road	Gardendale	AL	35071	205/631-6520	
F569068	QSR East LLC	108 Greenville By-Pass	Greenville	AL	36037	334/946-9703	
L518071	Tasty Chick'n Southeast, LLC	1501 South Gunter	Guntersville	AL	35976	256/582-2045	
L518074	Tasty Chick'n Southeast, LLC	1301 Highway 31, North	Hartselle	AL	35640	256/773-4447	
J466003	Champion Restaurants - Fiesta, LLC	5692 Highway 278 East	Hokes Bluff	AL	35903	256/494-1344	****
G135450	FQSR, LLC (dba KBP Foods)	3065 Allison Bonnett Memorial Drive	Hueytown	AL	35023	205/491-7041	
G135438	FQSR, LLC (dba KBP Foods)	1003 Jordan Lane	Huntsville	AL	35816	256/837-9770	
G135457	FQSR, LLC (dba KBP Foods)	1690 Highway 72, E.	Huntsville	AL	35811	256/851-9786	
G135437	FQSR, LLC (dba KBP Foods)	2404 Memorial Parkway	Huntsville	AL	35801	256/534-8488	
J310071	Jack Marshall Foods, Inc.	4106 North College Ave.	Jackson	AL	36545	251/262-2368	
L518082	Tasty Chick'n Southeast, LLC	720 Highway 78 West, Parkland Shopping Center	Jasper	AL	35501	205/387-2249	
D241003	PMTD Restaurants, LLC	1815 Ashville Road, NE, Highway 411	Leeds	AL	35094	205/699-2900	
G135454	FQSR, LLC (dba KBP Foods)	7874 Highway 72 West	Madison	AL	35758	256/830-1964	
G135440	FQSR, LLC (dba KBP Foods)	8966 Madison Boulevard	Madison	AL	35758	256/772-7010	
J310063	Jack Marshall Foods, Inc.	21363 Highway 11, North	McCalla	AL	35111	205/477-7538	
G135455	FQSR, LLC (dba KBP Foods)	12276 U.S. Highway 231	Meridianville	AL	35759	256/829-1033	****
D241021	PMTD Restaurants, LLC	3226 Alabama Highway 14	Millbrook	AL	36054	334/290-0770	
J718195	JRN, Inc.	2850 Springhill Ave.	Mobile	AL	36607	251/476-0760	
J718192	JRN, Inc.	5109 Moffat Rd.	Mobile	AL	36618	251/343-9750	
J718318	JRN, Inc.	5437 Highway 90, W.	Mobile	AL	36619	251/661-0033	
J310068	Jack Marshall Foods, Inc.	950 Main Street	Montevallo	AL	35115	205/665-1017	
J718308	JRN, Inc.	2528 Eastern Boulevard	Montgomery	AL	36117	334/277-0620	
J718311	JRN, Inc.	2687 Zelda Road	Montgomery	AL	36107	334/271-5773	
J718310	JRN, Inc.	6808 Atlanta Highway	Montgomery	AL	36117	334/396-7049	
F569085	QSR SE LLC	917 W. South Boulevard	Montgomery	AL	36105	334/612-3345	
L518097	Tasty Chick'n Southeast, LLC	11884 Highway 157	Moulton	AL	35650	256/974-4700	
D040002	Kentucky Fried Chicken of Colbert, Inc.	1910 Woodward Avenue	Muscle Shoals	AL	35661	256/381-0681	
J310018	Jack Marshall Foods, Inc.	1901 32nd Street	Northport	AL	35476	205/339-5666	
J310067	Jack Marshall Foods, Inc.	910 East Second Avenue	Oneonta	AL	35121	205/274-8796	
J310017	Jack Marshall Foods, Inc.	101 Sixth Street, North	Opelika	AL	36801	334/749-1330	
E121015	F & F Food Service, Inc.	2024 U. S. Highway 78 East	Oxford	AL	36203	256/831-2240	

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G135453	FQSR, LLC (dba KBP Foods)	630 Cahaba Valley Road	Pelham	AL	35124	205/733-1802	
J091001	Pell City Kentucky Fried Chicken, Inc.	703 23rd St N	Pell City	AL	35125	205/338-3221	
J718303	JRN, Inc.	1802 Stadium Drive	Phenix City	AL	36867	334/297-1797	
J718304	JRN, Inc.	601 13th Street	Phenix City	AL	36867	334/298-2918	
J466004	Champion Restaurants - Fiesta, LLC	206 Highway 278 Bypass East	Piedmont	AL	36272	256/447-0065	****
J718307	JRN, Inc.	1913 Cobbs Ford Road	Prattville	AL	36066	334/361-4088	
L518096	Tasty Chick'n Southeast, LLC	15045 Highway 43	Russellville	AL	35653	256/332-5526	
J718194	JRN, Inc.	815 Highway 43 S.	Saraland	AL	36571	251/679-8914	
G135439	FQSR, LLC (dba KBP Foods)	23115 John T. Reid Parkway	Scottsboro	AL	35768	256/259-4610	
J545001	Selma Kentucky Fried Chicken, Inc.	1326 Highland Avenue	Selma	AL	36701	334/872-7513	
D241024	PMTD Restaurants, LLC	1204 Talladega Highway	Sylacauga	AL	35150	256/249-9076	
D241002	PMTD Restaurants, LLC	219 Haynes Street	Talladega	AL	35160	256/362-5681	
J310054	Jack Marshall Foods, Inc.	32475 Highway 43, SW	Thomasville	AL	36784	334/636-0336	
J718322	JRN, Inc.	101 Highway 231 North	Troy	AL	36081	334/566-5024	
J310050	Jack Marshall Foods, Inc.	1101 Lurleen Wallace Boulevard, South	Tuscaloosa	AL	35401	205/752-6739	
J310022	Jack Marshall Foods, Inc.	1111 Skyland Boulevard	Tuscaloosa	AL	35405	205/758-8868	
D241004	PMTD Restaurants, LLC	3006 20th Avenue	Valley	AL	36854	334/768-2311	
D241020	PMTD Restaurants, LLC	5278 U. S. Highway 231	Wetumpka	AL	36092	334/514-0200	
G135563	FQSR, LLC (dba KBP Foods)	469 Highway 71, N.	Alma	AR	72921	479/632-4151	
C029031	Franchise Management Investors US, LLC	1311 St. Louis Street	Batesville	AR	72501	870/698-1678	
E150009	Kentucky Fried Chicken of Benton, Inc.	522 N. East Street	Benton	AR	72015	501/778-4343	
G135737	FQSR, LLC (dba KBP Foods)	1618 E Centerton Blvd.	Bentonville	AR	72712	479/384-4339	
G135574	FQSR, LLC (dba KBP Foods)	901 N. Walton Boulevard	Bentonville	AR	72712	479/273-3124	
C029016	Franchise Management Investors US, LLC	930 West Trimble	Berryville	AR	72616	870/423-2640	
C029022	Franchise Management Investors US, LLC	901 North 6th Street	Blytheville	AR	72315	870/762-2202	
G135604	FQSR, LLC (dba KBP Foods)	711 E. Main	Booneville	AR	72927	479/675-2216	****
G135851	FQSR, LLC (dba KBP Foods)	116 Bryant Avenue	Bryant	AR	72022	501/847-6094	
C029032	Franchise Management Investors US, LLC	1003 W. Main	Cabot	AR	72023	501/843-3420	
G135405	FQSR, LLC (dba KBP Foods)	1440 U.S. Highway 278 West	Camden	AR	71701	870/836-0222	
C029038	Franchise Management Investors US, LLC	1240 South Rogers	Clarksville	AR	72830	479/370-0033	
C029036	Franchise Management Investors US, LLC	2670 Donaghey Street	Conway	AR	72032	501/336-8440	
L518052	Tasty Chick'n Southeast, LLC	603 E. Collin Raye Drive	De Queen	AR	71832	870/584-7641	
G135704	FQSR, LLC (dba KBP Foods)	433 W. Hillsboro Street	El Dorado	AR	71730	870/875-2555	
G135572	FQSR, LLC (dba KBP Foods)	1882 W. Martin Luther King Jr. Boulevard	Fayetteville	AR	72701	479/443-7040	
L518085	Tasty Chick'n Southeast, LLC	2700 N. Washington Street	Forrest City	AR	72335	870/633-6616	

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G135564	FQSR, LLC (dba KBP Foods)	1601 Highway 71	Fort Smith	AR	72901	479/646-7133	
G135565	FQSR, LLC (dba KBP Foods)	4207 Grand Avenue	Fort Smith	AR	72904	479/785-4998	
C029075	Franchise Management Investors US, LLC	1424 Highway 65 N	Harrison	AR	72601	870/280-2879	
L518007	Tasty Chick'n Southeast, LLC	2291 Highway 62 412	Highland	AR	72542	870/856-3222	****
L518049	Tasty Chick'n Southeast, LLC	2017 North Hazel	Hope	AR	71801	870/777-8677	
G135570	FQSR, LLC (dba KBP Foods)	4010 Central Avenue	Hot Springs	AR	71913	501/624-6363	
L518001	Tasty Chick'n Southeast, LLC	133 Southwest Drive	Jonesboro	AR	72401	870/935-1650	****
L518053	Tasty Chick'n Southeast, LLC	2003 West Parker Road	Jonesboro	AR	72404	870/972-6332	****
L518088	Tasty Chick'n Southeast, LLC	2020 South Caraway Road	Jonesboro	AR	72401	870/935-3864	
L518172	Tasty Chick'n Midwest, LLC	3021 DR MARTIN LUTHER KING JR DR	Jonesboro	AR	72401	870/738-8149	
J625202	Ampex Brands Burleson, LLC	100 Markham Park Drive	Little Rock	AR	72211	501/221-4353	
J625271	Ampex Brands Burleson, LLC	8220 Geyer Springs Road	Little Rock	AR	72209	501/295-3826	
L518106	Tasty Chick'n Midwest, LLC	3210 I-55 Service Road	Marion	AR	72364	901/390-4659	
L518050	Tasty Chick'n Southeast, LLC	403 Highway 71 N	Mena	AR	71953	479/394-5482	****
L518051	Tasty Chick'n Southeast, LLC	320 S. Main Street	Nashville	AR	71852	870/845-2328	
G135569	FQSR, LLC (dba KBP Foods)	4400 Camp Robinson	North Little Rock	AR	72118	501/758-9577	
L518083	Tasty Chick'n Southeast, LLC	1001 W. Keiser	Osceola	AR	72370	870/563-5566	****
C029029	Franchise Management Investors US, LLC	2401 W. Kings Highway	Paragould	AR	72450	870/239-8155	
G135566	FQSR, LLC (dba KBP Foods)	2707 West 28th	Pine Bluff	AR	71603	870/534-8000	
G135571	FQSR, LLC (dba KBP Foods)	3002 Pines Mall Drive	Pine Bluff	AR	71601	870/535-0980	
L518006	Tasty Chick'n Southeast, LLC	1052 Highway 62 West	Pocahontas	AR	72455	870/892-4692	
G135575	FQSR, LLC (dba KBP Foods)	507 S. Eighth Street	Rogers	AR	72756	479/636-9531	
C029039	Franchise Management Investors US, LLC	720 N. Arkansas Avenue	Russellville	AR	72801	479/370-0044	
C029026	Franchise Management Investors US, LLC	2504 E. Race Street	Searcy	AR	72143	501/268-3607	
G135573	FQSR, LLC (dba KBP Foods)	1115 U.S. Highway 412 W.	Siloam Springs	AR	72761	479/524-4254	
C029077	Franchise Management Investors US, LLC	5660 West Sunset Avenue	Springdale	AR	72762	479/487-1338	
C029023	Franchise Management Investors US, LLC	600 South Thompson Street	Springdale	AR	72764	479/872-7311	
G135396	FQSR, LLC (dba KBP Foods)	4010 North State Line Road	Texarkana	AR	71854	870/772-4043	
L518084	Tasty Chick'n Southeast, LLC	504 Hwy. 63 & Speedway	Trumann	AR	72472	870/483-2212	****
L518005	Tasty Chick'n Southeast, LLC	401 N.W. 4th Street	Walnut Ridge	AR	72476	870/886-7413	
L518086	Tasty Chick'n Southeast, LLC	789 N. Sebastian	West Helena	AR	72390	870/572-9334	
L518011	Tasty Chick'n Southeast, LLC	400 N. Missouri St.	West Memphis	AR	72301	870/735-6711	
L518012	Tasty Chick'n Southeast, LLC	900 Martin Luther King Dr.	West Memphis	AR	72301	870/735-8156	****
L518087	Tasty Chick'n Southeast, LLC	1913 N. Falls	Wynne	AR	72396	870/238-9111	****
D212047	WTT Investment LLC	3051 W Apache Trail	Apache Junction	AZ	85120	480/982-1221	

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D212054	WTT Investment LLC	1470 N Dysart Rd	Avondale	AZ	85323	623/925-0696	
D212121	INP Investments LLC	650 South Highway 90	Benson	AZ	85602	832/266-1224	****
D212061	WTT Investment LLC	682 S. Watson Rd.	Buckeye	AZ	85326	623/327-0724	
C750164	Argonaut Food Partners, LLC	2350 Miracle Mile, Suite 550	Bullhead City	AZ	86442	928/763-2111	
D212119	INP Investments LLC	618 E. Florence	Casa Grande	AZ	85122	520/836-1043	
E003026	Vista Foods, Inc.	1147 N Hwy 89	Chino Valley	AZ	86323	928/636-5001	****
D305002	Anred, Inc.	1505 N. Arizona Boulevard	Coolidge	AZ	85128	520/723-0250	****
E003036	Vista Foods, Inc.	970 S. Main	Cottonwood	AZ	86326	928/634-8376	
D212082	WTT Investment LLC	2453 South Gilbert Road	Gilbert	AZ	85295	480/726-5195	
D212038	WTT Investment LLC	4338 W Glendale Ave	Glendale	AZ	85301	480/739-2928	
D212130	WTT Investment LLC	16980 W. Yuma Road	Goodyear	AZ	85338	520/485-5546	
J004002	Mohammad S. Jubapa	280 W. Continental Road	Green Valley	AZ	85622	520/648-0891	
K201001	Loky Inc.	3350 N. Stockton Hill	Kingman	AZ	86409	928/757-3666	
K201006	Kyle Ogden	195 North Lake Havasu Avenue	Lake Havasu City	AZ	86403	928/855-1888	
D212118	WTT Investment LLC	5145 W. Baseline Road	Laveen	AZ	85339	602/801-0076	
D212075	WTT Investment LLC	13006 W Indian School Road	Litchfield Park	AZ	85340	623/935-3435	
D212124	WTT Investment LLC	21566 N. John Wayne Parkway	Maricopa	AZ	85139	520/568-6626	**
D212059	WTT Investment LLC	10720 E Baseline Road	Mesa	AZ	85209	480/986-0246	
D212045	WTT Investment LLC	1950 W Baseline Rd	Mesa	AZ	85202	480/491-1672	
D212052	WTT Investment LLC	2210 E Baseline Rd	Mesa	AZ	85204	480/892-0461	
D212133	WTT Investment LLC	239 N Power Rd	Mesa	AZ	85207	602/830-5921	
D212071	WTT Investment LLC	420 North Alma School Rd	Mesa	AZ	85201	480/833-0587	
C750053	Argonaut Food Partners, LLC	360 W. Mariposa Road	Nogales	AZ	85621	520/281-0741	
E003039	Vista Foods, Inc.	1004 Haul Road	Page	AZ	86040	928/612-2858	
D212050	WTT Investment LLC	6765 W Peoria Ave	Peoria	AZ	85345	623/486-0842	
D212137	WTT Investment LLC	7685 W THUNDERBIRD RD	Peoria	AZ	85381	520/355-6250	
D212055	WTT Investment LLC	1525 N 43rd Ave	Phoenix	AZ	85009	602/272-0581	
D212076	WTT Investment LLC	1749 W. Bethany Home Rd.	Phoenix	AZ	85015	602/242-4250	
D212049	WTT Investment LLC	1843 West Union Hills Dr.	Phoenix	AZ	85027	480/536-9164	
D212043	WTT Investment LLC	20 E Baseline Road	Phoenix	AZ	85042	602/243-8415	
D212044	WTT Investment LLC	2902 N 7th Ave	Phoenix	AZ	85013	602/248-4903	
D212040	WTT Investment LLC	3550 W Thunderbird Rd	Phoenix	AZ	85053	602/863-7985	
D212037	WTT Investment LLC	3702 E Thomas Rd	Phoenix	AZ	85018	602/952-5058	
D212067	WTT Investment LLC	4050 East Bell Road	Phoenix	AZ	85032	602/404-6498	
D212051	WTT Investment LLC	7634 W Indian School Rd	Phoenix	AZ	85033	623/247-9962	

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E003024	Vista Foods, Inc.	547 Miller Valley Road	Prescott	AZ	86301	928/778-3451	
J004001	Mohammad S. Jubapa	7860 E. Highway 69	Prescott Valley	AZ	86314	928/772-8678	
D212062	WTT Investment LLC	57 W. Combs Road	Queen Creek	AZ	85140	480/987-2822	
C750127	Argonaut Food Partners, LLC	1817 Thatcher Boulevard	Safford	AZ	85546	928/428-2301	
D212039	WTT Investment LLC	8050 E Indian School Rd	Scottsdale	AZ	85251	480/941-6082	
C750043	Argonaut Food Partners, LLC	180 N. White Mountain Road	Show Low	AZ	85901	928/537-2124	
D212120	INP Investments LLC	1060 Fry Boulevard	Sierra Vista	AZ	85635	520/458-6800	
D212056	WTT Investment LLC	12621 W Bell Rd	Surprise	AZ	85378	623/977-4214	
D212131	WTT Investment LLC	15154 N. Cotton Lane	Surprise	AZ	85388	480/377-4524	
D212048	WTT Investment LLC	705 W Baseline Rd	Tempe	AZ	85283	480/831-0068	
D528001	CBR Tuba City, Inc.	Maloney And Spur	Tuba City	AZ	86045	928/283-5119	
D212058	INP Investments LLC	2970 W Valencia Rd	Tucson	AZ	85746	520/848-0900	
D212132	INP Investments LLC	2985 South Kino Parkway	Tucson	AZ	85713	520/276-2732	
D212115	INP Investments LLC	7245 E. Golf Links Road	Tucson	AZ	85730	520/296-0370	
D212139	INP Investments LLC	735 E. Wetmore Rd.	Tucson	AZ	85719	520/314-9635	
D212070	INP Investments LLC	7901 N. Oracle Hwy	Tucson	AZ	85704	520/575-5784	
D212081	INP Investments LLC	8270 N. Cortaro Road	Tucson	AZ	85743	520/744-0868	
E003025	Vista Foods, Inc.	800 N. Grand Canyon Boulevard	Williams	AZ	86046	928/635-4435	****
K584007	Noble Pursuit, LLC	11183 S. Frontage Drive	Yuma	AZ	85367	928/305-9339	*
K584005	Noble Pursuit, LLC	1950 Fourth Avenue	Yuma	AZ	85364	928/782-2579	
K584006	Noble Pursuit, LLC	848 East 32nd Street	Yuma	AZ	85365	928/726-1570	
K312078	RBD California Restaurants Limited	14258 Highway 395	Adelanto	CA	92301	760/246-8999	
E720054	Harman Management Corporation	2424 Encinal Avenue	Alameda	CA	94501	510/521-5211	
D016019	E.M. Thomas Management, Inc.	1425 South New	Alhambra	CA	91801	626/282-3177	
K312068	RBD California Restaurants Limited	100 S. Magnolia Ave.	Anaheim	CA	92804	714/527-1827	
C301030	FLEW THE COOP, INC.	131 W. Ball Rd.	Anaheim	CA	92805	714/635-8231	
K312028	RBD California Restaurants Limited	299 S. Euclid St.	Anaheim	CA	92802	714/491-2456	
E720367	Harman Management Corporation	8101 Watt Avenue	Antelope	CA	95843	916/339-1380	*
E720060	Harman Management Corporation	2751 Hillcrest Avenue	Antioch	CA	94509	925/757-6664	
K270001	T.G.G., Inc.	18447 Highway 18	Apple Valley	CA	92307	760/242-2351	
H730105	Kazi Foods, Inc.	849 South Baldwin	Arcadia	CA	91007	626/445-4700	****
C750176	Argonaut California Ventures, Inc.	1395 Atwater Boulevard	Atwater	CA	95301	209/358-8511	
C072006	Venquest Investments and Properties LLC	2400 Grass Valley Highway	Auburn	CA	95603	530/888-1208	
C750134	Argonaut California Ventures, Inc.	11935 Rosedale Hwy	Bakersfield	CA	93312	661/243-9523	
C750089	Argonaut California Ventures, Inc.	2674 Mount Vernon Avenue	Bakersfield	CA	93305	661/871-7400	

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C750083	Argonaut California Ventures, Inc.	3011 Brundage Ln.	Bakersfield	CA	93304	661/326-1530	
C750070	Argonaut California Ventures, Inc.	6320 White Ln.	Bakersfield	CA	93309	661/397-8794	
D011020	Herb & Kaur Inc.	14200 Ramona Boulevard	Baldwin Park	CA	91706	626/412-0246	
K312033	RBD California Restaurants Limited	1930 West Ramsey Street	Banning	CA	92220	951/849-3932	
K312073	RBD California Restaurants Limited	110 Coolwater Lane	Barstow	CA	92311	442/319-5374	
K710004	Kentucky Fried Chicken of Polly's, Inc.	5735 Florence	Bell Gardens	CA	90201	323/773-3323	
K312047	RBD California Restaurants Limited	41800 Washington St	Bermuda Dunes	CA	92203	760/200-4255	
L246001	Friends Fast Food, Inc.	1006 North Main Street	Bishop	CA	93514	760/873-4635	
C191015	Marble USA Inc.	5080 Bonita Road	Bonita	CA	91902	619/472-5787	
K584003	Noble Pursuit, LLC	215 West Main	Brawley	CA	92227	760/344-4320	
E720347	Harman Management Corporation	7810 Brentwood Boulevard	Brentwood	CA	94513	925/634-4178	*
J283003	ELITE COLONEL'S CONCEPTS, INC.	6851 Beach Blvd.	Buena Park	CA	90621	714/739-2055	
H730112	Kazi Foods, Inc.	3530 W. Victory Blvd.	Burbank	CA	91505	818/845-3650	
K584002	Noble Pursuit, LLC	213 East Cole Road	Calexico	CA	92231	760/357-1141	
K312012	RBD California Restaurants Limited	2350 Las Posas Road	Camarillo	CA	93010	805-393-6814	
E720159	Harman Management Corporation	1805 Winchester Road	Campbell	CA	95008	408/374-3890	
D271006	Diaz Group LLC	20101 Sherman Way	Canoga Park	CA	91306	818/882-1160	
H730006	Zubair M. Kazi	21930 Sherman Way	Canoga Park	CA	91303	818/340-5200	
K312021	RBD California Restaurants Limited	19307 Soledad Canyon Rd	Canyon Country	CA	91351	323/387-0723	
J681004	Baker Management Group, Inc.	2120 41st Avenue	Capitola	CA	95010	831/476-1170	*
D742010	Fried with Pride, Inc.	745 Carlsbad Village Drive	Carlsbad	CA	92008	760/729-7213	****
D016009	E.M. Thomas Management, Inc.	18401 S. Avalon Blvd.	Carson	CA	90746	310/532-2970	
D236004	Aasani, Inc.	545 East Sepulveda	Carson	CA	90745	310/522-0786	
K312010	RBD California Restaurants Limited	619 W Carson Street	Carson	CA	90745	424/273-3114	
E720279	Harman Management Corporation	3625 Castro Valley Blvd.	Castro Valley	CA	94546	510/538-1417	
K312045	RBD California Restaurants Limited	32120 Date Palm Drive	Cathedral City	CA	92234	760/202-6788	
E720211	Harman Management Corporation	2040 Whitmore Avenue	Ceres	CA	95307	209/538-7626	
C750064	Argonaut California Ventures, Inc.	1980 E. 20th Street	Chico	CA	95928	530/342-5181	
D011018	Herb & Kaur Inc.	12862 Central Avenue	Chino	CA	91710	909/628-1411	
D011009	Satwinder, Singh	4135 Chino Hills Parkway	Chino Hills	CA	91709	909/334-4755	
J226001	Nacnud, Inc.	1105 E Robertson Blvd	Chowchilla	CA	93610	559/665-2123	****
C191030	Marble USA Inc.	1327 Broadway	Chula Vista	CA	91911	619/425-2782	
C191012	Marble USA Inc.	1361 Medical Center Drive	Chula Vista	CA	91911	619/482-1251	
C191023	Marble USA Inc.	461 3rd Ave	Chula Vista	CA	91910	619/426-1699	
E720167	Harman Management Corporation	7098 Auburn Boulevard	Citrus Heights	CA	95621	916/726-1891	*

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D670022	J. F. Desmond Family Limited Partnership	1860 Ashlan Avenue	Clovis	CA	93611	559/292-1738	
D670009	J. F. Desmond Family Limited Partnership	198 West Shaw Avenue	Clovis	CA	93612	559/299-3940	
K312024	RBD California Restaurants Limited	49950 Harrison St	Coachella	CA	92236	424/273-0043	
L227001	Taylor Loesch and Keri Loesch	451 E. Elm Avenue	Coalinga	CA	93210	559/935-0638	****
K312064	RBD California Restaurants Limited	792 West Valley Blvd.	Colton	CA	92324	323/387-0717	****
H730271	Kazi Foods, Inc.	103 North Central Avenue	Compton	CA	90220	310/631-0206	
K312044	RBD California Restaurants Limited	221 South Long Beach Blvd.	Compton	CA	90221	310/749-4130	
E720287	Harman Management Corporation	4660 Clayton Road	Concord	CA	94521	925/680-7969	*
K312067	RBD California Restaurants Limited	1151 W 6th St	Corona	CA	92882	951/735-3620	
K312055	RBD California Restaurants Limited	1300 E. Ontario Avenue	Corona	CA	92881	951/279-5321	****
C191021	Marble USA Inc.	100 B Ave	Coronado	CA	92118	619/435-2055	****
D011003	Satwinder, Singh	465 E 17th St	Costa Mesa	CA	92627	949/629-7984	
D011008	Satwinder, Singh	1057 N. Grand Avenue	Covina	CA	91724	626/966-2249	
K710003	Kentucky Fried Chicken of Polly's, Inc.	9041 Valley View Street	Cypress	CA	90630	657/213-7442	
E720032	Harman Management Corporation	2815 Geneva Avenue	Daly City	CA	94014	415/467-3228	****
E720354	Harman Management Corporation	287 Westmoor Ave	Daly City	CA	94015	650/755-4740	****
E720089	Harman Management Corporation	1617 Research Park Dr.	Davis	CA	95616	530/756-2400	
D412003	Joint Heirs Food Corporation	812 Cecil Avenue	Delano	CA	93215	661/725-4155	
K312083	RBD California Restaurants Limited	13947 Palm Drive	Desert Hot Springs	CA	92240	760/329-7252	
D236001	Shahid Chaudhry and Mahmood Qadri	542 N. Diamond Bar Blvd.	Diamond Bar	CA	91765	909/861-9463	
C311002	Manuel Galhandro and Diana Galhandro	333 Monte Vista Drive	Dinuba	CA	93618	559/591-2462	**
K710001	Kentucky Fried Chicken of Polly's, Inc.	7865 East Florence Avenue	Downey	CA	90240	562/928-2916	
D016017	E.M. Thomas Management, Inc.	1128 East Huntington Drive	Duarte	CA	91010	626/256-3394	
E720274	Harman Management Corporation	6797 Village Parkway	Dublin	CA	94568	925/828-0492	*
C191010	Marble USA Inc.	2949 Jamacha Road	El Cajon	CA	92019	619/660-2219	
C191026	Marble USA Inc.	555 N 2nd St	El Cajon	CA	92021	619/444-0718	
C191020	Marble USA Inc.	724 Fletcher Pky	El Cajon	CA	92020	619/447-1347	
K584004	Noble Pursuit, LLC	1775 South Imperial	El Centro	CA	92243	760/352-7296	
D271003	DIAZ MANAGEMENT INC	3814 North Peck Road	El Monte	CA	91732	626/443-1367	
E720439	Harman Management Corporation	2330 Longport Court	Elk Grove	CA	95758	916/683-4005	*
E720339	Harman Management Corporation	8579 Elk Grove Boulevard	Elk Grove	CA	95624	916/685-5227	
E720063	Harman Management Corporation	4501 San Pablo Avenue	Emeryville	CA	94608	510/658-0568	
D742007	Fried with Pride, Inc.	2429 East Valley Parkway	Escondido	CA	92027	760/746-9020	
D742004	Fried with Pride, Inc.	639 N. Broadway	Escondido	CA	92025	760/480-9122	
C750131	Argonaut California Ventures, Inc.	2245 Broadway	Eureka	CA	95501	707/840-5579	

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E720505	Harman Management Corporation	2263 N. Texas Street	Fairfield	CA	94533	707/422-5220	**
K584001	Noble Pursuit, LLC	1077 S Mission Rd	Fallbrook	CA	92028	760/728-1767	
E720448	Harman Management Corporation	2535 Iron Point Road	Folsom	CA	95630	916/983-3883	*
K312037	RBD California Restaurants Limited	14570 Baseline Avenue	Fontana	CA	92336	909/357-1723	
K312020	RBD California Restaurants Limited	9758 Sierra Ave	Fontana	CA	92335	909/357-1705	
D011001	Satwinder, Singh	17239 Brookhurst Street	Fountain Valley	CA	92708	657/531-2327	
E720281	Harman Management Corporation	4961 Mowry Avenue	Fremont	CA	94538	510/794-8416	
D670016	J. F. Desmond Family Limited Partnership	1110 C Street	Fresno	CA	93706	559/485-1620	
D670014	J. F. Desmond Family Limited Partnership	2031 North Blackstone Avenue	Fresno	CA	93703	559/226-6191	
D670017	J. F. Desmond Family Limited Partnership	3218 East Jensen	Fresno	CA	93706	559/268-6311	
D670002	J. F. Desmond Family Limited Partnership	3846 North West Avenue	Fresno	CA	93705	559/229-1303	
D670019	J. F. Desmond Family Limited Partnership	4175 West Shaw	Fresno	CA	93722	559/275-5917	
D670013	J. F. Desmond Family Limited Partnership	4909 East Mckinley Avenue	Fresno	CA	93727	559/456-2411	
D670021	J. F. Desmond Family Limited Partnership	4948 East Cesar Chavez Boulevard	Fresno	CA	93727	559/456-3459	
D670030	Desmond KFC Limited Partnership	5380 W Spruce Ave	Fresno	CA	93722	559-287-7271	
D670012	J. F. Desmond Family Limited Partnership	5775 North 1st Street	Fresno	CA	93710	559/431-6181	
D670015	J. F. Desmond Family Limited Partnership	7152 North Blackstone Avenue	Fresno	CA	93650	559/439-3321	
C301036	FLEW THE COOP, INC.	150 W. Orangethorpe Ave.,	Fullerton	CA	92832	714/526-6691	
C301031	FLEW THE COOP, INC.	1889 West Malvern Ave.	Fullerton	CA	92833	714/773-9588	****
E720487	Harman Management Corporation	10350 Twin Cities Road	Galt	CA	95632	209/744-1700	
C301033	FLEW THE COOP, INC.	8971 Westminster Ave.	Garden Grove	CA	92844	714/373-8961	
K710011	Kentucky Fried Chicken of Polly's, Inc.	1078 Rosecrans Avenue	Gardena	CA	90247	310/324-9153	**
E720187	Harman Management Corporation	8080 Wren Ave.	Gilroy	CA	95020	408/842-4550	
H730108	Kazi Foods, Inc.	200 N Verdugo Rd.	Glendale	CA	91206	818/243-3171	
D271004	KFC Maywood LLC	5697 Calle Real	Goleta	CA	93117	805/967-0702	
E720320	Harman Management Corporation	1983 Nevada City Hwy.	Grass Valley	CA	95945	530/273-1001	*
C750065	Argonaut California Ventures, Inc.	412 N. Redington	Hanford	CA	93230	559/582-5101	
K312018	RBD California Restaurants Limited	11523 Hawthorne Blvd.	Hawthorne	CA	90250	310/676-5085	****
E720270	Harman Management Corporation	1299 West Tennyson Road	Hayward	CA	94544	510/783-4338	
E720275	Harman Management Corporation	31077 Mission Boulevard	Hayward	CA	94544	510/489-1166	****
K710014	Kentucky Fried Chicken of Polly's, Inc.	2890 West Florida Avenue	Hemet	CA	92545	951/652-4664	
K710015	Kentucky Fried Chicken of Polly's, Inc.	3440 East Florida Avenue	Hemet	CA	92544	951/925-1863	
K270003	T.G.G., Inc.	16800 Main Street	Hesperia	CA	92345	760/244-6119	
K312036	RBD California Restaurants Limited	7347 Boulder Avenue	Highland	CA	92346	323/387-0693	****
E720485	Harman Management Corporation	191 McCray Street	Hollister	CA	95023	831/638-1477	

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D011010	Satwinder, Singh	19091 Brookhurst Street	Huntington Beach	CA	92646	657/531-2433	
D011019	Herb & Kaur Inc.	6100 Warner Avenue	Huntington Beach	CA	92647	657/215-7135	
K312058	RBD California Restaurants Limited	8142 Talbert Ave.	Huntington Beach	CA	92646	714/596-0549	
K312009	RBD California Restaurants Limited	3100 E Gage Ave	Huntington Park	CA	90255	323/583-3201	
C191017	Marble USA Inc.	1056 13th St	Imperial Beach	CA	91932	619/424-3492	
K312030	RBD California Restaurants Limited	42750 A Jackson Street	Indio	CA	92203	760/229-8600	
K312022	RBD California Restaurants Limited	81769 US Highway 111	Indio	CA	92201	760/347-7019	
D011017	Satwinder, Singh	17901 Colima Road	Industry	CA	91748	626/839-7414	
K312059	RBD California Restaurants Limited	2941 West Imperial Hwy.	Inglewood	CA	90303	323/387-0720	****
D011021	Herb & Kaur Inc.	14705 Jeffrey Rd	Irvine	CA	92618	657/217-4210	
C072003	Venquest Investments and Properties LLC	531 Highway 49	Jackson	CA	95642	209/223-4239	
D670020	J. F. Desmond Family Limited Partnership	157 South Madera	Kerman	CA	93630	559/846-7872	
J681005	Baker Management Group, Inc.	1300 Broadway Circle	King City	CA	93930	831/385-6921	
D236002	Sharif, Inc.	450 North Harbor	La Habra	CA	90631	562/694-1889	
C004002	GIA Investment Group, LLC	13970 Imperial Highway	La Mirada	CA	90638	562/926-7670	
D605001	Golden Triangle Enterprises, LLC	939 North Hacienda Blvd.	La Puente	CA	91744	626/968-8556	
D742001	Fried with Pride, Inc.	30071 Alicia Parkway	Laguna Niguel	CA	92677	949/249-1871	
K584009	Noble Pursuit, LLC	31257 Riverside Drive	Lake Elsinore	CA	92530	951/674-3300	****
K584008	Noble Pursuit, LLC	321 Summerhill Drive	Lake Elsinore	CA	92532	951/245-4060	
D742003	Fried with Pride, Inc.	24541 Trabuco Road	Lake Forest	CA	92630	949/768-7332	
C072001	Venquest Investments and Properties LLC	1135 Lakeport Boulevard	Lakeport	CA	95453	707/263-5328	
C191019	Marble USA Inc.	12061 Woodside Ave	Lakeside	CA	92040	619/561-8694	
D016006	E.M. Thomas Management, Inc.	4917 Bellflower Blvd.	Lakewood	CA	90713	562/925-1983	
K312032	RBD California Restaurants Limited	1827 E. Ave. J	Lancaster	CA	93535	661/948-8473	
K312063	RBD California Restaurants Limited	43559 10th Street, West	Lancaster	CA	93534	661/948-8175	
E720407	Harman Management Corporation	150 E. Louise Ave.	Lathrop	CA	95330	209/858-0229	*
C191029	Marble USA Inc.	7012 Broadway	Lemon Grove	CA	91945	619/463-1495	
C750067	Argonaut California Ventures, Inc.	1019 North Lemoore Avenue	Lemoore	CA	93245	559/924-2744	
E720457	Harman Management Corporation	35 Lincoln Blvd.	Lincoln	CA	95648	916/434-5678	*
E720423	Harman Management Corporation	6061 Northfront Road	Livermore	CA	94550	925/447-9977	*
041362	Kumar Management Corp. II, Inc.	18780 N Highway 88	Lockeford	CA	95237	209/727-5744	****
E720509	Harman Management Corporation	2712 W. Kettleman Lane	Lodi	CA	95242	209/368-2234	
K312016	RBD California Restaurants Limited	24866 Redlands Blvd.	Loma Linda	CA	92354	909/796-9634	
K312040	RBD California Restaurants Limited	26715 Western Ave.	Lomita	CA	90717	424/277-7938	****
C750150	Argonaut California Ventures, Inc.	1401 North H Street	Lompoc	CA	93436	805/736-0846	

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D016015	E.M. Thomas Management, Inc.	1601 West Willow Street	Long Beach	CA	90810	562/424-3861	
D016005	E.M. Thomas Management, Inc.	209 E. Pacific Coast Highway	Long Beach	CA	90806	562/599-6218	
D016012	E.M. Thomas Management, Inc.	2970 Bellflower Boulevard	Long Beach	CA	90815	562/496-1321	
D016016	E.M. Thomas Management, Inc.	4001 East Anaheim Street	Long Beach	CA	90804	562/498-0446	
D236003	Sharif, Inc.	4528 Atlantic Avenue	Long Beach	CA	90807	562/428-5459	
H730122	Kazi Foods, Inc.	10501 W Pico Blvd	Los Angeles	CA	90064	310/475-4943	
K312056	RBD California Restaurants Limited	1148 W Manchester Ave.	Los Angeles	CA	90044	323/758-3544	
K312051	RBD California Restaurants Limited	11864 Wilmington Ave	Los Angeles	CA	90059	323/629-7200	
H730118	Kazi Foods, Inc.	11900 Wilshire Blvd	Los Angeles	CA	90025	310/477-1884	
D271005	KFC Maywood LLC	1244 S. La Brea Ave	Los Angeles	CA	90019	323/936-8079	
C004011	AGI Investment LLC	126 Vermont Avenue, #112	Los Angeles	CA	90004	213/487-4503	
K312082	RBD California Restaurants Limited	1425 West Martin Luther King Boulevard	Los Angeles	CA	90062	323/291-4322	
H730125	Kazi Foods, Inc.	1601 Crenshaw Blvd.	Los Angeles	CA	90019	323/735-7702	****
C004010	Zoom Foods Inc	2801 North Broadway	Los Angeles	CA	90031	323/221-0478	
C004005	AGI Investment LLC	2801 West Olympic Boulevard	Los Angeles	CA	90006	213/386-7222	
C004006	AGI Investment LLC	2809 South Figueroa	Los Angeles	CA	90007	213/748-5632	
D016002	Salfed Corp. of Los Angeles	320 North Soto	Los Angeles	CA	90033	323/268-1133	****
C004003	GIA Investment Group, LLC	340 North Western Avenue	Los Angeles	CA	90004	323/467-7421	
H730124	Kazi Foods, Inc.	4270 South Central Ave.	Los Angeles	CA	90011	323/231-9171	****
H730121	Kazi Foods, Inc.	5130 Obama Blvd.	Los Angeles	CA	90016	323/295-1659	
K312001	RBD California Restaurants Limited	5220 W Centinela Ave	Los Angeles	CA	90045	310/882-3155	****
K312019	RBD California Restaurants Limited	5720 S. Vermont Avenue	Los Angeles	CA	90037	323/753-1375	
H730126	Kazi Foods, Inc.	5811 Whittier Blvd.	Los Angeles	CA	90022	323/721-1172	
C004004	GIA Investment Group, LLC	5925 West Third Street	Los Angeles	CA	90036	323/931-4861	
D016003	Salfed Corp. of Los Angeles	624 South Lorena	Los Angeles	CA	90023	323/268-1197	
K312008	RBD California Restaurants Limited	8500 Lincoln Blvd	Los Angeles	CA	90045	424/261-1568	****
K312013	RBD California Restaurants Limited	8515 S. Central Ave.	Los Angeles	CA	90001	323/585-1284	****
E720385	Harman Management Corporation	748 West Pacheco Boulevard	Los Banos	CA	93635	209/826-1805	*
C072002	Venquest Investments and Properties LLC	9750 Highway 53	Lower Lake	CA	95457	707/995-1122	**
K312038	RBD California Restaurants Limited	4339 E. Imperial Highway	Lynwood	CA	90262	424/277-7937	
C750168	Argonaut California Ventures, Inc.	1144 Country Club Drive	Madera	CA	93638	559/673-4341	
E720473	Harman Management Corporation	1211 E. Yosemite Avenue	Manteca	CA	95336	209/823-3783	
D271001	KFC Maywood LLC	4025 Slauson Avenue	Maywood	CA	90270	323/581-4395	
E720176	Harman Management Corporation	180 West Olive Avenue	Merced	CA	95348	209/723-2762	*
E720515	Harman Management Corporation	2016 E. Childs Avenue	Merced	CA	95341	209/723-2877	

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E720026	Harman Management Corporation	950 El Camino Real	Millbrae	CA	94030	650/589-9860	*
E720097	Harman Management Corporation	73 South Main Street	Milpitas	CA	95035	408/262-0765	
C400001	Sadrudin Rahemtullah	10865 Sepulveda Blvd.	Mission Hills	CA	91345	818/361-6466	
E720047	Harman Management Corporation	1420 Kansas Avenue	Modesto	CA	95351	209/529-5739	
E720363	Harman Management Corporation	3250 Dale Road, Suite R	Modesto	CA	95356	209/523-3868	
E720326	Harman Management Corporation	3400 McHenry Avenue	Modesto	CA	95350	209/526-4211	
E720284	Harman Management Corporation	950 Oakdale Road	Modesto	CA	95355	209/578-0883	
K312049	RBD California Restaurants Limited	12280 Heacock Street	Moreno Valley	CA	92557	951/243-1089	
K312029	RBD California Restaurants Limited	16040 Perris Boulevard	Moreno Valley	CA	92551	951/242-6036	
E720501	Harman Management Corporation	2609 Charleston Road	Mountain View	CA	94043	650/968-8866	
D016010	E.M. Thomas Management, Inc.	40702 California Oaks Road	Murrieta	CA	92562	951/696-2250	
E720468	Harman Management Corporation	295 Soscol Ave	Napa	CA	94559	707/257-1536	
C191018	Marble USA Inc.	840 Highland Ave	National City	CA	91950	619/477-0062	
K312050	RBD California Restaurants Limited	1330 Hamner Avenue	Norco	CA	92860	951/735-6120	
K312071	RBD California Restaurants Limited	12044 Roscoe Boulevard	North Hollywood	CA	91605	818/767-2025	
H730016	Zubair M. Kazi	6502 Laurel Canyon Blvd.	North Hollywood	CA	91606	818/761-1717	
C015017	Restaurant Concept of U.S.A., Inc.	8644 Balboa Blvd.	Northridge	CA	91325	818/885-9554	
D011014	Satwinder, Singh	10937 Alondra Blvd.	Norwalk	CA	90650	562/466-0060	
J415006	The Chaudhry Family Trust/Rifaat and Shahid Chaud*	12959 Rosecrans Avenue	Norwalk	CA	90650	562/926-1914	
E720334	Harman Management Corporation	1560 East F Street	Oakdale	CA	95361	209/847-2828	*
E720257	Harman Management Corporation	3400 Foothill Boulevard	Oakland	CA	94601	510/532-6000	
E720078	Harman Management Corporation	3734 Macarthur Boulevard	Oakland	CA	94619	510/530-3335	
E720055	Harman Management Corporation	6035 Telegraph Road	Oakland	CA	94609	510/658-8828	****
E720306	Harman Management Corporation	7272 International Blvd	Oakland	CA	94621	510/635-3100	*
D016021	Cric Pro Corp	2007 Mission Ave.	Oceanside	CA	92054	760/757-7514	
D742011	Fried with Pride, Inc.	3747 Mission Avenue	Oceanside	CA	92058	760/722-4196	
D742008	Fried with Pride, Inc.	4100 Oceanside Blvd.	Oceanside	CA	92056	760/630-9600	****
K312052	RBD California Restaurants Limited	1108 W. Mission Blvd.	Ontario	CA	91762	909/983-3118	
K312084	RBD California Restaurants Limited	1851 EAST G ST	Ontario	CA	91764	909/518-0560	
K312054	RBD California Restaurants Limited	2454 South Archibald Ave.	Ontario	CA	91761	424/277-7904	
K312053	RBD California Restaurants Limited	4371 Ontario Mills Parkway	Ontario	CA	91764	323/387-0694	****
K312066	RBD California Restaurants Limited	2469 N. Tustin Street	Orange	CA	92865	714/637-1323	
C301028	FLEW THE COOP, INC.	708 N. Tustin St.	Orange	CA	92867	714/633-6742	
C750133	Argonaut California Ventures, Inc.	660 Oro Dam Blvd. E.	Oroville	CA	95965	530/552-1522	
K312031	RBD California Restaurants Limited	191 W. Gonzales Road	Oxnard	CA	93036	805/983-3683	

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K312041	RBD California Restaurants Limited	3351 Saviers Road	Oxnard	CA	93033	424/277-7002	
H730007	Zubair M. Kazi	13720 Van Nuys Blvd.	Pacoima	CA	91331	818/897-2309	
K312027	RBD California Restaurants Limited	2351 E. Avenue S	Palmdale	CA	93550	424/277-7318	
K312079	RBD California Restaurants Limited	15750 Vermont Ave	Paramount	CA	90723	213/733-7793	
D016008	E.M. Thomas Management, Inc.	2050 Fair Oaks Boulevard	Pasadena	CA	91103	626/797-1127	****
D271007	Diaz Group LLC	2896 E. Colorado Blvd	Pasadena	CA	91107	626/795-7739	
C004007	Zoom Foods Inc	820 North Lake Avenue	Pasadena	CA	91104	626/794-1159	
C750066	Argonaut California Ventures, Inc.	2405 Riverside Drive	Paso Robles	CA	93446	805/238-2407	
K312074	RBD California Restaurants Limited	2560 N. Perris Blvd.	Perris	CA	92571	951/420-3797	
D016022	Salfed Corp. of Los Angeles	9619 Sheep Creek Road	Phelan	CA	92371	760/868-6624	****
D016020	ISMO Management, Inc.	8646 E. Whittier Blvd.	Pico Rivera	CA	90660	562/268-2154	
E720463	Harman Management Corporation	1544 Fitzgerald Dr.	Pinole	CA	94564	510/222-6742	
E720027	Harman Management Corporation	2155 Railroad Avenue	Pittsburg	CA	94565	925/439-2101	
C004001	GIA Investment Group, LLC	1404 Kraemer Boulevard	Placentia	CA	92870	714/996-4590	
C072004	Venquest Investments and Properties LLC	73 Main Street	Placerville	CA	95667	530/621-4852	
E720208	Harman Management Corporation	635 Contra Costa Boulevard	Pleasant Hill	CA	94523	925/676-7800	*
D011011	Satwinder, Singh	2294 N. Garey Avenue	Pomona	CA	91767	909/596-4595	
D011012	Satwinder, Singh	375 E. Mission Blvd.	Pomona	CA	91766	909/620-9349	
K312062	RBD California Restaurants Limited	351 E Channel Islands Blvd	Port Hueneme	CA	93041	805/985-6661	
D412001	Joint Heirs Food Corporation	642 West Olive	Porterville	CA	93257	559/784-2288	
C191006	Marble USA Inc.	12660 Poway Rd	Poway	CA	92064	615/748-5979	
E720065	Harman Management Corporation	10399 Folsom Blvd.	Rancho Cordova	CA	95670	916/363-2661	*
K312060	RBD California Restaurants Limited	11425 Baseline Road	Rancho Cucamonga	CA	91730	909/466-7031	
D742002	Fried with Pride, Inc.	29840 Santa Margarita	Rancho Santa Margarita	CA	92688	949/858-6605	
C750128	Argonaut California Ventures, Inc.	135 Lake Blvd. East	Redding	CA	96003	530/395-1340	
K312039	RBD California Restaurants Limited	645 E. Redlands Boulevard	Redlands	CA	92373	909/792-5972	
E720043	Harman Management Corporation	204 El Camino Real	Redwood City	CA	94062	650/365-5360	
E720025	Harman Management Corporation	659 Woodside Road	Redwood City	CA	94061	650/365-1957	
C311001	Manuel Galhandro and Diana Galhandro	864 West Manning	Reedley	CA	93654	559/638-1041	
K312006	RBD California Restaurants Limited	223 E Foothill Blvd	Rialto	CA	92376	909/874-4547	
E720471	Harman Management Corporation	12319 San Pablo Avenue	Richmond	CA	94805	510/232-1527	
E720472	Harman Management Corporation	15555 San Pablo Ave.	Richmond	CA	94806	510/222-2814	*
K312080	RBD California Restaurants Limited	201 S China Lake Blvd	Ridgecrest	CA	93555	760/678-7476	
E720453	Harman Management Corporation	6328 Rio Linda Blvd.	Rio Linda	CA	95673	916/992-8772	*
041370	Kumar Management Corp. II, Inc.	1005 Highway 12	Rio Vista	CA	94571	707/374-7515	****

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K312070	RBD California Restaurants Limited	10061 Magnolia Ave	Riverside	CA	92503	951/689-0573	
K312057	RBD California Restaurants Limited	5225 Canyon Crest Dr., #84	Riverside	CA	92507	323/387-0724	
K312069	RBD California Restaurants Limited	6221 Van Buren Blvd.	Riverside	CA	92503	951/351-9778	
K312065	RBD California Restaurants Limited	7970 Limonite Ave.	Riverside	CA	92509	951/685-8485	
E720180	Harman Management Corporation	6700 Commerce Boulevard	Rohnert Park	CA	94928	707/584-9070	*
E720444	Harman Management Corporation	5130 Foothills Blvd.	Roseville	CA	95747	916/782-9333	*
E720441	Harman Management Corporation	1501 Meadowview Road	Sacramento	CA	95832	916/421-9876	
E720474	Harman Management Corporation	2312 Arden Way	Sacramento	CA	95825	916/927-2231	*
E720452	Harman Management Corporation	2920 Del Paso Road	Sacramento	CA	95834	916/419-8222	*
E720420	Harman Management Corporation	3551 Bradshaw Rd.	Sacramento	CA	95827	916/366-5511	
E720526	Harman Management Corporation	3791 Northgate Blvd	Sacramento	CA	95834	916/641-7798	
E720507	Harman Management Corporation	3820 Florin Road	Sacramento	CA	95823	916/422-1710	*
E720066	Harman Management Corporation	4219 Marconi Ave.	Sacramento	CA	95821	916/483-2728	*
E720324	Harman Management Corporation	5835 Madison Avenue	Sacramento	CA	95841	916/344-6755	
E720087	Harman Management Corporation	6099 Stockton Boulevard	Sacramento	CA	95824	916/421-2122	
E720202	Harman Management Corporation	7821 Alta Valley Drive	Sacramento	CA	95823	916/682-4414	
E720410	Harman Management Corporation	8335 Elk Grove Florin Road	Sacramento	CA	95829	916/525-2123	*
E720119	Harman Management Corporation	1209 South Main Street	Salinas	CA	93901	831/422-6469	
E720304	Harman Management Corporation	2040 North Main Street	Salinas	CA	93906	831/449-5069	
E720120	Harman Management Corporation	700 East Alisal Street	Salinas	CA	93905	831/424-2505	
K312046	RBD California Restaurants Limited	4694 University Parkway	San Bernardino	CA	92407	909/880-8118	
K312002	RBD California Restaurants Limited	808 W Highland Ave	San Bernardino	CA	92405	909/883-9411	
K312081	RBD California Restaurants Limited	905 N Waterman Ave	San Bernardino	CA	92410	909/956-1278	
C191001	Marble USA Inc.	12305 Alemania Road	San Diego	CA	92129	858/547-9744	
C191016	Marble USA Inc.	155 Marketplace Avenue	San Diego	CA	92113	619/262-1915	**
C191005	Marble USA Inc.	2829 University Ave	San Diego	CA	92104	619/297-0534	
C191024	Marble USA Inc.	4290 Clairemont Mesa Blvd	San Diego	CA	92117	858/274-1287	****
C191014	Marble USA Inc.	4380 Palm Avenue	San Diego	CA	92154	619/690-6362	
C191003	Marble USA Inc.	4545 El Cajon Blvd	San Diego	CA	92115	619/284-3975	
C191007	Marble USA Inc.	6745 Mira Mesa Blvd	San Diego	CA	92121	858/558-1581	
C191009	Marble USA Inc.	7049 Eastman Street	San Diego	CA	92111	858/492-9153	****
C191031	Marble USA Inc.	7180 Miramar Rd	San Diego	CA	92121	858/271-8559	****
K312004	RBD California Restaurants Limited	723 West Arrow Highway	San Dimas	CA	91773	909/592-5459	
C400003	RK Foods Enterprise Inc.	1327 San Fernando Road	San Fernando	CA	91340	818/365-4342	
E720158	Harman Management Corporation	1150 Taraval Street	San Francisco	CA	94116	415/731-3314	****

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E720048	Harman Management Corporation	4150 Geary Boulevard	San Francisco	CA	94118	415/387-7440	****
E720034	Harman Management Corporation	4285 Mission St.	San Francisco	CA	94112	415/334-8318	****
E720033	Harman Management Corporation	691 Eddy Street	San Francisco	CA	94109	415/673-2641	****
D016007	E.M. Thomas Management, Inc.	518 East Las Tunas Drive	San Gabriel	CA	91776	626/285-1227	
E720044	Harman Management Corporation	2342 Story Road	San Jose	CA	95122	408/272-2900	
E720165	Harman Management Corporation	2415 South King Road	San Jose	CA	95122	408/274-4053	****
E720082	Harman Management Corporation	250 North Bascom Avenue	San Jose	CA	95128	408/286-4537	****
E720207	Harman Management Corporation	2672 Cropley Avenue	San Jose	CA	95132	408/262-4444	
E720195	Harman Management Corporation	3098 McKee Road	San Jose	CA	95127	408/923-3260	
E720022	Harman Management Corporation	3144 South Bascom Avenue	San Jose	CA	95124	408/371-0944	*
E720322	Harman Management Corporation	3288 South White Road	San Jose	CA	95148	408/238-8687	
E720200	Harman Management Corporation	4162 Monterey Highway	San Jose	CA	95111	408/578-7331	
E720018	Harman Management Corporation	552 East Santa Clara Street	San Jose	CA	95112	408/298-8880	
E720133	Harman Management Corporation	626 Blossom Hill Road	San Jose	CA	95123	408/227-7151	
E720203	Harman Management Corporation	983 Meridian Avenue	San Jose	CA	95126	408/293-5494	
D016004	ISMO Management, Inc.	32032 Camino Capistrano	San Juan Capistrano	CA	92675	949/240-5963	
E720061	Harman Management Corporation	15179 Hesperian Boulevard	San Leandro	CA	94578	510/276-7666	
E720260	Harman Management Corporation	2187 Merced Street	San Leandro	CA	94577	510/483-7130	*
E720272	Harman Management Corporation	17630 Hesperian Blvd.	San Lorenzo	CA	94580	510/278-2294	
D742009	Fried with Pride, Inc.	201 S. Rancho Santa Fe Road	San Marcos	CA	92078	760/744-0672	
D742006	Fried with Pride, Inc.	771 Center Drive	San Marcos	CA	92069	760/781-3384	**
E720469	Harman Management Corporation	14400 San Pablo Avenue	San Pablo	CA	94806	510/965-0906	
K312005	RBD California Restaurants Limited	415 S Gaffey Street	San Pedro	CA	90731	310/833-5147	
E720121	Harman Management Corporation	555 Second Street	San Rafael	CA	94901	415/454-1482	****
E720301	Harman Management Corporation	2020 San Ramon Valley Boulevard	San Ramon	CA	94583	925/820-2124	
D011002	Satwinder, Singh	1345 South Main Street	Santa Ana	CA	92707	714/852-3922	
C301032	FLEW THE COOP, INC.	762 South Harbor Blvd.	Santa Ana	CA	92704	714/839-1340	
E101003	Sirajunissa Syed and Ansar Syed	515 N. Milpas St.	Santa Barbara	CA	93103	805/965-8825	
E720076	Harman Management Corporation	1353 El Camino Real	Santa Clara	CA	95050	408/244-7862	
D011022	Herb & Kaur Inc.	11464 Telegraph Rd	Santa Fe Springs	CA	90670	562/273-4682	
C750149	Argonaut California Ventures, Inc.	2207 South Broadway	Santa Maria	CA	93454	805/925-8382	
H730106	Kazi Foods, Inc.	150 E Harvard Blvd.	Santa Paula	CA	93060	805/525-5014	
E720204	Harman Management Corporation	2249 Santa Rosa Ave.	Santa Rosa	CA	95407	707/542-3757	
E720173	Harman Management Corporation	3205 Cleveland Avenue	Santa Rosa	CA	95403	707/528-1370	
E720338	Harman Management Corporation	401 Stony Point Road	Santa Rosa	CA	95401	707/528-0617	

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C191022	Marble USA Inc.	8890 Cuyamaca St	Santee	CA	92071	619/448-4890	
J681001	Baker Management Group, Inc.	1175 Fremont Boulevard	Seaside	CA	93955	831/899-2569	
D670010	J. F. Desmond Family Limited Partnership	2438 McCall Avenue	Selma	CA	93662	559/896-5871	
K565002	Saveed R. Karan	8800 Sepulveda Blvd.	Sepulveda	CA	91343	818/894-4500	
K312034	RBD California Restaurants Limited	1595 E. Los Angeles Avenue	Simi Valley	CA	93065	805/583-2631	
E720527	Harman Management Corporation	1001 Mono Way	Sonora	CA	95370	209/532-9571	
D271002	DIAZ MANAGEMENT INC	1927 North Durfee	South El Monte	CA	91733	626/579-0374	
K312077	RBD California Restaurants Limited	3420 Firestone Blvd	South Gate	CA	90280	323/387-0685	
C004009	Zoom Foods Inc	1318 Huntington Drive	South Pasadena	CA	91030	323/255-1800	
E720210	Harman Management Corporation	199 Airport Boulevard	South San Francisco	CA	94080	650/589-5472	****
C191027	Marble USA Inc.	8330 Paradise Valley Rd	Spring Valley	CA	91977	619/470-7153	****
E720019	Harman Management Corporation	134 East Charter Way	Stockton	CA	95206	209/466-0771	*
E720350	Harman Management Corporation	3264 West Hammer Lane	Stockton	CA	95209	209/478-5058	
E720296	Harman Management Corporation	3519 East Hammer Lane	Stockton	CA	95212	209/952-7128	*
E720038	Harman Management Corporation	4455 Pacific Ave.	Stockton	CA	95207	209/478-8830	
K710018	Kentucky Fried Chicken of Polly's, Inc.	26660 Encanto Dr	Sun City	CA	92585	951/679-5011	****
E720311	Harman Management Corporation	1065 East El Camino Real	Sunnyvale	CA	94087	408/246-8924	
E720355	Harman Management Corporation	1695 Hollenbeck Road	Sunnyvale	CA	94087	408/720-8586	****
E720157	Harman Management Corporation	340 West Maude Avenue	Sunnyvale	CA	94085	408/730-0511	
D662001	G. Ruiz Investments Corporation	3010 Riverside Drive	Susanville	CA	96130	530/251-2943	
H730063	Kazi Foods, Inc.	12910-B Foothill Boulevard	Sylmar	CA	91342	818-743-4670	
D016013	Cric Pro Corp	32425 Hwy 79	Temecula	CA	92592	951/302-2199	
K312025	RBD California Restaurants Limited	3605 E Thousand Oaks Blvd	Thousand Oaks	CA	91362	424/857-0942	
K710002	Kentucky Fried Chicken of Polly's, Inc.	16502 South Crenshaw Boulevard	Torrance	CA	90504	310/323-9600	
K312023	RBD California Restaurants Limited	2215 Sepulveda Blvd	Torrance	CA	90501	424/277-7750	
E720434	Harman Management Corporation	2290 W. Grant Line Road	Tracy	CA	95377	209/834-0786	*
D412002	Joint Heirs Food Corporation	845 E. Prosperity	Tulare	CA	93274	559/688-0204	
E720299	Harman Management Corporation	400 North Golden State Boulevard	Turlock	CA	95380	209/667-8058	
D742012	Fried with Pride, Inc.	1022 E. First Street	Tustin	CA	92780	714/731-8184	
K321001	Prendiville Investments Corp. III	1139 North State Street	Ukiah	CA	95482	707/462-8774	
K312061	RBD California Restaurants Limited	1188 W Foothill Blvd	Upland	CA	91786	909/981-4977	
E720090	Harman Management Corporation	980 Alamo Drive	Vacaville	CA	95687	707/448-7141	
E720467	Harman Management Corporation	1300 Georgia Street	Vallejo	CA	94590	707/643-1253	
E720504	Harman Management Corporation	2150 Redwood Street	Vallejo	CA	94590	707/554-1990	*
H730005	Zubair M. Kazi	14522 Burbank Blvd	Van Nuys	CA	91411	818/780-6990	

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K312003	RBD California Restaurants Limited	3553 Telegraph Rd	Ventura	CA	93003	805/644-3218	
K270004	T.G.G., Inc.	12125 Mariposa Road	Victorville	CA	92395	760/241-5113	
K270002	T.G.G., Inc.	14284 Outer 7th Street	Victorville	CA	92395	760/245-7975	
D412004	Joint Heirs Food Corporation	1699 East Noble Avenue	Visalia	CA	93292	559/733-4937	
D412005	Joint Heirs Food Corporation	5143 W. Walnut	Visalia	CA	93277	559/625-1742	
D742005	Fried with Pride, Inc.	840 E. Vista Way	Vista	CA	92084	760/941-1295	
J681002	Baker Management Group, Inc.	1610 Freedom Boulevard	Watsonville	CA	95076	831/722-3303	
D011016	Satwinder, Singh	19080 La Puente Road	West Covina	CA	91792	626/964-1145	
D011007	Satwinder, Singh	555 South Glendora Avenue	West Covina	CA	91790	626/338-6912	
E720041	Harman Management Corporation	812 Westacre Road	West Sacramento	CA	95691	916/371-0570	*
C301035	FLEW THE COOP, INC.	6641 Westminster Blvd.	Westminster	CA	92683	714/892-4911	
D011005	Satwinder, Singh	13106 Whittier Boulevard	Whittier	CA	90602	562/550-3166	
D011004	Satwinder, Singh	16161 Leffingwell Road	Whittier	CA	90603	562/943-1818	
C750151	Argonaut California Ventures, Inc.	226 N. Humboldt Avenue	Willows	CA	95988	530/934-7932	
E720437	Harman Management Corporation	6610 Hembree Lane	Windsor	CA	95492	707/837-8885	*
D011013	Satwinder, Singh	18585 Van Buren Blvd.	Woodcrest	CA	92504	951/780-5076	
C750177	Argonaut California Ventures, Inc.	83 West Main St.	Woodland	CA	95695	530/662-1390	
K710008	Kentucky Fried Chicken of Polly's, Inc.	17580 Yorba Linda	Yorba Linda	CA	92886	714/528-6420	
D118002	Steve DeClerck Enterprises, Inc.	1293 South Main Street	Yreka	CA	96097	530/842-5577	
C750136	Argonaut California Ventures, Inc.	438 Bridge St.	Yuba City	CA	95991	530/812-0700	
K710020	Kentucky Fried Chicken of Polly's, Inc.	33911 Yucaipa Boulevard.	Yucaipa	CA	92399	909/797-0715	**
K645001	Kentucky Fried Chicken of Alamosa, Inc.	2007 West Main Street	Alamosa	CO	81101	719/589-6297	
E720477	Harman Management Corporation	7785 Wadsworth Blvd.	Arvada	CO	80003	303/425-0975	*
E720232	Harman Management Corporation	9200 Ralston Road	Arvada	CO	80002	720/898-4243	****
E720325	Harman Management Corporation	15290 East Mississippi Avenue	Aurora	CO	80012	303/750-0307	
E720494	Harman Management Corporation	1551 S. Havana Street	Aurora	CO	80012	303/755-1196	*
E720327	Harman Management Corporation	16901 East Quincy	Aurora	CO	80015	303/680-6751	*
E720496	Harman Management Corporation	4740 Bromley Lane	Brighton	CO	80603	303/659-4462	
E720302	Harman Management Corporation	6400 West 120th Avenue	Broomfield	CO	80020	303/466-7796	*
C975113	Pueblo Chicken, LLC	2705 Fremont Drive	Canon City	CO	81212	719/315-5733	
C750111	Argonaut Food Partners, LLC	3219 F Road	Clifton	CO	81520	970/434-1946	
E720315	Harman Management Corporation	1050 North Academy Boulevard	Colorado Springs	CO	80909	719/375-1098	
E720330	Harman Management Corporation	1501 South Nevada Avenue	Colorado Springs	CO	80906	719/632-6601	
E720428	Harman Management Corporation	2835 New Center Point	Colorado Springs	CO	80922	719/597-5815	*
E720314	Harman Management Corporation	3101 W. Colorado Avenue	Colorado Springs	CO	80904	719/636-5031	*

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E720328	Harman Management Corporation	3255 South Academy Boulevard	Colorado Springs	CO	80916	719/390-5700	
E720352	Harman Management Corporation	5101 E. 60th Avenue	Commerce City	CO	80022	303/289-1104	
C183006	Wilma and George Taira & James and Kimberley Rich	2222 East Main Street	Cortez	CO	81321	970/565-6228	
C750086	Argonaut Food Partners Nuevo, LLC	707 West Victory Way	Craig	CO	81625	970/824-9230	****
E720411	Harman Management Corporation	15495 E. Andrews Drive	Denver	CO	80239	303/307-1400	*
E720267	Harman Management Corporation	1679 Federal Boulevard	Denver	CO	80204	303/629-9811	*
E720222	Harman Management Corporation	2815 Colorado Boulevard	Denver	CO	80207	303/331-6677	****
E720229	Harman Management Corporation	302 South Colorado Boulevard	Denver	CO	80246	303/399-7603	*
E720351	Harman Management Corporation	3110 South Sheridan	Denver	CO	80227	303/934-7434	****
E720510	Harman Management Corporation	4880 N. Tower Road	Denver	CO	80249	303/373-4020	
E720227	Harman Management Corporation	7140 Pecos Street	Denver	CO	80221	303/428-1438	*
E720436	Harman Management Corporation	7384 McLaughlin Rd.	Falcon	CO	80831	719/495-4211	*
E720525	Harman Management Corporation	4335 City Centre Blvd.	Firestone	CO	80504	303/772-3660	
E720386	Harman Management Corporation	1533 Prussman Boulevard	Fort Carson	CO	80913	719/579-8237	
E720432	Harman Management Corporation	1227 E. Magnolia	Fort Collins	CO	80524	970/482-6587	****
E720346	Harman Management Corporation	4001 South College Avenue	Fort Collins	CO	80525	970/223-0836	*
E720317	Harman Management Corporation	6660 Camden Ave.	Fountain	CO	80817	719/392-0426	*
C750084	Argonaut Food Partners, LLC	1000 Lake Point Drive	Frisco	CO	80443	970/668-3568	
C750110	Argonaut Food Partners, LLC	1111 North Avenue	Grand Junction	CO	81501	970/243-6222	
E720342	Harman Management Corporation	2413 8th Avenue	Greeley	CO	80631	970/352-3771	**
E720343	Harman Management Corporation	2804 West 10th Avenue	Greeley	CO	80634	970/356-3771	*
E720242	Harman Management Corporation	10220 West Colfax Ave.	Lakewood	CO	80215	303/237-9552	*
E720433	Harman Management Corporation	13109 W. Alameda Pkwy	Lakewood	CO	80228	303/716-0099	****
E720221	Harman Management Corporation	200 Wadsworth Boulevard	Lakewood	CO	80226	303/238-5666	*
E720475	Harman Management Corporation	2599 South Lewis Way	Lakewood	CO	80227	303/985-8041	*
E720336	Harman Management Corporation	1960 East County Line Road	Littleton	CO	80126	303/730-2988	*
E720226	Harman Management Corporation	2900 W. Belleview Avenue	Littleton	CO	80123	303/794-0774	*
E720443	Harman Management Corporation	8164 S. Kipling Parkway	Littleton	CO	80127	303/972-2121	****
E720486	Harman Management Corporation	2604 Main Street	Longmont	CO	80504	303/776-6560	*
E720413	Harman Management Corporation	1650 Foxtrail Dr.	Loveland	CO	80538	970/613-1150	****
E720511	Harman Management Corporation	2991 N. Garfield Avenue	Loveland	CO	80538	970/669-1100	
C750088	Argonaut Food Partners, LLC	2175 South Townsend	Montrose	CO	81401	970/249-6061	
C975115	Monument Chicken, LLC	16553 Cinematic View	Monument	CO	80132	719/203-1708	
E720223	Harman Management Corporation	10790 Washington Street	Northglenn	CO	80233	303/452-3628	
H730011	Zubair M. Kazi	1644 S. Prairie Avenue	Pueblo	CO	81005	719/564-0181	

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C975110	Pueblo Chicken, LLC	4171 N. Elizabeth Street	Pueblo	CO	81008	719/582-5416	
C750085	Argonaut Food Partners Nuevo, LLC	625 Snapdragon Way	Steamboat Springs	CO	80477	970/879-7618	****
E720390	Harman Management Corporation	2581 E. 120th Ave.	Thornton	CO	80233	303/452-8000	*
C975071	KB Enterprises, LLC	212 Nevada Avenue	Trinidad	CO	81082	719/846-7723	****
J188004	Pramukh, LLC	457-A US Highway 85-87	Walsenburg	CO	81089	719/738-2480	****
E720482	Harman Management Corporation	250 W. 136th Avenue	Westminster	CO	80234	720/929-9300	**
E720364	Harman Management Corporation	9185 North Federal Boulevard	Westminster	CO	80260	303/426-1529	
E685044	D.E. Foods, LLC	1000 Blue Hills Avenue	Bloomfield	CT	06002	860/242-8445	
F569014	QSR CT LLC	325 Boston Avenue	Bridgeport	CT	06610	203/334-0851	
F569017	QSR CT LLC	4301 North Main Street	Bridgeport	CT	06606	203/365-0542	
E685051	D.E. Foods, LLC	470 Farmington Avenue	Bristol	CT	06010	860/582-9439	
E685038	D.E. Foods, LLC	32 Shunpike Road	Cromwell	CT	06416	860/632-9888	
C160027	Kedis Enterprises 2, LLC	1 Federal Road	Danbury	CT	06811	203/748-3222	
C160030	Kedis Enterprises 3, LLC	91 North Street	Danbury	CT	06810	203/790-6601	
E685064	D.E. Foods, LLC	578 Providence Rd.	Danielson	CT	06239	860/774-7830	****
E340001	Talmdage Street, Inc.	7 Pershing Drive	Derby	CT	06418	203/734-9881	
E685045	D.E. Foods, LLC	300 Burnside Avenue	East Hartford	CT	06108	860/282-9596	
E685039	D.E. Foods, LLC	650 Main Street	East Haven	CT	06512	203/467-1645	
029318	Cantina Hospitality, LLC	41 Prospect Hill Rd.	East Windsor	CT	06088	860/623-0647	****
E685037	D.E. Foods, LLC	230 Route #12	Groton	CT	06340	860/449-1888	
E685054	D.E. Foods, LLC	1499 Dixwell Avenue	Hamden	CT	06514	203/288-8186	
E685046	D.E. Foods, LLC	501 Farmington Avenue	Hartford	CT	06105	860/232-9566	
E685050	D.E. Foods, LLC	779 Albany Avenue	Hartford	CT	06112	860/293-2060	
E685043	D.E. Foods, LLC	307 Middle Turnpike, West	Manchester	CT	06040	860/645-1388	
F569049	QSR CT LLC	722 East Main Street	Meriden	CT	06450	475/343-3632	
E685036	D.E. Foods, LLC	382 South Main Street	Middletown	CT	06457	860/346-5658	
F569020	QSR CT LLC	115 Bridge Street	Naugatuck	CT	06770	203/720-7445	
E685042	D.E. Foods, LLC	412 West Main Street	New Britain	CT	06052	860/224-6522	
E685053	D.E. Foods, LLC	311 Whalley Avenue	New Haven	CT	06511	203/777-5414	
E685040	D.E. Foods, LLC	451 Foxon Boulevard	New Haven	CT	06513	203/466-2556	
C160042	Thursday's Eatery, Inc.	315 Westport Ave	Norwalk	CT	06851	203/845-9057	****
C160044	Kedis Enterprises 7, LLC	75 Richards Ave.	Norwalk	CT	06854	203/286-3050	
E685063	D.E. Foods, LLC	45 Salem Turnpike	Norwich	CT	06360	860/886-7535	****
F569015	QSR CT LLC	480 Boston Post Road	Orange	CT	06477	203/795-3738	
E685075	D.E. Foods, LLC	64 Providence Pike	Putnam	CT	06260	860/792-6011	

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E685049	D.E. Foods, LLC	866 Queen Street	Southington	CT	06489	860/276-0535	
C160038	Thursday's Eatery, Inc.	285 W. Main Street	Stamford	CT	06902	203/358-8609	
F569018	QSR CT LLC	1322 Barnum Avenue	Stratford	CT	06614	203/375-4682	
E685052	D.E. Foods, LLC	581 Winsted Road	Torrington	CT	06790	860/482-7642	
E685041	D.E. Foods, LLC	328 Hartford Turnpike	Vernon Rockville	CT	06066	860/875-4961	
F569019	QSR CT LLC	649 West Main Street	Waterbury	CT	06702	203/754-0051	
F569016	QSR CT LLC	717 Lakewood Road	Waterbury	CT	06704	203/575-9835	
E685047	D.E. Foods, LLC	930 New Britain Avenue	West Hartford	CT	06110	860/953-9144	
E685048	D.E. Foods, LLC	31 Town Line Road	Wethersfield	CT	06109	860/257-7255	
E685062	D.E. Foods, LLC	1589 West Main Street	Willimantic	CT	06226	860/423-1188	
K071055	MITRA QSR KNE, LLC	220 Fox Hunt Dr.	Bear	DE	19701	302/836-0714	
K071091	MITRA QSR KNE, LLC	344 Walmart Drive	Camden	DE	19934	302/697-1250	****
K071056	MITRA QSR KNE, LLC	609 Naamans Rd	Claymont	DE	19703	302/792-0425	****
K071049	MITRA QSR KNE, LLC	223 S. Dupont Hwy.	Dover	DE	19901	302/734-5838	
J130046	Delaware Restaurants, LLC	1 Georgetown Plaza	Georgetown	DE	19947	302/856-9139	****
K071052	MITRA QSR KNE, LLC	649 N. DuPont Blvd.	Milford	DE	19963	302/422-7522	****
K071053	MITRA QSR KNE, LLC	112 N Dupont Hwy	New Castle	DE	19720	302/322-8075	
K071050	MITRA QSR KNE, LLC	134 N Dupont Blvd	Smyrna	DE	19977	302/653-2077	****
K071051	MITRA QSR KNE, LLC	1925 Lancaster Ave	Wilmington	DE	19805	302/575-1566	****
E685057	D.E. Foods, LLC	16134 NW US Highway 441	Alachua	FL	32615	352/316-7412	
E320134	EM Squared Miami, LLC	2333 Southeast Highway 70	Arcadia	FL	34266	863/494-1915	
G135950	FQSR, LLC (dba KBP Foods)	3105 Havendale Boulevard	Auburndale	FL	33823	863/967-9830	
G135046	FQSR, LLC (dba KBP Foods)	1492 N. Broadway Avenue	Bartow	FL	33830	863/533-5120	
G966011	Lisa A. Barton and Doris A. Lewis	959 South Main Street	Belle Glade	FL	33430	561/996-7783	
L518062	Tasty Chick'n Southeast, LLC	5120 SE Abshier Blvd	Bellevue	FL	34420	352/245-5663	
G964018	K-Corp. Lee, Inc.	28200 S. Tamiami Trail	Bonita Springs	FL	34134	239/495-6599	
E320074	EM Squared, LLC	131 E. Boynton Beach Blvd.	Boynton Beach	FL	33435	561/369-3822	
E320075	EM Squared, LLC	360 North Congress Ave.	Boynton Beach	FL	33426	561/731-0188	
G135687	FQSR, LLC (dba KBP Foods)	1420 Cortez Road West	Bradenton	FL	34207	941/755-4770	
G135688	FQSR, LLC (dba KBP Foods)	525 First Street East	Bradenton	FL	34208	941/746-7393	
G135690	FQSR, LLC (dba KBP Foods)	6440 E. State Road 64	Bradenton	FL	34208	941/748-3353	**
G974001	Phil Mook Enterprises, Inc.	1102 West Brandon Blvd.	Brandon	FL	33511	813/689-1807	
G964019	Gyarmathy & Associates, Inc.	1145 U.S. Highway 41, S.	Brooksville	FL	34602	352/796-4124	
G979016	E.A.P. Management Corp.	1969 W. County Road 48	Bushnell	FL	33513	352/568-0078	****
G964022	K-Corp. Lee, Inc.	20 Hancock Bridge Parkway	Cape Coral	FL	33991	239/573-9680	

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G964014	K-Corp. Lee, Inc.	2210 South Del Prado Boulevard	Cape Coral	FL	33990	239/772-2289	
G112008	FLG Chicken, LLC	1107 North Young Blvd.	Chiefland	FL	32626	352/221-9757	
J053001	CJS Group, Inc.	1594 Main Street	Chipley	FL	32428	850/638-1988	
E320155	EM Squared, LLC	4775 Seminole Pratt Whitney Rd	City Of Westlake	FL	33470	561/494-6155	
G135064	FQSR, LLC (dba KBP Foods)	1648 S. Missouri Avenue	Clearwater	FL	33756	727/518-1735	****
G135050	FQSR, LLC (dba KBP Foods)	1960 Gulf To Bay Boulevard	Clearwater	FL	33765	727/446-5935	
G979012	Central Florida KFC, Inc.	590 E. South Highway 50	Clermont	FL	34711	352/394-3659	
G966001	Lisa A. Barton and Doris A. Lewis	411 West Sugarland Highway	Clewiston	FL	33440	863/983-8373	
E320121	EM Squared Miami, LLC	5990 S. Flamingo Road	Cooper City	FL	33330	954/252-6096	****
G135319	FQSR, LLC (dba KBP Foods)	10395 W. Sample Rd.	Coral Springs	FL	33065	954/753-9053	
E320122	EM Squared Miami, LLC	5850 Wiles Road	Coral Springs	FL	33067	954/753-7353	****
F569052	QSR East LLC	511 North Ferdon Boulevard	Crestview	FL	32536	850/683-5310	
G974004	Phil Mook Enterprises, Inc.	13245 U.S. Highway 301	Dade City	FL	33525	352/567-5580	
G979018	E.A.P. Management Corp.	4200 SW 64th Ave.	Davie	FL	33314	954/584-1066	****
L518150	Tasty Chick'n Southeast, LLC	948 Mason Avenue	Daytona Beach	FL	32117	386/256-2377	
F569056	QSR East LLC	2482 US Hwy. 331 S	De Funiak Springs	FL	32435	850/564-6386	
E320089	EM Squared, LLC	177 N. Powerline Rd.	Deerfield Beach	FL	33442	954/420-9194	
E320083	EM Squared, LLC	14470 So. Military Trail	Delray Beach	FL	33484	561/495-3982	
E320073	EM Squared, LLC	360 Linton Blvd.	Delray Beach	FL	33444	561/276-5903	
F569059	QSR East LLC	956 Patricia Ave	Dunedin	FL	34698	727/733-1856	
L518098	Tasty Chick'n Southeast, LLC	11583 N. Williams St.	Dunnellon	FL	34432	352/489-5850	
G112002	FLG Chicken, LLC	349 E. Semoran Boulevard	Fern Park	FL	32730	407/834-5570	
G135308	FQSR, LLC (dba KBP Foods)	232 S.E. 1st Avenue	Florida City	FL	33034	305/248-1509	****
E320112	EM Squared Miami, LLC	3061 W Sunrise Blvd	Fort Lauderdale	FL	33311	954/584-2288	
G135318	FQSR, LLC (dba KBP Foods)	3100 W Broward Blvd.	Fort Lauderdale	FL	33312	954/583-1824	
E320113	EM Squared Miami, LLC	401 W Broward Blvd	Fort Lauderdale	FL	33312	954/467-8183	
G979020	E.A.P. Management Corp.	990 W. Commercial Blvd.	Fort Lauderdale	FL	33309	954/492-8191	
G964010	K-Corp. Lee, Inc.	12250 South Cleveland Avenue	Fort Myers	FL	33907	239/936-1020	
G964008	K-Corp. Lee, Inc.	4336 Palm Beach Boulevard	Fort Myers	FL	33905	239/694-2145	
G135249	FQSR, LLC (dba KBP Foods)	2801 Reynolds Drive	Fort Pierce	FL	34945	772/595-0798	**
G135247	FQSR, LLC (dba KBP Foods)	405 South Fourth Street	Fort Pierce	FL	34950	772/464-3340	
J718323	JRN, Inc.	500 Mary Esther Cutoff	Fort Walton Beach	FL	32548	850/243-5700	
E685031	D.E. Foods, LLC	1231 East University Avenue	Gainesville	FL	32641	352/372-2984	
E685030	D.E. Foods, LLC	3525 Southwest Archer Road	Gainesville	FL	32608	352/375-7899	
E685034	D.E. Foods, LLC	3750 NW 13th Street	Gainesville	FL	32609	352/373-6333	

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E320078	EM Squared, LLC	4507 Lake Worth Road	Greenacres	FL	33463	561/968-2461	
E320087	EM Squared, LLC	6712 Forest Hills Blvd.	Greenacres	FL	33413	561/432-9222	
G112007	FLG Chicken, LLC	14405 Monte Vista Road	Groveland	FL	34736	352/366-2587	
K584010	Noble Pursuit, LLC	35854 Highway 27	Haines City	FL	33844	863/419-0310	
G135317	FQSR, LLC (dba KBP Foods)	815 W Hallandale Beach Blvd	Hallandale	FL	33009	954/454-5618	
E320108	EM Squared Miami, LLC	15402 NW 77th Ct	Hialeah	FL	33016	305/822-9815	
E320102	EM Squared Miami, LLC	444 Hialeah Dr	Hialeah	FL	33010	305/888-6946	
G135941	FQSR, LLC (dba KBP Foods)	6725 West 28th Avenue	Hialeah	FL	33016	305/821-1518	
G135940	FQSR, LLC (dba KBP Foods)	811 West 49th Street	Hialeah	FL	33012	305/821-8661	
G135942	FQSR, LLC (dba KBP Foods)	8001 NW 95th Street	Hialeah Gardens	FL	33016	305/828-8556	****
G135622	FQSR, LLC (dba KBP Foods)	2039 US Hwy19	Holiday	FL	34691	727/626-3529	
G979004	E.A.P. Management Corp.	5951 Sheridan Street	Hollywood	FL	33021	954/963-5226	
E320101	EM Squared Miami, LLC	30010 S. Federal Hwy.	Homestead	FL	33033	305/247-1590	
E320150	EM Squared Miami, LLC	3055 NE 8th St	Homestead	FL	33033	786/728-9163	
E320135	EM Squared Miami, LLC	630 N. 15th Street	Immokalee	FL	34142	239/324-0264	
L518057	Tasty Chick'n Southeast, LLC	1007 Lane Ave S	Jacksonville	FL	32205	904/783-3947	
L518069	Tasty Chick'n Southeast, LLC	10770 Beach Blvd	Jacksonville	FL	32246	904/996-8711	
L518060	Tasty Chick'n Southeast, LLC	1146 Dunn Ave	Jacksonville	FL	32218	904/757-4454	
L518077	Tasty Chick'n Southeast, LLC	1909 N. Main Street	Jacksonville	FL	32206	904/354-7062	
L518078	Tasty Chick'n Southeast, LLC	2258 Edgewood Ave. W	Jacksonville	FL	32209	904/765-2788	
L518058	Tasty Chick'n Southeast, LLC	3930 University Blvd W	Jacksonville	FL	32217	904/737-2252	
L518068	Tasty Chick'n Southeast, LLC	4201 Oldfield Crossing Drive	Jacksonville	FL	32223	904/288-5717	
L518065	Tasty Chick'n Southeast, LLC	4495 Roosevelt Blvd.	Jacksonville	FL	32210	904/388-9341	****
L518059	Tasty Chick'n Southeast, LLC	7276 103rd Street	Jacksonville	FL	32210	904/772-9449	
L518066	Tasty Chick'n Southeast, LLC	8003 Merrill Rd	Jacksonville	FL	32277	904/744-1010	
L518063	Tasty Chick'n Southeast, LLC	8033 Normandy Blvd	Jacksonville	FL	32221	904/693-0459	
L518093	Tasty Chick'n Southeast, LLC	8227 Old Middleburg Rd S	Jacksonville	FL	32222	904/544-4990	
L518061	Tasty Chick'n Southeast, LLC	8761 Baymeadows Rd	Jacksonville	FL	32256	904/737-9724	
L518064	Tasty Chick'n Southeast, LLC	9551 Regency Square Blvd North	Jacksonville	FL	32225	904/805-0831	
G135250	FQSR, LLC (dba KBP Foods)	3315 N.W. Federal Highway	Jensen Beach	FL	34957	772/692-9618	
E320084	EM Squared, LLC	6700 W. Indiantown Rd.	Jupiter	FL	33458	561/575-7225	
G112011	FLG Chicken, LLC	8557 W Irlo Bronson Memorial Hwy	Kissimmee	FL	34747	689/888-0521	
L940026	Lyon Management Co., Inc.	313 S.W. Baya Drive	Lake City	FL	32025	386/755-5899	
G112001	FLG Chicken, LLC	3890 Lake Emma Road	Lake Mary	FL	32746	386/742-6773	
G135246	FQSR, LLC (dba KBP Foods)	885 U.S. Highway 60 West	Lake Wales	FL	33853	863/676-8085	

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E320099	EM Squared, LLC	4081 South State Rd 7	Lake Worth	FL	33449	561/291-7254	
G135060	FQSR, LLC (dba KBP Foods)	3630 U.S. Highway 98, N.	Lakeland	FL	33809	863/816-9193	
G135047	FQSR, LLC (dba KBP Foods)	5204 S. Florida Avenue	Lakeland	FL	33813	863/644-4199	
G135049	FQSR, LLC (dba KBP Foods)	727 E. Memorial Boulevard	Lakeland	FL	33801	863/688-2111	****
G135870	FQSR, LLC (dba KBP Foods)	17750 Aprile Dr.	Land O Lakes	FL	34638	813/618-5058	
G974009	Phil Mook Enterprises, Inc.	21617 Village Lakes Shopping Center	Land O' Lakes	FL	34639	813/949-9549	
E320079	EM Squared, LLC	1226 West Lantana	Lantana	FL	33462	561/582-9881	
E320125	EM Squared Miami, LLC	3298 N State Road 7	Lauderdale Lakes	FL	33319	954/733-5427	
G979010	Central Florida KFC, Inc.	700 North 14th Street	Leesburg	FL	34748	352/787-7590	
L940025	Lyon Management Co., Inc.	823 South Ohio Avenue	Live Oak	FL	32064	386/362-4455	
F569055	QSR SE LLC	2209 So. Hwy. 77	Lynn Haven	FL	32444	850/271-3676	
L518076	Tasty Chick'n Southeast, LLC	1480 S. 6th Street	Macclenny	FL	32063	904/259-6079	
G135309	FQSR, LLC (dba KBP Foods)	6501 Overseas Highway	Marathon	FL	33050	305/743-6644	****
E320115	EM Squared Miami, LLC	2446 N. State Road 7	Margate	FL	33063	954/971-0711	
F569050	QSR East LLC	4337 Lafayette Street	Marianna	FL	32446	850/526-1458	
H690010	Arnold & Sons, LLC	3000 Lake Washington Road	Melbourne	FL	32934	321/242-1656	
G112012	FLG Chicken, LLC	155 East Merritt Island Causeway	Merritt Island	FL	32952	321/380-4370	
E320131	EM Squared Miami, LLC	10725 NW 41st Street	Miami	FL	33178	305/629-8342	****
E320132	EM Squared Miami, LLC	11585 Quail Roost Drive	Miami	FL	33157	305/971-8556	****
E320128	EM Squared Miami, LLC	11975 SW 152nd Street	Miami	FL	33177	305/233-6317	
E320129	EM Squared Miami, LLC	12566 SW 120th St.	Miami	FL	33186	305/255-7836	
E320107	EM Squared Miami, LLC	13200 SW 8th St	Miami	FL	33184	305/221-2740	
E320106	EM Squared Miami, LLC	14081 SW 88th St.	Miami	FL	33186	305/385-7209	
E320110	EM Squared Miami, LLC	14790 SW 56th St	Miami	FL	33185	305/383-2663	****
E320109	EM Squared Miami, LLC	19775 S Dixie Hwy.	Miami	FL	33157	305/378-1350	
E320117	EM Squared Miami, LLC	2375 SW 8th Street	Miami	FL	33135	305/649-6055	****
G135316	FQSR, LLC (dba KBP Foods)	3515 N.W. Seventh Avenue	Miami	FL	33127	305/633-0603	
E320126	EM Squared Miami, LLC	3535 SW 22nd Street	Miami	FL	33145	305/446-9612	
E320120	EM Squared Miami, LLC	3855 NW 27th Avenue	Miami	FL	33142	305/638-1844	****
K478005	Sayed Food Enterprises, Inc.	5826 Bird Road	Miami	FL	33155	305/666-2130	
K478007	Sayed Food Enterprises, Inc.	6195 NW 27th Ave.	Miami	FL	33142	305/633-8397	
E320105	EM Squared Miami, LLC	701 NW 119th St	Miami	FL	33168	305/685-7608	
E320130	EM Squared Miami, LLC	720 NW 37th Avenue	Miami	FL	33125	305/642-6169	
E320104	EM Squared Miami, LLC	7360 SW 117th Ave	Miami	FL	33183	305/271-9827	
029536	Luihn VantEdge Partners, LLC	8363 W Flagler Street	Miami	FL	33144	305/267-1356	****

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K478006	Sayed Food Enterprises, Inc.	8760 Coral Way	Miami	FL	33165	305/226-3596	
E320103	EM Squared Miami, LLC	949 SW 107th Ave.	Miami	FL	33174	305/221-9169	
G135298	FQSR, LLC (dba KBP Foods)	17701 NW 27th Avenue	Miami Gardens	FL	33056	305/620-1341	
E320119	EM Squared Miami, LLC	4800 NW 183rd Street	Miami Gardens	FL	33055	305/624-8774	
E685035	D.E. Foods, LLC	2693 Blanding Blvd.	Middleburg	FL	32068	904/282-3279	
G979007	E.A.P. Management Corp.	3650 Utopia Drive	Miramar	FL	33023	954/894-3510	****
G979002	E.A.P. Management Corp.	6090 Miramar Parkway	Miramar	FL	33023	954/987-7806	
G964013	K-Corp. Collier, Inc.	12225 Collier Boulevard	Naples	FL	34116	239/455-1883	
J718324	JRN, Inc.	8688 Navarre Parkway	Navarre	FL	32566	850/936-9600	
L518075	Tasty Chick'n Southeast, LLC	626 Atlantic Boulevard	Neptune Beach	FL	32266	904/241-0544	
G135058	FQSR, LLC (dba KBP Foods)	4312 U.S. Highway 19	New Port Richey	FL	34652	727/817-1843	****
F569062	QSR SE LLC	8242 Little Road	New Port Richey	FL	34654	727/815-3815	****
G964009	K-Corp. Lee, Inc.	13160 Highway 41 North	North Fort Myers	FL	33903	239/997-1313	
E320124	EM Squared Miami, LLC	7107 W McNab Road	North Lauderdale	FL	33068	954/597-7533	
G135299	FQSR, LLC (dba KBP Foods)	13801 North East Biscayne Boulevard	North Miami Beach	FL	33181	305/948-3810	
G135297	FQSR, LLC (dba KBP Foods)	16215 Northeast 15th Avenue	North Miami Beach	FL	33162	305/947-7056	
G979005	E.A.P. Management Corp.	20285 Northwest 2nd Avenue	North Miami Beach	FL	33169	305/653-4405	
E320080	EM Squared, LLC	2561 Northlake Blvd.	North Palm Beach	FL	33403	561/845-6115	
E320151	EM Squared Miami, LLC	5682 TUSCOLA BLVD	North Port	FL	34287	941/282-3152	
E320116	EM Squared Miami, LLC	2101 W Oakland Blvd	Oakland Park	FL	33311	954/739-5932	
L518092	Tasty Chick'n Southeast, LLC	3615 West Silver Springs Blvd	Ocala	FL	34475	352/496-7547	
L518067	Tasty Chick'n Southeast, LLC	3810 SW College Rd	Ocala	FL	34474	352/873-9510	
G112010	FLG Chicken, LLC	3815 E Silver Springs Blvd	Ocala	FL	34470	352/421-3725	
G966010	Lisa A. Barton and Doris A. Lewis	3387 Highway 441 South	Okeechobee	FL	34974	863/763-2239	
L518070	Tasty Chick'n Southeast, LLC	17 Blanding Blvd	Orange Park	FL	32073	904/269-7722	
G112004	FLG Chicken, LLC	12195 S. Apopka Vineland Rd.	Orlando	FL	32836	407/778-4571	
G112003	FLG Chicken, LLC	426 East Michigan Street	Orlando	FL	32806	689/218-0014	**
G112006	FLG Chicken, LLC	6607 West Colonial Drive	Orlando	FL	32818	407/362-1649	
L518164	Tasty Chick'n Southeast, LLC	294 West Granada Avenue	Ormond Beach	FL	32174	386/672-8331	
J718320	JRN, Inc.	4683 Highway 90	Pace	FL	32571	850/910-4650	
H690006	Arnold & Sons, LLC	4901 Babcock Street, N.E.	Palm Bay	FL	32905	321/951-2795	
L518166	Tasty Chick'n Southeast, LLC	3 Old Kings Road	Palm Coast	FL	32137	386/445-7373	
F569057	QSR East LLC	33420 US Highway 19 North	Palm Harbor	FL	34684	727/771-8384	
F569053	QSR SE LLC	427 S. Tyndall Parkway	Panama City	FL	32404	850/784-0777	
G979008	E.A.P. Management Corp.	15821 Pines Blvd.	Pembroke Pines	FL	33027	954/438-7278	****

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G979003	E.A.P. Management Corp.	1836 University Drive	Pembroke Pines	FL	33024	954/432-6560	
G979006	E.A.P. Management Corp.	9951 Pines Blvd.	Pembroke Pines	FL	33024	954/435-2315	
J718317	JRN, Inc.	5 W. Nine Mile Road	Pensacola	FL	32534	850/478-1310	
J718210	JRN, Inc.	5080 N. 9th Ave.	Pensacola	FL	32504	850/484-6411	
J718314	JRN, Inc.	6000 Mobile Highway	Pensacola	FL	32526	850/944-4353	
E685033	D.E. Foods, LLC	2100 South Byron Butler	Perry	FL	32348	850/584-7914	
G135044	FQSR, LLC (dba KBP Foods)	6595 Park Boulevard	Pinellas Park	FL	33781	727/544-2345	
G974006	Phil Mook Enterprises, Inc.	2305 James L Redman Parkway	Plant City	FL	33563	813/752-0437	
E320111	EM Squared Miami, LLC	8221 West Broward Blvd	Plantation	FL	33324	954/472-6177	****
E320090	EM Squared, LLC	2292 N. Federal Hwy.	Pompano Beach	FL	33062	754/205-0985	
E320114	EM Squared Miami, LLC	341 W Atlantic Blvd	Pompano Beach	FL	33060	954/785-8406	
G964006	K-Corp. Charlotte, Inc.	4635 Tamiami Trail	Port Charlotte	FL	33980	941/625-1200	
L518165	Tasty Chick'n Southeast, LLC	1035 Dunlawton Avenue	Port Orange	FL	32127	386/760-1835	
G135055	FQSR, LLC (dba KBP Foods)	11818 U.S. Highway 19	Port Richey	FL	34668	727/861-0973	****
H690002	Arnold & Sons, LLC	6105 No U.S. Highway, 1 (Cocoa)	Port Saint John	FL	32927	321/633-1461	
G135265	FQSR, LLC (dba KBP Foods)	1641 N.W. Saint Lucie West Boulevard	Port Saint Lucie	FL	34986	772/873-1585	****
G135251	FQSR, LLC (dba KBP Foods)	246 S.W. Port St. Lucie Boulevard	Port Saint Lucie	FL	34984	772/340-3746	
L518159	Tasty Chick'n Southeast, LLC	1307 W. Jefferson St.	Quincy	FL	32351	850/627-8700	
G974016	Phil Mook Enterprises, Inc.	7007 US 301 S	Riverview	FL	33578	813/741-9833	
E320081	EM Squared, LLC	1581 W. Blue Heron Blvd.	Riviera Beach	FL	33404	561/848-5219	
G112005	FLG Chicken, LLC	1842 Rockledge Blvd	Rockledge	FL	32955	321/208-8083	
E320082	EM Squared, LLC	667 Royal Palm Beach Blvd.	Royal Palm Beach	FL	33411	561/798-8803	
G974012	Phil Mook Enterprises, Inc.	3102 College Avenue East	Ruskin	FL	33570	813/641-3707	
F569051	QSR SE LLC	2430 34th St S	Saint Petersburg	FL	33711	727/321-0937	
G135052	FQSR, LLC (dba KBP Foods)	6300 Ninth Street, N.	Saint Petersburg	FL	33702	727/527-1440	
G135037	FQSR, LLC (dba KBP Foods)	770 34th Street, N.	Saint Petersburg	FL	33713	727/323-5016	
J718291	JRN, Inc.	3780 Bee Ridge Road	Sarasota	FL	34233	941/925-4535	
G135689	FQSR, LLC (dba KBP Foods)	6301 15th Street E	Sarasota	FL	34243	941/753-1217	
G135245	FQSR, LLC (dba KBP Foods)	1809 U.S. Highway 1	Sebastian	FL	32958	772/589-0170	****
K584012	Noble Pursuit, LLC	960 U.S. Highway 27, N.	Sebring	FL	33870	863/402-1150	
G974007	Phil Mook Enterprises, Inc.	803 Dr. Martin Luther King Boulevard	Seffner	FL	33584	813/681-8666	
E685032	D.E. Foods, LLC	640 South Walnut	Starke	FL	32091	904/964-5126	
G135266	FQSR, LLC (dba KBP Foods)	2419 SE Federal Highway	Stuart	FL	34994	772/286-1188	**
E320118	EM Squared Miami, LLC	2491 North University Dr	Sunrise	FL	33322	954/747-4727	
E320123	EM Squared Miami, LLC	3300 N. Nob Hill Road	Sunrise	FL	33351	954/578-1910	

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L518151	Tasty Chick'n Southeast, LLC	2828 North Monroe Street	Tallahassee	FL	32303	850/807-9054	
L518156	Tasty Chick'n Southeast, LLC	3008 Apalachee Parkway	Tallahassee	FL	32301	850/877-7620	
L518167	Tasty Chick'n Southeast, LLC	4650 W. Tennessee Street	Tallahassee	FL	32304	850/580-8502	
E320133	EM Squared Miami, LLC	7556 NW 58th Street	Tamarac	FL	33321	754/220-2516	
G135063	FQSR, LLC (dba KBP Foods)	1605 W. Kennedy Boulevard	Tampa	FL	33606	813/253-3970	****
G135041	FQSR, LLC (dba KBP Foods)	1733 N. 50th Street	Tampa	FL	33619	813/248-6936	
G135056	FQSR, LLC (dba KBP Foods)	2212 E. Fowler Avenue	Tampa	FL	33612	813/866-9690	
G135045	FQSR, LLC (dba KBP Foods)	3202 E. Hillsborough Avenue	Tampa	FL	33610	813/237-5231	
G135038	FQSR, LLC (dba KBP Foods)	3509 E. Busch Boulevard	Tampa	FL	33612	813/988-3370	
G135040	FQSR, LLC (dba KBP Foods)	4302 N. Armenia Avenue	Tampa	FL	33607	813/877-1908	****
G135048	FQSR, LLC (dba KBP Foods)	4402 W. Gandy Boulevard	Tampa	FL	33611	813/837-5391	
G135059	FQSR, LLC (dba KBP Foods)	5367 Ehrlich Road	Tampa	FL	33625	813/908-9859	****
G135039	FQSR, LLC (dba KBP Foods)	7605 W. Hillsborough Avenue	Tampa	FL	33615	813/884-4372	
G135053	FQSR, LLC (dba KBP Foods)	8201 N. Florida Avenue	Tampa	FL	33604	813/990-8258	
G135043	FQSR, LLC (dba KBP Foods)	8550 N. Dale Mabry Highway	Tampa	FL	33614	813/933-4667	
G979021	Central Florida KFC, Inc.	3860 Wedgewood Lane	The Villages	FL	32162	352/561-8489	
G112013	FLG Chicken, LLC	939 N Central Ave	Umatilla	FL	32784	352/771-9001	
G135244	FQSR, LLC (dba KBP Foods)	4040 20th Street	Vero Beach	FL	32960	772/569-3830	
K584011	Noble Pursuit, LLC	899 S. Sixth Avenue	Wauchula	FL	33873	863/773-4975	
E320098	EM Squared, LLC	1249 Palm Beach Lakes Blvd	West Palm Beach	FL	33401	561/484-7628	
E320086	EM Squared, LLC	2525 South Military Trail	West Palm Beach	FL	33415	561/433-9150	
E320085	EM Squared, LLC	3045 North Military Trail	West Palm Beach	FL	33409	561/686-6135	
E320077	EM Squared, LLC	4720 Broadway	West Palm Beach	FL	33407	561/848-6211	
E320076	EM Squared, LLC	980 North Military Trail	West Palm Beach	FL	33415	561/683-8898	
G135051	FQSR, LLC (dba KBP Foods)	401 Cypress Gardens Boulevard, S.E.	Winter Haven	FL	33880	863/299-1990	
L518079	Tasty Chick'n Southeast, LLC	76106 Sidney Place	Yulee	FL	32097	904/225-8643	
G974008	Phil Mook Enterprises, Inc.	5506 North Gall Boulevard	Zephyrhills	FL	33542	813/782-3502	
G135088	FQSR, LLC (dba KBP Foods)	5040 Cherokee Street	Acworth	GA	30101	770/974-5420	
G135092	FQSR, LLC (dba KBP Foods)	6760 Highway 92	Acworth	GA	30102	770/926-0160	****
J718203	JRN, Inc.	1723 E Oglethorpe Blvd	Albany	GA	31705	229/439-0181	
J718219	JRN, Inc.	2727 Dawson Rd.	Albany	GA	31707	229/438-0427	
J718204	JRN, Inc.	400 Oglethorpe Avenue	Albany	GA	31701	229/883-2734	
L940006	Walter W. Lyon	502 S. Pierce Street	Alma	GA	31510	912/632-8200	
L940020	Lyon Management Co., Inc.	102 Tripp St	Americus	GA	31709	229/591-2325	
G135180	FQSR, LLC (dba KBP Foods)	2150 Barnett Shoals Road	Athens	GA	30605	706/549-4371	

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G135106	FQSR, LLC (dba KBP Foods)	23 Joseph E Lowery Blvd. SW	Atlanta	GA	30314	404/756-9481	
G135118	FQSR, LLC (dba KBP Foods)	2475 Bouldercrest Rd. SE	Atlanta	GA	30316	404/241-8429	
G135112	FQSR, LLC (dba KBP Foods)	2840 Greenbriar Pkwy. SW	Atlanta	GA	30331	404/344-6568	
G135117	FQSR, LLC (dba KBP Foods)	3510 Cascade Rd. SW	Atlanta	GA	30331	404/696-4343	
G135107	FQSR, LLC (dba KBP Foods)	3604 Bakers Ferry Rd SW	Atlanta	GA	30331	404/696-3186	****
G135074	FQSR, LLC (dba KBP Foods)	3901 Buford Hwy NE	Atlanta	GA	30329	404/634-8416	
G135109	FQSR, LLC (dba KBP Foods)	5245 Old National Hwy	Atlanta	GA	30349	404/761-6972	
D241027	PMTD Restaurants, LLC	1816 Walton Way	Augusta	GA	30904	706/738-3421	
D241029	PMTD Restaurants, LLC	2029 Windsor Springs Road	Augusta	GA	30906	706/798-3127	
E960050	Savannah Service & Food (YUM), LLC	3425 Wrightsboro Road	Augusta	GA	30909	706/750-0970	
F569072	QSR SE LLC	1015 E. Shotwell St.	Bainbridge	GA	39819	229/246-3696	
L940002	Lyon Management Co., Inc.	400 East Parker Street	Baxley	GA	31513	912/367-4600	
E320022	Fulenwider Enterprises, Inc.	369 Bracketts Way	Blairsville	GA	30512	706/745-1618	
J064001	Lot Chicken, L.L.C.	155 U.S. Highway 27 Bypass	Bremen	GA	30110	770/824-5487	****
E960008	Inman & Mary Sue Hodges Ltd Partnership*	400 Warren Mason Highway	Brunswick	GA	31520	912/267-0384	
G135077	FQSR, LLC (dba KBP Foods)	4368 Highway 20	Buford	GA	30518	770/945-4878	
G135097	FQSR, LLC (dba KBP Foods)	723 Highway 53	Calhoun	GA	30701	706/629-2992	
L278001	R&R Atlanta LLC	1855 Marietta Highway	Canton	GA	30114	770/479-5182	
G135089	FQSR, LLC (dba KBP Foods)	575 Bankhead Hwy	Carrollton	GA	30117	770/834-5723	
G135100	FQSR, LLC (dba KBP Foods)	255 Cherokee Place	Cartersville	GA	30121	770/382-7787	
J718152	JRN, Inc.	1043 North Third Avenue	Chatsworth	GA	30705	706/517-2562	
J718301	JRN, Inc.	1801 South Lumpkin Road	Columbus	GA	31903	706/687-7276	
J718300	JRN, Inc.	1934 Manchester Expressway	Columbus	GA	31904	706/571-6222	
J718302	JRN, Inc.	3100 Buena Vista Road	Columbus	GA	31906	706/687-6979	
J718296	JRN, Inc.	5615 Milgen Road	Columbus	GA	31907	706/569-9688	
J718299	JRN, Inc.	6760 Veterans Parkway	Columbus	GA	31909	706/653-0213	
G135070	FQSR, LLC (dba KBP Foods)	1675 Highway 138 SE	Conyers	GA	30013	770/483-1900	
G135079	FQSR, LLC (dba KBP Foods)	2430 Salem Road SE	Conyers	GA	30013	770/785-9336	
J718208	JRN, Inc.	1504 E. 16th Avenue	Cordele	GA	31015	229/273-8617	
D241012	PMTD Restaurants, LLC	1467 Highway 441 Bypass	Cornelia	GA	30531	706/776-2874	
G135076	FQSR, LLC (dba KBP Foods)	6103 Highway 278 NW	Covington	GA	30014	770/784-5714	
G135078	FQSR, LLC (dba KBP Foods)	695 Atlanta Rd	Cumming	GA	30040	770/887-8522	
G135090	FQSR, LLC (dba KBP Foods)	1245 Merchants Drive	Dallas	GA	30132	770/443-2056	
J718223	JRN, Inc.	1433 W. Walnut Ave.	Dalton	GA	30720	706/278-3711	
E960022	H & H Food Services, L.L.C.	13039 GA Highway 251	Darien	GA	31305	912/437-5143	****

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G135859	FQSR, LLC (dba KBP Foods)	104 Crossroads Blvd	Dawsonville	GA	30534	470/695-0563	
G135071	FQSR, LLC (dba KBP Foods)	2532 Wesley Chapel Rd	Decatur	GA	30035	770/322-1795	
G135111	FQSR, LLC (dba KBP Foods)	3555 Flat Shoals Rd	Decatur	GA	30034	404/241-8120	
L940003	Lyon Management Co., Inc.	1002 North Peterson Street	Douglas	GA	31533	912/384-7464	
G135096	FQSR, LLC (dba KBP Foods)	Highway 5, Market Square Shopping Ctr.	Douglasville	GA	30135	770/949-1440	
L940021	Lyon Management Co., Inc.	1630 Veterans Boulevard	Dublin	GA	31021	478/272-6800	
L940022	Lyon Management Co., Inc.	2182 Highway 441 South	Dublin	GA	31021	478/274-0019	
G135178	FQSR, LLC (dba KBP Foods)	2080 Pleasant Hill Road	Duluth	GA	30096	770/497-8344	
G135108	FQSR, LLC (dba KBP Foods)	1395 Virginia Ave	East Point	GA	30344	404/767-8158	
L940014	Lyon Management Co., Inc.	1020 Indian Drive	Eastman	GA	31023	478/374-6276	****
D241011	PMTD Restaurants, LLC	253 Elbert Street	Elberton	GA	30635	706/213-7398	
E960053	Savannah Service & Food (YUM), LLC	516 N Belair Rd	Evans	GA	30809	762/250-0513	
E121020	F & F Food Service, Inc.	205 Highway 314	Fayetteville	GA	30214	770/719-5069	
L940004	Lyon Management Co., Inc.	809 South Grant Street	Fitzgerald	GA	31750	229/423-8686	****
G135105	FQSR, LLC (dba KBP Foods)	4845 Jonesboro Rd	Forest Park	GA	30297	404/363-2534	
J718225	JRN, Inc.	663 Battlefield Parkway	Fort Oglethorpe	GA	30742	706/866-6808	
D241010	PMTD Restaurants, LLC	1904 Browns Bridge Road	Gainesville	GA	30501	770/297-7561	
E960016	Inman & Mary Sue Hodges Ltd Partnership*	4402 Augusta Road	Garden City	GA	31408	912/966-5854	
L940024	Lyon Management Co., Inc.	1410 North Expressway	Griffin	GA	30223	770/228-2432	
L940023	Lyon Management Co., Inc.	202 S Hill Street	Griffin	GA	30224	770/227-3678	
D241034	PMTD Restaurants, LLC	4040 Gateway Boulevard	Grovetown	GA	30813	762/585-5842	
G135114	FQSR, LLC (dba KBP Foods)	11325 Tara Blvd	Hampton	GA	30228	678/479-4011	****
D241033	PMTD Restaurants, LLC	4106 Windsor Spring Rd	Hephzibah	GA	30815	706/790-8819	
E960005	Inman & Mary Sue Hodges Ltd Partnership*	733 E. Oglethorpe Boulevard	Hinesville	GA	31313	912/876-0151	
E960052	Savannah Service & Food (YUM), LLC	4821 US Hwy 129 North	Jefferson	GA	30549	706/693-0833	****
E960013	Inman & Mary Sue Hodges Ltd Partnership*	995 S. First Street	Jesup	GA	31545	912/427-9397	
G135110	FQSR, LLC (dba KBP Foods)	8687 Tara Blvd	Jonesboro	GA	30236	770/471-4379	
G135093	FQSR, LLC (dba KBP Foods)	1970 N Cobb Parkway	Kennesaw	GA	30152	770/422-9716	
E960051	Savannah Service & Food (YUM), LLC	1364 East Boone Avenue	Kingsland	GA	31548	912/729-7311	
D241025	PMTD Restaurants, LLC	305 New Franklin Road	Lagrange	GA	30240	706/350-1849	
G135176	FQSR, LLC (dba KBP Foods)	4776 Sugarloaf Parkway	Lawrenceville	GA	30044	678/518-4059	
G135177	FQSR, LLC (dba KBP Foods)	675 Georgia Highway 120	Lawrenceville	GA	30045	770/822-4745	
G135098	FQSR, LLC (dba KBP Foods)	664 Thornton Road	Lithia Springs	GA	30122	770/819-7523	
G135084	FQSR, LLC (dba KBP Foods)	2848 Panola Road	Lithonia	GA	30058	770/808-0049	
031389	Locust Grove Taco, LLC	313 Tanger Blvd.	Locust Grove	GA	30248	770/954-1427	****

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G135183	FQSR, LLC (dba KBP Foods)	4065 Highway 78	Loganville	GA	30052	770/466-6519	
L765016	Whiteford's, Inc.	190 Tom Hill Sr. Boulevard	Macon	GA	31210	478/471-1668	
L765017	Whiteford's, Inc.	3837 Bloomfield Road	Macon	GA	31206	478/474-9228	
L765018	Whiteford's, Inc.	4030 Pio Nono Avenue	Macon	GA	31206	478/788-7312	
L765019	Whiteford's, Inc.	4475 Forsyth Road	Macon	GA	31210	478/757-8861	
L765020	Whiteford's, Inc.	844 Shurling Drive	Macon	GA	31211	478/741-1481	
E960039	H & H Food Services, L.L.C.	1971 Eatonton Highway	Madison	GA	30650	706/342-2542	
G528001	Armin Food, Inc.	1130 Powder Spring Road	Marietta	GA	30064	770/428-5881	
G135094	FQSR, LLC (dba KBP Foods)	12 Cobb Pkwy. N	Marietta	GA	30062	770/422-4716	
G135091	FQSR, LLC (dba KBP Foods)	2540 Delk Rd SE	Marietta	GA	30067	770/980-0848	****
G135102	FQSR, LLC (dba KBP Foods)	1078 Highway 20-81	McDonough	GA	30253	770/954-9304	
E960020	Inman & Mary Sue Hodges Ltd Partnership*	1135 South Lewis Street	Metter	GA	30439	912/685-2363	****
L940016	Lyon Management Co., Inc.	2337 N. Columbia Street	Milledgeville	GA	31061	478/453-2456	
D241009	PMTD Restaurants, LLC	1100 West Spring Street	Monroe	GA	30655	770/267-8933	
G135103	FQSR, LLC (dba KBP Foods)	1493 Mount Zion Rd	Morrow	GA	30260	678/422-8543	
L940007	Lyon Management Co., Inc.	300 Lane Street	Moultrie	GA	31768	229/985-3133	
L940017	Lyon Management Co., Inc.	511 South Davis Street	Nashville	GA	31639	229/686-9797	
E121007	F & F Food Service, Inc.	398 Bullsboro Drive	Newnan	GA	30263	770/253-8216	
G135080	FQSR, LLC (dba KBP Foods)	1635 Indian Trail Rd	Norcross	GA	30093	770/935-6766	
G135066	FQSR, LLC (dba KBP Foods)	4025 Holcomb Bridge Rd	Norcross	GA	30092	770/242-7186	****
D241018	PMTD Restaurants, LLC	3711 Mundy Mill Rd.	Oakwood	GA	30566	770/297-7436	
J718286	JRN, Inc.	1416 Sam Nunn Boulevard	Perry	GA	31069	478/987-0255	
D241006	RFM Enterprises, Inc.	5700 Highway 354	Pine Mountain	GA	31822	706/663-9300	
E960018	Inman & Mary Sue Hodges Ltd Partnership*	1005 Highway 80 East	Pooler	GA	31322	912/748-0297	
G135086	FQSR, LLC (dba KBP Foods)	4022 Powder Springs Rd SW	Powder Springs	GA	30127	770/439-7846	
E960019	Inman & Mary Sue Hodges Ltd Partnership*	4585 US Highway 17, Highway 17 @ I-95	Richmond Hill	GA	31324	912/756-4100	
E960041	Savannah Service & Food (YUM), LLC	457 S. Columbia Avenue	Rincon	GA	31326	912/826-2368	
J718224	JRN, Inc.	5387 Alabama Highway	Ringgold	GA	30736	706/965-7733	
G135101	FQSR, LLC (dba KBP Foods)	6892 Highway 85	Riverdale	GA	30274	770/994-1479	
J466007	Champion Restaurants - Fiesta, LLC	130 Felton Drive	Rockmart	GA	30153	770/684-0998	****
G135095	FQSR, LLC (dba KBP Foods)	820 Turner McCall Blvd	Rome	GA	30161	706/291-4350	
G135072	FQSR, LLC (dba KBP Foods)	676 Holcomb Bridge Rd	Roswell	GA	30076	770/993-2330	
L940019	Lyon Management Co., Inc.	727 South Harris	Sandersville	GA	31082	478/412-8130	
E960014	Inman & Mary Sue Hodges Ltd Partnership*	11502 Abercorn Extension	Savannah	GA	31419	912/927-0506	
E960032	H & H Food Services, L.L.C.	19 Mersy Way	Savannah	GA	31405	912/239-1408	

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E960009	Inman & Mary Sue Hodges Ltd Partnership*	2610 Skidaway Road	Savannah	GA	31404	912/236-3713	
E960011	Inman & Mary Sue Hodges Ltd Partnership*	405 W. Gwinnet Street	Savannah	GA	31401	912/234-4793	
E960010	H & H Food Services, L.L.C.	7705 Waters Avenue	Savannah	GA	31406	912/355-9769	
G135085	FQSR, LLC (dba KBP Foods)	2637 Cobb Pkwy. SE	Smyrna	GA	30080	770/850-0940	
G135181	FQSR, LLC (dba KBP Foods)	2663 W. Main Street	Snellville	GA	30078	770/972-1935	
E960029	H & H Food Services, L.L.C.	898 Buckhead Drive	Statesboro	GA	30458	912/764-2161	
G135104	FQSR, LLC (dba KBP Foods)	102 Highway 138 W	Stockbridge	GA	30281	770/474-0131	
G135113	FQSR, LLC (dba KBP Foods)	955 Eagles Landing Parkway	Stockbridge	GA	30281	770/507-5789	
G135073	FQSR, LLC (dba KBP Foods)	5290 Highway 78	Stone Mountain	GA	30087	770/498-9291	
G135075	FQSR, LLC (dba KBP Foods)	5681 Memorial Dr	Stone Mountain	GA	30083	404/292-0302	**
G135081	FQSR, LLC (dba KBP Foods)	3277 Lawrenceville Suwanee Rd	Suwanee	GA	30024	678/714-3380	
L765025	Whiteford's, Inc.	302 South Main Street	Swainsboro	GA	30401	478/237-5133	
L940008	Lyon Management Co., Inc.	501 East Franklin Street	Sylvester	GA	31791	229/776-0963	****
D241008	PMTD Restaurants, LLC	1051 Highway 19 North	Thomaston	GA	30286	706/646-3195	
L940018	Lyon Management Co., Inc.	13777 U.S. Highway 19 South	Thomasville	GA	31792	229/228-0539	
L940015	Lyon Management Co., Inc.	804 W. Second Street	Tifton	GA	31794	229/396-5881	
D241014	PMTD Restaurants, LLC	771 Big A Road	Toccoa	GA	30577	706/886-9403	
G135082	FQSR, LLC (dba KBP Foods)	4295 Lawrenceville Highway	Tucker	GA	30084	770/493-9323	****
G135115	FQSR, LLC (dba KBP Foods)	4725 Jonesboro Road	Union City	GA	30291	770/964-5600	
E810004	Kentucky Fried Chicken of Valdosta, Inc.	1207 North Ashley Street	Valdosta	GA	31601	229/242-1120	
E810006	Kentucky Fried Chicken of Valdosta, Inc.	1300 N. Saint Augustine Road	Valdosta	GA	31601	229/242-2145	
E810003	Kentucky Fried Chicken of Valdosta, Inc.	3026 North Ashley Street	Valdosta	GA	31602	229/247-0666	
E960030	H & H Food Services, L.L.C.	2601 E. First Street	Vidalia	GA	30474	912/537-7873	
G135087	FQSR, LLC (dba KBP Foods)	126 Highway 61	Villa Rica	GA	30180	770/459-2611	****
J718284	JRN, Inc.	409 N. Davis Drive	Warner Robins	GA	31093	478/929-5461	
L940011	Lyon Management Co., Inc.	2405 Plant Avenue	Waycross	GA	31501	912/283-6498	
E960038	H & H Food Services, L.L.C.	600 Hopkins Corner Drive	Waynesboro	GA	30830	706/554-2264	****
D241019	PMTD Restaurants, LLC	180 W. Athens Street	Winder	GA	30680	770/867-6200	
G135691	FQSR, LLC (dba KBP Foods)	302 North Main Street	Wrens	GA	30833	706/547-7041	****
H730282	Kazi Foods Corp. of Hawaii	98-150 Kaonohi	Aiea	HI	96701	808/486-3411	
H730289	Kazi Foods Corp. of Hawaii	91-1001 Kaimalie St.	Ewa Beach	HI	96706	808/689-0407	
H730288	Kazi Foods Corp. of Hawaii	111 E. Puainako Road	Hilo	HI	96720	808/959-1886	
H730273	Kazi Foods Corp. of Hawaii	1124 McCully Street	Honolulu	HI	96826	808/941-7411	
H730276	Kazi Foods Corp. of Hawaii	1704 N. King Street	Honolulu	HI	96819	808/845-7007	
H730277	Kazi Foods Corp. of Hawaii	4819 Bougainville Drive	Honolulu	HI	96818	808/422-1312	

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H730279	Kazi Foods Corp. of Hawaii	144 East Wakea Avenue	Kahului	HI	96732	808/871-9109	
H730272	Kazi Foods Corp. of Hawaii	11 Kainehe Street	Kailua	HI	96734	808/261-3930	
H730292	Kazi Foods Corp. of Hawaii	75-5586 Palani Road	Kailua Kona	HI	96740	808/334-9727	
H730281	Kazi Foods Corp. of Hawaii	45-480 Kaneohe Bay Dr	Kaneohe	HI	96744	808/236-0313	
H730284	Kazi Foods Corp. of Hawaii	91-590 Farrington Highway	Kapolei	HI	96706	808/674-0690	
H730280	Kazi Foods Corp. of Hawaii	3229 Kuhio Highway	Lihue	HI	96766	808/245-4993	
H730275	Kazi Foods Corp. of Hawaii	85-054 Kaupuni	Waianae	HI	96792	808/696-3211	
H730285	Kazi Foods Corp. of Hawaii	87-1978 Farrington Highway	Waianae	HI	96792	808/668-1030	
H730286	Kazi Foods Corp. of Hawaii	94-801 Lumiaina Street	Waipahu	HI	96797	808/676-4502	
G160018	Central Iowa KFC, Inc.	2639 Adventureland Dr	Altoona	IA	50009	515/967-6682	****
G160019	Central Iowa KFC, Inc.	918 E 1st Street	Ankeny	IA	50021	515/964-3144	
C029049	Franchise Management Investors US, LLC	905 W. Seventh Street	Atlantic	IA	50022	712/243-7085	****
C029052	Franchise Management Investors US, LLC	345 North Roosevelt Road	Burlington	IA	52601	319/753-1601	
C029064	Franchise Management Investors US, LLC	6104 University Avenue	Cedar Falls	IA	50613	319/266-8551	
C029054	Franchise Management Investors US, LLC	1334 Edgewood Road South West	Cedar Rapids	IA	52404	319/396-7744	
C029061	Franchise Management Investors US, LLC	3927 Center Point Road	Cedar Rapids	IA	52402	319/393-2123	
K055004	Kels Foods, Inc.	306 East Maple	Centerville	IA	52544	641/856-2110	****
G135206	FQSR, LLC (dba KBP Foods)	924 N. 2nd Street	Clinton	IA	52732	563/243-1014	**
G160016	Central Iowa KFC, Inc.	11406 Forest Avenue	Clive	IA	50325	515/224-9160	
G135033	FQSR, LLC (dba KBP Foods)	1751 Madison Avenue	Council Bluffs	IA	51503	712/322-1166	
G135035	FQSR, LLC (dba KBP Foods)	2810 W. Broadway	Council Bluffs	IA	51501	712/322-5542	
G135005	FQSR, LLC (dba KBP Foods)	1012 West Kimberly	Davenport	IA	52806	563/386-6695	
G135003	FQSR, LLC (dba KBP Foods)	208 W. Locust Street	Davenport	IA	52803	563/323-3667	
G135002	FQSR, LLC (dba KBP Foods)	3843 Elmore Ave	Davenport	IA	52807	563/355-0465	
G160012	Central Iowa KFC, Inc.	4005 Merle Hay Road	Des Moines	IA	50310	515/276-7498	
G160013	Central Iowa KFC, Inc.	4815 Southwest 9th Street	Des Moines	IA	50315	515/285-8861	
G160010	Central Iowa KFC, Inc.	902 East Euclid Avenue	Des Moines	IA	50316	515/265-0815	
C029062	Franchise Management Investors US, LLC	1725 John F. Kennedy Road	Dubuque	IA	52002	563/556-3767	
C029053	Franchise Management Investors US, LLC	1957 Central Avenue	Dubuque	IA	52001	563/582-7267	
C029066	Franchise Management Investors US, LLC	3057 First Avenue, S.	Fort Dodge	IA	50501	515/576-7133	****
C029056	Franchise Management Investors US, LLC	1421 Avenue H	Fort Madison	IA	52627	319/372-8303	****
G160022	Central Iowa KFC, Inc.	130 Highway 1 West	Iowa City	IA	52246	319/351-6180	
C029068	Franchise Management Investors US, LLC	3010 Main Street	Keokuk	IA	52632	319/524-8033	
G160021	Central Iowa KFC, Inc.	3007 S Center Street	Marshalltown	IA	50158	641/752-7766	
C029067	Franchise Management Investors US, LLC	1615 4th Street Southwest	Mason City	IA	50401	641/424-1132	

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G160005	Central Iowa KFC, Inc.	701 Wohlleber Drive	Mount Pleasant	IA	52641	319/385-8015	****
C029055	Franchise Management Investors US, LLC	2515 Park Avenue	Muscatine	IA	52761	563/263-8964	
C029057	Franchise Management Investors US, LLC	1300 West 18th Street, South	Newton	IA	50208	641/792-1251	****
030424	Sundance, Inc.	107 Ariel Circle	Osceola	IA	50213	641/342-4024	****
G160002	Central Iowa KFC, Inc.	408 A Ave W	Oskaloosa	IA	52577	641/673-8401	
G160023	Central Iowa KFC, Inc.	1132 N. Quincy Avenue	Ottumwa	IA	52501	641/684-5981	
C029048	Franchise Management Investors US, LLC	400 Senate Avenue	Red Oak	IA	51566	712/623-5554	****
C750137	Argonaut Food Partners, LLC	1500 Hamilton Boulevard	Sioux City	IA	51103	712/258-3575	
C750140	Argonaut Food Partners, LLC	3001 Singing Hills Blvd.	Sioux City	IA	51106	712/560-8202	
C750125	Argonaut Food Partners, LLC	921 South Grand Avenue	Spencer	IA	51301	712/262-6613	
C029065	Franchise Management Investors US, LLC	3115 Kimball	Waterloo	IA	50702	319/233-9302	
C750061	Argonaut Food Partners, LLC	13375 W. Chinden Blvd.	Boise	ID	83713	208/938-3437	*
C750060	Argonaut Food Partners, LLC	3545 South Federal Way	Boise	ID	83705	208/331-0921	*
C750058	Argonaut Food Partners, LLC	8440 West Overland Road	Boise	ID	83709	208/322-6372	*
C750009	Argonaut Food Partners, LLC	243 Overland Avenue	Burley	ID	83318	208/678-3311	
C750059	Argonaut Food Partners, LLC	5102 E. Cleveland Boulevard	Caldwell	ID	83607	208/454-8118	*
L113007	CLC Idaho, LLC	279 West Orchard	Hayden	ID	83835	208/762-4959	
C750026	Argonaut Food Partners, LLC	680 East 17th Street	Idaho Falls	ID	83404	208/523-3270	
L113008	CLC Idaho, LLC	2339 Thain Grade Road	Lewiston	ID	83501	208/798-1519	
C750057	Argonaut Food Partners, LLC	677 S. Main Street	Meridian	ID	83642	208/888-7446	*
L113009	CLC Idaho, LLC	1400 South Blaine Street	Moscow	ID	83843	208/882-8363	
C750020	Argonaut Food Partners, LLC	1060 Highway 20	Mountain Home	ID	83647	208/587-9775	
C750063	Argonaut Food Partners, LLC	145 Maine Avenue E.	Nampa	ID	83686	208/466-4584	*
C750010	Argonaut Food Partners, LLC	670 Yellowstone Avenue	Pocatello	ID	83201	208/233-1676	
L113006	CLC Idaho, LLC	325 Ross Point Road	Post Falls	ID	83854	208/773-3534	
C750008	Argonaut Food Partners, LLC	1549 Blue Lakes Boulevard, North	Twin Falls	ID	83301	208/733-8004	
G135551	FQSR, LLC (dba KBP Foods)	415 South Randall Road	Algonquin	IL	60102	847/854-7386	
G135842	FQSR, LLC (dba KBP Foods)	2994 Homer Adams Parkway	Alton	IL	62002	618/465-6931	
L518002	Tasty Chick'n Midwest, LLC	1195 E. Vienna Street	Anna	IL	62906	618/833-7921	****
D556007	Pals Foods, Inc.	325 W. IL Route 173	Antioch	IL	60002	847/395-0555	
G135535	FQSR, LLC (dba KBP Foods)	1350 E New York St	Aurora	IL	60505	630/820-0707	
G135544	FQSR, LLC (dba KBP Foods)	2240 W Galena Blvd	Aurora	IL	60506	630/449-7154	
J625084	Ampex Brands of Bartlett, LLC	960 S State Route 59	Bartlett	IL	60103	630/289-1957	****
J625267	Ampex Brands of St. Louis 3, Inc.	4914 W. Main Street	Belleville	IL	62226	618/235-1020	
J625269	Ampex Brands of St. Louis 3, Inc.	645 Carlyle Avenue	Belleville	IL	62221	618/235-7661	

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L518171	Tasty Chick'n Midwest, LLC	634 West Main Street	Benton	IL	62812	618/439-7355	****
G135554	FQSR, LLC (dba KBP Foods)	6200 Cermak Rd.	Berwyn	IL	60402	708/484-4012	
G135837	FQSR, LLC (dba KBP Foods)	434 W Bethalto Dr	Bethalto	IL	62010	618/377-2025	
G135605	FQSR, LLC (dba KBP Foods)	118 South Kennedy	Bradley	IL	60915	815/936-0343	
G135284	FQSR, LLC (dba KBP Foods)	8940 South Harlem Avenue	Bridgeview	IL	60455	708/598-9585	
L081005	Carol Stream Chicken, Inc.	297 S. Schmale Road	Carol Stream	IL	60188	630/480-7483	
J625274	Ampex Brands of St. Louis 3, Inc.	2736 Progress Ave	Caseyville	IL	62232	618/484-9555	
G135983	FQSR, LLC (dba KBP Foods)	1310 West McCord Street	Centralia	IL	62801	618/590-0264	
G135288	FQSR, LLC (dba KBP Foods)	10200 S. Halsted Street	Chicago	IL	60628	773/629-6779	
G135692	FQSR, LLC (dba KBP Foods)	10421 South Western Avenue	Chicago	IL	60643	773/881-2515	
L081011	Indi Chicken, LLC	10556 South Indianapolis	Chicago	IL	60617	773/374-8404	
G135290	FQSR, LLC (dba KBP Foods)	1144 S. Western Avenue	Chicago	IL	60612	312/600-9353	
G135287	FQSR, LLC (dba KBP Foods)	1617 E. 95th Street	Chicago	IL	60617	773/375-4520	
G135560	FQSR, LLC (dba KBP Foods)	2807 W Irving Park Rd	Chicago	IL	60618	773/267-0071	****
G135693	FQSR, LLC (dba KBP Foods)	3357 W. Peterson Avenue	Chicago	IL	60659	773/463-4388	
L081006	Cicero Addison Chicken, Inc.	3536 North Cicero Avenue	Chicago	IL	60641	773/685-6192	
G135532	FQSR, LLC (dba KBP Foods)	3927 N Harlem Ave	Chicago	IL	60634	773/286-8149	
G135534	FQSR, LLC (dba KBP Foods)	4200 W 55th St	Chicago	IL	60632	773/735-3335	
L081007	Fullerton Chicken, Inc.	4715 W. Fullerton Ave.	Chicago	IL	60639	773/384-3657	
E641003	Jalpa, Inc.	4804 N. Sheridan Road	Chicago	IL	60640	773/916-3888	
G135286	FQSR, LLC (dba KBP Foods)	5852 S. Western Avenue	Chicago	IL	60636	773/306-2565	
G135289	FQSR, LLC (dba KBP Foods)	6034 W. North Avenue	Chicago	IL	60639	773/645-1233	
G135540	FQSR, LLC (dba KBP Foods)	6040 S Archer Ave	Chicago	IL	60638	773/581-3550	
L081003	Pratt Chicken, Inc.	6732 North Western Avenue	Chicago	IL	60645	773/381-8230	
G135541	FQSR, LLC (dba KBP Foods)	7445 S Stony Island Ave	Chicago	IL	60649	773/643-3636	
G135272	FQSR, LLC (dba KBP Foods)	3029 South Chicago Road	Chicago Heights	IL	60411	708/756-2440	
G135542	FQSR, LLC (dba KBP Foods)	2823 S Cicero Ave	Cicero	IL	60804	708/652-5709	
J625214	Ampex Brands of St. Louis 3, Inc.	1700 N. Vandalia	Collinsville	IL	62234	618/344-6553	
G135549	FQSR, LLC (dba KBP Foods)	1195 E. Oakton Street	Des Plaines	IL	60018	847/296-3796	
D191003	Dave Brahmabhatt	2780 Division Street	Diamond	IL	60416	815/634-9980	****
G135271	FQSR, LLC (dba KBP Foods)	1043 East Sibley Boulevard	Dolton	IL	60419	708/841-6660	
G135537	FQSR, LLC (dba KBP Foods)	1450 75th St	Downers Grove	IL	60516	630/960-0595	**
G135006	FQSR, LLC (dba KBP Foods)	1170 42nd Avenue	East Moline	IL	61244	309/796-0055	
L518109	Tasty Chick'n Midwest, LLC	1304 Avenue Of Mid-America	Effingham	IL	62401	217/342-4276	
G135548	FQSR, LLC (dba KBP Foods)	294 South Randall Road	Elgin	IL	60123	847/429-0645	

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G135536	FQSR, LLC (dba KBP Foods)	465 Dundee Ave	Elgin	IL	60120	847/742-7970	
G135268	FQSR, LLC (dba KBP Foods)	872 North York Road	Elmhurst	IL	60126	630/832-5141	
G135267	FQSR, LLC (dba KBP Foods)	3141 Mannheim	Franklin Park	IL	60131	847/678-4220	
K055007	Kels Foods, Inc.	420 N. Harlem Ave	Freeport	IL	61032	815/232-7315	**
G160001	Central Iowa KFC, Inc.	1017 North Henderson	Galesburg	IL	61401	309/342-3139	
G160003	Central Iowa KFC, Inc.	1612 E. Main Street	Galesburg	IL	61401	309/343-5159	
G135839	FQSR, LLC (dba KBP Foods)	Highway 159 at Whistlestop Drive	Glen Carbon	IL	62034	618/692-0770	
J625147	Ampex Brands of St. Louis, Inc.	1510 Johnson Road	Granite City	IL	62040	618/452-4970	
G135786	FQSR, LLC (dba KBP Foods)	1607 South Route 127	Greenville	IL	62246	618/664-1251	****
L518130	Tasty Chick'n Midwest, LLC	514 South Commercial	Harrisburg	IL	62946	618/252-1531	
L518108	Tasty Chick'n Midwest, LLC	1500 South Park Avenue	Herrin	IL	62948	618/942-6804	
G135785	FQSR, LLC (dba KBP Foods)	1305 Mercantile Drive	Highland	IL	62249	618/654-6451	****
G135531	FQSR, LLC (dba KBP Foods)	1030 N Roselle Rd	Hoffman Estates	IL	60169	847/885-7478	
G135274	FQSR, LLC (dba KBP Foods)	17505 South Halsted Street	Homewood	IL	60430	708/798-8576	
G135835	FQSR, LLC (dba KBP Foods)	244 West Morton Avenue	Jacksonville	IL	62650	217/245-9239	
J625284	Ampex Brands of St. Louis 3, Inc.	1303 S. State Blvd	Jerseyville	IL	62052	618/494-4319	
G135553	FQSR, LLC (dba KBP Foods)	116 N Larkin Avenue	Joliet	IL	60435	815/744-3499	
G135281	FQSR, LLC (dba KBP Foods)	15663 127th Street	Lemont	IL	60439	630/243-1800	****
G135279	FQSR, LLC (dba KBP Foods)	1015 Maple Avenue	Lisle	IL	60532	630/241-1350	****
G135838	FQSR, LLC (dba KBP Foods)	#9 Corvette Drive	Litchfield	IL	62056	217/324-2736	
G135282	FQSR, LLC (dba KBP Foods)	16616 W. 159th Street	Lockport	IL	60441	815/838-9087	****
L081002	Lombard Chicken, Inc.	810 E. Roosevelt Road	Lombard	IL	60148	630/620-1320	
G160017	Central Iowa KFC, Inc.	615 East Jackson Street	Macomb	IL	61455	309/833-4125	
L518113	Tasty Chick'n Midwest, LLC	1404 W. Deyoung	Marion	IL	62959	618/997-3121	
G135273	FQSR, LLC (dba KBP Foods)	4349 E. 211th Street	Matteson	IL	60443	708/748-5200	
G135533	FQSR, LLC (dba KBP Foods)	4503 W Elm Street	McHenry	IL	60050	815/344-1465	
D191002	Dave Brahmabhatt	1009 Steve Bowne Drive	Mendota	IL	61342	815/539-6328	****
G135277	FQSR, LLC (dba KBP Foods)	14559 S. Pulaski Road	Midlothian	IL	60445	708/389-7010	
G135004	FQSR, LLC (dba KBP Foods)	895 West Fourth Street	Milan	IL	61264	309/787-4904	
G135036	FQSR, LLC (dba KBP Foods)	4430 16th Street	Moline	IL	61265	309/797-1128	
C318001	VISH MANHATTAN, INC.	5737 W. Monee Manhattan Road	Monee	IL	60449	708/746-5025	****
G135547	FQSR, LLC (dba KBP Foods)	1701 Douglas Road	Montgomery	IL	60538	630/897-7074	
K055002	Kels Foods, Inc.	1806 N. Division St.	Morris	IL	60450	815/942-6676	**
G135539	FQSR, LLC (dba KBP Foods)	1470 S Elmhurst Rd	Mount Prospect	IL	60056	630/948-0667	
L518114	Tasty Chick'n Midwest, LLC	#1 Times Square Mall	Mount Vernon	IL	62864	618/244-3106	

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L518004	Tasty Chick'n Midwest, LLC	515 Walnut	Murphysboro	IL	62966	618/684-3303	****
G135562	FQSR, LLC (dba KBP Foods)	3028 Reflection Drive	Naperville	IL	60564	331/305-6826	****
K055006	Kels Foods, Inc.	340 Maple Street	New Lenox	IL	60451	815/485-0703	
G135285	FQSR, LLC (dba KBP Foods)	10428 South Cicero	Oak Lawn	IL	60453	708/636-4800	
J625268	Ampex Brands of St. Louis 3, Inc.	1717 West Highway 50	O'Fallon	IL	62269	618/624-5327	
C029058	Franchise Management Investors US, LLC	2751 Columbus Street	Ottawa	IL	61350	815/434-6333	
G135543	FQSR, LLC (dba KBP Foods)	2221 Route 59	Plainfield	IL	60586	815/577-7161	
K071006	Mitra Midwest Operations, LLC	3300 Broadway Street	Quincy	IL	62301	217/228-1455	
L518129	Tasty Chick'n Midwest, LLC	1408 West Main Street	Robinson	IL	62454	618/544-2261	
D556012	Kentucky Fried Chicken of Zion, Inc.	440 West Rollins Road	Round Lake	IL	60073	847/546-8818	
L518116	Tasty Chick'n Midwest, LLC	101 Baldrige Lane	Salem	IL	62881	618/548-3323	
G135283	FQSR, LLC (dba KBP Foods)	130 Du Vick Road	Sandwich	IL	60548	815/786-1882	****
L081009	Schaumburg Chicken, Inc.	1160 South Roselle Rd	Schaumburg	IL	60193	847/923-0676	
C029063	Franchise Management Investors US, LLC	2516 East Lincolnway	Sterling	IL	61081	815/625-7255	
L081010	Streamwood Chicken, Inc.	1060 S Barrington Road	Streamwood	IL	60107	630/830-0233	
K055001	Kels Foods, Inc.	1690 Dekalb Avenue	Sycamore	IL	60178	815/895-8225	**
G135787	FQSR, LLC (dba KBP Foods)	510 North Webster Street	Taylorville	IL	62568	217/824-8137	
G135784	FQSR, LLC (dba KBP Foods)	2737 Veterans Avenue	Vandalia	IL	62471	618/283-9364	****
J006002	W & M Restaurants, Inc.	918 N Market St	Waterloo	IL	62298	618/577-0714	
D556011	Chicken Champs Inc.	501 West Liberty	Wauconda	IL	60084	847/526-0664	
G135530	FQSR, LLC (dba KBP Foods)	1400 N Lewis Ave	Waukegan	IL	60085	847/623-5152	
G135561	FQSR, LLC (dba KBP Foods)	335 Neltor Blvd.	West Chicago	IL	60185	630/231-6070	****
C017001	Morricorp, Inc.	11158 West 31st Street	Westchester	IL	60154	708/409-0404	
G135269	FQSR, LLC (dba KBP Foods)	9950 W. Roosevelt Road	Westchester	IL	60154	708/345-7744	
C119014	Bell Great Lakes LLC	150 E. Dundee Road	Wheeling	IL	60090	847/215-2308	****
G135278	FQSR, LLC (dba KBP Foods)	221 W. Veterans Parkway	Yorkville	IL	60560	630/553-1954	****
D556005	Kentucky Fried Chicken of Zion, Inc.	2359 Sheridan Road	Zion	IL	60099	847/872-7273	
H740018	McKenzie Foods, Inc.	6620 South Scatterfield Road	Anderson	IN	46013	765/643-8353	*
G135669	FQSR, LLC (dba KBP Foods)	618 North Wayne Street	Angola	IN	46703	260/665-9944	
H740011	McKenzie Foods, Inc.	1101 West 7th Street	Auburn	IN	46706	260/925-1427	
H445012	Houston Enterprises USA, Inc.	1425 James Avenue	Bedford	IN	47421	812/279-4777	
H740028	McKenzie Foods, Inc.	3700 West 3rd Street	Bloomington	IN	47404	812/339-5172	
G135632	FQSR, LLC (dba KBP Foods)	640 North Main Street	Bluffton	IN	46714	260/824-9367	
H740026	McKenzie Foods, Inc.	895 N. Green Street	Brownsburg	IN	46112	317/852-7051	
H740016	McKenzie Foods, Inc.	1331 S Range Line Rd.	Carmel	IN	46032	317/846-4107	

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H445013	Houston Enterprises USA, Inc.	1117 Eastern Boulevard	Clarksville	IN	47129	812/282-2155	
H740010	McKenzie Foods, Inc.	323 West Plaza Drive	Columbia City	IN	46725	260/244-7500	**
G135895	FQSR, LLC (dba KBP Foods)	2760 Brentwood Drive	Columbus	IN	47203	812/372-5502	
G560001	J. B. R., LTD.	1790 Highway 135 Northwest	Corydon	IN	47112	812/738-8444	
C212004	Chuck Wheeler Crown Point Restaurant, Inc.	1120 North Main Street	Crown Point	IN	46307	219/663-0878	
C212001	Second Gen, Inc.	419 North Halleck Street	Demotte	IN	46310	219/206-1030	
H740027	McKenzie Foods, Inc.	900 South Green River Road	Evansville	IN	47715	812/476-6192	
G135811	FQSR, LLC (dba KBP Foods)	14046 Mundy Drive	Fishers	IN	46038	317/776-1104	
G135631	FQSR, LLC (dba KBP Foods)	3816 East State Boulevard	Fort Wayne	IN	46805	260/471-5322	
G135671	FQSR, LLC (dba KBP Foods)	4515 Maplecrest Road	Fort Wayne	IN	46835	260/486-5790	
H740014	McKenzie Foods, Inc.	4901 South Calhoun	Fort Wayne	IN	46807	260/458-9750	
G135630	FQSR, LLC (dba KBP Foods)	595 E. Dupont Road	Fort Wayne	IN	46825	260/497-8228	
G135629	FQSR, LLC (dba KBP Foods)	6046 Covington Road	Fort Wayne	IN	46804	260-434-0764	
K071157	Mitra Midwest Acquisition, LLC	921 W. Pike Street	Goshen	IN	46526	574/533-4188	
G135813	FQSR, LLC (dba KBP Foods)	1604 North State Street	Greenfield	IN	46140	317/462-9261	
G135896	FQSR, LLC (dba KBP Foods)	1906 North Lincoln Road	Greensburg	IN	47240	812/663-7997	**
C212009	Second Gen, Inc.	1579 North Cline Avenue	Griffith	IN	46319	219/923-0172	
C212006	Second Gen, Inc.	2733 169th Street	Hammond	IN	46323	219/845-7200	
C212002	Second Gen, Inc.	4120 S. Calumet Avenue	Hammond	IN	46320	219/931-9313	
H740023	McKenzie Foods, Inc.	2840 North Jefferson Street	Huntington	IN	46750	260/356-4112	
G135817	FQSR, LLC (dba KBP Foods)	10815 Pendleton Pike	Indianapolis	IN	46236	317/826-0298	
G135799	FQSR, LLC (dba KBP Foods)	1812 N Arlington Ave	Indianapolis	IN	46218	317/353-2117	
G135807	FQSR, LLC (dba KBP Foods)	2401 N Meridian St	Indianapolis	IN	46208	317/923-2014	****
G135800	FQSR, LLC (dba KBP Foods)	2515 E 38th St	Indianapolis	IN	46218	317/545-2860	
G135812	FQSR, LLC (dba KBP Foods)	3704 W. Washington St.	Indianapolis	IN	46241	317/759-9859	
G135805	FQSR, LLC (dba KBP Foods)	4528 W 38th St	Indianapolis	IN	46254	317/291-6761	
G135815	FQSR, LLC (dba KBP Foods)	5662 Georgetown Road	Indianapolis	IN	46254	317/388-7625	****
G135810	FQSR, LLC (dba KBP Foods)	6154 N. Keystone Avenue	Indianapolis	IN	46220	317/722-0587	
G135808	FQSR, LLC (dba KBP Foods)	6440 E 82nd St	Indianapolis	IN	46250	317/845-9623	
G135816	FQSR, LLC (dba KBP Foods)	7155 Pendleton Pike	Indianapolis	IN	46226	317/541-9295	
H740024	McKenzie Foods, Inc.	8456 Michigan Rd	Indianapolis	IN	46268	317/624-2336	
G135814	FQSR, LLC (dba KBP Foods)	8820 E 21st St.	Indianapolis	IN	46219	317/897-0589	****
G135804	FQSR, LLC (dba KBP Foods)	9899 East Washington St.	Indianapolis	IN	46229	317/898-3466	
J575071	Alice J. Schleicher, Inc.	5501 Highway 62	Jeffersonville	IN	47130	812/282-2320	
H740015	McKenzie Foods, Inc.	451 West North Street	Kendallville	IN	46755	260/347-1160	**

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K071160	Mitra Midwest Acquisition, LLC	1523 South Reed Rd.	Kokomo	IN	46902	765/452-6716	
K071159	Mitra Midwest Acquisition, LLC	810 N. Washington Street	Kokomo	IN	46901	765/457-4511	
L641002	Watkins Take-Home Restaurants, Inc.	213 Pine Lake Avenue	La Porte	IN	46350	219/326-7433	
H740006	McKenzie Foods, Inc.	3561 Promenade Parkway	Lafayette	IN	47909	765/474-9794	
H740003	McKenzie Foods, Inc.	3809 South Street	Lafayette	IN	47905	765/447-1149	
K750026	J.R.S. Restaurant Corporation	30 Eads Parkway	Lawrenceburg	IN	47025	812/537-2355	
C086001	Silveron, Inc.	3411 East Market Street	Logansport	IN	46947	574/722-2241	**
C212005	Second Gen, Inc.	1692 East Commercial	Lowell	IN	46356	219/696-0388	
H445010	Houston Enterprises USA, Inc.	401 Clifty Drive	Madison	IN	47250	812/265-3699	
L301001	Listenberger & Kozel LLC	1301 W. 16th Street	Marion	IN	46953	765/662-2207	
C212010	Second Gen, Inc.	3220 East 81st Ave.	Merrillville	IN	46410	219/947-7744	
C212003	Chuck Wheeler Merrillville Restaurant, Inc.	5700 Broadway	Merrillville	IN	46410	219/887-2646	
K071155	Mitra Midwest Acquisition, LLC	2612 Lincoln Way West	Mishawaka	IN	46544	574/255-2666	
K071304	Mitra Midwest Operations, LLC	315 Bittersweet Road	Mishawaka	IN	46544	574/257-4401	
G135801	FQSR, LLC (dba KBP Foods)	2324 S Madison St	Muncie	IN	47302	765/289-7311	
G135809	FQSR, LLC (dba KBP Foods)	601 S. Tillotson Avenue	Muncie	IN	47304	765/284-3567	
G135802	FQSR, LLC (dba KBP Foods)	801 W McGalliard Rd	Muncie	IN	47303	765/289-2431	
C212007	Second Gen, Inc.	428 Ridge Road	Munster	IN	46321	219/836-5760	
H445015	Houston Enterprises USA, Inc.	2124 State Street	New Albany	IN	47150	812/945-8498	
H445022	Houston Enterprises USA, Inc.	4301 Charlestown Road	New Albany	IN	47150	812/945-2121	
H740012	McKenzie Foods, Inc.	1595 South Memorial Drive	New Castle	IN	47362	765/529-0558	
G135670	FQSR, LLC (dba KBP Foods)	1322 East U.S. 30	New Haven	IN	46774	260/749-9880	
G135803	FQSR, LLC (dba KBP Foods)	400 Sheridan Rd	Noblesville	IN	46060	317/773-5958	
H445016	Houston Enterprises USA, Inc.	1850 North State Street	North Vernon	IN	47265	812/352-6279	
C455006	C. & M. Smith Restaurants, Inc.	925 N. Gospel Street	Paoli	IN	47454	812/723-9477	
H740013	McKenzie Foods, Inc.	2493 East Main Street	Plainfield	IN	46168	317/839-8268	
L641001	ST Foods, Inc.	1401 North Michigan Street	Plymouth	IN	46563	574/936-8448	
H740008	McKenzie Foods, Inc.	8737 West State Road 114	Rensselaer	IN	47978	219/866-8700	
F315002	Mayer Management, Inc.	1428 National Road West	Richmond	IN	47374	765/962-1290	****
F315004	Mayer Management, Inc.	4575 National Rd East	Richmond	IN	47374	765/939-0000	
C119012	Bell Great Lakes LLC	2080 Main Street	Rochester	IN	46975	574/212-0650	****
K750027	J.R.S. Restaurant Corporation	402 South Main Street	Salem	IN	47167	812/883-3032	
C212008	Second Gen, Inc.	985 West Lincoln Highway	Schererville	IN	46375	219/864-7901	
K750020	J.R.S. Restaurant Corporation	1280 W. Allen Street	Scottsburg	IN	47170	812/752-3668	
J575001	Alice J. Schleicher, Inc.	7604 Highway 60	Sellersburg	IN	47172	812/246-3314	

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H445023	Houston Enterprises USA, Inc.	1127 East Tipton	Seymour	IN	47274	812/522-6400	
H740009	McKenzie Foods, Inc.	350 East Broadway	Shelbyville	IN	46176	317/392-2561	
G135686	FQSR, LLC (dba KBP Foods)	3924 N. Portage Road	South Bend	IN	46628	574/271-1368	
K071158	Mitra Midwest Acquisition, LLC	4207 S. Michigan Street	South Bend	IN	46614	574/291-0083	
K071156	Mitra Midwest Acquisition, LLC	5011 Western Ave.	South Bend	IN	46619	574/287-7676	
G135806	FQSR, LLC (dba KBP Foods)	5890 Crawfordsville Rd	Speedway	IN	46224	317/241-2955	
L518123	Tasty Chick'n Midwest, LLC	2000 Lafayette Ave.	Terre Haute	IN	47805	812/466-0816	
L518131	Tasty Chick'n Midwest, LLC	4400 US 41 South	Terre Haute	IN	47802	812/234-4446	
C119007	Bell Indiana LLC	2701 Hart Street	Vincennes	IN	47591	812/886-9247	****
H740019	McKenzie Foods, Inc.	899 Cass Street	Wabash	IN	46992	260/563-8955	**
H740020	McKenzie Foods, Inc.	414 North Detroit	Warsaw	IN	46580	574/269-1791	
H445011	Houston Enterprises USA, Inc.	1447 E. National Highway	Washington	IN	47501	812-508-8584	
H740004	McKenzie Foods, Inc.	609 Sagamore Parkway West	West Lafayette	IN	47906	765/463-6212	
H740022	McKenzie Foods, Inc.	330 W Springmill Pointe Dr	Westfield	IN	46074	463/243-0239	
C975101	DA-21, LLC	323 North Andover Road	Andover	KS	67002	316/512-9080	
G135023	FQSR, LLC (dba KBP Foods)	14 North 130th	Bonner Springs	KS	66012	913/721-1311	****
D372048	SC Food Group, LLC	215 W 11th Street	Coffeyville	KS	67337	620/251-1934	
C975103	DA-21, LLC	1260 North Nelson Drive	Derby	KS	67037	316/788-4161	
E865004	M2R, LLC	1210 West Wyatt Earp Boulevard	Dodge City	KS	67801	620/225-1241	
F975002	CTS Emporia, LLC	2003 West Central	El Dorado	KS	67042	316/321-4415	
F975001	CTS Emporia, LLC	2613 Candlewood Drive	Emporia	KS	66801	620/343-9999	
E865006	M2R, LLC	2208 East Kansas Avenue	Garden City	KS	67846	620/276-7868	
K071016	Mitra Midwest Operations, LLC	651 East Main Street	Gardner	KS	66030	913/856-6299	****
D451001	Northwest Restaurants, Inc.	703 East Fourth Avenue	Hutchinson	KS	67501	620/663-5232	
G135480	FQSR, LLC (dba KBP Foods)	504 W. 6th Street	Junction City	KS	66441	785/579-5322	
G135013	FQSR, LLC (dba KBP Foods)	4401 Shawnee Drive	Kansas City	KS	66106	913/236-7590	****
G135017	FQSR, LLC (dba KBP Foods)	635 S 7th St	Kansas City	KS	66105	913/281-4109	****
G135021	FQSR, LLC (dba KBP Foods)	7517 State Ave.	Kansas City	KS	66112	913/334-3200	
G135527	FQSR, LLC (dba KBP Foods)	658 W. 23rd Street	Lawrence	KS	66046	785/843-2412	
G135015	FQSR, LLC (dba KBP Foods)	9564 Quivira Rd.	Lenexa	KS	66215	913/492-8837	
C975016	KB Enterprises, LLC	234 West Pancake Boulevard	Liberal	KS	67901	620/624-1846	
G135479	FQSR, LLC (dba KBP Foods)	901 N. Third Street	Manhattan	KS	66502	785/776-9031	
D451008	Northwest Restaurants, Inc.	1500 East Second Street	Newton	KS	67114	316/283-4613	
G135256	FQSR, LLC (dba KBP Foods)	619 East Santa Fe	Olathe	KS	66061	913/764-0065	
G135020	FQSR, LLC (dba KBP Foods)	7100 W. 119th Street	Overland Park	KS	66213	913/338-3111	

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G135255	FQSR, LLC (dba KBP Foods)	201 South Angela Street	Paola	KS	66071	913/294-2555	****
K071014	Mitra Midwest Operations, LLC	921 S. Broadway	Pittsburg	KS	66762	620/232-9190	
D451006	Northwest Restaurants, Inc.	430 South Broadway	Salina	KS	67401	785/825-0322	
G135018	FQSR, LLC (dba KBP Foods)	11560 W. 63rd St.	Shawnee	KS	66203	913/631-2918	
G135528	FQSR, LLC (dba KBP Foods)	1812 NW Topeka Boulevard	Topeka	KS	66608	785/354-8888	
G135526	FQSR, LLC (dba KBP Foods)	3211 SW Topeka Avenue	Topeka	KS	66611	785/266-8804	
G135529	FQSR, LLC (dba KBP Foods)	3920 SW 21st Street	Topeka	KS	66604	785/272-2228	
D451002	Northwest Restaurants, Inc.	1251 South Woodlawn	Wichita	KS	67218	316/618-3076	
D451010	Northwest Restaurants, Inc.	2347 Seneca Street	Wichita	KS	67213	316/262-9000	
D451003	Northwest Restaurants, Inc.	441 South West	Wichita	KS	67213	316/945-9143	
D451005	Northwest Restaurants, Inc.	611 East 47th Street, South	Wichita	KS	67216	316/522-1402	
C975104	DA-21, LLC	6131 E. 21st Street N.	Wichita	KS	67208	316/558-3830	
D451011	Northwest Restaurants, Inc.	7227 W. 21st Street North	Wichita	KS	67205	316/721-5883	
G135722	FQSR, LLC (dba KBP Foods)	7711 Alexandria Pike	Alexandria	KY	41001	859/635-1637	
K198007	KSK Management, Inc.	160 Russell Rd	Ashland	KY	41102	606/324-1915	
K198006	KSK Management, Inc.	2830 Winchester Avenue	Ashland	KY	41101	606/325-8333	
K198013	KSK Management, Inc.	9309 U.S. Highway 60	Ashland	KY	41102	606/928-8944	****
K750006	J.R.S. Restaurant Corporation	1484 U.S. Highway 25E	Barbourville	KY	40906	606/546-9679	
K750035	J.R.S. Restaurant Corporation	99 West John Rowan Boulevard	Bardstown	KY	40004	502/501-5990	
F569080	QSR Midwest, LLC	1306 N. Main Street	Beaver Dam	KY	42320	270/274-7772	
J718331	JRN, Inc.	320 Paint Lick Road	Berea	KY	40403	859/756-4694	
L518119	Tasty Chick'n Midwest, LLC	1201 US 31W Byp	Bowling Green	KY	42101	270/781-1768	
L518121	Tasty Chick'n Midwest, LLC	2626 Scottsville Road	Bowling Green	KY	42104	270/781-2248	
K750042	J.R.S. Restaurant Corporation	334 By Pass Road	Brandenburg	KY	40108	502/378-7743	
F569104	QSR Midwest, LLC	57 Hospitality Lane	Cadiz	KY	42211	270/522-1444	****
K750036	J.R.S. Restaurant Corporation	399 Campbellsville Bypass	Campbellsville	KY	42718	270/572-4169	
G135733	FQSR, LLC (dba KBP Foods)	3165 U.S. Highway 227	Carrollton	KY	41008	502/732-6792	
L518120	Tasty Chick'n Midwest, LLC	812 Mammoth Cave Street	Cave City	KY	42127	270/773-3194	
F569084	QSR Midwest, LLC	647 S. Second St.	Central City	KY	42330	270/977-8807	
K750038	J.R.S. Restaurant Corporation	111 Dohoney Trace	Columbia	KY	42728	270/974-4461	
J718030	JRN, Inc.	688 Highway 25, West	Corbin	KY	40701	606/528-2163	
G135980	FQSR, LLC (dba KBP Foods)	905 U.S. Highway 27, South	Cynthiana	KY	41031	859/234-6666	****
G135979	FQSR, LLC (dba KBP Foods)	71 Broadway Street	Dry Ridge	KY	41035	859/824-7604	****
K750031	J.R.S. Restaurant Corporation	105 Buffalo Creek Drive	Elizabethtown	KY	42701	270/737-0369	****
K750028	J.R.S. Restaurant Corporation	435 West Dixie Highway	Elizabethtown	KY	42701	270/765-4136	

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G135715	FQSR, LLC (dba KBP Foods)	3040 Dixie Highway	Erlanger	KY	41018	859/331-9623	
G135723	FQSR, LLC (dba KBP Foods)	5975 Centennial Circle	Florence	KY	41042	859/282-7045	
G135716	FQSR, LLC (dba KBP Foods)	8055 U.S. 42	Florence	KY	41042	859/371-4569	**
F569103	QSR Midwest, LLC	3001 Bastogne Avenue	Fort Campbell	KY	42223	270/439-6353	****
K750014	J.R.S. Restaurant Corporation	1229 U. S. Highway 127, S.	Frankfort	KY	40601	502/875-7040	
K750032	J.R.S. Restaurant Corporation	1411 Versailles Road	Frankfort	KY	40601	502/352-1234	
F569074	QSR Midwest, LLC	710 North Main Street	Franklin	KY	42134	270/586-6256	
J718133	JRN, Inc.	1445 Cherry Blossom Way, US 62	Georgetown	KY	40324	502/863-1867	
L518135	Tasty Chick'n Midwest, LLC	120 South L. Roger Wells Blvd.	Glasgow	KY	42141	270/651-8881	
K198008	KSK Management, Inc.	344 C. W. Stevens Boulevard	Grayson	KY	41143	606/474-5482	
K750003	J.R.S. Restaurant Corporation	101 Tway Hollow Road	Harlan	KY	40831	606/573-7268	
021493	Charter Foods, Inc.	609 College St.	Harrodsburg	KY	40330	859/734-2652	****
K198009	KSK Management, Inc.	2025 North Main Street	Hazard	KY	41701	606/439-3288	
L518118	Tasty Chick'n Midwest, LLC	2236 Highway 41, North	Henderson	KY	42420	270/826-1400	
F569078	QSR Midwest, LLC	3000 Ft. Campbell Boulevard	Hopkinsville	KY	42240	270/886-7907	
C477001	Multi-Fast Food, LLC	2018 Main Street	Inez	KY	41224	606/298-3887	****
K198026	KSK Management, Inc.	382 Highway 15 North	Jackson	KY	41339	606/666-7381	****
K750013	J.R.S. Restaurant Corporation	101 Crystal Drive	La Grange	KY	40031	502/222-1486	
028510	Charter Foods, Inc.	780 W. Main Street	Lebanon	KY	40033	270/692-0000	****
K750029	J.R.S. Restaurant Corporation	626 South Main Street	Leitchfield	KY	42754	270/259-5567	
J718108	JRN, Inc.	1494 Boardwalk	Lexington	KY	40511	859/252-4255	
K680006	LC Sharp, Inc.	2401 Nicholasville Road	Lexington	KY	40503	859/277-0416	
J718101	JRN, Inc.	3030 Richmond Road	Lexington	KY	40509	859/266-5830	
J718103	JRN, Inc.	4141 Bates Creek Centre Drive	Lexington	KY	40517	859/271-3135	
J718032	JRN, Inc.	411 Highway 80	London	KY	40741	606/878-6950	
K198027	Louisa Foods, Inc.	2864 State Highway 2565	Louisa	KY	41230	606/638-9636	
K750024	J.R.S. Restaurant Corporation	12420 LaGrange Road	Louisville	KY	40245	502/241-0347	
K750018	J.R.S. Restaurant Corporation	1835 Old Preston Highway	Louisville	KY	40229	502/957-2151	
K750015	J.R.S. Restaurant Corporation	2513 Preston Highway	Louisville	KY	40217	502/636-2828	
K750021	J.R.S. Restaurant Corporation	3280 Taylor Blvd	Louisville	KY	40215	502/361-2043	
H445021	Houston Enterprises USA, Inc.	4441 Cane Run Road	Louisville	KY	40216	502/448-3196	
K750022	J.R.S. Restaurant Corporation	4910 US Highway 42	Louisville	KY	40222	502/426-7533	
H445020	Houston Enterprises USA, Inc.	5462 New Cut Rd.	Louisville	KY	40214	502/361-1671	
K750039	J.R.S. Restaurant Corporation	5603 Preston Hwy	Louisville	KY	40219	502/540-8068	
L518111	Tasty Chick'n Midwest, LLC	197 Madison Square Drive	Madisonville	KY	42431	270/821-6644	

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L518099	Tasty Chick'n Midwest, LLC	1115 Paris Road	Mayfield	KY	42066	270/247-6443	
K750001	J.R.S. Restaurant Corporation	1217 East Cumberland Avenue	Middlesboro	KY	40965	606/248-3484	
K198025	Tri-State Food Systems, Inc.	200 Stone Street	Morehead	KY	40351	606/784-6636	
J718136	JRN, Inc.	109 Ragland Avenue	Mount Sterling	KY	40353	859/498-4963	
C761001	MSA, Inc.	1230 Richmond Street, N.	Mount Vernon	KY	40456	606/256-4910	
K750034	J.R.S. Restaurant Corporation	163 Oakbrooke Circle	Mount Washington	KY	40047	502/215-8019	
L518100	Tasty Chick'n Midwest, LLC	1104 Chestnut St	Murray	KY	42071	270/873-4868	
G135718	FQSR, LLC (dba KBP Foods)	1315 Monmouth Street	Newport	KY	41071	859/291-7448	**
J718162	JRN, Inc.	900 North Main Street	Nicholasville	KY	40356	859/881-5757	
L518110	Tasty Chick'n Midwest, LLC	3212 Highway 54	Owensboro	KY	42303	270/685-4619	
L518055	Tasty Chick'n Midwest, LLC	2725 Jackson Street	Paducah	KY	42003	270/443-6254	
L518054	Tasty Chick'n Midwest, LLC	2800 Lone Oak Road	Paducah	KY	42003	270/554-4263	
L518056	Tasty Chick'n Midwest, LLC	2921 Irvin Cobb Drive	Paducah	KY	42003	270/444-7910	****
K198024	Tri-State Food Systems, Inc.	615 North Mayo Trail	Paintsville	KY	41240	606/789-3404	
J718266	JRN, Inc.	304 Letton Drive	Paris	KY	40361	859/987-2831	****
K198005	KSK Management, Inc.	110 South Mayo Trail	Pikeville	KY	41501	606/432-3246	
K750005	J.R.S. Restaurant Corporation	117 Pine Street	Pineville	KY	40977	606/337-6717	
H445009	Houston Enterprises USA, Inc.	6908 Dixie Hwy.	Pleasure Ridge Park	KY	40258	502/933-3255	
K198014	KSK Management, Inc.	618 North Lake Drive	Prestonsburg	KY	41653	606/886-2182	
F569083	QSR Midwest, LLC	301 Marion Road	Princeton	KY	42445	270/365-9988	
K750033	J.R.S. Restaurant Corporation	262 N. Dixie Boulevard	Radcliff	KY	40160	270/351-4499	
J718100	JRN, Inc.	851 Eastern By-Pass	Richmond	KY	40475	859/623-6000	
K750040	J.R.S. Restaurant Corporation	598 S. Hwy. 127	Russell Springs	KY	42642	270/974-4487	
F569082	QSR Midwest, LLC	683 N. Main Street	Russellville	KY	42276	270/726-6966	
K750012	J.R.S. Restaurant Corporation	195 Boone Station Road	Shelbyville	KY	40065	502/633-6048	
K750019	J.R.S. Restaurant Corporation	427 Highway 44 East	Shepherdsville	KY	40165	502/955-6596	
J718265	JRN, Inc.	704 S. U.S. Hwy. 27	Somerset	KY	42501	606/679-3896	
J625122	Ampex Brands of West Virginia, Inc.	151 Appalachian Plaza	South Williamson	KY	41503	606/237-6211	
G135714	FQSR, LLC (dba KBP Foods)	5067 Sandman Dr	Taylor Mill	KY	41015	859/261-9845	****
H445018	Houston Enterprises USA, Inc.	10103 Dixie Hwy.	Valley Station	KY	40272	502/937-0574	
K198030	KB Foods, LLC	249 W Main St	West Liberty	KY	41472	606/743-2889	
K198029	KB Foods, LLC	256 Maple Street	Whitesburg	KY	41858	606/536-4870	
D746001	KD Enterprises, LLC	1280 North Highway 27	Whitley City	KY	42653	606/376-2727	
J718262	JRN, Inc.	75 Highway 92, W.	Williamsburg	KY	40769	606/549-1194	
K680001	L & G Sharp, Inc.	1 Carol Road	Winchester	KY	40391	859/744-8016	

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G135463	FQSR, LLC (dba KBP Foods)	3910 North Boulevard	Alexandria	LA	71301	318/448-1022	
L775092	KT of Baton Rouge, LLC	122 Lobdell Avenue	Baton Rouge	LA	70806	225/925-9209	****
L775090	KT of Baton Rouge, LLC	3709 Hollywood Street	Baton Rouge	LA	70805	225/358-9552	****
F685003	EGP Louisiana LLC	9690 Perkins Road	Baton Rouge	LA	70810	225/766-0807	
G135397	FQSR, LLC (dba KBP Foods)	637 Benton Road	Bossier City	LA	71111	318/742-6131	
C029001	Franchise Management Investors US, LLC	104 E. E. Wallace Boulevard	Ferriday	LA	71334	318/757-2393	
F685005	EGP Louisiana LLC	2703 S. Cabela's Parkway	Gonzales	LA	70737	225/644-2148	
F685006	EGP Louisiana LLC	223 North Morrison Boulevard	Hammond	LA	70401	985/345-1079	
F685004	EGP Louisiana LLC	1609 Westbank Expy.	Harvey	LA	70058	504/367-8911	
L775085	West Quality Food Service, Inc.	2445 Williams Blvd.	Kenner	LA	70062	504/469-5429	
G135657	FQSR, LLC (dba KBP Foods)	200 Kaliste Saloom Road	Lafayette	LA	70508	337/443-4272	
G135655	FQSR, LLC (dba KBP Foods)	3328 Ambassador Caffrey Pkwy.	Lafayette	LA	70506	337/735-4600	
G135618	FQSR, LLC (dba KBP Foods)	1102 S. 5th Street	Leesville	LA	71446	337/392-9827	
G135403	FQSR, LLC (dba KBP Foods)	1050 Homer Road	Minden	LA	71055	318/377-8828	
G135433	FQSR, LLC (dba KBP Foods)	1706 Martin Luther King Drive	Monroe	LA	71202	318/322-1106	
G135434	FQSR, LLC (dba KBP Foods)	4200 Desiard Street	Monroe	LA	71203	318/343-9231	
G135703	FQSR, LLC (dba KBP Foods)	1007 East Main	New Iberia	LA	70560	337/359-5215	
F685001	EGP Louisiana LLC	3663 General Degaulle Dr.	New Orleans	LA	70114	504/367-7975	
L775075	West Quality Food Service, Inc.	6009 Bullard Ave.	New Orleans	LA	70128	504/240-6374	
G135464	FQSR, LLC (dba KBP Foods)	2753 Highway 28 E.	Pineville	LA	71360	318/445-9499	
F685002	EGP Louisiana LLC	2830 N. Westport Drive	Port Allen	LA	70767	225/346-1148	****
G135462	FQSR, LLC (dba KBP Foods)	211 West California Avenue	Ruston	LA	71270	318/255-8867	
G135399	FQSR, LLC (dba KBP Foods)	125 East Bert Kouns	Shreveport	LA	71106	318/671-0050	
G135400	FQSR, LLC (dba KBP Foods)	6608 Youree Drive	Shreveport	LA	71105	318/795-9600	
G135394	FQSR, LLC (dba KBP Foods)	6820 Pines Road	Shreveport	LA	71129	318/688-5020	
E645003	Hannons KFC of Tallulah, Inc.	201 South Chestnut Street	Tallulah	LA	71282	318/574-1711	
G135432	FQSR, LLC (dba KBP Foods)	901 Glenwood	West Monroe	LA	71291	318/322-1691	
E685019	D.E. Foods, LLC	30 N. Beacon Street	Allston	MA	02134	617/254-2481	
J800001	Attleboro KFC Corp.	116 Pleasant Street	Attleboro	MA	02703	508/226-0700	
J089021	Charter Foods North, LLC	820 Southbridge St.	Auburn	MA	01501	508/832-5943	****
E685074	D.E. Foods, LLC	485 Boston Road	Billerica	MA	01821	978/663-3333	
E685018	D.E. Foods, LLC	218 Broad St	Bridgewater	MA	02324	508/697-8436	****
E685016	D.E. Foods, LLC	875 N Montello St	Brockton	MA	02301	508/580-9956	****
P455002	PFGS 5002 LLC	1307 Memorial Drive	Chicopee	MA	01020	413/532-3014	
E685013	D.E. Foods, LLC	465 Washington St	Dorchester	MA	02124	617/288-2140	

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E685015	D.E. Foods, LLC	695 Columbia Rd	Dorchester	MA	02125	617/282-2068	
E685002	D.E. Foods, Inc.	3015 Cranberry Hwy	East Wareham	MA	02538	508/295-9776	****
G205004	Gallant and Willette, Inc.	20 Everett Avenue	Everett	MA	02149	617/389-1799	
L560005	KFC of Taunton, a Limited Partnership	484 Pleasant St.	Fall River	MA	02721	508/676-1046	
E685024	D.E. Foods, LLC	149 Cochituate Rd	Framingham	MA	01701	508/875-1011	****
D378001	J's Four, Inc.	8 Pearson Blvd	Gardner	MA	01440	978/630-2011	****
J089020	Charter Foods North, LLC	280 Main Street	Haverhill	MA	01830	978/372-4174	****
P455004	PFGS 5004 LLC	2241 N. Hampton Street	Holyoke	MA	01040	413/536-7731	
E685027	D.E. Foods, LLC	282 Washington Street	Hudson	MA	01749	978/567-0646	****
E685004	D.E. Foods, Inc.	314 Barnstable Road	Hyannis	MA	02601	508/775-9716	****
E685003	D.E. Foods, Inc.	112 Main Street - Route 3a	Kingston	MA	02364	781/585-1582	
E685025	D.E. Foods, LLC	490 S Union Street	Lawrence	MA	01843	978/682-5008	
G205001	Gallant, Inc.	1720 Middlesex Street	Lowell	MA	01851	978/458-1883	****
P455008	PFGS 5008 LLC	481 Center Street	Ludlow	MA	01056	413/308-5993	
C516010	Triple Play Concepts, LLC	720 Lynnway	Lynn	MA	01905	781/595-0134	
E685060	D.E. Foods, LLC	75 Broadway	Malden	MA	02148	781/338-0813	
E685026	D.E. Foods, LLC	212 Haverhill Street	Methuen	MA	01844	978/689-4559	****
C516011	Triple Play Franchises, LLC	15 Medway Road	Milford	MA	01757	508/634-2890	
L560007	KFC of Taunton, a Limited Partnership	2135 Acushnet Avenue	New Bedford	MA	02745	508/995-1761	
L560008	KFC of Taunton, a Limited Partnership	506 County St.	New Bedford	MA	02740	508/993-1789	
029323	Cantina Hospitality, LLC	203 King Street	Northampton	MA	01060	413/582-0271	****
E685014	D.E. Foods, LLC	11 Washington St	Norwell	MA	02061	781/878-8280	
E685011	D.E. Foods, LLC	707 Hancock St	Quincy	MA	02170	617/471-4742	****
E685010	D.E. Foods, LLC	625 American Legion Hwy	Roslindale	MA	02131	617/524-1010	
C516009	Triple Play Concepts, LLC	421 Broadway; Rt. 1	Saugus	MA	01906	781/231-5748	
E685023	D.E. Foods, LLC	21 S Quinsigamond Ave	Shrewsbury	MA	01545	508/755-2543	****
C043001	Sum, LLC	525 Gar Highway	Somerset	MA	02726	508/679-8600	
P455007	PFGS 5007 LLC	1324 Boston Road	Springfield	MA	01129	413/342-5184	
P455003	PFGS 5003 LLC	3111 Main St.	Springfield	MA	01107	413/264-2527	
P455006	PFGS 5006 LLC	632 State Street	Springfield	MA	01109	413/363-9659	
E685017	D.E. Foods, LLC	265 Washington Street	Stoughton	MA	02072	781/297-0971	****
L560016	KFC of Taunton, a Limited Partnership	20 Cape Road	Taunton	MA	02780	508/822-2006	
E685021	D.E. Foods, LLC	501 Main St	Waltham	MA	02452	781/891-8472	
J089019	Charter Foods North, LLC	71 E. Main St.	Webster	MA	01570	508/671-0134	****
P455005	PFGS 5005 LLC	931 Riverdale Street	West Springfield	MA	01089	413/737-3460	

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P455001	PFGS 5001 LLC	285 East Main Street	Westfield	MA	01085	413/642-1938	
E685009	D.E. Foods, LLC	298 Washington St	Weymouth	MA	02188	781/337-3266	
E685020	D.E. Foods, LLC	163 Cambridge Rd	Woburn	MA	01801	781/935-4430	****
E685022	D.E. Foods, LLC	418 Park Ave	Worcester	MA	01610	508/755-5271	****
J089017	Charter Foods North, LLC	463 Lincoln Street	Worcester	MA	01605	774/415-0560	****
G135767	FQSR, LLC (dba KBP Foods)	1009 Beards Hill Road	Aberdeen	MD	21001	410/272-6926	
G135762	FQSR, LLC (dba KBP Foods)	406 Constant Friendship Blvd	Abingdon	MD	21009	410/569-1949	****
C923003	CL Food Enterprises LLC	2329 Frederick Ave.	Baltimore	MD	21223	410/566-7603	
C923002	CL Food Enterprises LLC	2853 Greenmount Ave.	Baltimore	MD	21218	410/467-8515	
K071039	MITRA QSR KNE, LLC	5000 Sinclair Lane	Baltimore	MD	21206	410/485-2588	**
K071040	MITRA QSR KNE, LLC	5647 Baltimore National Pike	Baltimore	MD	21228	410/788-5607	
C923001	CL Food Enterprises LLC	6219 Belair Road	Baltimore	MD	21206	410/325-4517	
K071045	MITRA QSR KNE, LLC	6600 Reisterstown Road	Baltimore	MD	21215	410/358-7622	
K071037	MITRA QSR KNE, LLC	7112 Liberty Rd	Baltimore	MD	21207	410/484-3089	
K071172	MITRA QSR KNE, LLC	7306 McClean Blvd.	Baltimore	MD	21234	410/661-1901	
K071038	MITRA QSR KNE, LLC	7710 Wise Ave	Baltimore	MD	21222	410/282-0366	
K071141	MITRA QSR KNE, LLC	6101 Greenbelt Rd	Berwyn Heights	MD	20740	301/474-9664	
G135321	FQSR, LLC (dba KBP Foods)	302 Canberra Way	Bryans Road	MD	20616	301/375-6186	
K071127	MITRA QSR KNE, LLC	8251 Central Ave	Capitol Heights	MD	20743	301/778-9870	
K071130	MITRA QSR KNE, LLC	6510 Coventry Way	Clinton	MD	20735	301/868-7978	
K071134	MITRA QSR KNE, LLC	4021 Bladensburg Rd	Colmar Manor	MD	20722	301/277-0799	****
K071047	MITRA QSR KNE, LLC	7125 Minstrel Way	Columbia	MD	21045	410/290-9083	
K071103	MITRA QSR KNE, LLC	506 Springdale St.	Cumberland	MD	21502	301/724-4695	
K071123	MITRA QSR KNE, LLC	6615 Marlboro Pike	District Heights	MD	20747	301/735-2882	
G135761	FQSR, LLC (dba KBP Foods)	260 Belle Hill Road	Elkton	MD	21921	410/392-8135	****
K071310	MITRA QSR KNE, LLC	9598 Livingston Rd.	Fort Washington	MD	20744	240/273-4028	
K071102	MITRA QSR KNE, LLC	1 Willowdale Dr.	Frederick	MD	21702	301/695-6599	
K071104	MITRA QSR KNE, LLC	5583 Spectrum Dr	Frederick	MD	21703	301/695-2879	****
K071131	MITRA QSR KNE, LLC	19650 Gunners Branch Road	Germantown	MD	20876	301/353-1169	****
K071136	MITRA QSR KNE, LLC	17700 Garland Groh Blvd	Hagerstown	MD	21740	240/420-6562	
K071043	MITRA QSR KNE, LLC	2309 Hanover Pike	Hampstead	MD	21074	410/374-8653	****
G135292	FQSR, LLC (dba KBP Foods)	Rt. 301 & Rt. 6	La Plata	MD	20646	301/934-0374	
K071122	MITRA QSR KNE, LLC	6701 Martin Luther King Jr Hwy	Landover	MD	20785	301/773-0100	
K071129	MITRA QSR KNE, LLC	10501 Greenbelt Rd	Lanham	MD	20706	301/464-2561	
K071100	MITRA QSR KNE, LLC	1233 National Hwy	LaVale	MD	21502	301/729-8025	

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G135314	FQSR, LLC (dba KBP Foods)	708 Nursery Rd	Linthicum Heights	MD	21090	410/589-6044	
G135293	FQSR, LLC (dba KBP Foods)	8073 Veterans Highway, Cloverleaf Business C	Millersville	MD	21108	410/969-1233	
K071041	MITRA QSR KNE, LLC	1613 Ridgeside Dr	Mount Airy	MD	21771	301/829-2722	****
G135312	FQSR, LLC (dba KBP Foods)	1682 Annapolis Rd	Odenton	MD	21113	410/551-7845	
K071126	MITRA QSR KNE, LLC	6140-42 Oxon Hill Road	Oxon Hill	MD	20745	301/567-0590	
G135765	FQSR, LLC (dba KBP Foods)	9114 Belair Road	Perry Hall	MD	21128	410/256-8460	
G135310	FQSR, LLC (dba KBP Foods)	65 West Dares Beach Road	Prince Frederick	MD	20678	410/535-2288	
K071042	MITRA QSR KNE, LLC	8634 Liberty Rd.	Randallstown	MD	21133	410/521-8283	
K071139	MITRA QSR KNE, LLC	9910 Key West Avenue	Rockville	MD	20850	301/762-6547	****
J130048	Maryland Cantina, LLC	307 Tilghman Road	Salisbury	MD	21804	410/546-4947	****
K071135	MITRA QSR KNE, LLC	7720 Blair Road	Silver Spring	MD	20912	301/588-7483	****
K071137	MITRA QSR KNE, LLC	4047 Branch Ave	Temple Hills	MD	20748	301/423-3974	
G135760	FQSR, LLC (dba KBP Foods)	1 Thurmont Blvd	Thurmont	MD	21788	301/271-5007	****
G135296	FQSR, LLC (dba KBP Foods)	10 Watkins Park Drive	Upper Marlboro	MD	20774	301/249-9711	
G135307	FQSR, LLC (dba KBP Foods)	5785 S.W. Crain Highway	Upper Marlboro	MD	20772	301/780-3640	
G135294	FQSR, LLC (dba KBP Foods)	2180 Crain Highway	Waldorf	MD	20601	240/416-9975	
K071128	MITRA QSR KNE, LLC	2119 University Blvd W	Wheaton	MD	20902	301/946-8286	****
G135827	FQSR, LLC (dba KBP Foods)	63 Center St	Auburn	ME	04210	207/782-0019	
G135834	FQSR, LLC (dba KBP Foods)	300 Civic Center Dr.	Augusta	ME	04330	207/626-0893	****
G135820	FQSR, LLC (dba KBP Foods)	603 Broadway Street	Bangor	ME	04401	207/945-5993	****
G135823	FQSR, LLC (dba KBP Foods)	470 Wilson Street	Brewer	ME	04412	207/989-9818	****
G135826	FQSR, LLC (dba KBP Foods)	17 Gurnet Road	Brunswick	ME	04011	207/725-8110	****
G135819	FQSR, LLC (dba KBP Foods)	245 High Street	Ellsworth	ME	04605	207/667-9026	****
G135832	FQSR, LLC (dba KBP Foods)	369 Wilton Road	Farmington	ME	04938	207/779-0504	****
G135825	FQSR, LLC (dba KBP Foods)	1201 Lisbon	Lewiston	ME	04240	207/784-4079	****
G135818	FQSR, LLC (dba KBP Foods)	57 Main Street	Paris	ME	04281	207/744-0292	
G135882	FQSR, LLC (dba KBP Foods)	808 Main St	Presque Isle	ME	04769	207/764-0734	****
G445001	Sanweco, Inc.	491 Main St.	Saco	ME	04072	207/283-1448	****
G445006	Sanweco, Inc.	1244 Main Street	Sanford	ME	04073	207/324-5554	****
G135822	FQSR, LLC (dba KBP Foods)	400 Gallery Boulevard	Scarborough	ME	04074	207/883-1110	****
G135833	FQSR, LLC (dba KBP Foods)	339a Madison Avenue	Skowhegan	ME	04976	207/858-4400	****
G135821	FQSR, LLC (dba KBP Foods)	444 Kennedy Memorial Drive	Waterville	ME	04901	207/872-6261	****
G135824	FQSR, LLC (dba KBP Foods)	140 Main St.	Westbrook	ME	04092	207/854-2546	****
G135828	FQSR, LLC (dba KBP Foods)	755 Roosevelt Trail	Windham	ME	04062	207/892-8663	****
K273037	PAK Management of Michigan, Inc.	930 South Main Street	Adrian	MI	49221	517/263-5851	

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G135677	FQSR, LLC (dba KBP Foods)	1317 North Eaton Street	Albion	MI	49224	517/629-5007	
C160035	Kedis Enterprises 9, LLC	8020 Allen Road	Allen Park	MI	48101	313/928-3811	
C044001	Bells and Birds, Inc.	1490 Wright Avenue	Alma	MI	48801	989/463-3182	
K980062	Timothy E. Fitzpatrick	1130 State Avenue	Alpena	MI	49707	989/356-4311	
K273025	PAK Management of Michigan, Inc.	4040 Washtenaw Avenue	Ann Arbor	MI	48108	734/971-6130	
G135375	FQSR, LLC (dba KBP Foods)	1361 N Opdyke Road	Auburn Hills	MI	48326	248/475-0949	
C044020	7 BELLS, LLC	769 N. Van Dyke Road	Bad Axe	MI	48413	989/623-9003	
G135683	FQSR, LLC (dba KBP Foods)	1149 W. Columbia Avenue	Battle Creek	MI	49015	269/963-2563	
G135674	FQSR, LLC (dba KBP Foods)	1405 Capitol Avenue, N.E.	Battle Creek	MI	49017	269/261-0898	
G135746	FQSR, LLC (dba KBP Foods)	6362 3 Mile Road	Bay City	MI	48706	989/922-4991	****
G135747	FQSR, LLC (dba KBP Foods)	908 North Euclid	Bay City	MI	48706	989/686-0640	
K273024	PAK Management of Michigan, Inc.	2169 Rawsonville Road	Belleville	MI	48111	734/482-7256	
G135680	FQSR, LLC (dba KBP Foods)	1957 M-139 Highway	Benton Harbor	MI	49022	269/925-0083	
L470018	K.F.C. Take Home of Beverly Hills, Inc.	15616 Thirteen Mile Road	Beverly Hills	MI	48025	248/985-3650	
C044008	Bells and Birds, Inc.	310 Perry Avenue	Big Rapids	MI	49307	231/796-2265	**
G135385	FQSR, LLC (dba KBP Foods)	9230 Birch Run Road	Birch Run	MI	48415	989/624-0380	
F705003	G. & S. Restaurants, Inc.	33900 Woodward Avenue	Birmingham	MI	48009	248/646-0088	
G135600	FQSR, LLC (dba KBP Foods)	1195 North Belsay Road	Burton	MI	48509	810/309-9208	
C044018	Bells and Birds, Inc.	9101 E. 34th Road	Cadillac	MI	49601	231/779-4532	
G135372	FQSR, LLC (dba KBP Foods)	41670 Ford Rd	Canton	MI	48187	734/981-4090	
C044010	Bells and Birds, Inc.	14107 Whitecreek	Cedar Springs	MI	49319	616/696-3600	*
G135684	FQSR, LLC (dba KBP Foods)	222 Lansing Road	Charlotte	MI	48813	517/543-4272	
024033	Bells and Birds, Inc.	10384 S. Clare Avenue	Clare	MI	48617	989/386-9481	****
F705006	G. & S. Restaurants, Inc.	1345 North Main	Clawson	MI	48017	248/435-5615	
G135384	FQSR, LLC (dba KBP Foods)	4255 West Vienna Road	Clio	MI	48420	810/686-8770	
G135679	FQSR, LLC (dba KBP Foods)	604 East Chicago Street	Coldwater	MI	49036	517/279-9138	
G135383	FQSR, LLC (dba KBP Foods)	10018 Lapeer Road	Davison	MI	48423	810/653-8770	
G135481	FQSR, LLC (dba KBP Foods)	10120 W. Warren Avenue	Dearborn	MI	48126	313/846-3981	
G135369	FQSR, LLC (dba KBP Foods)	12721 Michigan Ave	Dearborn	MI	48126	313/582-0610	
C160037	Kedis Enterprises 12, LLC	4605 South Telegraph Road	Dearborn Heights	MI	48125	313/292-5466	
G135366	FQSR, LLC (dba KBP Foods)	13546 W McNichols Rd	Detroit	MI	48235	313/862-1333	
G135379	FQSR, LLC (dba KBP Foods)	14201 W 7 Mile Rd	Detroit	MI	48235	313/861-0645	
G135357	FQSR, LLC (dba KBP Foods)	15700 E 8 Mile Rd	Detroit	MI	48205	313/526-2838	
G135362	FQSR, LLC (dba KBP Foods)	17750 Fenkell St	Detroit	MI	48227	313/835-6712	
G135860	FQSR, LLC (dba KBP Foods)	18303 Joy Road	Detroit	MI	48228	313/572-1642	

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G135358	FQSR, LLC (dba KBP Foods)	2600 E 8 Mile Rd	Detroit	MI	48234	313/366-8821	
G135376	FQSR, LLC (dba KBP Foods)	2601 W Davison Avenue	Detroit	MI	48238	313/867-7270	
G135361	FQSR, LLC (dba KBP Foods)	2716 W. Grand Blvd.	Detroit	MI	48208	313/875-4366	
G135363	FQSR, LLC (dba KBP Foods)	3785 Gratiot St.	Detroit	MI	48207	313/921-9233	
G135356	FQSR, LLC (dba KBP Foods)	8939 W 7 Mile Rd	Detroit	MI	48221	313/864-4050	
G135364	FQSR, LLC (dba KBP Foods)	9041 Chalmers	Detroit	MI	48213	313/372-0142	
G135354	FQSR, LLC (dba KBP Foods)	9848 Livernois Ave	Detroit	MI	48204	313/935-0422	
F705005	G.R.S. Restaurants, Inc.	600 West Bay Street	East Tawas	MI	48730	989/362-5431	**
K071170	Mitra Midwest Acquisition, LLC	1512 North Lincoln	Escanaba	MI	49829	906/786-3446	
G135745	FQSR, LLC (dba KBP Foods)	2702 Center Street	Essexville	MI	48732	989/893-3549	
K580002	Lucky Dining, Inc.	3180 Owen Road	Fenton	MI	48430	810/629-6740	
L470037	K.F.C. Take Home of Ferndale-Eight Mile, Inc.	1200 West Eight Mile Road	Ferndale	MI	48220	248/983-5050	
C160036	Kedis Enterprises 10, LLC	27127 Telegraph Road	Flat Rock	MI	48134	734/782-3033	
G135377	FQSR, LLC (dba KBP Foods)	1445 West Bristol Road	Flint	MI	48507	810/239-4628	
G135381	FQSR, LLC (dba KBP Foods)	1765 South Dort Highway	Flint	MI	48503	810/744-1550	
G135360	FQSR, LLC (dba KBP Foods)	3510 Clío Rd	Flint	MI	48504	810/785-7895	
G135373	FQSR, LLC (dba KBP Foods)	4427 Corunna Road	Flint	MI	48532	810/733-2213	
G135589	FQSR, LLC (dba KBP Foods)	3040 Kraft Road	Fort Gratiot	MI	48059	810/385-3311	**
G135772	FQSR, LLC (dba KBP Foods)	34330 Groesbeck Highway	Fraser	MI	48035	586/792-1933	
C160034	Kedis Enterprises 11, LLC	28430 Ford Road	Garden City	MI	48135	734/422-7714	
C044011	Bells and Birds, Inc.	508 W. Main	Gaylord	MI	49735	989/732-9524	
G135370	FQSR, LLC (dba KBP Foods)	6021 Dort Hwy	Grand Blanc	MI	48439	810/695-1457	
K980078	Fitzpatrick Acquisitions, L.L.C.	923 Beacon Blvd.	Grand Haven	MI	49417	616/842-0946	
K980081	Fitzpatrick Acquisitions, L.L.C.	4040 Plainfield Avenue, N.E.	Grand Rapids	MI	49525	616/364-8070	
K980120	Fitzpatrick Acquisitions, L.L.C.	945 Michigan Street NE	Grand Rapids	MI	49503	616/459-8469	
K980116	Fitzpatrick Acquisitions, L.L.C.	1616 W. Washington	Greenville	MI	48838	616/754-9675	
G135367	FQSR, LLC (dba KBP Foods)	20990 Harper Ave	Harper Woods	MI	48225	313/881-3033	
K580005	Lucky Dining, Inc.	11255 Highland Road	Hartland	MI	48353	810/632-5590	
K980088	Fitzpatrick Acquisitions, L.L.C.	131 E. Lakewood Blvd.	Holland	MI	49424	616/392-7845	
K580009	Lucky Dining, Inc.	1006 W Sharon Avenue	Houghton	MI	49931	906/523-5457	
C044015	Bells and Birds, Inc.	9367 West Lake City Road	Houghton Lake Heights	MI	48629	989/422-3112	
K580004	Lucky Dining, Inc.	3780 E. Grand River Avenue	Howell	MI	48843	517/545-7350	
C044022	7 BELLS, LLC	1887 S. Cedar Street	Imlay City	MI	48444	810/627-2318	
K980117	Fitzpatrick Acquisitions, L.L.C.	411 N. Dexter Street	Ionia	MI	48846	616/527-9511	
K580011	Lucky Dining, Inc.	32 West Adams Street	Iron River	MI	49935	906/214-5022	

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028153	Bells and Birds, Inc.	1321 E. Center Street	Ithaca	MI	48847	989/875-7009	****
K980131	Fitzpatrick Acquisitions, L.L.C.	2930 East Michigan	Jackson	MI	49202	517/787-3400	
K980132	Fitzpatrick Acquisitions, L.L.C.	911 W. Monroe Street	Jackson	MI	49202	517/784-0541	
K980077	Fitzpatrick Acquisitions, L.L.C.	238 Chicago Drive	Jenison	MI	49428	616/457-5080	
G135673	FQSR, LLC (dba KBP Foods)	5822 South Westnedge	Kalamazoo	MI	49002	269/343-5517	
K980085	Fitzpatrick Acquisitions, L.L.C.	2856 28th Street, S.E.	Kentwood	MI	49512	616/942-0572	
K980086	Fitzpatrick Acquisitions, L.L.C.	5240 Eastern Avenue	Kentwood	MI	49508	616/538-0970	
G135355	FQSR, LLC (dba KBP Foods)	383 S Broadway St	Lake Orion	MI	48362	248/693-9867	
K980124	Fitzpatrick Acquisitions, L.L.C.	3220 S. Martin Luther King Blvd.	Lansing	MI	48910	517/393-2200	**
K980125	Fitzpatrick Acquisitions, L.L.C.	4509 W. Saginaw Hwy.	Lansing	MI	48917	517/323-4073	
K980123	Fitzpatrick Acquisitions, L.L.C.	6606 S. Cedar St.	Lansing	MI	48911	517/882-9781	
G135591	FQSR, LLC (dba KBP Foods)	435 South Main	Lapeer	MI	48446	810/664-1431	
K273027	PAK Management of Michigan, Inc.	1217 Dix Road	Lincoln Park	MI	48146	313/381-8200	
K273029	PAK Management of Michigan, Inc.	556 Southfield	Lincoln Park	MI	48146	313/388-0700	
L470098	Schoolcraft Associates Corp.	13485 Farmington Road	Livonia	MI	48150	734/655-0024	
L470103	Shirley Vangeloff	29060 Plymouth Road	Livonia	MI	48150	734/793-8200	
H198002	Kentucky Fried Chicken of Ludington, Inc.	5673 West U.S. 10	Ludington	MI	49431	231/843-3496	
D104001	5M Enterprises Inc	225 Central Avenue	Mackinaw City	MI	49701	231/436-5491	
K273022	PAK Management of Michigan, Inc.	45780 N. Gratiot Avenue	Macomb	MI	48042	586/231-0020	
L470077	Shirley Vangeloff	1555 East 12 Mile Road	Madison Heights	MI	48071	248/331-9131	
H198001	Youngman, Inc.	1745 U.S. 31 South	Manistee	MI	49660	231/723-9411	****
K470001	Roubekas Enterprises Inc.	1001 West Washington	Marquette	MI	49855	906/226-7728	
G135594	FQSR, LLC (dba KBP Foods)	1501 Gratiot	Marysville	MI	48040	810/364-5130	**
K071171	Mitra Midwest Acquisition, LLC	1146 Tenth Street	Menominee	MI	49858	906/863-3335	
G135744	FQSR, LLC (dba KBP Foods)	1601 North Saginaw Road	Midland	MI	48640	989/832-2232	
K273035	PAK Management of Michigan, Inc.	1133 North Telegraph	Monroe	MI	48162	734/242-6684	
K273036	PAK Management of Michigan, Inc.	15355 South Dixie Highway	Monroe	MI	48161	734/242-6681	
G135597	FQSR, LLC (dba KBP Foods)	7008 North Saginaw Road	Mount Morris	MI	48458	810/547-4165	
C044013	Bells and Birds, Inc.	223 North Mission	Mount Pleasant	MI	48858	989/772-4370	
K980079	Fitzpatrick Acquisitions, L.L.C.	1414 Apple Avenue	Muskegon	MI	49442	231/777-3556	
G135593	FQSR, LLC (dba KBP Foods)	34530 23 Mile Road	New Baltimore	MI	48047	586/725-0014	
C044009	Bells and Birds, Inc.	8161 South Mason Street	Newaygo	MI	49337	231/652-6000	****
G135676	FQSR, LLC (dba KBP Foods)	1295 South 11th Street	Niles	MI	49120	269/683-1530	
L470068	K.F.C. Take Home of Oak Park, Inc.	22001 Coolidge	Oak Park	MI	48237	248/397-4770	
K980126	Fitzpatrick Acquisitions, L.L.C.	4876 Marsh Rd.	Okemos	MI	48864	517/349-1120	

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F705004	G.R.S. Restaurants, Inc.	5150 U.S. 23 North	Oscoda	MI	48750	989/739-3339	****
K580006	Lucky Dining, Inc.	1050 East Main Street	Owosso	MI	48867	989/723-2300	
K580008	Lucky Dining, Inc.	2893 West Lansing	Perry	MI	48872	989/403-5093	
003758	Bells and Birds, Inc.	1191 N. U.S. Highway 31	Petoskey	MI	49770	231/348-5965	****
G135685	FQSR, LLC (dba KBP Foods)	1246 West M89	Plainwell	MI	49080	269/685-1143	
G135380	FQSR, LLC (dba KBP Foods)	1000 S. Opdyke Road	Pontiac	MI	48341	248/456-0526	
G135590	FQSR, LLC (dba KBP Foods)	608 24th Street	Port Huron	MI	48060	810/984-5083	
L470034	K.F.C. Take Home of Five Mile Rd., Inc.	25551 Five Mile Road	Redford	MI	48239	313/524-0550	
L470087	Shirley Vangeloff	27026 Grand River	Redford	MI	48240	313/572-0007	
L470004	K.F.C. Take Home of East Detroit, Inc.	25320 Gratiot Avenue	Roseville	MI	48066	586/404-4447	
G135749	FQSR, LLC (dba KBP Foods)	3900 Hess Street	Saginaw	MI	48601	989/754-8497	
G135751	FQSR, LLC (dba KBP Foods)	4585 Bay Road	Saginaw	MI	48604	989/799-5796	
G135750	FQSR, LLC (dba KBP Foods)	4980 State Street	Saginaw	MI	48603	989/799-0333	
G135748	FQSR, LLC (dba KBP Foods)	8130 Gratiot Road	Saginaw	MI	48609	989/781-3700	*
L470081	K.F.C. Take Home of Harper, Inc.	28155 Harper Avenue	Saint Clair Shores	MI	48081	586/334-4300	
C044014	Bells and Birds, Inc.	2011 South U.S. 27	Saint Johns	MI	48879	989/224-8355	
G135774	FQSR, LLC (dba KBP Foods)	502 East Michigan Avenue	Saline	MI	48176	734/429-4350	****
C044019	Bells and Birds, Inc.	2865 Interstate 75 Business Spur	Sault Sainte Marie	MI	49783	906/379-2221	
F705002	G. & S. Restaurants, Inc.	24432 West Ten Mile Road	Southfield	MI	48033	248/356-7566	
K273028	PAK Management of Michigan, Inc.	12425 Dix Road	Southgate	MI	48195	734/284-2900	
K273026	PAK Management of Michigan, Inc.	12825 Eureka Road	Southgate	MI	48195	734/285-9080	
C044021	7 BELLS, LLC	3872 South Huron Road	Standish	MI	48658	989/314-0068	
L470012	K.F.C. Take Home of Sterling, Inc.	43280 Van Dyke	Sterling Heights	MI	48314	586/799-2030	
G135682	FQSR, LLC (dba KBP Foods)	406 S. Centerville Ave.	Sturgis	MI	49091	269/651-7079	
G135484	FQSR, LLC (dba KBP Foods)	7026 N. Miller Rd.	Swartz Creek	MI	48473	810/644-6306	
L470033	K.F.C. Take Home of Taylor, Inc.	10130 Telegraph Road	Taylor	MI	48180	313/456-8885	
C044016	Bells and Birds, Inc.	311 North U.S. 31 South	Traverse City	MI	49684	231/943-5025	
C044017	Bells and Birds, Inc.	720 E. Front Street	Traverse City	MI	49686	231/947-3100	
G135592	FQSR, LLC (dba KBP Foods)	50615 Van Dyke Avenue	Utica	MI	48317	586/254-2370	
K980080	Fitzpatrick Acquisitions, L.L.C.	2550 Alpine Avenue, N.W.	Walker	MI	49544	616/361-7860	
G135773	FQSR, LLC (dba KBP Foods)	13785 Thirteen Mile Road	Warren	MI	48088	586/294-9411	
L470013	K.F.C. Take Home of Centerline, Inc.	23450 Van Dyke	Warren	MI	48089	586/353-8880	
L470092	Hoover Associates Corp.	27003 Hoover Road	Warren	MI	48093	586/434-0880	
G135359	FQSR, LLC (dba KBP Foods)	4790 Dixie Hwy	Waterford	MI	48329	248/673-2030	
K580003	Lucky Dining, Inc.	4820 Highland Road	Waterford	MI	48328	248/674-1290	

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K580001	Lucky Dining, Inc.	7750 Cooley Lake Road	Waterford	MI	48327	248/363-1525	
003881	Bells and Birds, Inc.	2995 Cook Road	West Branch	MI	48661	989/345-4525	****
G135371	FQSR, LLC (dba KBP Foods)	2339 S Wayne Rd	Westland	MI	48186	734/326-1750	
L470017	Shirley Vangeloff	34015 Ford Road	Westland	MI	48185	734/431-6995	
K580010	Lucky Dining, Inc.	9689 E M36	Whitmore Lake	MI	48189	269/200-3050	
K580007	Lucky Dining, Inc.	49714 Grand River Avenue	Wixom	MI	48393	248/308-3527	
L470006	K.F.C. Take Home of Trenton, Inc.	16177 West Road	Woodhaven	MI	48183	734/365-6065	
K980084	Fitzpatrick Acquisitions, L.L.C.	1516 28th Street, S.W.	Wyoming	MI	49509	616/538-6540	
K980129	Fitzpatrick Acquisitions, L.L.C.	2510 56th Street, S.W.	Wyoming	MI	49418	616/249-3863	
K273023	PAK Management of Michigan, Inc.	39 E. Michigan Avenue	Ypsilanti	MI	48198	734/482-9663	
C750055	Argonaut Minnesota Ventures, Inc.	2221 E. Main Street	Albert Lea	MN	56007	507/373-9928	
C750104	Argonaut Minnesota Ventures, Inc.	4515 Highway 29 South	Alexandria	MN	56308	320/762-1189	
C750031	Argonaut Minnesota Ventures, Inc.	711 West Main Street	Anoka	MN	55303	763/427-1960	
C750071	Argonaut Minnesota Ventures, Inc.	7641 150th Street W.	Apple Valley	MN	55124	952/431-5414	
C029076	Franchise Management Investors US, LLC	1401 18th Ave NW	Austin	MN	55912	507/741-8355	
C750117	Argonaut Minnesota Ventures, Inc.	14430 Dellwood Drive	Baxter	MN	56425	218/829-1345	
C750116	Argonaut Minnesota Ventures, Inc.	1210 Paul Bunyan Drive, N.W.	Bemidji	MN	56601	218/751-2300	
L665008	William E. Morrow and Angela E. Morrow	11749 Ulysses Street NE	Blaine	MN	55434	763/755-0112	
C750147	Argonaut Minnesota Ventures, Inc.	8500 Xylon Ave. North	Brooklyn Park	MN	55445	612/895-2498	
C009001	Saunders Foods, Inc.	1123 Hwy. 25 North	Buffalo	MN	55313	763/682-3375	
C750077	Argonaut Minnesota Ventures, Inc.	14150 County Road 5	Burnsville	MN	55337	952/892-5590	
C750076	Argonaut Minnesota Ventures, Inc.	5060 Central Avenue, NE	Columbia Heights	MN	55421	763/571-7755	
C750072	Argonaut Minnesota Ventures, Inc.	8770 University Avenue, N.W.	Coon Rapids	MN	55448	763/784-8502	
C750107	Argonaut Minnesota Ventures, Inc.	1335 U.S. Highway 10	Detroit Lakes	MN	56501	218/847-5525	
C750124	Argonaut Minnesota Ventures, Inc.	415 Central Avenue North	Duluth	MN	55807	218/624-5411	
C750022	Argonaut Minnesota Ventures, Inc.	1287 Town Centre Drive	Eagan	MN	55123	651/452-2972	
C750132	Argonaut Minnesota Ventures, Inc.	1410 West Highway 60	Faribault	MN	55021	507/334-7075	
C750121	Argonaut Minnesota Ventures, Inc.	1308 Pokegama Avenue, South	Grand Rapids	MN	55744	218/326-2509	
C750153	Argonaut Minnesota Ventures, Inc.	1726 Vermillion St.	Hastings	MN	55033	651/317-4210	
C750129	Argonaut Minnesota Ventures, Inc.	10755 165th Street West	Lakeville	MN	55044	952/892-1114	
C750118	Argonaut Minnesota Ventures, Inc.	1600 First Avenue Northeast	Little Falls	MN	56345	320/632-2168	
C750113	Argonaut Minnesota Ventures, Inc.	1110 Madison Avenue	Mankato	MN	56001	507/387-3611	
C750192	Argonaut Minnesota Ventures, Inc.	100 West Lake Street	Minneapolis	MN	55408	612/361-2541	
C750034	Argonaut Minnesota Ventures, Inc.	701 Pine Street	Monticello	MN	55362	763/295-3375	
C750091	Argonaut Minnesota Ventures, Inc.	719 Main Avenue	Moorhead	MN	56560	218/233-5451	

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C750152	Argonaut Minnesota Ventures, Inc.	5496 St Croix Trail	North Branch	MN	55056	651/538-0985	
C750074	Argonaut Minnesota Ventures, Inc.	7037 10th Street, North	Oakdale	MN	55128	651/735-5407	
C750187	Argonaut Minnesota Ventures, Inc.	1510 2nd Street, S.W.	Rochester	MN	55902	507/288-3223	
C750186	Argonaut Minnesota Ventures, Inc.	717 12th Street, South East	Rochester	MN	55904	507/288-6200	
K760002	Steven Saunders	2087 North Snelling	Roseville	MN	55113	651/631-8133	
C750073	Argonaut Minnesota Ventures, Inc.	1560 Robert Street, South	Saint Paul	MN	55118	651/457-9822	
C750090	Argonaut Minnesota Ventures, Inc.	837 1st Ave. East	Shakopee	MN	55379	952/445-2188	
C750075	Argonaut Minnesota Ventures, Inc.	930 E. County Road E	Vadnais Heights	MN	55127	651/486-2794	
C750120	Argonaut Minnesota Ventures, Inc.	12th Avenue And Highway 53	Virginia	MN	55792	218/741-2211	
D950003	Colonel's Take Home, Inc.	1004 Second Street South	Waite Park	MN	56387	320/252-9394	
C750092	Argonaut Minnesota Ventures, Inc.	933 South First Street	Willmar	MN	56201	320/235-8440	
C750148	Argonaut Minnesota Ventures, Inc.	1558 Service Drive	Winona	MN	55987	507/452-7719	
C750018	Argonaut Minnesota Ventures, Inc.	1720 N. Humiston Avenue	Worthington	MN	56187	507/372-2809	
G135840	FQSR, LLC (dba KBP Foods)	1436 Jeffco Boulevard	Arnold	MO	63010	636/296-5858	
G135254	FQSR, LLC (dba KBP Foods)	8400 Clint Drive	Belton	MO	64012	816/331-3000	
G135014	FQSR, LLC (dba KBP Foods)	1236 NW Woods Chapel Road	Blue Springs	MO	64015	816/229-1105	****
G135009	FQSR, LLC (dba KBP Foods)	211 Highway 7 South	Blue Springs	MO	64014	816/220-2979	
C029074	Franchise Management Investors US, LLC	502 Branson Hills Parkway	Branson	MO	65616	417/243-0198	
G135263	FQSR, LLC (dba KBP Foods)	708 Baldwin	Cameron	MO	64429	816/632-6234	****
L518136	Tasty Chick'n Midwest, LLC	2101 William Street	Cape Girardeau	MO	63703	573/335-9763	
K071295	Mitra Midwest Operations, LLC	2625 Grand Avenue	Carthage	MO	64836	417/358-4568	
G135252	FQSR, LLC (dba KBP Foods)	2004 West Worley	Columbia	MO	65203	573/445-7310	
G135253	FQSR, LLC (dba KBP Foods)	3212 Clark Lane	Columbia	MO	65202	573/474-3000	
E215001	EAB Ventures, LLC, KFC De Soto Series	12961 State Highway 21	De Soto	MO	63020	636/586-8874	
C026001	Robert L. Atwell and Sandra K. Atwell	1501 S Business 54	Eldon	MO	65026	573/392-3555	
G135262	FQSR, LLC (dba KBP Foods)	1744 West Jesse James Road	Excelsior Springs	MO	64024	816/637-7564	****
J625183	Ampex Brands of St. Louis, Inc.	627 WalMart Drive	Farmington	MO	63640	573/756-5765	
J625210	Ampex Brands of St. Louis 2, Inc.	641 Gravois Road	Fenton	MO	63026	636/343-2110	
C768001	EAB Ventures, LLC, KFC Festus Series	1199 Shapiro Road	Festus	MO	63028	636/933-9397	
J625184	Ampex Brands of St. Louis, Inc.	24 Woodlawn Dr.	Flat River	MO	63601	573/431-1380	
G135836	FQSR, LLC (dba KBP Foods)	2450 North Highway 67	Florissant	MO	63033	314/837-9935	
J625280	Ampex Brands of St. Louis 3, Inc.	217 S US-54 Bus	Fulton	MO	65251	573/416-2305	
G135389	FQSR, LLC (dba KBP Foods)	5813 Antioch Road	Gladstone	MO	64119	816/455-5205	
G135259	FQSR, LLC (dba KBP Foods)	11920 Blue Ridge Extension	Grandview	MO	64030	816/761-7426	
G135782	FQSR, LLC (dba KBP Foods)	229 Highway 61	Hannibal	MO	63401	573/719-1243	

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G135243	FQSR, LLC (dba KBP Foods)	1606 Highway 291 North	Harrisonville	MO	64701	816/380-5931	
G135387	FQSR, LLC (dba KBP Foods)	1340 S. Noland Rd.	Independence	MO	64055	816/836-5588	
G135386	FQSR, LLC (dba KBP Foods)	17837 East 24 Highway	Independence	MO	64056	816/257-0054	
G135012	FQSR, LLC (dba KBP Foods)	4210 S Noland Rd	Independence	MO	64055	816/373-4707	****
G135607	FQSR, LLC (dba KBP Foods)	1209 Missouri Blvd.	Jefferson City	MO	65109	573/632-4212	
C029073	Franchise Management Investors US, LLC	2601 West 7th St.	Joplin	MO	64801	417/717-8885	
G135022	FQSR, LLC (dba KBP Foods)	3014 Independence Ave.	Kansas City	MO	64124	816/231-7161	
G135010	FQSR, LLC (dba KBP Foods)	4700 Troost Ave.	Kansas City	MO	64110	816/531-0345	
G135008	FQSR, LLC (dba KBP Foods)	6607 Prospect Ave	Kansas City	MO	64132	816/444-6670	****
G135260	FQSR, LLC (dba KBP Foods)	755 Northwest Barry Road	Kansas City	MO	64155	816/468-0676	
G135388	FQSR, LLC (dba KBP Foods)	9551 NE 83rd Ter	Kansas City	MO	64158	816/781-1014	
L518010	Tasty Chick'n Midwest, LLC	415 Independence Drive	Kennett	MO	63857	573/888-5662	
C029072	Franchise Management Investors US, LLC	2401 N. Baltimore Street	Kirksville	MO	63501	660/349-4053	
K071025	Mitra Midwest Operations, LLC	300 South Jefferson	Lebanon	MO	65536	417/532-7300	
G135258	FQSR, LLC (dba KBP Foods)	300 Rice Road	Lees Summit	MO	64086	816/246-6160	
L518009	Tasty Chick'n Midwest, LLC	1000 Highway 25 North	Malden	MO	63863	573/276-5353	
J625186	Ampex Brands of St. Louis, Inc.	101 S. Weidman Rd.	Manchester	MO	63021	636/227-9577	
K071004	Mitra Midwest Operations, LLC	202 E. Mitchell Street	Marshall	MO	65340	660/886-8008	
K071026	Mitra Midwest Operations, LLC	1251 Banning Street	Marshfield	MO	65706	417/468-6121	
G135654	FQSR, LLC (dba KBP Foods)	1622 South Main	Maryville	MO	64468	660/582-8522	
J625277	Ampex Brands of St. Louis 2, Inc.	302 W Jackson St	Mexico	MO	65265	573/567-3752	
G135756	FQSR, LLC (dba KBP Foods)	533 E 24 Highway	Moberly	MO	65270	660/833-4021	
K071030	Mitra Midwest Operations, LLC	1101 E. Mount Vernon Boulevard	Mount Vernon	MO	65712	417/466-7365	**
K071032	Mitra Midwest Operations, LLC	3075 Gardner-Edgewood Drive	Neosho	MO	64850	417/455-1535	
G135261	FQSR, LLC (dba KBP Foods)	201 SE 4th Street	Oak Grove	MO	64075	816/690-3302	****
G135844	FQSR, LLC (dba KBP Foods)	8716 Veterans Memorial Parkway	O'Fallon	MO	63366	636/272-1500	
K071005	Mitra Midwest Operations, LLC	1693 West Jackson	Ozark	MO	65721	417/581-4455	**
J625207	Ampex Brands of St. Louis 2, Inc.	1922 West Osage St.	Pacific	MO	63069	636/257-2628	
L518003	Tasty Chick'n Midwest, LLC	1212 S. Perryville Blvd.	Perryville	MO	63775	573/547-6277	
L518008	Tasty Chick'n Midwest, LLC	1211 North Westwood Boulevard	Poplar Bluff	MO	63901	573/785-3773	
J625276	Ampex Brands of St. Louis 3, Inc.	375 East High Street	Potosi	MO	63664	573/315-3842	
G135011	FQSR, LLC (dba KBP Foods)	9924 Highway 350 East	Raytown	MO	64133	816/356-9650	
G135863	FQSR, LLC (dba KBP Foods)	806 Slumber Lane	Richmond	MO	64085	816/323-0328	****
J568001	BK Foods LLC	174 Johnstown Drive	Rogersville	MO	65742	417/753-3759	****
J568002	BK Foods LLC	1001 Strobach Street	Rolla	MO	65401	573/364-5400	

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G135846	FQSR, LLC (dba KBP Foods)	1699 Jungerman Road	Saint Charles	MO	63304	636/926-3544	
G135968	FQSR, LLC (dba KBP Foods)	5332 North Belt Highway	Saint Joseph	MO	64506	816/232-6532	
G135967	FQSR, LLC (dba KBP Foods)	813 S. Belt Highway	Saint Joseph	MO	64507	816/232-8998	
J625149	Ampex Brands of St. Louis, Inc.	10557 Page	Saint Louis	MO	63132	314/427-0057	
J625278	Ampex Brands of St. Louis 3, Inc.	231 North Tucker Boulevard	Saint Louis	MO	63103	314/530-9527	
J625146	Ampex Brands of St. Louis, Inc.	3517 South Grand	Saint Louis	MO	63118	314/772-6800	
G135841	FQSR, LLC (dba KBP Foods)	4071 Union Road	Saint Louis	MO	63129	314/892-4336	
J625148	Ampex Brands of St. Louis, Inc.	5020 Delmar	Saint Louis	MO	63108	314/361-4511	
J625208	Ampex Brands of St. Louis 2, Inc.	7500 Big Bend Boulevard	Saint Louis	MO	63119	314/644-0480	
G135864	FQSR, LLC (dba KBP Foods)	8933 Jennings Station Road	Saint Louis	MO	63136	314/396-2738	
G135843	FQSR, LLC (dba KBP Foods)	4118 Mexico Road	Saint Peters	MO	63376	636/922-9009	
F485004	Lorna Mundwiller	704 S. Main	Salem	MO	65560	573/729-8700	****
G135969	FQSR, LLC (dba KBP Foods)	1513 South Limit Avenue	Sedalia	MO	65301	660/826-6912	
K071008	Mitra Midwest Operations, LLC	1808 W. Battlefield Street	Springfield	MO	65807	417/883-7920	
K071306	Mitra Midwest Operations, LLC	215 East Sunshine Street	Springfield	MO	65807	417/501-3572	
K071022	Mitra Midwest Operations, LLC	240 West Bypass North	Springfield	MO	65802	417/831-4138	**
K071009	Mitra Midwest Operations, LLC	726 W. Kearney Street	Springfield	MO	65803	417/869-4242	
J625206	Ampex Brands of St. Louis 2, Inc.	336 E South Service Road	Sullivan	MO	63080	573/458-5927	
J625205	Ampex Brands of St. Louis 2, Inc.	800 Washington Square Shopping Center	Washington	MO	63090	636/239-3989	
K071018	Mitra Midwest Operations, LLC	1731 S. Madison Street	Webb City	MO	64870	417/673-5572	
G135845	FQSR, LLC (dba KBP Foods)	718 West Pearce Boulevard	Wentzville	MO	63385	636/327-7066	
L518090	Tasty Chick'n Midwest, LLC	1301 Southern Hills Center	West Plains	MO	65775	417/256-8500	
L775057	West Quality Food Service, Inc.	904 Highway 278 East	Amory	MS	38821	662/256-9195	
L775014	West Quality Food Service, Inc.	690 Highway 6, E.	Batesville	MS	38606	662/563-5501	
L775084	West Quality Food Service, Inc.	947 Cedar Lake Road	Biloxi	MS	39532	228/392-4944	
L775033	West Quality Food Service, Inc.	513 Highway 145	Booneville	MS	38829	662/728-4782	
C029008	Franchise Management Investors US, LLC	1701 West Government	Brandon	MS	39042	601/824-1166	
L775103	West Quality Food Service, Inc.	764 Brookway Blvd	Brookhaven	MS	39601	601/833-1033	
C029014	Franchise Management Investors US, LLC	100 Byram Parkway	Byram	MS	39272	601/346-7659	
C029011	Franchise Management Investors US, LLC	1548 Peace Street	Canton	MS	39046	601/855-7265	
L775013	West Quality Food Service, Inc.	125 Highway 16, W.	Carthage	MS	39051	601/267-3661	
L775024	West Quality Food Service, Inc.	334 S. State Street	Clarksdale	MS	38614	662/627-3844	
L518045	Tasty Chick'n Southeast, LLC	205 S. Davis Avenue, U.S. Highway 61, S.	Cleveland	MS	38732	662/843-8192	
C029004	Franchise Management Investors US, LLC	442 Highway 80	Clinton	MS	39056	601/924-7232	
L775045	West Quality Food Service, Inc.	787 U.S. Highway 98 Bypass	Columbia	MS	39429	601/731-1312	

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J310009	Jack Marshall Foods, Inc.	208 Alabama Street	Columbus	MS	39702	662/328-8047	
J310065	Jack Marshall Foods, Inc.	2224 Highway 45 North	Columbus	MS	39705	662/328-2333	
J310048	Jack Marshall Foods, Inc.	1209 Highway 72, East	Corinth	MS	38834	662/286-3539	
L775052	West Quality Food Service, Inc.	631 Hill Street	Ellisville	MS	39437	601/477-8959	
L775099	West Quality Food Service, Inc.	1206 Highway 35 South	Forest	MS	39074	601/469-3361	
L518047	Tasty Chick'n Southeast, LLC	413 Interchange Drive	Fulton	MS	38843	662/862-2222	
L775047	West Quality Food Service, Inc.	2600 U.S. Highway 90	Gautier	MS	39553	228/497-1388	
L775026	West Quality Food Service, Inc.	1923 Highway 82 East	Greenville	MS	38703	662/334-9551	
L775031	West Quality Food Service, Inc.	801 West Park Avenue	Greenwood	MS	38930	662/453-6771	
F810003	Fred L. Ruth, Sr.	699 Sunset Drive	Grenada	MS	38901	662/226-4686	
L775083	West Quality Food Service, Inc.	12208 Highway 49	Gulfport	MS	39503	228/539-5927	
L775050	West Quality Food Service, Inc.	817 Cowan Road	Gulfport	MS	39507	228/896-6626	
L775100	West Quality Food Service, Inc.	5330 Old Highway 11	Hattiesburg	MS	39402	601/271-7910	
L775072	West Quality Food Service, Inc.	605 Broadway	Hattiesburg	MS	39401	601/544-8349	
L775055	West Quality Food Service, Inc.	28073 Highway 28	Hazlehurst	MS	39083	601/894-5920	****
L775094	West Quality Food Service, Inc.	2620 McIngvale Road	Hernando	MS	38632	662/429-4850	
L775087	West Quality Food Service, Inc.	620 Highway 7	Holly Springs	MS	38635	662/252-2351	
L775061	West Quality Food Service, Inc.	1005 Goodman Road	Horn Lake	MS	38637	662/349-4404	
L518046	Tasty Chick'n Southeast, LLC	450 N. Jackson	Houston	MS	38851	662/456-9494	
C412001	R & J Foods, LLC	1014 Highway 82	Indianola	MS	38751	662/887-5842	****
C029015	Franchise Management Investors US, LLC	220 W. Woodrow Wilson Avenue	Jackson	MS	39213	601/713-4213	
C029007	Franchise Management Investors US, LLC	3198 West Northside Drive	Jackson	MS	39213	601/982-0924	
C029003	Franchise Management Investors US, LLC	3296 Highway 80 West	Jackson	MS	39204	601/812-5478	
L775098	West Quality Food Service, Inc.	44 Veterans Memorial Drive	Kosciusko	MS	39090	662/289-7568	
L775042	West Quality Food Service, Inc.	715 North 16th Avenue	Laurel	MS	39440	601/425-1311	
L775096	West Quality Food Service, Inc.	958 W. Main Street	Louisville	MS	39339	662/773-5288	****
L775101	West Quality Food Service, Inc.	236 KFC Road	Macon	MS	39341	662/726-4351	****
C029010	Franchise Management Investors US, LLC	225 Pinola Drive	Magee	MS	39111	601/849-4511	
L775043	West Quality Food Service, Inc.	123 Presley Boulevard	McComb	MS	39648	601/684-6841	
L775064	West Quality Food Service, Inc.	1804 North Frontage Road	Meridian	MS	39301	601/693-4431	
L775066	West Quality Food Service, Inc.	2437 North Hills Street	Meridian	MS	39305	601/482-0072	
C029002	Franchise Management Investors US, LLC	24 Sargent Prentiss	Natchez	MS	39120	601/442-0992	
L775027	West Quality Food Service, Inc.	112 Park Plaza	New Albany	MS	38652	662/534-9697	
L775068	West Quality Food Service, Inc.	289 East Side Drive	Newton	MS	39345	601/683-3115	****
L775067	West Quality Food Service, Inc.	7301 Hacks Cross Road	Olive Branch	MS	38654	662/890-5722	

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L775046	West Quality Food Service, Inc.	3957 Denny Avenue	Pascagoula	MS	39581	228/769-1966	
L775011	West Quality Food Service, Inc.	229 West Beacon Street	Philadelphia	MS	39350	601/656-5041	
L775095	West Quality Food Service, Inc.	321 Highway 15 North	Pontotoc	MS	38863	662/489-2403	
C029005	Franchise Management Investors US, LLC	1068 County Line Road	Ridgeland	MS	39157	601/956-7635	
L775056	West Quality Food Service, Inc.	497 City Avenue	Ripley	MS	38663	662/837-2796	****
D534001	Michael J. Broussard and Stephen B. Broussard	127A Highway 12, West	Starkville	MS	39759	662/323-1944	
L518044	Tasty Chick'n Southeast, LLC	2602 West Main Street	Tupelo	MS	38801	662/844-0670	
L518043	Tasty Chick'n Southeast, LLC	508 North Gloster Street	Tupelo	MS	38804	662/842-4154	
E645009	Hannon's Food Service of Vicksburg, Inc.	2730 South Frontage Road	Vicksburg	MS	39180	601/301-4195	
E645004	Hannon's Food Service of Vicksburg, Inc.	2915 Clay Street	Vicksburg	MS	39183	601/638-3416	
L775041	West Quality Food Service, Inc.	700 1/2 Mississippi Drive	Waynesboro	MS	39367	601/735-4911	
C029009	Franchise Management Investors US, LLC	1703 N. Jerry Clower Boulevard	Yazoo City	MS	39194	662/746-7650	
E513001	Braydon Enterprises, Inc.	1550 North 19th	Bozeman	MT	59715	406/587-0716	*
C750171	Argonaut Food Partners, LLC	3099 Harrison Avenue	Butte	MT	59701	406/494-3535	*
C750170	Argonaut Food Partners, LLC	317 Central Ave W	Great Falls	MT	59404	406/315-8434	*
C750172	Argonaut Food Partners, LLC	1345 N 1st St	Hamilton	MT	59840	406/363-4210	*
C750173	Argonaut Food Partners, LLC	60 North Main	Kalispell	MT	59901	406/609-4076	
C750169	Argonaut Food Partners, LLC	3306 Brooks Street	Missoula	MT	59801	406/543-6601	*
E514001	C & M Fast Food, L.L.C.	1 Commercial Way	Whitehall	MT	59759	406/287-3412	*
G136007	FQSR, LLC (dba KBP Foods)	1704 N. Sandhills Blvd.	Aberdeen	NC	28315	910/944-7205	
G135208	FQSR, LLC (dba KBP Foods)	1500-10 E. Memorial Drive	Ahoskie	NC	27910	252/332-5297	****
E320015	Fulenwider Enterprises, Inc.	646 Highway 24/27	Albemarle	NC	28001	704/983-8787	
G135995	FQSR, LLC (dba KBP Foods)	1403 West Williams Blvd	Apex	NC	27523	919/303-7997	
G135938	FQSR, LLC (dba KBP Foods)	601 E. Dixie Drive	Asheboro	NC	27203	336/629-3229	
J718084	JRN, Inc.	1030 Patton Avenue	Asheville	NC	28806	828/253-2284	
J718112	JRN, Inc.	800 Fairview Road, River Ridge Market Place	Asheville	NC	28803	828/298-0312	
G135960	FQSR, LLC (dba KBP Foods)	6813 E. Wilkinson Boulevard	Belmont	NC	28012	704/825-8817	
029411	Luihn VantEdge Partners, LLC	12340 State Highway 210	Benson	NC	27504	919/209-0405	****
G135964	FQSR, LLC (dba KBP Foods)	219 South Main St.	Boiling Springs	NC	28017	704/434-0002	****
E320011	Fulenwider Enterprises, Inc.	1668 Blowing Rock Road	Boone	NC	28607	828/264-4405	
H667007	Paris & Potter Management of Eastern Carolina, LLC	502 State Highway 53, E.	Burgaw	NC	28425	910/259-0047	
G135186	FQSR, LLC (dba KBP Foods)	1820 N. Church Street	Burlington	NC	27217	336/229-1345	
G135184	FQSR, LLC (dba KBP Foods)	2304 Maple Avenue	Burlington	NC	27215	336/229-6104	
G135185	FQSR, LLC (dba KBP Foods)	665 Huffman Mill Road	Burlington	NC	27215	336/524-9578	
H667025	Paris & Potter Management Corporation	895 NC Highway 24-87	Cameron	NC	28326	919/498-1750	

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E320030	Fulenwider Enterprises, Inc.	24 New Clyde Highway	Canton	NC	28716	828/648-3335	
029483	Luihn VantEdge Partners, LLC	1011 N Harrison Ave	Cary	NC	27513	919/467-6318	****
E320100	Phoenix Taco, L.L.C.	1045 W Sugar Creek Road	Charlotte	NC	28213	786/845-6402	
E320057	Phoenix Taco, L.L.C.	1101 N Wendover Rd	Charlotte	NC	28211	704/366-5295	
E320068	Phoenix Taco, L.L.C.	2639 Freedom Drive	Charlotte	NC	28208	704/440-0001	
E320060	Phoenix Taco, L.L.C.	321 East Woodlawn Road	Charlotte	NC	28217	704/521-1453	
E320061	Phoenix Taco, L.L.C.	5032 Sunset Rd	Charlotte	NC	28269	704/598-7767	
E320066	Phoenix Taco, L.L.C.	5540 University Pointe Blvd	Charlotte	NC	28262	704/510-2228	****
E320062	Phoenix Taco, L.L.C.	6320 West Sugar Creek Road	Charlotte	NC	28269	704/596-3633	
E320058	Phoenix Taco, L.L.C.	6424 Albemarle Rd	Charlotte	NC	28212	704/537-3070	
E320063	Phoenix Taco, L.L.C.	9010 South Tryon Street	Charlotte	NC	28273	704/588-3117	
E320044	Fulenwider Enterprises, Inc.	1101 East Church Street	Cherryville	NC	28021	704/435-9090	
G135196	FQSR, LLC (dba KBP Foods)	2390 Lewisville Clemmons Rd	Clemmons	NC	27012	336/766-8630	
H667010	Paris & Potter Management Corporation	1112 Sunset Avenue	Clinton	NC	28328	910/592-5778	
J718171	JRN, Inc.	258 Concord Parkway, So.	Concord	NC	28027	704/721-0114	****
J718235	JRN, Inc.	7751 Gateway Lane	Concord	NC	28027	704/979-8386	****
029402	Luihn VantEdge Partners, LLC	1544 Highway 56	Creedmoor	NC	27522	919/528-1027	****
G136004	FQSR, LLC (dba KBP Foods)	1003 Dallas-Cherryville Highway	Dallas	NC	28034	704/923-0901	
E320033	Fulenwider Enterprises, Inc.	6159 Hwy 16 South	Denver	NC	28037	704/483-9120	****
H667009	Paris & Potter Management Corporation	1192 W. Broad Street	Dunn	NC	28334	910/892-6189	
029412	Luihn VantEdge Partners, LLC	1110 W. NC 54	Durham	NC	27707	919/419-9428	****
G135987	FQSR, LLC (dba KBP Foods)	1804 South Miami Blvd.	Durham	NC	27703	919/957-0745	
029406	Luihn VantEdge Partners, LLC	3570 Hillsborough Rd	Durham	NC	27705	919/383-0081	****
G135990	FQSR, LLC (dba KBP Foods)	511 Horton Rd.	Durham	NC	27704	919/479-3044	
G135993	FQSR, LLC (dba KBP Foods)	806 Fayetteville Street	Durham	NC	27701	919/530-8119	
G135934	FQSR, LLC (dba KBP Foods)	123 N. Van Buren Road	Eden	NC	27288	336/623-8414	
G135207	FQSR, LLC (dba KBP Foods)	116 Hughes Boulevard	Elizabeth City	NC	27909	252/335-5050	
G136013	FQSR, LLC (dba KBP Foods)	301 S. Poplar Street	Elizabethtown	NC	28337	910/862-2636	
E320148	AceDeuce 2, LLC	1485 N. Bridge Street	Elkin	NC	28621	336/835-3027	
H667012	Paris & Potter Management Corporation	1207 Bragg Boulevard	Fayetteville	NC	28301	910/485-2531	
H667016	Paris & Potter Management Corporation	2500 Hope Mills Road	Fayetteville	NC	28306	910/424-0038	
H667021	Paris & Potter Management Corporation	2849 Owen Drive	Fayetteville	NC	28306	910/321-6018	
H667013	Paris & Potter Management Corporation	3613 Ramsey Street	Fayetteville	NC	28311	910/822-0120	
H667017	Paris & Potter Management Corporation	5077 Morganton Road	Fayetteville	NC	28314	910/867-0717	
H667008	Paris & Potter Management of Eastern Carolina, LLC	5080 NC Highway 87 South	Fayetteville	NC	28306	910/223-2959	

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H667011	Paris & Potter Management Corporation	680 S. Reilly Road	Fayetteville	NC	28314	910/487-7988	
H667022	Paris & Potter Management Corporation	9505 Cliffdale Road	Fayetteville	NC	28304	910/826-8800	
G135961	FQSR, LLC (dba KBP Foods)	131 Bethany Church Road	Forest City	NC	28043	828/245-5716	
E320019	Fulenwider Enterprises, Inc.	441 Holly Springs Plaza	Franklin	NC	28734	828/524-5965	
G135992	FQSR, LLC (dba KBP Foods)	1599 US Highway 70 W	Garner	NC	27529	919/662-1003	
029404	Luihn VantEdge Partners, LLC	5530 North Carolina Highway 42	Garner	NC	27529	919/773-2440	****
G136006	FQSR, LLC (dba KBP Foods)	1690 Neal Hawkins Road	Gastonia	NC	28056	704/867-3390	
G136010	FQSR, LLC (dba KBP Foods)	503 N. New Hope Road & I-85	Gastonia	NC	28054	704/864-0331	
C748033	Coastal Plains Restaurants, LLC	214 North Berkeley Boulevard	Goldsboro	NC	27534	919/751-0874	
C748030	Coastal Plains Restaurants, LLC	700 East Ash Street	Goldsboro	NC	27530	919/735-0424	
G135190	FQSR, LLC (dba KBP Foods)	1600 Bessemer	Greensboro	NC	27405	336/275-9831	
G135191	FQSR, LLC (dba KBP Foods)	2317 Battleground Avenue	Greensboro	NC	27408	336/288-0473	
G135205	FQSR, LLC (dba KBP Foods)	2340 Randleman Road	Greensboro	NC	27406	336/274-3570	
G135595	FQSR, LLC (dba KBP Foods)	3105 Sands Drive	Greensboro	NC	27405	336/285-5839	
G135619	FQSR, LLC (dba KBP Foods)	3818 B W Gate City Blvd.	Greensboro	NC	27407	336/890-6910	
G135188	FQSR, LLC (dba KBP Foods)	4623 W. Market Street	Greensboro	NC	27407	336/855-6306	
C748035	Coastal Plains Restaurants, LLC	1998 Stantonsburg Road	Greenville	NC	27834	252/752-5377	
C748029	Coastal Plains Restaurants, LLC	600 West Greenville Boulevard	Greenville	NC	27834	252/756-6434	
H667001	Paris & Potter Management of Eastern Carolina, LLC	107 Miller Blvd.	Havelock	NC	28532	252/447-8144	
G135997	FQSR, LLC (dba KBP Foods)	1553 Dabney Drive	Henderson	NC	27536	252/492-2773	
E320016	Fulenwider Enterprises, Inc.	1903 Four Seasons Boulevard	Hendersonville	NC	28792	828/615-8171	
C570001	Felker Day, Inc.	1900 12th Avenue, NE	Hickory	NC	28601	828/328-1270	
G135193	FQSR, LLC (dba KBP Foods)	1711 N. Main Street	High Point	NC	27262	743/208-8440	
G135195	FQSR, LLC (dba KBP Foods)	2722 S. Main	High Point	NC	27263	336/885-8423	
C570002	Felker Day, Inc.	311 Highway 70 East	Hildebran	NC	28637	828/328-4420	
029400	Luihn VantEdge Partners, LLC	353 S. Churton Street	Hillsborough	NC	27278	919/732-5590	****
029354	Luihn VantEdge Partners, LLC	7108 G. B. Alford Highway	Holly Springs	NC	27540	919/557-3801	****
E320023	Fulenwider Enterprises, Inc.	640 Main Street	Hudson	NC	28638	828/728-8773	
G136016	FQSR, LLC (dba KBP Foods)	13900 US Highway 74	Indian Trail	NC	28079	704/821-5641	
C748031	Coastal Plains Restaurants, LLC	1207 North Marine Boulevard	Jacksonville	NC	28540	910/455-1981	
C748027	Coastal Plains Restaurants, LLC	201 Western Boulevard	Jacksonville	NC	28546	910/353-0396	
J718319	JRN, Inc.	531 S. Cannon Blvd.	Kannapolis	NC	28083	704/933-2201	
G135198	FQSR, LLC (dba KBP Foods)	826 S Main St	Kernersville	NC	27284	336/993-2249	
G135197	FQSR, LLC (dba KBP Foods)	706 S Main St	King	NC	27021	336/983-6706	
G135959	FQSR, LLC (dba KBP Foods)	409 E. King Street	Kings Mountain	NC	28086	704/739-6911	

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C748032	Coastal Plains Restaurants, LLC	1613 West Vernon Avenue	Kinston	NC	28504	252/527-6411	
G135985	FQSR, LLC (dba KBP Foods)	7040 Highway 64, E.	Knightdale	NC	27545	919/266-4096	
G135999	FQSR, LLC (dba KBP Foods)	1513 S. Main	Laurinburg	NC	28352	910/276-1136	
G136015	FQSR, LLC (dba KBP Foods)	104 Village Road	Leland	NC	28451	910/383-1510	
C570008	Felker Day, Inc.	428 Blowing Rock Road	Lenoir	NC	28645	828/758-2400	
C570009	Felker Day, Inc.	1707 Cotton Grove Road	Lexington	NC	27292	336/357-5858	
C570012	Felker Day, Inc.	600 S. Main Street	Lexington	NC	27292	336/248-2666	
E320049	Fulenwider Enterprises, Inc.	1916 East Main Street	Lincolnton	NC	28092	704/735-4671	
E320072	EM Squared, LLC	116 Browns Hills Rd.	Locust	NC	28097	704/269-6304	
041399	Luihn VantEdge Partners, LLC	207 S. Bickett Boulevard	Louisburg	NC	27549	919/496-4919	****
G136008	FQSR, LLC (dba KBP Foods)	2000 Roberts Avenue	Lumberton	NC	28358	910/738-7558	
G136009	FQSR, LLC (dba KBP Foods)	520 W. Second Street	Lumberton	NC	28358	910/738-2658	
G135202	FQSR, LLC (dba KBP Foods)	608 West Highway Street	Madison	NC	27025	336/427-4277	
E320028	Fulenwider Enterprises, Inc.	3334 South Highway 226	Marion	NC	28752	828/652-5080	
E320147	AceDeuce 2, LLC	1230 Yadkinville Road	Mocksville	NC	27028	336/753-3000	
G136012	FQSR, LLC (dba KBP Foods)	2021 W. Roosevelt Boulevard	Monroe	NC	28110	704/283-5975	
G135962	FQSR, LLC (dba KBP Foods)	429 E. Plaza Drive	Mooresville	NC	28115	704/663-5330	
H667006	Paris & Potter Management of Eastern Carolina, LLC	3414 Arendell Street	Morehead City	NC	28557	252/726-6033	
E320094	Fulenwider Enterprises, Inc.	927 West Union Street	Morganton	NC	28655	828/391-9904	
G135187	FQSR, LLC (dba KBP Foods)	2120 Rockford Extension	Mount Airy	NC	27030	336/786-1911	
E320046	Fulenwider Enterprises, Inc.	1321 Andrews Road	Murphy	NC	28906	828/835-9320	
039755	Charter Central, LLC	7320 S. Virginia Dare Trail	Nags Head	NC	27959	252/441-3028	****
G136027	FQSR, LLC (dba KBP Foods)	100 West Nashville Dr.	Nashville	NC	27856	252/220-5394	
H667004	Paris & Potter Management of Eastern Carolina, LLC	2212 Neuse Boulevard	New Bern	NC	28560	252/638-2815	
C570003	Felker Day, Inc.	2805 Northwest Boulevard	Newton	NC	28658	828/464-8070	
041398	Luihn VantEdge Partners, LLC	527 East Industry Drive	Oxford	NC	27565	919/693-3424	****
G136005	FQSR, LLC (dba KBP Foods)	106 North Odum Street	Pembroke	NC	28372	910/521-8448	
029482	Luihn VantEdge Partners, LLC	63 Lowes Drive	Pittsboro	NC	27312	919/545-8999	****
H667003	Paris & Potter KT of Plymouth, LLC	860 Highway 64 East	Plymouth	NC	27962	252/793-4499	****
G136014	FQSR, LLC (dba KBP Foods)	103 Laurinburg Road	Raeford	NC	28376	910/875-6876	
G135994	FQSR, LLC (dba KBP Foods)	3408 Poole Road	Raleigh	NC	27610	919/212-2504	
G135989	FQSR, LLC (dba KBP Foods)	4040 Capital Blvd.	Raleigh	NC	27604	919/872-5356	
029424	Luihn VantEdge Partners, LLC	5434 Six Forks Rd	Raleigh	NC	27609	919/781-5458	****
G136017	FQSR, LLC (dba KBP Foods)	911 East 4th Street	Red Springs	NC	28377	910/843-5957	
G135189	FQSR, LLC (dba KBP Foods)	209 W. Harrison	Reidsville	NC	27320	336/349-7029	

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G136021	FQSR, LLC (dba KBP Foods)	91 Premier Boulevard	Roanoke Rapids	NC	27870	252/537-9101	
G136011	FQSR, LLC (dba KBP Foods)	1354 E. Broad St.	Rockingham	NC	28379	910/895-9581	
G136020	FQSR, LLC (dba KBP Foods)	2108 Stone Rose Dr.	Rocky Mount	NC	27804	252/442-7390	
G135936	FQSR, LLC (dba KBP Foods)	2180 Durham Road	Roxboro	NC	27573	336/599-2210	****
G135963	FQSR, LLC (dba KBP Foods)	115 College Ave	Rutherfordton	NC	28139	828/287-9243	
C570014	Felker Day, Inc.	1006 Mooresville Road	Salisbury	NC	28147	704/636-7132	
C570013	Felker Day, Inc.	628 E. Innes Street	Salisbury	NC	28144	704/636-7131	
G135986	FQSR, LLC (dba KBP Foods)	704 Horner Boulevard	Sanford	NC	27330	919/775-5615	
H667015	Paris & Potter Management Corporation	406 U.S. Highway 70 East	Selma	NC	27576	919/965-9238	
G136019	FQSR, LLC (dba KBP Foods)	348 Whiteville Road NW	Shallotte	NC	28470	910/755-7888	
C570006	Felker Day, Inc.	1102 East Dixon Boulevard	Shelby	NC	28152	704/487-7252	
C570004	Felker Day, Inc.	326 Grover Street	Shelby	NC	28150	704/487-4146	
G135988	FQSR, LLC (dba KBP Foods)	1702 East 11th Street	Siler City	NC	27344	919/742-4343	
E320014	Fulenwider Enterprises, Inc.	12358 Highway 226 South	Spruce Pine	NC	28777	828/765-1532	****
E320137	FEII, LLC	1005 Glenway Drive	Statesville	NC	28625	704/871-8118	
E320136	FEII, LLC	1102 Salisbury Road	Statesville	NC	28625	704/873-8821	
C748028	Coastal Plains Restaurants, LLC	706 Western Boulevard	Tarboro	NC	27886	252/823-6766	
C570007	Felker Day, Inc.	24 Liledoun Road	Taylorsville	NC	28681	828/632-5153	****
G135194	FQSR, LLC (dba KBP Foods)	943 Randolph Street	Thomasville	NC	27360	336/475-3224	
G136023	FQSR, LLC (dba KBP Foods)	212 N. Washington St.	Wadesboro	NC	28170	704/694-2833	
G135991	FQSR, LLC (dba KBP Foods)	12313 Capital Blvd.	Wake Forest	NC	27587	919/556-9408	
H667018	Paris & Potter Management Corporation	705 North Norwood Street	Wallace	NC	28466	910/285-4992	
H667002	Paris & Potter Management of Eastern Carolina, LLC	1510 Carolina Avenue	Washington	NC	27889	252/946-1250	
E320157	CRI Gen2, LLC	667 Russ Avenue	Waynesville	NC	28786	828/456-6626	
J718147	JRN, Inc.	91 Weaver Boulevard	Weaverville	NC	28787	828/645-4438	
E320007	Fulenwider Enterprises, Inc.	51 Beaver Creek School Rd	West Jefferson	NC	28694	336/246-8871	****
G136026	FQSR, LLC (dba KBP Foods)	709 N. JK Powell Boulevard	Whiteville	NC	28472	910/642-3054	
E320013	Fulenwider Enterprises, Inc.	1900 Addison Ave	Wilkesboro	NC	28697	336/667-1313	
C748052	Coastal Plains Restaurants, LLC	1471 Washington Street	Williamston	NC	27892	252/792-7211	****
G136018	FQSR, LLC (dba KBP Foods)	2526 Carolina Beach Road	Wilmington	NC	28401	910/763-5341	
G136025	FQSR, LLC (dba KBP Foods)	5120 Market Street	Wilmington	NC	28405	910/796-6654	
C748026	Coastal Plains Restaurants, LLC	1870 Tarboro Street, W.	Wilson	NC	27893	252/237-4107	
C748036	Coastal Plains Restaurants, LLC	901 Highway 301	Wilson	NC	27893	252/399-1118	****
G135199	FQSR, LLC (dba KBP Foods)	1125 N Liberty St	Winston Salem	NC	27101	336/725-9022	
G135203	FQSR, LLC (dba KBP Foods)	1203 Silas Creek Parkway	Winston Salem	NC	27127	336/723-8758	

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G135201	FQSR, LLC (dba KBP Foods)	5715 University Pky	Winston Salem	NC	27105	336/767-0060	**
E320146	AceDeuce 2, LLC	705 South State Street	Yadkinville	NC	27055	336/677-8686	
029481	Luihn VantEdge Partners, LLC	161 Wakelon Drive	Zebulon	NC	27597	919/404-1701	****
C750030	Argonaut Food Partners, LLC	2630 State Street	Bismarck	ND	58503	701/222-4125	
F275015	Dee Jay's QSR of North Dakota, Inc.	403 Highway 2, W.	Devils Lake	ND	58301	701/662-2675	
F275002	J. W. J. Enterprises, Inc.	235 Osborn Drive	Dickinson	ND	58601	701/225-3838	*
C750109	Argonaut Food Partners, LLC	706 South Washington	Grand Forks	ND	58201	701/772-3447	
F275016	Dee Jay's QSR of North Dakota, Inc.	1929 North Broadway	Minot	ND	58703	701/852-3956	
F275017	Dee Jay's QSR of North Dakota, Inc.	3100 South Broadway	Minot	ND	58701	701/852-1397	*
C750106	Argonaut Food Partners, LLC	1410 13th Avenue, E.	West Fargo	ND	58078	701/492-0555	
F275001	Dee Jay's Chicken Village of Williston, Inc.	212 14th Street	Williston	ND	58801	701/572-7781	
C750185	Argonaut Food Partners, LLC	1316 N. Sixth Street	Beatrice	NE	68310	402/223-5974	
G135120	FQSR, LLC (dba KBP Foods)	1407 JF Kennedy Dr.	Bellevue	NE	68005	402/291-0500	
C750139	Argonaut Food Partners, LLC	1801 23rd Street	Columbus	NE	68601	402/564-3611	
G135893	FQSR, LLC (dba KBP Foods)	707 East 23rd Street	Fremont	NE	68025	402/721-7720	
C750184	Argonaut Food Partners, LLC	1804 N. Webb Road	Grand Island	NE	68803	308/381-1414	
C750183	Argonaut Food Partners, LLC	924 S. Burlington Avenue	Hastings	NE	68901	402/462-6663	
C750182	Argonaut Food Partners, LLC	215 E. 25th Street	Kearney	NE	68847	308/237-7888	
G135030	FQSR, LLC (dba KBP Foods)	8311 Harrison	La Vista	NE	68128	402/331-8300	
F275018	Restaurants 1997A, Inc.	2221 N. 86th Street	Lincoln	NE	68505	402/465-8803	**
F275013	Restaurants 1997A, Inc.	2540 North 11th	Lincoln	NE	68521	402/477-8585	
F275019	Restaurants 1997A, Inc.	903 South Street	Lincoln	NE	68502	402/476-0291	
H995002	Van Dyke and Associates, Inc.	1006 South 13th Street	Norfolk	NE	68701	402/371-0530	
C750190	Argonaut Food Partners, LLC	220 S. Jeffers Street	North Platte	NE	69101	308/532-8900	
G135028	FQSR, LLC (dba KBP Foods)	13715 Q Street	Omaha	NE	68137	402/895-2600	
G135167	FQSR, LLC (dba KBP Foods)	2555 S. 175th Street	Omaha	NE	68130	402/933-5211	
G135026	FQSR, LLC (dba KBP Foods)	4802 L Street	Omaha	NE	68117	402/731-0500	
G135065	FQSR, LLC (dba KBP Foods)	6512 N. 72nd Street	Omaha	NE	68122	402/455-8400	
G135029	FQSR, LLC (dba KBP Foods)	7601 North 30th Street	Omaha	NE	68112	402/453-9700	**
G135025	FQSR, LLC (dba KBP Foods)	8770 Maple Street	Omaha	NE	68134	402/391-8700	
C029050	Franchise Management Investors US, LLC	2412 W. 8th Avenue	Plattsmouth	NE	68048	402/296-5050	****
E720519	Harman Management Corporation	828 W. 27th Street	Scottsbluff	NE	69361	308/632-3221	
C029051	Franchise Management Investors US, LLC	3803 S. Lincoln Avenue	York	NE	68467	402/362-6845	****
J089022	Charter Foods North, LLC	125 Route 101A Ste B	Amherst	NH	03031	603/889-0957	****
C039001	Evans Foods LLC	255 Washington Street	Claremont	NH	03743	603/542-9427	

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E685029	D.E. Foods, Inc.	18 Hall Street	Concord	NH	03301	603/224-5480	
J089024	Charter Foods North, LLC	4 Chambers Drive	Hooksett	NH	03106	603/623-1690	****
J089026	Charter Foods North, LLC	85 Key Rd	Keene	NH	03431	603/357-3955	****
J089023	Charter Foods North, LLC	68 Nashua Road	Londonderry	NH	03053	603/432-6840	****
J089015	Charter Foods North, LLC	955 Second Street	Manchester	NH	03102	603/668-4805	
E685055	D.E. Foods, Inc.	5 Sonja Road	Rindge	NH	03461	603/899-5711	
G135829	FQSR, LLC (dba KBP Foods)	547 Columbus Avenue	Rochester	NH	03867	603/332-8111	
G135981	FQSR, LLC (dba KBP Foods)	306 Lafayette Road	Seabrook	NH	03874	603/474-5101	****
G445005	Sanweco, Inc.	9 Commercial Drive	Somersworth	NH	03878	603/692-7900	****
C029040	Franchise Management Investors US, LLC	37 Tilton Road	Tilton	NH	03276	802/649-6502	
J089025	Charter Foods North, LLC	197 South Main Street	West Lebanon	NH	03784	603/298-7034	****
G135332	FQSR, LLC (dba KBP Foods)	516 Broadway	Bayonne	NJ	07002	201/858-1573	
G135611	FQSR, LLC (dba KBP Foods)	250 Glenwood Avenue	Bloomfield	NJ	07003	973/680-0476	
D185003	Kimsco, Inc.	468 Brick Blvd.	Brick	NJ	08723	732/477-1440	
K071058	MITRA QSR KNE, LLC	29 E. Broad Street	Bridgeton	NJ	08302	856/455-7071	
D198005	Sunbeam Bridgewater Inc.	989 Route 22 East	Bridgewater	NJ	08807	908/685-9758	
K071087	MITRA QSR KNE, LLC	701 Browning Lane	Brooklawn	NJ	08030	856/742-1819	
K071085	MITRA QSR KNE, LLC	Rt. 130 & High St.	Burlington	NJ	08016	609/386-2680	
K071094	MITRA QSR KNE, LLC	1516 Route 38	Cherry Hill	NJ	08002	856/486-9247	
K295004	564 K Food Corp	564 Monmouth Road	Cream Ridge	NJ	08514	732/928-9743	
K295001	East Brunswick KFC, Inc.	287 Route 18	East Brunswick	NJ	08816	732/238-9719	
G135331	FQSR, LLC (dba KBP Foods)	434 Central Ave	East Orange	NJ	07018	973/674-9300	
G135327	FQSR, LLC (dba KBP Foods)	114-116 Rahway Avenue	Elizabeth	NJ	07202	908/354-2551	
G135322	FQSR, LLC (dba KBP Foods)	2170 Fletcher Ave	Fort Lee	NJ	07024	201/592-5245	****
K250015	H & S Restaurants, Inc.	510 South River Street	Hackensack	NJ	07601	201/880-5719	
K250011	H & S Restaurants, Inc.	177 Route 17 South	Hasbrouck Heights	NJ	07604	201/426-0380	
G135301	FQSR, LLC (dba KBP Foods)	Route 36, Airport Plaza	Hazlet	NJ	07730	732/739-9200	
G135330	FQSR, LLC (dba KBP Foods)	688-692 Lyons Avenue	Irvington	NJ	07111	973/371-8107	
G135333	FQSR, LLC (dba KBP Foods)	841 Springfield Avenue	Irvington	NJ	07111	973/375-5761	
G135335	FQSR, LLC (dba KBP Foods)	419 U.S. Route 1	Iselin	NJ	08830	732/602-1630	
G135329	FQSR, LLC (dba KBP Foods)	591 Communipaw Ave	Jersey City	NJ	07304	201/433-1151	
G135303	FQSR, LLC (dba KBP Foods)	1110 Route 46	Ledgewood	NJ	07852	862/707-1152	
D185010	Kimsco, Inc.	382 State Highway 72	Manahawkin	NJ	08050	609/994-3555	
J130035	New Jersey Restaurants, LLC	2821 Route 73 South	Maple Shade	NJ	08052	856/235-4408	****
K071060	MITRA QSR KNE, LLC	1907 North High St.	Millville	NJ	08332	856/825-4875	

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G135328	FQSR, LLC (dba KBP Foods)	249 Park Ave	Newark	NJ	07107	973/481-2612	
G135612	FQSR, LLC (dba KBP Foods)	21 Hampton House Rd.	Newton	NJ	07860	973/579-9578	
K250013	H & S Restaurants, Inc.	347 Ramapo Valley Road	Oakland	NJ	07436	201/644-0434	****
K295003	Old Bridge KFC, Inc.	1100 Route 9 South	Old Bridge	NJ	08857	732/727-9763	
K295006	Rt. 516 K Food Corp.	2650 County Road 516	Old Bridge	NJ	08857	732/679-8981	
G135610	FQSR, LLC (dba KBP Foods)	780 Main Street	Passaic	NJ	07055	973/777-5029	
G135609	FQSR, LLC (dba KBP Foods)	465 Broadway	Paterson	NJ	07514	973/684-9355	
J130053	New Jersey Restaurants, LLC	462 N. Broadway	Pennsville	NJ	08070	856/628-6814	
F211001	SUNBEAM PHILLIPSBURG INC.	591 Memorial Parkway	Phillipsburg	NJ	08865	908/859-5652	
K071086	MITRA QSR KNE, LLC	1140 Blackwood Clementon Rd	Pine Hill	NJ	08021	856/784-1533	
D198004	Sunbeam Piscataway Inc.	590 Stelton Road	Piscataway	NJ	08854	732/752-9785	
D198003	Sunbeam Plainfield South Inc.	1235 South Avenue	Plainfield	NJ	07062	908/668-5148	
D198006	Sunbeam Plainfield West Inc.	1236-1240 W. 7th Street	Plainfield	NJ	07063	908/222-9833	
D198002	Sunbeam North Plainfield Inc.	506-508 Somerset Street	Plainfield	NJ	07060	908/754-1239	
K071059	MITRA QSR KNE, LLC	600 Black Horse Pike	Pleasantville	NJ	08232	609/645-0409	
D185008	Kimsco, Inc.	3139 Lakewood Road	Point Pleasant	NJ	08742	732/295-4222	
J235048	DIVINE OF POMPTON PLAINS, LLC	130 State Route 23	Pompton Plains	NJ	07444	973/831-2739	
G135336	FQSR, LLC (dba KBP Foods)	92 St Georges Avenue	Rahway	NJ	07065	732/680-9310	
K250010	H & S Restaurants, Inc.	1246 Route 17	Ramsey	NJ	07446	201/783-8400	****
G135302	FQSR, LLC (dba KBP Foods)	190 Route 46	Rockaway	NJ	07866	973/625-1432	
K250009	H & S Restaurants, Inc.	503 Market Street	Saddle Brook	NJ	07663	201/880-5730	
J130051	New Jersey Restaurants, LLC	517 Cross Keys Road	Sicklerville	NJ	08081	856/493-5317	
K295007	Somerset K Food Corp., Inc.	920 Hamilton Street	Somerset	NJ	08873	732/659-6187	
D185004	Kimsco, Inc.	222 Route 37 East	Toms River	NJ	08753	732/244-2020	
J130025	New Jersey Restaurants, LLC	1565 Princeton Avenue	Trenton	NJ	08638	609/392-9045	
G135324	FQSR, LLC (dba KBP Foods)	600 Paterson Plank Rd	Union City	NJ	07087	201/863-6469	
K071057	MITRA QSR KNE, LLC	94 N. Delsea Dr.	Vineland	NJ	08360	856/696-9106	
K071084	MITRA QSR KNE, LLC	4218 Route 130	Willingboro	NJ	08046	609/877-0113	
C750038	Argonaut Food Partners, LLC	730 S. White Sands Boulevard	Alamogordo	NM	88310	575/437-4700	
L039037	Palo Alto, Inc.	12921 Central Avenue, N.E.	Albuquerque	NM	87123	505/294-2756	
L039017	Palo Alto, Inc.	2201 Eubank Boulevard, N.E.	Albuquerque	NM	87112	505/291-0007	
L039025	Palo Alto, Inc.	2636 San Mateo Blvd	Albuquerque	NM	87110	505/884-1117	
004173	Palo Alto, Inc.	3555 Isleta Blvd SW	Albuquerque	NM	87105	505/873-4505	****
L039024	Palo Alto, Inc.	5410 Fourth Street, N.W.	Albuquerque	NM	87107	505/345-0233	
L039020	Palo Alto, Inc.	6200 San Mateo Boulevard, N.E.	Albuquerque	NM	87109	505/881-7331	

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023838	Alvarado Concepts, LLC	6551 Paradise NW	Albuquerque	NM	87114	505/899-3663	****
024051	Alvarado Concepts, LLC	6810 Central Ave. SW	Albuquerque	NM	87121	505/839-4061	****
L039018	Palo Alto, Inc.	7010 Central Ave SE	Albuquerque	NM	87108	505/255-4640	
C750080	Argonaut Food Partners Nuevo, LLC	1412 West Main Street	Artesia	NM	88210	575/746-3665	****
G255012	David R. Sparks and Dianna S. Sparks	239 E. U.S. Highway 550	Bernalillo	NM	87004	505/867-3776	
G255009	David R. Sparks and Dianna S. Sparks	506 S. Bloomfield Boulevard	Bloomfield	NM	87413	505/632-2443	
C750037	Argonaut Food Partners, LLC	1207 W. Pierce Street	Carlsbad	NM	88220	575/885-4106	
C750039	Argonaut Food Partners, LLC	2120 N. Prince Street	Clovis	NM	88101	575/762-9221	
C750143	Argonaut Food Partners, LLC	516 East Cedar	Deming	NM	88030	575/546-2336	
C750056	Argonaut Food Partners, LLC	813 Riverside Drive	Espanola	NM	87532	505/753-3472	
G255007	David R. Sparks and Dianna S. Sparks	3801 E. Main Street	Farmington	NM	87402	505/564-3377	
G255008	David R. Sparks and Dianna S. Sparks	532 E. Main Street	Farmington	NM	87401	505/564-9744	
C183004	Wilma and George Taira & James and Kimberley Rich	1050 U.S. Highway 491	Gallup	NM	87301	505/863-5515	
C750108	Argonaut Food Partners, LLC	2504 East Highway 66	Gallup	NM	87301	505/722-5707	
D528002	CBR Grants, Inc.	1800 W. Santa Fe Avenue	Grants	NM	87020	505/287-8223	
C750040	Argonaut Food Partners, LLC	1735 North Turner	Hobbs	NM	88240	575/397-0154	
G255010	David R. Sparks and Dianna S. Sparks	4198 U.S. Highway 64.	Kirtland	NM	87417	505/598-1228	
C750144	Argonaut Food Partners, LLC	2424 N. Main	Las Cruces	NM	88001	575/523-0662	
C750145	Argonaut Food Partners, LLC	435 Telshor	Las Cruces	NM	88011	575/522-8486	
L631002	Anthony Lovato and Marilyn Velda Lovato	2264 Sun Ranch Village Loop	Los Lunas	NM	87031	505/866-1624	
C975054	Gecko Ventures, L.L.C.	703 North Main	Lovington	NM	88260	575/396-4400	
017415	Alvarado Concepts, LLC	1611 West Old Route 66	Moriarty	NM	87035	505/832-0251	****
L039036	Palo Alto, Inc.	2003 Southern Boulevard	Rio Rancho	NM	87124	505/892-2608	
C750078	Argonaut Food Partners Nuevo, LLC	110 West Hobbs	Roswell	NM	88203	575/622-5498	****
D074001	Monte Alto, Inc.	331 Suddreth Drive	Ruidoso	NM	88345	575/257-2119	
L039021	Palo Alto, Inc.	3295 Cerrillos Road	Santa Fe	NM	87507	505/471-7042	
C081001	Hill Enterprises, Inc.	U.S. Highway 491 & U.S. Highway 64	Shiprock	NM	87420	505/278-0102	
C975055	KB Enterprises, LLC	115 Paseo Del Canon	Taos	NM	87571	575/737-9156	
C183003	Wilma and George Taira & James and Kimberley Rich	Highway 264	Tse Bonito	NM	87301	505/371-5452	
C835006	Sierra Foods LLC	2523 North Carson Street	Carson City	NV	89706	775/883-4092	
D662003	RRT Investments, Inc.	1760 Mountain City Highway	Elko	NV	89801	775/778-0606	
D372027	SC Food Group, LLC	1515 West Williams	Fallon	NV	89406	775/423-4747	
D372022	SC Food Group, LLC	1455 E. Newlands Drive	Fernley	NV	89408	775/835-6500	
C835014	Sierra Foods LLC	1338 Highway 395 N.	Gardnerville	NV	89410	775/782-9684	
D212098	SHR Foods, LLC	1282 W. Warm Springs Road	Henderson	NV	89014	702/435-1284	

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D212085	AGP Foods, LLC	680 East Horizon Drive	Henderson	NV	89015	702/293-1982	
D212095	PWY Foods, LLC	1353 E Silverado Ranch Blvd	Las Vegas	NV	89183	702/407-2625	
D212087	AGP Foods, LLC	1990 N Nellis Blvd	Las Vegas	NV	89115	702/452-0137	
D212129	WTS Investments, LLC	2750 S. Maryland Parkway	Las Vegas	NV	89169	725/210-7264	
D212100	TIF Foods, LLC	3245 E. Tropicana Avenue	Las Vegas	NV	89121	725/218-3650	
D212134	SHR Foods, LLC	3380 West Cactus Avenue	Las Vegas	NV	89141	725/238-5788	
D212090	BTQ Investments, LLC	4420 W Sahara Ave	Las Vegas	NV	89102	702/362-0058	
D212094	PWY Foods, LLC	4855 South Fort Apache Road	Las Vegas	NV	89147	702/873-0172	**
D212086	AGP Foods, LLC	4924 Boulder Hwy	Las Vegas	NV	89121	702/293-2344	
D212088	BTQ Investments, LLC	5940 Spring Mountain Rd	Las Vegas	NV	89146	702/268-9595	
D212092	CYX Investments, LLC	6181 West Lake Mead Blvd	Las Vegas	NV	89108	702/636-6647	
D212105	ZNJ Investments, LLC	7017 S. Durango Dr.	Las Vegas	NV	89148	702/891-5425	
D212117	WTS Investments, LLC	7545 S. Rainbow Boulevard	Las Vegas	NV	89139	702/260-4663	
D212101	TIF Foods, LLC	8590 W Cheyenne Ave	Las Vegas	NV	89129	702/330-5891	
C750157	Argonaut Food Partners, LLC	253 Sandhill Road	Mesquite	NV	89027	702/346-1745	
D212093	CYX Investments, LLC	1318 W Craig Rd	North Las Vegas	NV	89032	702/638-0018	
D212109	WTS Investments, LLC	4691 W. Ann Road	North Las Vegas	NV	89031	702/840-2106	
D212106	TIF Foods, LLC	5720 Losee Road	North Las Vegas	NV	89081	702/642-0014	
D212104	ZNJ Investments, LLC	6965 Aliante Parkway	North Las Vegas	NV	89084	702/645-3095	
C750158	Argonaut Food Partners, LLC	1540 E. Highway 372	Pahrump	NV	89048	775/751-6400	
D372018	SC Food Group, LLC	1805 Silverada Boulevard	Reno	NV	89512	775/359-0650	
D372017	SC Food Group, LLC	5175 Mae Anne Ave.	Reno	NV	89523	775/746-2324	
D372015	SC Food Group, LLC	5890 S. Virginia St., Suite 5	Reno	NV	89502	775/825-1122	
D372020	SC Food Group, LLC	65 Damonte Ranch Parkway	Reno	NV	89521	775/853-2700	
D372016	SC Food Group, LLC	880 W 5th St	Reno	NV	89503	775/322-8329	
D372021	SC Food Group, LLC	162 Los Altos Parkway	Sparks	NV	89436	775/626-4411	
D372019	SC Food Group, LLC	275 N Mccarran St	Sparks	NV	89431	775/359-9299	
D662006	G.R.R. Investments, Inc.	1734 W. Winnemucca Boulevard	Winnemucca	NV	89445	775/625-4024	**
G135614	FQSR, LLC (dba KBP Foods)	112 Broadway	Albany	NY	12204	518/465-4669	
G135613	FQSR, LLC (dba KBP Foods)	1235 Central Avenue	Albany	NY	12205	518/459-1410	
G135417	FQSR, LLC (dba KBP Foods)	3962 Bailey Avenue	Amherst	NY	14226	716/836-5020	
C160010	Kedis Enterprises, LLC	910 Broadway	Amityville	NY	11701	631/789-1990	
K273004	PAK Astoria Management Inc.	3042 Steinway Street	Astoria	NY	11103	718/267-2222	
G135342	FQSR, LLC (dba KBP Foods)	276 Grant Avenue	Auburn	NY	13021	315/255-0410	
G135419	FQSR, LLC (dba KBP Foods)	4126 W. Main Street	Batavia	NY	14020	585/343-0123	**

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G135886	FQSR, LLC (dba KBP Foods)	357 W Morris Street	Bath	NY	14810	607/622-0152	
C160005	PIONEER QSR ENTERPRISES LLC	210 East Main Street	Bay Shore	NY	11706	631/665-9559	
K273011	PAK Robinson Management, Inc.	165-67 Robinson Street	Binghamton	NY	13904	607/772-8435	
K273012	PAK Main Management, Inc.	237 Main Street	Binghamton	NY	13905	607/797-0840	
G135596	FQSR, LLC (dba KBP Foods)	4665 Lake Road South	Brockport	NY	14420	585/395-0472	
K273005	PAK Gunhill Management Inc.	1125 E Gun Hill Rd.	Bronx	NY	10469	718/515-6155	
G135339	FQSR, LLC (dba KBP Foods)	1731 Webster Avenue	Bronx	NY	10457	718/299-2227	****
G135326	FQSR, LLC (dba KBP Foods)	1959 Bruckner Blvd	Bronx	NY	10472	718/409-4061	
G506008	Kotes of Jerome, LLC	3394 Jerome Ave	Bronx	NY	10467	347/773-1815	
K273018	PAK Fordham Management Inc.	373 East Fordham Road	Bronx	NY	10458	718/295-2100	
G135338	FQSR, LLC (dba KBP Foods)	375 East 149th Street	Bronx	NY	10455	718/585-8333	
K273006	PAK Boston Management Inc.	3770 Boston Rd., #3776	Bronx	NY	10469	718/652-0525	
G506006	Kotes Foods, LLC	5625 Broadway	Bronx	NY	10463	718/601-0582	
F569002	QSR East LLC	1040 Bedford Avenue	Brooklyn	NY	11205	718/622-3480	
F569037	QSR NY LLC	108-30 Flatlands Ave	Brooklyn	NY	11236	718/272-1809	****
F569003	QSR NY LLC	1556 Myrtle Avenue	Brooklyn	NY	11237	718/381-9175	
F569046	QSR NY LLC	1615 Utica Avenue	Brooklyn	NY	11234	718/677-0445	
F569006	QSR NY LLC	1667 Pitkin Ave	Brooklyn	NY	11212	718/342-9402	
F569039	QSR NY LLC	2026 Coney Island Ave	Brooklyn	NY	11223	718/375-0234	****
K273002	KSK 786 Inc.	208 McGuinness Boulevard	Brooklyn	NY	11222	718/383-6666	****
F569047	QSR NY LLC	458 Utica Ave	Brooklyn	NY	11203	718/493-0963	
F569038	QSR NYC LLC	534 Coney Island Avenue	Brooklyn	NY	11218	929/299-4550	
F569043	QSR NYC LLC	798-812 4th Avenue	Brooklyn	NY	11232	718/768-4853	
G135416	FQSR, LLC (dba KBP Foods)	170 Abbott Road	Buffalo	NY	14220	716/826-9068	****
G135865	FQSR, LLC (dba KBP Foods)	2234 Elmwood Ave	Buffalo	NY	14216	716/427-0284	
G135414	FQSR, LLC (dba KBP Foods)	470 E. Delavan Avenue	Buffalo	NY	14214	716/896-2227	
F569011	QSR NY LLC	117-05 Francis Lewis Blvd.	Cambria Heights	NY	11411	718/525-9608	
G135345	FQSR, LLC (dba KBP Foods)	3520 W Genesee Street	Camillus	NY	13219	315/487-8532	
J247002	Indus KFNy Inc.	135 Eastern Boulevard	Canandaigua	NY	14424	585/396-1235	
J580062	White, David R.	103 East Main Street	Canton	NY	13617	315/355-3699	
G506012	Kotes of Carmel LLC	1891 Route 6	Carmel	NY	10512	845/228-4898	
C160007	PIONEER QSR ENTERPRISES LLC	1990 Middle Country Road	Centereach	NY	11720	631/467-9291	
C160008	Kedis Enterprises, LLC	150 West Suffolk Avenue	Central Islip	NY	11722	631/582-8643	
G135341	FQSR, LLC (dba KBP Foods)	7900 Brewerton Rd	Cicero	NY	13039	315/699-4068	
D136006	KFC of Cobleskill, LLC	776 East Main Street	Cobleskill	NY	12043	518/254-7271	

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C160001	Kedis Enterprises, LLC	1164 Jericho Turnpike	Commack	NY	11725	631/543-9336	
G135853	FQSR, LLC (dba KBP Foods)	39-21 103rd Street	Corona	NY	11368	929/487-6550	
G135424	FQSR, LLC (dba KBP Foods)	3890 State Route 281	Cortland	NY	13045	607/753-3238	
C160004	Kedis Enterprises, LLC	1617 Deer Park Avenue	Deer Park	NY	11729	631/595-9332	
G135889	FQSR, LLC (dba KBP Foods)	4940 Transit Rd	Depew	NY	14043	716/656-1982	****
G135418	FQSR, LLC (dba KBP Foods)	535 Dick Road	Depew	NY	14043	716/681-1226	
G135422	FQSR, LLC (dba KBP Foods)	10517 Bennett Rd	Dunkirk	NY	14048	716/672-2727	****
C160022	Kedis Enterprises, LLC	4040 Nesconset Highway	East Setauket	NY	11733	631/474-4603	
G135420	FQSR, LLC (dba KBP Foods)	1149 Broadway Street	Elmira	NY	14904	607/734-8912	****
F569029	QSR NY LLC	311 Hempstead Turnpike	Elmont	NY	11003	516/355-5990	
K273008	PAK Elmsford Management Inc.	350 Saw Mill River Road	Elmsford	NY	10523	914/347-7586	****
G135352	FQSR, LLC (dba KBP Foods)	26720 Us Route 11	Evans Mills	NY	13637	315/629-0521	
J247001	Indus TBNY, Inc.	1301 Route 332	Farmington	NY	14425	585/924-2450	
G506011	Kotes North LLC	59 West Merritt Boulevard	Fishkill	NY	12524	845/896-2613	*
F569030	QSR NY LLC	42 Jericho Turnpike	Floral Park	NY	11001	516/253-0204	
F569073	QSR NYC LLC	136-53 Roosevelt Ave	Flushing	NY	11354	347/588-1047	
F569027	QSR NY LLC	152-03 Northern Blvd	Flushing	NY	11354	718/463-0218	
F569025	QSR NY LLC	8715 Northern Blvd	Flushing	NY	11372	718/335-9705	
J235034	DIVINE ANJU, LLC	9015 Queens Blvd, FC2, Queens City Mall	Flushing	NY	11373	718/699-0145	
G135423	FQSR, LLC (dba KBP Foods)	4200 Lakeville Road	Geneseo	NY	14454	585/243-9360	****
G135421	FQSR, LLC (dba KBP Foods)	810 Canandaigua Road	Geneva	NY	14456	315/789-5093	****
G135427	FQSR, LLC (dba KBP Foods)	2910 W. Ridge Road	Greece	NY	14626	585/227-3810	
C160009	PIONEER QSR ENTERPRISES LLC	56 Glen Cove Road	Greenvale	NY	11548	516/621-9445	****
G135651	FQSR, LLC (dba KBP Foods)	4940 Southwestern Boulevard	Hamburg	NY	14075	716/202-2990	
F569031	QSR NY LLC	20 Hempstead Ave.	Hempstead	NY	11550	516/564-0025	
G135350	FQSR, LLC (dba KBP Foods)	200 S Caroline Street	Herkimer	NY	13350	315/866-3500	****
G506010	Kotes of Hopewell LLC	413 RT 376	Hopewell Junction	NY	12533	845/227-2559	
G135658	FQSR, LLC (dba KBP Foods)	2122 Grand Central Avenue	Horseheads	NY	14845	607/271-5144	
F569009	QSR NY LLC	158-50 Cross Bay Blvd.	Howard Beach	NY	11414	718/374-3998	
C160003	Kedis Enterprises, LLC	221 Jericho Turnpike	Huntington Station	NY	11746	631/351-9098	
G135431	FQSR, LLC (dba KBP Foods)	1760 E. Ridge Road	Irondequoit	NY	14622	585/342-8585	
G135858	FQSR, LLC (dba KBP Foods)	401 Elmira Rd.	Ithaca	NY	14850	607/269-5807	
F569001	QSR NY LLC	140-04 Queens Boulevard	Jamaica	NY	11435	718/523-0540	
F569013	QSR NY LLC	152-12 Rockaway Blvd.	Jamaica	NY	11434	718/525-9603	
F569032	QSR NY LLC	175-46 Hillside Ave	Jamaica	NY	11432	718/526-2127	

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C160024	Kedis Enterprises, LLC	83 Jericho Turnpike	Jericho	NY	11753	516/334-7236	
D136003	KFC of Johnstown, Inc.	144 North Comrie Avenue	Johnstown	NY	12095	518/762-3154	
G135742	FQSR, LLC (dba KBP Foods)	426 Foxhall Avenue	Kingston	NY	12401	845/338-2233	
J089010	Charter Central, LLC	270 E. Fairmont Avenue	Lakewood	NY	14750	716/763-1759	
C160014	Kedis Enterprises, LLC	3880 Hempstead Turnpike	Levittown	NY	11756	631/259-4272	
G135344	FQSR, LLC (dba KBP Foods)	1055 7th North Street	Liverpool	NY	13088	315/457-1500	****
G135343	FQSR, LLC (dba KBP Foods)	3821 Route 31	Liverpool	NY	13090	315/652-1036	
G135879	FQSR, LLC (dba KBP Foods)	7601 Oswego Rd	Liverpool	NY	13090	315/409-1055	
G135891	FQSR, LLC (dba KBP Foods)	5682 S. Transit Road	Lockport	NY	14094	716/434-2879	
C160021	Kedis Enterprises, LLC	555 Long Beach Boulevard	Long Beach	NY	11561	516/897-6855	****
C160025	Kedis Enterprises, LLC	150 Merrick Road	Lynbrook	NY	11563	516/872-4259	
J247004	Indus KFNy Inc.	362 State Rt 31	Macedon	NY	14502	585/310-0742	
J580060	Adirondack Chicken Corp.	3414 State Route 11	Malone	NY	12953	518/483-7890	****
D136007	KFC of Malta LLC	6 Kendall Way	Malta	NY	12020	518/899-9740	
J247003	Indus KFNy Inc.	70 North Main Street	Manchester	NY	14504	585/361-9082	
G506002	Kotes of Third Ave LLC	1922 Third Avenue	Manhattan	NY	10029	212/423-0599	
J580061	White, David R.	371 S. Main St	Massena	NY	13662	315/514-9979	
C160028	Kedis Enterprises 4, LLC	490 State Route 211 East	Middletown	NY	10940	845/673-5886	
C501001	A. Cavegn, Inc.	330 Larkin Drive	Monroe	NY	10950	845/783-9992	****
C160031	Kedis Enterprises 6, LLC	4071 Route 42	Monticello	NY	12701	845/794-5801	
K273007	PAK Mt. Vernon Management Inc.	309 E Sandford Blvd	Mount Vernon	NY	10550	914/699-0220	
K250018	C & B Restaurant Corp.	286 West Route 59	Nanuet	NY	10954	845/215-9379	****
G135349	FQSR, LLC (dba KBP Foods)	8512 Seneca Tpke	New Hartford	NY	13413	315/735-2144	
C160045	Thursday's Eatery, Inc.	490 North Ave	New Rochelle	NY	10801	914/229-2194	
K273032	PAK NYC MANAGEMENT INC	203 W 125th St	New York	NY	10027	332/282-2248	
F569028	QSR NY LLC	242 E 14th St	New York	NY	10003	212/533-7299	
K273001	PAK Harlem Management Inc.	3645 Broadway	New York	NY	10031	212/491-9151	****
C160043	Sanjiv (Sam) Chand	408 8th Avenue	New York	NY	10001	332/345-8424	
F569095	QSR NYC LLC	4250 Broadway	New York	NY	10033	646/694-9315	
G506001	Kotes of Lennox LLC	707 Lenox Ave.	New York	NY	10039	212/234-6968	
C160029	Kedis Enterprises 5, LLC	39 North Plank Road	Newburgh	NY	12550	845/561-1060	
G135888	FQSR, LLC (dba KBP Foods)	6807 Niagara Falls Blvd	Niagara Falls	NY	14304	716/283-2141	
C160016	PIONEER QSR ENTERPRISES LLC	1221 Grand Avenue	North Baldwin	NY	11510	516/623-8656	
G135947	FQSR, LLC (dba KBP Foods)	866 Niagara Falls Blvd	North Tonawanda	NY	14120	716/534-8988	
K273009	PAK Norwich Management, Inc.	5412 NY State Route 12	Norwich	NY	13815	607/336-7261	****

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G135890	FQSR, LLC (dba KBP Foods)	913 W. State Street	Olean	NY	14760	716/372-4930	****
D136002	Kin-Blum, Inc.	295 State Route 104	Oswego	NY	13126	315/342-1551	
K273010	PAK Owego Management, Inc.	803 State Route 17C	Owego	NY	13827	607/687-3808	*
G135878	FQSR, LLC (dba KBP Foods)	243 N Hamilton St.	Painted Post	NY	14870	607/463-0066	
C160017	PIONEER QSR ENTERPRISES LLC	533 Medford Avenue	Patchogue	NY	11772	631/207-3056	
G506013	Kotes of Pawling LLC	Route 22, Dutchess County Plaza	Pawling	NY	12564	845/855-7002	
K250003	C & B Restaurant Corp.	130 South Pearl St	Pearl River	NY	10965	845/920-1248	
G506009	Kotes of Peekskill LLC	1833 Main St	Peekskill	NY	10566	914/739-7795	
J580012	Adirondack Chicken Corp.	333 Cornelia St	Plattsburgh	NY	12901	518/561-5717	
G506014	Kotes of Port Jervis, LLC	290 East Main Street	Port Jervis	NY	12771	845/801-0161	
G135741	FQSR, LLC (dba KBP Foods)	746-50 Main Street	Poughkeepsie	NY	12602	845/452-2237	
J580047	Adirondack Chicken Corp.	799 US Route 9	Queensbury	NY	12804	518/792-4240	
C160012	PIONEER QSR ENTERPRISES LLC	993 Old Country Road	Riverhead	NY	11901	631/369-4141	
G135429	FQSR, LLC (dba KBP Foods)	1210 University Avenue	Rochester	NY	14607	585/244-1727	
G135471	FQSR, LLC (dba KBP Foods)	1345 Chili Avenue	Rochester	NY	14624	585/235-4274	
G135753	FQSR, LLC (dba KBP Foods)	2222 Lyell Avenue	Rochester	NY	14606	585/371-5576	
G135426	FQSR, LLC (dba KBP Foods)	2851 West Henrietta Road	Rochester	NY	14623	585/424-7050	
G135949	FQSR, LLC (dba KBP Foods)	3208 Chili Ave	Rochester	NY	14624	585/371-6971	
G135775	FQSR, LLC (dba KBP Foods)	3935 Dewey Avenue	Rochester	NY	14616	585/770-7982	
G135353	FQSR, LLC (dba KBP Foods)	235 Erie Boulevard West	Rome	NY	13440	315/336-7290	
J580055	Adirondack Chicken Corp.	3010 Route 50	Saratoga Springs	NY	12866	518/587-2345	
G135615	FQSR, LLC (dba KBP Foods)	109 State Street	Schenectady	NY	12305	518/374-5166	
C160013	PIONEER QSR ENTERPRISES LLC	800 Montauk Highway	Shirley	NY	11967	631/281-8828	
G135887	FQSR, LLC (dba KBP Foods)	297 South Cascade Drive	Springville	NY	14141	716/592-3148	****
G135325	FQSR, LLC (dba KBP Foods)	1453 Forest Ave	Staten Island	NY	10302	718/447-2822	
G135340	FQSR, LLC (dba KBP Foods)	1524 S Salina St	Syracuse	NY	13205	315/472-4441	
G135348	FQSR, LLC (dba KBP Foods)	3406 Erie Blvd	Syracuse	NY	13214	315/446-9333	
G135415	FQSR, LLC (dba KBP Foods)	833 Young Street	Tonawanda	NY	14150	716/693-2890	
G135798	FQSR, LLC (dba KBP Foods)	658 Hoosick Road	Troy	NY	12180	518/308-4191	
D136004	KFC of Utica, LLC	138 N. Genessee Street	Utica	NY	13502	315/790-5264	
K273014	PAK Vestal Management, Inc.	4010 Vestal Parkway East	Vestal	NY	13850	607/770-9786	
C160026	Kedis Enterprises, LLC	1198 Wantagh Avenue	Wantagh	NY	11793	516/826-5933	
G135346	FQSR, LLC (dba KBP Foods)	2430 Route 414	Waterloo	NY	13165	315/539-0807	****
G135351	FQSR, LLC (dba KBP Foods)	1004 Arsenal St	Watertown	NY	13601	315/782-7395	
G135461	FQSR, LLC (dba KBP Foods)	925 Ridge Road	Webster	NY	14580	585/670-0292	

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K250006	C & B Restaurant Corp.	48 N. Highway 9W	West Haverstraw	NY	10993	845/269-3974	
K261003	Lucky 1 Holdings, Inc.	1000 Palisades Center Drive	West Nyack	NY	10994	845/358-2800	
F569012	QSR NY LLC	87-19 Jamaica Avenue	Woodhaven	NY	11421	718/709-4990	
G506005	Kotes of Queens LLC	5717 Queens Blvd	Woodside	NY	11377	718/205-5231	
G506004	Kotes Management, LLC	1229 Nepperhan Avenue	Yonkers	NY	10703	914/207-7733	
G506007	Advanced Kotes, LLC	124 Nepperhan Avenue	Yonkers	NY	10701	914/966-0409	
G506003	Kotes Management, LLC	2030 Central Park Avenue	Yonkers	NY	10710	914/369-1780	
C246001	Widder Management, Ltd.	1610 U.S. 52 West	Aberdeen	OH	45101	937/795-2647	****
J433022	Kendall House, Inc.	1546 W Market St	Akron	OH	44313	234/200-5427	
J433019	Kendall House, Inc.	2840 E. Waterloo Road	Akron	OH	44312	330/628-2763	
J433021	Kendall House, Inc.	3070 Manchester Rd	Akron	OH	44319	234/349-2660	
J625133	Morgan's Restaurants of Ohio, Inc.	825 East State Street	Alliance	OH	44601	330/823-2652	
G135732	FQSR, LLC (dba KBP Foods)	3787 Waterford Parkway	Amelia	OH	45102	513/753-6970	**
D103002	Dana Enterprises Limited	407 N. Leavitt Road	Amherst	OH	44001	440/985-1372	
J433012	Kendall House, Inc.	1132 East Main Street	Ashland	OH	44805	419/281-2226	
J625157	Morgan's Restaurants of Ohio, Inc.	3100 North Ridge Road	Ashtabula	OH	44004	440/992-4111	
C450002	William L. Luehrman	60-62 Stimson Avenue	Athens	OH	45701	740/593-3602	
J625142	Morgan's Restaurants of Ohio, Inc.	4642 Mahoning Avenue	Austintown	OH	44515	330/799-9719	
F036002	Dunn & Bowling, Ltd.	2480 North Fairfield Road	Beavercreek	OH	45431	937/429-4041	**
K966001	Darren Whitaker	817 South Main Street	Bellefontaine	OH	43311	937/593-7281	
G135719	FQSR, LLC (dba KBP Foods)	1020 North Main Street	Bowling Green	OH	43402	419/352-2061	**
K071181	MITRA QSR KNE, LLC	14901 Snow Road	Brook Park	OH	44142	216/267-5858	
G135728	FQSR, LLC (dba KBP Foods)	25 Triggs Road	Brookville	OH	45309	937/833-4811	****
K071305	MITRA QSR KNE, LLC	3280 Center Road	Brunswick	OH	44212	234/803-1770	
G135876	FQSR, LLC (dba KBP Foods)	1113 South Main Street	Bryan	OH	43506	419/636-4015	
D103003	Bronatko, Inc.	1659 Marion Road	Bucyrus	OH	44820	419/562-1919	
J625159	Morgan's Restaurants of Ohio, Inc.	15644 State Route 170	Calcutta	OH	43920	330/386-6088	
J433018	Kendall House, Inc.	2301 Southgate Parkway	Cambridge	OH	43725	740/439-1336	
G135727	FQSR, LLC (dba KBP Foods)	6081 Gender Road	Canal Winchester	OH	43110	614/920-9477	**
J433010	Kendall House, Inc.	2303 West Tusc	Canton	OH	44708	330/456-8111	
J433011	Kendall House, Inc.	3104 Cleveland Avenue	Canton	OH	44709	330/492-3202	
J433020	Kendall House, Inc.	3614 Harmont Avenue, N.E.	Canton	OH	44705	330/452-8898	
J433015	Kendall House, Inc.	4966 Everhard Rd NW	Canton	OH	44718	330/499-6811	
E720536	Harman Management Corporation	203 West Logan Street	Celina	OH	45822	419/586-7036	
G135709	FQSR, LLC (dba KBP Foods)	1048 Western Avenue	Chillicothe	OH	45601	740/773-6500	

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G135908	FQSR, LLC (dba KBP Foods)	11970 Lebanon Rd.	Cincinnati	OH	45241	513/769-6407	
G135915	FQSR, LLC (dba KBP Foods)	3003 Reading Rd.	Cincinnati	OH	45206	513/221-3473	
G135923	FQSR, LLC (dba KBP Foods)	3945 Red Bank Road	Cincinnati	OH	45227	513/271-1956	
G135901	FQSR, LLC (dba KBP Foods)	4147 Hamilton Ave.	Cincinnati	OH	45223	513/541-7861	****
G135904	FQSR, LLC (dba KBP Foods)	4920 Delhi Pike	Cincinnati	OH	45238	513/922-2822	
G135900	FQSR, LLC (dba KBP Foods)	6444 Glenway Ave.	Cincinnati	OH	45211	513/574-2395	
G135861	FQSR, LLC (dba KBP Foods)	7857 Beechmont Ave	Cincinnati	OH	45255	513/991-8605	
G135921	FQSR, LLC (dba KBP Foods)	8325 Colerain Avenue	Cincinnati	OH	45239	513/245-0123	
G135905	FQSR, LLC (dba KBP Foods)	850 Eastgate South Dr.	Cincinnati	OH	45245	513/752-3949	
G135914	FQSR, LLC (dba KBP Foods)	8505 Winton Rd.	Cincinnati	OH	45231	513/729-1178	
G135917	FQSR, LLC (dba KBP Foods)	9089 Fields Ertel Road	Cincinnati	OH	45249	513/683-0200	
G135720	FQSR, LLC (dba KBP Foods)	1458 S. Court Street	Circleville	OH	43113	740/474-7670	**
G135871	FQSR, LLC (dba KBP Foods)	17585 Lakeshore Blvd	Cleveland	OH	44119	216/486-2428	
K071183	MITRA QSR KNE, LLC	2930 Carnegie Avenue	Cleveland	OH	44115	216/621-1166	
K071178	MITRA QSR KNE, LLC	3036 Clark Avenue	Cleveland	OH	44109	216/281-6677	
J625227	Ampex Brands of Columbus, Inc.	1414 Harrisburg Pike	Columbus	OH	43223	614/279-7577	**
J625232	Ampex Brands of Columbus, Inc.	1532 Georgesville Road	Columbus	OH	43228	614/851-3165	**
J625231	Ampex Brands of Columbus, Inc.	1671 E Dublin-Granville Rd	Columbus	OH	43229	614/854-0610	
J625216	Ampex Brands of Columbus, Inc.	1990 E Main St	Columbus	OH	43205	614/252-0031	
J625222	Ampex Brands of Columbus, Inc.	3142 Cleveland Ave	Columbus	OH	43224	614/267-5674	
J625236	Ampex Brands of Columbus, Inc.	3414 Sullivant Ave	Columbus	OH	43204	614/279-0240	
J625226	Ampex Brands of Columbus, Inc.	3663 South High Street	Columbus	OH	43207	614/491-8156	
J625233	Ampex Brands of Columbus 2, Inc.	3819 E Broad St	Columbus	OH	43213	614/236-0749	
J625234	Ampex Brands of Columbus, Inc.	4721 Morse Rd.	Columbus	OH	43230	614/418-9104	
J625215	Ampex Brands of Columbus, Inc.	4828 W Broad St	Columbus	OH	43228	614/878-7989	
J625229	Ampex Brands of Columbus, Inc.	688 E 5th Avenue	Columbus	OH	43201	614/294-4294	
J625228	Ampex Brands of Columbus, Inc.	6900 East Broad Street	Columbus	OH	43213	614/759-1660	
J625223	Ampex Brands of Columbus, Inc.	711 Bethel Rd	Columbus	OH	43214	614/451-0874	
C246002	Widder Management, Ltd.	125 South Second Street	Coshocton	OH	43812	740/622-1321	
J433007	Kendall House, Inc.	1792 State Road	Cuyahoga Falls	OH	44223	330/923-6590	
G135910	FQSR, LLC (dba KBP Foods)	3131 Valley Pike	Dayton	OH	45404	937/237-7181	
G135898	FQSR, LLC (dba KBP Foods)	4023 W. 3rd St.	Dayton	OH	45417	937/268-7361	
G135919	FQSR, LLC (dba KBP Foods)	4207 Linden Avenue	Dayton	OH	45432	937/253-0888	
F036008	Dunn & Bowling, Ltd.	4458 Clio Road	Dayton	OH	45459	937/848-2635	
G135918	FQSR, LLC (dba KBP Foods)	4645 N. Main Street	Dayton	OH	45405	937/274-3480	

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G135874	FQSR, LLC (dba KBP Foods)	948 South Clinton St.	Defiance	OH	43512	419/784-2050	
G135648	FQSR, LLC (dba KBP Foods)	134 South Sandusky Street	Delaware	OH	43015	740/362-9853	
J433003	Kendall House, Inc.	1030 Tuscarawas Avenue	Dover	OH	44622	330/343-1155	
J625219	Ampex Brands of Columbus, Inc.	6611 Sawmill Rd	Dublin	OH	43017	614/889-0392	
G135729	FQSR, LLC (dba KBP Foods)	1200 North Barron Street	Eaton	OH	45320	937/456-5016	
K071307	MITRA QSR KNE, LLC	38315 Chestnut Ridge Road	Elyria	OH	44035	440/824-3347	
K071190	MITRA QSR KNE, LLC	5210 Detroit Road	Elyria	OH	44035	440/366-5992	
K071182	MITRA QSR KNE, LLC	26021 Euclid Avenue	Euclid	OH	44132	216/731-5042	
G135907	FQSR, LLC (dba KBP Foods)	440 N. Broad St.	Fairborn	OH	45324	937/878-1977	
G135902	FQSR, LLC (dba KBP Foods)	5188 Pleasant Ave.	Fairfield	OH	45014	513/863-6874	
G135752	FQSR, LLC (dba KBP Foods)	1225 Tiffin Ave.	Findlay	OH	45840	419/408-3349	
G135725	FQSR, LLC (dba KBP Foods)	700 Trenton Avenue	Findlay	OH	45840	419/423-7303	
G135922	FQSR, LLC (dba KBP Foods)	11992 Chase Plaza Drive	Forest Park	OH	45240	513/648-0389	
G135906	FQSR, LLC (dba KBP Foods)	3361 Towne Blvd.	Franklin	OH	45005	513/424-1110	
G135717	FQSR, LLC (dba KBP Foods)	1712 West State Street	Fremont	OH	43420	419/332-6177	
F036009	Dunn & Bowling, Ltd.	901 Portland Way North	Galion	OH	44833	419/468-6217	
K198011	KSK Management, Inc.	2206 Upper River Road	Gallipolis	OH	45631	740/446-1483	
G135867	FQSR, LLC (dba KBP Foods)	1010 S. Broadway	Geneva	OH	44041	440/462-0011	
E720535	Harman Management Corporation	670 Wagner Avenue	Greenville	OH	45331	937/548-8814	
J625217	Ampex Brands of Columbus, Inc.	1970 Stringtown Rd	Grove City	OH	43123	614/871-0676	
J625260	Ampex Brands of Columbus, Inc.	2815 London Groveport Road	Grove City	OH	43123	614/594-8236	
G135855	FQSR, LLC (dba KBP Foods)	3925 S Hamilton Rd	Groveport	OH	43125	380/280-0030	
G135958	FQSR, LLC (dba KBP Foods)	1001 Northwest Washington Blvd.	Hamilton	OH	45013	513/863-1292	**
G135966	FQSR, LLC (dba KBP Foods)	10919 New Haven Road	Harrison	OH	45030	513/202-3910	*
J433005	Kendall House, Inc.	821 West Maple Street	Hartville	OH	44632	330/877-0767	****
F190019	Jamys II, Inc.	780 South 30th Street	Heath	OH	43056	740/522-2668	
J625235	Ampex Brands of Columbus, Inc.	1785 Hilliard-Rome Rd	Hilliard	OH	43026	614/850-0268	
G135706	FQSR, LLC (dba KBP Foods)	301 Chillicothe Ave.	Hillsboro	OH	45133	937/393-3454	
G135790	FQSR, LLC (dba KBP Foods)	7150 Orchard Centre Drive	Holland	OH	43528	419/491-3496	
G135913	FQSR, LLC (dba KBP Foods)	6494 Brandt Pike	Huber Heights	OH	45424	937/233-5205	
G135724	FQSR, LLC (dba KBP Foods)	816 E. Main Street	Jackson	OH	45640	740/286-5097	
G135711	FQSR, LLC (dba KBP Foods)	12394 U.S. State Route 35 NW	Jeffersonville	OH	43128	740/948-2511	
F036006	Dunn & Bowling, Ltd.	1001 E. Columbus St.	Kenton	OH	43326	419/675-5279	
G135899	FQSR, LLC (dba KBP Foods)	2109 E. Dorothy Ln.	Kettering	OH	45420	937/298-3493	
K071184	MITRA QSR KNE, LLC	1560 West 117th Street	Lakewood	OH	44107	216/228-5350	

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G135788	FQSR, LLC (dba KBP Foods)	1718 Memorial Dr.	Lancaster	OH	43130	740/654-2354	
G135912	FQSR, LLC (dba KBP Foods)	550 East Main	Lebanon	OH	45036	513/932-1888	
G135635	FQSR, LLC (dba KBP Foods)	1300 Cameron Avenue	Lewis Center	OH	43035	614/985-5590	**
G135924	FQSR, LLC (dba KBP Foods)	4340 Hamilton Middletown Road	Liberty Township	OH	45011	513/454-5005	
G135721	FQSR, LLC (dba KBP Foods)	2723 Elida Road	Lima	OH	45805	567/712-7746	
H745001	Colonel's of Logan, Inc.	198 South Mulberry Street	Logan	OH	43138	740/385-6393	
G135646	FQSR, LLC (dba KBP Foods)	66 East High Street	London	OH	43140	740/852-4724	**
G135869	FQSR, LLC (dba KBP Foods)	307 Highland Road East	Macedonia	OH	44056	234/808-4094	
J433014	Kendall House, Inc.	1447 Lexington Avenue	Mansfield	OH	44907	419/756-9838	
J433013	Kendall House, Inc.	301 Ashland Road	Mansfield	OH	44905	419/526-3602	
K071308	MITRA QSR KNE, LLC	5516 Warrensville Center Road	Maple Heights	OH	44137	216/365-8614	
J625177	Morgan's Restaurants of Ohio, Inc.	401 Greene Street	Marietta	OH	45750	740/373-1300	
G135647	FQSR, LLC (dba KBP Foods)	1917 Marion - Mount Gillead Road	Marion	OH	43302	740/389-5866	
G135707	FQSR, LLC (dba KBP Foods)	839 Delaware Avenue	Marysville	OH	43040	937/644-0607	**
J433009	Kendall House, Inc.	1209 Lincoln Way East	Massillon	OH	44646	330/833-4146	
G135408	FQSR, LLC (dba KBP Foods)	1010 Conant Street	Maumee	OH	43537	419/893-7684	
K071191	MITRA QSR KNE, LLC	1136-1138 North Court Street	Medina	OH	44256	330/722-7907	
K071186	MITRA QSR KNE, LLC	7843 Munson Road	Mentor On The Lake	OH	44060	440/257-0626	
G135920	FQSR, LLC (dba KBP Foods)	253 N Springboro Pike	Miamisburg	OH	45449	937/433-0980	
G135903	FQSR, LLC (dba KBP Foods)	2211 N. Verity Pky.	Middletown	OH	45042	513/422-7020	
G135911	FQSR, LLC (dba KBP Foods)	887 State Route 28	Milford	OH	45150	513/248-1172	
038897	MRG Ohio, LLC	1000 Valley Street	Minerva	OH	44657	380-201-6530	****
G135945	FQSR, LLC (dba KBP Foods)	109 Glover Drive	Mount Orab	OH	45154	513/991-8609	
J433004	Kendall House, Inc.	301 West High Street	Mount Vernon	OH	43050	740/392-4900	
G135708	FQSR, LLC (dba KBP Foods)	4020 Rhodes Avenue	New Boston	OH	45662	740/456-5900	
F190007	Jamysers, Inc.	38 North Cedar	Newark	OH	43055	740/345-5175	
J625139	Morgan's Restaurants of Ohio, Inc.	5684 Youngstown Warren Road	Niles	OH	44446	330/652-1368	
J433002	Kendall House, Inc.	4080 Portage Street NW	North Canton	OH	44720	330/499-8221	
K071185	MITRA QSR KNE, LLC	27901 Lorain Road	North Olmsted	OH	44070	440/777-1497	
K071187	MITRA QSR KNE, LLC	5525 Royalton Road	North Royalton	OH	44133	440/237-9270	
G010003	Abalar Fast Foods, Inc.	223 Milan Avenue	Norwalk	OH	44857	419/668-4121	
G135916	FQSR, LLC (dba KBP Foods)	4478 Montgomery Rd.	Norwood	OH	45212	513/531-7291	****
J089016	Charter Foods, Inc.	120 North Jackson	Oak Hill	OH	45656	740/682-5120	
G135409	FQSR, LLC (dba KBP Foods)	2224 Woodville Road	Oregon	OH	43616	419/693-0775	
G135868	FQSR, LLC (dba KBP Foods)	200 Richmond Street	Painesville	OH	44077	440/352-2000	

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K071176	MITRA QSR KNE, LLC	5380 Pearl Road	Parma	OH	44129	440/884-7100	
D103001	Dana Enterprises Limited	165 East Broad Street	Pataskala	OH	43062	740/927-2088	
C248001	Net Management, Ltd.	1810 Winderly Lane	Pickerington	OH	43147	614/759-7152	**
E720534	Harman Management Corporation	1251 East Ash Street	Piqua	OH	45356	937/778-8266	
D390008	Crow's Steak House, Inc.	226 W. Main Street	Pomeroy	OH	45769	740/992-5432	
G135710	FQSR, LLC (dba KBP Foods)	3826 US Highway 23	Portsmouth	OH	45662	740/354-5669	****
J625218	Ampex Brands of Columbus, Inc.	2601 Brice Rd	Reynoldsburg	OH	43068	614/863-0467	
G135428	FQSR, LLC (dba KBP Foods)	10200 Old US 20	Rossford	OH	43460	419/874-1102	
G135662	FQSR, LLC (dba KBP Foods)	68733 Mall Ring Road	Saint Clairsville	OH	43950	740/695-2924	**
J625137	Morgan's Restaurants of Ohio, Inc.	156 North Lincoln Avenue	Salem	OH	44460	330/332-1317	
H961001	Twin Cedars, Inc.	433 W. Perkins Ave.	Sandusky	OH	44870	419/625-0311	
G010006	William Douglas Fast Foods, Inc.	83 West Main Street	Shelby	OH	44875	419/342-4232	
G135731	FQSR, LLC (dba KBP Foods)	55 S. Vandemark	Sidney	OH	45365	937/492-0081	
K071192	MITRA QSR KNE, LLC	6030 Enterprise Pkwy	Solon	OH	44139	440/519-3803	****
G135866	FQSR, LLC (dba KBP Foods)	4001 Mayfield	South Euclid	OH	44121	216/291-2220	
K198010	KSK Management, Inc.	413 County Road 406	South Point	OH	45680	740/894-5138	
F036001	Dunn & Bowling, Ltd.	844 West Central Avenue	Springboro	OH	45066	937/743-0993	
G135776	FQSR, LLC (dba KBP Foods)	1520 Hillcrest Avenue	Springfield	OH	45504	937/342-3077	
G135636	FQSR, LLC (dba KBP Foods)	2407 E. Main Street	Springfield	OH	45503	937/322-7290	
J625141	Morgan's Restaurants of Ohio, Inc.	4187 Sunset Boulevard	Steubenville	OH	43952	740/264-4978	
K071188	MITRA QSR KNE, LLC	9119 State Route 14	Streetsboro	OH	44241	330/626-9191	
K071189	MITRA QSR KNE, LLC	12827 Pearl Road	Strongsville	OH	44136	440/572-9399	
G135634	FQSR, LLC (dba KBP Foods)	7309 E State Rt. 37	Sunbury	OH	43074	740/362-4245	**
F036010	Dunn & Bowling, Ltd.	2004 W. State Route 18	Tiffin	OH	44883	419/448-9472	**
G135411	FQSR, LLC (dba KBP Foods)	1830 W. Laskey Road	Toledo	OH	43613	419/473-1473	
G135410	FQSR, LLC (dba KBP Foods)	2902 Monroe Street	Toledo	OH	43606	419/242-6200	
G135412	FQSR, LLC (dba KBP Foods)	3730 Secor Road	Toledo	OH	43623	419/475-3454	
G135621	FQSR, LLC (dba KBP Foods)	523 E. Manhattan Blvd.	Toledo	OH	43608	567/218-1094	
G135435	FQSR, LLC (dba KBP Foods)	6790 W. Central Avenue	Toledo	OH	43617	419/841-5626	
F036007	Dunn & Bowling, Ltd.	5321 Salem Avenue	Trotwood	OH	45426	937/837-2737	
E720533	Harman Management Corporation	21 South Stanfield Road	Troy	OH	45373	937/339-7060	
J433001	Kendall House, Inc.	116 West McCauley Drive SE	Uhrichsville	OH	44683	740/922-4800	
F036011	Dunn & Bowling, Ltd.	1290 North Warpole	Upper Sandusky	OH	43351	419/294-2428	
E720532	Harman Management Corporation	144 South Jefferson Avenue	Urbana	OH	43078	937/652-2225	
G135730	FQSR, LLC (dba KBP Foods)	420 East National Road	Vandalia	OH	45377	937/898-5504	**

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J433006	Kendall House, Inc.	802 High Street	Wadsworth	OH	44281	330/334-4464	
J625134	Morgan's Restaurants of Ohio, Inc.	3445 Elm Road	Warren	OH	44483	330/372-3833	
J625258	Morgan's Restaurants of Ohio, Inc.	855 West Market Street	Warren	OH	44481	234/806-0014	
K071180	MITRA QSR KNE, LLC	22855 Emery Road	Warrensville Heights	OH	44128	216/662-2405	
G135712	FQSR, LLC (dba KBP Foods)	342 West Court Street	Washington Court House	OH	43160	740/335-5400	
G135875	FQSR, LLC (dba KBP Foods)	1180 N. Shoop Avenue	Wauseon	OH	43567	419/337-5111	*
G135743	FQSR, LLC (dba KBP Foods)	11670 U. S. 23 South	Waverly	OH	45690	740/947-5888	
D815001	Bowling Restaurant Group, LLC	680 East Central Avenue	West Carrollton	OH	45449	937/866-3865	
G135713	FQSR, LLC (dba KBP Foods)	7469 Tylersville Road	West Chester	OH	45069	513/777-9577	
G135925	FQSR, LLC (dba KBP Foods)	11191 State Route 41	West Union	OH	45693	937/544-9019	****
J625230	Ampex Brands of Columbus, Inc.	525 S State Street	Westerville	OH	43081	614/882-0635	
J625220	Ampex Brands of Columbus, Inc.	4449 E Main St	Whitehall	OH	43213	614/231-6939	
G010002	Abalar Fast Foods, Inc.	101 Walton Street	Willard	OH	44890	419/935-1341	
G135872	FQSR, LLC (dba KBP Foods)	34400 Euclid Avenue	Willoughby	OH	44094	440/951-4192	
G135873	FQSR, LLC (dba KBP Foods)	29050 Lake Shore Boulevard	Willowick	OH	44095	440/943-4242	
G135705	FQSR, LLC (dba KBP Foods)	127 East Main	Wilmington	OH	45177	937/382-0299	
J318002	Jefferis Foods, LLC	116 North Main Street	Woodsfield	OH	43793	740/472-9005	****
J433008	Kendall House, Inc.	440 Beall Avenue	Wooster	OH	44691	330/264-9673	
G135897	FQSR, LLC (dba KBP Foods)	124 W. Main St.	Xenia	OH	45385	937/372-8311	
J625140	Morgan's Restaurants of Ohio, Inc.	3299 Canfield Road	Youngstown	OH	44511	330/793-8565	
J625192	Morgan's Restaurants of Ohio, Inc.	3717 Belmont Avenue	Youngstown	OH	44505	330/759-7312	
J625158	Morgan's Restaurants of Ohio, Inc.	6636 South Avenue	Youngstown	OH	44512	330/965-7532	
J433016	Kendall House, Inc.	2113 Maysville	Zanesville	OH	43701	740/454-0181	
J433017	Kendall House, Inc.	2160 Maple Avenue	Zanesville	OH	43701	740/454-9723	
G135939	FQSR, LLC (dba KBP Foods)	501 N. Mississippi	Ada	OK	74820	580/332-7544	
J625272	Ampex Brands of Duncan, Inc.	1215 N. Main St.	Altus	OK	73521	405/400-7130	
J625270	Ampex Brands of Duncan, Inc.	2615 W. Broadway Street	Ardmore	OK	73401	580/226-3242	
D372045	SC Food Group, LLC	3125 E. Frank Phillips Boulevard	Bartlesville	OK	74006	918/333-5332	
C975107	Bixby Chicken, LLC	11713 S. Memorial Drive	Bixby	OK	74008	918/369-5025	
C180034	A & W Enterprises, L.L.C.	1341 E. Kenosha Street	Broken Arrow	OK	74012	918/251-6662	
C180033	A & W Enterprises, L.L.C.	6155 S. Garnett Road	Broken Arrow	OK	74012	918/252-5777	
G135473	FQSR, LLC (dba KBP Foods)	1228 S. Fourth Street	Chickasha	OK	73018	405/224-0101	
D372053	SC Food Group, LLC	1760 State Highway 66	Claremore	OK	74017	918/341-4348	
J625203	Ampex Brands of Duncan, Inc.	1208 N. Highway 81	Duncan	OK	73533	580/255-1134	
C975066	Durant Chicken, LLC	2403 W. Main Street	Durant	OK	74701	580/924-5516	

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J625256	Ampex Brands of OKC, Inc.	1609 E 2nd Street	Edmond	OK	73034	405/340-2783	
J625257	Ampex Brands of OKC, Inc.	2107 W Danforth Rd	Edmond	OK	73003	405/341-1878	
K071173	MITRA QSR KNE, LLC	2250 S. Country Club Rd	El Reno	OK	73036	405/262-6100	
G135406	FQSR, LLC (dba KBP Foods)	2710 W. Third Street	Elk City	OK	73644	580/225-4125	
K025003	L.P. Buller, L.L.C.	3904 W. Owen K. Garriot	Enid	OK	73703	580/242-5271	
C180019	Kentucky Fried Chicken of McAlester, Oklahoma, Inc	414 E. Main Street	Henryetta	OK	74437	918/652-8818	
D372068	SC Food Group, LLC	1311 East Jackson	Hugo	OK	74743	580/326-5728	
D372069	SC Food Group, LLC	1808 SE Washington Street	Idabel	OK	74745	580/286-7355	
H271001	JENKS MACK LLC	212 E. Main Street	Jenks	OK	74037	918/299-2006	
K071174	MITRA QSR KNE, LLC	1015 South Main	Kingfisher	OK	73750	405/293-3626	****
K071020	Mitra Midwest Operations, LLC	4702 NW Cache Rd.	Lawton	OK	73505	580/355-2229	
C180011	Kentucky Fried Chicken of McAlester, Oklahoma, Inc	707 George Nigh Expressway	McAlester	OK	74501	918/423-6774	
J625253	Ampex Brands of OKC, Inc.	2830 South Douglas Blvd	Midwest City	OK	73130	405/732-7665	
J625238	Ampex Brands of OKC, Inc.	1200 N Moore Ave	Moore	OK	73160	405/794-3982	
G135576	FQSR, LLC (dba KBP Foods)	2006 North Main	Muskogee	OK	74401	918/683-1261	
J625266	Ampex Brands of Duncan, Inc.	221 North Mustang Road	Mustang	OK	73064	405/376-9640	
G135472	FQSR, LLC (dba KBP Foods)	909 NW 32nd Street	Newcastle	OK	73065	405/387-2123	****
J625240	Ampex Brands of OKC, Inc.	1201 E Alameda St	Norman	OK	73071	405/321-5152	
J625252	Ampex Brands of OKC, Inc.	1801 W. Lindsey St.	Norman	OK	73069	405/321-5150	
J625251	Ampex Brands of OKC, Inc.	12330 N. Pennsylvania Ave.	Oklahoma City	OK	73120	405/302-0488	
J625248	Ampex Brands of OKC, Inc.	2231 NW 23rd St.	Oklahoma City	OK	73107	405/943-6004	
J625243	Ampex Brands of OKC, Inc.	2903 SW 29th St	Oklahoma City	OK	73119	405/685-4197	
J625246	Ampex Brands of OKC, Inc.	4621 NW 39th Street	Oklahoma City	OK	73122	405/789-5843	
J625255	Ampex Brands of OKC, Inc.	5901 SW 4th Terrace	Oklahoma City	OK	73128	405/787-7481	
J625245	Ampex Brands of OKC, Inc.	5917 S Shields Blvd	Oklahoma City	OK	73129	405/634-6695	
J625264	Ampex Brands of OKC, Inc.	6000 N. May Avenue	Oklahoma City	OK	73112	405/242-4125	
J625244	Ampex Brands of OKC, Inc.	7120 NW Expressway	Oklahoma City	OK	73132	405/773-1403	
J625242	Ampex Brands of OKC, Inc.	7617 S Western Ave	Oklahoma City	OK	73139	405/636-1143	
J625254	Ampex Brands of OKC, Inc.	8950 NE 23rd Street	Oklahoma City	OK	73141	405/769-5500	
C180035	Peaceable Valley, L.L.C.	1016 E. Sixth Street	Okmulgee	OK	74447	918/756-6262	
C180025	A & W Enterprises, L.L.C.	202 S. Dogwood Street	Owasso	OK	74055	918/274-3966	
D020001	Bunch Enterprises, Inc.	1308 Princeton	Ponca City	OK	74601	580/762-4049	
D372046	SC Food Group, LLC	2 S. Mill Street	Pryor	OK	74361	918/825-4422	
D372044	SC Food Group, LLC	206 N. Wilson	Sand Springs	OK	74063	918/245-2363	
H271002	MACKFC, L.L.C.	501 S. Main Street	Sapulpa	OK	74066	918/224-6186	

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C180020	Kentucky Fried Chicken of McAlester, Oklahoma, Inc	1101 North Milt Phillips	Seminole	OK	74868	405/382-2219	
J625250	Ampex Brands of OKC, Inc.	1408 N. Harrison St.	Shawnee	OK	74801	405/275-1602	
J625247	Ampex Brands of OKC, Inc.	240 Shawnee Mall Drive	Shawnee	OK	74804	405/275-3159	
K025012	L.P. Buller, L.L.C.	715 W. Sixth Avenue	Stillwater	OK	74074	405/372-3456	
C180003	Kentucky Fried Chicken of McAlester, Oklahoma, Inc	1614 S. Muskogee Avenue	Tahlequah	OK	74464	918/456-8831	
D372039	SC Food Group, LLC	11104 E. 21st Street	Tulsa	OK	74129	918/437-7696	
D372042	SC Food Group, LLC	4235 S. Peoria Ave.	Tulsa	OK	74105	918/749-3559	
D372050	SC Food Group, LLC	4707 N. Peoria Avenue	Tulsa	OK	74126	918/430-0881	
D372105	SC Food Group, LLC	4926 S. Union Avenue	Tulsa	OK	74107	918/446-7309	
D372038	SC Food Group, LLC	7180 S. Memorial Drive	Tulsa	OK	74133	918/252-1476	
D372040	SC Food Group, LLC	7304 E. Admiral Blvd.	Tulsa	OK	74115	918/835-9864	
K025002	L.P. Buller, L.L.C.	2411 Oklahoma Ave	Woodward	OK	73801	580/256-5181	****
J625239	Ampex Brands of OKC, Inc.	1301 Garth Brooks Blvd.	Yukon	OK	73099	405/354-4686	
D947005	The Chick, Inc.	2145 Pacific Boulevard	Albany	OR	97321	541/926-4409	*
C748018	Northwest Restaurants Oregon, Inc.	18735 S.W. Tualatin	Aloha	OR	97006	503/649-7944	
C750004	LRG Restaurant Group, LLC	325 West Marine Drive	Astoria	OR	97103	503/338-6821	
C748022	Northwest Restaurants Oregon, Inc.	10190 SW Beaverton Hillsdale	Beaverton	OR	97005	503/643-7537	*
C748019	Northwest Restaurants Oregon, Inc.	3340 SW Cedar Hills Blvd.	Beaverton	OR	97005	503/641-3072	
C750155	LRG Restaurant Group, LLC	61355 South Highway 97	Bend	OR	97702	541/383-8060	
F122001	J.A. Sutherland, Inc.	350 5th Street	Brookings	OR	97415	541/412-0561	****
C748040	Northwest Restaurants Oregon, Inc.	1101 S.W. First Avenue	Canby	OR	97013	503/266-6171	*
C750163	LRG Restaurant Group, LLC	250 Penninger Road	Central Point	OR	97502	541/665-2888	
C748023	Northwest Restaurants Oregon, Inc.	10185 S.E. Sunnyside Rd.	Clackamas	OR	97015	503/653-0563	*
D947004	The Chick, Inc.	1775 North Ninth Street	Corvallis	OR	97330	541/757-0722	
C750162	LRG Restaurant Group, LLC	1530 Gateway Blvd.	Cottage Grove	OR	97424	541/942-7505	
C750159	LRG Restaurant Group, LLC	2545 River Road	Eugene	OR	97404	541/689-1200	
C750165	LRG Restaurant Group, LLC	3175 W. 11th Avenue	Eugene	OR	97402	541/345-4532	
C750166	LRG Restaurant Group, LLC	280 NE Beacon Drive	Grants Pass	OR	97526	541/479-5574	
C748016	Northwest Restaurants Oregon, Inc.	205 NW Burnside St.	Gresham	OR	97030	503/665-0526	
C750189	LRG Restaurant Group, LLC	450 North 1st Street	Hermiston	OR	97838	458/219-2654	
C748014	Northwest Restaurants Oregon, Inc.	115 SW Oak St.	Hillsboro	OR	97123	503/648-7179	
C748041	Northwest Restaurants Oregon, Inc.	7340 NW Butler Road	Hillsboro	OR	97124	503/640-6398	*
C750154	LRG Restaurant Group, LLC	4404 South 6th Street	Klamath Falls	OR	97603	541/882-7288	
C750175	LRG Restaurant Group, LLC	1706 Adams Avenue	La Grande	OR	97850	541/963-8151	
D947013	The Chick, Inc.	51 Cascade Drive	Lebanon	OR	97355	541/936-9450	*

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C411001	Roark Partners, LLC	1075 SW Highway 97	Madras	OR	97741	541/475-3368	*
C750036	LRG Restaurant Group, LLC	2570 Northeast 99 W	McMinnville	OR	97128	503/472-7614	
C750167	LRG Restaurant Group, LLC	1408 Center Drive	Medford	OR	97501	541/776-5118	
D947009	EDD Corporation	380 S. Pacific Highway	Monmouth	OR	97361	503/838-4266	*
C750001	LRG Restaurant Group, LLC	2273 Newmark Street	North Bend	OR	97459	541/756-6970	
C750062	LRG Restaurant Group, LLC	1639 E. Idaho Avenue	Ontario	OR	97914	541/889-0074	*
C748015	Northwest Restaurants Oregon, Inc.	1101 Main St.	Oregon City	OR	97045	503/655-3839	
C748021	Northwest Restaurants Oregon, Inc.	1308 Molalla Ave.	Oregon City	OR	97045	503/657-9923	*
C750142	LRG Restaurant Group, LLC	1615 S.W. Emigrant Avenue	Pendleton	OR	97801	541/276-5714	
C748011	Northwest Restaurants Oregon, Inc.	12124 NE Glisan St.	Portland	OR	97220	503/253-7535	
C748017	Northwest Restaurants Oregon, Inc.	14515 SE Division St.	Portland	OR	97236	503/760-0191	
C748013	Northwest Restaurants Oregon, Inc.	5721 NE Martin Luther King	Portland	OR	97211	503/283-1363	
C748012	Northwest Restaurants Oregon, Inc.	7641 SW Barbur Blvd.	Portland	OR	97219	503/246-4233	
C748010	Northwest Restaurants Oregon, Inc.	8131 SE Powell Blvd.	Portland	OR	97206	503/775-1578	*
C750156	LRG Restaurant Group, LLC	1719 S.W. Wickiup Avenue	Redmond	OR	97756	541/548-8480	
J118006	Graja, Inc.	327 Northwest Garden Valley Boulevard	Roseburg	OR	97470	541/673-5010	
D947002	The Chick, Inc.	3133 Broadway Northeast	Salem	OR	97303	503/390-1251	
D947003	The Chick, Inc.	3702 Commercial, Southeast	Salem	OR	97302	503/585-2424	
D947007	EDD Corporation	3937 Devonshire Avenue, Northeast	Salem	OR	97305	503/391-8868	*
D947001	The Chick, Inc.	902 Lancaster Northeast	Salem	OR	97301	503/362-2416	
C748020	Northwest Restaurants Oregon, Inc.	37495 Highway 26	Sandy	OR	97055	503/668-9844	
J118001	Graja, Inc.	601 South Roosevelt	Seaside	OR	97138	503/738-8321	****
C748039	Northwest Restaurants Oregon, Inc.	15971 S.W. Tualatin Sherwood Road	Sherwood	OR	97140	503/625-5787	*
D947010	The Chick, Inc.	605 West C Street	Silverton	OR	97381	503/873-8939	****
C750160	LRG Restaurant Group, LLC	2575 Olympic Street	Springfield	OR	97477	541/726-7725	
C750161	LRG Restaurant Group, LLC	3230 Gateway Street	Springfield	OR	97477	541/747-4091	
C750002	LRG Restaurant Group, LLC	2700 W. 6th Street	The Dalles	OR	97058	541/298-5600	
J118003	Graja, Inc.	2601 Newburg Highway	Woodburn	OR	97071	503/981-5550	
J137002	JSB Management, Inc.	1833 S. 4th Street	Allentown	PA	18103	610/791-3666	
J625135	Morgan's Restaurants of Pennsylvania, Inc.	4673 William Flynn Highway	Allison Park	PA	15101	412/486-1135	
K071292	Mitra Midwest Operations, LLC	594 West Plank Road	Altoona	PA	16602	814/943-3914	
J089013	Charter Central, LLC	2666 Constitution Boulevard	Beaver Falls	PA	15010	724/843-9797	
J625151	Morgan's Restaurants of Pennsylvania, Inc.	865 Rostraver Road	Belle Vernon	PA	15012	724/929-4148	
J625176	Morgan's Restaurants of Pennsylvania, Inc.	4306 Ohio River Blvd.	Bellevue	PA	15202	412/761-4803	
J625193	Morgan's Restaurants of Pennsylvania, Inc.	5153 Library Road	Bethel Park	PA	15102	412/835-3627	

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J138002	Bower II, Inc.	2184 W. Union Blvd.	Bethlehem	PA	18018	610/867-6880	
J138003	Lar-Mac, Inc.	2571 Easton Avenue	Bethlehem	PA	18017	610/882-2353	
C253005	Kokolas Management Company	185 Columbia Mall Drive	Bloomsburg	PA	17815	570/387-8940	
G135982	FQSR, LLC (dba KBP Foods)	119 West Washington Street	Bradford	PA	16701	814/366-5355	
J137003	Bower and Son, Inc.	1693 Rt 209	Brodheads ville	PA	18322	570/992-6090	****
K071092	MITRA QSR KNE, LLC	3515 Edgmont Ave.	Brookhaven	PA	19015	610/876-0288	****
J625263	Morgan's Restaurants of Pennsylvania, Inc.	218 New Castle Road	Butler	PA	16001	724/256-4076	
J089006	Charter Central, LLC	109 Cavasina Drive	Canonsburg	PA	15317	724/745-7777	****
H730051	Kazi Foods of New Jersey, Inc.	1226 Lincoln Way East	Chambersburg	PA	17201	717/264-5083	
K273030	PAK Summit Management Inc.	900 South State Street	Clarks Summit	PA	18411	570/914-9260	
C253007	Kokolas Management Company	14555 Clearfield Shawville Highway	Clearfield	PA	16830	814/765-9532	
K071095	MITRA QSR KNE, LLC	5311 W. Baltimore Avenue	Clifton Heights	PA	19018	610/259-6318	****
J625171	Morgan's Restaurants of Pennsylvania, Inc.	6901 University Boulevard	Coraopolis	PA	15108	412/269-9534	
K071302	MITRA QSR KNE, LLC	4490 Admiral Peary Highway	Ebensburg	PA	15931	814/419-7008	
H730045	Kazi Foods of New Jersey, Inc.	275 N. Reading Road	Ephrata	PA	17522	717/738-2474	
J625161	Morgan's Restaurants of Pennsylvania, Inc.	1116 Parade Street	Erie	PA	16503	814/454-4467	
J625155	Morgan's Restaurants of Pennsylvania, Inc.	2656 West 12th Street	Erie	PA	16505	814/838-3011	
J625156	Morgan's Restaurants of Pennsylvania, Inc.	4410 Buffalo Road	Erie	PA	16510	814/899-0494	
J625160	Morgan's Restaurants of Pennsylvania, Inc.	5933 Peach Street	Erie	PA	16509	814/866-1383	
D131001	MAA DURGA Enterprise, LLC	49 Robin Hood Drive	Etters	PA	17319	717/932-3116	****
K071089	MITRA QSR KNE, LLC	104 N. Pottstown Pike	Exton	PA	19341	610/594-3890	****
K273017	PAK Eynon Management, Inc.	531 Scranton-Carbondale Highway	Eynon	PA	18403	570/876-1404	
K071083	MITRA QSR KNE, LLC	432 Lincoln Hwy.	Fairless Hills	PA	19030	215/736-1097	
G135763	FQSR, LLC (dba KBP Foods)	539 Steinwehr Avenue	Gettysburg	PA	17325	717/334-7678	
J625152	Morgan's Restaurants of Pennsylvania, Inc.	5299 Route 30	Greensburg	PA	15601	724/850-8524	
K071296	MITRA QSR KNE, LLC	1170 Carlisle Avenue	Hanover	PA	17331	717/637-1998	
J625173	Morgan's Restaurants of Pennsylvania, Inc.	1 Harmar Landing Drive	Harmarville	PA	15238	412/826-1776	
H730049	Kazi Foods of New Jersey, Inc.	3819 Walnut Street	Harrisburg	PA	17109	717/545-5900	
K273015	PAK Hazleton Management Inc.	650 East Broad Street	Hazleton	PA	18201	570/455-6254	
J625136	Morgan's Restaurants of Pennsylvania, Inc.	100 S. Hermitage Road	Hermitage	PA	16148	724/347-4329	
J625163	Morgan's Restaurants of Pennsylvania, Inc.	222 W. 8th Ave.	Homestead	PA	15120	412/461-7058	
H730089	Kazi Foods of New Jersey, Inc.	603 East Main Street	Hummelstown	PA	17036	717/566-1900	
J625145	Morgan's Restaurants of Pennsylvania, Inc.	9390 Route 30	Irwin	PA	15642	724/863-9502	
J625262	Morgan's Restaurants of Pennsylvania, Inc.	1007 Scalp Avenue	Johnstown	PA	15904	814/533-6771	
C253003	Kokolas Management Company	523 Wyoming Avenue	Kingston	PA	18704	570/288-4441	

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J089012	Charter Central, LLC	14 Hilltop Plaza	Kittanning	PA	16201	724/543-2289	
H730042	Kazi Foods of New Jersey, Inc.	1533 Columbia Avenue	Lancaster	PA	17603	717/393-5590	
H730054	Kazi Foods of New Jersey, Inc.	1535 Manheim Pike	Lancaster	PA	17601	717/569-5094	
H730044	Kazi Foods of New Jersey, Inc.	2333 Rockvale Road	Lancaster	PA	17602	717/291-9466	**
J625150	Morgan's Restaurants of Pennsylvania, Inc.	1004 Latrobe Thirty Plaza	Latrobe	PA	15650	724/537-3311	
H730046	Kazi Foods of New Jersey, Inc.	1505 Cumberland Street	Lebanon	PA	17042	717/272-4770	
H730050	Kazi Foods of New Jersey, Inc.	313 Lowther Street	Lemoyne	PA	17043	717/774-7213	
G050001	T & D Foods, Inc.	33 North Derr Drive	Lewisburg	PA	17837	570/524-2465	****
D198001	Sunbeam Lewistown, Inc.	221 Electric Avenue	Lewistown	PA	17044	717/248-1391	
C253008	Kokolas Management Company	109 Bellefonte Avenue	Lock Haven	PA	17745	570/748-7474	
C253006	Kokolas Management Company	1320 South Main Street	Mansfield	PA	16933	570/662-2558	
J089007	Charter Central, LLC	6190 Steubenville Pike	McKees Rocks	PA	15136	412/787-1466	****
D080004	Kentucky Fried Chicken of Meadville, Inc.	18838 Park Avenue Plaza	Meadville	PA	16335	814/336-5663	
H730048	Kazi Foods of New Jersey, Inc.	6557 Carlisle Pike	Mechanicsburg	PA	17050	717/697-0902	**
J625175	Morgan's Restaurants of Pennsylvania, Inc.	3770 William Penn Hwy.	Monroeville	PA	15146	412/372-4763	
H495019	RCAP, Inc.	89 Oak St	Mount Pocono	PA	18344	570/839-8283	
J625143	Morgan's Restaurants of Pennsylvania, Inc.	4400 William Penn Highway	Murrysville	PA	15668	724/733-3692	
J089014	Charter Central, LLC	2407 Wilmington Road	New Castle	PA	16105	724/498-4680	****
J625259	Morgan's Restaurants of Pennsylvania, Inc.	745 4th Street	New Kensington	PA	15068	724/594-0353	
D131003	Manish K. Patel	1 N Londonderry Square	Palmyra	PA	17078	717/473-5409	
K071066	MITRA QSR KNE, LLC	1200 N Broad St	Philadelphia	PA	19121	215/236-5624	
K071070	MITRA QSR KNE, LLC	177 W Allegheny Ave	Philadelphia	PA	19133	215/739-1717	****
K071073	MITRA QSR KNE, LLC	2875 W Dauphin St	Philadelphia	PA	19132	215/225-3808	
K071072	MITRA QSR KNE, LLC	3032 North Broad St.	Philadelphia	PA	19132	215/225-5553	****
K071071	MITRA QSR KNE, LLC	3655 Aramingo Ave	Philadelphia	PA	19134	215/533-1844	
K071069	MITRA QSR KNE, LLC	4001 N 5th St	Philadelphia	PA	19140	215/223-1608	****
K071098	MITRA QSR KNE, LLC	527 Franklin Mills Circle	Philadelphia	PA	19154	215/612-9096	
K071064	MITRA QSR KNE, LLC	5700 Baltimore Ave	Philadelphia	PA	19143	215/748-6230	
K071062	MITRA QSR KNE, LLC	5840 Old York Rd	Philadelphia	PA	19141	215/424-2134	****
K071065	MITRA QSR KNE, LLC	6114 Lancaster Ave	Philadelphia	PA	19151	215/473-6888	
K071088	MITRA QSR KNE, LLC	6240 Stenton Avenue	Philadelphia	PA	19138	215/548-3683	
K071076	MITRA QSR KNE, LLC	6417 Harbison Ave.	Philadelphia	PA	19149	215/708-0371	****
K071067	MITRA QSR KNE, LLC	716 Adams Ave	Philadelphia	PA	19124	215/533-1110	
K071096	MITRA QSR KNE, LLC	7350 Oxford Avenue	Philadelphia	PA	19111	215/722-7361	
J625174	Morgan's Restaurants of Pennsylvania, Inc.	1100 Brownsville Rd.	Pittsburgh	PA	15210	412/885-5348	

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J625185	Morgan's Restaurants of Pennsylvania, Inc.	210 Rodi Rd.	Pittsburgh	PA	15235	412/247-9734	
J625166	Morgan's Restaurants of Pennsylvania, Inc.	278 Yost Blvd.	Pittsburgh	PA	15221	412/271-7003	
J625172	Morgan's Restaurants of Pennsylvania, Inc.	4915 Baum Blvd.	Pittsburgh	PA	15213	412/683-1797	
J625170	Morgan's Restaurants of Pennsylvania, Inc.	5130 Clairton Blvd.	Pittsburgh	PA	15236	412/884-9054	
J089008	Charter Central, LLC	85 Blazier Drive	Pittsburgh	PA	15237	412/364-8374	****
J138001	RCRB, Inc.	419 S. Claude A Lord Blvd.	Pottsville	PA	17901	570/622-2692	
H730052	Kazi Foods of New Jersey, Inc.	241 Lancaster Pike West	Reading	PA	19607	610/777-3599	
H730058	Kazi Foods of New Jersey, Inc.	3120 5th Street Highway	Reading	PA	19605	610/921-9470	
K071090	MITRA QSR KNE, LLC	947 S. Township Line Road	Royersford	PA	19468	610/792-4135	****
J137001	JG&G, Inc.	462 N. Keystone Avenue	Sayre	PA	18840	570/888-2142	****
K273016	PAK Scranton Management Inc.	1831 Keyser Avenue	Scranton	PA	18508	570/343-2040	
L480001	V & L Drive-In, Inc.	3079 N Susquehanna Trail	Shamokin Dam	PA	17876	570/743-2822	
H730250	Kazi Foods of New Jersey, Inc.	3 Airport Road	Shippensburg	PA	17257	717/477-9078	****
J625261	Morgan's Restaurants of Pennsylvania, Inc.	710 N. Center Avenue	Somerset	PA	15501	814/701-4393	**
K071077	MITRA QSR KNE, LLC	835 West Sproul Rd	Springfield	PA	19064	610/543-6005	****
K071301	MITRA QSR KNE, LLC	1780 South Atherton Street	State College	PA	16801	814/325-7027	
H495016	C and S Graci, Inc.	440 Main Street	Stroudsburg	PA	18360	570/421-5670	
H495020	T R and J, Inc.	7150 Hamilton Blvd.	Trexlerstown	PA	18087	610/366-7350	
G135637	FQSR, LLC (dba KBP Foods)	346 Morgantown Street	Uniontown	PA	15401	724/437-9883	
J625162	Morgan's Restaurants of Pennsylvania, Inc.	120 Murtland Ave.	Washington	PA	15301	724/228-8150	
G135768	FQSR, LLC (dba KBP Foods)	11137 Buchanan Trail E., Route 6	Waynesboro	PA	17268	717/765-4021	
J625153	Morgan's Restaurants of Pennsylvania, Inc.	109 Miller Lane	Waynesburg	PA	15370	724/627-7674	
K071082	MITRA QSR KNE, LLC	519 E Market St	West Chester	PA	19382	610/436-9734	****
J625164	Morgan's Restaurants of Pennsylvania, Inc.	804 W. View Park Dr.	West View	PA	15229	412/931-8645	
H495011	T R and J, Inc.	1612 Macarthur Road	Whitehall	PA	18052	610/776-7773	
C253002	Kokolas Management Company	140 Oxford Street	Wilkes Barre	PA	18706	570/822-6256	
J625168	Morgan's Restaurants of Pennsylvania, Inc.	509 Penn Ave.	Wilkesburg	PA	15221	412/244-0779	
C253004	Kokolas Management Company	1850 E. Third Street	Williamsport	PA	17701	570/322-2345	
K071078	MITRA QSR KNE, LLC	1865 Easton Rd	Willow Grove	PA	19090	215/658-1000	
K071079	MITRA QSR KNE, LLC	8140 Ogontz Ave	Wyncote	PA	19095	215/886-5635	
K071297	MITRA QSR KNE, LLC	190 Memory Lane	York	PA	17402	717/755-5810	
K071299	MITRA QSR KNE, LLC	2650 South Queen Street	York	PA	17402	717/741-9528	
K071298	MITRA QSR KNE, LLC	908 Loucks Road	York	PA	17404	717/848-3830	**
E685066	D.E. Foods, LLC	824 Tiogue Avenue	Coventry	RI	02816	401/821-4460	
E685068	D.E. Foods, LLC	822 Reservoir Avenue	Cranston	RI	02910	401/781-7191	

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E685067	D.E. Foods, LLC	797 Taunton Avenue	East Providence	RI	02914	401/438-3813	
E685061	D.E. Foods, LLC	421 Putnam Pike	Greenville	RI	02828	401/231-6710	****
E685069	D.E. Foods, LLC	1477 Atwood Ave.	Johnston	RI	02919	401/274-3107	
E685001	D.E. Foods, Inc.	1387 West Main Road	Middletown	RI	02842	401/846-5350	
E685028	D.E. Foods, Inc.	420 Broad St.	Providence	RI	02907	401/421-2424	
J075006	Hope Street KFC, Inc.	805 North Main	Providence	RI	02904	401/272-3950	
E685065	D.E. Foods, LLC	29 Newport Avenue	Rumford	RI	02916	401/724-3210	
E685005	D.E. Foods, Inc.	139 Old Tower Hill Road	Wakefield	RI	02879	401/788-9143	****
E180002	Russell J. Flock	767 Airport Road	Warwick	RI	02886	401/739-9088	
E685073	D.E. Foods, LLC	305 Quaker Ln	West Warwick	RI	02893	401/250-0027	
E685076	D.E. Foods, LLC	160 Granite Street	Westerly	RI	02891	401/315-4551	
J800006	Kentucky Fried Chicken of Woonsocket, Inc.	137 Clinton Street	Woonsocket	RI	02895	401/769-0022	
L765004	Whiteford's, Inc.	105 West Greenwood St	Abbeville	SC	29620	864/459-9821	****
D241028	PMTD Restaurants, LLC	1406 Richland Avenue, W.	Aiken	SC	29801	803/648-0231	
D241032	PMTD Restaurants, LLC	991 Pine Log Road	Aiken	SC	29803	803/648-5700	
L765015	Whiteford's, Inc.	2701 N. Main Street	Anderson	SC	29621	864/261-3335	
L765007	Whiteford's, Inc.	653 Highway 28 By-Pass	Anderson	SC	29624	864/224-6444	
E960036	H & H Food Services, L.L.C.	10444 Dunbarton Boulevard	Barnwell	SC	29812	803/259-1823	
E960040	Savannah Service & Food (YUM), LLC	211 Robert Smalls Parkway	Beaufort	SC	29906	843/982-2900	
L765024	Whiteford's, Inc.	326 S. Main Street	Belton	SC	29627	864/338-5120	****
G136002	FQSR, LLC (dba KBP Foods)	477 15-401 Bypass West	Bennettsville	SC	29512	843/479-8015	
G136024	FQSR, LLC (dba KBP Foods)	1073 Sumter Highway	Bishopville	SC	29010	803/428-4244	
H768001	Shay Enterprises, LLC	2 Mallett Way	Bluffton	SC	29910	843/757-8894	
H665036	Sylvan Food Systems, Inc.	206 Blythewood Road	Blythewood	SC	29016	803/754-3747	
C570011	Felker Day, Inc.	4004 Highway 9	Boiling Springs	SC	29316	864/754-3993	
G385002	Galloway Enterprises, Inc.	101 E. Dekalb Street	Camden	SC	29020	803/432-3651	
002649	JEM Management Company	220 Spring Street	Charleston	SC	29403	843/722-0659	****
H343001	STAR BRANDS II, LLC	5890 Rivers Ave.	Charleston	SC	29406	843/554-1734	
G136003	FQSR, LLC (dba KBP Foods)	427 Chesterfield Highway	Cheraw	SC	29520	843/537-3371	
J870011	Outlaw Enterprises, Inc.	1607 JA Cochran, Hwy 72 Bypass	Chester	SC	29706	803/377-1515	
L765003	Whiteford's, Inc.	105 W. Carolina Avenue	Clinton	SC	29325	864/833-0524	****
J870017	Outlaw Enterprises, Inc.	958 Bethel Street	Clover	SC	29710	803/222-1221	****
H665030	Sylvan Food Systems, Inc.	10125 Two Notch Rd.	Columbia	SC	29223	803/788-2372	
H665007	Sylvan Food Systems, Inc.	2104 Broad River Road	Columbia	SC	29210	803/772-4330	
H665005	Sylvan Food Systems, Inc.	2340 Decker Blvd.	Columbia	SC	29206	803/788-4355	

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H665032	Sylvan Food Systems, Inc.	2349 Taylor Street	Columbia	SC	29204	803/254-1616	
L765036	Whiteford's, Inc.	2711 Clemson Road	Columbia	SC	29229	803/939-6043	
H665012	Sylvan Food Systems, Inc.	7351 Garners Ferry Road	Columbia	SC	29209	803/783-1219	
G136022	FQSR, LLC (dba KBP Foods)	1624 Church Street	Conway	SC	29526	843/438-8499	
E330011	Darlington Poulet, Inc.	979 Governor Williams Highway	Darlington	SC	29532	843/393-2584	
G136001	FQSR, LLC (dba KBP Foods)	808 Highway 301 North	Dillon	SC	29536	843/774-5402	
G135965	FQSR, LLC (dba KBP Foods)	1540 East Main St.	Duncan	SC	29334	864/433-8536	
L765033	Whiteford's, Inc.	5708 Calhoun Memorial Highway	Easley	SC	29640	864/859-4817	
J860015	1601 S. Irby St. LLC	1601 South Irby Street	Florence	SC	29505	843/679-2873	
J860009	Orr Company, Inc.	2060 W. Evans St	Florence	SC	29501	843/679-2870	
J860003	Orr Company, Inc.	516 E. Palmetto	Florence	SC	29506	843/679-2872	
J718238	JRN, Inc.	1367 W. Floyd Baker Boulevard	Gaffney	SC	29341	864/489-7011	
L765037	Whiteford's, Inc.	5230 Highway 321	Gaston	SC	29053	803/567-2027	
G002002	Union Food Services, Inc.	2130 Highmarket St.	Georgetown	SC	29440	843/546-6037	
H343005	STAR BRANDS II, LLC	108 S. Goose Creek Boulevard	Goose Creek	SC	29445	843/553-4441	
J718263	JRN, Inc.	3200 N. Pleasantburg Drive	Greenville	SC	29609	864/235-8126	
J718180	JRN, Inc.	6102 White Horse Rd	Greenville	SC	29611	864/269-1060	
L765001	Whiteford's, Inc.	1300 S. Main Street	Greenwood	SC	29646	864/229-2011	
L765002	Whiteford's, Inc.	219 By Pass, 72 NW	Greenwood	SC	29649	864/229-2421	
J718179	JRN, Inc.	1329 W Wade Hampton Blvd	Greer	SC	29650	864/848-1801	
E960028	H & H Food Services, L.L.C.	708 Elm Street	Hampton	SC	29924	803/943-3446	****
E330010	Hartsville Poulet, Inc.	432 Hartsville Crossing Blvd.	Hartsville	SC	29550	843/332-5618	
J870019	Outlaw Enterprises, Inc.	9615 Charlotte Highway	Indian Land	SC	29707	803/548-6433	
H665029	Sylvan Food Systems, Inc.	7467 St. Andrews Rd.	Irmo	SC	29063	803/732-1433	
H343002	STAR BRANDS II, LLC	3864 Savannah Highway	Johns Island	SC	29455	843/763-2068	
G135996	FQSR, LLC (dba KBP Foods)	201 N. Longstreet Street	Kingstree	SC	29556	843/354-7717	
H343009	STAR BRANDS II, LLC	9580 Highway 78	Ladson	SC	29456	843/574-9500	
J870002	Outlaw Enterprises, Inc.	1263 Great Falls Highway	Lancaster	SC	29720	803/285-1569	
J870005	Outlaw Enterprises, Inc.	582 521 Bypass Hwy 9	Lancaster	SC	29720	803/285-1656	
E320149	Fulenwider Enterprises, Inc.	1708 Highway 14	Landrum	SC	29356	864/702-8301	
L765006	Whiteford's, Inc.	447 North Harper Street	Laurens	SC	29360	864/984-9414	**
H665038	Sylvan Food Systems, Inc.	123 E. Columbia Ave.	Leesville	SC	29070	803/604-8552	
H665011	Sylvan Food Systems, Inc.	5636 Sunset Boulevard	Lexington	SC	29072	803/359-3018	**
H667029	Paris & Potter Management Corporation	5305 Broad Street	Loris	SC	29569	843/756-4050	
G385003	Galloway Enterprises, Inc.	857 Highway 1 South	Lugoff	SC	29078	803/438-1113	

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H343006	STAR BRANDS II, LLC	411 Highway 52	Moncks Corner	SC	29461	843/761-8682	
H667028	Paris & Potter Management Corporation	253 W. McIntyre Street	Mullins	SC	29574	843/464-6299	
H667026	Paris & Potter Management Corporation	1020 Glen Forest Road	Myrtle Beach	SC	29579	843/903-0944	
H667023	Paris & Potter Management Corporation	6100 North Kings Highway	Myrtle Beach	SC	29577	843/449-2165	
H667030	Paris & Potter Management Corporation	900 S Kings hwy	Myrtle Beach	SC	29577	854/854-9827	
L765009	Whiteford's, Inc.	110 Heritage Drive	Newberry	SC	29108	803/276-5581	
D241030	PMTD Restaurants, LLC	433 E. Martintown Road	North Augusta	SC	29841	803/279-4580	
D241031	PMTD Restaurants, LLC	4426 Jefferson Davis Highway	North Augusta	SC	29841	803/593-4778	
H667027	Paris & Potter Management Corporation	602 Highway 17	North Myrtle Beach	SC	29582	843/272-3150	
L765030	Whiteford's, Inc.	675 John C. Calhoun Drive	Orangeburg	SC	29115	803/533-0305	
J870018	Outlaw Enterprises, Inc.	206 S. Van L Mungo Boulevard	Pageland	SC	29728	843/672-5700	
L765008	Whiteford's, Inc.	101 Depot Road	Pelzer	SC	29669	864/947-1079	****
L765035	Whiteford's, Inc.	2809 Gentry Memorial Highway	Pickens	SC	29671	864/878-2568	**
L765032	Whiteford's, Inc.	3100 Highway 153	Piedmont	SC	29673	864/269-6802	
L765011	Whiteford's, Inc.	7418 Augusta Road	Piedmont	SC	29673	864/277-2471	
J870015	Outlaw Enterprises, Inc.	3062 Lancaster Highway	Richburg	SC	29729	803/789-3697	****
H110002	J. Hubbard Company, Inc.	8146 East Main St.	Ridgeland	SC	29936	843/726-6611	
J870013	Outlaw Enterprises, Inc.	1343 E. Main Street	Rock Hill	SC	29730	803/329-1442	
J870014	Outlaw Enterprises, Inc.	1667 Ebenezer Road	Rock Hill	SC	29732	803/329-0882	
J870008	Outlaw Enterprises, Inc.	869 North Anderson Road	Rock Hill	SC	29730	803/366-6467	
H343003	STAR BRANDS II, LLC	5987 West Jim Bilton Blvd.	Saint George	SC	29477	843/563-4400	
L765031	Whiteford's, Inc.	1425 Sandifer Blvd.	Seneca	SC	29678	864/882-6468	
J718181	JRN, Inc.	644 Fairview Rd	Simpsonville	SC	29680	864/963-2133	
C570015	Felker Day, Inc.	1459 W. O. Ezell Boulevard	Spartanburg	SC	29301	864/574-7722	
C570017	Felker Day, Inc.	1797 Asheville Highway	Spartanburg	SC	29303	864/542-0700	
C570016	Felker Day, Inc.	228 Cedar Springs Road	Spartanburg	SC	29302	864/582-5425	
H343007	STAR BRANDS II, LLC	10170 Dorchester Road	Summerville	SC	29485	843/873-3040	
H343004	STAR BRANDS II, LLC	137 N. Main	Summerville	SC	29483	843/832-9003	
H343008	STAR BRANDS II, LLC	1801 N. Main Street	Summerville	SC	29483	843/875-9933	
J860019	1014 Broad St. LLC	1014 Broad Street	Sumter	SC	29150	803/775-4333	
J860021	215 E. Liberty St. LLC	215 East Liberty Street	Sumter	SC	29150	803/418-0174	
J860020	4630 West Broad St. LLC	4630 W. Broad Street	Sumter	SC	29154	803/494-2425	
H667024	Paris & Potter Management Corporation	504 Highway 17 North	Surfside Beach	SC	29575	843/238-8864	
J718182	JRN, Inc.	6500 State Park Rd	Travelers Rest	SC	29690	864/834-0903	****
C570010	Felker Day, Inc.	542 North Duncan By-Pass	Union	SC	29379	864/427-3100	

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E960042	Savannah Service & Food (YUM), LLC	2130 Bells Highway	Walterboro	SC	29488	843/549-9502	
H665013	Sylvan Food Systems, Inc.	107 12th Street	West Columbia	SC	29169	803/794-5578	
H665016	Sylvan Food Systems, Inc.	2711 Emanuel Church Rd.	West Columbia	SC	29170	803/400-6301	
L765014	Whiteford's, Inc.	182 U.S. Highway 321 By-Pass South	Winnsboro	SC	29180	803/635-9708	
J870012	Outlaw Enterprises, Inc.	601 E. Liberty	York	SC	29745	803/684-5698	
C750019	Argonaut Food Partners, LLC	532 Sunrise Ridge Road	Brookings	SD	57006	605/692-7004	
E720524	Harman Management Corporation	817 East North Street	Rapid City	SD	57701	605/342-2515	
C750138	Argonaut Food Partners, LLC	300 South Kiwanis	Sioux Falls	SD	57104	605/336-9688	
F275006	Dee Jay's QSR, Inc.	3100 South Louise Avenue	Sioux Falls	SD	57106	605/362-1933	
F275007	Dee Jay's QSR, Inc.	3401 East 10th Street	Sioux Falls	SD	57103	605/336-1710	*
F275008	Dee Jay's QSR, Inc.	2504 Fox Run Parkway	Yankton	SD	57078	605/665-4433	****
G135458	FQSR, LLC (dba KBP Foods)	30019 Highway 110	Ardmore	TN	38449	931/427-8070	****
C754001	Baobab Foods LLC	401 South Main Street	Ashland City	TN	37015	615/792-6163	
J718093	JRN, Inc.	1605 Decatur Pike	Athens	TN	37303	423/745-7022	
L518170	Tasty Chick'n Midwest, LLC	11200 Highway 51 South	Atoka	TN	38004	901/837-8226	****
L518019	Tasty Chick'n Midwest, LLC	6028 Stage Rd.	Bartlett	TN	38134	901/386-3442	
L775016	West Quality Food Service, Inc.	512 West Market Street	Bolivar	TN	38008	731/658-9500	
J718107	JRN, Inc.	2590 West State Street	Bristol	TN	37620	423/968-4514	
L518112	Tasty Chick'n Midwest, LLC	2560 Anderson Avenue	Brownsville	TN	38012	731/772-6048	
K365008	JAK Foods, Inc.	2301 East 3rd Street	Chattanooga	TN	37404	423/629-5724	
K365003	JAK Foods, Inc.	2501 Broad St	Chattanooga	TN	37408	423/267-4034	
K365009	JAK Foods, Inc.	4856 Highway 58	Chattanooga	TN	37416	423/892-8870	
K365007	JAK Foods, Inc.	7428 E. Brainerd Rd	Chattanooga	TN	37421	423/855-3958	
F569077	QSR Midwest, LLC	2725 Fort Campbell Boulevard	Clarksville	TN	37042	931/431-3548	
F569081	QSR Midwest, LLC	3051 Guthrie Highway	Clarksville	TN	37040	931/648-4776	
E320071	EM Squared, LLC	2325 McGrady Drive, S.E.	Cleveland	TN	37323	423/479-7051	
E320070	EM Squared, LLC	2720 Keith Street	Cleveland	TN	37312	423/476-6809	
L775018	West Quality Food Service, Inc.	731 West Poplar Avenue	Collierville	TN	38017	901/853-9011	
J718068	JRN, Inc.	1202 S. James Campbell Blvd., Ste. 25	Columbia	TN	38401	931/388-9416	
L518141	Tasty Chick'n Midwest, LLC	1105 S. Jefferson Avenue	Cookeville	TN	38506	931/526-2417	
L518032	Tasty Chick'n Midwest, LLC	1295 N. Germantown Parkway	Cordova	TN	38016	901/737-1000	
L518115	Tasty Chick'n Midwest, LLC	410 Highland Square	Crossville	TN	38555	931/484-1313	
E320097	EM Squared, LLC	3586 Rhea County Hwy.	Dayton	TN	37321	423/567-5145	
L518137	Tasty Chick'n Midwest, LLC	528 Highway 46, S.	Dickson	TN	37055	615/446-7358	
L518142	Tasty Chick'n Midwest, LLC	2408 Lake Road	Dyersburg	TN	38024	731/285-9373	

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E320138	AceDeuce 2, LLC	207 Broad Street	Elizabethton	TN	37643	423/543-2271	
E320139	AceDeuce 2, LLC	1213 North Main Street	Erwin	TN	37650	423/743-4231	
G135441	FQSR, LLC (dba KBP Foods)	1260 Huntsville Highway	Fayetteville	TN	37334	931/433-3103	
L518132	Tasty Chick'n Midwest, LLC	1319 Murfreesboro Road	Franklin	TN	37064	615/790-8687	
L518128	Tasty Chick'n Midwest, LLC	675 Nashville Pike	Gallatin	TN	37066	615/452-7409	
J575044	AJS Associates, a KY General Partnership	314 Long Hollow Pike	Goodlettsville	TN	37072	615/859-2903	
J795010	Gordonsville KT, LLC	501 Gordonsville Highway	Gordonsville	TN	38563	615/683-1050	****
E320091	EM Squared, LLC	1106 Spratlin Park Dr.	Gray	TN	37615	423/900-2968	
E320142	AceDeuce 2, LLC	1735 East Andrew Johnson Highway	Greeneville	TN	37745	423/639-3601	
L518048	Tasty Chick'n Midwest, LLC	1527 S. Roane Street	Harriman	TN	37748	865/882-2830	
J575036	AJS Associates, a KY General Partnership	322 W. Main St.	Hendersonville	TN	37075	615/824-3901	
J575043	AJS Associates, a KY General Partnership	4744 Lebanon Rd.	Hermitage	TN	37076	615/885-2862	
K365005	JAK Foods, Inc.	5323 Highway 153	Hixson	TN	37343	423/875-8168	
L518126	Tasty Chick'n Midwest, LLC	2051 North Highland Avenue	Jackson	TN	38305	731/664-7432	
C754003	Baobab Foods LLC	2978 Ridgecrest Rd EXT	Jackson	TN	38305	731/513-5422	
K750041	J.R.S. Restaurant Corporation	102 Stewart Street	Jamestown	TN	38556	931/879-3090	
K750016	J.R.S. Restaurant Corporation	281 East Broadway	Jefferson City	TN	37760	865/475-5393	
J718005	JRN, Inc.	1920 N. Roan Street	Johnson City	TN	37601	423/283-4350	
F803003	Two Beacons, LLC	342 Kimball Crossing Drive	Kimball	TN	37347	423/837-7167	
J718011	JRN, Inc.	2401 Ft. Henry Drive	Kingsport	TN	37664	423/245-4391	
J718007	JRN, Inc.	813 Lynn Garden Drive	Kingsport	TN	37660	423/245-4455	
J718160	JRN, Inc.	1030 Shumard Lane	Knoxville	TN	37914	865/523-1151	
L518080	Tasty Chick'n Midwest, LLC	2456 E. Magnolia Avenue	Knoxville	TN	37917	865/540-3894	
L518036	Tasty Chick'n Midwest, LLC	2918 N. Broadway Street	Knoxville	TN	37917	865/689-3711	
L518039	Tasty Chick'n Midwest, LLC	409 N. Cedar Bluff Road	Knoxville	TN	37923	865/693-0795	
L518035	Tasty Chick'n Midwest, LLC	4200 Chapman Highway	Knoxville	TN	37920	865/573-4222	
L518038	Tasty Chick'n Midwest, LLC	4415 Western Avenue	Knoxville	TN	37921	865/523-3826	
L518041	Tasty Chick'n Midwest, LLC	5266 Millertown Pike	Knoxville	TN	37924	865/524-0053	
L518040	Tasty Chick'n Midwest, LLC	6711 Clinton Highway	Knoxville	TN	37912	865/938-9656	
L518081	Tasty Chick'n Midwest, LLC	7122 Kingston Pike	Knoxville	TN	37919	865/409-0753	
L518037	Tasty Chick'n Midwest, LLC	7228 Maynardville Pike	Knoxville	TN	37918	865/922-7219	
J718031	JRN, Inc.	2415 Jacksboro Pike	La Follette	TN	37766	423/562-1359	
L518127	Tasty Chick'n Midwest, LLC	5001 Murfreesboro Road	La Vergne	TN	37086	615/213-1177	
L518134	Tasty Chick'n Midwest, LLC	451 Highway 52 Bypass West	Lafayette	TN	37083	615/688-1050	
L775082	West Quality Food Service, Inc.	8995 Highway 64 East	Lakeland	TN	38002	901/381-5119	

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J310014	Jack Marshall Foods, Inc.	1950 N Locust Ave	Lawrenceburg	TN	38464	931/762-6186	
L518138	Tasty Chick'n Midwest, LLC	710 S. Cumberland Street	Lebanon	TN	37087	615/449-0971	
D231001	Lenoir City Sims Group, LLC	865 Highway 321, N.	Lenoir City	TN	37771	865/986-4691	
J718295	JRN, Inc.	1338 N. Ellington Parkway	Lewisburg	TN	37091	931/359-4338	
L775015	West Quality Food Service, Inc.	615 W Church Street	Lexington	TN	38351	731/968-4962	
D231003	Livingston K, LLC	1349 West Main Street	Livingston	TN	38570	931/823-3090	
D231002	Loudon Sims Group, LLC	12395 Highway 72 North	Loudon	TN	37774	865/458-5440	****
J575046	AJS Associates, a KY General Partnership	415 Gallatin Pike North	Madison	TN	37115	615/868-0981	
H560001	James E. Ogle and Angela M. Ogle	3970 Highway 411	Madisonville	TN	37354	423/442-4228	
J718282	JRN, Inc.	2156 Hillsboro Boulevard	Manchester	TN	37355	931/728-3845	
J718169	JRN, Inc.	807 Foothills Drive	Maryville	TN	37801	865/983-8030	
L518139	Tasty Chick'n Midwest, LLC	1410 Smithville Hwy.	McMinnville	TN	37110	931/473-3348	
L518013	Tasty Chick'n Midwest, LLC	1699 Union Ave.	Memphis	TN	38104	901/274-5347	
L518015	Tasty Chick'n Midwest, LLC	200 N. Danny Thomas Blvd.	Memphis	TN	38105	901/526-1612	
L518030	Tasty Chick'n Midwest, LLC	2055 Frayser Blvd.	Memphis	TN	38127	901/358-3211	
L518025	Tasty Chick'n Midwest, LLC	2256 Lamar Ave.	Memphis	TN	38114	901/454-0070	
L518018	Tasty Chick'n Midwest, LLC	2452 Jackson Ave.	Memphis	TN	38108	901/327-1401	
L518014	Tasty Chick'n Midwest, LLC	2785 Lamar Ave.	Memphis	TN	38114	901/743-4827	****
L518027	Tasty Chick'n Midwest, LLC	3144 S. 3rd St.	Memphis	TN	38109	901/345-3520	
L518023	Tasty Chick'n Midwest, LLC	3215 S. Perkins Rd.	Memphis	TN	38118	901/362-2492	
L518033	Tasty Chick'n Midwest, LLC	3255 Austin Peay Hwy.	Memphis	TN	38128	901/382-3520	
L518024	Tasty Chick'n Midwest, LLC	3623 Elvis Presley Blvd.	Memphis	TN	38116	901/398-0743	
L518031	Tasty Chick'n Midwest, LLC	3745 E. Shelby Drive	Memphis	TN	38118	901/369-1110	****
L518022	Tasty Chick'n Midwest, LLC	3995 S. 3rd St.	Memphis	TN	38109	901/789-6247	****
L518017	Tasty Chick'n Midwest, LLC	4306 Summer Ave.	Memphis	TN	38122	901/685-6645	
L518028	Tasty Chick'n Midwest, LLC	4549 Elvis Presley Highway	Memphis	TN	38116	901/332-0887	
L518026	Tasty Chick'n Midwest, LLC	4790 Riverdale Road	Memphis	TN	38141	901/754-8581	
L518021	Tasty Chick'n Midwest, LLC	6262 Winchester Rd.	Memphis	TN	38115	901/795-1458	
L518020	Tasty Chick'n Midwest, LLC	727 South Highland	Memphis	TN	38111	901/458-7076	
L518029	Tasty Chick'n Midwest, LLC	7980 Winchester Road	Memphis	TN	38125	901/755-3116	
L518016	Tasty Chick'n Midwest, LLC	869 S. 3rd St.	Memphis	TN	38106	901/947-6839	
L518117	Tasty Chick'n Midwest, LLC	8611 US Highway 51 N	Millington	TN	38053	901/245-3699	
K750017	J.R.S. Restaurant Corporation	521 E. Morris Blvd.	Morristown	TN	37813	423/581-3276	
C754002	Baobab Foods LLC	11001 Lebanon Road	Mount Juliet	TN	37122	615/773-8900	
E320069	EM Squared, LLC	485 South Shady Street	Mountain City	TN	37683	423/460-2026	

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L518125	Tasty Chick'n Midwest, LLC	1816 Memorial Blvd.	Murfreesboro	TN	37129	615/893-5726	
L518122	Tasty Chick'n Midwest, LLC	2205 Old Fort Parkway	Murfreesboro	TN	37129	615/895-6609	
J575038	AJS Associates, a KY General Partnership	1027 8th Ave. N.	Nashville	TN	37208	615/256-1069	
L518124	Tasty Chick'n Midwest, LLC	2634 Murfreesboro Road	Nashville	TN	37217	615/367-0668	
J575040	AJS Associates, a KY General Partnership	2910 Clarksville Highway	Nashville	TN	37218	615/242-9165	
J575041	AJS Associates, a KY General Partnership	3035 Dickerson Rd.	Nashville	TN	37207	615/228-8610	
L518133	Tasty Chick'n Midwest, LLC	336 Harding Pl.	Nashville	TN	37211	615/834-2904	
J575045	AJS Associates, a KY General Partnership	541 Donelson Pike	Nashville	TN	37214	615/883-9531	
K750037	J.R.S. Restaurant Corporation	805 Cosby Highway	Newport	TN	37821	423/623-3237	
L518034	Tasty Chick'n Midwest, LLC	1020 Oak Ridge Turnpike	Oak Ridge	TN	37830	865/483-5059	
L775093	West Quality Food Service, Inc.	6880 Highway 64	Oakland	TN	38060	901/465-9916	****
K750007	J.R.S. Restaurant Corporation	19869 Alberta St.	Oneida	TN	37841	423/569-5544	
K365010	JAK Foods, Inc.	5038 Hunter Road	Ooltewah	TN	37363	423/497-8636	
L518140	Tasty Chick'n Midwest, LLC	911 Mineral Wells	Paris	TN	38242	731/642-4075	
E320144	AceDeuce 2, LLC	5548 Highway 11 East	Piney Flats	TN	37686	423/538-1050	
J089005	Charter Foods, Inc.	111 Ren Mar Drive	Pleasant View	TN	37146	615/746-3332	****
J718264	JRN, Inc.	1635 W. College Street	Pulaski	TN	38478	931/363-6900	
L775063	West Quality Food Service, Inc.	770 U.S. Highway 51	Ripley	TN	38063	731/635-0222	
J718137	JRN, Inc.	117 Colonial Lane	Rocky Top	TN	37769	865/426-9616	****
K750011	J.R.S. Restaurant Corporation	3938 Highway 66	Rogersville	TN	37857	423/272-5704	
J718315	JRN, Inc.	933 Dolly Parton Parkway	Sevierville	TN	37862	865/428-3069	
J718257	JRN, Inc.	11503 Chapman Highway	Seymour	TN	37865	865/579-4670	
J718131	JRN, Inc.	102 Madison Street	Shelbyville	TN	37160	931/684-2335	
D257001	SMITHVILLE K T, LLC	105 E. Broad Street	Smithville	TN	37166	615/215-1050	****
K365006	JAK Foods, Inc.	10161 Highway 27	Soddy Daisy	TN	37379	423/332-6968	
J795002	Sparta K, LLC	810 Roosevelt Drive	Sparta	TN	38583	931/738-2474	
J575072	Springfield KFCO, LLC	1705 Memorial Boulevard	Springfield	TN	37172	615/384-8433	
K750010	J.R.S. Restaurant Corporation	1500 N. Broad Street	Tazewell	TN	37879	423/626-5421	
J718026	JRN, Inc.	1701 N. Jackson	Tullahoma	TN	37388	931/455-2037	
F569105	QSR Midwest, LLC	310 West Main Street	Waverly	TN	37185	931/296-2434	****
J575059	AJS Associates, a KY General Partnership	803 Hwy.76	White House	TN	37188	615/285-0444	*
J718067	JRN, Inc.	1248 Dinah Shore Boulevard	Winchester	TN	37398	931/967-1537	
C975031	DBKB, LLC	1301 North Judge Ely Blvd.	Abilene	TX	79601	325/676-8280	
C975108	DBKB, LLC	4335 S. 1st Street	Abilene	TX	79605	325/734-8492	
G135943	FQSR, LLC (dba KBP Foods)	203 W Main Avenue	Alton	TX	78573	956/833-2977	

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F172019	Alvin Food Corporation, Inc.	1623 S. Gordon Drive	Alvin	TX	77511	281/331-6612	
C975072	Notyep, LLC	1510 S. Ross Street	Amarillo	TX	79102	806/373-8847	
C975030	Notyep, LLC	316 E. Amarillo Blvd.	Amarillo	TX	79107	806/374-5698	
C975026	Notyep, LLC	6100 SW 34th Avenue	Amarillo	TX	79109	806/359-9711	
K071002	Anna KT, LLC	2605 West White Street	Anna	TX	75409	972/924-3124	****
D212161	PWR Foods LLC	1811 Antonio Street	Anthony	TX	79821	915/886-3420	****
J625038	Ampex Brands, LLC	700 W. Abram Street	Arlington	TX	76013	817/274-3443	**
G135736	FQSR, LLC (dba KBP Foods)	801 E. Tyler St.	Athens	TX	75751	903/904-0237	
G135506	FQSR, LLC (dba KBP Foods)	13435 US Hwy 183 North	Austin	TX	78750	512/996-9903	
G135502	FQSR, LLC (dba KBP Foods)	14824 N I H 35, Suite D	Austin	TX	78728	512/252-7318	
G135505	FQSR, LLC (dba KBP Foods)	1700 W Parmer Lane	Austin	TX	78727	512/821-3624	
G135503	FQSR, LLC (dba KBP Foods)	2224 E Riverside Drive	Austin	TX	78741	512/326-2133	
G135525	FQSR, LLC (dba KBP Foods)	5607 N. Lamar Blvd.	Austin	TX	78751	512/323-6970	
G135500	FQSR, LLC (dba KBP Foods)	7206 Ed Bluestein Blvd	Austin	TX	78723	512/926-9498	
G135501	FQSR, LLC (dba KBP Foods)	801 E William Cannon Dr, Suite 401	Austin	TX	78745	512/445-2343	
G135469	FQSR, LLC (dba KBP Foods)	637 Boyd Road	Azle	TX	76020	817/444-5035	**
G135668	FQSR, LLC (dba KBP Foods)	901 State Highway 95	Bastrop	TX	78602	512/308-0656	
G135520	FQSR, LLC (dba KBP Foods)	4006 Garth Rd	Baytown	TX	77521	832/556-1755	
C521030	Emerge! Properties Fulshear, LLC	3930 Eastex Fwy	Beaumont	TX	77703	409/245-9898	
C521011	Delect Foods, LLC	8090 College Street	Beaumont	TX	77707	409/866-4321	
J417009	Ro Foods, Inc.	1505 Brown Trail	Bedford	TX	76022	817/282-0845	****
J417011	Ro Foods, Inc.	3116 Harwood Road	Bedford	TX	76021	817/545-4599	
F172017	Beeville Food Corp Inc	200 E. Houston Street	Beeville	TX	78102	361/358-7222	
D212159	AWR Foods LLC	1711 Gregg Street	Big Spring	TX	79720	432/271-3779	
C975028	Notyep, LLC	1124 W. Wilson Street	Borger	TX	79007	806/273-6540	
C521031	Emerge! Properties Fulshear, LLC	785 Texas Avenue	Bridge City	TX	77611	409/217-5167	
H160028	West Texas Foods, LLC	509 Lubbock Road	Brownfield	TX	79316	806/637-3158	**
G135232	FQSR, LLC (dba KBP Foods)	2701 Boca Chica Boulevard	Brownsville	TX	78521	956/548-2295	
G135239	FQSR, LLC (dba KBP Foods)	3565 W. Alton Gloor Blvd.	Brownsville	TX	78520	956/350-4411	
G135465	FQSR, LLC (dba KBP Foods)	1013 N. Fisk Avenue	Brownwood	TX	76801	325/646-6433	
F172022	Brazos Fast Food Corporation, Inc.	3321 Texas Avenue	Bryan	TX	77802	979/846-3238	
G135633	FQSR, LLC (dba KBP Foods)	720 Old San Antonio Road	Buda	TX	78610	512/295-7121	**
J417003	Rayan RE National Corporation	2636 Midway Rd	Carrollton	TX	75006	972/388-3904	
G135694	FQSR, LLC (dba KBP Foods)	216 FM 1382	Cedar Hill	TX	75104	972/293-1518	
G135498	FQSR, LLC (dba KBP Foods)	1040 N Bell Blvd	Cedar Park	TX	78613	512/259-0069	

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J625273	Ampex Brands of Cleburne, Inc.	1410 West Henderson Street	Cleburne	TX	76033	682/916-0167	
C521032	Delect Foods, LLC	101 Dixie Dr	Clute	TX	77531	979/341-9010	
F172021	Brazos Station Food Corporation, Inc.	2501 Texas Avenue	College Station	TX	77840	979/693-2331	
G135225	FQSR, LLC (dba KBP Foods)	1424 Loop 336, W.	Conroe	TX	77304	936/760-3999	
G135221	FQSR, LLC (dba KBP Foods)	2303 East Highway 190	Copperas Cove	TX	76522	254/547-4066	
D212152	IWR Foods LLC	11153 Leopard Street	Corpus Christi	TX	78410	361/520-4774	**
D212151	JWR Foods LLC	2111 S. Staples Street	Corpus Christi	TX	78404	361/360-3205	
D212155	KWR Foods LLC	5633 Saratoga Boulevard	Corpus Christi	TX	78414	361/288-1791	
G135650	FQSR, LLC (dba KBP Foods)	700 W. 7th Avenue	Corsicana	TX	75110	430/236-1072	
035717	Mas Restaurant Group, LLC	13230 Grant Road	Cypress	TX	77429	281/257-9924	****
C240001	CA Foods, LLC	26251 Northwest Freeway	Cypress	TX	77429	281/256-3425	
G135476	FQSR, LLC (dba KBP Foods)	2802 E. Ledbetter Dr.	Dallas	TX	75216	214/371-9028	****
J625033	Ampex Brands, LLC	6130 E. Mockingbird Ln.	Dallas	TX	75214	214/824-2199	**
G135231	FQSR, LLC (dba KBP Foods)	1410 Veterans Boulevard	Del Rio	TX	78840	830/775-9745	
J417004	Rayan RE National Corporation	1516 Teasley Ln.	Denton	TX	76205	940/243-8425	
G135474	FQSR, LLC (dba KBP Foods)	915 S. I-35	Desoto	TX	75115	972/224-6042	
F172020	Dickinson Food Corporation, Inc.	114 FM 517 Road, W.	Dickinson	TX	77539	281/337-3594	
C975006	KB Enterprises, LLC	1523 Dumas Avenue	Dumas	TX	79029	806/935-4663	
G135699	FQSR, LLC (dba KBP Foods)	243 South Cedar Ridge Drive	Duncanville	TX	75116	972/296-6277	
G135233	FQSR, LLC (dba KBP Foods)	1993 Garrison	Eagle Pass	TX	78852	830/757-5445	
G135229	FQSR, LLC (dba KBP Foods)	2411 South Highway 281	Edinburg	TX	78539	956/383-7342	
D212033	TAL Foods, LLC	11330 Montwood Drive	El Paso	TX	79936	915/857-5723	
D212135	Tanweer Ahmed	12260 Eastlake Blvd.	El Paso	TX	79928	915/881-9530	
D212136	Tanweer Ahmed	1656 Cimarron Emporium	El Paso	TX	79912	915/201-3787	
D212141	WER Foods LLC	334 North Zaragoza Road	El Paso	TX	79907	915/344-7215	
D212128	SAR Foods, LLC	3490 Joe Battle Blvd.	El Paso	TX	79938	915/247-0431	
D212030	REH Foods, LLC	3601 Gateway Blvd W	El Paso	TX	79903	915/760-8232	
D212029	WAQ Foods, LLC	7940 N Mesa St	El Paso	TX	79932	915/564-5127	
D212036	SHA Foods, LLC	9418 Dyer Street	El Paso	TX	79924	915/228-2669	
G135667	FQSR, LLC (dba KBP Foods)	18619 Highway 290	Elgin	TX	78621	512/285-4165	**
G135740	FQSR, LLC (dba KBP Foods)	505 E. Edinburg Ave.	Elsa	TX	78543	956/255-2386	
G135598	FQSR, LLC (dba KBP Foods)	100 N. Kaufman Street	Ennis	TX	75119	972/875-8024	
J417010	Ro Foods, Inc.	200 W. Euless Blvd	Euless	TX	76040	817/354-3073	
D212158	DWR Foods, LLC	1304 N. U.S. Highway 285	Fort Stockton	TX	79735	432/299-0634	
G135470	FQSR, LLC (dba KBP Foods)	2251 Jacksboro Highway	Fort Worth	TX	76114	817/626-0614	

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J625026	Ampex Brands, LLC	3132 Mansfield Hwy	Fort Worth	TX	76119	817/531-2311	
J625013	Ampex Brands, LLC	3620 Altamesa Blvd	Fort Worth	TX	76133	817/422-5805	
G135466	FQSR, LLC (dba KBP Foods)	6251 Hulen Bend Boulevard	Fort Worth	TX	76132	817/370-1946	
G135467	FQSR, LLC (dba KBP Foods)	6730 Bridge Street	Fort Worth	TX	76112	817/457-0635	
C521008	Delect Foods, LLC	222 E. Parkwood Avenue	Friendswood	TX	77546	281/992-3735	
F172012	Steward Food Co. LLC	2227 61st Street	Galveston	TX	77551	409/740-3416	
D113001	Madinah Food LLC	2801 Broadway St.	Galveston	TX	77550	409/762-5933	
G135702	FQSR, LLC (dba KBP Foods)	1430 W. Buckingham Rd.	Garland	TX	75042	972/272-0738	
G135698	FQSR, LLC (dba KBP Foods)	500 W. Morrow	Georgetown	TX	78626	512/868-9333	
G135468	FQSR, LLC (dba KBP Foods)	2201 E. Highway 377	Granbury	TX	76049	817/579-0458	
G135697	FQSR, LLC (dba KBP Foods)	2559 Sara Jane Parkway	Grand Prairie	TX	75052	972/623-0041	
G135701	FQSR, LLC (dba KBP Foods)	301 East Highway 303	Grand Prairie	TX	75051	972/263-7318	
G135209	FQSR, LLC (dba KBP Foods)	6010 Wesley	Greenville	TX	75402	903/455-0505	
G135242	FQSR, LLC (dba KBP Foods)	516 E. FM 2410 Road	Harker Heights	TX	76548	254/953-1955	
G135211	FQSR, LLC (dba KBP Foods)	201 South 77 Sunshine Strip	Harlingen	TX	78550	956/425-5392	
E003028	DDO1-Texas, LLC	12474 Bandera Road	Helotes	TX	78023	210/695-8450	
C750115	Argonaut Food Partners, LLC	741 West First	Hereford	TX	79045	806/364-6131	
G135738	FQSR, LLC (dba KBP Foods)	615 N. Hewitt Dr. & Panther Way	Hewitt	TX	76643	254/304-7710	
J417005	Rayan RE National Corporation	2170 FM 407	Highland Village	TX	75077	972/317-1766	****
G135513	FQSR, LLC (dba KBP Foods)	10535 Gulf Freeway	Houston	TX	77034	713/941-3090	
G135493	FQSR, LLC (dba KBP Foods)	10934 Cypress Creek Pkwy	Houston	TX	77070	281/469-9230	
G135514	FQSR, LLC (dba KBP Foods)	11030 Louetta Road	Houston	TX	77070	281/376-3099	
G135508	FQSR, LLC (dba KBP Foods)	11791 S. Sam Houston Parkway East	Houston	TX	77089	281/481-6455	
G135517	FQSR, LLC (dba KBP Foods)	12499 Westheimer Rd.	Houston	TX	77077	281/493-5888	
C521022	Delect Foods, LLC	1300 Gulfgate Center Mall	Houston	TX	77087	713/649-6869	****
G135515	FQSR, LLC (dba KBP Foods)	1423 Cypress Creek Pkwy	Houston	TX	77090	281/537-9193	
G135507	FQSR, LLC (dba KBP Foods)	1526 North Loop W	Houston	TX	77018	713/864-5660	
G135509	FQSR, LLC (dba KBP Foods)	15327 Wallisville Road	Houston	TX	77049	281/458-6952	
G135490	FQSR, LLC (dba KBP Foods)	1945 El Dorado Blvd	Houston	TX	77062	281/488-8532	
C521016	Delect Foods, LLC	19740 Saums Road	Houston	TX	77084	281/829-3284	
G135510	FQSR, LLC (dba KBP Foods)	2767 Gessner Drive	Houston	TX	77080	713/690-9709	
D212017	SWF Foods, LLC	3619 Old Spanish Trail	Houston	TX	77021	346/250-3134	
G135522	FQSR, LLC (dba KBP Foods)	4044 W. Fuqua St.	Houston	TX	77045	713/433-4731	
D212016	Royal Partners, LLC	4317 Lockwood Drive	Houston	TX	77026	346/250-4525	****
G135518	FQSR, LLC (dba KBP Foods)	4435 Cypress Creek Pkwy #Q	Houston	TX	77068	281/583-7424	

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G135487	FQSR, LLC (dba KBP Foods)	5010 Aldine Mail Rd	Houston	TX	77039	281/449-5254	
D212020	SWF Foods, LLC	6050 Hillcroft Avenue	Houston	TX	77081	713/772-9980	
G135524	FQSR, LLC (dba KBP Foods)	611 W. Little York Road	Houston	TX	77091	713/694-5992	
D212021	SWF Foods, LLC	6420 Westheimer Road	Houston	TX	77057	346-250-3214	
G135491	FQSR, LLC (dba KBP Foods)	6904 Highway 6 N	Houston	TX	77084	281/855-9967	
G135492	FQSR, LLC (dba KBP Foods)	7195 Hwy 6 South	Houston	TX	77083	281/530-5200	
G135523	FQSR, LLC (dba KBP Foods)	7750 W. Tidwell Rd.	Houston	TX	77040	713/462-2206	
C521024	Delect Foods, LLC	7904 Long Point Road	Houston	TX	77055	713/464-6067	****
C521017	Delect Foods, LLC	8787 Tidwell Rd	Houston	TX	77028	713/631-6348	
C521023	Delect Foods, LLC	9011 W Sam Houston Parkway N	Houston	TX	77064	281/890-2595	
C521025	Delect Foods, LLC	919 Federal Rd	Houston	TX	77015	713/453-2667	****
G135494	FQSR, LLC (dba KBP Foods)	9227 Cullen Blvd	Houston	TX	77051	713/734-8066	
G135496	FQSR, LLC (dba KBP Foods)	95 E Crosstimbers Street	Houston	TX	77022	713/694-6129	
D212019	SWF Foods, LLC	9510 Main Street	Houston	TX	77025	713/669-1515	
G135488	FQSR, LLC (dba KBP Foods)	3130 FM 1960 Rd. W	Humble	TX	77338	281/821-5213	
D098001	SRT Foods, LLC	9435 FM 1960 Road	Humble	TX	77338	281/713-4293	
J417007	Ro Foods, Inc.	777 NE Loop 820	Hurst	TX	76053	817/284-8885	
G135757	FQSR, LLC (dba KBP Foods)	1500 Knowles Drive	Hutto	TX	78634	512/759-6446	
J625051	Ampex Brands, LLC	1717 N. Story Rd.	Irving	TX	75061	972/746-4866	
G135222	FQSR, LLC (dba KBP Foods)	411 S. Jackson	Jacksonville	TX	75766	903/586-1341	
C521015	Delect Foods, LLC	908 S. Mason Road	Katy	TX	77450	281/392-3715	
G135215	FQSR, LLC (dba KBP Foods)	1912 East Veterans Memorial Boulevard	Killeen	TX	76541	254/699-7777	
G135599	FQSR, LLC (dba KBP Foods)	3408 West Stan Schlueter Loop	Killeen	TX	76549	254/781-0817	
F172016	Kingsville Food Corp Inc.	400 S. 14th Street	Kingsville	TX	78363	361/592-5055	
G135497	FQSR, LLC (dba KBP Foods)	1712 Kingwood Drive	Kingwood	TX	77339	281/358-1997	
G135666	FQSR, LLC (dba KBP Foods)	20925 Interstate Highway 35	Kyle	TX	78640	512/268-6316	**
C521013	Delect Foods, LLC	1450 Fairmont Parkway	La Porte	TX	77571	281/867-9343	
G135234	FQSR, LLC (dba KBP Foods)	1133 North Loop E340	Lacy Lakeview	TX	76705	254/867-9999	
G135212	FQSR, LLC (dba KBP Foods)	2319 Guadalupe	Laredo	TX	78043	956/723-0711	
G135391	FQSR, LLC (dba KBP Foods)	2602 S. Zapata Hwy.	Laredo	TX	78046	956/795-1851	
G135237	FQSR, LLC (dba KBP Foods)	7605 McPherson Drive	Laredo	TX	78041	956/712-2339	
C750191	Argonaut Food Partners, LLC	904 College Avenue	Levelland	TX	79336	806/894-7606	
J417001	Rayan National Corporation, Inc.	733 Hebron Parkway	Lewisville	TX	75057	972/315-8600	*
J007001	Jessie L. Mickle	2801 Eldorado Pwky E.	Little Elm	TX	75068	214/705-1841	**
E003031	DDO1-Texas, LLC	1908 S. Colorado Street	Lockhart	TX	78644	512/668-3000	

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G135755	FQSR, LLC (dba KBP Foods)	2407 Judson Road	Longview	TX	75605	430/201-5375	
C750193	Argonaut Food Partners, LLC	1208 50th Street	Lubbock	TX	79412	806/747-5656	
C750194	Argonaut Food Partners, LLC	215 University Avenue	Lubbock	TX	79415	806/686-2923	
C750197	Argonaut Food Partners, LLC	6411 19th Street	Lubbock	TX	79407	806/785-0400	
C750198	Argonaut Food Partners, LLC	7823 Slide Road	Lubbock	TX	79424	806/794-7655	
D212125	HDS Foods, LLC	205 S. Timberland Drive	Lufkin	TX	75901	409/219-1403	
D212015	KTM Foods, LLC	17725 FM 1488 Road	Magnolia	TX	77354	281/259-8133	****
G135695	FQSR, LLC (dba KBP Foods)	1701 North Highway 157	Mansfield	TX	76063	817/477-4217	
G135857	FQSR, LLC (dba KBP Foods)	1601 Ollie Lane	Marble Falls	TX	78654	830/798-2532	**
G135226	FQSR, LLC (dba KBP Foods)	700 East End Boulevard, South	Marshall	TX	75670	903/938-2727	
G135230	FQSR, LLC (dba KBP Foods)	707 Nolana	McAllen	TX	78504	956/630-1577	
D212148	EWR Foods LLC	1814 N. Midland Drive	Midland	TX	79707	432/789-1522	****
D212150	HWR Foods LLC	4727 N. Midkiff Drive	Midland	TX	79705	432/789-1521	****
G135739	FQSR, LLC (dba KBP Foods)	600 Silken Crossing	Midlothian	TX	76065	469/672-1000	
G135220	FQSR, LLC (dba KBP Foods)	901 East Highway 83	Mission	TX	78572	956/585-7922	
G135516	FQSR, LLC (dba KBP Foods)	2210 Texas Parkway	Missouri City	TX	77489	281/403-9162	
G135402	FQSR, LLC (dba KBP Foods)	1001 South Jefferson	Mount Pleasant	TX	75455	903/572-2086	
G135856	FQSR, LLC (dba KBP Foods)	3007 North Street	Nacogdoches	TX	75965	936/564-3855	
G135401	FQSR, LLC (dba KBP Foods)	705 N. McCoy Boulevard	New Boston	TX	75570	903/628-0741	****
E003030	DDO1-Texas, LLC	240 FM 306	New Braunfels	TX	78130	830/632-3503	
J417008	Ro Foods, Inc.	5651 Rufe Snow Dr.	North Richland Hills	TX	76180	817/281-2197	
D212149	GWR Foods LLC	1520 John Ben Shepperd Parkway	Odessa	TX	79761	432/362-0036	
D212154	FWR Foods LLC	1713 N. County Road, W.	Odessa	TX	79763	432/614-0874	****
C975029	Notyep, LLC	2201 N. Hobart Street	Pampa	TX	79065	806/665-2766	
G135519	FQSR, LLC (dba KBP Foods)	5449 Fairmont Pkwy	Pasadena	TX	77505	281/991-8939	
G135511	FQSR, LLC (dba KBP Foods)	6839 Spencer Highway	Pasadena	TX	77505	281/487-3412	
G135485	FQSR, LLC (dba KBP Foods)	802 W Southmore Ave	Pasadena	TX	77502	713/475-2568	
C521021	Delect Foods, LLC	10034 Broadway Street	Pearland	TX	77584	713/436-5311	****
G135672	FQSR, LLC (dba KBP Foods)	2002 Main St., Building 2	Pearland	TX	77581	346/410-0610	
D212146	AWR Foods LLC	5102 S. Cedar Street	Pecos	TX	79772	432/447-0886	
G135238	FQSR, LLC (dba KBP Foods)	904 E. Business Highway 83	Pharr	TX	78577	956/781-4380	
C750195	Argonaut Food Partners, LLC	1900 W. Fifth & Raleigh	Plainview	TX	79072	806/429-0331	
J625020	Ampex Brands, LLC	1504 Custer Rd	Plano	TX	75075	972/509-4869	
J625039	Ampex Brands, LLC	6301 Coit Road	Plano	TX	75024	972/769-0664	
C521014	Delect Foods, LLC	3650 Highway 365	Port Arthur	TX	77642	409/729-1680	

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D212157	LWR Foods LLC	2020 Hwy 181	Portland	TX	78374	361/643-3000	**
G135754	FQSR, LLC (dba KBP Foods)	143 East Ovilla Rd.	Red Oak	TX	75154	469/225-0273	
J625024	Ampex Brands, LLC	1776 E Belt Line Rd	Richardson	TX	75081	972/234-1717	
C521027	Emerge! Properties Fulshear, LLC	26636 FM 1093 W	Richmond	TX	77406	346/338-0655	
G135240	FQSR, LLC (dba KBP Foods)	4580 East Highway 83	Rio Grande City	TX	78582	956/488-9444	**
C521009	Delect Foods, LLC	3620 Avenue H	Rosenberg	TX	77471	281/342-2305	
035718	Mas Restaurant Group, LLC	3802 FM 762	Rosenberg	TX	77469	832/595-1734	****
G135499	FQSR, LLC (dba KBP Foods)	404 W Palm Valley Blvd	Round Rock	TX	78664	512/310-9554	
G135504	FQSR, LLC (dba KBP Foods)	641 Louis Henna Blvd	Round Rock	TX	78664	512/248-8871	
G135696	FQSR, LLC (dba KBP Foods)	3612 Highway 66	Rowlett	TX	75088	972/412-6070	
D212153	BWR Foods, LLC	1402 North Bryant Blvd.	San Angelo	TX	76903	325/266-0584	
D212147	CWR Foods, LLC	1801 S. Bryant Boulevard	San Angelo	TX	76903	325/617-5970	
E003034	DDO1-Texas, LLC	11719 Alamo Ranch Parkway	San Antonio	TX	78253	210/890-8050	
E003037	DDO1-Texas, LLC	11727 SE Loop 410	San Antonio	TX	78221	726/336-9272	
E003017	DDO1-Texas, LLC	12050 Blanco Road	San Antonio	TX	78216	210/591-0601	****
E003032	DDO1-Texas, LLC	12530 SW Loop 410	San Antonio	TX	78211	210/455-0375	
E003018	DDO1-Texas, LLC	14076 Nacogdoches Road	San Antonio	TX	78247	210/653-8814	****
E003012	DDO1-Texas, LLC	2110 Goliad Rd	San Antonio	TX	78223	210/591-0699	****
E003023	DDO1-Texas, LLC	2510 S.W. Military Drive	San Antonio	TX	78224	210/998-2023	
E003013	DDO1-Texas, LLC	2907 Thousand Oaks Drive	San Antonio	TX	78247	210/591-0621	****
E003040	DDO1-Texas, LLC	3239 Wurzbach Rd	San Antonio	TX	78238	726/208-2560	
E003020	DDO1-Texas, LLC	4711 W. Commerce St.	San Antonio	TX	78237	210/251-2501	
E003005	DDO1-Texas, LLC	5109 Walzem Road	San Antonio	TX	78218	210/591-0612	
E003008	DDO1-Texas, LLC	5211 De Zavala	San Antonio	TX	78249	210/591-0696	
E003011	DDO1-Texas, LLC	5315 Rigsby Avenue	San Antonio	TX	78222	210/648-0352	****
E003009	DDO1-Texas, LLC	6635 FM 78	San Antonio	TX	78244	210/251-2973	****
E003004	DDO1-Texas, LLC	6807 Military Drive, W.	San Antonio	TX	78227	210/591-0650	
E003016	DDO1-Texas, LLC	7009 San Pedro Avenue	San Antonio	TX	78216	210/591-0679	****
E003041	DDO1-Texas, LLC	738 Seguin St	San Antonio	TX	78208	210/236-1042	
E003021	DDO1-Texas, LLC	8270 Marbach Rd.	San Antonio	TX	78227	210/670-8694	
E003022	DDO1-Texas, LLC	8280 Bandera Rd.	San Antonio	TX	78250	210/591-0656	
E003019	DDO1-Texas, LLC	8510 Fredericksburg Rd.	San Antonio	TX	78229	210/591-0651	
E003035	DDO1-Texas, LLC	8827 SW Loop 410	San Antonio	TX	78252	726/208-2049	
E003006	DDO1-Texas, LLC	9160 Grissom Road	San Antonio	TX	78251	210/647-7324	
E003038	DDO1-Texas, LLC	9639 Potranco Rd	San Antonio	TX	78251	726/226-0162	

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G135235	FQSR, LLC (dba KBP Foods)	1120 S. Business 77	San Benito	TX	78586	956/399-2106	
E003027	DDO1-Texas, LLC	660 E. Hopkins Street	San Marcos	TX	78666	512/667-6127	
E003014	DDO1-Texas, LLC	17397 IH 35 North	Schertz	TX	78154	210/591-0623	****
C521010	Delect Foods, LLC	815 Highway 96, S.	Silsbee	TX	77656	409/385-4961	
G135217	FQSR, LLC (dba KBP Foods)	3201 Padre Boulevard	South Padre Island	TX	78597	956/761-2392	
C240002	AC Foods, LLC	14709 US Highway 59	Splendor	TX	77372	832/543-8889	
D212025	SSK Foods, LLC	2058 FM 2920	Spring	TX	77388	281/907-0427	**
G135512	FQSR, LLC (dba KBP Foods)	12570 Southwest Freeway	Stafford	TX	77477	281/277-3322	
G135495	FQSR, LLC (dba KBP Foods)	3501 Highway 6	Sugar Land	TX	77478	281/265-6665	
G135227	FQSR, LLC (dba KBP Foods)	10 South 31st Street	Temple	TX	76504	254/778-3451	
G135395	FQSR, LLC (dba KBP Foods)	2839 New Boston Road	Texarkana	TX	75501	903/832-6511	
F172014	A & S Texas City Food Corporation, Inc.	3013 Palmer Highway	Texas City	TX	77590	409/945-3424	
G135489	FQSR, LLC (dba KBP Foods)	630 Sawdust Rd	The Woodlands	TX	77380	281/363-3922	
G135224	FQSR, LLC (dba KBP Foods)	3630 Troup Highway	Tyler	TX	75703	903/534-0133	
G135236	FQSR, LLC (dba KBP Foods)	6901 South Broadway	Tyler	TX	75703	903/534-7024	
E003003	DDO1-Texas, LLC	213 Pat Booker Rd	Universal City	TX	78148	210/591-0708	****
G135665	FQSR, LLC (dba KBP Foods)	2221 East Main Street	Uvalde	TX	78801	830/275-4397	
F172018	Victoria Food Corp Inc.	1010 E. Rio Grande	Victoria	TX	77901	361/573-6111	
G135216	FQSR, LLC (dba KBP Foods)	1030 N. Valley Mills Road	Waco	TX	76710	254/772-0131	
G135475	FQSR, LLC (dba KBP Foods)	1209 N. Highway 77	Waxahachie	TX	75165	972/938-0885	
G135649	FQSR, LLC (dba KBP Foods)	104 Cleburne Ave	Weatherford	TX	76086	682/803-0803	
G135213	FQSR, LLC (dba KBP Foods)	421 West Business Highway 83	Weslaco	TX	78596	956/968-3322	
C521029	Emerge! Properties Fulshear, LLC	2207 West Mac Arthur Drive	West Orange	TX	77630	409/248-4400	
G135884	FQSR, LLC (dba KBP Foods)	2011 S Las Vegas Trail	White Settlement	TX	76108	682/882-3147	
J417006	Rayan RM National Corporation	2810 Central Freeway	Wichita Falls	TX	76306	940/851-0900	****
G135700	FQSR, LLC (dba KBP Foods)	413 South Hwy. 78	Wylie	TX	75098	972/442-9759	
K071152	MITRA QSR KNE, LLC	5890 Kingstowne Center, #160	Alexandria	VA	22315	703/921-9301	****
K071145	MITRA QSR KNE, LLC	6227 Little River Turnpike	Alexandria	VA	22312	703/256-8898	
K071119	MITRA QSR KNE, LLC	7521 Richmond Hwy	Alexandria	VA	22306	703/765-2294	
K071150	MITRA QSR KNE, LLC	7450 Little River Turnpike	Annandale	VA	22003	703/256-2086	****
K071118	MITRA QSR KNE, LLC	4901 Lee Hwy	Arlington	VA	22207	703/528-6878	
K071148	MITRA QSR KNE, LLC	43951 Farmwell Hunt Plaza	Ashburn	VA	20147	703/723-8801	****
G135151	FQSR, LLC (dba KBP Foods)	806-A England St.	Ashland	VA	23005	804/752-2408	**
K071146	MITRA QSR KNE, LLC	5711 Columbia Pike	Baileys Crossroads	VA	22041	703/578-1710	
G135931	FQSR, LLC (dba KBP Foods)	882 E. Main Street	Bedford	VA	24523	540/586-3377	

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J718125	JRN, Inc.	606 Wood Avenue W	Big Stone Gap	VA	24219	276/523-0353	
J718120	JRN, Inc.	2037 Lee Highway	Bristol	VA	24201	276/466-9211	
K071151	MITRA QSR KNE, LLC	9402 Old Burke Lake Rd.	Burke	VA	22015	703/764-8882	****
L518146	Tasty Chick'n Southeast, LLC	1705 N. Emmet Street	Charlottesville	VA	22901	434/295-5158	
G135122	FQSR, LLC (dba KBP Foods)	139 Battlefield Blvd. S	Chesapeake	VA	23322	757/482-2088	****
G135127	FQSR, LLC (dba KBP Foods)	2212 S. Military Hwy.	Chesapeake	VA	23320	757/543-1939	****
G135160	FQSR, LLC (dba KBP Foods)	3148 Western Branch Blvd.	Chesapeake	VA	23321	757/484-1429	
C324005	P2 Restaurants Inc.	10310 Iron Bridge Road	Chesterfield	VA	23832	804/796-9314	
G135932	FQSR, LLC (dba KBP Foods)	200 Peppers Ferry Road, N.E.	Christiansburg	VA	24073	540/382-8957	
G135933	FQSR, LLC (dba KBP Foods)	3500 Virginia Avenue	Collinsville	VA	24078	276/647-8455	
C324002	P2 Restaurants Inc.	1620 Boulevard	Colonial Heights	VA	23834	804/526-2244	
G135930	FQSR, LLC (dba KBP Foods)	810 South Craig Avenue	Covington	VA	24426	540/962-3344	
K071106	MITRA QSR KNE, LLC	1106 S Main St.	Culpeper	VA	22701	540/825-2500	
G135927	FQSR, LLC (dba KBP Foods)	604 Memorial Drive	Danville	VA	24541	434/792-2440	
G135928	FQSR, LLC (dba KBP Foods)	762 Piney Forest Road	Danville	VA	24540	434/797-2623	
K071113	MITRA QSR KNE, LLC	17450 Jefferson Davis Hwy	Dumfries	VA	22026	703/221-4090	
L518163	Tasty Chick'n Southeast, LLC	107 Cloverleaf Drive	Emporia	VA	23847	434/634-3122	****
G135926	FQSR, LLC (dba KBP Foods)	2005 S Main St	Farmville	VA	23901	434/392-5656	
L518158	Tasty Chick'n Southeast, LLC	1290 Armory Drive	Franklin	VA	23851	757/569-9105	****
L518147	Tasty Chick'n Southeast, LLC	10243 Patriot Hwy	Fredericksburg	VA	22407	540/898-7487	
L518161	Tasty Chick'n Southeast, LLC	302 Hanson Avenue	Fredericksburg	VA	22401	540/373-0130	
D295001	Kentucky Fried Chicken of Front Royal, Inc.	807 John Marshall Highway	Front Royal	VA	22630	540/635-7119	
K071147	MITRA QSR KNE, LLC	7600 Linton Hall Road	Gainesville	VA	20155	703/753-6552	
L087002	PEAK MANAGEMENT, LLC	1122 E. Stuart Drive	Galax	VA	24333	276/236-8002	
L518154	Tasty Chick'n Southeast, LLC	6975 George Washington Mem. Hwy.	Gloucester	VA	23061	804/693-9482	
G135126	FQSR, LLC (dba KBP Foods)	1101 W. Pembroke Ave.	Hampton	VA	23661	757/722-0182	****
G135124	FQSR, LLC (dba KBP Foods)	1603 E. Pembroke Ave.	Hampton	VA	23663	757/723-3756	****
G135143	FQSR, LLC (dba KBP Foods)	207 W. Mercury Blvd.	Hampton	VA	23669	757/723-6489	
G135627	FQSR, LLC (dba KBP Foods)	2160 John Wayland Highway	Harrisonburg	VA	22801	540/432-6368	
G135626	FQSR, LLC (dba KBP Foods)	891 Cantrell Avenue	Harrisonburg	VA	22801	540/433-8464	
C324003	P2 Restaurants Inc.	3011 Oaklawn Boulevard	Hopewell	VA	23860	804/458-1678	
020974	BurgerBusters Inc.	5400 James Madison Parkway	King George	VA	22485	540/644-8400	****
J718256	JRN, Inc.	23 Elliott Street	Lebanon	VA	24266	276/889-2542	
L518148	Tasty Chick'n Southeast, LLC	100 Walker Street	Lexington	VA	24450	540/463-9622	
L518168	Tasty Chick'n Southeast, LLC	20250 Timberlake Road	Lynchburg	VA	24502	434/237-2758	

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L518153	Tasty Chick'n Southeast, LLC	2301 Wards Road	Lynchburg	VA	24502	434/239-5278	
L518169	Tasty Chick'n Southeast, LLC	117 Lakeview Drive, Seminole Shopping Center	Madison Heights	VA	24572	434/845-9283	
K071142	MITRA QSR KNE, LLC	10036 Dumfries Rd	Manassas	VA	20110	703/392-1266	****
K071108	MITRA QSR KNE, LLC	7789 Sudley Road	Manassas	VA	20109	703/361-1211	
J718244	JRN, Inc.	798 N. Main Street	Marion	VA	24354	276/783-2331	****
G135935	FQSR, LLC (dba KBP Foods)	18 Tensbury Drive	Martinsville	VA	24112	276/638-2963	
G135146	FQSR, LLC (dba KBP Foods)	7091 Mechanicsville Turnpike	Mechanicsville	VA	23111	804/730-4967	
G135149	FQSR, LLC (dba KBP Foods)	10151 Hull Street Road	Midlothian	VA	23112	804/276-4201	
G135131	FQSR, LLC (dba KBP Foods)	12104 Jefferson Ave.	Newport News	VA	23602	757/249-1610	
G135130	FQSR, LLC (dba KBP Foods)	12630 Warwick Blvd.	Newport News	VA	23606	757/930-4432	****
G135133	FQSR, LLC (dba KBP Foods)	15496 Warwick Blvd.	Newport News	VA	23608	757/887-1477	
G135135	FQSR, LLC (dba KBP Foods)	5010 Mercury Blvd.	Newport News	VA	23605	757/827-3246	
G135164	FQSR, LLC (dba KBP Foods)	746 J Clyde Morris Blvd.	Newport News	VA	23601	757/599-9685	****
G135153	FQSR, LLC (dba KBP Foods)	1263 N. Military Highway	Norfolk	VA	23502	757/892-6310	
G135132	FQSR, LLC (dba KBP Foods)	1716 Monticello Ave.	Norfolk	VA	23517	757/622-4811	
G135136	FQSR, LLC (dba KBP Foods)	199 W. Ocean View Ave.	Norfolk	VA	23503	757/588-8604	****
G135159	FQSR, LLC (dba KBP Foods)	3690 Sewells Point Road	Norfolk	VA	23513	757/853-3221	****
037921	Hut Carolinas LLC	546 1/2 E. Riverside Drive	North Tazewell	VA	24630	276/988-7901	***
G135156	FQSR, LLC (dba KBP Foods)	320 Madison Road	Orange	VA	22960	540/661-3576	**
C324006	P2 Restaurants Inc.	3335A S. Crater Road	Petersburg	VA	23805	804/732-2145	
C324007	P2 Restaurants Inc.	5420 Boydton Plank Road	Petersburg	VA	23803	804/861-4065	
G135123	FQSR, LLC (dba KBP Foods)	2800 Airline Blvd.	Portsmouth	VA	23701	757/488-9523	
G135155	FQSR, LLC (dba KBP Foods)	440 Chestnut Street	Portsmouth	VA	23704	757/393-2752	
G135152	FQSR, LLC (dba KBP Foods)	5004 George Washington Hwy.	Portsmouth	VA	23702	757/487-0742	****
C324001	P2 Restaurants Inc.	1793A Southcreek One	Powhatan	VA	23139	804/794-8226	****
G135929	FQSR, LLC (dba KBP Foods)	1991 Memorial Drive	Pulaski	VA	24301	540/994-0275	****
G135148	FQSR, LLC (dba KBP Foods)	1006 Azalea Ave.	Richmond	VA	23227	804/266-3136	
G135165	FQSR, LLC (dba KBP Foods)	3800 Mechanicsville Turnpike	Richmond	VA	23223	804/321-0702	
G135147	FQSR, LLC (dba KBP Foods)	401 E. Belt Blvd.	Richmond	VA	23224	804/231-9373	
G135145	FQSR, LLC (dba KBP Foods)	4504 Jefferson Davis Hwy.	Richmond	VA	23234	804/275-8354	****
G135150	FQSR, LLC (dba KBP Foods)	4821 Williamsburg Rd.	Richmond	VA	23231	804/226-2143	
G135141	FQSR, LLC (dba KBP Foods)	9000 W. Broad St.	Richmond	VA	23294	804/346-8304	
G135142	FQSR, LLC (dba KBP Foods)	9300 Midlothian Turnpike	Richmond	VA	23235	804/272-8055	
L518152	Tasty Chick'n Southeast, LLC	3401 Orange Avenue	Roanoke	VA	24012	540/344-8826	
L518160	Tasty Chick'n Southeast, LLC	4057 Electric Road	Roanoke	VA	24018	540/774-1722	

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L518144	Tasty Chick'n Southeast, LLC	5209 Williamson Road	Roanoke	VA	24012	540/362-3187	
L087001	PEAKOPERATIONS, LLC	1775 North Main St.	Rocky Mount	VA	24151	540/483-1938	
039735	Charter Central, LLC	8726 Seminole Trail	Ruckersville	VA	22968	434/985-2232	****
L518162	Tasty Chick'n Southeast, LLC	1800 West Main Street	Salem	VA	24153	540/375-9188	
G135937	FQSR, LLC (dba KBP Foods)	1222 Wilborn Avenue	South Boston	VA	24592	434/575-7095	
029401	Luihn VantEdge Partners, LLC	703 E. Atlantic	South Hill	VA	23970	434/447-2611	****
L518143	Tasty Chick'n Southeast, LLC	2838 Jefferson Davis Highway	Stafford	VA	22554	540/659-6106	
G135628	FQSR, LLC (dba KBP Foods)	1022 Richmond Avenue	Staunton	VA	24401	540/885-4090	
019680	BurgerBusters Inc.	113 Town Run Lane	Stephens City	VA	22655	540/869-4110	****
K071153	MITRA QSR KNE, LLC	22300 S. Sterling Blvd.	Sterling	VA	20164	703/421-3640	
K071149	MITRA QSR KNE, LLC	45960 Denizen Plaza Road	Sterling	VA	20165	703/450-7808	****
L518149	Tasty Chick'n Southeast, LLC	915 N. Main	Suffolk	VA	23434	757/934-8606	
G135138	FQSR, LLC (dba KBP Foods)	1658 Tappahannock Blvd.	Tappahannock	VA	22560	804/443-3912	****
L518145	Tasty Chick'n Southeast, LLC	713 Hardy Road	Vinton	VA	24179	540/343-8729	
G135129	FQSR, LLC (dba KBP Foods)	1300 Fordham Dr.	Virginia Beach	VA	23464	757/424-7972	
G135134	FQSR, LLC (dba KBP Foods)	1660 General Booth Blvd.	Virginia Beach	VA	23454	757/721-4343	
G135154	FQSR, LLC (dba KBP Foods)	2072 S. Independence Blvd.	Virginia Beach	VA	23453	757/416-9230	
G135137	FQSR, LLC (dba KBP Foods)	3381 Virginia Beach Blvd.	Virginia Beach	VA	23452	757/463-8246	
G135128	FQSR, LLC (dba KBP Foods)	4253 Holland Rd.	Virginia Beach	VA	23452	757/495-8343	
G135121	FQSR, LLC (dba KBP Foods)	6544 Indian River Rd.	Virginia Beach	VA	23464	757/420-9516	****
K071107	MITRA QSR KNE, LLC	200 Broadview Ave	Warrenton	VA	20186	540/347-3900	**
L518155	Tasty Chick'n Southeast, LLC	2015 Rosser Avenue	Waynesboro	VA	22980	540/942-1329	
L518157	Tasty Chick'n Southeast, LLC	1545 Richmond Road	Williamsburg	VA	23185	757/229-7212	
G135734	FQSR, LLC (dba KBP Foods)	1042 Berryville Avenue	Winchester	VA	22601	540/667-0212	
G135735	FQSR, LLC (dba KBP Foods)	885 Fox Drive	Winchester	VA	22603	540/667-9930	
J718126	JRN, Inc.	#4 Ridgeview Center	Wise	VA	24293	276/679-4151	
K071109	MITRA QSR KNE, LLC	1307 Devils Reach Rd.	Woodbridge	VA	22192	703/490-5883	
K071111	MITRA QSR KNE, LLC	13565 Minnieville Rd.	Woodbridge	VA	22192	703/680-1462	
D295002	Easter Food Systems, Inc.	321 W. Reservoir Rd.	Woodstock	VA	22664	540/459-2066	
J718258	JRN, Inc.	150 Commonwealth Drive	Wytheville	VA	24382	276/228-7321	****
C029046	Franchise Management Investors US, LLC	100 Northside Drive	Bennington	VT	05201	802/447-8230	****
C029042	Franchise Management Investors US, LLC	1129 US Route 302	Berlin	VT	05641	802/505-4031	
E685078	D.E. Foods, LLC	1007 Putney Road	Brattleboro	VT	05301	802/257-1446	****
C029041	Franchise Management Investors US, LLC	126 Pearl Street	Essex Junction	VT	05452	802/878-5300	
C029045	Franchise Management Investors US, LLC	153 S. Main St	Rutland	VT	05701	802/775-2300	

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C029043	Franchise Management Investors US, LLC	363 Swanton Road	Saint Albans Town	VT	05478	802/524-5400	****
C029044	Franchise Management Investors US, LLC	985 Memorial Drive	Saint Johnsbury	VT	05819	802/748-1900	****
C748042	Northwest Restaurants, Inc.	1110 East Wishkah Street	Aberdeen	WA	98520	360/533-5757	
C748050	Northwest Restaurants, Inc.	11921 W. Sunset Highway	Airway Heights	WA	99001	509/244-3026	*
C748038	Northwest Restaurants, Inc.	3433 169th Place N.E.	Arlington	WA	98223	360/658-8005	
E720396	Harman Management Corporation	1002 Auburn Way	Auburn	WA	98002	253/939-1090	
C748025	Northwest Restaurants, Inc.	12611 SE 38th St.	Bellevue	WA	98006	425/641-2949	
C748043	Northwest Restaurants, Inc.	1120 Barkley Boulevard	Bellingham	WA	98225	360/734-4550	*
E720388	Harman Management Corporation	20601 Highway 410	Bonney Lake	WA	98390	253/862-7040	*
E720394	Harman Management Corporation	15209 1st Ave. South	Burien	WA	98148	206/243-1600	
C748007	Northwest Restaurants, Inc.	619 West Main Street	Centralia	WA	98531	360/736-4881	*
C748053	Spokane Falls Restaurants, LLC	1520 N. Highway 395	Colville	WA	99114	509/684-2112	****
E720429	Harman Management Corporation	17425 SE 272nd St.	Covington	WA	98042	253/639-5860	****
E720417	Harman Management Corporation	25925 Pacific Highway South	Des Moines	WA	98198	253/941-2868	
C150002	Kentucky Fried Chicken of W.E.M., Inc.	410 Valley Mall Parkway	East Wenatchee	WA	98802	509/884-7139	****
D181007	Pacific Restaurants, Inc.	227 128th St. SW	Everett	WA	98204	425/347-0963	*
C748002	Northwest Restaurants, Inc.	2702 Broadway	Everett	WA	98201	425/252-2264	
C748005	Northwest Restaurants, Inc.	7407 Evergreen Way	Everett	WA	98203	425/353-6549	
E720404	Harman Management Corporation	2300 SW 336th St.	Federal Way	WA	98023	253/661-1126	
E720383	Harman Management Corporation	5121 Point Fosdick Drive	Gig Harbor	WA	98335	253/851-9666	
E720356	Harman Management Corporation	2631 West Kennewick Avenue	Kennewick	WA	99336	509/582-8811	*
E720384	Harman Management Corporation	901 North Columbia Center Boulevard	Kennewick	WA	99336	509/783-6712	****
E720484	Harman Management Corporation	10414 SE 260th Street	Kent	WA	98030	253/852-3603	
C748006	Northwest Restaurants, Inc.	4521 Lacey Boulevard	Lacey	WA	98503	360/491-7855	
C748051	Northwest Restaurants, Inc.	8030 Martin Way, E.	Lacey	WA	98516	360/455-7449	
C150010	KFC of Longview, LLC	920 Washington Way	Longview	WA	98632	360/425-4040	*
D181004	Pacific Restaurants, Inc.	4011 196th St. SW	Lynnwood	WA	98036	425/774-1130	
E720421	Harman Management Corporation	23848 225th St. S.E.	Maple Valley	WA	98038	425/413-1190	****
C748003	Northwest Restaurants, Inc.	1234 State Street	Marysville	WA	98270	360/659-0422	
C748009	Northwest Restaurants, Inc.	19619 State Highway 2	Monroe	WA	98272	360/805-9340	
C150003	Kentucky Fried Chicken of W.E.M., Inc.	411 East Third Avenue	Moses Lake	WA	98837	509/765-4333	*
C748001	Northwest Restaurants, Inc.	2003 Riverside Drive	Mount Vernon	WA	98273	360/424-7177	*
C150009	Kentucky Fried Chicken of W.E.M., Inc.	620 Omache Drive	Omak	WA	98841	509/826-4414	****
C750082	Argonaut Food Partners, LLC	5508 Northeast Gher Road	Orchards	WA	98662	360/254-0906	
E720476	Harman Management Corporation	2210 W. Court Street	Pasco	WA	99301	509/547-8825	*

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E143010	Orchard LLC	2001 East First Street	Port Angeles	WA	98362	360/457-7746	****
E143002	Orchard LLC	1310 Bay Street	Port Orchard	WA	98366	360/876-3669	
E720389	Harman Management Corporation	109 Merlot Drive	Prosser	WA	99350	509/786-5900	****
E720456	Harman Management Corporation	11418 Canyon Road East	Puyallup	WA	98373	253/536-6720	*
E720425	Harman Management Corporation	17514 Meridian East	Puyallup	WA	98374	253/840-9030	****
E720370	Harman Management Corporation	301 2nd Street NE	Puyallup	WA	98372	253/845-6676	
C748024	Northwest Restaurants, Inc.	15802 Bear Creek Parkway	Redmond	WA	98052	425/885-0400	
E720398	Harman Management Corporation	604 Rainier Ave. S.	Renton	WA	98055	425/255-2160	*
E720502	Harman Management Corporation	2750 Duportail Street	Richland	WA	99352	509/628-0066	*
D181001	Pacific Restaurants, Inc.	13450 Aurora Ave. N	Seattle	WA	98133	206/365-1181	
D181003	Pacific Restaurants, Inc.	210 W. Mercer St.	Seattle	WA	98119	206/283-7575	****
E720450	Harman Management Corporation	2201 4th Avenue South	Seattle	WA	98134	206/621-1602	****
E720399	Harman Management Corporation	9401 Rainier Ave. S	Seattle	WA	98118	206/725-7177	****
E143006	Orchard LLC	10575 Silverdale Way	Silverdale	WA	98383	360/698-4036	
C748004	Northwest Restaurants, Inc.	1209 Avenue D	Snohomish	WA	98290	360/568-7800	
C748045	Northwest Restaurants, Inc.	1812 Northwest Boulevard	Spokane	WA	99205	509/325-4545	
C748046	Northwest Restaurants, Inc.	2819 E 29th Street	Spokane	WA	99223	509/535-8716	*
C748047	Northwest Restaurants, Inc.	4016 North Division Street	Spokane	WA	99207	509/489-1014	
C748049	Northwest Restaurants, Inc.	9229 Division Street	Spokane	WA	99218	509/467-3341	
E720193	Harman Management Corporation	1928 Yakima Valley Hwy.	Sunnyside	WA	98944	509/837-6200	*
E720374	Harman Management Corporation	11719 Bridgeport Way	Tacoma	WA	98499	253/582-3411	*
E720375	Harman Management Corporation	14522 Pacific Avenue	Tacoma	WA	98444	253/536-3719	*
E720373	Harman Management Corporation	2006 Sixth Avenue	Tacoma	WA	98403	253/272-2812	*
E720381	Harman Management Corporation	7605 Steilacoom Boulevard	Tacoma	WA	98498	253/588-8350	
E720372	Harman Management Corporation	8036 Pacific Avenue	Tacoma	WA	98408	253/666-9530	
E720194	Harman Management Corporation	415 South Elm Street	Toppenish	WA	98948	509/865-3533	****
E720401	Harman Management Corporation	15036 Tukwila International Blvd.	Tukwila	WA	98188	206/246-5158	****
C748008	Northwest Restaurants, Inc.	5110 Capitol Boulevard	Tumwater	WA	98501	360/705-1855	
C750081	Argonaut Food Partners, LLC	1203 N.E. 78th Street	Vancouver	WA	98665	360/574-1001	
C748048	Northwest Restaurants, Inc.	15330 East Sprague Avenue	Veradale	WA	99037	509/922-7007	
E720359	Harman Management Corporation	595 W. Rose St.	Walla Walla	WA	99362	509/525-2921	*
C150001	Kentucky Fried Chicken of W.E.M., Inc.	1015 North Mission Street	Wenatchee	WA	98801	509/662-2171	*
C748037	Northwest Restaurants, Inc.	17100 140th Avenue NE	Woodinville	WA	98072	425/415-1508	
E720189	Harman Management Corporation	107 South 5th Avenue	Yakima	WA	98902	509/248-2536	*
E720191	Harman Management Corporation	110 North 40th Avenue	Yakima	WA	98908	509/966-8500	

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E720190	Harman Management Corporation	2325 S. First Street	Yakima	WA	98903	509/469-8840	*
C748044	Northwest Restaurants, Inc.	1310 E. Yelm Avenue	Yelm	WA	98597	360/400-7600	****
K071165	Mitra Midwest Acquisition, LLC	2003 S. Hastings Way	Altoona	WI	54720	715/834-7181	
K092003	K T Merrill, LLC	1700 Neva Road	Antigo	WI	54409	715/350-4400	****
G135780	FQSR, LLC (dba KBP Foods)	900 State Road 136	Baraboo	WI	53913	608/356-0747	*
D556006	Chocolate City Chicken, Inc.	1084 Milwaukee Avenue	Burlington	WI	53105	262/763-9030	
K071168	Mitra Midwest Acquisition, LLC	1017 Woodward Avenue	Chippewa Falls	WI	54729	715/723-4771	
K071230	Mitra Midwest Operations, LLC	442 S. Wright Street	Delavan	WI	53115	262/728-3183	
K071216	Mitra Midwest Operations, LLC	147 North Pioneer Road	Fond Du Lac	WI	54935	920/923-2321	
K071195	Mitra Midwest Operations, LLC	1609 West Shawano	Green Bay	WI	54303	920/499-3152	
C750045	Argonaut Food Partners, LLC	1201 Coulee Road	Hudson	WI	54016	715/386-9226	
D556002	Third Kenosha Kentucky Fried Chicken, Inc.	12303 W. 75th Street	Kenosha	WI	53142	262/857-9449	
D556004	First Kenosha Kentucky Fried Chicken, Inc.	4405 - 52nd Street	Kenosha	WI	53144	262/658-1324	
D556003	Second Kenosha Kentucky Fried Chicken, Inc.	8026 - 39th Avenue	Kenosha	WI	53142	262/697-9109	
K071169	Mitra Midwest Acquisition, LLC	2001 Rose Street	La Crosse	WI	54603	608/781-3733	
K071166	Mitra Midwest Acquisition, LLC	3415 Fiesta Court	La Crosse	WI	54601	608/788-4610	
K071219	Mitra Midwest Operations, LLC	171 N. Wells Street	Lake Geneva	WI	53147	262/248-2860	
K071223	Mitra Midwest Operations, LLC	1516 Greenway Cross	Madison	WI	53713	608/271-1991	
K071222	Mitra Midwest Operations, LLC	604 Cottage Grove Road	Madison	WI	53716	608/222-6771	
K071224	Mitra Midwest Operations, LLC	7501 Mineral Point Road	Madison	WI	53717	608/833-6474	
K071294	Mitra Midwest Operations, LLC	4201 Dewey Street	Manitowoc	WI	54220	920/682-0027	
K071163	Mitra Midwest Acquisition, LLC	1000 S. Central Ave.	Marshfield	WI	54449	715/387-2422	
K092002	K T Merrill, LLC	860 North 8th Street	Medford	WI	54451	715/748-2032	****
K071199	Mitra Midwest Operations, LLC	1195 Valley Road	Menasha	WI	54952	920/832-8180	
K092001	K T Merrill, LLC	N1667 County Road W	Merrill	WI	54452	715/536-4141	****
K071198	Mitra Midwest Operations, LLC	110 West Layton Avenue	Milwaukee	WI	53207	414/486-0634	
K071201	Mitra Midwest Operations, LLC	1402 South 43rd Street	Milwaukee	WI	53214	414/662-4122	
K071200	Mitra Midwest Operations, LLC	1570 W. Mitchell	Milwaukee	WI	53204	414/672-6360	
K071208	Mitra Midwest Operations, LLC	2470 N. Martin Luther King Drive	Milwaukee	WI	53212	414/562-5061	
K071197	Mitra Midwest Operations, LLC	4400 North 60th Street	Milwaukee	WI	53218	414/462-7880	
K071202	Mitra Midwest Operations, LLC	5444 North Lovers Lane	Milwaukee	WI	53225	414/536-6680	
K071193	Mitra Midwest Operations, LLC	6706 West North Avenue	Milwaukee	WI	53213	414/771-6530	
K071203	Mitra Midwest Operations, LLC	7242 N. Teutonia Ave.	Milwaukee	WI	53209	414/351-4495	
K071218	Mitra Midwest Operations, LLC	1020 Winneconne Avenue	Neenah	WI	54956	920/725-7525	
C029059	Franchise Management Investors US, LLC	95 E. Business Highway 151	Platteville	WI	53818	608/502-0002	****

KFC US, LLC

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G135781	FQSR, LLC (dba KBP Foods)	1770 Plover Road	Plover	WI	54467	715/344-8449	
G135777	FQSR, LLC (dba KBP Foods)	2990 New Pinery Road	Portage	WI	53901	608/616-4700	
K071228	Mitra Midwest Operations, LLC	2090 S. Green Bay Road	Racine	WI	53406	262/554-4600	
K071227	Mitra Midwest Operations, LLC	3212 Douglas Avenue	Racine	WI	53402	262/639-6962	
K071167	Mitra Midwest Acquisition, LLC	2301 S. Main Street	Rice Lake	WI	54868	715/234-2200	
G135779	FQSR, LLC (dba KBP Foods)	1180 West Fond Du Lac	Ripon	WI	54971	920/745-3003	****
L185002	Kentucky Fried Chicken of Sheboygan, Inc.	2333 S Business Dr	Sheboygan	WI	53081	920/458-8211	
K071196	Mitra Midwest Operations, LLC	101 North Chicago Avenue	South Milwaukee	WI	53172	414/762-4430	
K071229	Mitra Midwest Operations, LLC	1070 Emerald Terrace	Sun Prairie	WI	53590	608/837-4040	
G135778	FQSR, LLC (dba KBP Foods)	102 W McCoy Rd	Tomah	WI	54660	608/372-4029	
K071212	Mitra Midwest Operations, LLC	331 West Sunset Drive	Waukesha	WI	53189	262/544-0050	
K071164	Mitra Midwest Acquisition, LLC	222 Stewart Avenue	Wausau	WI	54401	715/842-3667	
K071210	Mitra Midwest Operations, LLC	2860 So. 108th St.	West Allis	WI	53227	414/321-7277	
K071162	Mitra Midwest Acquisition, LLC	1750 8th Street South	Wisconsin Rapids	WI	54494	715/303-1282	****
E320145	AceDeuce 2, LLC	904 Ritter Drive	Beaver	WV	25813	304/929-8000	
E320140	AceDeuce 2, LLC	3025 Robert C. Byrd Dr.	Beckley	WV	25801	304/253-0061	
J089009	Charter Central, LLC	207 Marshall St.	Benwood	WV	26031	304/232-7507	****
E320141	AceDeuce 2, LLC	3300 Cumberland Road	Bluefield	WV	24701	304/325-7858	
G135643	FQSR, LLC (dba KBP Foods)	Route 6, Box 466	Buckhannon	WV	26201	304/472-4288	
K071116	MITRA QSR KNE, LLC	620 E. Washington Street	Charles Town	WV	25414	304/725-7681	
J625121	Ampex Brands of West Virginia, Inc.	3415 Staunton Avenue, S.E.	Charleston	WV	25304	304/342-8671	
J625132	Ampex Brands of West Virginia, Inc.	741 W. Washington Street	Charleston	WV	25302	304/343-0505	
G135641	FQSR, LLC (dba KBP Foods)	155 Emily Drive	Clarksburg	WV	26301	304/622-3910	
J625127	Ampex Brands of West Virginia, Inc.	Smoot Avenue @ Cindy & Sissy Ave.	Danville	WV	25053	304/369-6504	
G135642	FQSR, LLC (dba KBP Foods)	74 Allegheny Hwy	Elkins	WV	26241	304/636-1110	
J089018	Charter Central, LLC	100 Crossings Mall Road	Elkview	WV	25071	304/935-5463	
G135638	FQSR, LLC (dba KBP Foods)	1020 Speedway	Fairmont	WV	26554	304/366-1327	
J625131	Ampex Brands of West Virginia, Inc.	122 Whitewater Avenue	Fayetteville	WV	25840	304/574-2419	
G135645	FQSR, LLC (dba KBP Foods)	104 N. Pike Street	Grafton	WV	26354	304/903-8954	
K198002	Tri-State Food Systems, Inc.	315 Washington Ave.	Huntington	WV	25701	304/522-0861	
K198018	KSK Management, Inc.	5350 Route 60 East	Huntington	WV	25705	304/733-9200	
J625130	Ampex Brands of West Virginia, Inc.	301D Hurricane Creek Road	Hurricane	WV	25526	304/562-0808	
J625125	Ampex Brands of West Virginia, Inc.	4158 State Route 34	Hurricane	WV	25526	304/757-9660	
J625123	Ampex Brands of West Virginia, Inc.	101 Nick Savas Ave.	Logan	WV	25601	304/752-3354	
K071114	MITRA QSR KNE, LLC	1501 Edwin Miller Blvd	Martinsburg	WV	25404	304/263-8824	

KFC US, LLC

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G135640	FQSR, LLC (dba KBP Foods)	5 Clear Mountain Way	Morgantown	WV	26505	304/291-2505	
G135862	FQSR, LLC (dba KBP Foods)	71 Tipple St.	Morgantown	WV	26501	681/753-0923	
J625179	Morgan's Restaurants of West Virginia, Inc.	122 N. Lafayette Ave.	Moundsville	WV	26041	304/845-8550	
J089011	Charter Central, LLC	210 North State Route 2	New Martinsville	WV	26155	304/455-4038	****
J625182	Morgan's Restaurants of West Virginia, Inc.	2604 Ohio Avenue	Parkersburg	WV	26101	304/422-3000	
J625181	Morgan's Restaurants of West Virginia, Inc.	930 Seventh Street	Parkersburg	WV	26101	304/485-3691	
E320143	AceDeuce 2, LLC	1237 Stafford Avenue	Princeton	WV	24740	304/425-2647	
J625128	Ampex Brands of West Virginia, Inc.	709 West Main Street	Ripley	WV	25271	304/372-8106	
J625126	Ampex Brands of West Virginia, Inc.	23-A MacCorkle Avenue, Gateway Shopping C	Saint Albans	WV	25177	304/727-0446	
J625129	Ampex Brands of West Virginia, Inc.	2 Trace Fork Boulevard	South Charleston	WV	25309	304/744-9550	
J625124	Ampex Brands of West Virginia, Inc.	4018 MacCorkle Avenue, S.W.	South Charleston	WV	25309	304/768-7405	
K281001	Chicken of Summersville, Inc.	805 North Side Drive	Summersville	WV	26651	304/872-6905	
G135759	FQSR, LLC (dba KBP Foods)	1994 Sutton Lane	Sutton	WV	26601	304/765-3891	****
K198022	Tri-State Food Systems, Inc.	6652 State Hwy 152	Wayne	WV	25570	304/272-3567	
J625138	Morgan's Restaurants of West Virginia, Inc.	4015 West Main Street	Weirton	WV	26062	304/748-4393	
E320093	EM Squared, LLC	909 Virginia Avenue	Welch	WV	24801	304/938-7060	
G135644	FQSR, LLC (dba KBP Foods)	339 U. S. Highway 33	Weston	WV	26452	304/269-2712	
J625180	Morgan's Restaurants of West Virginia, Inc.	120 Zane Street	Wheeling	WV	26003	304/233-6100	
E720528	Harman Management Corporation	4100 East Second Street	Casper	WY	82609	307/234-0713	
E720523	Harman Management Corporation	2414 E. Lincolnway	Cheyenne	WY	82001	307/635-5451	
E720517	Harman Management Corporation	737 Overthrust	Evanston	WY	82930	307/789-0507	****
E720520	Harman Management Corporation	2250 South Douglas Highway	Gillette	WY	82716	307/682-7676	
E720521	Harman Management Corporation	830 North Federal Boulevard	Riverton	WY	82501	307/856-2661	
E720522	Harman Management Corporation	2705 Dewar Drive	Rock Springs	WY	82901	307/362-6906	
	667 Multibrand Locations (667 of 3558)						
	* KA Multibrand (120)						
	** KL Multibrand (81)						
	*** KP Multibrand (1)						
	**** KT Multibrand (465)						

**EXHIBIT L**

**LIST OF FRANCHISEES WHO LEFT THE SYSTEM OR WHO HAVE NOT  
COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE ISSUANCE  
DATE**

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2024

Outlet ID	Franchisee	City	State	Postal	Owner Phone	Multibrand
F569069	QSR East LLC	Evergreen	AL	36401	251/216-0868	****
L775036	West Quality Food Service, Inc.	Florence	AL	35630	256/766-6347	
J466005	Champion Restaurants - Fiesta, LLC	Lincoln	AL	35096	205/763-2545	****
C029033	Franchise Management Investors US, LLC	Brinkley	AR	72021	870/734-2818	****
C029017	Franchise Management Investors US, LLC	Clinton	AR	72031	501/764-4317	**
C029034	Franchise Management Investors US, LLC	Crossett	AR	71635	870/364-8916	
C029027	Franchise Management Investors US, LLC	Heber Springs	AR	72543	501/362-5509	
C029021	Franchise Management Investors US, LLC	Lonoke	AR	72086	501/676-7826	****
C029037	Franchise Management Investors US, LLC	Maumelle	AR	72113	501/851-0111	
L518089	Tasty Chick'n Southeast, LLC	Mountain Home	AR	72653	870/425-2200	
C029019	Franchise Management Investors US, LLC	Mountain View	AR	72560	870/269-3900	
D212046	WTT Investment LLC	Mesa	AZ	85213	480/833-9215	
D212074	WTT Investment LLC	Peoria	AZ	85382	623/977-4020	****
D212065	WTT Investment LLC	Sun City	AZ	85351	623/583-5436	
D016014	Cric Pro Corp	Alpine	CA	91901	619/445-4300	
C301027	FLEW THE COOP, INC.	Anaheim	CA	92806	714/533-1193	
C072005	Venquest Investments and Properties LLC	Cameron Park	CA	95682	530/677-4626	
E720422	Harman Management Corporation	Ceres	CA	95351	209/537-2278	
E720028	Harman Management Corporation	Daly City	CA	94014	650/992-8705	
E720308	Harman Management Corporation	Fremont	CA	94539	510/656-8260	
E720503	Harman Management Corporation	Fremont	CA	94536	510/797-6828	
D670007	J. F. Desmond Family Limited Partnership	Fresno	CA	93728	559/237-6421	
K312048	RBD California Restaurants Limited	Lancaster	CA	93534	661/940-5098	
E720243	Harman Management Corporation	Los Gatos	CA	95032	408/356-4030	****
J681003	Baker Management Group, Inc.	Marina	CA	93933	831/384-9536	
C146006	Sikander S. Bana	Montebello	CA	90640	323/721-1176	
E720248	Harman Management Corporation	Morgan Hill	CA	95037	408/779-7545	
E720020	Harman Management Corporation	Mountain View	CA	94040	650/968-8554	
E720039	Harman Management Corporation	North Highlands	CA	95660	916/331-1700	
D168001	NAC Restaurants, Inc.	Norwalk	CA	90650	562/929-1122	
E720053	Harman Management Corporation	Oakland	CA	94603	510/638-5988	
E720340	Harman Management Corporation	Oakland	CA	94607	510/763-3745	
E720068	Harman Management Corporation	Petaluma	CA	94952	707/763-6834	

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2024

D016011	Cric Pro Corp	Ramona	CA	92065	760/654-2802	
K312043	RBD California Restaurants Limited	Rancho Cucamonga	CA	91730	909/948-7591	
L908001	RAZMIK FOOD	Reseda	CA	91335	818/881-3200	
E720431	Harman Management Corporation	Roseville	CA	95661	916/782-3822	*
E720333	Harman Management Corporation	Sacramento	CA	95834	916/641-7798	
K312014	RBD California Restaurants Limited	San Bernardino	CA	92404	909/862-1127	
C191004	Marble USA Inc.	San Diego	CA	92111	858/277-7020	
E720329	Harman Management Corporation	San Francisco	CA	94103	415/431-1613	
C301029	FLEW THE COOP, INC.	Santa Ana	CA	92704	714/754-0871	
C301034	FLEW THE COOP, INC.	Stanton	CA	90680	714/901-3087	
E720500	Harman Management Corporation	Stockton	CA	95205	209/462-5929	
K312035	RBD California Restaurants Limited	Torrance	CA	90503	310/542-0283	
E720442	Harman Management Corporation	Turlock	CA	95380	209/656-1222	*
E720341	Harman Management Corporation	Union City	CA	94587	510/471-2683	
29319	Cantina Hospitality, LLC	Hartford	CT	6019	860/693-4265	
E320088	EM Squared, LLC	Boca Raton	FL	33432	561/717-8061	
F569058	QSR SE LLC	Port Richey	FL	34668	727/816-9218	
G974011	Phil Mook Enterprises, Inc.	Valrico	FL	33596	813/684-6182	
L940012	Lyon Management Co., Inc.	Ashburn	GA	31714	229/567-3931	
K076001	Ladybird Food Corporation	Mableton	GA	30126	770/739-5353	
G160011	Central Iowa KFC, Inc.	Des Moines	IA	50317	515/265-5983	****
C029060	Franchise Management Investors US, LLC	Marion	IA	52302	319/377-6384	
D148018	EYM Chicken of Illinois, LLC	Bartonville	IL	61607	309/697-1300	
D148003	EYM Chicken of Illinois, LLC	Belvidere	IL	61008	815/544-0011	
D148011	EYM Chicken of Illinois, LLC	Bloomington	IL	61704	309/662-4613	
D148008	EYM Chicken of Illinois, LLC	Bloomington	IL	61701	309/829-8932	
D148024	EYM Chicken of Illinois, LLC	Champaign	IL	61821	217/352-0900	
D148026	EYM Chicken of Illinois, LLC	Charleston	IL	61920	217/295-2387	
C624004	Diza Chicken Archer, LLC	Chicago	IL	60609	773/475-7523	
C624001	Diza Chicken Lafayette, LLC	Chicago	IL	60620	773/952-7325	
C624003	Diza Chicken 35th, LLC	Chicago	IL	60616	312/374-3997	
C624002	Diza Chicken King, LLC	Chicago	IL	60619	773/420-3590	
D148028	EYM Chicken of Illinois, LLC	Clinton	IL	61727	217/935-2022	
D148005	EYM Chicken of Illinois, LLC	Decatur	IL	62526	217/872-1725	
D148027	EYM Chicken of Illinois, LLC	Machesney Park	IL	61115	815/877-0938	
D148012	EYM Chicken of Illinois, LLC	Mattoon	IL	61938	217/234-6886	
D148038	EYM Chicken of Illinois, LLC	Morton	IL	61550	309/291-3557	

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2024

D148016	EYM Chicken of Illinois, LLC	Pekin	IL	61554	309/347-1066	
D148030	EYM Chicken of Illinois, LLC	Peoria	IL	61615	309/691-6914	
D148014	EYM Chicken of Illinois, LLC	Peoria	IL	61604	309/637-8431	
D148015	EYM Chicken of Illinois, LLC	Peoria	IL	61614	309/691-5601	
D148039	EYM Chicken of Illinois, LLC	Pontiac	IL	61764	708 405 8173	
D148001	EYM Chicken of Illinois, LLC	Rockford	IL	61101	815/961-9076	
D148004	EYM Chicken of Illinois, LLC	Rockford	IL	61109	815/399-3613	
D148025	EYM Chicken of Illinois, LLC	Savoy	IL	61874	217/356-1861	
D148006	EYM Chicken of Illinois, LLC	Springfield	IL	62703	217/528-7343	
D148010	EYM Chicken of Illinois, LLC	Springfield	IL	62702	217/523-4571	
D148009	EYM Chicken of Illinois, LLC	Springfield	IL	62702	217/787-6775	
D148023	EYM Chicken of Illinois, LLC	Urbana	IL	61801	217/328-3379	
D148017	EYM Chicken of Illinois, LLC	Washington	IL	61571	309/444-3031	
D148035	EYM Chicken of Indiana, LLC	Avon	IN	46123	317/272-5322	
D148041	EYM Chicken of Indiana, LLC	Batesville	IN	47006	812/934-2525	*****
H740025	McKenzie Foods, Inc.	Bloomington	IN	47401	812/334-1095	
D148051	EYM Chicken of Indiana, LLC	Brazil	IN	47834	812/502-4988	
D148007	EYM Chicken of Indiana, LLC	Crawfordsville	IN	47933	765/362-0081	
D148044	EYM Chicken of Indiana, LLC	Elkhart	IN	46514	574/264-9845	
D148029	EYM Chicken of Indiana, LLC	Franklin	IN	46131	317/736-7141	
D148048	EYM Chicken of Indiana, LLC	Gary	IN	46402	219/882-1164	
D148036	EYM Chicken of Indiana, LLC	Greencastle	IN	46135	765/247-0646	
D148013	EYM Chicken of Indiana, LLC	Greenwood	IN	46142	317/888-8440	
D148050	EYM Chicken of Indiana, LLC	Hobart	IN	46342	219/962-4208	
D148020	EYM Chicken of Indiana, LLC	Indianapolis	IN	46227	317/783-3700	
D148021	EYM Chicken of Indiana, LLC	Indianapolis	IN	46203	317/783-2341	
D148022	EYM Chicken of Indiana, LLC	Indianapolis	IN	46221	317/856-3300	
D148046	EYM Chicken of Indiana, LLC	Michigan City	IN	46360	219/879-0343	
D148034	EYM Chicken of Indiana, LLC	Mitchell	IN	47446	812/849-4400	
D148042	EYM Chicken of Indiana, LLC	Mooresville	IN	46158	317/799-1079	
D148047	EYM Chicken of Indiana, LLC	Portage	IN	46368	219/762-7177	
D148049	EYM Chicken of Indiana, LLC	Valparaiso	IN	46383	219/464-4512	
J718211	JRN, Inc.	Lexington	KY	40509	859/263-0799	
L775091	KT of Baton Rouge, LLC	Baton Rouge	LA	70805	225/357-7873	*****
E645008	Rayville KFC, LLC	Rayville	LA	71269	318/661-0203	
L775089	KT of Baton Rouge, LLC	Westwego	LA	70094	504/341-6909	
C029047	Franchise Management Investors US, LLC	Greenfield	MA	01301	413/774-7869	*****
039977	R & R Ventures West, LLC	Chestertown	MD	21620	410/810-1399	*****
K273021	PAK Management of Michigan, Inc.	Utica	MI	48315	586/254-2710	



## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2024

K215001	Robert J. Kremer	Pine City	MN	55063	320/629-3760	
K071011	Mitra Midwest Operations, LLC	Springfield	MO	65804	417/882-9373	
G135783	FQSR, LLC (dba KBP Foods)	Troy	MO	63379	636/528-8600	
C029013	Franchise Management Investors US, LLC	Flowood	MS	39232	601/919-2155	
L775019	West Quality Food Service, Inc.	Senatobia	MS	38668	662/562-5996	
L518042	Tasty Chick'n Southeast, LLC	Tupelo	MS	38801	662/844-3222	
J718212	JRN, Inc.	Asheville	NC	28803	828/274-4976	
E320067	Phoenix Taco, L.L.C.	Charlotte	NC	28208	704/697-8002	
H667019	Paris & Potter Management Corporation	Fort Liberty	NC	28307	910/960-1200	
H667005	Paris & Potter Management of Eastern Carolina, LLC	New Bern	NC	28560	252/636-1906	
029409	Luihn VantEdge Partners, LLC	Raleigh	NC	27615	919/872-6902	
C119010	Bell Carolina LLC	Southport	NC	28461	910/457-6707	
D064001	Alvarado Concepts, LLC	Las Vegas	NM	87701	505/425-3815	
F569005	QSR NYC LLC	Brooklyn	NY	11216	718/622-4108	
K273034	PAK Canal Management Inc.	New York	NY	10013	929/579-1305	
D136001	Oneonta Enterprises, Inc.	Oneonta	NY	13820	607/432-5700	
J581001	Chicken Shack Potsdam LLC	Potsdam	NY	13676	518/534-0545	
J318001	Jefferis Foods, LLC	Barnesville	OH	43713	740/425-1773	*
H501003	Larry D. Hoover and Julie Hoover	Cushing	OK	74023	918/225-0080	
J625241	Ampex Brands of OKC, Inc.	Oklahoma City	OK	73115	405/677-3885	
K273031	PAK Hamlin Management Inc.	Hamlin	PA	18427	570/689-0450	
J625165	Morgan's Restaurants of Pennsylvania, Inc.	McKeesport	PA	15132	412/751-7859	
K071061	MITRA QSR KNE, LLC	Philadelphia	PA	19148	215/463-2276	
K071063	MITRA QSR KNE, LLC	Philadelphia	PA	19144	215/849-4422	
K071099	MITRA QSR KNE, LLC	Philadelphia	PA	19145	215/465-8194	
J130029	Oak Restaurants, LLC	Reading	PA	19606	610/582-9211	
L765034	Whiteford's, Inc.	Clemson	SC	29631	864/654-1598	**
J575065	AJS Associates, a KY General Partnership	Nashville	TN	37221	615/724-0960	
J625017	Ampex Brands, LLC <sup>1</sup>	Allen	TX	75002	972/727-3362	
J625052	Ampex Brands, LLC <sup>1</sup>	Arlington	TX	76010	682/282-3980	
J625036	Ampex Brands, LLC <sup>1</sup>	Arlington	TX	76017	817/466-2614	
J625010	Ampex Brands, LLC <sup>1</sup>	Balch Springs	TX	75180	972/286-5588	
025722	B & G Food Enterprises of Texas, L.L.C.	Baytown	TX	77520	281/573-2867	
J625090	Ampex Brands Burleson 2, LLC <sup>1</sup>	Burleson	TX	76028	817/295-5002	
J625045	Ampex Brands, LLC <sup>1</sup>	Carrollton	TX	75007	972/939-0705	****
J625050	Ampex Brands of Forest Lane, Inc. <sup>1</sup>	Dallas	TX	75243	972/479-9900	****
J625003	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75211	214/946-3122	

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2024

J625005	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75217	214/391-5771	
J625031	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75218	214/319-9296	
J625023	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75243	972/680-7870	
J625012	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75212	214/634-9541	****
J625015	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75228	469/638-5063	
J625006	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75219	214/522-1690	
J625011	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75224	214/941-1673	
J625019	Ampex Brands, LLC <sup>1</sup>	Dallas	TX	75237	972/388-3907	
J625027	Ampex Brands, LLC <sup>1</sup>	Denton	TX	76201	940/220-7438	
J625016	Ampex Brands of North Texas, LLC <sup>1</sup>	Fort Worth	TX	76111	817/838-7801	
J625032	Ampex Brands, LLC <sup>1</sup>	Frisco	TX	75034	972/712-2550	
J625008	Ampex Brands, LLC <sup>1</sup>	Garland	TX	75043	972/303-2384	
J625040	Ampex Brands, LLC	Grand Prairie	TX	75050	817/649-7617	
J625048	Ampex Brands, LLC <sup>1</sup>	Haltom City	TX	76137	817/484-4012	
J625049	Ampex Brands, LLC <sup>1</sup>	Irving	TX	75063	972/373-9234	****
J625009	Ampex Brands, LLC <sup>1</sup>	Irving	TX	75062	972/261-0125	
J625029	Ampex Brands, LLC <sup>1</sup>	Lewisville	TX	75067	972/420-6583	
J625118	Ampex Brands Lubbock, LLC <sup>1</sup>	Lubbock	TX	79423	806/686-2919	
J625047	Ampex Brands, LLC <sup>1</sup>	McKinney	TX	75070	214/548-4055	****
J625030	Ampex Brands, LLC <sup>1</sup>	McKinney	TX	75071	469/952-2507	
J625014	Ampex Brands, LLC <sup>1</sup>	Mesquite	TX	75150	972/289-5739	
J625025	Ampex Brands of Mesquite, Inc. <sup>1</sup>	Mesquite	TX	75150	972/613-9419	
J625001	Ampex Brands, LLC <sup>1</sup>	Plano	TX	75024	214/436-4699	
J625041	Ampex Brands, LLC <sup>1</sup>	Plano	TX	75074	972/633-0859	
J625044	Ampex Brands, LLC <sup>1</sup>	Plano	TX	75075	469/626-0207	****
E003015	DDO1-Texas, LLC	San Antonio	TX	78238	210/248-9527	
E003007	DDO1-Texas, LLC	San Antonio	TX	78232	210/591-0658	
J625053	Ampex Brands, LLC <sup>1</sup>	Southlake	TX	76092	817/778-4765	****
J625287	Ampex Brands, LLC <sup>1</sup>	The Colony	TX	75056	945/348-5853	
J718233	JRN, Inc.	Williamsburg	VA	23185	757/220-8176	****
E720415	Harman Management Corporation	Renton	WA	98055	425/430-8232	
E720403	Harman Management Corporation	Seattle	WA	98146	206/762-8793	
D148019	EYM Chicken of Wisconsin, LLC	Beloit	WI	53511	608/363-1960	
D148002	EYM Chicken of Wisconsin, LLC	Janesville	WI	53545	608/754-0811	
D148040	EYM Chicken of Wisconsin, LLC	Reedsburg	WI	53959	608/768-2000	****
C119016	Bell Great Lakes LLC	Richland Center	WI	53581	608/647-2178	
K071215	Mitra Midwest Operations, LLC	Shawano	WI	54166	715/526-1982	
D148033	EYM Chicken of Wisconsin, LLC	Stoughton	WI	53589	608/205-1000	****

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2024

D148043	EYM Chicken of Wisconsin, LLC	Watertown	WI	53094	920/545-5960	
	26 Multibrand Locations (26 of 185)					
	* KA Multibrand (3)					
	** KL Multibrand (2)					
	*** KP Multibrand (0)					
	**** KT Multibrand (21)					

<sup>1</sup> Outlet was required by franchisor.

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

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2024

Outlet ID	Owner	Address	City	St	Postal	Multi Brand	Phone	Left the KFC System
H121001	Five Star, Limited Partnership	917 W. South Boulevard	Montgomery	AL	36105		334/612-3345	Y
F330004	Surtico, Inc.	545 East Sepulveda	Carson	CA	90745		310/522-0786	Y
J718321	JRN, Inc.	948 Mason Avenue	Daytona Beach	FL	32117		386/256-2377	
H690003	ARLD & SONS, LLC	35854 Highway 27	Haines City	FL	33844		216/314-0277	
J043001	J. Mark Clark	3000 Lake Washington Road	Melbourne	FL	32934		321/242-1656	Y
J718272	JRN, Inc.	294 West Granada Avenue	Ormond Beach	FL	32174		386/672-8331	
J718275	JRN, Inc.	3 Old Kings Road	Palm Coast	FL	32137		386/445-7373	
J718274	JRN, Inc.	1035 Dunlawton Avenue	Port Orange	FL	32127		386/760-1835	
J718201	JRN, Inc.	1307 W. Jefferson St.	Quincy	FL	32351		850/627-8700	
H690005	ARLD & SONS, LLC	960 U.S. Highway 27, N.	Sebring	FL	33870		216/314-0277	
J718326	JRN, Inc.	2828 rth Monroe Street	Tallahassee	FL	32303		850/807-9054	
J718245	JRN, Inc.	3008 Apalachee Parkway	Tallahassee	FL	32301		850/877-7620	
J718279	JRN, Inc.	4650 W. Tennessee Street	Tallahassee	FL	32304		850/580-8502	
H690004	ARLD & SONS, LLC	899 S. Sixth Avenue	Wauchula	FL	33873		216/314-0277	
J718185	JRN, Inc.	634 West Main Street	Benton	IL	62812	****	618/439-7355	
C318002	Rajdeep Food, Inc.	10556 South Indianapolis	Chicago	IL	60617		773/374-8404	
J718074	JRN, Inc.	1304 Avenue Of Mid-America	Effingham	IL	62401		217/342-4276	
J718243	JRN, Inc.	514 South Commercial	Harrisburg	IL	62946		618/252-1531	
J718087	JRN, Inc.	1500 South Park Avenue	Herrin	IL	62948		618/942-6804	
J718076	JRN, Inc.	1404 W. Deyoung	Marion	IL	62959		618/997-3121	
J718078	JRN, Inc.	#1 Times Square Mall	Mount Vern	IL	62864		618/244-3106	
J718251	JRN, Inc.	1408 West Main Street	Robinson	IL	62454		618/544-2261	
J718316	JRN, Inc.	101 Baldrige Lane	Salem	IL	62881		618/548-3323	
J718213	JRN, Inc.	2000 Lafayette Ave.	Terre Haute	IN	47805		812/466-0816	
J718155	JRN, Inc.	4400 US 41 South	Terre Haute	IN	47802		812/234-4446	
D446011-KF	Five Star, Limited Partnership	1306 N. Main Street	Beaver Dam	KY	42320		270/274-7772	Y

KFC US, LLC

2025\_03 FDD | Ex. L – List of Franchise Transfers

1172.006.029/423796

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2024

J718139	JRN, Inc.	1201 US 31W Byp	Bowling Green	KY	42101		270/781-1768	
J718141	JRN, Inc.	2626 Scottsville Road	Bowling Green	KY	42104		270/781-2248	
D446010-MB	Five Star, Limited Partnership	57 Hospitality Lane	Cadiz	KY	42211	****	270/522-1444	Y
J718140	JRN, Inc.	812 Mammoth Cave Street	Cave City	KY	42127		270/773-3194	
D446017-KF	Five Star, Limited Partnership	647 S. Second St.	Central City	KY	42330		270/977-8807	Y
D446005-MB	Five Star, Limited Partnership	3001 Bastogne Avenue	Fort Campbell	KY	42223	****	270/439-6353	Y
D446001-KF	Five Star, Limited Partnership	710 rth Main Street	Fran**in	KY	42134		270/586-6256	Y
J718259	JRN, Inc.	120 South L. Roger Wells Blvd.	Glasgow	KY	42141		270/651-8881	
J718328	JRN, Inc.	2236 Highway 41, rth	Henderson	KY	42420		270/826-1400	
D446008-KF	Five Star, Limited Partnership	3000 Ft. Campbell Boulevard	Hopkinsville	KY	42240		270/886-7907	Y
J718332	JRN, Inc.	197 Madison Square Drive	Madisonville	KY	42431		270/821-6644	
J718330	JRN, Inc.	3212 Highway 54	Owensboro	KY	42303		270/685-4619	
D446016-KF	Five Star, Limited Partnership	301 Marion Road	Princeton	KY	42445		270/365-9988	Y
D446015-KF	Five Star, Limited Partnership	683 N. Main Street	Russellville	KY	42276		270/726-6966	Y
H445002	Houston Enterprises, Inc.	1307 Memorial Drive	Chicopee	MA	01020		413/532-3014	
H445004	Houston Enterprises, Inc.	2241 N. Hampton Street	Holyoke	MA	01040		413/536-7731	
H445008	Houston Enterprises, Inc.	481 Center Street	Ludlow	MA	01056		413/308-5993	
H445025	Houston Enterprises, Inc.	3111 Main St.	Springfield	MA	01107		413/264-2527	
H445006	Houston Enterprises, Inc.	632 State Street	Springfield	MA	01109		413/363-9659	
H445007	Houston Enterprises, Inc.	1324 Boston Road	Springfield	MA	01129		413/342-5184	
H445005	Houston Enterprises, Inc.	931 Riverdale Street	West Springfield	MA	01089		413/737-3460	
H445024	Houston Enterprises, Inc.	285 East Main Street	Westfield	MA	01085		413/642-1938	
J718269	JRN, Inc.	2101 William Street	Cape Girardeau	MO	63703		573/335-9763	
J970005	Laurinburg KFC Take Home, Inc.	1003 Dallas-Cherryville Highway	Aberdeen	NC	28315		910/944-7205	

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2024

J120103	Luihn VantEdge Partners, LLC	1599 US Highway 70 W	Apex	NC	27523		919/303-7997	
J970024	Laurinburg KFC Take Home, Inc.	2021 W. Roosevelt Boulevard	Dallas	NC	28034		704/923-0901	
J120096	Luihn VantEdge Partners, LLC	1702 East 11th Street	Durham	NC	27704		919/479-3044	
J120101	Luihn VantEdge Partners, LLC	12313 Capital Blvd.	Durham	NC	27701		919/530-8119	
J120121	Luihn VantEdge Partners, LLC	1553 Dabney Drive	Durham	NC	27703		919/957-0745	
J970017	Laurinburg KFC Take Home, Inc.	503 N. New Hope Road & I-85	Elizabethtown	NC	28337		910/862-2636	
J120099	Luihn VantEdge Partners, LLC	511 Horton Rd.	Garner	NC	27529		919/662-1003	
J970011	Laurinburg KFC Take Home, Inc.	1704 N. Sandhills Blvd.	Gastonia	NC	28054		704/864-0331	
J970026	Laurinburg KFC Take Home, Inc.	103 Laurinburg Road	Gastonia	NC	28056		704/867-3390	
J120117	Luihn VantEdge Partners, LLC	806 Fayetteville Street	Henderson	NC	27536		252/492-2773	
J970028	Laurinburg KFC Take Home, Inc.	13900 US Highway 74	Indian Trail	NC	28079		704/821-5641	
J120031	Luihn VantEdge Partners, LLC	704 Horner Boulevard	Knightdale	NC	27545		919/266-4096	
J970004	Laurinburg KFC Take Home, Inc.	1513 S. Main	Laurinburg	NC	28352		910/276-1136	
J970027	Laurinburg KFC Take Home, Inc.	104 Village Road	Leland	NC	28451		910/383-1510	
D121008	O Inc.	1707 Cotton Grove Road	Lexington	NC	27292		336/357-5858	Y
D121001	O Inc.	600 S. Main Street	Lexington	NC	27292		336/248-2666	Y
J970009	Laurinburg KFC Take Home, Inc.	106 rth Odum Street	Lumberton	NC	28358		910/738-7558	
J970010	Laurinburg KFC Take Home, Inc.	1690 Neal Hawkins Road	Lumberton	NC	28358		910/738-2658	
J970015	Laurinburg KFC Take Home, Inc.	520 W. Second Street	Monroe	NC	28110		704/283-5975	
J970049	Laurinburg KFC Take Home, Inc.	100 West Nashville Dr.	Nashville	NC	27856		252/220-5394	
J970025	Laurinburg KFC Take Home, Inc.	301 S. Poplar Street	Pembroke	NC	28372		910/521-8448	
J970021	Laurinburg KFC Take Home, Inc.	1354 E. Broad St.	Raeford	NC	28376		910/875-6876	
J120095	Luihn VantEdge Partners, LLC	1804 South Miami Blvd.	Raleigh	NC	27604		919/872-5356	
J120119	Luihn VantEdge Partners, LLC	1403 West Williams Blvd	Raleigh	NC	27610		919/212-2504	
J970031	Laurinburg KFC Take Home, Inc.	911 East 4th Street	Red Springs	NC	28377		910/843-5957	
J970042	Laurinburg KFC Take Home, Inc.	91 Premier Boulevard	Roake Rapids	NC	27870		252/537-9101	
J970014	Laurinburg KFC Take Home, Inc.	2000 Roberts Avenue	Rockingham	NC	28379		910/895-9581	
J970041	Laurinburg KFC Take Home, Inc.	2108 Stone Rose Dr.	Rocky Mount	NC	27804		252/442-7390	
D121002	O Inc.	628 E. Innes Street	Salisbury	NC	28144		704/636-7131	Y
D121003	O Inc.	1006 Mooresville Road	Salisbury	NC	28147		704/636-7132	Y

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2024

J120005	Luihn VantEdge Partners, LLC	7040 Highway 64, E.	Sanford	NC	27330	**	919/775-5615	
J970038	Laurinburg KFC Take Home, Inc.	348 Whiteville Road NW	Shallotte	NC	28470		910/755-7888	
J120118	Luihn VantEdge Partners, LLC	3408 Poole Road	Siler City	NC	27344		919/742-4343	
J970044	Laurinburg KFC Take Home, Inc.	212 N. Washington St.	Wadesboro	NC	28170		704/694-2833	
J120098	Luihn VantEdge Partners, LLC	4040 Capital Blvd.	Wake Forest	NC	27587		919/556-9408	
C526001	Coward Enterprises, Inc.	667 Russ Avenue	Waynesville	NC	28786		828/456-6626	Y
J970048	Laurinburg KFC Take Home, Inc.	709 N. JK Powell Boulevard	Whiteville	NC	28472		910/642-3054	
J970034	Laurinburg KFC Take Home, Inc.	2526 Carolina Beach Road	Wilmington	NC	28401		910/763-5341	
J970047	Laurinburg KFC Take Home, Inc.	5120 Market Street	Wilmington	NC	28405		910/796-6654	
C760002	Rocky Rasmussen Enterprises, Inc.	220 S. Jeffers Street	rth Platte	NE	69101		308/532-8900	Y
G205007	Clare****, Inc.	255 Washington Street	Claremont	NH	03743		603/542-9427	
026358	Hospitality Syracuse, Inc.	776 East Main Street	Cobleskill	NY	12043	****	518/234-3315	
26359	Hospitality Syracuse, Inc.	6 Kendall Way	Malta	NY	12020		518/899-9740	Y
K273033	Five Star, Limited Partnership	4250 Broadway	New York	NY	10033		646/694-9315	Y
J970050	Laurinburg KFC Take Home, Inc.	1073 Sumter Highway	Bennettsville	SC	29512		843/479-8015	
J970046	Laurinburg KFC Take Home, Inc.	1624 Church Street	Bishopville	SC	29010		803/428-4244	
D121010	O Inc.	4004 Highway 9	Boiling Springs	SC	29316		864/754-3993	Y
J970022	Laurinburg KFC Take Home, Inc.	477 15-401 Bypass West	Cheraw	SC	29520		843/537-3371	
J970043	Laurinburg KFC Take Home, Inc.	427 Chesterfield Highway	Conway	SC	29526		843/438-8499	
J970007	Laurinburg KFC Take Home, Inc.	808 Highway 301 rth	Dillon	SC	29536		843/774-5402	
J120113	Luihn VantEdge Partners, LLC	201 N. Longstreet Street	Kingstree	SC	29556		843/354-7717	
D121004	O Inc.	1459 W. O. Ezell Boulevard	Spartanburg	SC	29301		864/574-7722	Y
D121006	O Inc.	228 Cedar Springs Road	Spartanburg	SC	29302		864/582-5425	Y
D121007	O Inc.	1797 Asheville Highway	Spartanburg	SC	29303		864/542-0700	Y
D121009	O Inc.	542 rth Duncan By-Pass	Union	SC	29379		864/427-3100	Y
J718232	JRN, Inc.	11200 Highway 51 South	Ato*	TN	38004	****	901/837-8226	
J718132	JRN, Inc.	2560 Anderson Avenue	Brownsville	TN	38012		731/772-6048	
D446006-KF	Five Star, Limited Partnership	2725 Fort Campbell Boulevard	Clarksville	TN	37042		931/431-3548	Y

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2024

D446014-KF	Five Star, Limited Partnership	3051 Guthrie Highway	Clarksville	TN	37040		931/648-4776	Y
J718047	JRN, Inc.	1105 S. Jefferson Avenue	Cookeville	TN	38506		931/526-2417	
J718079	JRN, Inc.	410 Highland Square	Crossville	TN	38555		931/484-1313	
J718277	JRN, Inc.	528 Highway 46, S.	Dickson	TN	37055		615/446-7358	
J718024	JRN, Inc.	2408 Lake Road	Dyersburg	TN	38024		731/285-9373	
J718167	JRN, Inc.	1319 Murfreesboro Road	Fran**in	TN	37064		615/790-8687	
J718250	JRN, Inc.	675 Nashville Pike	Gallatin	TN	37066		615/452-7409	
J718227	JRN, Inc.	2051 rth Highland Avenue	Jackson	TN	38305		731/664-7432	
J718237	JRN, Inc.	5001 Murfreesboro Road	La Vergne	TN	37086		615/213-1177	
J718290	JRN, Inc.	451 Highway 52 Bypass West	Lafayette	TN	37083		615/688-1050	
J718280	JRN, Inc.	710 S. Cumberland Street	Leban	TN	37087		615/449-0971	
J718004	JRN, Inc.	1410 Smithville Hwy.	McMinnville	TN	37110		931/473-3348	
J718327	JRN, Inc.	8611 US Highway 51 N	Millington	TN	38053		901/245-3699	
J718145	JRN, Inc.	2205 Old Fort Parkway	Murfreesboro	TN	37129		615/895-6609	
J718220	JRN, Inc.	1816 Memorial Blvd.	Murfreesboro	TN	37129		615/893-5726	
J718216	JRN, Inc.	2634 Murfreesboro Road	Nashville	TN	37217		615/367-0668	
J718168	JRN, Inc.	336 Harding Pl.	Nashville	TN	37211		615/834-2904	
J718021	JRN, Inc.	911 Mineral Wells	Paris	TN	38242		731/642-4075	
D446003-MB	Five Star, Limited Partnership	310 West Main Street	Waverly	TN	37185	****	931/296-2434	Y
J625103	Ampex Brands West Texas LLC	1711 Gregg Street	Big Spring	TX	79720		432/271-3779	
J625109	Ampex Brands West Texas LLC	11153 Leopard Street	Corpus Christi	TX	78410		361/520-4774	
J625110	Ampex Brands West Texas LLC	2111 S. Staples Street	Corpus Christi	TX	78404		361/360-3205	
J625111	Ampex Brands West Texas LLC	5633 Saratoga Boulevard	Corpus Christi	TX	78414		361/288-1791	
J625104	Ampex Brands West Texas LLC	1304 N. U.S. Highway 285	Fort Stockton	TX	79735		432/299-0634	
J625103	Tahir Food Corporation	2801 Broadway St.	Galveston	TX	77550		409/762-5933	Y
J625106	West Texas Foods, LLC	904 College Avenue	Levelland	TX	79336		806/894-7606	
J625114	Ampex Brands Lubbock, LLC	1208 50th Street	Lubbock	TX	79412		806/747-5656	
J625115	Ampex Brands Lubbock, LLC	215 University Avenue	Lubbock	TX	79415		806/686-2923	



## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2024

J625119	Ampex Brands Lubbock, LLC	6411 19th Street	Lubbock	TX	79407		806/785-0400	
J625113	Ampex Brands Lubbock, Inc.	7823 Slide Road	Lubbock	TX	79424		806/794-7655	
J625105	Ampex Brands West Texas LLC	1814 N. Midland Drive	Midland	TX	79707		432/789-1522	
J625108	Ampex Brands West Texas LLC	4727 N. Midkiff Drive	Midland	TX	79705		432/789-1521	
J625107	Ampex Brands West Texas LLC	1520 John Ben Shepperd Parkway	Odessa	TX	79761		432/362-0036	
J625106	Ampex Brands West Texas LLC	1713 N. County Road, W.	Odessa	TX	79763		432/614-0874	
J625212	Ampex Brands of Pecos, LLC	5102 S. Cedar Street	Pecos	TX	79772		432/447-0886	
J625117	Ampex Brands Lubbock, LLC	1900 W. Fifth & Raleigh	Plainview	TX	79072		806/429-0331	
J625112	Ampex Brands West Texas LLC	2020 Hwy 181	Portland	TX	78374		361/643-3000	
J625275	Ampex Brands of Cleburne, Inc.	1402 North Bryant Blvd.	San Angelo	TX	76903		325/266-0584	
J625102	Ampex Brands West Texas LLC	1801 S. Bryant Boulevard	San Angelo	TX	76903		325/617-5970	
J718072	JRN, Inc.	1705 N. Emmet Street	Charlottesville	VA	22901		434/295-5158	
J718288	JRN, Inc.	107 Cloverleaf Drive	Emporia	VA	23847	****	434/634-3122	
J718254	JRN, Inc.	1290 Armory Drive	Fran**in	VA	23851	****	757/569-9105	
J718089	JRN, Inc.	10243 Patriot Hwy	Fredericksburg	VA	22407		540/898-7487	
J718150	JRN, Inc.	302 Hanson Avenue	Fredericksburg	VA	22401		540/373-0130	
J718234	JRN, Inc.	6975 George Washington Mem. Hwy.	Gloucester	VA	23061		804/693-9482	
J718110	JRN, Inc.	100 Walker Street	Lexington	VA	24450		540/463-9622	
J718215	JRN, Inc.	2301 Wards Road	Lynchburg	VA	24502		434/239-5278	
J718057	JRN, Inc.	20250 Timberlake Road	Lynchburg	VA	24502		434/237-2758	
J718058	JRN, Inc.	117 Lakeview Drive, Semile Shopping Center	Madison Heights	VA	24572		434/845-9283	
J718059	JRN, Inc.	5209 Williamson Road	Roake	VA	24012		540/362-3187	
J718148	JRN, Inc.	3401 Orange Avenue	Roake	VA	24012		540/344-8826	
J718149	JRN, Inc.	4057 Electric Road	Roake	VA	24018		540/774-1722	
J718163	JRN, Inc.	1800 West Main Street	Salem	VA	24153		540/375-9188	
J718088	JRN, Inc.	2838 Jefferson Davis Highway	Stafford	VA	22554		540/659-6106	
J718111	JRN, Inc.	915 N. Main	Suffolk	VA	23434		757/934-8606	
J718061	JRN, Inc.	713 Hardy Road	Vinton	VA	24179		540/343-8729	

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2024

J718236	JRN, Inc.	2015 Rosser Avenue	Waynesboro	VA	22980		540/942-1329	
J718246	JRN, Inc.	1545 Richmond Road	Williamsburg	VA	23185		757/229-7212	
G205006	Bratt KT, Inc.	1007 Putney Road	Brattleboro	VT	05301	***	802/257-1446	Y
G141001	G & J Restaurants Corporation	920 Washington Way	Longview	WA	98632	*	360/425-4040	

11 Multibrand Locations (11 of 168)

\* KA Multibrand (1)

\*\* KL Multibrand (1)

\*\*\* KP Multibrand (0)

\*\*\*\* KT Multibrand (9)

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

**EXHIBIT M**

**STATE ADDENDA AND AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
KFC US, LLC**

The following are additional disclosures for the Franchise Disclosure Document of KFC US, LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to Franchisee if the applicable state franchise registration and disclosure law applies to you.

**FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

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

**HAWAII**

**DO NOT SIGN THE REPRESENTATIONS AND ACKNOWLEDGEMENT STATEMENT (ATTACHED AS EXHIBIT W TO THE FDD) IF YOU ARE LOCATED, OR YOUR KFC OUTLET WILL BE LOCATED, IN THE STATE OF HAWAII.**

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS,**

## CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

### ILLINOIS

1. The “Summary” section of Item 17(v) in the tables pertaining to the Option Agreement and Development Agreement, entitled **Choice of forum**, are deleted in their entirety.

2. The “Summary” section of Item 17(w) in each table, entitled **Choice of law**, is deleted and replaced with the following:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois apply.

3. The following paragraph is added to the end of Item 17:

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

### MARYLAND

1. The following is added to the end of the "Summary" sections of Item 17(c) in the table pertaining to the Franchise Agreement, entitled **Requirements for you to renew or extend**, and Item 17(m) in the table pertaining to the Franchise Agreement, entitled **Conditions for KFCLLC’s approval of transfer**:

However, under COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the "Summary" section of Item 17(h) in the tables pertaining to the Franchise Agreement and Development Agreement, entitled **"Cause" defined – defaults which cannot be cured**:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The "Summary" sections of Item 17(v) in the tables pertaining to the Option Agreement, and Development Agreement, entitled **Choice of forum**, and 17(w) in the tables pertaining to the Franchise Agreement, Option Agreement, and Development Agreement entitled **Choice of law**, are amended to add the following:

A franchisee may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following language is added to the end of the chart in Item 17:

Despite any contradicting provision in the Development Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

## **MINNESOTA**

1. **Trademark Indemnification.** The following is added at the end of Item 13:

Provided Franchisee has complied with all provisions of the Franchise Agreement applicable to the Marks, KFC will protect Franchisee's rights to use the Marks and KFC also will indemnify Franchisee from any loss, costs or expenses from any claims, suits or demands regarding Franchisee's use of the Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

2. **Renewal, Termination, Transfer and Dispute Resolution.** The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) of the Option Agreement and Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit KFC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, Option Agreement or Franchise Agreement can abrogate or reduce any of or Franchisee's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulation or provision in the Option Agreement or Franchise Agreement will in any way abrogate or reduce any of Franchisee's rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

3. The following is added at the end of Item 17:
  - a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
  - b. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

## **NORTH DAKOTA**

1. The section of the Item 6 chart, entitled **Liquidated Damages**, is deleted in its entirety.

2. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. The following language is added to the end of the “Summary” section of Item 17(v) in the table pertaining to the Development Agreement, entitled **Choice of forum**:

Notwithstanding the foregoing, to the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota for claims under the North Dakota Franchise Investment Law.

4. The “Summary” section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the Commonwealth of Kentucky will apply.

## **WASHINGTON**

1. The following paragraph is added at the end of Item 17:

The State of Washington has as statute, RCW 19.100.180, which may supersede the Option Agreement, Franchise Agreement and/or Development in your

relationship with KFCLLC, including the areas of termination and renewal of your license. There may also be court decisions which may supersede the Option Agreement, Franchise Agreement and/or Development t in your relationship with KFCLLC, including the areas of termination and renewal of your license.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the “Act”) shall prevail.

A release or waiver of rights executed by you shall not include rights under the Act except when executed pursuant to a negotiated settlement after the Option Agreement, Franchise Agreement and/or Development 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 jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.



**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located in Illinois, and/or (b) Franchisee is domiciled in Illinois.

2. **GOVERNING LAW.** Section 20.8 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Franchisee will be governed by the laws of the State of Illinois without regard to its conflict of laws rules.

3. **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as Section 22 of the Franchise Agreement:

**ILLINOIS FRANCHISE DISCLOSURE ACT**

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

(signature page follows)

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**KFC US, LLC**

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Maryland, and/or (b) the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located in Maryland.

2. **NON-WAIVER.** The following is added to the end of Section 2 of the Franchise Agreement:

To the extent so required by applicable law, these acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY.** The following is added to the end of Section 17.2(a) of the Franchise Agreement:

; however, KFC and Franchisee acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **GOVERNING LAW.** Section 20.8 is deleted and replaced with the following:

20.8 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Franchisee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**KFC US, LLC**

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota

2. **NON-WAIVER.** The following is added to the end of Section 20.4 of the Franchise Agreement:

a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

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

3. **TRADEMARK INFRINGEMENT.** The following sentence is added to the end of Section 20.7 of the Franchise Agreement:

Provided Franchisee has complied with all provisions of this Agreement applicable to the Marks, KFC will protect Franchisee’s right to use the Marks and will indemnify Franchisee from any loss, costs or expenses arising out of any claims, suits or demands regarding Franchisee’s use of the Marks in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

4. **NEW AGREEMENT UPON EXPIRATION AND TERMINATION OF AGREEMENT.** The following is added to the end of Sections 4 and as a new Section 17.5 to the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain

specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

5. **GOVERNING LAW.** The following statement is added at the end of Section 20.8 of the Franchise Agreement:

Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under Minnesota Statutes Chapter 80C or Franchisee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

(signature page follows)

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**KFC US, LLC**

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **GOVERNING LAW.** Section 20.8 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Franchisee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

3. **COVENANT NOT TO COMPETE/NON-SOLICITATION.** The following is added to the end of Section 15.1 of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, KFC will enforce the covenants to the maximum extent the law allows.

4. **LIMITATIONS OF CLAIMS.** The following is added to the end of Section 20 of the Franchise Agreement:

The statutes of limitations under North Dakota Law applies with respect to claims arising under the North Dakota Franchise Investment Law.

(signature page follows)

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**KFC US, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

**FRANCHISEE:**

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_(“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Washington; and/or (b) the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, the Franchise Agreement shall be modified as follows:

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

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

A release or waiver of rights executed by Franchisee shall not include rights under the Act, except when executed pursuant to a negotiated settlement after the Franchise 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, or rights or remedies under the Act, such as a right to a jury trial, might not be enforceable.

Transfer fees are collectable if they reflect KFC’s reasonable estimate or actual costs in effecting a transfer.

(signature page follows)

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**KFC US, LLC**

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
OPTION AGREEMENT**

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Option Agreement occurred in Illinois and the KFC Outlet that Optionee will operate under the Option Agreement will be located in Illinois, and/or (b) Optionee is domiciled in Illinois.

2. **GOVERNING LAW.** The first sentence of Section 10 of the Option Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Optionee will be governed by the laws of the State of Illinois without regard to its conflict of laws rules.

3. **CHOICE OF FORUM.** The second sentence of Section 10 of the Option Agreement is deleted in its entirety.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Option Agreement.

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

[Name] \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) Optionee is domiciled in Maryland, and/or (b) the KFC Outlet that Optionee will operate under the Option Agreement will be located in Maryland.

2. **ACKNOWLEDGMENT.** The following is added to the end of Section 10 of the Option Agreement:

To the extent so required by applicable law, these acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW; CONSENT TO JURISDICTION.** Section 13 is deleted and replaced with the following:

**13. Governing Law; Consent to Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Optionee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

Optionee consents and waives any objection to the jurisdiction and venue of any state or federal court of general jurisdiction in Jefferson County, Kentucky regarding any action relating to this Agreement (including, without limitation, the construction, interpretation and enforcement of this Agreement); and the parties agree that any action brought by either against the other relating to this Agreement must be brought and maintained in federal court in Jefferson County, Kentucky, unless subject matter jurisdiction is lacking, in which event such action shall be brought in state court in Jefferson County, Kentucky. If either party substantially

prevails against the other in any action brought regarding this Agreement, such party shall be entitled, in addition to any judgment entered in its favor, to recover from the other its reasonable costs and expenses, including attorneys' fees. Notwithstanding the foregoing, Optionee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Option Agreement.

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) the KFC Outlet that Optionee will operate under the Option Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Option Agreement occurred in Minnesota

2. **NOTIFICATION OF INFRINGEMENT AND CLAIMS.** The following sentence is added to the end of Section 6 of the Option Agreement:

Provided Optionee has complied with all provisions of this Agreement applicable to the Marks, KFC will protect Optionee’s right to use the Marks and will indemnify Optionee from any loss, costs or expenses arising out of any claims, suits or demands regarding Optionee’s use of the Marks in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

3. **TERMINATION OF AGREEMENT.** The following is added to the end of Sections 6 to the Option Agreement:

However, with respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Optionee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **CHOICE OF VENUE AND GOVERNING LAW.** The following language is added to the end of Section 10 of the Option Agreement:

Notwithstanding the foregoing, Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit KFC, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Optionee’s rights under Minnesota Statutes Chapter 80C or Optionee’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Option Agreement.

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Optionee is a resident of North Dakota and the KFC Outlet that Optionee will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **GOVERNING LAW/CONSENT TO JURISDICTION.** Section 10 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Optionee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section. Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, Optionee may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) Optionee is domiciled in Washington; and/or (b) the KFC Outlet that Optionee will operate under the Option Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Option Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Option Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, the Option Agreement shall be modified as follows:

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

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

A release or waiver of rights executed by Optionee shall not include rights under the Act, except when executed pursuant to a negotiated settlement after the Option 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, or rights or remedies under the Act, such as a right to a jury trial, might not be enforceable.

Transfer fees are collectable if they reflect KFC’s reasonable estimate or actual costs in effecting a transfer.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Option Agreement.

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
DEVELOPMENT AGREEMENT**

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Development Agreement occurred in Illinois and the KFC Outlet that Developer will operate under the Development Agreement will be located in Illinois, and/or (b) Developer is domiciled in Illinois.

2. **GOVERNING LAW.** Section 11.G. of the Development Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Developer will be governed by the laws of the State of Illinois without regard to its conflict of laws rules.

3. **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as a new Section 11.M of the Development Agreement:

**ILLINOIS FRANCHISE DISCLOSURE ACT**

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

(signature page follows)

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Development Agreement.

**KFC US, LLC**

**DEVELOPER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Maryland, and/or (b) the KFC Outlets that Developer will operate under the Development Agreement will be located in Maryland.

2. **INSOLVENCY.** The following is added to the end of Section 8.A(1) of the Development Agreement:

; however, KFC and Developer acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

3. **NON-WAIVER.** The following is added to the end of Section 8.E of the Development Agreement:

To the extent so required by applicable law, these acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. **GOVERNING LAW; FORUM.** Section 11.G is deleted and replaced with the following:

**G. GOVERNING LAW; FORUM.** Except to the extent governed the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Developer will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Development Agreement.

**KFC US, LLC**

**DEVELOPER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “the Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) the KFC Outlets that Developer will develop under the Development Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in Minnesota

2. **NEW AGREEMENT UPON EXPIRATION AND TERMINATION OF AGREEMENT.** The following is added to the end of Section 2.B. and as a new Section 8.G. to the Development Agreement:

However, with respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Developer be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

3. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** The first sentence of Section 8.E of the Development Agreement is deleted.

4. **DAMAGES.** The following statement is added at the end of Section 9 of the Development Agreement:

KFC and Developer acknowledge that certain parts of this provision might not be enforceable under Min. Rule 2860.4400J. However, KFC and Developer agree to enforce this provision to the extent the law allows.

5. **NON-WAIVER.** The following is added to the end of Section 11.D. of the Development Agreement:

a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

b. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including,

fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

6. **GOVERNING LAW; FORUM.** The following statement is added at the end of Section 11.G. of the Development Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Min. Rule 2860.4400J prohibit KFC, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Developer's rights under Minnesota Statutes Chapter 80C or Developer's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Development Agreement.

**KFC US, LLC**

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is a resident of North Dakota and any of the KFC Outlets that Developer will develop under the Development Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in North Dakota.

2. **GOVERNING LAW; FORUM.** Section 11.G. of the Development Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Developer will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section. Any dispute regarding the terms of this Agreement shall be exclusively brought in the state and federal courts of the Commonwealth of Kentucky, Louisville division. However, to the extent required by North Dakota Franchise Investment Law, Developer may bring an action in North Dakota.

3. **DAMAGES.** The following language is added to the end of Section 9 of the Development Agreement:

KFC and Developer acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, KFC and Developer agree to enforce the provision to the extent the law allows.

4. **WAIVER OF PUNITIVE DAMAGES.** To the extent required by the North Dakota Franchise Investment Law, the first sentence of Section 8.E of the Development Agreement is deleted.

(signature page follows)

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Development Agreement.

**KFC US, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

**DEVELOPER:**

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_(“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Washington; and/or (b) any of the KFC Outlets that Developer will develop under the Development Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Development Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Development Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, the Development Agreement shall be modified as follows:

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

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

A release or waiver of rights executed by Developer shall not include rights under the Act, except when executed pursuant to a negotiated settlement after the Development 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, or rights or remedies under the Act, such as a right to a jury trial, might not be enforceable.

(signature page follows)

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Development Agreement.

**KFC US, LLC**

**DEVELOPER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT N**  
**GUARANTY**

## GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce KFC US, LLC, a limited liability company ("KFC"), its parents, subsidiaries, affiliates, successors, and assigns, and/or KFC National Council and Advertising Cooperative, Inc., a Delaware corporation, (hereinafter referred to as "Obligees," whether one or more) to enter into certain Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases and to do certain business with [Legal Entity Name](the "Obligor"), of [City/State of Legal Entity's corporate offices], the undersigned (hereinafter referred to as the "Guarantors," whether one or more) jointly and severally guarantee unconditionally and absolutely to Obligees that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases between Obligees and the Obligor, and all renewals, extensions and amendments thereof, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases (collectively the "Guaranteed Obligations"), relating to or arising out of the operation of each of the Kentucky Fried Chicken restaurant(s) (hereinafter referred to as the "Outlet(s)") set forth on the attached **Schedule 1**, as it may be amended periodically.

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally with other guarantors of the Guaranteed Obligations, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by KFC, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor or any other guarantors of the Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other guarantors of the Guaranteed Obligations, including other Guarantors, as parties thereto. If Obligees institute and prevail entirely in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorneys' fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail entirely in any claim instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails entirely, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities. This Guaranty has been made and accepted in the Commonwealth of Kentucky, and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

Guarantors hereby unconditionally and absolutely guarantee the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligees or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantors agree that Obligees shall in no way be obligated to bring or prosecute any action against Obligor of said Guaranteed Obligations or make any demand on Obligor or give any notice of any kind to any party. Obligees shall not be liable or accountable in any respect, nor shall Guarantors have a right of recourse against Obligees by reason of, any act or omission on the part of Obligees in connection with any of the matters herein mentioned.

The amount of the maximum aggregate liability of the Guarantors for the Guaranteed Obligations, with the other guarantors of the Guaranteed Obligations is identified on **Schedule 1**, as it may be amended periodically; provided, however, all guarantors of the Guaranteed Obligations are jointly and severally liable for the Guaranteed Obligations. The date on which this Guaranty terminates is five years after the expiration, of the last Franchise Agreement (including any renewal or extension thereof) executed for any of the Outlets in Schedule 1, provided, however, that such termination shall not affect the liability of the Guarantors with respect to:

- (1) Guaranteed Obligations created or incurred prior to such date; or
- (2) Extensions or renewals of, interest accruing on, or fees, costs, or expenses incurred with respect to, such Guaranteed Obligations on or after such date.

Guarantors acknowledge and agree that they have previously executed one or more guaranties associated with certain Outlets set forth in Schedule 1 (the “Existing Guaranties”), and that the execution by Guarantors of this Guaranty shall not terminate or otherwise release Guarantors from the Existing Guaranties with respect to obligations that accrued prior to the date hereof. However, Guarantors further acknowledge and agree that the maximum aggregate liability set forth above for this Guaranty shall apply to all the Outlets set forth on Schedule 1 from and after the date hereof, whether subject to the Existing Guaranties or not.

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_  
[Guarantor 1 First and Last Name]

\_\_\_\_\_  
[Guarantor 2 First and Last Name]

**SCHEDULE 1 TO GUARANTY**

**Executed on [insert date guaranty originally executed]**

**Effective Date: This Schedule 1 is effective  
as of \_\_\_\_\_**

The maximum aggregate liability of the Guarantors for the Guaranteed Obligations is \$\_\_\_\_\_.

**Outlet ID #                      Outlet Address**  
\_\_\_\_\_

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_  
[Guarantor 1 First and Last Name]

\_\_\_\_\_  
[Guarantor 2 First and Last Name]

**EXHIBIT O**  
**CONTROL PERSON ADDENDUM**

## **CONTROL PERSON ADDENDUM**

THIS CONTROL PERSON ADDENDUM is entered into as of \_\_\_\_\_, by and between KFC US, LLC, a Delaware limited liability company having its principal place of business in Louisville, Kentucky (hereinafter referred to as "KFC") and [Legal Entity Name], a(n) [Legal Entity State of Incorporation] [Legal Entity Organization Type] having its principal place of business in [City and State of Legal Entity's corporate offices] (hereinafter referred to as "Franchisee"), and shall serve as an addendum to the Kentucky Fried Chicken Franchise Agreement(s) (the "Franchise Agreement(s)") relating to the outlet(s) (the "Outlets") listed on the attached **Schedule 1** which is hereby incorporated by reference.

Whereas, the Franchise Agreement(s) state that Franchisee will identify a "Control Person" who shall be the individual who has the authority to, and does in fact, actively direct the business affairs of the Franchisee with respect to the Outlet(s).

Whereas KFC and Franchisee desire to identify the Control Person for the Franchisee and the Outlets.

Now, therefore, the parties agree as follows:

1. Franchisee's ownership, and the ownership of any parent and affiliated companies, as of the date of this agreement, including the percentage of ownership held by each person, is set forth below.

<u>NAME</u>	<u>PERCENTAGE</u>
[Owner 1 Name]	[Owner 1 Percentage]%
[Owner 2 Name]	[Owner 2 Percentage]%

2. KFC may transact all business between it and the Franchisee by communicating with and accepting communications from, or otherwise conducting the mutual affairs of the franchisor/franchisee relationship with [KFC Control Person Name], who shall be the Control Person of the Franchisee (hereinafter "Franchisee Control Person"). Franchisee Control Person shall be the person responsible for the control and operation of the Outlets.
3. KFC may communicate by electronic mail with Franchisee Control Person by using the following email address: [KFC Control Person e-mail address]. Franchisee Control Person will timely notify KFC of changes to this email address. Nothing in this Section 3 alters or amends Section 20.9 (Notices) of the Franchise Agreements.

**EXECUTED** as of the first date hereinabove stated.

KFC US, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

[Legal Entity Name]

By: \_\_\_\_\_

[FZ Officer Name]

[FZ Officer Title]

Shareholders, Partners, Members or Tenants in Common (as the case may be, on their individual behalf)

\_\_\_\_\_  
[Owner 1 Name]

\_\_\_\_\_  
[Owner 2 Name]



**SCHEDULE 1**

KFC Outlet ID	KFC Outlet Address
[KFC Outlet ID#]	[KFC Outlet address]

**EXHIBIT P**  
**RENEWAL ADDENDUM**  
**(TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT)**

**RENEWAL ADDENDUM TO  
KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

**THIS RENEWAL ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT** (this “**Addendum**”) is made as of \_\_\_\_\_ (the “**Agreement Date**”) by and between KFC US, LLC, a Delaware limited liability company (“**KFC**”) and [Legal Entity name] a(n) [Legal Entity State of Incorporation] [Legal Entity Organization Type] (“**Franchisee**”).

**RECITALS**

A. *KFC and Franchisee are parties to a franchise agreement dated [current Franchise Agreement Date]* (the “**Prior Franchise Agreement**”) pursuant to which Franchisee operates a Kentucky Fried Chicken outlet located at [KFC Outlet Address] (the “**Outlet**”).

B. The Prior Franchise Agreement will expire under its own terms on [current Franchise Agreement Expiration Date] and Franchisee has expressed a desire to renew the franchise to operate the Outlet.

C. Simultaneously with the execution of this Addendum, KFC and Franchisee have executed KFC’s current form of franchise agreement (the “**Franchise Agreement**”) for the continuing operation of the Outlet.

KFC and Franchisee have agreed to certain modifications of the Franchise Agreement to reflect that the Franchise Agreement is to renew the existing franchise to operate the Outlet.

**AGREEMENT**

In consideration of the above recitals and the provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date and Conditions Precedent.** The Franchise Agreement shall become effective on the expiration date of the Prior Franchise Agreement (the “**Effective Date**”), subject to Franchisee’s satisfaction of the following conditions precedent:

(a) Franchisee pays to KFC the then-current renewal fee, which renewal fee is in lieu of paying an initial franchise fee;

(b) As of the Effective Date, Franchisee must be current in all financial obligations and debts owed to KFC and the KFC National Council and Advertising Cooperative, Inc., whether arising under the Franchise Agreement, Advertising Agreement, other agreements with KFC, or any promissory notes or other evidences of indebtedness; and

(c) Simultaneously with the execution of the Franchise Agreement and this Addendum, Franchisee must sign the Advertising Agreement.

If, however, Franchisee fails to satisfy any of the above conditions by the Effective Date, then the Franchise Agreement will not go into effect and Franchisee will be required to comply with all post-expiration

obligations under the Prior Franchise Agreement, including, without limitation, those set forth in Sections 3.4, 5.5 and 15.1 of the Prior Franchise Agreement.

2. **Term.** The first sentence of Section 3.3 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

The License Term shall expire on the 10<sup>th</sup> anniversary of the Effective Date, subject to earlier termination or expiration pursuant to this Agreement.

3. **Franchisee's Continuing Obligations.**

(a) In consideration of KFC granting to Franchisee the renewal Franchise Agreement, Franchisee agrees, at its sole cost and expense, to upgrade or relocate the Outlet and complete any maintenance or repairs in accordance with the timeline and requirements described on Exhibit A to this Addendum. All upgrades, modifications, and repairs shall be in accordance with KFC's current standards and image. Plans must be submitted to and approved in writing by KFC Architecture & Design prior to commencing construction. Franchisee shall have the sole responsibility for communicating with KFC to insure the timely receipt by Franchisee of KFC's standards, image, plans and approvals, in order to allow the full and timely completion by Franchisee of the above-referenced requirement(s). It shall be the Franchisee's sole responsibility to comply with the local law regarding the securing of any architect stamps, permits, licenses, or other necessary governmental approvals and bear the sole responsibility and associated cost of such. Franchisee acknowledges that such requirements are not intended to limit Franchisee's obligations under the Franchise Agreement in any way.

(b) The time for completing the obligations defined under this Section 3 may be extended if completion is delayed or prevented by a cause or causes beyond the reasonable control of Franchisee and which Franchisee could not reasonably have foreseen, provided that (i) Franchisee makes a written request for an extension of time, setting forth the obligation for which an extension is requested, the reason for the delay and the amount of extension requested for such obligation (not to exceed 90 days); (ii) KFC approves such extension in writing, which approval shall not be unreasonably withheld; (iii) as a condition to its approval of an extension KFC may require current reports on Franchisee's financial capabilities and may require that the Franchise Agreement be replaced on the then current form upon which new renewals are being granted at the time of such extension; and (iv) all of Franchisee's obligations set forth in this Agreement subsequent to the extended obligation are extended the same amount of time as the requested extension; and (v) in no event shall KFC be required to grant an extension that would result in the time of performance by Franchisee of any of its obligations hereunder being extended later than ninety (90) days after the date required by this Addendum.

(c) If Franchisee fails to satisfy its obligations under this Section 3 and fails to cure such default within thirty (30) days of receipt of written notice from KFC of such default, then automatically and without further action required from KFC, the Franchise Agreement will terminate on the thirty-first (31<sup>st</sup>) day following Franchisee's receipt of written notice of such default. Upon such termination of the Franchise Agreement, Franchisee will be required to comply with all post-termination obligations, including, without limitation, those set forth in Sections 3.4, 5.5 and 15.1 of the Franchise Agreement.

4. **Services by KFC.**

(a) Section 7 of the Franchise Agreement shall be amended by replacing “initial franchise fee” with “renewal fee.”

(b) Franchisee acknowledges and agrees that KFC previously provided all initial services in connection with the Prior Franchise Agreement; therefore, Franchisee is not entitled to additional initial services.

5. **Time of the Essence.** Time is of the essence of this Addendum. The conditional consent to renew the franchise has been granted in reliance on Franchisee’s representations and assurances that it will duly and timely perform the conditions and requirements described in Section 3 of this Addendum.

6. **Expiration of Prior Franchise Agreement.** As of the Effective Date of the Franchise Agreement, the Prior Franchise Agreement shall expire and have no further force and effect.

7. **Employment Relationship.** Franchisee acknowledges and agrees that it is solely responsible for all decisions relating to employees, agents, and independent contractors that it may hire to assist in the operation of the Outlet. Any employee, agent or independent contractor that Franchisee hires is Franchisee’s employee, agent or independent contractor, and not KFC’s employee, agent or independent contractor. Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee’s employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Outlet in compliance with federal, state, and local employment laws.

8. **Miscellaneous.**

(a) **Recitals.** The recitals above are true and correct and are incorporated herein by reference and made a part of this Addendum.

(b) **Defined Terms.** All defined terms used but not defined in this Addendum shall have the meanings given to them in the Franchise Agreement.

(c) **Amendment.** Neither this Addendum nor any of the terms hereof may be amended, waived, discharged or terminated unless such amendment, waiver, discharge or termination is in writing signed by the parties hereto.

(d) **Successors and Assigns.** This Addendum and the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(e) **Scope of Addendum.** Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement and any amendments thereto remain in full force and effect.

(f) **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed via facsimile or electronic transmission or other electronic means, and any such executed facsimile or electronic copy shall be treated as an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed by their proper and duly authorized officers as of the Agreement Date.

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

**[Franchisee Entity Name]**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: **[FZ Officer Name]**

Title: \_\_\_\_\_

Title: **[FZ Officer Title]**

**EXHIBIT A**  
**UPGRADE REQUIREMENTS**

Requirement: [Asset Upgrade Obligation - Major Remodel/Scrape & Rebuild/Relocate/TBD]  
Upgrade Due Date: [Asset Obligation Due Date]  
Image: American Showman

Requirement: install physically separate refrigerated chicken holding  
Due Date: [Asset Obligation Due Date]

**EXHIBIT Q**  
**REBUILD/RELOCATE ADDENDA**



**RENEWAL TERM EXTENSION ADDENDUM TO  
KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

**THIS RENEWAL TERM EXTENSION ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT** (this “**Addendum**”) is made as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between KFC US, LLC, a Delaware limited liability company (“**KFC**”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“**Franchisee**”).

**RECITALS**

A. KFC and Franchisee are parties to a franchise agreement dated \_\_\_\_\_ (the “**Prior Franchise Agreement**”), pursuant to which Franchisee operates a Kentucky Fried Chicken Outlet located at \_\_\_\_\_ (the “**Outlet**”).

B. The Prior Franchise Agreement is scheduled to expire on \_\_\_\_\_, 20\_\_.

C. [Franchisee desires to relocate the Outlet to \_\_\_\_\_.] [use only for relocate]

D. Franchisee will [rebuild/relocate] [*delete whichever is inapplicable*] the Outlet prior to the expiration of the term of the Prior Franchise Agreement and in connection with such [rebuild/relocation], KFC and Franchisee have agreed to renew the franchise to operate the Outlet prior to the expiration of the term of the Prior Franchise Agreement, pursuant to the option for a renewal term extension for an outlet rebuild or relocation as outlined in that certain Acceleration Agreement by and among KFC, the KFC National Council and Advertising Cooperative, Inc. (“**NCAC**”) and the Association of Kentucky Fried Chicken franchisees dated January 31, 2015 of which franchisees are third party beneficiaries.

E. Simultaneously with the execution of this Addendum, KFC and Franchisee have executed KFC’s current form of franchise agreement (the “**Franchise Agreement**”) for the continuing operation of the Outlet.

F. KFC and Franchisee acknowledge and agree that the Effective Date shall be the date on which the [rebuilt Outlet re-opens/relocated Outlet opens] [*delete whichever is inapplicable*]

G. KFC and Franchisee have agreed to certain modifications of the Franchise Agreement to reflect that the Franchise Agreement is to renew the existing franchise to operate the Outlet.

**AGREEMENT**

In consideration of the above recitals and the provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date and Conditions Precedent.** The Franchise Agreement shall become effective on the Effective Date, subject to Franchisee's satisfaction of the following conditions precedent:

(a) Franchisee pays to KFC two times the then-current renewal fee, which renewal fee is in lieu of paying an initial franchise fee; and

(b) Simultaneously with the execution of the Franchise Agreement and this Addendum, Franchisee must sign the Advertising Agreement.

2. **Term.** The first sentence of Section 3.3 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

The License Term shall expire on the 20<sup>th</sup> anniversary of the Effective Date, subject to earlier termination or expiration pursuant to this Agreement.

3. **New Agreement Upon Expiration.** Section 4(d) of the Franchise Agreement shall be deleted in its entirety and replaced with the following:

Franchisee shall execute a new license agreement on the same form as this Franchise Agreement for the first ten (10) year period; provided that, if the first renewal term will expire before December 31, 2050, Franchisee may purchase additional years such that the renewal term will expire on December 31, 2050, and, thereafter, on the form then being used by KFC, but without any increase in royalty fee or advertising contributions or any change in renewal or assignment provisions or in the protected territory provision contained in Subsection 3.6.

4. **Remodeling and Upgrading of Outlet.** The following language shall be added as new Section 6.5 of the Franchise Agreement:

Franchisee will complete, within six months of the tenth anniversary of the Franchise Agreement Effective Date, a reduced scope remodel and upgrade of the interior and exterior of the Outlet, the parameters and requirements of which shall be established by KFC such that Franchisee will not be obligated to spend more than \$175,000 (adjusted annually to reflect inflation based on the Building Cost Inflation index published by Engineering News Record, or if such index is discontinued, a replacement nationally recognized, industry inflation index reasonably acceptable to KFC and the NCAC, using January 2015 as the base period) to complete such remodel and upgrade.

5. **Services by KFC.**

(a) Section 7 of the Franchise Agreement shall be amended by replacing "initial franchise fee" with "renewal fee."

(b) Franchisee acknowledges and agrees that KFC previously provided all initial services in connection with the Prior Franchise Agreement; therefore, Franchisee is not entitled to additional initial services.

6. **Expiration of Prior Franchise Agreement.** Subject to Franchisee's satisfaction of the conditions precedent in Section 1 of this Addendum, as of the Effective Date of the Franchise Agreement the Prior Franchise Agreement shall expire and have no further force and effect.

7. **Employment Relationship.** Franchisee acknowledges and agrees that it is solely responsible for all decisions relating to employees, agents, and independent contractors that it may hire to assist in the operation of the Outlet. Any employee, agent or independent contractor that Franchisee hires is Franchisee's employee, agent or independent contractor, and not KFC's employee, agent or independent contractor. Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Outlet in compliance with federal, state, and local employment laws.

8. **Miscellaneous.**

(a) **Recitals.** The recitals above are true and correct and are incorporated herein by reference and made a part of this Addendum.

(b) **Defined Terms.** All defined terms used but not defined in this Addendum shall have the meanings given to them in the Franchise Agreement.

(c) **Amendment.** Neither this Addendum nor any of the terms hereof may be amended, waived, discharged or terminated unless such amendment, waiver, discharge or termination is in writing signed by the parties hereto.

(d) **Successors and Assigns.** This Addendum and the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(e) **Scope of Addendum.** Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement and any amendments thereto remain in full force and effect.

(f) **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed by their proper and duly authorized officers as of the Effective Date.

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

[\_\_\_\_\_]

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RENEWAL TERM EXTENSION ADDENDUM TO  
KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

**THIS RENEWAL TERM EXTENSION ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT** (this “**Addendum**”) is made as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between KFC US, LLC, a Delaware limited liability company (“**KFC**”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“**Franchisee**”).

**RECITALS**

A. KFC and Franchisee are parties to a franchise agreement dated \_\_\_\_\_, \_\_\_\_ (the “**Prior Franchise Agreement**”) pursuant to which Franchisee operates a Kentucky Fried Chicken outlet located at \_\_\_\_\_ (the “**Outlet**”).

B. The Prior Franchise Agreement is scheduled to expire on \_\_\_\_\_, 20\_\_.

C. [Franchisee desires to relocate the Outlet to \_\_\_\_\_.]  
[use only for relocate]

D. Franchisee will [rebuild/relocate] [*delete whichever is inapplicable*] the Outlet prior to the expiration of the term of the Prior Franchise Agreement and in connection with such [rebuild/relocation], KFC and Franchisee have agreed to renew the franchise to operate the Outlet prior to the expiration of the term of the Prior Franchise Agreement, pursuant to the option for a renewal term extension for an outlet rebuild or relocation as outlined in that certain Acceleration Agreement by and among KFC, the KFC National Council and Advertising Cooperative, Inc. (“**NCAC**”) and the Association of Kentucky Fried Chicken franchisees dated January 31, 2015 of which franchisees are third party beneficiaries.

E. Simultaneously with the execution of this Addendum, KFC and Franchisee have executed KFC’s current form of franchise agreement (the “**Franchise Agreement**”) for the continuing operation of the Outlet.

F. KFC and Franchisee acknowledge and agree that the Effective Date shall be the date on which the [rebuilt Outlet re-opens/relocated Outlet opens] [*delete whichever is inapplicable*]

G. KFC and Franchisee have agreed to certain modifications of the Franchise Agreement to reflect that the Franchise Agreement is to renew the existing franchise to operate the Outlet.

**AGREEMENT**

In consideration of the above recitals and the provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date and Conditions Precedent.** The Franchise Agreement shall become effective on the **Effective Date**, subject to Franchisee's satisfaction of the following conditions precedent:

(a) Franchisee pays to KFC two times the then-current renewal fee, which renewal fee is in lieu of paying an initial franchise fee; and

(b) Simultaneously with the execution of the Franchise Agreement and this Addendum, Franchisee must sign the Advertising Agreement.

2. **Term.** Section 3.3 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

The License Term shall expire on the 20<sup>th</sup> anniversary of the **Effective Date**, subject to earlier termination or expiration pursuant to this Agreement. Franchisee has no right hereunder or otherwise to renew or extend this Agreement or the License upon expiration of the License Term.

3. **No New Agreement Upon Expiration.** Section 4 of the Franchise Agreement is hereby deleted in its entirety and replaced with "[Reserved]."

4. **Remodeling and Upgrading of Outlet.** The following language shall be added as new Section 6.5 of the Franchise Agreement:

Franchisee will complete, within six months of the tenth anniversary of the Franchise Agreement Effective Date, a reduced scope remodel and upgrade of the interior and exterior of the Outlet, the parameters and requirements of which shall be established by KFC such that Franchisee will not be obligated to spend more than \$175,000 (adjusted annually to reflect inflation based on the Building Cost Inflation index published by Engineering News Record, or if such index is discontinued, a replacement nationally recognized, industry inflation index reasonably acceptable to KFC and the NCAC, using January 2015 as the base period) to complete such remodel and upgrade. Franchisee will also complete, within six months of the fifth and fifteen anniversaries of the Effective Date, a freshening of the retail appearance of the Outlet in a commercially reasonable manner as determined by KFC, which may include, without limitation and by example, where applicable, changing out worn or broken chairs, tables or tiles; painting; changing wallpaper; freshening landscaping; addressing cosmetic needs at the counter or the restrooms; and other freshening activity of this type.

5. **Services by KFC.**

(a) Section 7 of the Franchise Agreement shall be amended by replacing "initial franchise fee" with "renewal fee."

(b) Franchisee acknowledges and agrees that KFC previously provided all initial services in connection with the Prior Franchise Agreement; therefore, Franchisee is not entitled to additional initial services.

6. **Royalty Rate.** The first sentence of Section 8.1 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

Franchisee shall pay to KFC royalties for the License at the rate of 5% of Gross Revenues (as defined in Section 9) for each month or partial month that the store is in operation.

7. **Expiration of Prior Franchise Agreement.** Subject to Franchisee's satisfaction of the conditions precedent in Section 1 of this Addendum, as of the Effective Date of the Franchise Agreement the Prior Franchise Agreement shall expire and have no further force and effect.

8. **Employment Relationship.** Franchisee acknowledges and agrees that it is solely responsible for all decisions relating to employees, agents, and independent contractors that it may hire to assist in the operation of the Outlet. Any employee, agent or independent contractor that Franchisee hires is Franchisee's employee, agent or independent contractor, and not KFC's employee, agent or independent contractor. Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Outlet in compliance with federal, state, and local employment laws.

9. **Miscellaneous.**

(a) **Recitals.** The recitals above are true and correct and are incorporated herein by reference and made a part of this Addendum.

(b) **Defined Terms.** All defined terms used but not defined in this Addendum shall have the meanings given to them in the Franchise Agreement.

(c) **Amendment.** Neither this Addendum nor any of the terms hereof may be amended, waived, discharged or terminated unless such amendment, waiver, discharge or termination is in writing signed by the parties hereto.

(d) **Successors and Assigns.** This Addendum and the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(e) **Scope of Addendum.** Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement and any amendments thereto remain in full force and effect.

(f) **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. This Addendum or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed by their proper and duly authorized officers as of the Agreement Date.

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

[\_\_\_\_\_]

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT R**

**RESTAURANT TECHNOLOGY AGREEMENT**

## RESTAURANT TECHNOLOGY AGREEMENT

This Restaurant Technology Agreement (“**Agreement**”) is entered into by and between **KFC US, LLC**, a Delaware limited liability company, with its principal business address at 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and [Franchisee Legal Entity], a(n) [State of incorporation/registration] [type of legal entity (e.g., corporation, limited liability company, etc.)] whose principal business address is [Franchisee Legal Entity Principal Business Address] (“**Franchisee**”), effective as of the date signed by KFC (“**Effective Date**”). KFC and Franchisee may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

### Recitals:

KFC and Franchisee are parties to certain Franchise Agreements, and may enter into additional Franchise Agreements in the future, (hereinafter referred to as the “**Franchise Agreements**”), in which KFC granted the Franchisee a license to use the trademarks owned by KFC in connection with the sale of “Kentucky Fried Chicken” and other approved food products at KFC-branded outlets (hereinafter referred to as the “**Outlets**”);

KFC has agreed to license or sublicense certain software and provide certain services to Franchisee in accordance with the terms of this Agreement; and

Franchisee desires to access the software and obtain the services as may be made available from time to time by KFC in accordance with the terms of this Agreement.

### Agreement:

In consideration of the foregoing Recitals and the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### 1. Definitions.

(a) “**Authorized User**” means Franchisee and Franchisee’s employees and authorized agents who are authorized by Franchisee to access and use the Restaurant Technology for the internal use of Franchisee in operating the Outlets only and for no other purpose.

(b) “**Documentation**” means KFC’s user manuals, handbooks, guides, and standards relating to the Restaurant Technology provided by KFC to Franchisee in any form.

(c) “**Employee Data**” means information, data, and other content related to Franchisee’s employees that is submitted, transmitted, created, generated, stored, posted, or otherwise processed or accessed through the Restaurant Technology installed on-site in Franchisee’s Outlets. All Personally Identifiable Information related to Franchisee’s employees shall be part of the Employee Data, to the extent permitted by applicable law.

(d) “**Equipment**” means the on-site equipment, hardware, appliances, products, or other devices that Franchisee will be required to obtain in order to access and use the Restaurant Technology from the Outlets.

(e) **“Licensed Property”** means the Restaurant Technology, the Documentation, and all intellectual property related to the foregoing, including without limitation, the underlying software, algorithms, designs, methodologies, procedures, and proprietary processes of the Restaurant Technology (subject to any third party’s rights to any platform or software component of the Restaurant Technology licensed to KFC, and sublicensed to Franchisee under this Agreement), and the Documentation provided to Franchisee or an Authorized User in connection with the foregoing.

(f) **“Personally Identifiable Information”** means any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, bank account information, credit card information, product purchase history, geolocation data, biometric or health data, government-issued identification numbers, and credit report information. For the avoidance of doubt, this definition includes any information defined as “personal information” or “personally identifiable information” under U.S. state or federal data privacy laws.

(g) **“Restaurant Technology”** means the technology platforms, hardware and software components periodically made available by KFC to its franchisees for use on-site at KFC-branded restaurants from time to time and as may be more particularly described in the applicable Documentation. The required and optional Restaurant Technology made available to franchisees is identified in the KFC standards and specifications provided to franchisees and updated from time to time. The required Restaurant Technology as of the Effective Date is identified on Schedule A. KFC periodically may modify the platforms and software components of the Restaurant Technology that it makes available to franchisees, and will notify Franchisee of any such modifications. Restaurant Technology platforms and software components may include platforms and software components developed by KFC or Third-Party Products. For the avoidance of doubt, Restaurant Technology does not include customer-facing mobile applications or KFC website based platforms and software that are not accessed or operated from hardware that is located on-site at Franchisee’s Restaurants (regardless of whether customer orders are directed to the Outlets from such mobile applications or KFC website based platforms and software), which are covered by KFC’s digital platform standards and the corresponding digital fees.

(h) **“Security Approver”** means Franchisee’s designated authorized representative who administers the Restaurant Technology in Franchisee’s Outlets, including managing system configurations and access by Authorized Users.

(i) **“Services Data”** means information, data, and other content in any form or medium that is submitted, transmitted, created, generated, stored, posted, or otherwise processed or accessed through the Restaurant Technology installed in Franchisee’s Outlets, including all information and data related to customers of Franchisee’s Outlets. All Personally Identifiable Information related to the customers of Franchisee’s Outlets shall be part of the Services Data, to the extent permitted by applicable law.

(j) **“Third-Party Products”** means any third-party products, software, data, or services that are provided with, incorporated into or integrated with the Restaurant Technology. For the avoidance of doubt, third-party products, software, data, or services (excluding KFC Services (defined below in Section 2(b))) provided by Yum Brands, Inc. or its affiliates, other than KFC or KFC Corporation, are Third-Party Products.

2. Access, Services, and Use.

(a) Restaurant Technology and Documentation. Subject to and conditioned upon Franchisee’s compliance with the terms and conditions of this Agreement, KFC hereby grants to Franchisee a non-exclusive, non-sublicensable, non-transferable, limited license for Franchisee and its Authorized Users to access and use the Restaurant Technology and Documentation during the Term solely to operate Franchisee’s Outlets. There is no grant of rights under this Agreement in or to the infrastructure used to deliver the Restaurant Technology. Franchisee agrees to use all Restaurant Technology required by KFC, and to obtain and maintain all Equipment or other infrastructure necessary to use such Restaurant Technology. Franchisee further agrees that if it opts to use any Restaurant Technology that KFC designates as optional, it shall obtain and maintain all Equipment and other infrastructure necessary to use such optional Restaurant Technology.

(b) KFC Services. During the Term of this Agreement, KFC will provide Franchisee with certain services in connection with the Restaurant Technology, which may include developing, upgrading, enhancing, implementing, operating, maintaining, supporting (including help desk and data management services), hosting, securing, and integrating new and existing technology platforms, and providing such other services as it periodically determines, all as may be more specifically identified by KFC standards or otherwise in writing (the **“KFC Services”**). The KFC Services provided to franchisees are identified in the KFC standards and specifications provided to KFC franchisees, as may be updated from time to time, or as otherwise provided by KFC in writing. The KFC Services provided as of the Effective Date are identified on Schedule B to this Agreement. Notwithstanding the foregoing, KFC reserves the right to cease providing the KFC Services to Franchisee (the **“Services Suspension”**) if Franchisee is in default of this Agreement and fails to cure such default within the applicable cure period, if any, as provided in Section 12(b) of this Agreement. The right of Services Suspension will be in addition to any other rights or remedies available to KFC under this Agreement or any Franchise Agreement, including termination. If KFC does not terminate this Agreement as a result of such default, then, KFC shall resume providing the KFC Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. KFC will have no liability for any cost, expense, damage, liabilities, losses (including any loss of data or profits), or any other consequences that Franchisee or any Authorized User may incur as a result of the Services Suspension.

(c) Use Restrictions. Franchisee and its Authorized Users shall not use the Licensed Property for any purposes beyond the scope of the access granted in this Agreement. Franchisee shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Licensed Property

in whole or in part; (ii) rent, lease, lend, sell, offer for sale, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Property; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Licensed Property, in whole or in part; (iv) remove any proprietary notices from the Licensed Property; (v) use the Licensed Property in any manner inconsistent with KFC's standards and specifications, as identified in the KFC standards library or otherwise in writing; or (vi) use the Licensed Property in any manner or for any purpose that violates applicable law or that infringes, misappropriates, or otherwise violates any intellectual property, publicity, privacy, or other right of any person or entity.

(d) Reservation of Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Franchisee, its Authorized Users or any third party any intellectual property rights or other right, title, or interest in or to the Licensed Property.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, KFC reserves the right to suspend Franchisee's and any Authorized User's access to any portion or all of the Licensed Property, whether to one, some or all of Franchisee's Outlets, if: (i) KFC reasonably determines that (A) there is a threat of harm to or actual harm to any of the components comprising the Licensed Property; (B) Franchisee's or any Authorized User's use of the Licensed Property disrupts or poses a risk to any of the components comprising the Licensed Property or to third parties; (C) Franchisee or any Authorized User is using the Licensed Property for unauthorized, fraudulent or illegal activities; (D) Franchisee has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) suspension is advisable for purposes of conducting either routine or emergency maintenance; or (F) KFC's provision of the Licensed Property to Franchisee or an Authorized User is prohibited by applicable law or should be suspended to accommodate a governmental or other investigation; (ii) any vendor of KFC has suspended or terminated KFC's access to or use of any third-party services or products required to enable Franchisee to access the Licensed Property; (iii) Franchisee fails to obtain, upgrade, or maintain the required Equipment necessary to operate the Licensed Property; (iv) Franchisee fails to timely pay the Technology Fees or other amounts due under this Agreement and does not cure such failure within the applicable cure period; or (v) in response to a Franchisee breach or default of the terms of this Agreement and does not cure such default within the applicable cure period; (any such suspension described in subclause (i) - (v), an "**Access Suspension**"). KFC shall use commercially reasonable efforts to provide Franchisee with updates regarding resumption of access following any Access Suspension. KFC shall use commercially reasonable efforts to resume providing access as soon as reasonably possible after the event giving rise to the Access Suspension is cured. KFC will have no liability for any cost, expense, damage, liabilities, losses (including any loss of data or profits), or any other consequences that Franchisee or any Authorized User may incur as a result of an Access Suspension.

### 3. Franchisee Responsibilities.

(a) General. Franchisee is responsible and liable for all uses of the Licensed Property resulting from access provided by Franchisee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Franchisee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Franchisee will be deemed a breach of this Agreement by Franchisee. Franchisee shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Licensed Property and confidentiality obligations, and shall cause Authorized Users to comply with such provisions.

(b) Passwords; Access Controls. Franchisee shall be responsible for the safekeeping, proper use and management of all passwords or other access controls to the Restaurant Technology to be used by Franchisee and its Authorized Users, including compliance with applicable law and KFC's security related standards as they are modified from time to time. Franchisee shall designate a Security Approver to administer access to the Restaurant Technology by Franchisee and its Authorized Users. Franchisee shall implement adequate security controls to ensure that all passwords and access controls are made available only to Authorized Users for the uses permitted under this Agreement. If Franchisee learns of any loss or unauthorized use of such passwords or access controls, Franchisee shall immediately notify KFC of the same and reasonably cooperate in the investigation of the incident and take such steps as KFC may require to contain and minimize any adverse consequences arising from such loss or unauthorized use.

(c) Third-Party Products. KFC may from time to time make Third-Party Products available to Franchisee as part of the Restaurant Technology. Such Third-Party Products may be subject to their own terms and conditions, which will be made available to Franchisee in a reasonable form. If Franchisee uses the Third-Party Products, which may be required by KFC, Franchisee must abide by the applicable terms and conditions required for use of such Third-Party Products by the applicable third-party. Further, KFC may require that Franchisee enter into agreements with third-party vendors for the Third-Party Products or for the upgrading and maintenance of Restaurant Technology components; if applicable, Franchisee will enter into and comply with those agreements.

(d) Maintenance, Upgrading, and Data Updates. Although KFC is licensing the Restaurant Technology to Franchisee, Franchisee will have sole and complete responsibility for: (1) the acquisition, installation, operation, maintenance, and upgrading of the Equipment and the Restaurant Technology installed at Franchisee's Outlets; (2) the interface of Franchisee's Equipment and Restaurant Technology at Franchisee's Outlets with any third party's computer system; (3) any and all consequences if the Equipment and Restaurant Technology installed at Franchisee's Outlets is not properly operated, maintained, and upgraded; and (4) verifying the accuracy of all data updates requested by Franchisee and made by KFC to Franchisee's point of sale system (including, without limitation, menu prices, coupons, and tax table). Franchisee acknowledges and agrees that

KFC shall have no liability for any lost revenue or tax collection as a result of an incorrect update or change.

(e) Equipment and Connectivity. Franchisee acknowledges and agrees that it must obtain all required Equipment and connectivity services in accordance with KFC's standards, specifications and requirements, and from approved or designated suppliers. This Agreement does not apply to and does not cover any Equipment or connectivity, which may be covered by a separate agreement between Franchisee and the approved or designated supplier. During the Term, Franchisee may need to obtain new, additional or replacement Equipment to comply with KFC standards, and obtain ongoing maintenance on the Equipment. Franchisee agrees to complete any required maintenance, and to obtain such new, additional or replacement Equipment as soon as practicable and to incur the cost to obtain such Equipment.

#### 4. Modifications; Remedies.

(a) Modifications. KFC may in the future elect to modify, enhance, redesign, discontinue or offer substitute Restaurant Technology or KFC Services, or add new platforms or software components to the Restaurant Technology or KFC Services, upon reasonable written notice to Franchisee. KFC may require Franchisee to license, purchase, implement and utilize any modifications or additions to (i) the required Restaurant Technology, and (ii) such optional Restaurant Technology that Franchisee has opted to use. Franchisee shall adopt and implement such replacement or additional Restaurant Technology (for all required Restaurant Technology, and for the optional Restaurant Technology that Franchisee has opted to use) as soon as practicable following KFC's request, at Franchisee's sole expense. Further, KFC may, (i) upon no less than 90 days' notice, eliminate and remove platforms from the Restaurant Technology, and (ii) upon no less than 180 days' notice, cease to make the Restaurant Technology available to Franchisee. In each case and upon the same notice period defined in the preceding sentence, KFC may also require Franchisee to obtain substitute platforms, software components, services or the Restaurant Technology as a whole directly from a third-party vendor at Franchisee's cost.

##### (b) Remedies.

(i) KFC does not guarantee any minimum service levels for any of the Restaurant Technology, unless expressly provided in the applicable KFC standard related to such platform or software component. However, if Franchisee notifies KFC that the Restaurant Technology has suffered a material error or malfunction or Franchisee's access to the Restaurant Technology has been disrupted and such disruption is not as a result of Franchisee's breach or a force majeure event, KFC will use commercially reasonable efforts to promptly correct all such material errors or malfunctions or to restore Franchisee's access to the Restaurant Technology in accordance with the support services process identified in KFC's standards library. Provided, that, if the platform or software component is a Third-Party Product, the

resolution and support process may be managed through the applicable third-party's support process.

(ii) If KFC fails to provide any of the KFC Services and such failure results in the material impairment of the functionality of the Restaurant Technology, then if Franchisee provides KFC with prompt written notice (email being sufficient if sent to KFC's Chief Legal Officer and Chief Information Officer), KFC will use its commercially reasonable efforts to promptly re-perform and/or improve the KFC Services, as appropriate. If KFC does not re-perform the KFC Services within a reasonable time, KFC agrees, as Franchisee's sole remedy, to provide a credit equal to a portion of or the entire amount charged for that portion of the KFC Services that was not performed, which credit may be applied to Franchisee's next Technology Fees payment.

5. Fees and Payment.

(a) Technology Fees. Franchisee shall pay KFC the then-current technology fees ("**Technology Fees**"), without offset or deduction, which may comprise of a monthly fee for each Outlet for annual operating expenses, which include ongoing subscription, maintenance, support, of various required technology platforms and software components that are part of the Restaurant Technology, and for the related KFC Services, as well as per transaction fees for each customer transaction processed through the Restaurant Technology. The Technology Fees will not include operating expenses relating to KFC Level 12 and above employee salaries, travel & expenses, employee bonuses, benefits, or infrastructure, or any KFC general and administrative costs unrelated to the provision of KFC Services. The Technology Fees as of the Effective Date are set forth in Schedule C. KFC may modify the amount of the Technology Fees upon reasonable notice to Franchisee (email notice being sufficient) after consultation with the Technology Committee. The Technology Fees cover only the required Restaurant Technology and related KFC Services, and per transaction fees related to required Restaurant Technology, if applicable; optional Restaurant Technology and their related KFC Services will be made available to Franchisee for additional fees, including any applicable per transaction fees, which also may be adjusted upon reasonable notice to the Franchisee (email notice being sufficient) after consultation with the Technology Committee.

(b) Installation Fees. Franchisee will be responsible for the costs to install the Restaurant Technology at its Outlets, including any new platforms or software components added to the Restaurant Technology during the Term, during the timeframe reasonably required by KFC. At KFC's discretion, following consultation with the Technology Committee, it will either (i) designate one or more third-party vendors which franchisees must utilize to install the Restaurant Technology, (ii) allow Franchisee to select a qualified third-party vendor to install the Restaurant Technology, subject to a certification process, or (iii) allow Franchisee to select from either a KFC designated third-party vendor or its own qualified third party vendor, subject to a certification process.



(c) Taxes. All Technology Fees, installation fees, project management fees, and other amounts payable by Franchisee under this Agreement are exclusive of taxes, governmental charges, similar assessments, and assessments after audit. Franchisee is responsible for all sales, use, property (ad valorem), and excise taxes, and any other similar taxes, duties, charges, and assessments of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Franchisee hereunder, other than any taxes imposed on KFC's income or franchise taxes. If Franchisee qualifies for tax exemptions, Franchisee must provide KFC with appropriate exemption documentation.

(d) Payment. KFC will invoice Franchisee monthly for the Technology Fees, installation fees, project management fees, and other fees incurred during the preceding calendar month. Invoices are due and payable thirty (30) days from Franchisee's receipt of such invoice. KFC may, at its option, require that Technology Fees, installation fees, project management fees, and any other amount payable under this Agreement to KFC be made by direct monthly withdrawals in the form of electronic, wire, automated transfer or similar funds transfer in the appropriate amount(s) from a bank or other financial institution account designated by the Franchisee. If Franchisee fails to make any payment when due, without limiting KFC's other rights and remedies: (i) KFC may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Franchisee shall reimburse KFC for all costs incurred by KFC in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) KFC may, subject to Section 12(b)(ii) regarding notice and opportunity to cure, suspend provision of the KFC Services to Franchisee until such amounts are paid in full.

6. Data. The parties acknowledge that data privacy laws and regulations being implemented in the United States place certain requirements on consumer data owners. Additionally, third party vendors which access consumer data, such as the vendors that KFC regularly contract with to implement programs to benefit the KFC system, often demand that the data owner make representations regarding consumer data stemming from these laws and regulations.

(a) Use of Services Data. Franchisee acknowledges and agrees that all Services Data is owned solely by KFC. Subject to and conditioned upon Franchisee's compliance with the terms and conditions of this Agreement, KFC hereby grants to Franchisee a non-exclusive, non-sublicensable, non-transferable, limited right for Franchisee and its Authorized Users to access and use the Services Data during the Term solely for Franchisee's internal business purposes in operating the Outlets and for no other purposes, provided that any such use must be (i) in accordance with applicable law, including but not limited to data privacy laws, (ii) in compliance with KFC's standards and specifications, and (iii) in compliance with KFC's privacy policy on its website as it is periodically updated. Franchisee's right of access to the Services Data is further limited to only that Services Data specifically related to Franchisee's Outlets to the extent that such access is necessary for Franchisee to operate the Outlets in accordance with its obligations under the Franchise Agreements. Franchisee does not have a right to use, nor is it permitted to access,

Services Data collected from other KFC outlets. Except for the limited rights and licenses expressly granted under this Agreement and except as expressly granted in Section 6(b), nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Franchisee, its Authorized Users or any third party any intellectual property rights, ownership, or other right, title, or interest in or to the Services Data.

(b) Franchisee Data. The parties acknowledge and agree that Franchisee owns the sales, inventory and other information and data that is submitted, transmitted, created, generated, stored, posted, or otherwise processed through the Restaurant Technology at Franchisee's Outlets ("**Franchisee Data**"), to the extent permitted by applicable law and under any applicable agreements with third parties. Provided, however, that "**Franchisee Data**" does not include any Personally Identifiable Information, any other customer related information or data, or any data generated at other KFC Outlets (excluding other KFC Outlets owned by the Franchisee), nor any information or data that originates from mobile applications or KFC website based platforms and software (i.e. kiosks) (regardless of whether customer orders and information are directed to the Outlets from such mobile applications or KFC website based platforms and software). Franchisee acknowledges and agrees that it may not provide the Franchisee Data to competitive or similar businesses (as defined in the Franchise Agreements), nor share the Franchisee Data in any manner in which it would become accessible by competitive businesses or could be used to compete with the KFC franchise system. Franchisee acknowledges and agrees that Franchisor has an irrevocable right to use and allow third parties to use the Franchisee Data for any purpose that benefits KFC and the franchise system, including sharing the Franchisee Data with third-party vendors that are subject to confidentiality and non-disclosure obligations, and with its affiliates, employees, and contractors, to manage and analyze the Franchisee Data. Franchisee further acknowledges that this Section does not give Franchisee any ownership rights in any other Services Data that does not constitute Franchisee Data.

(c) Franchisee Responsibilities. Franchisee is responsible and liable for all uses of the Services Data resulting from access provided by Franchisee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement, including actions and omissions by Franchisee's Authorized Users. Franchisee shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services Data and shall cause Authorized Users to comply with such provisions. Further, Franchisee shall promptly comply with all requests to return or destroy customer Personally Identifiable Information included in the Services Data, whether requested by KFC or the customer directly, in accordance with KFC's privacy policy and applicable law.

(d) Employee Data. Notwithstanding any else in this Section 6 or otherwise, KFC acknowledges and agrees that all Employee Data is owned solely by Franchisee. Franchisee hereby grants to KFC a non-exclusive, limited right for KFC to access and process Employee Data to verify Franchisee's compliance with KFC's standards and specifications, including, without limitation, as relates to Franchisee's satisfaction of employee training requirements, and to the extent necessary to provide Franchisee with the KFC Services. Except for the limited rights and licenses expressly granted under this

Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to KFC any intellectual property rights, ownership, or other right, title, or interest in or to the Employee Data.

7. Confidential Information.

(a) From time to time during the Term, KFC and Franchisee may disclose or make available to the other party certain non-public information, whether orally or in written, electronic, or other form or media. All of the foregoing information constitutes the confidential information of the disclosing party (collectively, “**Confidential Information**”) regardless of whether it has been marked or stamped as confidential. For the avoidance of doubt, Confidential Information of KFC includes information about or related to the Licensed Property and the Services Data. Confidential Information of Franchisee includes the Employee Data and Franchisee Data.

(b) KFC shall use the same degree of care to protect Franchisee’s Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care).

(c) Unless Franchisee first obtains KFC’s written permission, Franchisee shall not disclose KFC’s Confidential Information to any person or entity, except to its employees, affiliates, and vendors who have a need to know the Confidential Information, to exercise its rights or perform its obligations hereunder or to operate the Outlets. Furthermore, Franchisee agrees that each employee, affiliate, agent, and vendor with access to KFC’s Confidential Information must be subject to confidentiality obligations no less stringent than those contained in this Agreement.

(d) Confidential Information will not include any information (i) already known to the receiving party at the time of disclosure independent of any confidentiality obligation, (ii) in the public domain through no fault of the receiving party, (iii) which later becomes known from a third party without restrictions on disclosure, or (iv) which is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

(e) If the receiving party is required by applicable law or a valid legal order to disclose any of the disclosing party’s Confidential Information, the receiving party shall promptly notify the disclosing party of such requirements before such disclosure so that the disclosing party may seek, at the disclosing party’s expense, a protective order or other remedy, and the receiving party shall reasonably assist the disclosing party therewith. If the receiving party remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

8. Intellectual Property Ownership; Feedback.

(a) Ownership. Franchisee acknowledges that, as between Franchisee and KFC, KFC owns all right, title, and interest in and to, and all intellectual property rights in, (i) the Licensed Property which includes, without limitation, the Restaurant Technology and Documentation, and (ii) the Services Data (unless otherwise provided by applicable law with respect to any included Personally Identifiable information). Franchisee has no rights in or to the foregoing except for the limited rights expressly granted in Section 2, Section 6(a), and any applicable data protection act.

(b) Feedback. If Franchisee or any of its employees or contractors sends or transmits any communications or materials to KFC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Licensed Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), KFC is free to use such Feedback for any purpose, without payment or any other obligations to Franchisee or its employee or contractor, although KFC is not required to use any Feedback.

9. Warranties; Remedies; Warranty Disclaimer.

(a) KFC shall deliver the KFC Services in a professional and workman-like manner. All KFC Services shall conform to the applicable performance standards and service levels identified in the KFC standards library or otherwise in writing. The current description of each service, performance standards, and service levels, as included in the KFC standards library is included in Schedule B.

(b) KFC warrants that it has the right to grant the licenses and sublicenses provided hereunder to use the Licensed Property, including any adjustments, enhancements or modifications thereto. KFC will use best efforts to obtain the assurances of third party vendors that the Licensed Property complies with applicable law at the time the third-party vendor contract is signed. In the event the use of any Licensed Property by Franchisee or an Authorized User becomes prohibited by applicable law, KFC will use commercially reasonable efforts to provide substitute technology.

(c) KFC shall assign to Franchisee all applicable third party warranties (and remedies for breach of such warranties) provided to KFC for any software component of the Restaurant Technology to the extent that it has the right to assign such warranties. To the extent such warranties are not assignable to Franchisee, KFC shall cooperate with Franchisee to enforce such warranties on its behalf, provided that Franchisee makes satisfactory arrangements for the payment of reasonable costs incurred by KFC to enforce such warranties.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (i) THE LICENSED PROPERTY IS PROVIDED “AS-IS AND AS-AVAILABLE” (ii) KFC SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS AND

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, (iii) KFC HAS NO WARRANTY OBLIGATION FOR ANY THIRD-PARTY PRODUCTS OR EQUIPMENT, (iv) KFC MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED PROPERTY, OR ANY RESULTS OF THE USE THEREOF, WILL MEET FRANCHISEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ACCURATE, AVAILABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE; AND (v) KFC MAKES NO WARRANTY THAT THE RESTAURANT TECHNOLOGY WILL BE COMPATIBLE WITH ANY HARDWARE (OTHER THAN THE THEN-APPROVED EQUIPMENT), NOR THAT IT WILL SUPPORT ANY SOFTWARE OR DATA, THAT KFC HAS NOT PROVIDED OR AUTHORIZED FOR USE BY FRANCHISEE.

(e) KFC further agrees that in the event of an Access Suspension that is not as a result of Franchisee's breach of this Agreement, if KFC collects any damages from a third-party vendor as a result of such Access Suspension, KFC will pass through any such damages it collects to franchisees that were impacted by the Access Suspension. KFC will attribute such damages to all franchisees impacted by the Access Suspension as it reasonably determines in consultation with the Technology Committee. Provided, however, that nothing in this Section shall obligate KFC to take action to seek damages from any third-party vendors as a result of any Access Suspension.

10. Indemnification. Franchisee shall indemnify and hold harmless, KFC and its current and former parents, subsidiaries, and affiliates, and each foregoing entity's current and former owners, officers, directors, managers, employees, agents, representatives, predecessors, successors, and assigns, from and against any demands, judgments, awards, liabilities, damages, claims, causes of action, losses, costs and expenses (including reasonable attorneys' fees and expert witness fees) resulting or arising from (i) use of the Licensed Property or Service Data in a manner not authorized by this Agreement; (ii) use of the Licensed Property or Service Data in a manner not authorized by this Agreement; or (iii) infringement or misappropriation of third party intellectual property, privacy or other rights as a result of data, content or other information input into the Restaurant Technology by Franchisee or its Authorized Users, provided that Franchisee may not settle any such claims against KFC unless KFC consents to such settlement, and further provided that KFC will have the right, at its option, to defend itself against any such claims or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) LOST PROFITS, OR (b) SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, IN EACH CASE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT

UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL FEES PAID TO KFC UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and shall terminate upon the expiration or termination of the last Franchise Agreement (including any renewal or extension thereof) executed for any of the Outlets (the “**Term**”), unless sooner terminated in accordance with the terms hereof.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) KFC reserves the right to terminate this Agreement upon written notice to Franchisee if at any time KFC ceases to make the Licensed Property available to Franchisee and requires Franchisee to obtain substitute platforms, software components or services directly from a third-party vendor at Franchisee’s cost. In such a circumstance, KFC will provide at least thirty (30) days advance written notice of termination.

(ii) KFC may terminate this Agreement, effective on written notice to Franchisee, if Franchisee defaults on any of its obligations under this Agreement and such default continues uncured for more than thirty (30) days after KFC’s delivery of written notice to Franchisee of such default.

(iii) KFC may terminate this Agreement, effective immediately upon written notice to Franchisee if Franchisee: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) This Agreement shall automatically terminate as relates to a particular Outlet upon the termination or expiration of the Franchise Agreement for such Outlet, or upon transfer of the Franchise Agreement to an unaffiliated entity, but will remain in effect as to all other Outlets.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Franchisee shall immediately discontinue use of the Licensed Property and Services Data and, without limiting Franchisee’s obligations under Section 7,

Franchisee shall delete, destroy, or return all copies of the Documentation, cease use and delete all Restaurant Technology from Franchisee's hardware, and delete, destroy, and return all other Licensed Property and Services Data in its possession and certify in writing to the KFC that the Documentation, Restaurant Technology, and other Licensed Property and Services Data has been deleted or destroyed. No expiration or termination will affect Franchisee's obligation to pay all Technology Fees, installation fees, project management fees, and other fees that may have become due before such expiration or termination.

(d) Survival. This Section 12(d) and Sections 1, 5, 6, 7, 8, 9, 10, 11, 12(c), and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Data Security; Franchisee's Responsibility. Franchisee shall comply with KFC's standards, including the IT brand security standards, and all applicable laws related to data protection, confidentiality, security and integrity of cardholder and card transaction data, and privacy and security of all Personally Identifiable Information of individuals within its possession or control including, Personally Identifiable Information of customers, its employees or contractors, or any other third parties. Franchisee shall notify KFC immediately of any suspected data security incident or breach (whether the incident or breach has been confirmed or not) and cooperate in all reasonable ways with KFC in investigating the matter and in taking appropriate steps to minimize any resulting harm.

(b) PCI Compliance and KFC Data Security. KFC will implement and maintain all applicable PCI DSS requirements, to the extent that: (i) KFC possesses or otherwise stores, processes, or transmits a customer's credit card number (i.e. the unique payment card number that identifies the issuer and the particular cardholder account on such credit card) (the "**Cardholder Data**"); or (ii) such Cardholder Data could be directly impacted by KFC's management of an applicable technology platform. KFC also shall implement and maintain standards, and shall transmit, process, and store Personally Identifiable Information within its possession or control, in compliance with all applicable laws related to the privacy, security, and protection of Personally Identifiable Information.

(c) AADA. KFC's parent company, KFC Corporation ("**KFCC**"), entered into the Advertising and Asset Deferral Agreement dated January 24, 2023 (the "**AADA**"), with the KFC National Council and Advertising Cooperative, Inc. ("**NCAC**") and the Association of Kentucky Fried Chicken Franchisees, Inc. ("**AKFCF**"), which provisions address the implementation of a restaurant level technology acceleration program. KFC acknowledges that Franchisee is an intended third-party beneficiary of Section 6(D) of the AADA, but only with respect to Franchisee's own rights (i.e., not with respect to the rights of the NCAC, other Franchisees, or the KFC system as a whole), and only as and when applicable in accordance with this Agreement. Likewise, KFCC, NCAC and AKFCF entered into the Restaurant Technology Acceleration Agreement dated July 9, 2023 (the "**RTAA**"), which supplements the AADA. KFC acknowledges that Franchisee is an

intended third-party beneficiary of Section 1(d) of the RTAA regarding KFC's use of Franchisee Data.

(d) Application to all Outlets. Franchisee agrees that this Agreement applies to all Outlets that Franchisee owns or operates in the United States, whether now or in the future.

(e) Termination of Existing Technology Agreements. Franchisee and KFC (on behalf of itself and its affiliate Yum Restaurant Services Group, Inc. or "YRSG") acknowledge and agree that this Agreement shall entirely replace and supersede the MERIT Agreement and any other of the technology agreements included in the list attached as Schedule D (collectively, the "**Existing Technology Agreements**") by and among the Franchisee, KFC, and YRSG, and that the Existing Technology Agreements are terminated, null, and void effective upon the execution of this Agreement on the date hereof, and that no party to the Existing Technology Agreements shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under the Existing Technology Agreements, except for those provisions that by their nature survive termination or expiration.

(f) Entire Agreement. This Agreement, together with the Franchise Agreements and any ancillary agreements and all related Schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Schedules, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Schedules; (ii) second, the Schedules to this Agreement, as periodically amended; and (iii) third, any other documents incorporated herein by reference.

(g) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses provided for notice in accordance with Section 20.9 of the Franchise Agreements. All Notices will be deemed delivered: at the time of personal delivery; one business day after being placed in the hands of a nationally recognized overnight courier (with all fees pre-paid) for next business day delivery; one business day after transmission by email (if the sender has confirmation of successful transmission); or three business days after placement in the United States mail by certified or registered mail (in each case, return receipt requested, postage pre-paid).

(h) Force Majeure. In no event shall either party be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, epidemics, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage



of law or any action taken by a governmental or public authority, including imposing an embargo.

(i) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party, except with respect to the Schedules attached hereto, which KFC periodically may (but shall not be obligated to) modify to reflect any updates to the information contained therein without requiring Franchisee's signature. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(j) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, United States, without regard to the conflict of laws principle.

(l) Assignment. Franchisee may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of KFC. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Franchisee of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. KFC may freely assign this Agreement, without the prior written consent of Franchisee, to (i) an affiliate of KFC, or (ii) any successor of KFC by merger, consolidation, reorganization, or otherwise, or (iii) to a third party that acquires substantially all of KFC's business assets. Following any such assignment, KFC will be released from all of its obligations under this Agreement, provided that the assignee assumes all of KFC's obligations.

(m) Export Regulation. The Restaurant Technology utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Franchisee shall not knowingly, directly or indirectly, export, re-export, or release the Restaurant Technology or the underlying software or technology to, or make the Restaurant Technology or the underlying software

or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

(n) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations could cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(o) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which taken together shall constitute one and the same agreement. The Parties agree that scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

*(Remainder of page intentionally blank)*

IN WITNESS WHEREOF, the Parties hereto have executed this Restaurant Technology Agreement as of the Effective Date.

**KFC US, LLC,**  
a Delaware limited liability company

Sign: \_\_\_\_\_  
Name: [Name of Officer authorized to sign]  
Title: [Title of Officer authorized to sign]

**DATED\*:** [KFC Signature Date]  
(\*Effective Date of this Agreement)

**FRANCHISEE**  
[Franchisee Legal Entity]

Sign: \_\_\_\_\_  
Name: [Name of Officer authorized to sign]  
Title: [Title of Officer authorized to sign]

## **SCHEDULE A**

### **RESTAURANT TECHNOLOGY**

Effective Date of this Schedule A: July 9, 2023

Each KFC Restaurant must utilize the following required Restaurant Technology:

#### **Required Restaurant Technology**

- Point of Sale System
- Cashless Payment System
- Kitchen Display System
- Drive-Thru Timers
- Mobile Manager
- Back of House PC
- Digital Store Network

The required Restaurant Technology are described in the KFC standards library, which may be updated from time to time in accordance with the Franchise Agreements and this Agreement.

## **SCHEDULE B**

### **KFC SERVICES**

KFC will provide Franchisees, as part of the Technology Fee, with certain services in connection with the required Restaurant Technology. KFC may also provide certain services in connection with optional Restaurant Technology for an additional fee. The KFC Services provided in connection with Restaurant Technology are described in the KFC standards library, which may be updated from time to time in accordance with this Agreement, and may include the following:

- Help Desk Services
- Data Management
- Implementation Services
- Restaurant Technology Technical Support
- Device Management
- Reporting Services

The current description of each service as included in the KFC standards library is attached below.

## **HELP DESK SERVICES**

### **Help Desk Services Includes:**

- Single “800” phone number for all restaurants
- Self-service portal for all restaurants, including chat, opening an incident, and checking status of an incident
- Single point of accountability and total escalation management of all incidents through resolution
- Live analyst support for the following:
  - General Inquiry: Status type questions
  - Software: Application issues and troubleshooting
  - Data Management: Menu items, pricing, coupons, tax table, ingredients, recipes and other questions
  - Hardware: Request for Hardware support (“Break/fix” type support) or hardware maintenance dispatch, additional assistance for problems or application usage issues
- Dispatching and coordinating the dispatch of appropriate 3rd party hardware maintenance providers to resolve hardware problems as necessary
- Case tracking for all problems
- Help Desk performance reporting
- Live support from KFC Help Desk support resources to assist in troubleshooting and resolving (including dispatching the appropriate hardware vendor if necessary) hardware, software, operational reporting, broadband/network, or data problems for the Restaurant Technology.

Hardware/Software related problems will be supported for the Restaurant Technology only. KFC will obtain Franchisee’s consent, and allow Franchisee the opportunity to select a KFC-approved provider, before dispatching any third party to provide services for which Franchisee must pay such provider directly.

Franchisee must only use KFC approved hardware and software and have current KFC approved software maintenance contracts to be eligible for Help Desk Services.

Help Desk Services are intended for problem diagnostics and problem resolution only. Operational or “how to calls” should not be placed to the Help Desk. Training is the responsibility of Franchisee.

Following is a description of the responsibilities for each of the 3 levels of support provided by the Help Desk:

### **Definition of Levels I, II, and III Help Desk Support Services**

#### *Level I Responsibilities (Front Line)*

- Manage resolution at 85% of incoming calls
- Focus is management of high volume and quick response
- Escalation point for higher level issues
- Dispatch and follow-up hardware calls
- Maintain problem ownership through resolution
- Focus on returning systems to operational state

### *Level II Responsibilities (Technical Support)*

- Manage resolution at 95% of the 15% of incoming calls escalated by Level 1
- Handles overflow of incoming calls
- Isolate and resolve complex hardware and software technical issues
- Provide technical consultation to field and level one and two Help Desk analysts

### *Level III Responsibilities (Solution Specific Specialists)*

- Manage escalated issues from Level 1 and Level 2
- Isolation to OSM module or code failure
- Replication of solution issues on lab systems
- Perform problem trending
- Provide certified software patches or workarounds (if required)
- Provide technical consultation to field and Help Desk
- Engage solution specific specialists (internal KFCLLC and 3<sup>rd</sup> party vendor experts)

## **Service Level Goals**

Though not a service level guarantee, KFC will measure and use commercially reasonable efforts to achieve the following service level goals.

<b>Performance Measures</b>
<b><u>Customer Mania</u></b>
Percentage of 100% on Customer Surveys
<b><u>Speed of Service</u></b>
5% or less abandon rate
50 seconds or less wait time to answer calls and chats
80% no excuses – meet the abandon rate, and wait time goal every hour of operations
95% of issues resolved in =<5 days
75% of issues resolved on the 1 <sup>st</sup> call
<b><u>People</u></b>
Fully Staffed

## **Days and Hours of Operation**

- **8:00am-3am EST Monday – Sunday (18 hours/day)**
- **Coverage is 363 days per year, closed only on Thanksgiving and Christmas Day**
- **Fully Staffed means personnel fully trained to achieve the defined level of help desk support and achievement of the respective performance measures.**

## **DATA MANAGEMENT SERVICES**

### **Data Management Services Includes:**

#### **One System MERIT (OSM)**

- Setting up inventory items for inventory management
- Setting up recipes for menu item depletion
- Setting up purchase units, counting units, serving units by inventory item
- Setting up ingredients with the proper information to be used for Product Projections
- Vendor data supported for select vendors
- KFC standard ingredient and recipe data maintenance for the Restaurant Technology

#### **Point of Sale (POS)**

- Simplified order entry and key navigation on the POS
- Accurate and timely POS update including:
  - Menu Items
  - Pricing
  - Coupons/Discounts
  - Tax Updates
  - Video Routing
  - Hardware configuration

### **Normal Lead Times Required to Perform these Various Services**

- 10-day lead time (business days) for routine changes
- 20-day lead time (business days) for non-routine changes
- 40-day lead-time (business days) to add approved new concept
- All reasonable efforts will be used to achieve a 1-2 business day turnaround on problems reported related to the data described in Data Management Services

*Routine Updates* – For OSM and Task, the modifications to existing inventory items and recipes. An example is to create a new recipe in support of a re-grouping of existing products or menu items. For Point of Sale (POS), the modifications to existing menu items, coupons, or the addition of new coupons to support existing menu items. Minor pricing updates of less than 10 menu items or tax rate updates.

*Non-Routine Updates* – For OSM and Task, the introduction of a new approved product line, which results in new ingredients and recipes in support of the new item. For POS, the introduction of a new approved product line which results in the setup of the menu items and associated condiments, new prices, keys, etc. Price revisions where more than 10 of the menu item prices are being updated.

*New Concept* – For OSM and Task, the addition of a 2<sup>nd</sup> YUM brand concept and the corresponding ingredients and recipes relating to that brand. For POS, the addition of a second brand and the corresponding menu items related to that brand.

### **Days and Hours of Operation**

- 8:00am-5:00pm EST Monday – Friday (except for KFC Holidays)
- On call pager support after hours, weekends and holidays until 10pm EST

## **IMPLEMENTATION SERVICES**

### **Implementation Services Include**

- Project Management Services
  - Provide Franchisee with Project Management of technology implementation from purchase decision until “go live” at the time(s) Franchisee has agreed to with KFC
  - Assist the Franchisee with meeting all hardware specifications performance and facility requirements along with the acquisition of all necessary equipment
  - Coordinate vendor scheduling
  - Coordinate ordering and installation of appropriate store level connectivity
  - Coordinate installation of electrical outlets, data wiring or other required facility related items in accordance with local electrical codes
  - Ensure achievement of all technical and administrative prerequisites prior to “go live”
  - Schedule and coordinate appropriate software and hardware installation activities
  - Follow up on all outstanding implementation issues
- Keeping you updated on proposed restaurant technology plans.
- Ongoing consultation for Restaurant Technology
  - Upcoming functionality enhancements to the systems
  - Coordination to add new stores to KFC approved systems
  - Assistance with getting the most value from Franchisee’s technical investment
  - Providing options for Franchisees to transfer Franchisee Data into Franchisee’s accounting and payroll packages using third party providers.
  - Escalation point for any questions or concerns about the KFC Services

### **Days and Hours of Operation**

- 8:00am-5:00pm EST Monday – Thursday; 8:00am-1:00pm EST Friday (except for KFC Holidays)



## **RESTAURANT TECHNOLOGY TECHNICAL SUPPORT**

Maintenance, design, and integration services, including: developing and updating applications and software; adding functionality; fixing bugs; solving problems; integrating with existing and new technology platforms, systems, hardware, software, and technology infrastructure; and otherwise maintaining functionality and compatibility between platforms for the Restaurant Technology.

## **DEVICE MANAGEMENT**

Management and support of Equipment including software configuration management, application and software distribution and updates, security, and device network connectivity management.

## **REPORTING SERVICES**

Design, implementation, and maintenance of operational reports generated by the Restaurant Technology.

## **SCHEDULE C**

### **FEES**

#### **Anticipated Monthly Fee as Related to Tech Accel Rollout Schedule**

<b>Technology Added</b>	<b>Increase</b>	<b>Total Fee per Restaurant per Month</b>	<b>Planned Roll Out Dates*</b>
Current Monthly Fee	N/A	\$265**	N/A
Mobile Manager <ul style="list-style-type: none"><li>• Device Management</li><li>• KFC Connect</li><li>• Task</li><li>• Recommended Ordering</li><li>• Testo Probe</li></ul>	\$32.39 (total) \$4.06*** \$8.33 \$10.00 \$10.00 n/a	\$297.39	<ul style="list-style-type: none"><li>• Completed</li><li>• In progress</li><li>• Completed</li><li>• Completed</li><li>• Completed</li></ul>
Edge	\$38.00	\$335.39	Oct 2024 – Dec 2026
POS/KDS/Device Management****	\$75.84*****	\$411.23	Oct 2024 - Dec 2026

\* Dates are estimated as of March 3, 2025; actual rollout may be sooner or later than the estimated date

\*\* Current Monthly Fee of \$265 includes \$24.67 Restaurant Technology Fee Increase, effective January 1, 2025

\*\*\* Assumes 1 device per restaurant; add \$4.06/restaurant/month for each additional device; device fee added with first install; applications may be installed separately; restaurants currently using device are paying this fee and will not see an additional fee

\*\*\*\* Assumes 4 POS + 6 KDS setup; add for each additional: POS = \$75.00/restaurant/month; KDS = \$10.00/restaurant/month; device management = \$1.50/device

\*\*\*\*\*Offset by termination of current \$24.16/month for POS software maintenance; \$75.00 + \$10.00 + (\$1.50 \* 10) = \$100 - \$24.16 = \$75.84 Net Increase

## **SCHEDULE D**

### **EXISTING TECHNOLOGY AGREEMENTS**

- MERIT System Technical Support Services Agreement
- MERIT Optional Module Addendum
- Optional Loss Prevention Monitoring Addendum to the MERIT System Technical Support Services Agreement
- MERIT Optional Module Addendum: Online Projections Module
- iPad Addendum to the MERIT System Technical Support Services
- Hot Schedules Optional Module Addendum to the MERIT System Technical Support Services Agreement
- Mobile Inventory Addendum
- Master Agreement for MERIT Optional Modules
- KFC Routines Optional Module Addendum
- Franchisee Designated Security Approver Agreement
- MERIT Optional Module Addendum: On-line Ordering Module
- MERIT Hardware Self Maintenance Agreement
- Learning Management Services and Support Agreement

**EXHIBIT S**

**RESTAURANT TECHNOLOGY HARDWARE SELF-MAINTENANCE AGREEMENT**

## RESTAURANT TECHNOLOGY HARDWARE SELF MAINTENANCE AGREEMENT

THIS RESTAURANT TECHNOLOGY HARDWARE SELF MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into as of [Date] (the “Effective Date”), by and among KFC US, LLC (“KFC”) and [Franchisee Legal Entity] (“Franchisee” or “You” or “Your”) located at [Franchisee Legal Entity Principal Business Address], a franchisee of KFCLLC.

KFC and Franchisee have entered into a Restaurant Technology Agreement Restaurant Technology dated as of [Date Franchisee Signed the Restaurant Technology Agreement] (the “RTA”) regarding certain Restaurant Technology used in the operation of KFC branded restaurants Restaurant Technology. All capitalized terms used in this Agreement have the meaning set forth in the RTA unless otherwise specifically defined in this Agreement.

Franchisee elects to perform certain Restaurant Technology Hardware maintenance itself or through a third party it selects in accordance with this Agreement (Franchisee or a third party, as applicable, a “Franchisee Provider”), rather than through a KFC managed provider of such services (“KFC Managed Provider”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Self Service of Restaurant Technology Restaurant Technology Hardware. Subject to the terms and conditions of this Agreement, KFC agrees that Franchisee may use a Franchisee Provider to service certain Restaurant Technology Hardware as defined by KFC from time to time, rather than a KFC Managed Provider. For purposes of this Agreement, “Restaurant Technology Hardware” shall mean the hardware Restaurant Technology required to operate the Restaurant Technology.
2. KFC Standards.
  - (a) Each Franchisee Provider shall meet all KFC standards and specifications applicable to the maintenance of Restaurant Technology Hardware as established by KFC (“KFC Standards”).
  - (b) Before a third party Franchisee Provider performs maintenance services for Franchisee, Franchisee shall (i) require such Franchisee Provider to sign the registration form attached hereto as Exhibit A and (ii) return such form to KFC.
3. Termination of Franchisee Provider Agreement. Each Franchisee agreement with a third party Franchisee Provider shall allow Franchisee to terminate its agreement with the third party Franchisee Provider: (i) immediately in the event of Franchisee’s breach of this Agreement and (ii) upon thirty (30) days written notice with or without cause.
4. Restaurant Technology Hardware.
  - (a) Franchisee shall require each Franchisee Provider to acquire all Restaurant Technology Hardware, including but not limited to all components and parts thereof, from a KFC approved source of supply or repair and in accordance with the Franchise Agreement and applicable KFC Standards. Franchisee shall require each Franchisee Provider to purchase only the exact model or approved functional equivalent or approved upgraded equipment as replacement Restaurant Technology Hardware, in

each case in accordance with the terms of the Franchise Agreement and KFC Standards.

- (b) Franchisee shall require each Franchisee Provider to maintain minimum inventories of Restaurant Technology Hardware key components (“Seed Stock”) as set forth on the attached Exhibit B, which may be reasonably modified by KFC from time to time.
- 5. Record Keeping and Reporting. Franchisee shall require each Franchisee Provider to document and report quarterly to KFC, in a reasonable manner and form acceptable to KFC, all Restaurant Technology Hardware replacements and maintenance for all self-maintenance sites. Such quarterly reports shall be submitted within five (5) business days of the end of each calendar quarter (March 31, June 30, September 30, and December 31). Franchisee shall require each Franchisee Provider to maintain documentation showing replacement dates and describing the hardware, including without limitation hardware invoices, for a period of two (2) years after said replacement or maintenance and agrees to provide such documentation to KFC upon request.
- 6. Audit Rights. KFC shall have the right, upon reasonable notice and at its expense, to audit the systems and facilities of each third party Franchisee Provider to assure compliance with the terms of this Agreement. Franchisee shall, and shall require each Franchisee Provider to, cooperate with KFC in connection with such audits and shall provide KFC or obtain for KFC access to such records retained under section 5 of this Agreement and access to personnel as KFC may reasonably require for such purpose. KFC may exercise this audit right once in any twelve (12) month period.
- 7. Term and Termination.
  - (a) The term of this Agreement begins on the Effective Date and shall continue until terminated in accordance with the terms hereof or until the expiration or termination of the RTA, whichever is earlier.
  - (b) Franchisee may terminate this Agreement at any time provided that it has entered into a written agreement with a KFC Managed Provider for Restaurant Technology Hardware maintenance services and such hardware maintenance services have commenced.
  - (c) KFC may terminate this Agreement:
    - (i) immediately if Franchisee operates at least one KFC-branded restaurant at a Priority Zero or Priority One level for more than five (5) consecutive days,
    - or
    - (ii) immediately if a third party Franchisee Provider has breached the confidentiality provisions in Exhibit A, except that, provided that Franchisee immediately terminates its relationship with the breaching Franchisee Provider, KFC will not terminate if Franchisee (1) elects to perform certain Restaurant Technology Hardware maintenance itself in accordance with this Agreement or (2) engages a replacement third party Franchisee Provider, but then only with KFC’s prior written permission, the granting of such permission to be within KFC’s sole discretion;
    - or

- (iii) thirty (30) days from Franchisee's receipt of written notice of from KFC that Franchisee (1) has breached this Agreement or (2) is using the KFC Help Desk at an unreasonable level beyond the typical usage made by similarly situated franchisees who have engaged a KFC Managed Provider, in each case provided that Franchisee has not cured such deficiency or taken reasonable steps to cure such deficiency, but in any event such cure period shall not exceed sixty (60) days from KFC's written notice.

In the event KFC elects to terminate this Agreement, Franchisee shall discontinue its relationship with any third party Franchisee Provider and shall engage a KFC Managed Provider to provide such services.

For the purposes of this paragraph 7(c), "Priority Zero" shall mean all Point of Sale ("POS") terminals inoperable and "Priority One" shall mean that any one or more of the following conditions exist: (i) more than 50% of front counter POS terminals inoperable, (ii) all drive through POS terminals are inoperable, (iii) all kitchen monitors located in one or more of the following areas inoperable: front counter pack line or expediter, drive through, multi-brand mini-line, or delivery, or (iv) more than 50% of receipt printers inoperable,.

8. Remedies.

- (a) Specific Performance. Franchisee acknowledges that KFC may suffer damages that are not readily ascertainable and that there may be no adequate remedy at law if Franchisee fails to perform any of its obligations under this Agreement, when and as due. Franchisee agrees that KFC shall be entitled to specific performance of Franchisee's obligations under this Agreement.
- (b) Exclusive Remedies. KFC's rights and remedies set forth in this Agreement are and shall be exclusive and in lieu of all other rights or remedies.

9. Franchisee Acknowledgements and Agreements. Having elected self-maintenance, Franchisee acknowledges and agrees that:

- (a) KFC provides no warranty of any type on Franchisee's hardware;
- (b) the majority of the Restaurant Technology Hardware is provided with limited or no manufacturer's warranty;
- (c) Non-warranty repair of hardware serviced by KFC Managed Providers shall be at an additional charge to the Franchisee and such service shall be ordered and scheduled by Franchisee and charges shall be approved in advance by Franchisee;
- (d) the KFC Help Desk will diagnose issues solely as provided in the KFC standards, but will not be held liable for any misdiagnosis;
- (e) once an issue is determined by the KFC Help Desk to be a hardware issue, KFC will have no further responsibility to Franchisee with respect to that issue, including without limitation, providing additional KFC Help Desk services relating to that issue; and
- (f) Franchisee may be required to satisfy additional conditions, as determined by KFC in its sole discretion, if Franchisee desires to, or is required to, obtain the services of a

KFC Managed Provider, provided such conditions are not inconsistent with this Agreement, the RTA or conditions applicable to all participating KFC system restaurants, both company-owned and franchised, including, without limitation, causing a KFC Managed Provider to confirm, at Franchisee's cost, that all components of Franchisee's Restaurant Technology Hardware meet KFC Standards, and are otherwise well-maintained and fit for their intended purpose, or paying an additional fee to KFC's Managed Provider.

10. General.

- (a) Nothing in this Agreement shall be deemed to create, alter, waive or limit any rights or obligations of Franchisee or KFC under Franchisee's franchise agreement with KFC. KFC agrees that neither KFC nor KFC's Affiliates will treat a breach or default by Franchisee of an obligation under this Agreement as a breach or default under any franchise or other agreement with Franchisee, provided, the foregoing shall not be deemed to limit KFC or KFC's Affiliates from exercising any right or remedy under any franchise or other agreement if such obligation independently exists under the terms of such franchise or other agreement and, disregarding this Agreement, a breach of such independent obligation would constitute a breach of such franchise or other agreement.
- (b) This Agreement and its exhibits, the KFC Franchise Agreements and KFC standards, policies and procedures, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (c) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
- (d) Neither party may assign any of its rights hereunder without the prior written consent of the other party, except that KFC may assign this Agreement to any of its Affiliates without permission, and except that Franchisee may, upon 15 days' prior written notice to KFC, assign this Agreement with respect to any restaurant to a successor by purchase, merger or consolidation approved by KFC pursuant to the terms of Franchisee's franchise agreement, and provided that such successor agrees in writing to assume all obligations and responsibilities of Franchisee hereunder with respect to such restaurant. This Agreement will be binding on the parties hereto and the respective successors and assigns of the parties.
- (e) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule.
- (f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



11. Maintenance Election. Franchisee has elected to maintain its Restaurant Technology Hardware hereunder: [Note: if franchisee selects third party provider, franchisee and third party provider must fill out and sign Exhibit A - Registration Form and Certification]

**(PLEASE CHECK ONE)**

☐ by Franchisee itself; or

☐ by the third party provider registering on Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

KFC US, LLC

“FRANCHISEE”

[Franchisee Legal Entity]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: [Name of Officer authorized to sign]  
Its: [Title of Officer authorized to sign]

## **EXHIBIT A**

### **REGISTRATION FORM AND CERTIFICATE**

Franchisee Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Franchisee Name: \_\_\_\_\_

In conjunction with the maintenance of Franchisee's Restaurant Technology Hardware, Franchisee Provider may gain access to information about the business of KFC US, LLC and its affiliates and franchisees (collectively "KFC"), including information regarding its products, services, confidential intellectual property, trade secrets, and other sensitive or proprietary information, whether orally or in writing, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Franchisee Provider shall: (A) protect and safeguard the confidentiality of KFC's Confidential Information with no less than a commercially reasonable degree of care; (B) not use KFC's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under its agreement with the Franchisee; and (C) not disclose any such Confidential Information to any person or entity. KFC may seek equitable relief (including injunctive relief) against Franchisee Provider and its representatives to prevent the breach or threatened breach of this obligation and to secure its enforcement, in addition to all other remedies available at law.

KFC retains its entire right, title and interest, including all intellectual property rights, in and to all Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to Franchisee Provider or any of its representatives. Franchisee Provider has no right or license to use KFC's trademarks, service marks, trade names, trade names, logos, symbols or brand names.

Franchisee Provider certifies and agrees that it is currently and will continue in the future to use only KFC certified and approved hardware from KFC approved sources of supply and repair when providing maintenance services to Franchisee on Restaurant Technology Hardware.

**FRANCHISEE PROVIDER NAME**

By: \_\_\_\_\_

Its: \_\_\_\_\_

("Franchisee Provider")

## **EXHIBIT B**

### **SEED STOCK REQUIREMENTS**

<b>Component</b>	<b>Seed Stock Per Store Count</b>				
	<b>1—9 Stores</b>	<b>10—19 Stores</b>	<b>20—29 Stores</b>	<b>30—39 Stores</b>	<b>40+ Stores</b>
<b>MINIMUM REQUIRED</b>					
POS with customer display (Front Counter)	1	2	2	3	4
<sup>1</sup> POS without customer display (Drive Thru)	0	1	2	3	4
Receipt Printer	1	2	2	3	3
Ingenico Front Counter	1	1	1	1	1
Ingenico Drive Thru	1	1	1	1	1
<b>MINIMUM REQUIRED FOR THIRD PARTIES/ RECOMMENDED FOR FRANCHISEES</b>					
17" Flat Panel Pack Mon.	1	2	2	3	3
Cash Drawer	1	1	2	2	2
KDS Controller	1	2	3	3	4
Bump Bar	1	2	3	3	4
Network Switch	1	1	1	1	1
UPS for MWS	1	1	1	1	1
UPS for POS	1	2	2	2	2

<sup>1</sup> POS with customer display can be substituted for POS without customer display for seed stock

Equipment and seed stock requirements may be reasonably changed by KFC from time to time  
KFC LLC will provide a list of approved replacement equipment and suppliers annually

Operating system needs to be purchased for replacement POS terminals

Seed Stock shall be subject to the applicable Sunset Period and upgrade requirements as defined in the RTA

**EXHIBIT T**  
**SPOUSAL AGREEMENT**

## SPOUSAL CONSENT TO GUARANTY

The undersigned hereby acknowledges that his/her spouse, **[Guarantor First and Last Name (must hold a 10% or greater ownership interest)]** (the “**Guarantor**”), has executed a guaranty dated as of \_\_\_\_\_ (the “**Guaranty**”), to induce KFC US, LLC, a limited liability company, its parents, subsidiaries, affiliates, successors, and assigns, and/or KFC National Council and Advertising Cooperative, Inc., a Delaware corporation (hereinafter referred to as “Obligees,” whether one or more), to enter into certain Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases with **[Legal Entity name]** (“**Obligor**”), pursuant to which the Guarantor guaranteed the full, prompt and faithful performance, payment and discharge of Obligor’s present and future indebtedness or obligations to Obligees relating to or arising out of the operation of certain Kentucky Fried Chicken restaurants. Upon Obligor’s default, the Guarantor has agreed to perform, pay or discharge all of Obligor’s obligations subject to the maximum aggregate liability of Guarantor set forth in the Guaranty.

The undersigned, as the spouse of the Guarantor, acknowledges and consents to the Guaranty given by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor’s performance of the Guaranty.

Signature of Guarantor’s Spouse: \_\_\_\_\_

Printed Name of Guarantor’s Spouse: \_\_\_\_\_

**EXHIBIT U**

**ADDENDUM TO LEASE**

## ADDENDUM TO LEASE

THIS ADDENDUM is made and entered into as of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_, a \_\_\_\_\_ ("Tenant").

WHEREAS, Tenant, as franchisee, entered into a franchise agreement (the "Franchise Agreement") with KFC US, LLC, a Delaware limited liability company ("KFC"), as franchisor, pursuant to which KFC granted Tenant a license to operate a Kentucky Fried Chicken restaurant ("Outlet");

WHEREAS, Landlord and Tenant entered into a [sub]lease dated \_\_\_\_\_ (the "[Lease][Sublease]") pertaining to the real property located at \_\_\_\_\_, which is more particularly described on Exhibit A attached hereto (the "Premises") allowing for operation of the Outlet on the Premises; and

WHEREAS, Landlord and Tenant desire to incorporate the following terms into the body of the Lease.

NOW, THEREFORE, in consideration of the covenants herein, the parties hereto agree as follows:

1. Upon the expiration or earlier termination of the [Lease][Sublease] or Franchise Agreement for any reason, Tenant shall, remove from the Premises all KFC signs, menuboard inserts, point-of-sale materials, and otherwise change the Premise's exterior and interior appearance so that it is no longer confusingly similar to a KFC outlet and no longer bears any KFC trademarks, service marks or trade names or designations or marks similar thereto. If Tenant shall fail to make or cause to be made any such removal or alteration, then KFC or any designee thereof shall have the right to enter upon the Premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal and alterations at the reasonable expense of Tenant, which expense Tenant shall pay KFC or its designee on demand. This paragraph shall survive the expiration or termination of the [Lease][Sublease].

2. Any notices which Landlord may serve on KFC hereunder shall be made in accordance with the [Lease][Sublease] to:

KFC US, LLC  
1900 Colonel Sanders Lane  
Louisville, Kentucky 40213  
Attn: General Counsel

3. Notwithstanding anything to the contrary elsewhere in the [Lease][Sublease] or any addendum or amendment thereto, Landlord and Tenant agree that the terms and provisions set forth in this Addendum shall control and shall not be superseded, terminated or modified without the prior written consent of KFC. Landlord and Tenant further acknowledge and agree that KFC is a third party beneficiary to the [Lease][Sublease] and this Addendum, and shall have the right (but not the obligation) to enforce this Addendum directly.

4. All of KFC's rights, privileges and interests under this Addendum shall inure to the benefit of KFC's successors and assigns. All provisions of this Addendum applicable to Tenant and Landlord shall be binding upon any successor or assign of Tenant or Landlord under the [Lease][Sublease].

5. This Addendum may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same agreement. This Addendum or any counterpart may be executed via scanned or electronic signatures, and any such executed scanned or electronic copy shall be treated as an original.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

LANDLORD:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

PREMISES

**EXHIBIT V**

**SAMPLE GENERAL RELEASE**

**KFC US, LLC**

**GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE**

**KFC US, LLC** ("KFC") and the undersigned franchisee, \_\_\_\_\_ ("you" or "your"), currently are parties to a certain Franchise Agreement (the "Franchise Agreement") dated \_\_\_\_\_, 20\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal situation]\_\_\_\_\_

\_\_\_\_\_. KFC has the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, KFC is willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give KFC the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give KFC the release and covenant not to sue provided below as partial consideration for KFC's willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your current and former affiliated entities, and each such foregoing person's or entity's successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, directors, officers, principals, and employees (collectively, the "Releasing Parties"), hereby forever release and discharge KFC and KFC's current and former affiliated entities, and each such foregoing entity's officers, directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the "KFC Parties") of and from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims") that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the KFC Parties, including without limitation, Claims (1) arising out of or related to the KFC Parties' obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the KFC Parties. You, on your own behalf and on behalf of each of the other Releasing Parties, further covenant not to sue any of the KFC Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

KFC is also entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to KFC the release and covenant not to sue provided above.

IF THE OUTLET YOU OPERATE UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE KFC PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE KFC PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this release on the date stated on the first page hereof.

**KFC US, LLC**

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

**FRANCHISEE OWNER**

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

**EXHIBIT W**

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**  
**(FOR THE PURCHASE OF A NEW KFC OUTLET)**

## **REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN, OR THE FRANCHISE GRANTED IS SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

The purpose of this Statement is to demonstrate to KFC US, LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of an KFC franchise to operate as an Outlet is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I received a copy of the FDD, including the Franchise Agreement and Development Agreement, at least 14 calendar days before I executed the Franchise Agreement and/or Development Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.	INITIAL:
My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.	INITIAL:
I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.	INITIAL:



PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.

INITIAL:

Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD?

☐ Yes ☐ No (Initial Here: \_\_\_\_)

If you selected "Yes," please describe the information you received on the lines below:

\_\_\_\_\_  
\_\_\_\_\_.

**Prohibited Parties Clause.** I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department's List of Specially Designated Nationals;
2. the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department's Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

**FRANCHISEE:**

Sign here if you are taking the franchise as an  
**INDIVIDUAL(S)**

(Note: use these blocks if you are an individual  
or a partnership but the partnership is not a  
separate legal entity)

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sign here if you are taking the franchise as a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_

**Signature**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**  
**(FOR THE PURCHASE OF AN EXISTING KFC OUTLET)**

## **REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN, OR THE FRANCHISE GRANTED IS SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

The purpose of this Statement is to demonstrate to KFC US, LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of an existing KFC outlet is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables over which Franchisor has no control such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the marketplace generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I received a copy of the FDD, including all exhibits and attachments, at least 14 calendar days before I executed any agreement in connection with the purchase of an existing KFC outlet. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD, including as to the success of the existing KFC outlet.	INITIAL:
My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the existing KFC outlet.	INITIAL:

<p>I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, and except as stated in the FDD no employee or other persons speaking on behalf of Franchisor (including any franchise broker) has made any statement, promise or assurance regarding the costs involved in operating the existing KFC outlet.</p>	<p>INITIAL:</p>
<p>I understand that Franchisor reviewed the Purchase Agreement between the Seller and me for the purpose of approving the transaction as a franchisor, that Franchisor was not reviewing the Purchase Agreement on my behalf, and that both Seller and I are responsible for obtaining independent legal counsel.</p>	<p>INITIAL:</p>
<p>PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.</p> <p>Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD and the financial information for the Existing Business you intend to purchase?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (Initial Here: ____)</p> <p>If you selected “Yes,” please describe the information you received on the lines below:</p> <p>_____</p> <p>_____.</p>	<p>INITIAL:</p>

**Prohibited Parties Clause.** I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department’s List of Specially Designated Nationals;
2. the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department’s Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports

terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

Acknowledged \_\_\_\_\_, 20\_\_.

**BUYER:**

Sign here if you are taking the existing outlet as an  
**INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual  
or a partnership but the partnership is not a  
separate legal entity)

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign here if you are taking the existing outlet as a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT X**  
**LETTER AGREEMENT**

---

## LETTER AGREEMENT

[Bank  
Address  
Address]

[Franchisee  
Address  
Address]

[Brand/Yum  
Address  
Address]

Ladies and Gentlemen:

Reference is made to (a) that certain Guaranty Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified, the “Guaranty”), made by [Brand/Yum] (together with its successors, the “Guarantor”), in favor of [Bank] (together with its successors, the “Lender”) for the benefit of [Franchisee] (the “Borrower”); (b) that certain Loan Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_, (as amended, supplemented or otherwise modified, the “Loan Agreement”), by and between the Lender, the Borrower and [Franchisee Guarantors] (the “Franchisee Guarantors”); (c) the Franchise Agreement(s) (each as amended, supplemented or otherwise modified, a “Franchise Agreement”), executed or to be executed by and between [Brand/Yum] and the Borrower for the operation of [Number] [Brand] restaurants (the “Restaurants”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Guaranty, the Loan Agreement or the Franchise Agreement, as applicable. For purposes of this Letter Agreement, the term “Affiliate” shall mean, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with, such first person or entity.

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

(a) the Borrower is a [state of formation] [corporation/LLC] duly formed, validly existing and in good standing under the laws of the state of its formation and has full power



and authority to execute, deliver and perform this Letter Agreement, the Loan Agreement and any other related document, as applicable. The Borrower is duly qualified to do business and is in good standing as a foreign limited liability company or a foreign corporation, as applicable, in each jurisdiction in which one or more Restaurants are located. The Borrower is a single purpose entity, the primary purpose of which is to own, operate and develop [Brand] Restaurants;

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

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

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

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

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

- (b) each Franchisee Guarantor shall execute and deliver, and the Borrower shall cause each Franchisee Guarantor to execute and deliver, to the Guarantor at or prior to [\_\_\_\_\_, \_\_\_\_], or at any time after [\_\_\_\_\_, \_\_\_\_] that any person becomes a Franchisee Guarantor, a guaranty substantially in the form of Exhibit A hereto (the “Franchisee Guaranty”), pursuant to which, among other things, each Franchisee Guarantor shall guarantee the obligations of the Borrower hereunder. Whenever this Letter Agreement requires the Borrower to take any action, such requirement shall be deemed to include an undertaking on the part of each Franchisee Guarantor to cause the Borrower to take such action;
- (c) the Borrower shall not, without the prior written consent of the Guarantor, refinance or restructure (including entering into a sale-leaseback arrangement) any portion of the Borrower’s debt or equity incurred in connection with the Loan Agreement;
- (d) the Borrower shall provide the Guarantor with an annual audited profit and loss statement, an annual statement of cash flows and a consolidated balance sheet within ninety (90) days after the end of each of the Borrower’s fiscal years. All financial reporting referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied and shall be certified by the president or principal financial officer of the Borrower;
- (e) each Franchisee Guarantor shall provide the Guarantor with annual financial statements of such Franchisee Guarantor within ninety (90) days after the end of each calendar year. All financial statements referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied;
- (f) the Borrower shall provide the Guarantor with quarterly business reports in a form reasonably required by the Guarantor, which shall include current loan balance information;
- (g) the Borrower shall promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and all other legal requirements applicable to the Borrower and the Restaurants;
- (h) the Borrower shall not dissolve, liquidate or consolidate with or otherwise acquire all or substantially all of the assets or properties of any other entity;

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

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

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

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

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

- (i) upon any payment of principal, interest or fees relating to any Loans (as defined in the Guaranty) becoming more than thirty (30) days past due;
- (ii) upon any Payment Default (as defined in the Guaranty);
- (iii) upon notice of Lender taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan;
- (iv) upon any action or proceeding instituted or threatened by or against the Borrower or any Franchisee Guarantor in any federal or state court or by any commission or other regulatory body, whether federal, state or local, or of any proceedings threatened against the Borrower or any Franchisee Guarantor in

writing, which, if determined adversely, could reasonably be expected to have a material adverse effect on the business, operations, properties, assets or the condition, financial or otherwise of the Borrower; and

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

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

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

- (a) upon any payment of principal, interest or fees relating to any Loan becoming more than 30 days past due;
- (b) upon any Payment Default (as defined in the Guaranty); and
- (c) at least ten (10) Business Days prior to taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan.

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

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

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

under a Partial Purchase Option shall be waived and postponed to the rights of the Lender in respect of any amounts payable under the Loan Agreement which are not assigned to the Guarantor to the same extent as is set forth in the proviso to Section 13 of the Guaranty.

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

7. The Borrower and each Franchisee Guarantor hereby agree jointly and severally to reimburse the Guarantor for any and all payments paid by the Guarantor to the Lender under the Guaranty, including, without limitation, all costs and expenses paid pursuant to Section 10 of the Guaranty; provided that such rights of the Guarantor to such reimbursement shall be subordinate to the rights to payment of the Lender under the Loan Agreement, and postponed until the Lender has been paid in full for all amounts owing to it under the Loan Agreement; provided, however, that such subordination shall not apply to any rights of the Guarantor or any of its Affiliates under any Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement. Further, each Franchisee Guarantor acknowledges and agrees that any rights of subrogation it may have with respect to any payments by it to the Lender under the Loan Agreement or any other related document, shall be subordinate to the rights to payment of the Lender and to the rights to reimbursement of the Guarantor (as set forth in this Section 7), and shall be postponed until the Lender and the Guarantor have each been paid in full for all amounts owing to each such party under the Loan Agreement, the Guaranty or any other related document.

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

Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement.

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

10. The Lender agrees that if, at any time after a default under the Loan Agreement, the Lender elects to transfer any of the Owned Properties or any lease or sublease related to any Restaurant to a third party for any use other than as a [Brand] restaurant, in addition to the requirements of Section 5 hereof, the Guarantor will have a prior right to acquire the affected properties on the same terms and conditions as those agreed to between the Lender and the third party. If the Lender reaches agreement with a third party regarding transfer, the Lender shall notify the Guarantor in a writing that describes the location of the property, the interest proposed to be transferred, and the terms of the transfer. Within thirty (30) days after receipt of the written notice from the Lender, the Guarantor may elect, in its sole discretion, to acquire the affected properties on the same terms agreed upon between the Lender and the third party.

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

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

- (a) if to the Guarantor, in accordance with Section 9 of the Guaranty;
- (b) if to the Lender, in accordance with Section 9 of the Guaranty;
- (c) [if to the Borrower, address, e-mail address; and
- (d) if to a Franchisee Guarantor, address, e-mail address;]

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

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

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

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

17. This Letter Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Letter Agreement. Delivery of an executed counterpart of this Letter Agreement by an electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Letter Agreement. Any party delivering an executed counterpart of this Letter Agreement by an electronic method of transmission also shall deliver an original executed counterpart of this Letter Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Letter Agreement.



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

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

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

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

Sincerely,

[Brand/Yum],  
as Guarantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed as of the date set forth above:

[BANK],  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed as of the date set forth above:

BY: [FRANCHISEE]  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

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

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

## Exhibit A

### GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce KFC US, LLC, a Delaware limited liability company ("KFC"), its parents, subsidiaries, affiliates, successors, and assigns, and/or Yum! Brands, Inc., a North Carolina corporation (hereinafter collectively referred to as "Obligees," whether one or more), to enter into that certain letter agreement dated \_\_\_\_\_ (the "Letter Agreement") with LS BDC Adviser, LLC, an affiliate of Lafayette Square Holding ("Lender"), and [insert franchisee entity name], a(n) [insert state] [limited liability company/corporation] (the "Obligor"), of [City/State of Legal Entity's corporate offices], the undersigned (hereinafter referred to as the "Guarantors," whether one or more) jointly and severally guarantee unconditionally and absolutely to Obligees that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of the Letter Agreement, and all renewals, extensions and amendments thereof, including, without limitation, any representations, warranties and indemnities contained in the Letter Agreement (collectively the "Guaranteed Obligations").

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally with other guarantors of the Guaranteed Obligations, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by KFC, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand, protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor or any other guarantors of the Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other guarantors of the Guaranteed Obligations, including other Guarantors, as parties thereto. If Obligees institute and prevail entirely in any action at law or in equity against Guarantors based entirely or in part on the terms of this Guaranty, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorneys' fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail entirely in any claim instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails entirely, each will bear its own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities. This Guaranty has been made and accepted in the Commonwealth of Kentucky, and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

Guarantors hereby unconditionally and absolutely guarantee the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligees or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantors agree that Obligees shall in no way be obligated to bring or prosecute any action against Obligor of said Guaranteed Obligations or make any demand on Obligor or give any notice of any kind to any party. Obligees shall not be liable or accountable in any respect, nor shall Guarantors have a right of recourse against Obligees by reason of, any act or omission on the part of Obligees in connection with any of the matters herein mentioned.

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_

[Guarantor 1 First and Last Name]

[Guarantor 2 First and Last Name]

**EXHIBIT Y**  
**OWNERSHIP ADDENDUM**

**OWNERSHIP ADDENDUM TO**  
**KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

THIS OWNERSHIP ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT (this “Addendum”) is made as of \_\_\_\_\_ (the “Effective Date”) by and between (i) KFC US, LLC, a Delaware limited liability company (“KFC”), (ii) [Franchisee Legal Entity] a(n) [State of Registration/Incorporation] [limited liability company, corporation, etc.] (“Franchisee”), and (iii) [add additional parties as required] (together the “Direct Owners”). “Franchisee Parties” means collectively the Franchisee and Direct Owners.

**RECITALS**

A. KFC and Franchisee are parties to a franchise agreement dated [Franchise Agreement Date or reference to Schedule 1] (the “Franchise Agreement”) pursuant to which Franchisee owns and operates a Kentucky Fried Chicken outlet located at [KFC Outlet Address or reference to Schedule 1] (the “Outlet”).

B. The Franchise Agreement contemplates that the franchisee will be either an individual or a legal entity owned by individuals.

C. Franchisee is a legal entity that is owned by at least one other legal entity, which ownership structure is not contemplated by the Franchise Agreement.

D. KFC and Franchisee have agreed to certain modifications of the Franchise Agreement to address Franchisee’s ownership structure.

**AGREEMENT**

In consideration of the above recitals and the provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Representations and Warranties**. The Franchisee Parties represent and warrant that as of the Effective Date:

(a) Franchisee is a legal entity duly organized, validly existing and in good standing under the laws of its state of organization and that the Corporate Documents (as defined below) provided by Franchisee to KFC are true, correct and complete copies of all Corporate Documents of Franchisee. Franchisee Parties further acknowledge and agree that they shall submit any future modifications to the Corporate Documents of Franchisee to KFC. “Corporate Documents” includes, without limitation, a legal entity’s certificate of formation or incorporation, bylaws, operating agreement, shareholders agreement, and any other organizational documents or corporate records, as applicable, that impact the management and voting rights of the legal entity.

(b) The ownership interests of Franchisee are currently as follows (collectively, the Direct Owners and indirect owners are referred to as the “Owners”): [The chart should cover all

*owners, direct and indirect. So, each owner that is a legal entity should have its ownership identified in the chart until we have identified all individuals with a direct or indirect ownership interest in Franchisee.]*

<u>Owner</u>	<u>Nature of</u> <u>Interests/Shares</u>	<u>Amount of</u> <u>Interests/Shares</u>

(c) Each of *[insert name of each entity with a direct or indirect ownership in Franchisee]* (the “**Entity Owner(s)**”) is a legal entity duly organized, validly existing and in good standing under the laws of its state of organization and each Entity Owner has provided to KFC true, correct and complete copies of all Corporate Documents for each Entity Owner. Franchisee Parties acknowledge and agree that they shall submit any future modifications to the Corporate Documents of Entity Owner(s) to KFC. Franchisee Parties further acknowledge and agree that they must obtain KFC’s prior written approval to any change of majority ownership or voting control of any Entity Owner, which approval will be subject to Franchisee’s and Owners’ satisfaction of the conditions contained in Section 16.3 of the Franchise Agreement, as applicable. Any such change without KFC’s prior written approval will be a breach of the Franchise Agreement.

(d) *[KFC Control Person first and last name]* is the *[title of KFC Control Person]* of the Franchisee and the Control Person (as such term is defined in the Franchise Agreement), and [s]he has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform all of Franchisee’s obligations under the Franchise Agreement. Any change of Control Person is subject to the requirements and conditions under the Franchise Agreement, including prior written consent of KFC.

2. **Acknowledgments.** Franchisee Parties acknowledge and agree that:

(a) the Owners do not have any rights to the franchise granted under the Franchise Agreement nor any right to operate the Outlet by virtue of having ownership interest in Franchisee.

(b) the Owners do not have any rights to use KFC’s trademarks or confidential information, and that such right is granted only to Franchisee in connection with its operation of the Outlet in accordance with the Franchise Agreement.

(c) the restrictions on certain activities contained in Section 15 of the Franchise Agreement shall apply to each Owner.

3. **Distributions.** Franchisee Parties acknowledge and agree that Franchisee will not make distributions, directly or indirectly, to any Owners: (i) if Franchisee is delinquent in the payment of amounts owed to KFC, KFC National Council and Advertising Cooperative, Inc., or

any other of KFC's affiliates; or (ii) if Franchisee is delinquent in the payment of loans where the creditor has a security interest in any of the Outlet's assets.

4. **Subordination.** Upon any distribution of the assets of Franchisee upon any termination, dissolution, winding up, total or partial liquidation or reorganization, whether voluntary or involuntary, under the United States Bankruptcy Code (11 U.S.C. §101 et seq., as amended from time to time and any successor statute), insolvency, receivership or similar proceeding or upon assignment for the benefit of creditors, KFC shall first be entitled to receive payment of, and interest on and all other amounts payable in respect of the obligations of Franchisee under the Franchise Agreement, before any Owner is entitled to receive any payment on account of its direct or indirect interest in the Franchisee.

5. **Guaranty.** Franchisee Parties acknowledge and agree that KFC's execution of this Addendum [and the Franchise Agreement] is subject to KFC's receipt of the following documents: (i) a Guaranty executed in the form attached as Exhibit A to this Addendum by each Owner (both Direct Owners and indirect Owners), other than an Entity Owner, with at least a 10% ownership interest in Franchisee, and (ii) a Guaranty executed in the form attached as Exhibit B to this Addendum by each Entity Owner (both Direct Owners and indirect Owners) [with at least a 10% ownership interest in Franchisee].

6. **Miscellaneous.**

(a) **Recitals.** The recitals above are true and correct and are incorporated herein by reference and made a part of this Addendum.

(b) **Defined Terms.** All defined terms used but not defined in this Addendum shall have the meanings given to them in the Franchise Agreement.

(c) **Amendment.** Neither this Addendum nor any of the terms hereof may be amended, waived, discharged or terminated unless such amendment, waiver, discharge or termination is in writing signed by the parties hereto.

(d) **Successors and Assigns.** This Addendum and the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(e) **Entire Agreement; Scope of Addendum.** This Addendum constitutes the entire understanding between the parties with respect to the subject matter of this Addendum. This Addendum shall be deemed a part of and is hereby incorporated into the Franchise Agreement. Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement and any amendments thereto remain in full force and effect. If there is any conflict between the provisions of this Addendum and the provisions of the Franchise Agreement, the provisions of this Addendum will prevail.

(f) **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed via scanned or



electronic signatures, and any such executed scanned or electronic copy shall be treated as an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed by their proper and duly authorized officers as of the Effective Date.

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

**[Franchise Legal Entity]**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Kate B. Ward  
Vice President & Chief Legal Officer

**Printed Name:**  
**Title:**

**DIRECT OWNERS:**

**[Direct Owner Legal Entity #1]**

**[Direct Owner Legal Entity #2]**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

**Printed Name:**  
**Title:** \_\_\_\_\_

**Printed Name:**  
**Title:** \_\_\_\_\_

**EXHIBIT A**

**FORM GUARANTY FOR INDIVIDUAL OWNERS AND TRUSTS**

## GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce KFC US, LLC, a limited liability company ("KFC"), its parents, subsidiaries, affiliates, successors, and assigns, and/or KFC National Council and Advertising Cooperative, Inc., a Delaware corporation, (hereinafter referred to as "Obligees," whether one or more) to enter into certain Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases and to do certain business with [Legal Entity Name](the "Obligor"), of [City/State of Legal Entity's corporate offices], the undersigned (hereinafter referred to as the "Guarantors," whether one or more) jointly and severally guarantee unconditionally and absolutely to Obligees that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases between Obligees and the Obligor, and all renewals, extensions and amendments thereof, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases (collectively the "Guaranteed Obligations"), relating to or arising out of the operation of each of the Kentucky Fried Chicken restaurant(s) (hereinafter referred to as the "Outlet(s)") set forth on the attached **Schedule 1**, as it may be amended periodically.

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally with other guarantors of the Guaranteed Obligations, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by KFC, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor or any other guarantors of the Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other guarantors of the Guaranteed Obligations, including other Guarantors, as parties thereto. If Obligees institute and prevail entirely in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorneys' fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail entirely in any claim instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails entirely, each will

bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities. This Guaranty has been made and accepted in the Commonwealth of Kentucky, and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

Guarantors hereby unconditionally and absolutely guarantee the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligees or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantors agree that Obligees shall in no way be obligated to bring or prosecute any action against Obligor of said Guaranteed Obligations or make any demand on Obligor or give any notice of any kind to any party. Obligees shall not be liable or accountable in any respect, nor shall Guarantors have a right of recourse against Obligees by reason of, any act or omission on the part of Obligees in connection with any of the matters herein mentioned.

The amount of the maximum aggregate liability of the Guarantors for the Guaranteed Obligations, with the other guarantors of the Guaranteed Obligations is identified on **Schedule 1**, as it may be amended periodically; provided, however, all guarantors of the Guaranteed Obligations are jointly and severally liable for the Guaranteed Obligations. The date on which this Guaranty terminates is five years after the expiration, of the last Franchise Agreement (including any renewal or extension thereof) executed for any of the Outlets in Schedule 1, provided, however, that such termination shall not affect the liability of the Guarantors with respect to:

- (1) Guaranteed Obligations created or incurred prior to such date; or
- (2) Extensions or renewals of, interest accruing on, or fees, costs, or expenses incurred with respect to, such Guaranteed Obligations on or after such date.

Guarantors acknowledge and agree that they have previously executed one or more guaranties associated with certain Outlets set forth in Schedule 1 (the “Existing Guaranties”), and that the execution by Guarantors of this Guaranty shall not terminate or otherwise release Guarantors from the Existing Guaranties with respect to obligations that accrued prior to the date hereof. However, Guarantors further acknowledge and agree that the maximum aggregate liability set forth above for this Guaranty shall apply to all the Outlets set forth on Schedule 1 from and after the date hereof, whether subject to the Existing Guaranties or not.

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_  
[Guarantor 1 First and Last Name]

\_\_\_\_\_  
[Guarantor 2 First and Last Name]

**SCHEDULE 1 TO GUARANTY**  
**Executed on [insert date guaranty originally executed]**  
**Effective Date: This Schedule 1 is effective**  
**as of \_\_\_\_\_**

The maximum aggregate liability of the Guarantors for the Guaranteed Obligations is  
\$\_\_\_\_\_.

<b>Outlet ID #</b>	<b>Outlet Address</b>
--------------------	-----------------------

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_  
[Guarantor 1 First and Last Name]

\_\_\_\_\_  
[Guarantor 2 First and Last Name]

**EXHIBIT B**  
**FORM GUARANTY FOR ENTITY OWNERS**

## ENTITY OWNER GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce KFC US, LLC, a limited liability company (“KFC”), its parents (including KFC Corporation), subsidiaries, affiliates, successors, and assigns, and/or KFC National Council and Advertising Cooperative, Inc., a Delaware corporation, (hereinafter referred to as “Obligees,” whether one or more) to enter into certain<sup>1</sup> Franchise Agreements, [a Relationship Agreement], Development Agreement, Upgrading Agreements, Advertising Agreements, Restaurant Technical Agreement, and all related agreements, and to do certain business with [Franchisee Legal Entity] (“Franchisee”), [add names of Entity Owners from the Ownership Addendum to FA] (“[ ]”), and together with Franchisee, collectively, the “Obligors”), the undersigned (hereinafter referred to as the “Guarantors,” whether one or more) guarantees unconditionally and absolutely to Obligees that the Obligors will fully, promptly and faithfully perform, pay and discharge all of the Obligors’ present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, and all renewals and extensions thereof, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, [a Relationship Agreement], Development Agreement, Upgrading Agreements, Advertising Agreements, Restaurant Technology Agreement, and all related agreements between Obligees and the Obligors, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, [Relationship Agreement], Development Agreement, Upgrading Agreements, Advertising Agreements, Restaurant Technology Agreement, and all related agreements (collectively the “Guaranteed Obligations”), relating to or arising out of the operation of each of the Kentucky Fried Chicken restaurant(s) (hereinafter referred to as the “Outlet(s)”) set forth on the attached **Schedule 1**.

In the event of default by the Obligors in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally with other guarantors of the Guaranteed Obligations, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by KFC, such performance, payment or discharge shall be made at Obligees’ main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligors or any other guarantors of the Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligors or the other guarantors of the Guaranteed Obligations, including other Guarantors, as parties thereto. If Obligees institute

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<sup>1</sup> With no cap on the liability, all agreements to which this guaranty applies should be expressly identified on Schedule 1.



and prevail entirely in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorney's fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail entirely in any claim instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails entirely, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities.

Guarantors hereby unconditionally and absolutely guarantee the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligees or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantors agree that Obligees shall in no way be obligated to bring or prosecute any action against Obligor of said Guaranteed Obligations or make any demand on Obligor or give any notice of any kind to any party. Obligees shall not be liable or accountable in any respect, nor shall Guarantors have a right of recourse against Obligees by reason of, any act or omission on the part of Obligees in connection with any of the matters herein mentioned.

The date on which this Guaranty terminates is five years after the expiration, of the last Franchise Agreement executed for any of the Outlets in Schedule 1, provided, however, that such termination shall not affect the liability of the Guarantors with respect to:

- (1) Guaranteed Obligations created or incurred prior to such date; or
- (2) Extensions or renewals of, interest accruing on, or fees, costs, or expenses incurred with respect to, such Guaranteed Obligations on or after such date.

This Guaranty and any claims, controversy, dispute or cause of action (whether sounding in contract, tort or otherwise) based upon, arising out of or relating to this Guaranty and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Kentucky without giving effect to any choice of law principles that would apply the laws of another jurisdiction.

Each Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Commonwealth of Kentucky, in any action or proceeding arising out of or relating to this Guaranty, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Commonwealth of Kentucky court or, to the extent permitted by applicable legal requirements, in such federal court. Guarantors agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable legal requirements. Nothing in this Guaranty or otherwise shall affect any right that Obligees may otherwise have to bring any action or proceeding relating to this Guaranty against any Guarantor or its properties in the courts of any jurisdiction.

Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable legal requirements, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Guaranty in any court referred to in the immediately preceding paragraph. Guarantors hereby irrevocably waive, to the fullest extent permitted by applicable legal requirements, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

**EACH GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING THIS GUARANTY OR THE OTHER TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH GUARANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OBLIGEES HAVE BEEN INDUCED TO ENTER INTO THIS GUARANTY AND THE OTHER DOCUMENTS EVIDENCING THE GUARANTEED OBLIGATIONS, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.**

Executed this day of \_\_\_\_\_.

GUARANTORS:

[\_\_\_\_\_]
[ADDRESS]

By: \_\_\_\_\_

Name: \_\_\_\_\_
Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_
Title: \_\_\_\_\_

**Schedule 1 to Entity Owner Guaranty**

**Outlets**

Outlet Number	Outlet Address	Agreement Name and Date	Parties to Agreement

### **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	Exempt
Hawaii	_____
Illinois	Exempt
Indiana	Exempt
Maryland	Exemption Pending
Michigan	March 21, 2025
Minnesota	_____
New York	Exempt
North Dakota	Exemption Pending
Rhode Island	Exemption Pending
South Dakota	_____
Virginia	Exemption Pending
Washington	Exemption Pending
Wisconsin	March 21, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT Z**

**RECEIPTS**

**RECEIPT  
(OUR COPY)**

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 KFC US, 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, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must 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 KFC US, 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 identified on Exhibit A.

The franchisor is KFC US, LLC, located at 1900 Colonel Sanders Lane, Louisville, KY 40213. Its telephone number is (502) 874-8300. The franchise seller for this offering is:

☐ Jenny Heitkemper  
KFC US, LLC  
1900 Colonel Sanders Lane  
Louisville, Kentucky 40213  
(502) 874-8300

☐ Name of Franchised Seller:  
\_\_\_\_\_  
Principal Business Address:  
\_\_\_\_\_

Issuance Date: March 21, 2025

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated March 21, 2025, that includes the following Exhibits:

Exhibit A -	State Administrators / Agents for Service of Process	Exhibit N -	Guaranty
Exhibit B -	Kentucky Fried Chicken Franchise Agreement	Exhibit O -	Control Person Addendum
Exhibit C -	Development Agreement	Exhibit P -	Renewal Addendum
Exhibit D -	Deposit Agreement	Exhibit Q -	Rebuild/Relocate Addenda
Exhibit E -	Option Agreement	Exhibit R -	Restaurant Technology Agreement
Exhibit F -	Advertising Agreement	Exhibit S -	Restaurant Technology Hardware Self Maintenance Ag.
Exhibit G -	5/15 Amendment	Exhibit T -	Spousal Consent
Exhibit H -	Legacy New Development Addendum	Exhibit U -	Addendum to Lease
Exhibit I -	KFC Standards Library Table of Contents	Exhibit V -	Form of General Release
Exhibit J -	Financial Statements	Exhibit W -	Representations and Acknowledgment Statement
Exhibit K -	List of Franchisees and Outlets	Exhibit X -	Letter Agreement
Exhibit L -	List of Franchisees Who Left the System	Exhibit Y -	Ownership Addendum
Exhibit M -	State Addenda	Exhibit Z -	Receipts

**Prospective Franchisee:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to KFC US, LLC, 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 or by email to [KFCFranchiseFinance@yum.com](mailto:KFCFranchiseFinance@yum.com).

**RECEIPT  
(YOUR COPY)**

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 KFC US, 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, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must 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 KFC US, 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 identified on Exhibit A.

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☐ Jenny Heitkemper  
KFC US, LLC  
1900 Colonel Sanders Lane  
Louisville, Kentucky 40213  
(502) 874-8300

☐ Name of Franchised Seller: \_\_\_\_\_  
Principal Business Address: \_\_\_\_\_

Issuance Date: March 21, 2025

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Exhibit L -	List of Franchisees Who Left the System	Exhibit Y -	Ownership Addendum
Exhibit M -	State Addenda	Exhibit Z -	Receipts

**Prospective Franchisee:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_  
(Do not leave blank)

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.