



## FRANCHISE DISCLOSURE DOCUMENT

McDonald's USA, LLC  
a Delaware limited liability company  
110 N. Carpenter Street  
Chicago, Illinois 60607  
(630) 623-3000  
[www.mcdonalds.com](http://www.mcdonalds.com)

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

The total investment necessary to begin operation of a traditional McDonald's franchise ranges from \$1,469,000 to \$2,503,000 (see Item 7 for small town oil, small town retail, and Satellite locations). This includes an initial franchise fee of \$45,000.00 (see Item 5 for small town oil, small town retail, and Satellite locations) that must be paid to the franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Practice Group at 110 N. Carpenter Street, Chicago, IL 60607 and (630) 623-3000.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](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.

Issuance Date: May 1, 2023

## How to Use This Franchise Disclosure Document

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

<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 R and S.
<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 A 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 McDonald's business in my area?</b>	Item 12 and the "territory" provisions in the franchise 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 McDonald's franchisee?</b>	Item 20 or Exhibits R and S 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 grants you a territory, the franchisor may have the right to compete with you in your territory.

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Illinois. 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 Illinois than in your own state.
2. The franchise agreement states that except under certain circumstances Illinois law governs the agreement. This law may not provide the same protections and benefits as local law. You may want to compare these laws.
3. You must pay a franchisee fee in addition to rent and a service fee. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. There may be other risks concerning this franchise.

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.

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

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

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

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

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

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

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

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

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

Any questions regarding this notice should be directed to:

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

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## **Item 1**

### **The Franchisor and any Parents, Predecessors, and Affiliates**

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

We are a Delaware limited liability company. Our principal place of business is 110 N. Carpenter Street, Chicago, Illinois, 60607. We currently do business under the name of McDonald's USA, LLC. Our agents for service of process are disclosed in Exhibit O. We are a wholly-owned subsidiary of our parent and predecessor, McDonald's Corporation, a Delaware corporation. Our predecessor's principal place of business is 110 N. Carpenter Street, Chicago, Illinois, 60607. Our predecessor currently does not offer franchises. Neither we nor our predecessor have ever offered franchises in any other line of business.

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

We develop, operate, franchise, and service a system of restaurants that prepare, assemble, package, and sell a limited menu of value-priced foods under the McDonald's System in the U.S. The "McDonald's System" is a concept of restaurant operations that includes, among other things, certain rights in trademarks, manuals, and other confidential business information; operational, real estate, and marketing information; and the expertise and continuing information that we provide. All McDonald's restaurant businesses in the U.S. are operated under franchise agreements and are owned by franchisees who are independent third parties or by our wholly-owned subsidiaries ("McOpCo companies"). Currently, about 95% of all U.S. restaurants are franchised to independent franchisees and about 5% are franchised to McOpCo companies.

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

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

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

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

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

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

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

## **Item 2 Business Experience**

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

<u>Title</u>	<u>Name</u>	<u>Start Date</u>
Director and President	Joe Erlinger	April 22, 2002
Director	Kevin M. Ozan	September 5, 1997
Director	Angela K. Steele	May 9, 2011
U.S. Chief Restaurant Operations Officer	Mason Smoot	March 1, 1994
U.S. Chief Finance Officer	Tom Dillon	February 2, 2009
National Field President	Myra Doria	January 1, 1996
U.S. Vice President – Franchising Strategy	Brad Bogan	June 17, 2019 (1)
U.S. Field Vice President	Albert Ahumada	October 30, 2007
U.S. Field Vice President	Derin Briggs	February 7, 2022 (2)
U.S. Field Vice President	Joseph Chiczewski	August 6, 2012
U.S. Field Vice President	Zoe Hamburger	October 1, 2013
U.S. Field Vice President	Monica Hayes	June 1, 2022 (3)
U.S. Field Vice President	Douglas Lorimer	November 1, 2007
U.S. Field Vice President	Ken Marcinkowski	August 25, 2003
U.S. Field Vice President	Alycia Mason	November 26, 2018 (4)
U.S. Field Vice President	Charlie Newberger	July 20, 2009
U.S. Field Vice President	Remedios Valenzuela	January 16, 1984
Sr. Director – Operations Officer	Jerry Angelotti	April 4, 1997

<u>Title</u>	<u>Name</u>	<u>Start Date</u>
Sr. Director – Operations Officer	Angela Blissett	May 18, 2006
Sr. Director – Operations Officer	Anthony Cayce	June 27, 2011
Sr. Director – Operations Officer	Alan Cohen	September 27, 2001
Sr. Director – Operations Officer	John Cronan	February 21, 2005
Sr. Director – Operations Officer	Patricia Diaz	May 16, 2018 (5)
Sr. Director – Operations Officer	Robert Franklin	June 4, 2018 (6)
Sr. Director – Operations Officer	Christina Lewis	September 1, 1994
Sr. Director – Operations Officer	Val Mathelier	August 17, 2011
Sr. Director – Operations Officer	Stephen McElhatten II	June 5, 2018 (7)
Sr. Director – Operations Officer	Brad Miles	June 23, 2003
Sr. Director – Operations Officer	Heather Pfeiff	February 21, 2011
Sr. Director – Operations Officer	Jeff Roth	February 1, 2017 (8)
Sr. Director – Operations Officer	Lynn Rudy	October 15, 1996
Sr. Director – Operations Officer	Leanne Sagert	October 1, 2002
Sr. Director – Operations Officer	Lauren Schultz	June 15, 2009
Sr. Director – Operations Officer	Steve Thatcher	June 27, 1986
Sr. Director – Operations Officer	Silvia Vergani	May 24, 1991
Sr. Director – Operations Officer	Josephine Wee	August 1, 1988
Sr. Director – Operations Officer	Michelle Wherry	April 1, 1985
Sr. Director – Operations Officer	Anand Yalamanchi	November 5, 2000

(1) Brad Bogan is the U.S. Vice President - Franchising Strategy effective as of April 2022. From June 2019 to March 2022, he was the U.S. Field Vice President for the Denver Field Office. From January 2018 to June 2019, he was the Managing Director – Consumer/Retail Strategy, Operations and M&A Advisory for Deloitte in Chicago, Illinois.

(2) Derin Briggs is the U.S. Field Office Vice President for the Nashville Field Office effective as of February 7, 2022. From November 2019 to January 2022, she was the Division Vice President for Dollar General, and from October 2018 to November 2019, she was the Regional Director for Dollar General. From January 2018 to September 2018, she was the District Senior Director for Target, located in Austin and San Antonio, Texas.

(3) Monica Hayes is the U.S. Field Office Vice President for the Atlanta Field Office effective as of April 2023. From June 2022 to April 2023, she was Vice President in McDonald’s Accelerated Operations Training Program. From January 2021 to May 2022 she was Vice President, West Zone Operations; from January 2019 to December 2020, she was Chief of Staff to the President and Chief Operating Officer; and from January 2018 to January 2019 she was Head of Revenue Growth Management and Finance, all for The Coca Cola Company, located in Atlanta, Georgia.

(4) Alycia Mason is the U.S. Field Office Vice President for the Denver Field Office effective as of February 2023. From March 2022 to February 2023, she was Chief U.S. Customer Experience Officer and from November 2018 to March 2022, she was Vice President, Digital Customer Experience and Media. From January 2018 to November 2018, she was an Executive Vice President at Starcom, located in Chicago, Illinois.

(5) Patricia Diaz is a Sr. Director – Operations Officer for the Nashville Field Office effective November 2020. From May 2018 to November 2020, she was the Marketing Officer for the Nashville Field Office. From January 2018 to May 2018, she was an Executive Director at LNC, located in Houston, Texas.

(6) Robert Franklin is a Sr. Director – Operations Officer for the Bethesda Field Office effective January 2023. From November 2019 to January 2023, he was a Director of Value & Deal Strategy within US Finance & Insights, and from June 2018 to November 2019, he was a Lead Manager of Performance Management. From January 2018 to April 2018, he was a Case Team Leader for the consulting firm Bain & Company, located in Chicago, Illinois.

(7) Stephen McElhatten II is a Sr. Director – Operations Officer for the Chicago Field Office effective February 16, 2021. From April 2019 to February 2021, he was the Operations Associate Lead, and from June 2018 to April

2019, he was a Franchise Business Partner, both for the Atlanta Field Office. From January 2018 to May 2018, he was the Vice President of Operations for JKB Management, located in Newark, Ohio.

(8) Jeff Roth is a Sr. Director – Operations Officer for the Stamford Field Office effective October 2020. From July 2018 to September 2020 he was a Franchise Business Partner, and from January 2018 to July 2018, he was a Business Consultant, both for the Stamford Field Office.

### **Item 3 Litigation**

#### **Pending Cases**

Luis Canizares Gonzalez and Luis Canizares Restauracion, S.L., v. McDonald's Sistemas de España Inc, Sucursal en España (MSE) and McDonald's Corporation (Case No. 559/2014). On June 16, 2014, a franchisee in Spain and his operating entity filed a complaint against our affiliate, MSE, and our predecessor in Madrid's Civil Court No. 72 alleging promissory estoppel, breach of contract related to McDonald's alleged failure to meet its obligations under the franchise agreement and violations of Article 62 of the Ley de Ordenación del Comercio Minorista for the alleged failure to disclose pre-contractual information related to their franchise obligations. The plaintiffs are seeking money damages, compensation for lost earnings and mental anguish, interest and costs. On April 29, 2016, the court issued a judgment dismissing plaintiffs' claims against our affiliate and predecessor. On September 29, 2016, the plaintiffs appealed the court's judgment and on March 20, 2018, our affiliate filed its answer. The parties are awaiting the court's decision. Our affiliate and predecessor intend to continue to defend their interests vigorously in this case.

Farah Gohari v. McDonald's Corporation, et al. (Case No2016-CH-08261). On June 20, 2016, plaintiff filed a complaint against our predecessor and our former franchisee of two O'Hare airport restaurants in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. Plaintiff alleges that the Digital Menu Board prices at the two restaurants were lower than the prices at the register. Plaintiff's initial complaint asserted claims for common law fraud and violations of the Illinois Consumer Fraud Act ("ICFA") and sought class certification, injunctive relief, actual and compensatory damages, and attorneys' fees and costs. On November 30, 2016, the court dismissed the common law fraud count with prejudice. On December 28, 2016, plaintiff filed an amended complaint asserting claims under the ICFA and the Racketeer Influenced and Corrupt Organizations Act ("RICO") and seeking the same relief as the initial complaint. On July 13, 2017, the court dismissed plaintiff's RICO claim. As a result, the ICFA claim is the only remaining claim. On April 23, 2019, after answering the complaint, our predecessor filed a motion for summary judgment. The former franchisee joined this motion on May 1, 2019. Plaintiff then moved the court for leave to amend her complaint. On October 1, 2020, the court granted summary judgment in our predecessor's favor. On October 8, 2020, plaintiff filed a notice of appeal. On February 22, 2022, the appellate court reversed and remanded the case to the Circuit Court. The parties have cross-filed motions for summary judgment, which are fully briefed and pending the court's decision. Our former franchisee and predecessor intend to defend their interests vigorously in this case.

Leinani Deslandes, et al. v. McDonald's USA, LLC, and McDonald's Corporation and Does 1-10 (Case No. 1:17-cv-04857). On June 28, 2017, plaintiff, a former franchisee employee, filed a complaint against us and our predecessor in the U.S. District Court, Northern District of Illinois, Eastern Division, alleging that a provision of McDonald's franchise agreement unlawfully prohibited her from obtaining a position at a nearby franchise that would have paid her more money and, as a consequence, she suffered reduced wages, loss of professional growth opportunities and illegal working conditions. Plaintiff asserts we and our predecessor engaged in unlawful contracts and unfair competition in violation of the Sherman Antitrust Act, the Illinois Antitrust Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act. Plaintiff seeks class certification, damages, restitution, attorneys' fees, costs and expenses and a permanent injunction enjoining McDonald's from enforcing the franchise agreement provision at issue in the complaint. On September 18, 2017, plaintiff filed an amended complaint. On October 2, 2017, McDonald's filed a motion to dismiss plaintiff's amended complaint, and on June 25, 2018 the court denied that motion. On June 28, 2022, the court granted our motion for judgment on the pleadings, entering judgment in McDonald's favor. On July 27, 2022, plaintiff filed an appeal. We and our predecessor intend to defend our interests vigorously in this case.

Stephanie Turner v. McDonald's USA, LLC and McDonald's Corporation (Case No. 1:19-cv-05524). On August 15, 2019, plaintiff, who worked in corporate-owned and franchisee-owned restaurants, filed a complaint against us and our predecessor in the U.S. District Court, Northern District of Illinois, Eastern Division. Her complaint alleges that a provision of McDonald's franchise agreement unlawfully prohibited her from obtaining a position at other McDonald's-brand restaurants that would have paid her more money and, as a consequence, she suffered reduced wages, loss of professional growth opportunities and illegal working conditions. Plaintiff asserts that we and our predecessor engaged in unlawful contracts and unfair competition in violation of the Sherman Antitrust Act. On October 15, 2019, we moved to dismiss plaintiff's claims, and on April 24, 2020, the court denied that motion. On June 28, 2022, the court granted our motion for judgment on the pleadings, entering judgment in McDonald's favor. On July 27, 2022, plaintiff filed an appeal. We and our predecessor intend to defend our interests vigorously in this case.

Christine Crawford, et al. v. McDonald's USA, LLC and McDonald's Corporation (Case No. 1:20-cv-05132). On August 31, 2020, plaintiffs, seventy-seven former franchisees, filed a complaint against us and our predecessor in the U.S. District Court, Northern District of Illinois, Eastern Division. Their complaint alleges that we and our predecessor discriminated against Black franchisees on the basis of their race. Plaintiffs claim that their allegations constitute bad faith breach of their franchise agreements, fraudulent inducement and fraudulent omission, and violate federal civil rights laws. Plaintiffs seek declaratory relief, compensatory and punitive damages, and attorneys' fees and costs. On October 23, 2020, we and our predecessor moved to dismiss plaintiffs' claims. On November 16, 2020, plaintiffs filed an amended complaint which added twenty-eight former franchisees and deleted three former franchisees, bringing the total number of plaintiffs to seventy-seven. On December 21, 2020, we and our predecessor moved to dismiss plaintiffs' amended complaint, which the court granted on September 28, 2022. The court allowed plaintiffs to file another amended complaint. Forty-eight of the plaintiffs retained new counsel, and the court severed those plaintiffs into a separate but related case. Both sets of plaintiffs filed amended complaints on December 16, 2022. We intend to defend our interests vigorously in this case.

Kytch, Inc. v. McDonald's Corporation (Case No. 1:22-cv-00279). On March 1, 2022, plaintiff filed a complaint against our predecessor in the U.S. District Court, District of Delaware. The complaint alleges that our predecessor engaged in false advertising, trade libel and deceptive trade practices by warning franchisees of safety concerns associated with a device designed to diagnose and repair ice cream machines that was developed by plaintiff. The complaint also alleges that our predecessor tortiously interfered with plaintiff's nondisclosure agreements by inducing franchisees to disclose certain information that plaintiff alleges was confidential. Plaintiff seeks injunctive relief, monetary damages, punitive damages, costs and attorneys' fees. On April 22, 2022, our predecessor moved to dismiss the complaint. The court denied our motion on March 29, 2023. Our predecessor intends to defend its interests vigorously in this case.

Larry Clark et al. v. McDonald's Corporation (Case. No. 3:22-cv-628). On March 28, 2022, plaintiff Larry Clark filed a complaint against our predecessor in the U.S. District Court, Southern District of Illinois, Benton Division; the complaint was later amended and additional plaintiffs were added. Two other complaints were filed in April 2022 in the U.S. District Court, Northern District of Illinois, by plaintiffs Ken McDowell and Joseph Collora, which were consolidated in an amended complaint filed on July 1, 2022. The complaints all allege that our predecessor represents that its food products are safe and sustainable but did not disclose that the packaging for certain food items contain PFAS, or so-called "forever chemicals," that may have adverse health effects. Plaintiffs allege that this conduct violates state consumer protection statutes, breaches express and implied warranties, and constitutes fraud, misrepresentation, and unjust enrichment. Plaintiffs seek certification of nationwide and state classes, monetary and punitive damages, restitution, attorneys' fees and costs, and injunctive relief. Our predecessor moved to dismiss and transfer the action pending in the Southern District of Illinois on June 1, 2022, and moved to dismiss the action pending in the Northern District of Illinois on August 12, 2022, both of which are currently pending. Our predecessor intends to vigorously defend its interests in these cases.

Justin Chimienti v. McDonald's Corporation, et al. (Case No. 1:22-cv-02880). On May 17, 2022, plaintiff filed a complaint against our predecessor in the U.S. District Court, Eastern District of New York. Plaintiff alleges that our predecessor used false and misleading advertising concerning the size of the beef patty in various menu items. Plaintiff's complaint asserts claims for violation of various state consumer protection and unfair or deceptive trade practice laws, breach of contract, negligent misrepresentation, and unjust enrichment. Plaintiff seeks certification

of a nationwide class action, monetary and punitive damages, declaratory and injunctive relief, and attorneys' fees and expenses. On September 30, 2022, our predecessor filed a motion to dismiss the complaint. Our predecessor intends to defend its interests vigorously in this case.

Gloria Serrano v. McDonald's Corporation et al. (Case No. 37-2022-00023190). On June 15, 2022, plaintiff filed a complaint against our predecessor, our subsidiary, and a former franchise owner in California Superior Court, San Diego County. The complaint alleges that plaintiff and other workers were not provided meal and rest breaks or premium pay, were not paid all wages due, including overtime wages, did not receive accurate wage statements, and were not timely paid upon termination of employment, all in violation of the California Labor Code. Plaintiff also claims that the alleged conduct constitutes an unfair business practice. Plaintiff seeks certification of a statewide class, unpaid wages, interest, attorneys' fees and costs, and penalties under the California Private Attorneys General Act. Our predecessor and subsidiary intend to defend their interests vigorously in this case.

Additionally, we and our predecessor have been named as defendants in numerous additional labor and employment lawsuits brought by employees of our franchisees on an individual, class and collective basis, alleging that we are joint employers with our franchisees. These lawsuits allege racial discrimination, sexual harassment, wrongful termination, constructive discharge, wage and hour violations, and similar claims under Title VII of the Civil Rights Act of 1964 and 42 U.S.C. Section 1981, and the Fair Labor Standards Act or similar statutes. We strongly disagree with the joint employment allegations and intend to vigorously defend these actions.

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

### **Concluded Cases**

Dasmine Bell, et al. v. McDonald's USA, LLC, and McDonald's Restaurants of Florida, Inc. (Case 8:14-cv-02742-JSM-EAJ). On October 10, 2014, the plaintiff, a former employee of our affiliate, filed a complaint against us and our affiliate in the U.S. District Court for the Middle District of Florida, alleging that our affiliate, along with McDonald's as a joint employer, violated the Fair Credit Reporting Act by performing background checks without the required authorizations and disclosures. On January 26, 2015, we and our affiliate agreed to settle the case by paying \$4,000 in damages and in exchange received a general release from the plaintiff.

Syed Ali Husain and Khursheed Husain v. McDonald's Corporation, McDonald's USA, LLC, Mwaffak Kanjee, and Does 1-20 (Case No. CIV 09-6177). On December 8, 2009, the plaintiffs, franchisees, filed a complaint against our predecessor, Mwaffak Kanjee, one of our officers, and us in the Superior Court of California, Marin County, California. The complaint asserted that we refused to grant new term franchises for 3 of the plaintiffs' restaurants after allegedly entering into agreements to do so and alleged breach of contract, fraudulent and negligent misrepresentation, promissory estoppel, breach of the implied covenant of good faith and fair dealing, unjust enrichment, equitable estoppel, unfair business practices, and violation of the Unruh Act. The plaintiffs sought an order directing McDonald's to grant new 20-year franchise terms for the 3 restaurants, compensatory damages, and costs. We and our predecessor filed a cross-complaint against the plaintiffs alleging that their rights to operate the 3 franchises expired, and seeking an order requiring the Husains to vacate the restaurants, compensatory damages, and attorneys' fees. On September 25, 2012, the court ordered the Husains to vacate the 3 restaurants and return possession to McDonald's. The case proceeded on the parties' remaining claims. In September 2014, the parties entered into a memorandum of understanding in which McDonald's agreed to pay \$22,375,000 for the plaintiffs' remaining franchises, in exchange for mutual releases of all claims, including resolution of this case. In January 2015, McDonald's acquired the remaining franchises and the court dismissed the case with prejudice. In addition, under the terms of the franchise agreements for the 3 expired franchises which were the subject of this case, McDonald's exercised its option to purchase the furniture, fixtures and equipment at those locations for the fair market value price of \$270,015.

Zhuang Zhi-Xun and Qing-Yi Limited v. McDonald's Restaurants (Taiwan) Co., Ltd. (Case No. 105 Xu-Zhi No.710). On December 25, 2015, the plaintiff, an operator of a McDonald's restaurant in Taiwan and his operating entity, filed in Taipei District Court a complaint against our affiliate, McDonald's Restaurants (Taiwan) Co., Ltd., alleging it failed to comply with the pre-contractual disclosure requirements set forth in the Taiwan Fair Trade Commission's Guidelines on Franchisors' Business Practice. The plaintiff alleged our affiliate failed to disclose certain information related to our affiliate's plans to open new restaurants in the same business area as plaintiff's restaurant. For such claims, plaintiff sought compensation of \$700,000 New Taiwan dollars, plus interest, court fees, and rescission. Plaintiff additionally requested the court to render the arbitration clause in the franchise agreement null and void based on the Taiwan Fair Trade Act and the Consumer Protection Act. On March 22, 2016, our affiliate entered into a settlement agreement with the franchisee. The franchisee agreed to terminate all of the franchises for his McDonald's restaurants, sell our affiliate the assets of those restaurants, and settle all claims for \$111,172,552 New Taiwan Dollars.

Chris Howe v. McDonald's Corporation and Does 1-100 (Case No. 5:16-cv-00176). On January 29, 2016, plaintiff filed a complaint against our predecessor in the U.S. District Court, Central District of California – Eastern Division, on behalf of himself and purported classes of McDonald's customers in California and in 41 other states and the District of Columbia who purchased Mozzarella Cheese Sticks in McDonald's restaurants in California. Plaintiff alleged that McDonald's advertising of Mozzarella Cheese Sticks violated California's Unfair Competition Law, California's False Advertising Law, California's Consumers Legal Remedies Act, and various state warranty laws. Plaintiff also asserted a claim for unjust enrichment. Plaintiff sought, on behalf of himself and the purported classes, monetary damages, attorney's fees, costs and expenses, pre- and post-judgment interest, and injunctive relief. On October 10, 2016, our predecessor agreed to settle the case by paying \$32,500 in damages, which included \$30,500 in attorneys' fees and costs, and in exchange received a general release for us and our predecessor from the plaintiff.

Jade Berreau, as administrator of the Estate of Dashiell Snow v. McDonald's Corporation and Does 1-100 (Case No. 2:16-cv-07394). On October 3, 2016, plaintiff, as the administrator of Estate of Dashiell Snow, filed a complaint against our predecessor in the U.S. District Court, Central District of California, Western Division, alleging that McDonald's unlawfully copied Dashiell Snow's artwork and installed it in hundreds of McDonald's graffiti-themed restaurants around the world. Plaintiff asserts claims for copyright infringement, falsification of copyright management information, unfair competition under the Lanham Act and California law, and negligence, and seeks injunctive relief, monetary and punitive damages, attorney's fees, costs and expenses. The accused artwork was not installed in any restaurants in the United States. Our predecessor filed a motion to dismiss the case for lack of personal jurisdiction, which the court granted on January 30, 2017 without prejudice to the ability to refile the complaint in a different jurisdiction. On or about March 24, 2017, our predecessor settled this case by agreeing to pay \$650,000 and remove the accused artwork in one restaurant in the United Kingdom. The parties exchanged releases.

Stephanie Ochoa, et al. v. McDonald's Corp., McDonald's USA, LLC, McDonald's Restaurants of California, Inc., The Edward J. Smith and Valerie S. Smith Family Limited Partnership d/b/a McDonald's and Does 1-100 (Case No. 3:14-cv-02098-JD). On March 12, 2014, the plaintiffs, various current and former employees of franchised restaurants, filed a lawsuit against us, our predecessor, an affiliate and franchisees in the Superior Court of the State of California, County of Alameda, alleging violations of the California Labor Code and the California Business & Professions Code related to altering time records, requiring off-the-clock work, failing to pay minimum and overtime wages, failing to provide required meal periods and rest breaks, failing to pay all wages due to discharged and quitting employees, failing to keep accurate records and provide accurate itemized wage statements, failing to indemnify employees for necessary expenses, negligence, unfair and unlawful business practices and retaliation for complaining about the alleged labor violations. The plaintiffs also alleged that the defendant McDonald's entities are joint employers of those employees. The plaintiffs sought class certification, injunctive relief, monetary and punitive damages, interest, statutory penalties, declaratory judgment, disgorged profits, and attorneys' fees and costs. On May 7, 2014, our franchisees removed this lawsuit to the U.S. District Court, Northern District of California. On September 25, 2015, the court dismissed all of plaintiffs' joint employer theories against the McDonald's entities except one based on ostensible agency theory. On November 14, 2016, the court granted final approval of a settlement of all claims between the plaintiffs and our franchisees. The defendant McDonald's entities and plaintiffs separately reached a settlement agreement wherein the

McDonald's entities agreed to pay \$3,750,000 and certain limited injunctive relief in exchange for dismissal of all remaining claims with prejudice. The court granted final approval and dismissed all claims against the defendant McDonald's entities with prejudice on August 4, 2017.

Paul Bledsoe v. McDonald's USA, LLC and Does 1-10 (Case No. 2:18-cv-09354-JFW-GJS). On September 28, 2018, plaintiff filed a complaint against us in California state court in Los Angeles County, on behalf of himself and purported classes of McDonald's customers in California who purchased extra value meals in McDonald's restaurants in California and were charged a "drink upcharge" for a drink advertised as being included in the extra value meal. Plaintiff alleged McDonald's practice of charging extra for beverages advertised as already being included in an extra value meal violated California's Unfair Competition Law, California's False Advertising Law, and California's Consumers Legal Remedies Act. Plaintiff sought, on behalf of himself and the purported class, monetary damages, attorney's fees, costs and expenses, pre- and post-judgment interest, and injunctive relief. On February 11, 2019, we agreed to settle the case by paying \$2,500 in damages in exchange received a general release from the plaintiff.

Il Ristorante del Centro (Pandya) v. McDonald's Development Italy LLC (Case No. R.G. 30320/2017). On May 22, 2017, plaintiff, a franchisee of our affiliate in Italy, filed a complaint against us in the Court of Milan asserting claims for breach of the franchise agreement for abuse of dominant position and abuse of economic dependence. The plaintiff sought compensatory damages. On June 20, 2018, the parties settled this litigation. The plaintiff agreed to terminate his franchise and sell the restaurant to our affiliate for 1,671,680 Euros. The purchase price was reduced by 910,272 Euros for outstanding fees owed to our affiliate. Our affiliate also agreed to hire the plaintiff's employees, and the parties exchanged mutual releases..

Emily Knowles, et al. v. McDonald's USA, LLC, and McDonald's Corporation (Case 9:16-cv-81657-KAM). On September 29, 2016, plaintiff filed a complaint against us and our predecessor in the U.S. District Court, Southern District of Florida, on behalf of herself and a purported class of nationwide McDonald's customers who have allegedly paid a drink upcharge fee for healthy drink options with their purchase of a Happy Meal. Plaintiff asserted claims under the Florida Deceptive and Unfair Trade Practices Act or, in the alternative, under the Illinois Consumer Fraud Act if the court found that Illinois consumer laws apply to the allegations. Plaintiff sought entry of an order certifying the case as a class action, monetary damages, civil penalties, attorneys' fees, costs and expenses. In November 2018, McDonald's settled this case with Plaintiff by agreeing to pay \$35,000 in exchange for a release of all claims.

Dieter Abt, et al. v. McDonald's Corp., McDonald's USA, LLC, The Marketing Store Worldwide, LLC, et al. (Case No. BC 552072). On July 18, 2014, the plaintiffs filed a complaint in California state court against us, our predecessor, The Marketing Store Worldwide, LLC and others, alleging the defendants used the plaintiffs' money and intellectual property to fund and further develop the McDonald's Channel, an in-store controlled television and media test, and made false representations that they intended to continue working with plaintiffs to implement the McDonald's Channel after McDonald's purportedly knew that it had no intention of doing so. Plaintiffs amended their initial complaint four times since the commencement of the case in July 2014, and their fourth amended complaint, filed in November 2015, alleged eight counts against our predecessor and us for fraud, negligent misrepresentation, promissory fraud, fraudulent concealment and unjust enrichment. Plaintiffs sought actual and punitive damages and costs. In March 2019, the defendants settled this case with plaintiffs by agreeing to pay \$150,000 in exchange for a release of all claims.

Tavarua Restaurants, Inc. et al. v. McDonald's USA, LLC (Case No. 19-CV-0021-MMA-NLS). On January 4, 2019, the plaintiffs, the estate of a recently deceased franchisee and that franchisee's operating companies, filed a complaint in the U.S. District Court, Southern District of California against us. The complaint alleges that we improperly exercised a right of first refusal seeking to purchase the franchisee's restaurant franchises and violated California's franchise relations law. The complaint seeks an order declaring that we did not properly exercise our right of first refusal and to enjoin us from stopping a transaction for the sale of the restaurant franchises between the estate and another franchisee. We have filed an answer and counterclaims as well as a motion seeking declaratory judgment that we validly exercised our right of first refusal. On August 16, 2019, the Court ruled that we validly exercised our first option to purchase only the restaurant franchises. Following the ruling, the parties entered into a settlement agreement and mutual release that provided for the sale of the eight franchises to us for \$15.6M.



AA&S Food Service Corp., et al. v. McDonald's Corporation, McDonald's Systems de Puerto Rico, Inc., Golden Arch Development Corporation, Inc., et al. (Case No. KAC07-0725 (603)). On January 29, 2007, the plaintiffs, franchisees of various McDonald's restaurants in Puerto Rico, filed a complaint against our predecessor, its Puerto Rican companies, and others in the Puerto Rico Court of First Instance, San Juan, Puerto Rico. In 2008, plaintiffs amended their complaint seeking a determination that the Puerto Rico franchise distribution law (Law 75) governs the franchise agreements and relationships between the parties and that the defendants have violated the provisions of Law 75, an injunction prohibiting the defendants from denying rewrites except for just cause and from opening new McDonald's restaurants or kiosks within 3 miles of plaintiffs' restaurants, damages of up to \$66,725,000, attorney's fees, and costs. The defendants agreed to settle this matter by paying \$15,780,655.92 for plaintiffs' remaining twenty-three franchises and attorneys' fees, and the parties exchanged mutual releases.

José Quijano and JCQ Foods, Inc. v. McDonald's USA, LLC, McDonald's Systems de Puerto Rico, Inc. h/n/c Arcos Dorados Puerto Rico, Inc., Golden Arch Development Corporation, Inc., et al. (Case No. CAC 402-2014-3456). On November 20, 2014, the owner of 14 McDonald's restaurants in Puerto Rico and his operating entity, filed a complaint against us, our predecessor's Puerto Rican companies, Arcos Dorados Puerto Rico LLC, and others in the Puerto Rico Court of First Instance, Arecibo, Puerto Rico, claiming that the defendants' conduct resulted in serious economic damage to the plaintiffs. The plaintiffs sought injunctive relief, monetary damages, and a declaration that defendants' alleged actions breached their obligations under the plaintiffs' franchise agreements, constitute a violation of the Puerto Rico franchise distribution law (Law 75), caused damages and losses for non-fulfillment of contract and unfair competition, and constitute fault and negligence and willful intent under the Civil Code of Puerto Rico. The defendants agreed to settle this matter by paying \$6,319,344.08 for plaintiffs' remaining ten franchises and attorneys' fees, and the parties exchanged mutual releases.

Antonio Bramante v. Les Restaurants McDonald du Canada Limitée (Case No. 500-06-000824-165). On November 15, 2016, the plaintiff, as a representative for a class, filed an application in the Superior Court, Province of Québec against our affiliate alleging it breached the Québec Consumer Protection Act in its display of toys as part of the Happy Meal program. Our affiliate agreed to settle this matter by paying \$1,440,000 CAD to various charities and for attorneys' fees and costs and implementing certain practice changes in exchange for a general release and dismissal of all claims by plaintiff.

Sebastian E. Lentini, et al. v. McDonald's USA, LLC, et al. (Case No. LCV2017217171). On September 18, 2017, plaintiff, a current franchisee, and his operating companies, filed a complaint against us and certain current and former regional employees in Hudson County Superior Court, New Jersey. The complaint alleged a pattern and practice of age discrimination, constructive termination of plaintiff's franchises, and the existence of a widespread, corporate policy aimed at terminating older, long-term franchisees. We agreed to settle this matter by purchasing all six of plaintiff's franchises for \$22,000,000 and plaintiff agreed to a general release and to dismiss all claims.

James Byrd, Jr. and Darrell Byrd v. McDonald's USA, LLC and McDonald's Corporation (Case No. 1:20-cv-6447). On October 29, 2020, plaintiffs, two current franchisees, filed a complaint against us and our predecessor in the U.S. District Court, Northern District of Illinois, Eastern Division, alleging that we and our predecessor discriminated against Black franchisees on the basis of their race. The parties agreed to settle this matter by us purchasing all four of the plaintiffs' franchises for \$6,500,000 and plaintiff agreed to a general release and to dismiss all claims.

Herbert Washington et al. v. McDonald's USA, LLC and McDonald's Corporation (Case No. 4:21-cv-00367). On February 16, 2021, plaintiff, a current franchisee, filed a complaint against us and our predecessor in the U.S. District Court, Northern District of Ohio, Eastern Division, alleging that we and our predecessor discriminated against him on the basis of his race. The parties agreed to settle this matter by us purchasing all thirteen of the plaintiff's franchises for \$33,500,000 and plaintiff agreed to a general release and to dismiss all claims.

Jeong-Su Kim, et al. v. McDonald's USA, LLC and McDonald's Corporation (Case No. 1:21-cv-05287). On October 5, 2021, plaintiffs filed a complaint against us and our predecessor in the U.S. District Court, Northern

District of Illinois, Eastern Division, alleging that we failed to properly monitor and protect our servers, leading to a cybersecurity breach in April 2021 in which plaintiffs' personal information was compromised. After plaintiff voluntarily dismissed McDonald's USA, LLC, the parties agreed to settle this matter for \$10,000 and plaintiff agreed to a general release.

In the Matter of Stephen J. Easterbrook and McDonald's Corporation (File No. 3-21269). In January 2023, our predecessor entered into an administrative settlement with the Securities and Exchange Commission ("SEC") concerning certain of its proxy disclosures relating to the process behind former CEO Steve Easterbrook's separation from our predecessor in 2019. In connection with this settlement, and without admitting or denying the SEC's findings, our predecessor agreed to cease and desist from committing or causing any violations of Section 14(a) of the Exchange Act and Exchange Act Rule 14a-3. The SEC recognized our predecessor's substantial cooperation as well as the affirmative action taken by our predecessor to recover value for its shareholders by suing Easterbrook and, as a result, imposed no monetary penalty.

#### **Collection or Related Actions Filed in 2022 Against Franchisees**

McDonald's Corporation v. Gliese 581g, d.o.o. (Case No. 65 O P 1007875 22 Mo), filed on December 14, 2022 in the Municipal Court of Sarajevo.

McDonald's Corporation v. Harris Ihtijarevic and Gliese 581g, d.o.o. (Case No. 27453) filed on December 21, 2022 in the International Commercial Court in London.

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

#### **Item 4 Bankruptcy**

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

#### **Item 5 Initial Fees**

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

**Item 6  
Other Fees**

**OTHER FEES**

Type of fee	Amount	Due Date	Remarks
Service Fee (1)	4% of Gross Sales (2)	Payable monthly on the 10th day of the next month.	“Gross Sales” include all revenues from your sales based upon all business conducted at or from the restaurant, but exclude sales or use tax.
Rent (1)	Varies (3)(4)	Base Rent: Payable on the 1st day of the month.  Pass Thru Rent, if applicable: Payable on the 1st day of the month.  Percentage Rent: Payable monthly on the 10th day of the next month.	Where we lease the land and/or building, we will pass thru any rent escalations which occur throughout the lease term as pass thru rent.
Advertising and Promotion (5)	Not less than 4% of Gross Sales	Spent during each calendar year.	Most franchisees participate in local advertising cooperatives and the national advertising fund (“OPNAD”). The contribution rates are established by the franchisees and, depending upon then-current advertising costs and needs, may or may not exceed the required 4% of Gross Sales. “Grand Opening” promotions are strongly recommended.
Audit/Inspection Fee (1)	Cost of audit	Immediately upon billing.	Payable only if audit/inspection fee shows an understatement of at least 2% of Gross Sales.
Satellite Annual Fee (1)	\$500 to \$2,500	On each anniversary of opening or on a fixed date annually.	
Satellite Rent (1)	Varies (6)	Payable monthly on the 10th day of the next month.	
STO and STR Rent (1)	Varies (3)(4)(7)	Same as Base, Pass Thru and Percentage Rent above.	
BFL Rent (1)	Varies (3)(8)	Same as Rent above.	
Relocation Contribution (1)(9)	\$50,000	On opening of the relocated restaurant.	
Point of Sale (POS) (1)(10)	\$2,600 license fee (one-time fee) (11)  \$1,008 annual fee for Point of Sale (POS)	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for Point of Sale (POS) (also known as Sesame) software maintenance, integration and localization of store system platform.
Global Mobile App / Digital Capabilities (1)(10)	\$900 integration fee (one-time fee) (11)  \$3,466 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for the maintenance, support, hosting, integration and localization of digital technology software.
McDelivery POS Integration (1)(10)	\$375 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for the support and maintenance of McDelivery orders integration into our POS software.

Type of fee	Amount	Due Date	Remarks
Self-Ordering Kiosk (1)(10)	\$1,500 licensing fee (one-time fee) (11)  \$500 integration fee (11)  \$546 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	Kiosk licensing fee is paid to us as part of the standard construction billing.  You pay this fee to us for kiosk technology software maintenance, integration and localization.
Retail Digital Integration (1)(10)	\$500 integration fee (one-time fee) (11)  \$144 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for retail digital integration and support.
Self-Ordering Kiosk Accessibility (1)(10)	\$150 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for self-ordering kiosk accessibility annual software maintenance.
Hand-Held Order Taker (HHOT) (1)(10)	\$50 annual fee  \$500 (one-time fee)	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for Hand-Held Order Taker (HHOT) annual software maintenance.
eProduction (1)(10)	\$49 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for the support of eProduction software.
Back Office Integration and Enhancements (1)(10)	\$500 integration fee (one-time fee) (11)  \$678 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for the back office integration and enhancements to store system platform.
Payments and Fraud Management (1)(10)	\$574 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for payments and fraud management software and related encryption services.
Employee Engagement Platforms (1)(10)	\$398 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for the support and maintenance of Fred and Campus solutions and employee engagement platform integrations.
People Data Warehouse (PDW) Reporting (1)(10)	\$156 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for the support and maintenance of people data warehouse reporting platform.
Deployment, OTP, Execution and Support (1)(10)	\$1,909 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for deployment, OTP, execution and support services.
Restaurant Network Management, Access and Security (1)(10)	\$1,072 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for maintaining secure and reliable network infrastructure and access system.

Type of fee	Amount	Due Date	Remarks
Restaurant Data Movement, Management, Monitoring and Restaurant Hardware (1)(10)	\$471 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for restaurant data movement, management, monitoring and restaurant hardware services.
Restaurant File Maintenance (RFM) (1)(10)	\$583 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for the maintenance and support of restaurant file maintenance (RFM) software.
Microsoft License Subscription (1)(10)	\$490 annual fee	Drafted in 12 monthly installments on the 25th day of each month through iReceivables.	You pay this fee to us for Microsoft annual license subscription.
Store Mail (email accounts) Fee (10)	\$73.80 annual fee	Payable annually within 30 days of billing.	You pay this fee to us for email account support for using the us.stores.mcd.com domain.

- (1) All fees are imposed and collected by and payable to McDonald's. All fees are non-refundable and uniform and we may draft miscellaneous receivables you may owe us. We will automatically draft rent and service fees from your bank account according to the terms of the Franchise Agreement.
- (2) 4.5% of Gross Sales in Alaska, Hawaii, Guam, and the Northern Mariana Islands.
- (3) The following is the rent structure for new and relocated traditional restaurants:

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

**Monthly Base Rent**

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

**Pass Thru Rent**

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

**Fixed Percentage Rent**

The Fixed Percentage Rent for new traditional restaurants that opened on or after January 1, 2020, is generally computed as follows:

McDonald's Total Acquisition and Development Costs	Franchisee's	
More Than	Up to	Fixed Percentage Rent Rate
\$0.00	\$1,550,000	10.00%
\$1,550,001	\$1,610,000	10.25%
\$1,610,001	\$1,670,000	10.50%
\$1,670,001	\$1,770,000	10.75%
\$1,770,001	\$1,830,000	11.00%

<b>McDonald's Total Acquisition and Development Costs More Than</b>	<b>Up to</b>	<b>Franchisee's Fixed Percentage Rent Rate</b>
\$1,830,001	\$1,890,000	11.25%
\$1,890,001	\$1,950,000	11.50%
\$1,950,001	\$2,010,000	11.75%
\$2,010,001	\$2,110,000	12.00%
\$2,110,001	\$2,210,000	12.25%
\$2,210,001	\$2,310,000	12.50%
\$2,310,001	\$2,410,000	12.75%
\$2,410,001	\$2,510,000	13.00%
\$2,510,001	\$2,610,000	13.25%
\$2,610,001	\$2,710,000	13.50%
\$2,710,001	\$2,810,000	13.75%
\$2,810,001	\$2,910,000	14.00%
\$2,910,001	\$3,010,000	14.25%
\$3,010,001	\$3,110,000	14.50%
\$3,110,001	\$3,210,000	14.75%
\$3,210,001	\$3,310,000	15.00%
\$3,310,001	\$3,410,000	15.25%
\$3,410,001	\$3,510,000	15.50%
\$3,510,001	\$3,610,000	15.75%
\$3,610,001	and above	Fixed Percentage Rent Rate increases 0.25% for every \$100,000 step increase in McDonald's total acquisition and development costs.

#### **Fixed Percentage Rent**

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

<b>McDonald's Total Acquisition and Development Costs More Than</b>	<b>Up to</b>	<b>Franchisee's Fixed Percentage Rent Rate</b>
\$0.00	\$1,020,000	8.50%
\$1,020,000.01	\$1,050,000	8.75%
\$1,050,000.01	\$1,080,000	9.00%
\$1,080,000.01	\$1,140,000	9.25%
\$1,140,000.01	\$1,170,000	9.50%
\$1,170,000.01	\$1,200,000	9.75%
\$1,200,000.01	\$1,230,000	10.00%
\$1,230,000.01	\$1,260,000	10.25%
\$1,260,000.01	\$1,290,000	10.50%
\$1,290,000.01	\$1,320,000	10.75%
\$1,320,000.01	\$1,350,000	11.00%
\$1,350,000.01	\$1,410,000	11.25%
\$1,410,000.01	\$1,470,000	11.50%
\$1,470,000.01	\$1,570,000	11.75%
\$1,570,000.01	\$1,630,000	12.00%
\$1,630,000.01	\$1,690,000	12.25%
\$1,690,000.01	\$1,750,000	12.50%
\$1,750,000.01	\$1,810,000	12.75%
\$1,810,000.01	\$1,910,000	13.00%
\$1,910,000.01	\$2,010,000	13.25%
\$2,010,000.01	\$2,110,000	13.50%
\$2,110,000.01	\$2,210,000	13.75%
\$2,210,000.01	\$2,310,000	14.00%
\$2,310,000.01	\$2,410,000	14.25%

<b>McDonald's Total Acquisition and Development Costs</b>		<b>Franchisee's</b>
<b>More Than</b>	<b>Up to</b>	<b>Fixed Percentage Rent Rate</b>
\$2,410,000.01	\$2,510,000	14.50%
\$2,510,000.01	\$2,610,000	14.75%
\$2,610,000.01	\$2,710,000	15.00%
\$2,710,000.01	and above	Established on a case by case basis

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

As set forth in Item 17, you have no right to renew or extend your franchise. However, if we offer you a new term franchise, the Fixed Percentage Rent associated with that franchise will be based on the then-current policies. Under our current policy, the Fixed Percentage Rent for new term franchises will not be lower than the Fixed Percentage Rent in the previous franchise term. Further, the Fixed Percentage Rent will remain the same unless the current Fixed Percentage Rent rate is below 8.50%, in which case the rent for the new term franchise may be raised to 8.50%. The Fixed Percentage Rent may also increase if: 1) McDonald's has made additional investments outside of our standard contributions to institutional programs such as rebuilds, relocations and major remodels; 2) the Fixed Percentage Rent in the previous franchise term was temporarily reduced to provide financial assistance and that temporary reduction does not extend to the entirety of the new franchise term; or 3) you, or a previous franchisee while licensed to operate this location, and McDonald's entered into a separate agreement that includes scheduled Fixed Percentage Rent increases during the new franchise term. For sites leased by McDonald's, we may also charge you Pass Thru Rent for any additional lease costs charged to McDonald's in the new term franchise that are above the average lease costs over the previous 20 years.

While the table shown above references total acquisition and development costs, you should be aware that the table is the end result of a process by which McDonald's gives consideration to many economic factors including the amounts of typical franchisor and franchisee investments, the ratio between our investment and your investment, potential rates of return on investment, the ratio between what we think might be our potential return and yours, and the amount which we have at risk.

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

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

**Terms:**

For new and relocated traditional, STO and STR restaurants, the general terms are as follows: (a) you have the ability to reduce your stated percentage rent in increments of .25% ("quarters"), down to the

applicable co-investment minimum stated rent; (b) the cost to co-invest is determined using a standardized approach that blends the investment tiers and the related percentage rent rates of the applicable Fixed Percentage Rent Chart and will be no less than \$30,000 per quarter for new and relocated traditional restaurants or no less than \$30,000 in total for new and relocated STO and STR restaurants (except, for new restaurants, for which the cost of each 0.25% increment will be calculated based on the benefit of the rent reduction using Year 1 projected total sales and a factor defined for each tier of the rent chart); (c) you must pay the additional investments to us; (d) you may pay the additional investments in cash or you may finance them, for up to 10 years, with your own lender (we do not arrange for any financing of these additional investments), but you may not use the building or leasehold improvements as collateral for your loan; and (e) we will retain full ownership of, and legal title to, the building and leasehold improvements, but you will get the tax benefits associated with your co-investment amount. For new and relocated STO and STR restaurants, if our investment is over \$1,000,000, these terms will be decided on a case-by-case basis.

**Co-Investment Criteria and Calculation for New Traditional Restaurants:**

For new restaurants, the following criteria apply: (a) our real estate tenure at the location is at least 20 years; (b) our development costs are more than \$1,770,000; (c) the Fixed Percentage Rent is over 11%; (d) your franchise for the restaurant is 20 years; (e) if the restaurant is on property leased by us, we do not pay any percentage rent to our landlord; and (f) decision to co-invest must be made before the restaurant opens.

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

**Co-Investment Criteria and Calculation for Relocated Traditional Restaurants:**

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

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

**Co-Investment Criteria and Calculation for New and Relocated STO and STR Restaurants:**

For new and relocated STO and STR restaurants, the following criteria apply: (a) our real estate tenure at the location is at least 10 years; (b) our development costs are more than \$640,000; (c) the Fixed Percentage Rent is over 9.0% for STR and 9.5% for STO; (d) your franchise for the restaurant is 10 years; and (e) if the restaurant is on property leased by us, we do not pay any uncapped percentage rent to our landlord.

For new and relocated STO and STR restaurants, the co-investment floor (for the calculation to determine the number of quarters available and maximum rent reduction) is 9.0% for STR and 9.5% for STO. When you select the actual co-investment amount, the corresponding percentage rent reduction is applied to the rent structure that was established for the restaurant prior to the co-investment decision, but the rent may not be reduced below 9.0% for STR and 9.5% for STO.

- (5) Not payable to us. While the McOpCo companies are voting members of the local advertising funds and OPNAD, they do not have controlling voting power.
- (6) All Satellite restaurants (other than McDonald's in Walmart (MIW) restaurants) will have an Annual or Monthly Base Rent. The rent charged is determined on a case-by-case basis by our management. The rent will vary depending on our investment, rent paid to the head landlord, length of term, projected



profitability, and return on investment. MIW restaurants will pay Fixed Percentage Rent, which generally ranges from 14% to 15½% of Gross Sales, and is based on the actual sales volume for the MIW restaurant.

- (7) The following is the rent structure for STO and STR locations:

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

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

**Fixed Percentage Rent**

The Fixed Percentage Rent for STO and STR locations that opened on or after May 28, 2014, is generally computed as follows:

<b>McDonald's Total Acquisition and Development Costs</b>		<b>Fixed Percentage Rent</b>	
<b>More Than</b>	<b>Up to</b>	<b>STO</b>	<b>STR</b>
\$0.00	\$640,000	9.50%	9.00%
\$640,000.01	\$670,000	9.75%	9.25%
\$670,000.01	\$700,000	10.00%	9.50%
\$700,000.01	\$730,000	10.25%	9.75%
\$730,000.01	\$760,000	10.50%	10.00%
\$760,000.01	\$820,000	10.75%	10.25%
\$820,000.01	\$880,000	11.00%	10.50%
\$880,000.01	\$940,000	11.25%	10.75%
\$940,000.01	\$1,000,000	11.50%	11.00%
\$1,000,000.01	and above	Established on a case by case basis	

**Pass Thru Rent**

For leased locations, restaurants may have a monthly pass thru rent, which is calculated in the same manner as described above in Note 3.

- (8) The rent structure for BFLs is determined by us on a case-by-case basis. A BFL franchise may be offered by McDonald's after considering various factors, including your personal financial net worth and liquidity, projected pre-opening and opening expenses at the proposed restaurant, and the projected sales volume and operating expenses at the proposed restaurant during the first 3 years of operation. Under a BFL you may have a conditional option to purchase the franchise and the restaurant equipment, signs, and certain other assets after the first year of the franchise term. The minimum option price for new and existing restaurants is determined by McDonald's on a case-by-case basis.
- (9) The relocation contribution is required if you relocate your restaurant to a new site.
- (10) These fees shall remain fixed through December 2023, but may increase thereafter.
- (11) One-time fees are paid for new and existing restaurants that adopt the specified technology.

**Item 7**  
**Estimated Initial Investment**

**YOUR ESTIMATED INITIAL INVESTMENT**

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee	\$45,000 (1) \$22,500 (1) (2) \$0 to \$500 (3) (4)	Lump Sum	On opening (1)	McDonald's
Real Estate and Building – 3 Months' rent (5)	Base Rent \$0 to \$313,000 (6) \$0 to \$60,000 (2) (6) \$0 to \$60,000 (3) (6) Percentage Rent 0.00% to 27.25% (7) 0.00% to 15.00% (2) 0.00% to 15.75% (3)	Monthly	Base: Current month Base Rent due 1st of the month Percent: 10th of following month	McDonald's
Signs, Seating, Equipment, and Decor	\$1,100,000 to \$1,650,000 (8) \$735,000 to \$1,270,000 (2) (8) \$375,000 to \$545,000 (3) (8)	Lump Sum	Before Opening	Vendors
Opening Inventory	\$20,000 to \$39,000 \$16,000 to \$30,000 (2) \$12,000 to \$37,500 (3)	Lump Sum	Before Opening	Vendors
Miscellaneous Opening Expenses	\$51,000 to \$62,000	As Incurred	As Incurred	Vendors Utilities
Travel and Living Expenses While Traveling	\$3,000 to \$39,000 (9)	As Incurred	As Incurred	Airlines Hotels Restaurants
Additional Funds – 3 Months	\$250,000 to \$355,000 (10) \$185,000 to \$225,000 (2) (10) \$80,000 to \$110,000 (3) (10)	As Incurred	As Incurred	Employee Suppliers Utilities
TOTAL (11)	\$1,469,000 to \$2,503,000 (5) (11) \$1,012,500 to \$1,708,500 (2) (11) \$521,000 to \$854,000 (3) (11)			

- (1) Franchisees who rebuild or relocate their restaurants will pay the initial franchise fee on the earlier of:
  - (a) the first of the month after the seventh year after the opening of the rebuilt or relocated restaurant; or
  - (b) the end of the previous franchise term.
- (2) Applies to STO and STR locations.
- (3) Applies to Satellites.
- (4) See Item 5.
- (5) McDonald's acquires real estate and building and franchises the right to operate at the location. Amounts shown as rent are part of the overall economic package of fees as described in Item 6.
- (6) Special site restaurants may be higher.
- (7) See Item 6, note 4.
- (8) Varies due to size of building, location, estimated sales volume, transportation charges and sales tax. If you request changes to the building, payment for the requested changes may be required before signing the Franchise Agreement. The cost of current Store Systems range from \$108,000 to \$118,500, which includes the POS, Integrated Cashless System, kiosks, table locators, computer hardware, software, and related equipment.

- (9) Cost varies due to distances from Field Offices and headquarters in Chicago, Illinois, and costs of living in various areas of the country.
- (10) You may or may not need capital to support ongoing expenses, such as employee wages, utilities, payroll taxes, legal and accounting fees, travel, advertising, promotion, outside services, linen, operating supplies, small equipment, maintenance and repair, office supplies, cash shortages, insurance, debt service, and non-product purchases, as well as additional opening capital for other variable costs. These figures are estimates and McDonald's cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how well you follow McDonald's methods and procedures; the sales volume of your restaurant; your management skill, experience, and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; your rent structure; and whether your restaurant is an STO, STR, or a Satellite location. Restaurants opening in cold weather months may be more likely to need capital in the initial 3-month period because restaurant sales are typically lower.
- (11) We have relied on the combined 68 years of restaurant business experience that we and our predecessor have to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. These figures do not include percentage rent or service fees. We have offered and continue to offer for sale restaurants owned by McOpCo companies. Of the 18 sale of McOpCo transactions in 2022, 6 of them exceeded the high end of the initial investment range, including by \$116,550, \$267,150, \$650,360, \$859,049, \$1,092,000 and \$1,597,000 respectively.

## **Item 8 Restrictions on Sources of Products and Services**

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

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

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

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

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

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

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

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

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

McDonald's requires new restaurants to use a standard POS platform, Sesame. The computer hardware for Sesame is purchased through our approved POS suppliers. The Sesame computer software is owned and

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

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

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

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

In 2022, we and our predecessor received \$34,106,290 in loan guarantee service fees, cashless incentives, and beverage supplier rebates.

In 2022, our total revenue was about \$9.59 billion and revenue from the sale or lease of real estate and services to franchisees was about \$6.58 billion. This represents 69% of our total revenue. These figures were derived from our audited financial statements and other financial information. All of your required purchases (which includes items which must be purchased from us or our approved suppliers and items which must be purchased in accordance with specifications) represent approximately 90% to 95% of your total purchases in connection with the establishment of the restaurant and approximately 55% to 65% of your overall purchases in operating the restaurant.

Occasionally, we may incur additional costs and expenses to develop or improve certain products or services for the benefit of the McDonald's System (including but not limited to, goods, equipment, computer hardware and software, and support services), which ultimately may be provided to McDonald's restaurants by approved suppliers. We may seek to recover all or a portion of these additional costs and expenses from our franchisees and/or the approved suppliers. If that recovery is obtained from the approved suppliers, it may be reflected in the prices they quote for these products or services.

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

**Item 9**  
**Franchisee's Obligations**

**FRANCHISEE'S OBLIGATIONS**

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

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

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

required to maintain a proportionate share of external common areas and obtain insurance for certain common areas.

## **Item 10 Financing**

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

Our predecessor may, at its discretion, guarantee loans made by a third party lender, Bank of America, N.A., a National Banking Association-(the "Lender"), to franchisees and registered applicants for remodeling existing restaurants, acquiring restaurant businesses, purchasing restaurant assets by exercising the option under a BFL Rider, and for other reasons approved by McDonald's. The Lender will prepare all the necessary documents and will handle the processing, payments, customer service, and collections according to standards developed by us. Our predecessor will provide a guarantee to the Lender for these obligations and in return will receive a guarantee fee (currently equal to 1.50% of average outstanding balance) in consideration for the risks and costs associated with the guaranteed loans. The rate on these loans will typically be Term Secured Overnight Financing Rate ("SOFR") plus the SOFR adjustment (currently 0.11448%) plus a percentage to be determined by the Lender and our predecessor (initially, three percent (3.00%) and subject to change as agreed upon in writing by Lender and our predecessor) which may be prepaid with no penalty. As of January 31, 2023, Term Rate SOFR was 4.68% (inclusive of SOFR adjustment of 0.11%). Loans terms typically will range from 3 to 5 years with a 7-year amortization. They will be secured by restaurant equipment, seating, signage, decor, and inventory. The loan amount will vary depending on the purpose for which the loan is to be used. A personal guarantee from the franchisee and his or her spouse will be required and, should a legal dispute arise, the franchisee agrees to waive the right to a jury trial and agrees not to consolidate the action with others. A default on these loans will be considered a default under the Franchise Agreement, and the franchisee will be required to sign an Operator Assistance Program Agreement with us (see Exhibit N). As part of the Operator Assistance Program Agreement, the franchisee agrees to waive all claims against McDonald's. As of January 31, 2023, the annual percentage rate (APR) was 7.68%. All loan participants will be required to permit electronic debiting of accounts for payment. The financing documents are typically a Promissory Note, Security Agreement, Authorization for ACH Drafting of Loan Payments, and Operator Assistance Program Agreement similar to the documents in Exhibit N.

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

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

### Our Pre-Opening Obligations:

Construct or have others construct, remodel, or otherwise prepare the premises for the McDonald's restaurant in accordance with our then-current plans and specifications and with local ordinances and building codes. We will deliver the premises to you when they are sufficiently completed to allow you to install, at your sole cost and expense, the signs, trade fixtures, equipment, and other personal property and improvements necessary to complete the premises for operation of a McDonald's restaurant. If the restaurant has not been constructed or is not ready for occupancy when the Franchise Agreement is executed, we will use our best efforts to expedite the construction. We either own the premises or lease it from the owner and lease or sublease the premises to you (Franchise Agreement – Section 9, Operator's Lease – Section 2.06).

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

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

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

#### Our Operational Obligations:

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

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

#### Advertising Programs:

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

OPNAD and the local cooperatives are independent entities formed by franchisees. The McOpCo companies that operate restaurants also participate in OPNAD and the local cooperatives. These cooperatives carry out programs to advertise and market cooperative restaurants. Each cooperative maintains and administers its own advertising and marketing fund, which is funded by its members. The funds may be used for media placement and to develop and produce advertising and marketing concepts and materials for use by cooperative restaurants. Individual



franchisee and McOpCo-owned restaurants contribute to OPNAD and the local funds on the same basis. Each franchisee member of OPNAD pledges the same contribution rate, currently 2.00% of sales, for a designated period. Each local cooperative establishes its own separate contribution rate and time period for its fund. If you join a local cooperative, you contribute at the same rate as each other member of the cooperative with similar restaurants or restaurants located in the same general area.

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

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

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

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

#### Computer Systems:

The term "Store Systems" describes the combined hardware and software application suite deployed at the restaurant. The Store Systems are generally used in the restaurant to efficiently and accurately process customer orders by integrating production and service systems and to compile information including sales, transactions, product mix, and cash control. The Store Systems also may be used to compile inventory, labor, and timekeeping information about the restaurant. All new restaurants must install the current Store Systems, though usage of some functionality available through the Store Systems is optional and up to your discretion. The cost of current Store Systems range from \$108,000 to \$118,500, which includes the POS, Integrated Cashless System, kiosks, table locators, computer hardware, software, and related equipment. See Item 6 for software-related fees.

Enhancements to hardware and software components of Store Systems are made available by McDonald's and McDonald's-approved suppliers for purchase by you, and you may be required to update or upgrade the Store Systems periodically to meet McDonald's standards. Normal Store Systems software upgrades based on an established enhancement request process are included in your annual maintenance fee as determined by McDonald's. However, you must pay a one-time fee if the Store Systems change significantly. You may choose from an approved supplier or an approved independent third party for installation, maintenance, repair, and support services of Store Systems at varying costs.

One component of Store Systems is the POS platform. McDonald's requires new restaurants to use the current version of the POS platform, Sesame. The hardware and software for Sesame are purchased through McDonald's-approved POS suppliers. The hardware and software components for Sesame have been integrated into the service and production systems of the restaurant. Sesame is the proprietary property of McDonald's predecessor.

The restaurant's transaction-level information generated by the POS, including sales, transactions, and product mix information, is stored on your server hardware and transmitted to McDonald's and held on its servers. McDonald's has independent access to this information and there are no contractual limits on its right to access such information.

Another component of the Store Systems is the Integrated Cashless System, which is used to accept credit and debit card purchases by customers. You must purchase the Integrated Cashless System hardware and software that McDonald's specifies (including card readers, cables, and related hardware) from its designated supplier. The required hardware and software, which is not proprietary to McDonald's or any affiliate, has been used continuously in McDonald's restaurants since June 2003. You must also sign an agreement with McDonald's designated transaction processors (see Item 8), and McDonald's recommends that the restaurant has McDonald's approved high-speed internet access. The Integrated Cashless System that is compatible with the current Store Systems is Cashless 3.0. McDonald's charges an annual fee for maintenance and hosting of cashless transaction data (see Item 6). Your POS system and the transaction processor will collect your cashless transaction information. McDonald's has independent access to aggregated transaction-level information, along with information on the number and dollar amount of specific cashless transactions.

The Gift Card System, which is a component of the Integrated Cashless System, is used to offer customers the ability to buy and make purchases with gift cards. To use the Gift Card System, you must sign a subscription agreement with P2W, Inc., which manages the system (see Item 8), and purchase specified hardware (including card readers, cables, and related hardware) from a designated supplier. This hardware, which is not proprietary to McDonald's or any affiliate, has been used continuously in McDonald's restaurants since June 2004. You also must sign an agreement with a designated transaction processor (see Item 8). No other hardware or suppliers are currently approved for the Gift Card System. Your POS system, the transaction processor, and P2W will collect your Gift Card System transaction information. McDonald's has independent access to aggregated transaction-level information, along with information on the number and dollar amount of specific gift card transactions.

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

Finally, pursuant to the franchise agreement, you must provide McDonald's with monthly statements of all receipts from the restaurant operation and additional financial, operating, and other information on forms and in the manner McDonald's reasonably requests. To that end, you must submit electronically each month your financial statements, including your consolidated balance sheet, consolidated general and administrative expense statement, consolidated debt summary, and individual restaurant profit and loss statement(s), using McDonald's web-based Franchisee Financial System (FFS).

#### Site Selection:

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

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

#### Restaurant Opening:

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

The restaurant opening may occasionally be delayed by weather conditions, delayed delivery, or installation of equipment, fixtures and signs, labor disputes, governmental regulation, or other causes beyond our reasonable

control. You may not open the restaurant for business until you have executed the Franchise Agreement and have delivered the agreement to us with payment of the initial franchise fee, if applicable.

### Training:

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

Our Restaurant Leadership curriculum is deployed through Campus and Fred, which allows you to complete and track the progress of your assigned learning online. You are also assigned a coach who helps with your assigned learning, monitors your training, and verifies the skills acquired. It takes approximately two years to complete all learning plans, from Shift Leader through Restaurant Leader. The time needed to complete a learning plan may vary due to previous classes you have completed, and the amount of time you dedicate to training each week.

The complete training program and materials include many elements. There are various instructor-led classes, computer-based learning (e-learning), coaching sessions, visual job aids, practical simulations, and verifications for all stations and positions. The training method and manner are tailored to individual circumstances. As part of the training program, you must perform and master all of the crew and management functions at the restaurant. You do not receive compensation during the training program. McDonald's does not charge you a fee to complete the basic minimum core training provided at our field office training centers.

You are required to complete all curricula, including the Leading Great Restaurants Class conducted at HU in Chicago, to McDonald's satisfaction to be qualified to operate a McDonald's restaurant. You must be fully trained, in McDonald's sole judgment, before you operate a restaurant.

At the opening of your restaurant, a franchise business partner will spend time with you providing assistance and refinement of previous training and instruction.

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

The experience of the instructors in the McDonald's restaurant business averages 15 or more years. Instructors include HU-facilitators and field learning consultants. Bethany Tate Cornell, Senior Vice President and Chief Learning and Development Officer, has been the head of our Learning and Development since November 2020. Prior to this role, Bethany held multiple leadership roles of various responsibility over a 30 year career in IBM, Ethan Allen Home Interiors, Gap, Inc, General Electric and Boeing. Most recently, from April 2017 to October 2020, she was the Vice President of Leadership, Learning and Organizational Capability at Boeing based in St. Louis, Missouri.

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

Annual meetings, conventions, various workshops, and other training sessions may be conducted on an ongoing basis within each field office, and McDonald's may require you to pay for the costs associated with that ongoing

training or participation. Additionally, optional courses may be offered to you or your employees for a fee. You are responsible for the costs of traveling, living, compensation, and other expenses incurred by you and your employees in connection with attendance at all ongoing training.

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

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

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

- (1) Self-Study Modules and Coaching: Self-directed modules and coaching provide initial training, practice, and verification.
- (2) Facilitated Courses: Instructor-led training is supported and reinforced by facilitated courses that emphasize participant involvement. Interactive problem solving, small work group, and skill-building activities provide an opportunity to practice new skills and obtain feedback from peers and instructors.
- (3) Equipment Training: Self-directed equipment training and instructor-led support is provided based on system needs.

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

TRAINING PLAN SUBJECT	Classroom Training	Training in a Restaurant	Location
<b><i>Shift Leadership Curriculum</i></b>			
➤ Shift Leadership Foundations			
- ServSafe*		Varies by State	Classroom/Online
- Shift into Overdrive		7-8 hours	Restaurant, coaching
- Journal		10-15 min per shift	Restaurant, self-study, coaching, e-learning
- Shift Leadership Coach Guide		10-15 min per shift	Restaurant, coaching,
- Shift leadership e-learning modules		3-4 hours	Restaurant, self-study, coaching, e-learning
➤ Leadership Transitions Class (in-person)	2 days		Classroom at Field Office or Remote facility

Leadership Transitions Class (virtual)	6 hours (4 – 90 minute sessions over 4 consecutive days)		Online/virtual classroom
<b><i>Department Leader Curriculum</i></b>			
➤ Department Leader Getting Started		4 hours	Restaurant, self-study, coaching, e-learning
➤ Leading Hospitality Functional Training		12 hours	Restaurant, self-study, coaching, e-learning
➤ Leading Quality Functional Training		26 hours	Restaurant, self-study, coaching, e-Learning
➤ Leading People Functional Training		26 hours	Restaurant, self-study, coaching, e-learning
➤ Leading Technology		4 hours	Restaurant, self-study, coaching, e-learning
➤ Developing the Leader in Me Class (in-person)	3 days		Classroom at Field Office or Remote facility
➤ Developing the Leader in Me Class (virtual)	18 hours		Online, virtual classroom
<b><i>Restaurant Leader Curriculum</i></b>			
➤ Restaurant Leader Functional track		15-16 hours	Restaurant, self-study, coaching, e-learning
➤ Leading Great Restaurants Class (in-person)	4 days		Classroom at Hamburger University in Chicago, IL
➤ Virtual Leading Great Restaurants Class	57 hours		Online/virtual classroom/self-study

\*ServSafe – administered by the National Restaurant Association (certification requirements vary by state/county – with regard to the instruction/delivery of the class).

## **Item 12 Territory**

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

## Item 13 Trademarks

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

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

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

<u>Trade/Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Int. Class</u>
THE GOLDEN ARCHES LOGO	893,440	06/23/70	43
McDONALD’S (Name)	743,572	01/08/63	43
McDONALD’S and GOLDEN ARCHES LOGO (Sign Design)	1,287,408	07/24/84	43

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

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

There currently are no decisions of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court which affect your right to use the Marks. There is currently no pending infringement, opposition, or cancellation proceeding nor any material litigation involving such Marks the outcome of which is relevant to their use in the state in which your restaurant is to be located.

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

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

We have no obligation under the Franchise Agreement to protect you against, participate in your defense of, or to reimburse you for, any damages which you are held liable for in any proceeding arising out of your use of the Marks. We may at any time require you to limit and/or modify your use of the Marks. In this event, we are

not obligated under the Franchise Agreement to reimburse you for the cost incurred due to the modification or discontinuance of use of the Marks.

## **Item 14 Patents, Copyrights, and Proprietary Information**

No patents are required to be disclosed in this Item.

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

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

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

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

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

Using McDonald's confidential and proprietary information or the Financial Information in an unauthorized manner is strictly prohibited. Failure to maintain the confidentiality of this information and/or the

unauthorized use or disclosure of this information may lead to civil or criminal prosecution as well as the termination of the Franchise Agreement.

**Item 15**  
**Obligation to Participate in the Actual Operation of the Franchise Business**

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

**Item 16**  
**Restrictions on What the Franchisee May Sell**

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

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

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

**Item 17**  
**Renewal, Termination, Transfer, and Dispute Resolution**

**THE FRANCHISE RELATIONSHIP**

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

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 2	Traditional term is generally 20 years except as otherwise described in Item 5. Satellite term varies. STO and STR terms are generally 10 years. BFL term is generally 3 years.
b. Renewal or extension of the term	Section 28(a) See Exhibit K for explanation of McDonald’s current New Term Policy	You have no right to renew or extend. The New Term Policy is not part of the Franchise Agreement. It is subject to change in McDonald’s sole discretion. Its application will differ depending upon the facts and circumstances involved and is not a contract right between you and McDonald’s. See Note 2.
c. Requirements for franchisee to renew or extend	Not Applicable	You have no right to renew or extend.
d. Termination by franchisee	Not Applicable	Not Applicable



<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Sections 18 and 19	McDonald's can terminate only if you commit any 1 of several listed violations or repeatedly breach the Franchise Agreement.
g. "Cause" defined – curable defaults	Not Applicable	Not Applicable
h. "Cause" defined – non-curable defaults	Sections 18 and 19	Material Breaches include: failure to maintain the restaurant in a good, clean, wholesome manner and in compliance with McDonald's standards; you become bankrupt; any amount owing to McDonald's is not paid within 30 days of due date; judgment in excess of \$5,000 outstanding against you for more than 30 days; right of possession of restaurant is lost; violation of franchise restrictions; knowing sale of foods other than those approved by McDonald's or which fail to conform to McDonald's standards; transfer of franchise without McDonald's prior consent; McDonald's is denied access to restaurant; failure to make prompt payment of undisputed invoices; misrepresentation relating to ownership or acquisition of franchise; conduct that damages McDonald's reputation; conviction of felony; intentional under-reporting of Gross Sales; repeated other breaches.
i. Franchisee's obligations on termination/non-renewal	Section 20	For 30 days and at McDonald's request you must: sell us the furniture, fixtures, signs, and equipment for fair market value (no payment for intangible assets); return business manuals and other confidential material; cease using the McDonald's System and trademarks (also see r).
j. Assignment of contract by franchisor	Not Applicable	Assignable by McDonald's as a matter of common law; no separate provision required.
k. "Transfer" by franchisee – defined	Sections 15 and 19	Includes direct, indirect, or contingent transfer, in whole or in part, of any interest in the franchise.
l. Franchisor approval of transfer by franchisee	Not Applicable	Transfers require McDonald's approval, subject to the terms stated in the Franchise Agreement, Assignment to an Entity, and Assignment Agreement (see Exhibits H and I). Also see Note 2.
m. Conditions for franchisor approval of transfer	Sections 15 and 19	New franchisee qualifies; service fee increases to the current fee; new franchisee assumes full and unconditional liability; you remain personally liable for the remainder of the term; no current breach.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15(c)	McDonald's can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Sections 15(a) and 20	Purchase business only if we have been managing your restaurant for 1 year after your death or disability; purchase certain assets upon termination.
p. Death or disability of franchisee	Section 15(a)	Franchise may be assigned to any approved purchaser or spouse, heirs, or nearest blood relative who is a qualified franchisee (see m). Also see Note 1.
q. Non-competition covenants during the term of the franchise	Section 11	No involvement in competing or similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section 11	No competing business for 18 months within 10 miles (including after assignment or sale).

<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
s. Modification of the agreement	Section 26	No modifications generally but O&T Manual subject to change.
t. Integration/merger clause	Sections 28(c), 28(e), 28(f), 28(h), and 28(i)	Only the terms of the Franchise Agreement are binding (subject to state law). No other promises have been made, but nothing in the Franchise Agreement disclaims any representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Not Applicable	Not Applicable
w. Choice of law	Section 27	The Franchise Agreement is interpreted and governed by Illinois law (with specific exceptions stated in the Franchise Agreement).

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

Note 2 Under a BFL franchise, if you have a conditional option to purchase certain restaurant assets, the conditions are met, and you exercise the option, your franchise will be extended for up to 20 years after the beginning of the term (based on available real estate tenure).

Note 3 You have no right to acquire additional franchises. If you wish to acquire additional franchises, refer to the Growth Policy (Exhibit L).

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

<b>Provision</b>	<b>Section in Operator’s Lease</b>	<b>Summary</b>
a. Length of the franchise term	Section 1.01	
b. Renewal or extension of the term	Not Applicable	
c. Requirements for franchisee to renew or extend	Not Applicable	
d. Termination by franchisee	Not Applicable	
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	Section 7.04	McDonald’s can terminate only if franchisee defaults.
g. “Cause” defined – curable defaults	Section 7.04	You have 10 days to cure default of any covenant or agreement other than that listed in h.
h. “Cause” defined – non-curable defaults	Sections 3.03(A) and 7.04	Failure to pay rent; failure to submit required reports; failure to comply with Franchise Agreement; abandonment; bankruptcy.
i. Franchisee’s obligations on termination/non-renewal	Sections 5.02 and 7.04	Subject to the option to purchase contained in the Franchise Agreement, remove all equipment and fixtures; continue to pay rent on termination.
j. Assignment of contract by franchisor	Not Applicable	Assignable by McDonald’s as a matter of common law; no separate provision required.
k. “Transfer” by franchisee – defined	Not Applicable	
l. Franchisor approval of transfer by franchisee	Section 4.06	No assignment without McDonald’s consent and only in accordance with the Franchise Agreement (see l and m under Franchise Agreement).
m. Conditions for franchisor approval of transfer	Not Applicable	See l and m under Franchise Agreement.

<b>Provision</b>	<b>Section in Operator's Lease</b>	<b>Summary</b>
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	See n under Franchise Agreement.
o. Franchisor's option to purchase franchisee's business	Not Applicable	See o under Franchise Agreement.
p. Death or disability of franchisee	Not Applicable	See p under Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Not Applicable	See q under Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	See r under Franchise Agreement.
s. Modification of the agreement	Section 8.07	No modifications, except in writing.
t. Integration/merger clause	Section 8.07	Only the terms of the Franchise Agreement and Operator's Lease are binding (subject to state law). Any other promises may not be enforceable, but nothing in the Operator's Lease disclaims any representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	
v. Choice of forum	Not Applicable	
w. Choice of law	Section 8.06	The Franchise Agreement and Operator's Lease are interpreted and governed by Illinois law (with specific exceptions stated in the Franchise Agreement).

## **Item 18 Public Figures**

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

## **Item 19 Financial Performance Representations**

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

Of the approximately 12,400 domestic traditional McDonald's restaurants opened at least 1 year as of December 31, 2022, approximately 80% had annual sales volumes in excess of \$2,700,000; approximately 74% had annual sales volumes in excess of \$2,900,000; and approximately 66% had annual sales volumes in excess of \$3,100,000. The average annual sales volume of domestic traditional McDonald's restaurants open at least 1 year as of December 31, 2022, was \$3,686,000 during 2022. The highest and lowest annual sales volume in 2022 for these domestic traditional McDonald's restaurants was \$16,757,000 and \$579,000, respectively. The median annual sales volume of domestic traditional McDonald's restaurants open at least 1 year as of December 31, 2022, was \$3,545,000 during 2022.

Of the approximately 11,746 domestic traditional franchised McDonald's restaurants opened at least 1 year as of December 31, 2022, approximately 80% had annual sales volumes in excess of \$2,700,000; approximately 72% had annual sales volumes in excess of \$2,900,000; and approximately 65% had annual sales volumes in excess of \$3,100,000. The average annual sales volume of domestic traditional franchised McDonald's restaurants open at least 1 year as of December 31, 2022, was \$3,652,000 during 2022. The highest and lowest annual sales volume in 2022 for these domestic traditional franchised McDonald's restaurants was

\$16,757,000 and \$579,000, respectively. The median annual sales volume of domestic traditional franchised McDonald's restaurants open at least 1 year as of December 31, 2022, was \$3,505,000 during 2022.

Of the approximately 654 domestic traditional McOpCo restaurants opened at least 1 year as of December 31, 2022, approximately 97% had annual sales volumes in excess of \$2,700,000; approximately 94% had annual sales volumes in excess of \$2,900,000; and approximately 90% had annual sales volumes in excess of \$3,100,000. The average annual sales volume of domestic traditional McOpCo restaurants open at least 1 year as of December 31, 2022, was \$4,294,000 during 2022. The highest and lowest annual sales volume in 2022 for these domestic traditional McOpCo restaurants was \$9,085,000 and \$1,644,000, respectively. The median annual sales volume of domestic traditional McOpCo restaurants open at least 1 year as of December 31, 2022, was \$4,136,000 during 2022.

The pro forma statements included below show annual sales volumes of \$2,700,000, \$2,900,000, and \$3,100,000. These pro forma statements have been derived from independent franchisee traditional restaurant financial statements to provide information relevant to a prospective franchisee (see Note 1). Specific assumptions used in the presentation of these pro forma statements are indicated above and below each statement.

The pro forma statements are based upon a total of 10,681 independent franchisee traditional restaurants open and operated by a franchisee for at least 1 year and do not include restaurants operated by McOpCo companies, Satellites or the domestic traditional franchised restaurants that changed owners in 2022 and for which we had complete financial statements. A franchisee's individual financial results may differ from the results stated in the pro forma statements for the reasons described in this item or for other reasons. Substantiation of the data used in preparing the earnings claims, including computations of all actual or average profit or earnings, will be made available to prospective franchisees upon reasonable request.

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

PRODUCT SALES (see Note 2)	\$2,700,000	100.0%	\$2,900,000	100.0%	\$3,100,000	100.0%
TOTAL COST OF SALES	777,000	28.8%	831,000	28.7%	887,000	28.6%
GROSS PROFIT	1,924,000	71.3%	2,071,000	71.4%	2,214,000	71.4%
OTHER OPERATING EXPENSES (excluding rent, service fees, depreciation and amortization (D&A), interest, and income taxes)*	1,247,000	46.2%	1,319,000	45.5%	1,390,000	44.8%
OPERATING INCOME BEFORE OCCUPANCY COSTS (excluding rent, service fees, D&A, interest, and income taxes) (see Note 3)**	677,000	25.1%	752,000	25.9%	824,000	26.6%

Of the 10,681 independent franchisee traditional restaurants included in the pro forma statements above, approximately 77% had operating income before occupancy costs greater than \$677,000; approximately 70% had operating income before occupancy costs greater than \$752,000; and approximately 63% had operating income before occupancy costs greater than \$824,000.

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

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

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

Note 1 — Data for McOpCo company restaurants is not included in the pro forma statements because of certain expenses that are typically incurred by a McOpCo-operated restaurant that are not incurred by restaurants franchised to individuals. If data for McOpCo-operated restaurants open for at least 1 year were included along with franchised restaurants, the percent of total restaurants in each category would not be statistically different and the range of Operating Income Before Occupancy Costs would be \$674,000 to \$816,000.

Note 2 — The description of this line, “Product Sales,” is to clarify that only product sales are included. Non-product sales and associated costs are included in Other Operating Expenses. The Operating Income Before Occupancy Costs numbers were determined using restaurants with product sales between \$2,600,000 to \$2,800,000; \$2,800,000 to \$3,000,000; and \$3,000,000 to \$3,200,000, respectively.

Note 3 — We are not presenting average occupancy costs in the above calculation because a wide variety of rent charts and ownership options exist. In addition, the effective rent paid by a franchisee may be more in any particular month than the stated percent rent indicated in the franchisee’s lease because a portion of the rent may be fixed regardless of the sales level for a given month. The range of effective rent percentages in 2022 for franchised restaurants was 0.00% to 29.03%. Refer to Item 6 for a description of rents.

**Some McDonald’s restaurants have achieved these sales, profits or earnings. Your individual results may differ. There is no assurance that you will sell or earn as much.**

## Item 20 Outlets and Franchisee Information

Table No. 1  
**Systemwide Outlet Summary  
For years 2020 to 2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	13,185	13,022	-163
	2021	13,022	12,775	-247
	2022	12,775	12,764	-11
Company-Owned	2020	659	657	-2
	2021	657	661	+4
	2022	661	691	+30

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2020	13,844	13,679	-165
	2021	13,679	13,436	-243
	2022	13,436	13,455	+19

Table No. 2  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) (1)**  
**For years 2020 to 2022**

State	Year	Number of Transfers
Alabama	2020	21
	2021	16
	2022	7
Alaska	2020	0
	2021	7
	2022	0
Arizona	2020	5
	2021	32
	2022	20
Arkansas	2020	6
	2021	6
	2022	9
California	2020	49
	2021	136
	2022	134
Colorado	2020	16
	2021	23
	2022	1
Connecticut	2020	1
	2021	6
	2022	10
Delaware	2020	19
	2021	0
	2022	0
District of Columbia	2020	4
	2021	1
	2022	6
Florida	2020	47
	2021	147
	2022	42
Georgia	2020	51
	2021	80
	2022	46
Hawaii	2020	0
	2021	2
	2022	9
Idaho	2020	0
	2021	2
	2022	0
Illinois	2020	23
	2021	95
	2022	83
Indiana	2020	24
	2021	73
	2022	46
Iowa	2020	1
	2021	15
	2022	17

State	Year	Number of Transfers
Kansas	2020	12
	2021	2
	2022	0
Kentucky	2020	22
	2021	39
	2022	27
Louisiana	2020	2
	2021	27
	2022	18
Maine	2020	4
	2021	12
	2022	8
Maryland	2020	27
	2021	39
	2022	12
Massachusetts	2020	14
	2021	25
	2022	14
Michigan	2020	59
	2021	49
	2022	56
Minnesota	2020	5
	2021	58
	2022	13
Mississippi	2020	2
	2021	3
	2022	4
Missouri	2020	15
	2021	46
	2022	35
Montana	2020	3
	2021	6
	2022	8
Nebraska	2020	10
	2021	3
	2022	13
Nevada	2020	1
	2021	3
	2022	6
New Hampshire	2020	0
	2021	1
	2022	0
New Jersey	2020	13
	2021	33
	2022	48
New Mexico	2020	4
	2021	26
	2022	10
New York	2020	33
	2021	110
	2022	33
North Carolina	2020	35
	2021	72
	2022	40
North Dakota	2020	0
	2021	10
	2022	2

State	Year	Number of Transfers
Ohio	2020	34
	2021	86
	2022	48
Oklahoma	2020	10
	2021	20
	2022	3
Oregon	2020	6
	2021	28
	2022	9
Pennsylvania	2020	19
	2021	47
	2022	47
Rhode Island	2020	0
	2021	4
	2022	0
South Carolina	2020	35
	2021	48
	2022	26
South Dakota	2020	8
	2021	0
	2022	3
Tennessee	2020	7
	2021	52
	2022	39
Texas	2020	63
	2021	110
	2022	102
Utah	2020	2
	2021	5
	2022	22
Vermont	2020	0
	2021	2
	2022	1
Virginia	2020	31
	2021	86
	2022	35
Washington	2020	19
	2021	6
	2022	29
West Virginia	2020	1
	2021	18
	2022	4
Wisconsin	2020	1
	2021	39
	2022	24
Wyoming	2020	0
	2021	0
	2022	0
Guantanamo Bay	2020	0
	2021	1
	2022	0
Guam	2020	0
	2021	1
	2022	0
Northern Mariana Islands	2020	0
	2021	0
	2022	0



State	Year	Number of Transfers
Total	2020	764
	2021	1758
	2022	1169

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

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

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non-Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
Alabama	2020	244	0	0	2	0	0	242
	2021	242	0	0	3	0	0	239
	2022	239	1	0	0	0	0	240
Alaska	2020	31	0	0	0	0	0	31
	2021	31	0	0	3	0	0	28
	2022	28	0	0	0	0	0	28
Arizona	2020	274	1	0	2	0	0	273
	2021	273	3	0	20	0	0	256
	2022	256	6	0	0	0	0	262
Arkansas	2020	171	0	0	2	0	0	169
	2021	169	0	0	5	0	0	164
	2022	164	0	0	0	0	0	164
California	2020	1,203	2	0	29	0	0	1,176
	2021	1,176	6	3	31	0	0	1,148
	2022	1,148	2	3	2	0	0	1,145
Colorado	2020	209	0	1	2	0	0	206
	2021	206	3	0	12	0	0	197
	2022	197	3	0	0	0	0	200
Connecticut	2020	141	0	0	0	0	0	141
	2021	141	0	0	1	0	0	140
	2022	140	0	0	1	0	0	139
Delaware	2020	36	0	0	0	0	0	36
	2021	36	0	0	1	0	0	35
	2022	35	1	0	0	0	0	36
District of Columbia	2020	27	0	0	2	0	0	25
	2021	25	0	0	0	0	0	25
	2022	25	0	1	0	0	0	24
Florida	2020	804	4	0	9	0	0	799
	2021	799	6	1	41	3	0	760
	2022	760	7	0	1	47	0	719
Georgia	2020	452	1	0	7	0	0	446
	2021	446	0	0	4	0	0	442
	2022	442	1	0	0	0	0	443
Guam	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	1	0	0	5
Hawaii	2020	52	0	0	0	0	0	52
	2021	52	1	0	1	0	0	52
	2022	52	0	0	0	0	0	52
Idaho	2020	62	1	0	1	0	0	62
	2021	62	1	0	2	0	0	61
	2022	61	2	0	0	0	0	63

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non-Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
Illinois	2020	616	0	1	3	2	0	610
	2021	610	3	0	2	0	0	611
	2022	611	0	4	2	0	0	605
Indiana	2020	321	0	0	0	0	0	321
	2021	321	6	1	2	0	0	324
	2022	324	1	0	0	0	0	325
Iowa	2020	146	0	0	3	0	0	143
	2021	143	0	0	0	25	0	118
	2022	118	0	0	0	0	0	118
Kansas	2020	148	0	0	1	0	0	147
	2021	147	1	0	2	0	0	146
	2022	146	0	0	0	0	0	146
Kentucky	2020	241	0	0	0	0	0	241
	2021	241	8	0	1	0	0	248
	2022	248	1	0	0	0	0	249
Louisiana	2020	237	1	0	5	0	0	233
	2021	233	2	1	1	0	0	233
	2022	233	4	8	0	0	0	229
Maine	2020	62	0	0	0	0	0	62
	2021	62	0	0	1	0	0	61
	2022	61	0	0	0	0	0	61
Maryland	2020	234	0	0	9	0	0	225
	2021	225	3	0	4	0	0	224
	2022	224	2	1	2	0	0	223
Massachusetts	2020	234	0	0	0	0	0	234
	2021	234	0	0	0	0	0	234
	2022	234	0	0	2	0	0	232
Michigan	2020	488	2	0	5	0	0	485
	2021	485	2	1	7	0	0	479
	2022	479	8	0	1	0	0	486
Minnesota	2020	226	0	1	2	0	0	223
	2021	223	0	0	1	0	0	222
	2022	222	1	1	1	0	0	221
Mississippi	2020	143	0	0	3	0	0	140
	2021	140	1	0	0	0	0	141
	2022	141	1	0	0	0	0	142
Missouri	2020	315	2	0	3	0	2	312
	2021	312	3	1	2	0	0	312
	2022	312	0	2	0	0	0	310
Montana	2020	48	0	0	1	0	0	47
	2021	47	0	0	0	0	0	47
	2022	47	0	0	0	0	0	47
Nebraska	2020	77	0	0	0	0	0	77
	2021	77	1	0	0	0	0	78
	2022	78	0	0	1	0	0	77
Nevada	2020	130	0	0	4	0	0	126
	2021	126	2	0	13	0	0	115
	2022	115	3	0	0	0	0	118
New Hampshire	2020	54	0	0	0	0	0	54
	2021	54	0	0	0	0	0	54
	2022	54	0	0	0	0	0	54
New Jersey	2020	263	0	0	6	0	0	257
	2021	257	0	0	3	0	0	254
	2022	254	0	2	0	0	0	252

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non-Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
New Mexico	2020	106	0	0	2	0	0	104
	2021	104	0	0	11	0	0	93
	2022	93	2	0	0	0	0	95
New York	2020	593	0	0	9	0	0	584
	2021	584	15	0	4	0	0	595
	2022	595	0	1	0	0	0	594
North Carolina	2020	459	1	0	6	0	0	454
	2021	454	5	1	11	0	1	446
	2022	446	2	0	0	0	0	448
North Dakota	2020	24	0	0	0	0	0	24
	2021	24	1	0	0	0	0	25
	2022	25	0	0	0	0	0	25
Ohio	2020	570	1	0	4	0	0	567
	2021	567	2	0	0	5	0	564
	2022	564	4	1	0	0	0	567
Oklahoma	2020	184	2	0	4	0	0	182
	2021	182	2	1	10	4	0	169
	2022	169	0	1	0	0	0	168
Oregon	2020	162	1	0	5	0	0	158
	2021	158	0	0	3	0	0	155
	2022	155	0	0	0	0	0	155
Pennsylvania	2020	491	0	0	5	0	0	486
	2021	486	0	0	8	0	0	478
	2022	478	1	1	1	0	0	477
Rhode Island	2020	31	0	0	0	0	0	31
	2021	31	0	0	0	0	0	31
	2022	31	1	0	0	0	0	32
South Carolina	2020	222	2	0	3	0	0	221
	2021	221	1	0	5	0	0	217
	2022	217	2	0	0	0	0	219
South Dakota	2020	30	0	0	1	0	0	29
	2021	29	0	0	0	0	0	29
	2022	29	1	0	0	0	0	30
Tennessee	2020	327	1	0	6	0	0	322
	2021	322	1	0	2	0	0	321
	2022	321	6	0	0	0	0	327
Texas	2020	1,137	4	0	23	0	0	1,118
	2021	1,118	20	0	67	0	0	1,071
	2022	1,071	18	3	0	0	0	1,086
Utah	2020	113	0	0	3	0	0	110
	2021	110	1	0	5	0	0	106
	2022	106	2	0	0	0	0	108
Vermont	2020	26	0	0	0	0	0	26
	2021	26	0	0	0	0	0	26
	2022	26	0	0	0	0	0	26
Virginia	2020	364	1	0	3	0	0	362
	2021	362	0	0	4	0	0	358
	2022	358	1	1	1	0	0	357
Washington	2020	238	0	0	6	0	0	232
	2021	232	1	0	5	0	0	228
	2022	228	0	0	2	0	0	226
West Virginia	2020	103	0	0	0	0	0	103
	2021	103	0	0	0	0	0	103
	2022	103	0	0	0	0	0	103

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations (1)	Non-Renewals (2)	Reacquired by Franchisor (3)	Ceased Operations - Other Reasons (4)	Outlets at End of the Year
Wisconsin	2020	278	0	0	1	0	0	277
	2021	277	0	0	2	0	0	275
	2022	275	0	0	0	0	0	275
Wyoming	2020	29	0	0	1	0	0	28
	2021	28	0	0	0	0	0	28
	2022	28	0	0	0	0	0	28
Guantanamo Bay	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Northern Mariana Islands	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Total Outlets	2020	13,185	27	3	183	2	2	13,022
	2021	13,022	101	10	300	37	1	12,775
	2022	12,775	84	30	18	47	0	12,764

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

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

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee (1)	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Arizona	2020	11	0	0	0	0	11
	2021	11	0	0	0	0	11
	2022	11	0	0	0	0	11
California	2020	78	0	0	0	1	77
	2021	77	0	0	0	3	74
	2022	74	0	0	0	0	74
Florida	2020	98	0	0	0	0	98
	2021	98	0	3	1	0	100
	2022	100	1	47	0	2	146
Hawaii	2020	21	0	0	0	0	21
	2021	21	0	0	0	0	21
	2022	21	0	0	0	0	21

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee (1)	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Illinois	2020	45	0	2	0	0	47
	2021	47	0	0	0	3	44
	2022	44	0	0	0	0	44
Indiana	2020	28	0	0	0	0	28
	2021	28	0	0	0	0	28
	2022	28	0	0	0	0	28
Iowa	2020	0	0	0	0	0	0
	2021	0	0	25	0	0	25
	2022	25	0	1	1	0	25
Kentucky	2020	9	0	0	0	0	9
	2021	9	0	0	0	5	4
	2022	4	0	0	0	0	4
Maryland	2020	54	0	0	0	0	54
	2021	54	0	0	0	2	52
	2022	52	0	0	0	0	52
Michigan	2020	57	0	0	0	2	55
	2021	55	0	0	0	0	55
	2022	55	0	0	0	8	47
Nevada	2020	13	0	0	0	0	13
	2021	13	0	0	0	0	13
	2022	13	1	0	1	0	13
New York	2020	15	0	0	1	0	14
	2021	14	0	0	0	14	0
	2022	0	0	0	0	0	0
North Carolina	2020	22	0	0	0	0	22
	2021	22	0	0	0	2	20
	2022	20	0	0	0	0	20
Ohio	2020	42	0	0	0	0	42
	2021	42	0	5	0	1	46
	2022	46	0	0	0	4	42
Oklahoma	2020	20	0	0	0	0	20
	2021	20	0	4	0	0	24
	2022	24	0	0	0	0	24
South Carolina	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
Tennessee	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	4	0
Texas	2020	55	0	0	0	0	55
	2021	55	1	0	0	3	53
	2022	53	0	0	0	0	53
Virginia	2020	38	0	0	0	0	38
	2021	38	0	0	0	0	38
	2022	38	0	0	0	0	38
Washington	2020	25	0	0	0	0	25
	2021	25	0	0	0	0	25
	2022	25	0	1	1	0	25
West Virginia	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Wisconsin	2020	19	0	0	0	0	19
	2021	19	0	0	0	0	19
	2022	19	0	0	0	0	19

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee (1)	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total Outlets	2020	659	0	2	1	3	657
	2021	657	1	37	1	33	661
	2022	661	2	49	3	18	691

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

Table No. 5  
**Projected Openings As Of December 31, 2022 (1)**

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	2	0
Alaska	0	1	0
Arizona	0	6	0
Arkansas	0	0	0
California	0	18	0
Colorado	0	5	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	0	11	1
Georgia	0	3	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	3	0
Indiana	0	2	0
Iowa	0	3	0
Kansas	0	0	0
Kentucky	0	2	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	2	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	2	0
Mississippi	0	0	0
Missouri	0	2	0
Montana	0	0	0
Nebraska	0	1	0
Nevada	0	4	0
New Hampshire	0	0	0
New Jersey	0	1	0
New Mexico	0	1	0
New York	0	4	0
North Carolina	0	1	0
North Dakota	0	1	0
Ohio	0	3	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	1	0
Rhode Island	0	0	0
South Carolina	0	0	0

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
South Dakota	0	1	0
Tennessee	0	3	0
Texas	0	27	0
Utah	0	5	0
Vermont	0	0	0
Virginia	0	1	0
Washington	0	2	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	1	0
Guam	0	0	0
Guantanamo Bay	0	0	0
Northern Mariana Islands	0	0	0
Total	0	119	1

- (1) Reflects projections of gross restaurant openings.

Attached to this disclosure document as Exhibit R is a list of U.S. franchised restaurants as of December 31, 2022.

Attached to this disclosure document as Exhibit S is a list of the 195 franchisees who had a restaurant franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent completed fiscal year or who have not communicated with us within 10 weeks of the application date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

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

- National Franchisee Leadership Alliance (NFLA)  
Address: c/o Steve Spenceley  
Concannon Miller  
160 Fountain Parkway North, Suite 110  
St. Petersburg, FL 33716  
Telephone #: 727-577-7620  
NFLA is endorsed by McDonald's.
- Asian McDonald's Operators Association (AMOA)  
Address: ATTN: Maria Lim  
150 Staniford Street, Suite #3  
Boston, MA 02114  
E-Mail Address: jimmy.ferguson@partners.mcd.com  
cc E-Mail: maria.lim@partners.mcd.com  
AMOA is endorsed by McDonald's.
- McDonald's Hispanic Operators Association (MHOA)  
Address: 26605 Kelvin Ct., Suite A  
Murrieta, CA 92562  
E-Mail Address: santiago.negre@partners.mcd.com  
Web Address: <https://mhoa.wildapricot.org/>  
MHOA is endorsed by McDonald's.

4. National Black McDonald's Operators Association (NBMOA)  
Address: 401 N. Michigan Ave., Suite 1200  
Chicago, IL 60611  
Telephone #: (312) 822-3363  
E-Mail Address: [execdirector@nbmoa.org](mailto:execdirector@nbmoa.org)  
Web Address: [www.nbmoa.org](http://www.nbmoa.org)  
NBMOA is endorsed by McDonald's.
5. Women Operators Network (WON)  
Address: CHAR, Inc.  
811 Gunter Avenue  
P.O. Box 878  
Guntersville, AL 35976-0878  
ATTN: Kim Hollingsworth  
Telephone #: (256) 738-4835  
E-Mail Address: [won.database@us.stores.mcd.com](mailto:won.database@us.stores.mcd.com)  
[jamie.straza@partners.mcd.com](mailto:jamie.straza@partners.mcd.com)  
Web Address: <http://won.wildapricot.org/>  
WON is endorsed by McDonald's.
6. McDonald's Owner Operator Pride Network (MOOPN)  
Address: 2140 Hall Johnson Road  
Suite 102-301  
Grapevine, TX 76051  
E-Mail Address: [martha.ball@partners.mcd.com](mailto:martha.ball@partners.mcd.com)  
MOOPN is endorsed by McDonald's.

The following independent franchisee organization has asked to be included in this disclosure document:

National Owners Association (NOA)  
c/o Robert Zarco  
Zarco Einhorn Salkowski, P.A.  
Address: 2 S. Biscayne Blvd.  
34<sup>th</sup> Floor  
Miami, FL 33131  
Telephone # (305) 374-5418  
[rzarco@zarcolaw.com](mailto:rzarco@zarcolaw.com)

## **Item 21 Financial Statements**

Attached to this disclosure document as Exhibit A are the consolidated balance sheets of McDonald's USA, LLC as of December 31, 2022, and December 31, 2021, and the related consolidated statements of income, member's equity, and cash flows for the years ended December 31, 2022, December 31, 2021, and December 31, 2020.

## **Item 22 Contracts**

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



**Item 23**  
**Receipts**

See the Receipts at the end of this disclosure document.

# **EXHIBITS**

## Report of Independent Auditors

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The Board of Directors  
McDonald's USA, LLC

### Opinion

We have audited the consolidated financial statements of McDonald's USA LLC (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of income, members' equity and cash flows for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

### 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 Auditor's 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 accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

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 available to be issued.

### Auditor's 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 of material misstatement, whether due to fraud or error, and to issue an auditor's 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.

/s/ Ernst & Young LLP

Chicago, Illinois  
March 13, 2023

## McDonald's USA, LLC

### Consolidated Statement of Income

<i>In millions</i>	<i>Years ended December 31, 2022</i>			<i>2021</i>	<i>2020</i>
<b>REVENUES</b>					
Sales by Company-operated restaurants	\$ 2,835.8	\$ 2,616.5	\$ 2,394.5		
Revenues from franchised restaurants	6,584.7	6,093.9	5,261.0		
Other revenues	167.9	154.6	173.0		
<b>Total revenues</b>	<b>9,588.4</b>	<b>8,865.0</b>	<b>7,828.5</b>		
<b>OPERATING COSTS AND EXPENSES</b>					
Company-operated restaurant expenses					
Food & paper	850.3	719.6	676.6		
Payroll & employee benefits	942.6	822.4	765.3		
Occupancy & other operating expenses	613.5	564.0	547.6		
Franchised restaurants-occupancy expenses	1,244.1	1,188.2	1,164.3		
Selling, general & administrative expenses	692.1	695.6	625.1		
Other operating (income) expense, net	31.6	13.3	133.4		
Other restaurant expenses	117.5	107.3	127.1		
<b>Total operating costs and expenses</b>	<b>4,491.7</b>	<b>4,110.4</b>	<b>4,039.4</b>		
<b>Operating income before royalty to parent</b>	<b>5,096.7</b>	<b>4,754.6</b>	<b>3,789.1</b>		
Royalty expense to parent	975.8	923.2	813.5		
<b>Operating income</b>	<b>4,120.9</b>	<b>3,831.4</b>	<b>2,975.6</b>		
Interest expense-net of capitalized interest of \$5.9, \$3.3, and \$2.7	59.4	45.8	79.3		
Nonoperating (income) expense, net	(0.9)	(1.7)	(2.5)		
<b>Income before provision for income taxes</b>	<b>4,062.4</b>	<b>3,787.3</b>	<b>2,898.8</b>		
Provision for income taxes	966.7	934.2	691.9		
<b>Net income</b>	<b>\$ 3,095.7</b>	<b>\$ 2,853.1</b>	<b>\$ 2,206.9</b>		

See Notes to consolidated financial statements.

McDonald's USA, LLC  
Consolidated Balance Sheet

<i>In millions</i>	<i>December 31, 2022</i>		<i>2021</i>
<b>ASSETS</b>			
<b>Current assets</b>			
Cash	\$	29.0	\$ 30.5
Accounts and notes receivable, net		757.3	685.2
Due from parent, net		—	81.9
Inventories, at cost, not in excess of market		18.2	16.0
Prepaid expenses and other current assets		45.5	42.8
<b>Total current assets</b>		<b>850.0</b>	<b>856.4</b>
<b>Other assets</b>			
Investments in affiliates		(1.6)	(1.3)
Goodwill		1,462.9	1,314.8
Lease right-of-use assets		5,328.1	5,527.3
Miscellaneous		891.9	410.8
<b>Total other assets</b>		<b>7,681.3</b>	<b>7,251.6</b>
<b>Property and equipment</b>			
Property and equipment, at cost		21,495.2	20,877.4
Accumulated depreciation and amortization		(8,586.2)	(7,981.6)
<b>Net property and equipment</b>		<b>12,909.0</b>	<b>12,895.8</b>
<b>Total assets</b>	<b>\$</b>	<b>21,440.3</b>	<b>\$ 21,003.8</b>
<b>LIABILITIES AND MEMBERS' EQUITY</b>			
<b>Current liabilities</b>			
Accounts payable	\$	166.2	\$ 166.6
Due to parent, net		623.5	—
Lease liability		189.9	182.3
Other taxes		37.3	29.1
Accrued interest, due to parent		27.6	18.4
Accrued payroll and other liabilities		343.5	317.9
<b>Total current liabilities</b>		<b>1,388.0</b>	<b>714.3</b>
<b>Due to parent</b>		<b>2,400.0</b>	<b>2,400.0</b>
<b>Other long-term liabilities</b>		<b>693.2</b>	<b>743.3</b>
<b>Long-term lease liability</b>		<b>5,314.2</b>	<b>5,473.6</b>
<b>Deferred income taxes</b>		<b>1,422.9</b>	<b>1,450.6</b>
<b>Members' equity</b>			
Members' capital		5,588.1	5,588.1
Retained earnings		4,633.9	4,633.9
<b>Total members' equity</b>		<b>10,222.0</b>	<b>10,222.0</b>
<b>Total liabilities and members' equity</b>	<b>\$</b>	<b>21,440.3</b>	<b>\$ 21,003.8</b>

See Notes to consolidated financial statements.

# McDonald's USA, LLC

## Consolidated Statement of Cash Flows

<i>In millions</i>	<i>Years ended December 31, 2022</i>		<i>2021</i>	<i>2020</i>
<b>Operating activities</b>				
Net income	\$	3,095.7	\$ 2,853.1	\$ 2,206.9
Adjustments to reconcile to cash provided by operations				
Charges and credits:				
Depreciation and amortization	912.4		840.7	813.9
Deferred income taxes	(27.8)		11.7	139.3
Other	28.0		17.2	(4.0)
Changes in working capital items:				
Accounts receivable	(34.8)		66.8	189.9
Inventories, prepaid expenses and other current assets	(5.0)		(14.4)	3.4
Accounts payable	2.5		14.9	(11.9)
Income taxes	67.4		77.9	(31.8)
Other accrued liabilities	(49.5)		117.3	(44.4)
Due (to) from parent, net	674.9		52.2	(146.0)
<b>Cash provided by operations</b>	<b>4,663.8</b>		<b>4,037.4</b>	<b>3,115.3</b>
<b>Investing activities</b>				
Property and equipment expenditures	(860.0)		(940.7)	(890.4)
Purchases of restaurant businesses	(667.0)		(255.5)	(1.6)
Sales of restaurant businesses and property	75.7		104.3	9.6
Other, net	(91.3)		(92.4)	(12.4)
<b>Cash used for investing activities</b>	<b>(1,542.6)</b>		<b>(1,184.3)</b>	<b>(894.8)</b>
<b>Financing activities</b>				
Long-term financing issuances	—		0.1	0.1
Long-term financing repayments	—		(0.2)	(0.4)
Other financing	(27.0)		(18.7)	—
Dividends to parent	(3,095.7)		(2,853.1)	(2,212.9)
<b>Cash used for financing activities</b>	<b>(3,122.7)</b>		<b>(2,871.9)</b>	<b>(2,213.2)</b>
<b>Cash and equivalents increase (decrease)</b>	<b>\$ (1.5)</b>		<b>\$ (18.8)</b>	<b>\$ 7.3</b>
Cash and equivalents at beginning of year	\$	30.5	\$ 49.3	\$ 42.0
<b>Cash and equivalents at end of year</b>	<b>\$ 29.0</b>		<b>\$ 30.5</b>	<b>\$ 49.3</b>
<b>Supplemental cash flow disclosures</b>				
Interest paid (excluding amounts paid to parent)	\$	—	\$ —	\$ 0.3
State income taxes paid (excluding amounts paid to parent)	\$	113.5	\$ 121.0	\$ 70.7

See Notes to consolidated financial statements.

## McDonald's USA, LLC

### Consolidated Statement of Members' Equity

<i>In millions</i>		<b>Members' capital</b>		<b>Retained earnings</b>		<b>Total members' equity</b>
Balance at January 1, 2020	\$	5,588.1	\$	4,639.9	\$	10,228.0
Net income		—		2,206.9		2,206.9
Dividends to parent		—		(2,212.9)		(2,212.9)
Balance at December 31, 2020	\$	5,588.1	\$	4,633.9	\$	10,222.0
Net income		—		2,853.1		2,853.1
Dividends to parent		—		(2,853.1)		(2,853.1)
Balance at December 31, 2021	\$	5,588.1	\$	4,633.9	\$	10,222.0
Net income		—		3,095.7		3,095.7
Dividends to parent		—		(3,095.7)		(3,095.7)
<b>Balance at December 31, 2022</b>	<b>\$</b>	<b>5,588.1</b>	<b>\$</b>	<b>4,633.9</b>	<b>\$</b>	<b>10,222.0</b>

See Notes to consolidated financial statements.

## Summary of Significant Accounting Policies

### NATURE OF BUSINESS

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

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

The following table presents restaurant information by ownership type:

<i>Restaurants at December 31,</i>	<b>2022</b>	2021	2020
Franchised	<b>12,751</b>	12,775	13,025
Company-operated	<b>693</b>	663	657
<b>Total Systemwide restaurants</b>	<b>13,444</b>	13,438	13,682

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

The Company is a wholly owned subsidiary of McDonald's Corporation ("McDonald's"). On January 1, 2005, McDonald's contributed assets, net of liabilities, of \$5,548.8 million to the Company. McDonald's has retained legal title to certain of the property and equipment assets, which are in turn used by the Company in accordance with extended intercompany agreements. McDonald's or its affiliates directly own the intellectual property rights in the U.S. and license or sublicense such rights to the Company. The financial position, results of operations and cash flows of the Company could differ from the reported results had the Company operated as an autonomous entity independent of McDonald's.

### CONSOLIDATION

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

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

### ESTIMATES IN FINANCIAL STATEMENTS

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

### RECENT ACCOUNTING PRONOUNCEMENTS

#### *Recently Adopted Accounting Pronouncements*

##### *Leases*

In July 2021, the FASB issued No. ASU 2021-05, "Leases (Topic 842): Lessors—Certain Leases with Variable Lease Payments" ("ASU 2021-05"). The pronouncement amends the current guidance on classification for a lease that includes variable lease payments that do not depend on an index or rate. Under the amended guidance, a lessor must classify as an operating lease any lease that would otherwise be classified as a sales-type or direct financing lease and that would result in the recognition of a selling loss at lease commencement. ASU 2021-05 is effective for fiscal years beginning after December 15, 2021, including applicable interim periods. The Company adopted the new standard effective January 1, 2022. The adoption of this standard did not have a material effect on the consolidated financial statements.

##### *Reference Rate Reform*

In March 2020, the FASB issued ASU No. 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting" ("ASU 2020-04"). The pronouncement provides temporary optional expedients and exceptions to the current guidance on contract modifications and hedge accounting to ease the financial reporting burdens related to the expected market transition from the London Interbank Offered Rate and other interbank offered rates to alternative reference rates. The guidance was effective upon issuance and may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2022. The adoption of this standard did not have a material impact on the consolidated financial statements.



## REVENUE RECOGNITION

The Company's revenues consist of sales by Company-operated restaurants and fees from restaurants operated by franchisees and affiliates. Revenues from conventional franchised restaurants include rent and royalties based on a percent of sales with minimum rent payments, and initial fees. Revenues from restaurants licensed to affiliates include a royalty based on a percent of sales, and generally include initial fees. The Company's Other revenues are comprised of fees paid by franchisees to recover a portion of costs incurred by the Company for various technology platforms and revenues from brand licensing arrangements to market and sell consumer packaged goods using the McDonald's brand.

Sales by Company-operated restaurants are recognized on a cash basis at the time of the underlying sale and are presented net of sales tax and other sales-related taxes. Royalty revenues are based on a percent of sales and recognized at the time the underlying sales occur. Rental income includes both minimum rent payments, which are recognized straight-line over the franchise term, and variable rent payments based on a percent of sales, which are recognized at the time the underlying sales occur. Initial fees are recognized as the Company satisfies the performance obligation over the franchise term, which is generally 20 years.

The Company provides goods or services related to various technology platforms to certain franchisees that are distinct from the franchise agreement because they do not require integration with other goods or services that the Company provides. The Company has determined that it is the principal in these arrangements. Accordingly, the related revenue is presented on a gross basis on the Consolidated Statement of Income. These revenues are recognized as the goods or services are transferred to the franchisee, and related expenses are recognized as incurred. Brand licensing arrangement revenues are based on a percent of sales and are recognized at the time the underlying sales occur.

## PROPERTY AND EQUIPMENT

Property and equipment are stated at cost, with depreciation and amortization provided using the straight-line method over the following estimated useful lives: buildings—up to 40 years; leasehold improvements—the lesser of useful lives of assets or lease terms which generally include certain option periods; and equipment—3 to 12 years. McDonald's has retained legal title to certain of the property and equipment assets, which are in turn used by the Company in accordance with extended intercompany agreements.

The Company periodically reviews these lives relative to physical factors, economic factors and industry trends. If there are changes in the planned use of property and equipment, or if technological changes occur more rapidly than anticipated, the useful lives assigned to these assets may need to be shortened, resulting in the accelerated recognition of depreciation and amortization expense or write-offs in future periods.

The Company may share in the cost of certain restaurant improvements with its franchisees. Since McDonald's manages the project and provides up front funding in these instances, during the project the Company estimates which costs are the responsibility of McDonald's and which are the responsibility of the franchisee and allocates the corresponding costs between Property and equipment and Accounts receivable. Upon the completion of the project, the allocation of costs is finalized and may result in immaterial adjustments to the balances and associated depreciation expense.

## LEASING

The Company is the lessee in a significant real estate portfolio, primarily through ground leases (the Company leases the land and generally owns the building) and through improved leases (the Company leases the land and buildings). The Lease right-of-use asset and Lease liability reflect the present value of the Company's estimated future minimum lease payments over the lease term, which includes options that are reasonably assured of being exercised, discounted using the rate implicit in each lease, if determinable, or a collateralized incremental borrowing rate considering the term of the lease and particular currency environment. Leases with an initial term of 12 months or less, primarily related to leases of office equipment, are not included in the Lease right-of-use asset or Lease liability and continue to be recognized in the Consolidated Statement of Income on a straight-line basis over the lease term.

The Company has elected not to separate non-lease components from lease components in its lessee portfolio. To the extent that occupancy costs, such as site maintenance, are included in the asset and liability, the impact is immaterial and is generally limited to Company-owned restaurant locations. For franchised locations, which represent the majority of the restaurant portfolio, the related occupancy costs including property taxes, insurance and site maintenance are generally required to be paid by the franchisees as part of the franchise arrangement. In addition, the Company is the lessee under non-restaurant related leases such as office buildings, vehicles and office equipment. These leases are not a material subset of the Company's lease portfolio.

## CAPITALIZED SOFTWARE

Capitalized software is stated at cost and amortized using the straight-line method over the estimated useful life of the software, which primarily ranges from 2 to 10 years. Customer facing software is typically amortized over a shorter useful life, while back office and Corporate systems may have a longer useful life. Capitalized software less accumulated amortization is recorded within Miscellaneous other assets on the Consolidated Balance Sheet and was (in millions): 2022-\$104.6; 2021-\$111.3; 2020-\$113.5.

The Company reviews capitalized software for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable or if an indicator of impairment exists, which occurs more regularly throughout the year, such as when new software may be ready for its intended use. The Company did not identify any material impairment of capitalized software for the years ended December 31, 2022, 2021 and 2020.

## LONG-LIVED ASSETS

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

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

## GOODWILL

Goodwill represents the excess of cost over the net tangible assets and identifiable intangible assets of acquired restaurants and other businesses. The Company's goodwill primarily results from purchases of McDonald's restaurants from franchisees. When purchasing restaurants from a franchisee, the Company generally uses a discounted cash flow methodology (Level 3 inputs within the valuation hierarchy), which determines the fair value of restaurants acquired based on their expected profitability and cash flows. During 2022, the Company acquired restaurants from franchisees in order to expand its Company-operated restaurant footprint in key growth areas and to support key strategic franchising initiatives. In conjunction with these purchases, the company recorded approximately \$40 million of net tangible assets, \$460 million of identifiable intangible assets and \$140 million of goodwill. These acquisitions did not have a material impact on the amount of recorded revenues or net income of the Company. If a Company-operated restaurant is sold within 24 months of acquisition, the goodwill associated with the acquisition is written off in its entirety. If a Company-operated restaurant is sold beyond 24 months from the acquisition, the amount of goodwill written-off is based on the relative fair value of the business sold compared to the fair value of the reporting unit. Losses on disposal were not material for the years ended December 31, 2022, 2021 and 2020.

The Company conducts goodwill impairment testing in the fourth quarter of each year or whenever indicators of impairment exist. If an indicator of impairment exists, the goodwill impairment test compares the fair value of a reporting unit, generally based on discounted future cash flows, with its carrying amount including goodwill. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recorded for the difference. In the current period, the Company performed a qualitative assessment and did not identify any indicators of impairment. Historically, goodwill impairment has not significantly impacted the consolidated financial statements.

## ADVERTISING COSTS

Advertising costs included in operating expenses of Company-operated restaurants primarily consist of contributions to advertising cooperatives based upon a percent of sales, and were (in millions): 2022—\$84.0; 2021—\$76.4; 2020—\$71.4.

In addition, significant advertising costs are incurred by conventional franchisees through contributions to advertising cooperatives that are based upon a percent of sales. McDonald's is not the primary beneficiary of these entities, and therefore has concluded that consolidation would not be appropriate, as the Company does not have the power through voting or similar rights to direct the activities of the cooperatives that most significantly impact their economic performance.

Production costs for radio and television advertising are expensed when the commercials are initially aired. These production costs, as well as other marketing-related expenses are included in Selling, general & administrative expenses and were (in millions): 2022—\$45.4; 2021—\$52.1; 2020—\$56.4. In addition, significant advertising costs are incurred by franchisees through contributions to advertising cooperatives.

## INCOME TAXES

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

### *Income tax uncertainties*

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

## Comprehensive Income

The FASB Topic 220 – Comprehensive Income does not apply to the Company since there are no items of other comprehensive income in any period presented.

## Property and Equipment

Net property and equipment consisted of:

<i>In millions</i>	<i>December 31,</i>		<i>2021</i>
		<b>2022</b>	
Land	\$	<b>4,030.5</b>	\$ 3,895.0
Buildings and improvements on owned land		<b>11,299.1</b>	10,813.2
Buildings and improvements on leased land		<b>5,125.2</b>	5,154.4
Equipment, signs and seating		<b>962.2</b>	945.0
Other		<b>78.2</b>	69.8
Property and equipment, at cost		<b>21,495.2</b>	20,877.4
Accumulated depreciation and amortization		<b>(8,586.2)</b>	(7,981.6)
Net property and equipment	\$	<b>12,909.0</b>	\$ 12,895.8

Depreciation and amortization expense for property and equipment was (in millions): 2022—\$833.0; 2021—\$778.9; 2020—\$773.3. McDonald's has retained legal title to certain of the property and equipment assets, which are in turn used by the Company in accordance with extended intercompany agreements. Such assets are included in the amounts above.

## Franchise Arrangements

Conventional franchise arrangements generally include a lease and a license and provide for payment of initial fees, as well as continuing rent and royalties to the Company based upon a percent of sales with minimum rent payments. Minimum rent payments are based on the Company's underlying investment in owned sites and parallel the Company's underlying leases and escalations on properties that are leased. Under the franchise arrangement, franchisees are granted the right to operate a restaurant using the McDonald's System and, in most cases, the use of a restaurant facility, generally for a period of 20 years. At the end of the 20-year franchise arrangement, the Company maintains control of the underlying real estate and building and can either enter into a new 20-year franchise arrangement with the existing franchisee or a different franchisee or close the restaurant. Franchisees generally pay related occupancy costs including property taxes, insurance and site maintenance.

McDonald's has elected to allocate consideration in the franchise contract among lease and non-lease components in the same manner that it has historically: rental income (lease), royalty income (non-lease) and initial fee income (non-lease). This disaggregation and presentation of revenue is based on the nature, amount, timing and certainty of the revenue and cash flows. The allocation has been determined based on a mix of both observable and estimated standalone selling prices (the price at which an entity would sell a promised good or service separately to a customer).

Revenues from franchised restaurants consisted of:

<i>In millions</i>	<b>2022</b>		<i>2021</i>	<i>2020</i>
Rents	\$	<b>4,724.0</b>	\$ 4,334.0	\$ 3,714.9
Royalties		<b>1,837.5</b>	1,735.0	1,526.4
Initial fees		<b>23.2</b>	24.9	19.7
Revenues from franchised restaurants	\$	<b>6,584.7</b>	\$ 6,093.9	\$ 5,261.0

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

<i>In millions</i>	<i>Owned sites</i>		<i>Leased sites</i>	<i>Total</i>
2023	\$	<b>923.7</b>	\$ 668.6	\$ 1,592.3
2024		<b>898.7</b>	642.3	1,541.0
2025		<b>866.3</b>	609.6	1,475.9
2026		<b>826.5</b>	584.0	1,410.5
2027		<b>790.4</b>	556.3	1,346.7
Thereafter		<b>5,213.5</b>	3,632.0	8,845.5
Total minimum payments	\$	<b>9,519.1</b>	\$ 6,692.8	\$ 16,211.9

At December 31, 2022, net property and equipment under franchise arrangements totaled \$11.3 billion (including land of \$3.6 billion) after deducting accumulated depreciation and amortization of \$7.0 billion.

## Leasing Arrangements

The Company is the lessee in a significant real estate portfolio, primarily through ground leases (the Company leases the land and generally owns the building) and through improved leases (the Company leases land and buildings). The Company determines whether an arrangement is a lease at inception. Lease terms for most restaurants, where market conditions allow, are generally for 20 years and, in many cases, provide for rent escalations and renewal options. Renewal options are typically solely at the Company's discretion. Escalation terms vary by market with examples including fixed-rent escalations, escalations based on an inflation index and fair-value market adjustments. The timing of these escalations generally ranges from annually to every five years.

The following table provides detail of rent expense:

<i>In millions</i>	2022	2021	2020
Company-operated restaurants	\$ 22.5	\$ 36.0	\$ 39.4
Franchised restaurants	529.4	530.8	533.1
Other	33.2	38.3	36.7
Total rent expense	\$ 585.1	\$ 605.1	\$ 609.2

Rent expense included percent rents in excess of minimum rents (in millions) as follows – Franchised restaurants: 2022–\$89.1; 2021–\$88.2; 2020–\$82.9.

The Lease right-of-use asset and Lease liability reflect the present value of the Company's estimated future minimum lease payments over the lease term, which includes options that are reasonably assured of being exercised, discounted using a collateralized incremental borrowing rate. Typically, renewal options are considered reasonably assured of being exercised if the associated asset lives of the building or leasehold improvements exceed that of the initial lease term, and the sales performance of the restaurant remains strong. Therefore, the Lease right-of-use asset and Lease liability include an assumption on renewal options that have not yet been exercised by the Company, and are not currently a future obligation.

The Company's lease portfolio includes both operating and finance leases, however as of December 31, 2022, the vast majority of the portfolio was classified as operating leases.

As the rate implicit in each lease is not readily determinable, the Company uses an incremental borrowing rate to calculate the lease liability that represents an estimate of the interest rate the Company would incur to borrow on a collateralized basis over the term of a lease within a particular currency environment. The weighted average discount rate used for leases was 4.2% as of December 31, 2022 and 4.3% as of December 31, 2021.

As of December 31, 2022, maturities of lease liabilities for its lease portfolio were as follows:

<i>In millions</i>	Total *
2023	\$ 458.8
2024	452.6
2025	442.5
2026	419.7
2027	411.1
Thereafter	6,484.1
Total lease payments	8,668.8
Less: imputed interest	(3,164.7)
Present value of lease liability	\$ 5,504.1

\* Total lease payments include option periods that are reasonably assured of being exercised.

The decrease in the present value of the lease liability since December 31, 2021 is approximately \$0.2 billion. The lease liability will continue to be impacted by new leases, lease modifications, lease terminations, and reevaluation of lease terms.

The Weighted Average Lease Term remaining that is included in the maturities of lease liabilities was 20 years as of December 31, 2022 and 21 years as of December 31, 2021.

## Contingencies

In the ordinary course of business, the Company is subject to proceedings, lawsuits and other claims primarily related to competitors, customers, employees, franchisees, government agencies, intellectual property, shareholders and suppliers. The Company is required to assess the likelihood of any adverse judgments or outcomes to these matters as well as potential ranges of probable losses. A determination of the amount of accrual required, if any, for these contingencies is made after careful analysis of each matter. The required accrual may change in the future due to new developments in a particular matter or changes in approach such as a change in settlement strategy in dealing with these matters. The Company does not believe that any such matter currently being reviewed will have a material adverse effect on its financial condition or results of operations.

## Other Operating (Income) Expense, Net

<i>In millions</i>	<b>2022</b>	2021	2020
(Gains) Losses on sales of restaurant businesses	\$ (28.8)	\$ (45.3)	\$ 2.6
Equity in earnings of unconsolidated affiliates	(0.1)	(0.2)	(0.2)
Asset dispositions and other (income) expense, net	60.5	58.8	119.1
Other charges (gains)	—	—	11.9
<b>Total</b>	<b>\$ 31.6</b>	<b>\$ 13.3</b>	<b>\$ 133.4</b>

### ▪ (Gains) Losses on sales of restaurant businesses

The Company's purchases and sales of businesses with its franchisees are aimed at achieving an optimal ownership mix in each Field Office. Resulting gains or losses on sales of restaurant businesses are recorded in operating income because these transactions are a recurring part of the Company's business.

### ▪ Equity in earnings of unconsolidated affiliates

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

### ▪ Asset dispositions and other (income) expense, net

Asset dispositions and other (income) expense, net consists of gains or losses on excess property and other asset dispositions, provisions for restaurant closings, reserves for bad debts, asset write-offs due to restaurant reinvestment (including investment in Experience of the Future), strategic sale or properties, litigation settlements, and other miscellaneous income and expenses.

### ▪ Other charges (gains)

These charges include costs associated with the write down of long-lived assets from their carrying value to their fair value, as well as charges associated with strategic initiatives, such as restructuring activities.

## Income Taxes

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

<i>In millions</i>	<b>2022</b>	2021	2020
U.S. federal	\$ 795.5	\$ 708.2	\$ 443.6
U.S. state	181.9	214.3	109.0
Current tax provision	977.4	922.5	552.6
U.S. federal	23.2	(16.3)	126.7
U.S. state	(33.9)	28.0	12.6
Deferred tax provision	(10.7)	11.7	139.3
<b>Provision for income taxes</b>	<b>\$ 966.7</b>	<b>\$ 934.2</b>	<b>\$ 691.9</b>

Net deferred tax (assets) liabilities consisted of:

<i>In millions</i>	<b>December 31, 2022</b>	2021
Property and equipment	\$1,318.0	\$1,303.1
Intangible and tax-deductible goodwill	319.4	329.1
Lease right-of-use asset	1,298.4	1,495.3
Other	25.6	39.6
<b>Total deferred tax liabilities</b>	<b>2,961.4</b>	<b>3,167.1</b>
Employee benefit plans	(55.3)	(72.2)
Deferred revenue	(79.5)	(80.1)
Operating loss carryforwards	(2.7)	(1.5)
Lease liability	(1,339.8)	(1,529.0)
Other	(62.6)	(34.2)
<b>Total deferred tax assets before valuation allowance</b>	<b>(1,539.9)</b>	<b>(1,717.0)</b>
Valuation allowance	1.4	0.5
<b>Net deferred tax (assets) liabilities</b>	<b>\$1,422.9</b>	<b>\$1,450.6</b>

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

	<b>2022</b>	2021	2020
Statutory U.S. federal income tax rate	<b>21.0 %</b>	21.0 %	21.0 %
State income taxes, net of related federal income tax benefit	<b>2.8</b>	4.8	3.3
U.S. net deferred tax liability remeasurement	<b>0.0</b>	0.0	0.0
Other, net	<b>(0.2)</b>	(1.1)	(0.4)
<b>Effective income tax rates</b>	<b>23.6 %</b>	24.7 %	23.9 %

As of December 31, 2022 and 2021, the Company's gross unrecognized tax benefits totaled \$100.8 million and \$108.2 million, respectively. After considering the federal impact on state issues, it is expected that about \$79.6 million of the total as of December 31, 2022 would favorably affect the effective tax rate if resolved in the Company's favor.

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

<i>In millions</i>	<b>2022</b>	2021
Balance at January 1	<b>\$ 108.1</b>	\$ 112.1
Decreases for positions taken in prior years	<b>—</b>	(10.0)
Increases for positions taken in prior years	<b>4.4</b>	6.4
Increases for positions related to the current year	<b>8.5</b>	12.2
Settlements with taxing authorities	<b>(19.7)</b>	(0.1)
Lapsing of statutes of limitations	<b>(0.5)</b>	(12.4)
<b>Balance at December 31<sup>(1)</sup></b>	<b>\$ 100.8</b>	\$ 108.2

(1) Of this amount, \$12.1 million and \$23.7 million are included in current liabilities with the remainder in Other long-term liabilities on the Consolidated Balance Sheet for 2022 and 2021, respectively.

It is reasonably possible that the total amount of unrecognized tax benefits could decrease up to \$12.1 million within the next 12 months, of which \$0.4 million could favorably affect the effective tax rate. This decrease would result from the completion of tax audits in multiple tax jurisdictions and the expiration of the statute of limitations.

The Company is generally no longer subject to U.S. federal, state, and local income tax examinations by tax authorities for years before 2009.

The Company had \$24.7 million and \$23.1 million accrued for interest at December 31, 2022 and 2021, respectively, and no accrual for penalties in either year. The Company recognized interest and penalties related to tax matters of \$1.7 million in 2022, \$0.7 million in 2021, and \$0.7 million in 2020, which are included in the provision for income taxes.



## Employee Benefit Plans

The Company's 401(k) Plan is maintained for U.S.-based employees and includes a 401(k) feature, as well as an employer match. The 401(k) feature allows eligible participants to make pre-tax contributions that are matched each pay period (with an annual true-up) through cash contributions.

All current account balances, future contributions and related earnings can be invested in nine investment alternatives (including a target date fund series), as well as McDonald's stock in accordance with each participant's investment elections. Future participant contributions are limited to 20% investment in McDonald's stock and participants may not transfer their existing account balance into McDonald's stock if the transfer would cause the value of their interest in the fund to exceed 20% of their total 401(k) Plan account balance. Participants may choose to make separate investment choices for current account balances and future contributions.

The Company also maintains certain unfunded nonqualified supplemental benefit plans that allow participants to (i) make tax-deferred contributions and (ii) receive Company-provided matching allocations that cannot be made under the 401(k) Plan because of IRS limitations. The investment alternatives and returns are based on certain market-rate investment alternatives under the 401(k) Plan, net of expenses. Total liabilities were \$156.7 million and \$206.6 million at December 31, 2022 and 2021, respectively, and were primarily included in Other long-term liabilities on the Consolidated Balance Sheet.

McDonald's on behalf of McDonald's USA, LLC has entered into derivative contracts to hedge market-driven changes in certain of the liabilities. All changes in liabilities for these nonqualified plans and in the fair value of the derivatives are recorded in Selling, general & administrative expenses.

Total U.S. costs for the 401(k) Plan and nonqualified benefits and related hedging activities, were (in millions): 2022—\$21.4; 2021—\$24.1; 2020—\$22.1.

## Related Party Transactions

In exchange for intellectual property license rights, the Company pays McDonald's a royalty equal to two percent of Company-operated and franchised restaurant sales. Royalty expense was (in millions): 2022—\$975.8; 2021—\$923.2; 2020—\$813.5.

In addition, the Company paid dividends to McDonald's of (in millions): 2022—\$3,095.7; 2021—\$2,853.1; 2020—\$2,212.9.

In addition, McDonald's Corporation has provided the time and expenses for certain administrative functions to McDonald's USA, LLC without charge. These costs have not been reflected in the results of McDonald's USA, LLC for the years ended 2022, 2021 and 2020.

In 2022 and 2021, the Company had the following long-term payable arrangements with McDonald's, each of which accrue interest at LIBOR + 1% and mature on December 31, 2024.

Lender	Line of Credit December 31,		Outstanding Amount December 31,	
	2022	2021	2022	2021
<i>In millions</i>				
McDonald's	\$ 1,500.0	\$ 1,500.0	\$ 1,500.0	\$ 1,500.0
McDonald's	900.0	900.0	900.0	900.0
McDonald's	1,000.0	1,000.0	—	—
Total	\$ 3,400.0	\$ 3,400.0	\$ 2,400.0	\$ 2,400.0

The Company incurred net interest related to the payables due to McDonald's as follows (in millions): 2022—\$59.4; 2021—\$45.8; 2020—\$79.3. As of December 31, 2022, and 2021, the Company had accrued interest due to McDonald's, classified as a current liability of \$27.6 million and \$18.5 million, respectively.

Additionally, the Company had a \$675.0 million revolver available from McDonald's due in 2024, which may exceed \$675.0 million from time to time but not on the maturity date, which accrues interest at LIBOR + 1%, of which no amounts were outstanding at December 31, 2022 and 2021.

The Company had a net intercompany payable balance of \$623.5 million as of December 31, 2022 and a net intercompany receivable balance of \$81.9 million as of December 31, 2021.

McDonald's on behalf of McDonald's USA, LLC incurs certain expenses that are allocated to the subsidiary. These expenses are recorded in Selling, general & administrative expenses and are allocated ratably based on the amount which relates to McDonald's USA, LLC. These expenses include legal expenses, share-based compensation expenses, and other selling, general, and administrative expenses.

## Subsequent Events

On January 6, 2023, the Company announced an evolution of its successful Accelerating the Arches strategy. Enhancements include the additions of Restaurant Development to the Company's growth pillars and an internal effort to modernize ways of working, *Accelerating the Organization*, both of which are aimed at elevating the Company's performance. The Company is currently evaluating the impact this will have on its business.

**EXHIBIT B**

**FRANCHISE AGREEMENT (TRADITIONAL)**

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**FRANCHISE AGREEMENT**

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

**McDONALD’S USA, LLC,**

a Delaware limited liability company,

(“McDonald’s”)

and

\_\_\_\_\_  
\_\_\_\_\_

(collectively “Franchisee”)

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

loss statement and the balance sheet shall, if McDonald's shall request certification, be certified by a certified public accountant. Franchisee shall at Franchisee's expense cause Franchisee's public accountant and certified public accountant, if any, to consult with McDonald's concerning such statement and balance sheet. The original of each such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **INTENTIONALLY DELETED.**

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

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

(b) **Assignment to Franchisee's Corporation.** Upon Franchisee's compliance with such requirements as may from time to time be prescribed by McDonald's, including a Stockholders Agreement in the form prescribed by McDonald's, McDonald's shall consent to an assignment to a corporation whose shares are

wholly owned and controlled by Franchisee. The corporate name of the corporation shall not include any of the names or trademarks granted by this Franchise. Any subsequent assignment or transfer, either voluntarily or by operation of law, of all or any part of said shares shall be made in compliance with the terms and conditions set forth in paragraphs 15(a) and 15(d) herein.

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

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

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

16. ***Franchisee Not an Agent of McDonald's.*** Franchisee shall have no authority, express or implied, to act as agent of McDonald's or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business, including any personal property, equipment, fixtures, or real property connected therewith, and for all



claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant. Further, Franchisee and McDonald's are not and do not intend to be partners, associates, or joint employers in any way and McDonald's shall not be construed to be jointly liable for any acts or omissions of Franchisee under any circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effect of Termination.**

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

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

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

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

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

22. ***Notices.*** Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at **110 N. CARPENTER STREET, CHICAGO, ILLINOIS 60607**. Either party, by a similar written notice, may change the address to which notices shall be sent.

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

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

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

26. ***Scope and Modification of Franchise.*** This Franchise (including Exhibit A and any riders hereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties. Nothing in this Franchise or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee. No interpretation, change, termination, or waiver of any of the provisions hereof shall be binding upon McDonald's unless in writing signed by an officer or franchising director of McDonald's, and which is specifically identified as

an amendment hereto. No modification, waiver, termination, rescission, discharge, or cancellation of this Franchise shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge, or cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

**McDONALD'S USA, LLC**

**Franchisee**

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

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

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

**Maryland** The following Rider is attached to the Franchise Agreement:

This Rider is made and entered into as of \_\_\_\_\_, 2023 (this “Agreement”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”) and McDonald’s USA, LLC, a Delaware limited liability company (“McDonald’s”).

1. Background. McDonald’s and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 2023. This Rider is annexed to and forms part of the Franchise Agreement because (a) Franchisee is a resident of Maryland, or (b) the Restaurant will be located or operated in Maryland.

2. Governing Laws. The following sentence is added to the end of Section 27:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Acknowledgment. The following language is added to the end of Section 28 of the Franchise Agreement:

Such acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the Franchise 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 McDonald’s, or other person acting on behalf of McDonald’s. This provision supersedes any other term of any document executed in connection with this Franchise.

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

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

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

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

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

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

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

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

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, might not be enforceable; however, McDonald’s and Franchisee agree to enforce them to the maximum extent the law allows.”

**For California, Hawaii, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin, the following Rider is attached to the Franchise Agreement:**

This Rider is made and entered into as of \_\_\_\_\_, 2023 (this “Agreement”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”) and McDonald’s USA, LLC, a Delaware limited liability company (“McDonald’s”).

1. Background. McDonald’s and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 2023. This Rider is annexed to and forms part of the Franchise Agreement.
2. Acknowledgment. The following language is added to the end of Section 28 of the Franchise Agreement: No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the Franchise 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 McDonald’s, or other person acting on behalf of McDonald’s. This provision supersedes any other term of any document executed in connection with this Franchise.



**EXHIBIT C**

**FRANCHISE AGREEMENT (SATELLITE)**

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**FRANCHISE AGREEMENT**

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

**McDONALD’S USA, LLC,**

a Delaware limited liability company,

(“McDonald’s”)

and

\_\_\_\_\_  
\_\_\_\_\_

(collectively “Franchisee”)

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) to occupy the Restaurant as provided herein.

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

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

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

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

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

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

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

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

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

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

(b) **Method of Payment.** Franchisee shall at all times participate in the McDonald's automatic debit/credit transfer program as specified by McDonald's from time to time for the payment of all amounts due

McDonald's pursuant to this Franchise. Franchisee shall execute and deliver to McDonald's such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

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

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

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

loss statement and the balance sheet shall, if McDonald's shall request certification, be certified by a certified public accountant. Franchisee shall at Franchisee's expense cause Franchisee's public accountant and certified public accountant, if any, to consult with McDonald's concerning such statement and balance sheet. The original of each such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **INTENTIONALLY DELETED.**

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

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

(b) **Assignment to Franchisee's Corporation.** Upon Franchisee's compliance with such requirements as may from time to time be prescribed by McDonald's, including a Stockholders Agreement in the form prescribed by McDonald's, McDonald's shall consent to an assignment to a corporation whose shares are



wholly owned and controlled by Franchisee. The corporate name of the corporation shall not include any of the names or trademarks granted by this Franchise. Any subsequent assignment or transfer, either voluntarily or by operation of law, of all or any part of said shares shall be made in compliance with the terms and conditions set forth in paragraphs 15(a) and 15(d) herein.

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

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

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

16. ***Franchisee Not an Agent of McDonald's.*** Franchisee shall have no authority, express or implied, to act as agent of McDonald's or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business, including any personal property, equipment, fixtures, or real property connected therewith, and for all

claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant. Further, Franchisee and McDonald's are not and do not intend to be partners, associates, or joint employers in any way and McDonald's shall not be construed to be jointly liable for any acts or omissions of Franchisee under any circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effect of Termination.**

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

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

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

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

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

22. ***Notices.*** Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at **110 N. CARPENTER STREET, CHICAGO, ILLINOIS 60607**. Either party, by a similar written notice, may change the address to which notices shall be sent.

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

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

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

26. ***Scope and Modification of Franchise.*** This Franchise (including Exhibit A and any riders hereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties. Nothing in this Franchise or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee. No interpretation, change, termination, or waiver of any of the provisions hereof shall be binding upon McDonald's unless in writing signed by an officer or franchising director of McDonald's, and which is specifically identified as

an amendment hereto. No modification, waiver, termination, rescission, discharge, or cancellation of this Franchise shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge, or cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

**McDONALD'S USA, LLC**

**Franchisee**

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

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

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

**Maryland** The following Rider is attached to the Franchise Agreement:

This Rider is made and entered into as of \_\_\_\_\_, 2023 (this “Agreement”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”) and McDonald’s USA, LLC, a Delaware limited liability company (“McDonald’s”).

1. Background. McDonald’s and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 2023 that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of Maryland, or (b) the Restaurant will be located or operated in Maryland.
2. Governing Laws. The following sentence is added to the end of Section 27:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Acknowledgment. The following language is added to the end of Section 28 of the Franchise Agreement:

Such acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the Franchise 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 McDonald’s, or other person acting on behalf of McDonald’s. This provision supersedes any other term of any document executed in connection with this Franchise.

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

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

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

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



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

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

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

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

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, might not be enforceable; however, McDonald’s and Franchisee agree to enforce them to the maximum extent the law allows.”

**For California, Hawaii, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin, the following Rider is attached to the Franchise Agreement:**

This Rider is made and entered into as of \_\_\_\_\_, 2023 (this “Agreement”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”) and McDonald’s USA, LLC, a Delaware limited liability company (“McDonald’s”).

1. **Background.** McDonald’s and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 2023 that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement.
2. **Acknowledgment.** The following language is added to the end of Section 28 of the Franchise Agreement: No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the Franchise 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 McDonald’s, or other person acting on behalf of McDonald’s. This provision supersedes any other term of any document executed in connection with this Franchise.

**EXHIBIT D**

**FRANCHISE AGREEMENT (WALMART)**

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**FRANCHISE AGREEMENT**

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

**McDONALD’S USA, LLC,**

a Delaware limited liability company,

(“McDonald’s”)

and

\_\_\_\_\_  
\_\_\_\_\_

(collectively “Franchisee”)

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

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

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

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

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

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

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

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

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

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

2. **Franchise Grant and Term.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

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

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

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

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

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

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

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

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

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

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

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

(a) Operate the Restaurant in a clean, wholesome manner in compliance with prescribed standards of Quality, Service, and Cleanliness; comply with all business policies, practices, and procedures imposed

by McDonald's; serve at the Restaurant only those food and beverage products now or hereafter designated by McDonald's; and maintain the building, fixtures, equipment, signage, seating and decor, and parking area in a good, clean, wholesome condition and repair, and well lighted and in compliance with designated standards as may be prescribed from time to time by McDonald's;

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

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

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

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

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

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

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

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

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

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



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

14. **INTENTIONALLY DELETED.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Any default under the Master Lease by the Franchisee.

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

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

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

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

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

(d) Upon termination or expiration of this Franchise, Franchisee shall: (i) forthwith return to McDonald's the business manuals furnished to Franchisee, together with all other material containing trade secrets, operating instructions, or business practices; (ii) discontinue the use of the McDonald's System and its associated

trade names, service marks, and trademarks or the use of any and all signs and printed goods bearing such names and marks, or any reference to them; (iii) not disclose, reveal, or publish all or any portion of the McDonald's System; and (iv) not thereafter use any trade name, service mark, or trademark similar to or likely to be confused with any trade name, service mark, or trademark used at any time in the McDonald's System.

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

22. ***Notices.*** Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at **110 N. CARPENTER STREET, CHICAGO, ILLINOIS 60607**. Either party, by a similar written notice, may change the address to which notices shall be sent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**McDONALD'S USA, LLC**

**Franchisee**

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

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date



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

**Maryland** The following Rider is attached to the Franchise Agreement:

This Rider is made and entered into as of \_\_\_\_\_, 2023 (this “Agreement”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”) and McDonald’s USA, LLC, a Delaware limited liability company (“McDonald’s”).

1. Background. McDonald’s and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 2023 that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of Maryland, or (b) the Restaurant will be located or operated in Maryland.

2. Governing Laws. The following sentence is added to the end of Section 27:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Acknowledgment. The following language is added to the end of Section 28 of the Franchise Agreement:

Such acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the Franchise 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 McDonald’s, or other person acting on behalf of McDonald’s. This provision supersedes any other term of any document executed in connection with this Franchise.

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

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

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

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

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

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

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

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

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, might not be enforceable; however, McDonald’s and Franchisee agree to enforce them to the maximum extent the law allows.”

**For California, Hawaii, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin, the following Rider is attached to the Franchise Agreement:**

This Rider is made and entered into as of \_\_\_\_\_, 2023 (this “Agreement”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”) and McDonald’s USA, LLC, a Delaware limited liability company (“McDonald’s”).

1. Background. McDonald’s and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 2023 that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement.
2. Acknowledgment. The following language is added to the end of Section 28 of the Franchise Agreement: No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the Franchise 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 McDonald’s, or other person acting on behalf of McDonald’s. This provision supersedes any other term of any document executed in connection with this Franchise.

## EXHIBIT E

### NEW RESTAURANT RIDER

[CITY, STATE]

[Address]

L/C: \_\_\_\_\_

File #: \_\_\_\_\_

#### New Restaurant Rider

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

1. Franchisee represents and warrants that all of the financial terms relating to Franchisee’s acquisition of the Restaurant have been disclosed in writing to McDonald’s and that McDonald’s grant of the Franchise to Franchisee is based on its evaluation of these financial terms. Franchisee agrees that the failure to disclose all financial terms to McDonald’s will constitute a material breach of the Franchise pursuant, among other provisions, to paragraph 18(n) of the Franchise, thereby entitling McDonald’s to all rights and remedies under the Franchise including, but not limited to, the right to terminate the Franchise.

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

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

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

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

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

5. Franchisee and McDonald’s agree that Improvements attributable to Franchisee’s share of total Improvement Costs will be treated for income tax purposes as lessee improvements; that Franchisee will be entitled to any cost recovery, depreciation, or amortization deductions available under

applicable income tax laws for Improvements; and that McDonald's will not claim any cost recovery, depreciation, or amortization deductions with respect to Improvements. Franchisee and McDonald's agree that Improvements attributable to McDonald's share of total Improvement Costs will be treated for income tax purposes as owned by McDonald's; that McDonald's will be entitled to any cost recovery, depreciation, or amortization deductions available under applicable income tax laws for Improvements; and that Franchisee will not claim any cost recovery, depreciation, or amortization deductions with respect to Improvements. Franchisee and McDonald's further agree that any Franchisee's share of total Improvement Costs is not intended to be, and will not be treated as, in whole or in part, a substitute for rent. Neither Franchisee nor McDonald's will take any position on any tax return or in any tax proceeding that is inconsistent with the tax treatment provided in this paragraph.

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

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

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

6. In connection with Franchisee's payment of a share of the Improvement Costs, Section 3.07 is hereby added to the Lease:

3.07 **Allocations of Rent.** Each payment of Basic Rent payable hereunder on a monthly basis shall be allocated to and accrue during the calendar month in which such Basic Rent payment is due (*i.e.*, the commencement date, in the case of the first payment, and thereafter the first day of each month). Each payment of Percentage Rent payable hereunder shall be allocated to and accrue during the same period as the Gross Sales period used to compute the amount of such Percentage Rent. Payments of rent with respect to real estate taxes, assessments, other expenses and other charges shall be allocated to and accrue during the periods to which such real estate taxes, assessments, other expenses and other charges relate. Any other rent paid or deemed paid to Landlord and not otherwise appropriately attributable to a specific period shall be allocated to and accrue during the period beginning on the date of such payment or deemed payment and ending at the scheduled termination date of the term of this Lease.

**[Additional paragraph to be used for Oil sites.]**

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

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

[Schedule to be used for Oil sites.]

SCHEDULE A

Pollution Coverage (rev. 6/22)

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

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

All Oil Alliance sites are covered under this policy.

A brief summary of the coverage follows:

Insurance Company:	Beazley Furlonge Ltd
Policy Period:	6/1/22-6/1/23 (renewed annually)
Limit of Liability:	\$10,000,000 each loss
Policy Aggregate Limit:	\$10,000,000
Deductible:	\$50,000 per occurrence
Annual Premium:	\$225.50 per location (includes taxes)*

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

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

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

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

Below is an example of how the premium will be drafted based on a June 15th open date and a \$225.50 annual premium:

<u>Month</u>	<u>Amount Due</u>	<u>Amount Drafted on 3rd Workday</u>
June	\$0	\$0
July	\$18.79	\$0
August	\$18.79	\$37.58
September	\$18.79	\$18.79

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

Additional details of the coverage can be secured by contacting the McDonald's Insurance Department at 630-623-6594. For questions on the premium collection procedures, contact a Home Office Representative at 630-623-5319.

**EXHIBIT F**

**BFL RIDER**

[CITY, STATE]

[Address]

L/C: \_\_\_\_\_

File #: \_\_\_\_\_

BFL Rider

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

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

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

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

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

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

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

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

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

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

**[Additional paragraph to be used for Oil sites.]**

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

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

**[Schedule to be used for Oil sites.]**

SCHEDULE A

Pollution Coverage (rev. 6/22)

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

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

All Oil Alliance sites are covered under this policy.

A brief summary of the coverage follows:

Insurance Company:	Beazley Furlonge Ltd
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Deductible:	\$50,000 per occurrence
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Owner/operator will be drafted one twelfth of the premium per month except for the first three months of operation. During the first three months of operation, the following will occur:

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

Additional details of the coverage can be secured by contacting the McDonald's Insurance Department at 630-623-6594. For questions on the premium collection procedures, contact a Home Office Representative at 630-623-5319.



**EXHIBIT G**

**OPERATOR'S LEASE**

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File: \_\_\_\_\_

**EXHIBIT A TO FRANCHISE AGREEMENT**

**OPERATOR'S LEASE**

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## OPERATOR'S LEASE

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

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

### ARTICLE 1 SUMMARY OF FUNDAMENTAL LEASE PROVISIONS

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

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

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

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

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

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

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

### ARTICLE 2 PREMISES AND TERM

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

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

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

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

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

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

**2.07 Acceptance of Premises:** By taking possession of the Premises, Tenant acknowledges that Tenant has inspected the Premises and the improvements thereon and found them to be in a safe, satisfactory, and completed condition, ready for occupancy and the installation of trade fixtures, equipment and signage. All warranties as to the condition of the Premises or its fitness for use, either expressed or implied, are expressly waived by Tenant. Tenant may, however, receive certain warranties and guarantees, by separate agreement, from McDonald's USA, LLC or one of its subsidiaries; but those warranties will be personal covenants, only, and will not be binding upon the successors and assigns of Landlord.

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

### **ARTICLE 3 RENT, TAXES, RECORDS AND REPORTS**

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

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

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

**C. Definition of "Gross Sales":** For the purposes of this Lease, the term "Gross Sales" will mean all receipts (cash, cash equivalent, credit or redeemed gift certificates) or revenue from sales by Tenant, and of all others, from all business conducted upon or from the Premises, whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise,

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

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

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

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

(c) **Personal Property Taxes:** Tenant agrees to pay all personal property taxes levied upon the fixtures, equipment and other improvements located on the Premises whether installed and paid for by Tenant or Landlord. The personal property taxes for the first and last year of the term of this Lease will be prorated in the same manner as the real estate taxes and assessments.

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

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

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

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

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

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

3.03 **Reports:** By 11:00 a.m. Central Standard Time of the first business day of each month, Tenant will deliver to Landlord, in the manner specified by Landlord from time to time, a statement by Tenant or Tenant's authorized representative, reflecting Gross Sales during the preceding month. Tenant will pay to Landlord on or before ten (10) days after the end of each calendar month during this Lease all sums due based upon Gross Sales as shown in the statement for the period covered by the statement. Within thirty (30) days following the expiration of each calendar year of the term of this Lease, Tenant will deliver to Landlord at the place last fixed for the payment

of rent, a statement of Gross Sales for the preceding calendar year (certified, at Tenant's expense, if requested by Landlord, by a Certified Public Accountant of good standing and reputation in the state in which the Premises are located) which will show Gross Sales separately for each monthly period during the preceding year.

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

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

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

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

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

#### **ARTICLE 4 OBLIGATIONS OF TENANT**

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

4.02 **Maintenance and Repair:** Tenant will, at its expense, (a) keep the entire Premises, all improvements, utility lines and Tenant's or Landlord's fixtures and equipment at all times in good repair, order or condition; (b) replace all broken, damaged or missing personal property, fixtures or equipment; and (c) at the expiration of the term of this Lease, whether by lapse of time or otherwise, surrender the Premises in good repair, order and condition, ordinary wear and tear



excepted, and loss by fire and other casualty excepted to the extent that provision for such exception may elsewhere be made in this Lease. Upon request of Landlord, Tenant will remove all signs and other identifying features from the Premises. Tenant's obligation to make repairs to the Premises will include all repairs, whether ordinary or extraordinary, including structural repairs to the foundation, floors, walls and roof.

**4.03 Alterations:** Tenant shall not make any change in, alteration of, or addition to any part of the Premises, or remove any of the buildings or building fixtures without, in each instance, obtaining the prior written consent of Landlord and complying with all governmental rules, ordinances and regulations.

**4.04 Surety:** Before commencement of any construction or installation of any structure, fixture, equipment or other improvement on the Premises, or of any repairs, alterations, additions, replacement or restoration in, on or about the Premises, Tenant will give Landlord written notice specifying the nature and location of the intended work and the expected date of commencement. Tenant will deposit with Landlord, if requested by Landlord, a certificate or other evidence satisfactory to Landlord that Tenant has obtained a bond or that Tenant's building contractor, if any, has furnished a bond in favor of Landlord, with a surety approved by Landlord, guaranteeing the performance and completion of all work free and clear of all liens arising from such work. Landlord reserves the right to withhold its approval of any proposed construction, improvement, repair, alteration or replacement and, without limiting the generality of the foregoing, may require as a condition of its approval that it be permitted to review and approve any contract entered into by Tenant regarding such notices as may be necessary to protect Landlord against liability for liens and claims.

**4.05 Liens Against Property:** Nothing in this Lease will authorize Tenant to do any act which will in any way encumber the title of Landlord to the Premises. The interest or estate of Landlord or the fee owner in the Premises, if Landlord is not the fee owner, will not in any way be subject to any claim by lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Tenant will not permit the Premises to become subject to any mechanics', laborers' or materialsmen's lien for labor or material furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of, Tenant.

If any lien is filed against the Premises or Tenant's interest in this Lease, at Landlord's option, Tenant will either pay the amount of the lien in full or will, upon demand of Landlord, provide and pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount deemed sufficient by Landlord, insuring the interest of Landlord and any mortgagee from any loss by reason of the filing of such lien. Tenant will immediately pursue in good faith its legal remedies to remove a lien on the Premises.

**4.06 Assignment by Tenant:** Tenant will not allow or permit any transfer of this Lease or any interest in this Lease by operation of law, or assign, convey, mortgage, pledge or encumber this Lease or any interest in this Lease, or permit the use or occupancy of the Premises or any part thereof without, in each case, obtaining Landlord's prior written consent. No assignment (with or without Landlord's consent) will release Tenant from any of its obligations in this Lease. Notwithstanding the foregoing, Landlord shall consent to an assignment by Tenant of his rights and interest in this Lease if the Tenant complies with the terms and conditions of the Franchise Agreement pertaining to the assignment of the Franchise Agreement.

4.07 **Franchise Agreement:** Tenant will comply with and perform all covenants contained in the Franchise Agreement. Tenant's breach of any of the terms and covenants of the Franchise Agreement will also constitute a breach of this Lease. Termination, expiration, default or revocation of the Franchise Agreement for any reason, either in whole or in part, will also terminate this Lease, without further notice being required.

## **ARTICLE 5 FIXTURES AND EQUIPMENT**

5.01 **Fixtures:** All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all other articles of property which, at the date Tenant takes possession of the Premises, are the property of Landlord or of the fee owner of the Premises are and will remain a part of the real estate and be considered to be leased in this Lease. Any additions, alterations or remodeling of improvements made to the Premises will immediately become the property of Landlord and will not be removed by Tenant at the termination of this Lease by lapse of time or otherwise.

5.02 **Removal of Tenant's Property:** At or prior to the termination of this Lease, whether by lapse of time or otherwise, Tenant will, subject to any rights of Landlord under the Franchise Agreement, remove all of its personal property and trade fixtures from the Premises and will repair any damage to the Premises which may have been caused by such removal.

## **ARTICLE 6 INSURANCE AND DAMAGE TO PROPERTY**

6.01 **Liability Insurance:** Tenant will pay for and maintain during the entire term of this Lease the following insurance:

A. Worker's Compensation Insurance prescribed by law in the state in which the Premises are located and Employer's Liability Insurance with \$100,000/\$500,000/\$100,000 minimum limit. If the state in which the Premises are located allows the option of carrying no Worker's Compensation, and Tenant chooses to exercise that option, Tenant shall nonetheless carry and maintain other insurance with coverage and limits as approved by the Landlord.

B. Commercial General Liability Insurance in a form approved by Landlord, on an occurrence basis, with limits as described in Article 1.04.

C. Fire Legal Liability Insurance with minimum limits of \$500,000 per occurrence.

6.02 **Rental Insurance:** Tenant will maintain and keep in force rental insurance in an amount equal to not less than the total of one (1) year's Basic Rent and Pass Thru Rent, if applicable, as specified in Article 1.02 of this Lease.

6.03 **Property Insurance:** Tenant will maintain and keep in force, all risk insurance, including flood, earthquake and earth movement coverage, upon the Premises, fixtures, operational equipment, signs, furnishings, decor, plate glass and supplies, in a full replacement cost form obligating the insurer to pay the full cost of repair or replacement. It is intended that neither Landlord nor Tenant will be a co-insurer, and to that end, if the insurance proceeds are not adequate to rebuild the building or other improvements located on the Premises, Tenant will be obligated for the difference between the proceeds obtained and the actual cost of the restoration of the Premises, fixtures, operational equipment, signs, furnishings, decor, plate glass and supplies.

**6.04 Placement and Policies of Insurance:** All insurance policies required to be carried in this Lease will name Landlord and any party designated by Landlord as additional insured. All policies will be effective on or prior to the date Tenant is given possession of the Premises for the purpose of installing equipment, and evidence of payment of Premiums and duplicate copies of policies of the insurance required in this Lease will be delivered to Landlord at least thirty (30) days prior to the date that Tenant opens for business or thirty (30) days prior to the expiration dates of an existing policy of insurance. All policies of insurance will include as an additional insured any mortgagee, as its interest may appear, and will include provisions prohibiting cancellations or material changes to the policy until thirty (30) days prior written notice has been given to Landlord.

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

All insurance will be placed with a reputable insurance company licensed to do business in the state in which the Premises are located and having a financial size category equal to or greater than IX and a policyholders rating of "A +" or "A", as assigned by Alfred M. Best and Company, Inc., unless otherwise approved by Landlord. Tenant further agrees to increase the various insurance coverages specified above from time to time upon the written request of Landlord to meet changing economic conditions and requirements imposed upon Landlord under the Landlord's Head Lease (if applicable) and loan agreements, if any.

**6.05 Repair and Replacement of Buildings:** If the building on the Premises is damaged by fire or any other casualty, Landlord will, within a reasonable time from the date of the damage or destruction, repair or replace the building so that Tenant may continue in occupancy. Landlord's obligation to rebuild or restore the Premises will, however, be only to the extent of insurance proceeds recovered. Basic Rent and any Pass Thru Rent required to be paid in this Lease will not abate during the period of untenantability. If the building cannot be replaced or repaired within a reasonable time due to the inability of Landlord to obtain materials and labor, or because of strikes, acts of God or governmental restrictions that would prohibit, limit or delay the construction, then the time for completion of the repair or replacement will be extended accordingly. However, in any event, if the repair or replacement of the building has not been commenced within a period of one (1) year from the date of the damage or destruction, Tenant or Landlord may, at their option, terminate this Lease. If any damage or destruction occurs during the last five (5) years of the term of this Lease to the extent of fifty percent (50%) or more of the insurable value of the building, Landlord may, by notice to Tenant within forty (40) days after the occurrence of the damage or destruction, in lieu of repairing or replacing the building, elect to terminate this Lease as of the date of the damage or destruction. Tenant hereby expressly waives and releases any and all claims against Landlord for damages in case of Landlord's failure to rebuild or restore the building in accordance with the provisions of this Article. Tenant's sole remedy for any such failure will be to elect to terminate this Lease as of the date of occurrence of the damage or destruction. If the building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of the all risk coverage insurance applicable to the building and other permanent improvements will be paid and given to Landlord. Tenant agrees to execute and deliver any release or other document Landlord may request to obtain the release or control of the proceeds.

If Landlord repairs and restores the Premises, as required above, Tenant agrees to promptly repair, replace, restore or rebuild Tenant's leasehold improvements, equipment and furnishings ("Tenant's Improvements") in accordance with the current standards and specifications for McDonald's Restaurants upon notice from Landlord that the Premises are ready for Tenant's Improvements. Tenant agrees to submit for Landlord's approval, all plans and specifications for Tenant's Improvements to Landlord within thirty (30) days after Landlord delivers its plans and specifications for the restored Premises to Tenant.

## **ARTICLE 7 RIGHTS OF LANDLORD**

**7.01 Inspection by Landlord:** Landlord or any authorized representative of Landlord may enter the Premises at all times during reasonable business hours for the purpose of inspecting the Premises.

**7.02 Indemnity for Litigation:** If Landlord becomes subject to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of any act occurring on the Premises, or by reason of an omission with respect to the business or operation of the McDonald's Restaurant, Tenant will indemnify and hold Landlord harmless against all judgments, settlements, penalties, and expenses, including reasonable attorney's fees, court costs and other expenses of litigation or administrative proceeding incurred by or imposed on Landlord in connection with the investigation or defense relating to such claim or litigation or administrative proceeding. At the election of Landlord, Tenant will also defend Landlord.

Tenant will pay all costs and expenses, including reasonable attorney's fees, which may be incurred by Landlord in enforcing any of the covenants and agreements of this Lease. All such costs, expenses and attorney's fees will, if paid by Landlord, together with interest, be additional rent due on the next rent date after such payment or payments.

**7.03 Waiver of Claims:** Landlord and Landlord's agents and employees will not be liable for, and Tenant waives claims for, damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the building of which they are a part, including, but not limited to, claims for damage resulting from: (a) equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep the building or the Premises in repair; (c) injury done or occasioned by wind, water or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Premises; (h) the escape of steam or hot water (it being agreed that all the foregoing are under the control of Tenant); (i) water being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building of the Premises or otherwise; (j) the falling of any fixture, plaster or stucco; (k) interruption of service of any utility.

**7.04 Re-entry Upon Default:** If (a) Tenant defaults in the payment of any installment of Basic Rent, Pass Thru Rent or Percentage Rent or any additional sum due in this Lease; (b) Tenant defaults in any of the covenants, agreements, conditions or undertakings to be performed by Tenant other than the payment of rent (Basic Rent, Pass Thru Rent, Percentage Rent or additional charges) and such default continues for ten (10) days after notice in writing to Tenant; (c) Tenant defaults in any of the terms of the Franchise Agreement or if the Franchise Agreement should terminate, whether by lapse of time or otherwise; (d) proceedings in bankruptcy or for liquidation, reorganization or rearrangement of Tenant's affairs are instituted by or against Tenant; (e) a

receiver or trustee is appointed for all or substantially all of Tenant's business or assets on the grounds of Tenant's insolvency; (f) a trustee is appointed for Tenant after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States; (g) Tenant makes an assignment for the benefit of its creditors; or (h) Tenant vacates or abandons the Premises, then in any of the above events, Landlord, at its election, may declare the term of this Lease ended and, either with or without process of law, re-enter, expel, remove and put out Tenant and all persons occupying the Premises under Tenant, using such force as may be necessary in so doing, and repossess and enjoy the Premises. Such re-entry and repossession will not work a forfeiture of the rents to be paid or terminate the covenants to be performed by Tenant during the full term of this Lease.

Upon the expiration of the term of this Lease by reason of any of the events described above, or in the event of the termination of this Lease or right to possession by summary dispossession proceedings or under any provision of law now or at any time in force, whether with or without legal proceedings, Landlord may, at its option, relet the Premises or any part for the account of Tenant and collect the rents therefor, applying them first to the payment of expenses Landlord may have in recovering possession of the Premises, including legal expenses and attorney's fees, and for putting the Premises into good order or condition or preparing or altering the same for re-rental, expenses, commissions and charges paid, assumed or incurred by Landlord in reletting the Premises, and then to the fulfillment of the covenants of Tenant in this Lease. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any case and whether or not the Premises or any part thereof is relet, Tenant will pay to Landlord the Basic Rent, Pass Thru Rent, if applicable, Percentage Rent, any additional charges, and all other charges required to be paid by Tenant up to the time of termination of this Lease, or of recovery of possession of the Premises by Landlord, as the case may be. Thereafter, Tenant covenants and agrees, if required by Landlord, to pay to Landlord, until the end of the term of this Lease, the equivalent of the amount of all the Basic Rent and Pass Thru Rent, if applicable, reserved in this Lease, Percentage Rent, and all other charges required to be paid by Tenant, less the net income of reletting, if any. These payments will be due and payable by Tenant to Landlord on the rent days above specified. In any of the circumstances described above, Landlord will have the election to recover against Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, or of such recovery of possession of the Premises by Landlord, represents the then present worth of the excess, if any, of the aggregate of the Basic Rent, Pass Thru Rent, if applicable, Percentage Rent, and all other charges payable by Tenant in this Lease that would have accrued for the balance of the term over the aggregate rental value of the Premises for the balance of the term. Percentage Rent for purposes of this Article shall be deemed to mean the Percentage Rent which Landlord can show could be generated from the Premises but in no event less than the greatest amount of Percentage Rent paid by Tenant during any year. Nothing in this Lease contained will limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any statute or rule of law which may govern the proceeding in which such damages are to be proved.

**7.05 Holding Over:** Tenant will not hold over beyond the expiration or sooner termination of the term of this Lease. If Tenant does hold over, it will give rise to a tenancy at the sufferance of Landlord upon the same conditions as are provided for in this Lease with a monthly rental for the period of such holding over which is double the Basic Rent, Pass Thru Rent, if applicable, and Percentage Rent last paid by Tenant during the term of this Lease, and interest thereon, as liquidated damages, and not as a penalty. Landlord's acceptance of any rent after holding over begins does not renew this Lease. This provision does not waive Landlord's rights of re-entry or

any other right in this Lease resulting from Tenant's breach of the covenant not to hold over or any other breach in this Lease.

**7.06 Remedies Cumulative:** The remedies in this Lease granted to Landlord will not be exclusive or mutually exclusive, and Landlord will have such other remedies against Tenant as may be permitted in law or in equity at any time. Any exercise of a right of termination by Landlord will not be construed to eliminate any right of Landlord to damages on account of any default of Tenant.

**7.07 Waiver:** No delay or omission of Landlord to exercise any right or power arising from any default will impair any such right or power or will be construed to be a waiver of any such default or an acquiescence under this Lease. No waiver of any breach of any of the covenants of this Lease will be held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or subsequent breach of the same covenant. The rights in this Lease given to receive, collect or sue for any rent, monies or payments or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or to exercise any right or remedy in this Lease, will not in any way affect the right or power of Landlord to declare the term ended and to terminate this Lease because of any default in or breach of any of the covenants, provisions or conditions of this Lease.

**7.08 Accord and Satisfaction:** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent in this Lease stipulated will be deemed to be other than on account of the earliest stipulated rent, nor will any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease.

**7.09 Right to Perform for Tenant:** If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord, at its option, may (but will not be required to) do the same or cause the same to be done. In addition to any and all other rights and remedies of Landlord, the cost incurred by Landlord in connection with such performance by Landlord will be an additional charge due from Tenant to Landlord, together with interest thereon at the maximum rate permitted by law in the state in which the Premises are located on the next rent date after such expenditure or, if there is no maximum rate permitted by law, at fifteen percent (15%) per annum.

**7.10 Condemnation:** If the entire Premises are condemned under eminent domain, or acquired in lieu of condemnation, for any public or quasi-public use or purpose, all rentals and taxes or other charges will be paid to that date, and Tenant will have the right to make a claim for the value of its leasehold estate. Tenant will, also, have the right to claim and recover such compensation as may be separately awarded for any and all damage to Tenant's business by reason of the condemnation and for any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, equipment and other personal property. Tenant specifically waives and releases any claim it may have, however, for the value of the building, fixtures and other improvements on the Premises whether or not installed or paid for by Tenant. Tenant further agrees to subordinate any claim it may have to Landlord's claim for the value of the improvements.

If only a part of the Premises is taken or condemned and Landlord determines that the operation of a McDonald's Restaurant on the Premises is no longer economically feasible or desirable, Landlord may at any time, either prior to or within a period of sixty (60) days after the date when possession of the Premises will be required by the condemning authority, elect to

terminate this Lease. If Landlord fails to exercise its option to terminate this Lease or will not have any such option, Landlord will (1) with reasonable promptness, make necessary repairs to and alterations of the improvements on the Premises for the purpose of restoring it to substantially the same use as that which was in effect immediately prior to such taking, to the extent that may be necessary by the condemnation; and (2) be entitled to the entire award for such partial taking. If Landlord does not elect to terminate this Lease, Tenant's Basic Rent and Pass Thru Rent, if applicable, will be reduced by a fraction, the numerator of which will be the total condemnation award or settlement and the denominator of which will be the fair market value of the Premises, prior to the taking, as determined by an independent appraiser selected by the Landlord.

**7.11 Subordination and Non-Disturbance:** This Lease and all of Tenant's rights, title and interest under the Lease will be subject, subordinated and inferior to the lien of any and all mortgages and to the rights of all parties under any sale and leaseback of the Premises and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such mortgage or mortgages or sale and leaseback which Landlord or any grantee of Landlord (collectively hereafter called "Fee Owner") has or may place upon the Premises and the improvements thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such mortgage or of the deed and lease under the sale and leaseback. This provision is intended to include the right of any grantee or Landlord under a sale and leaseback to further encumber the property with one or more mortgages, all of which are declared to be superior to the interest of Tenant in this Lease.

If a mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in such mortgage, or in the event of the default under the Lease related to a sale and leaseback of the Premises, Tenant's right of possession will not be disturbed provided (a) Tenant is not then in default under this Lease and (b) Tenant attorns to such title holder. Tenant agrees that upon a mortgage foreclosure it will attorn to any mortgagee or assignee or any purchaser at the foreclosure sale (collectively called "Purchaser") as its Landlord and in the case of a default under the terms of the lease used in a sale and leaseback, it will attorn to the Fee Owner of the Premises as its new Landlord and, in either event, this Lease will continue in full force and effect as a direct Lease between Tenant and such party under all of the terms of this Lease. If there is a foreclosure of a mortgage placed on the property by a grantee under a sale and leaseback, such attornment will be required only if, at the time of such foreclosure, the Lease used in the sale and leaseback is also in default.

The subordination of this Lease to any mortgagee of Fee Owner provided for in this Lease or to any Lease under a sale and leaseback arrangement will be automatic and self-operative, and no special instrument of subordination will be necessary. Without limiting such automatic and self-operative subordinations, however, Tenant will, on demand, at any time or times, execute, acknowledge and deliver to Fee Owner, without expense to Fee Owner, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights in this Lease to the lien of any such mortgage, or to any such lease under a sale and leaseback arrangement. If Tenant fails, at any time, to execute, acknowledge and deliver any such subordination instrument within five (5) days after receipt of the notice, in addition to any other remedies available, Landlord may execute, acknowledge and deliver the same as the attorney-in-fact on Tenant's behalf; and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

## ARTICLE 8 MISCELLANEOUS

**8.01 No Agency Created:** Tenant will have no authority, express or implied, to act as agent of Landlord or any of its affiliates for any purpose. Tenant is, and will remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Premises, including any personal property, equipment, fixtures or real property connected with them and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the McDonald's Restaurant located on the Premises.

**8.02 Recording of Lease:** Tenant will not record this Lease without the written consent of Landlord. However, upon the request of either party, the other party will join the execution of a memorandum or a so-called "short-form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease will describe the parties, the Premises and the term of this Lease and will incorporate this Lease by reference. The party requesting execution of the memorandum will bear all costs for recording it.

**8.03 Force Majeure:** Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except the payment of monies, neither party will be liable for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the parties, and in any event the time period for the performance of an obligation in this Lease will be extended for the amount of time of the delay. This Article will not apply to, or result in, an extension of the term of this Lease.

**8.04 Paragraph Headings:** Headings in this Lease are for convenience only and are not to be construed as part of this Lease and will not be construed as defining or limiting in any way the scope or intent of the provisions of this Lease.

**8.05 Invalidity of a Provision:** If any term or provision of this Lease will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected, but each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law. If any material term of this Lease is stricken or declared invalid, Landlord reserves the right to terminate this Lease at its sole option.

**8.06 Law Governing:** The terms and provisions of this Lease will be governed by the laws of the State of Illinois.

**8.07 Entire Agreement:** This Lease and the Franchise Agreement will be deemed to include the entire agreement between the parties, and it is agreed that neither Landlord nor anyone acting in its behalf has made any statement, promise or agreement or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, or extends the term of this Lease, and that no obligations of Landlord will be implied in addition to the obligations expressed in this Lease. This agreement cannot be changed orally but only by an agreement in writing signed by Landlord and Tenant. Nothing in this Lease or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Tenant.

**8.08 Parties Bound:** The terms of this Lease will extend to and be binding upon the administrators, executors, heirs, assigns and successors of the parties, subject to the terms of Article 4.06.



**8.09 Notices or Demands:** All notices to or demands upon Landlord or Tenant given under any of the provisions of this Lease will be in writing. Any notices or demands from Landlord to Tenant will be deemed to have been duly and sufficiently given if a copy has been delivered personally or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant at the address of the Premises. Any notices or demands from Tenant to Landlord will be deemed to have been duly and sufficiently given if mailed by registered or certified mail in an envelope properly stamped and addressed to Landlord at 110 N. Carpenter Street, Chicago, Illinois 60607, Attention: Director, U.S. Legal Department. Mailed notices shall be deemed received three (3) business days after being deposited in the U.S. Mail. Either party, by notice, may change the address to which notice will be sent, but all notices mailed to Tenant at the address of the restaurant on the Premises will be deemed sufficient.

**To indicate their consent** to this Operator's Lease the parties, or their authorized representatives or officers, have signed this document.

**TENANT:**

**LANDLORD: McDONALD'S USA, LLC**

\_\_\_\_\_

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

Date Signed: \_\_\_\_\_

Location Code: \_\_\_\_\_

Prepared by: \_\_\_\_\_

**Addition to Schedule A if there is excess property:**

[CITY, STATE]

[Address]

L/C: \_\_\_\_\_

File #: \_\_\_\_\_

**EXCESS PROPERTY ADDENDUM**

1. Landlord and Tenant acknowledge that the Premises includes excess property which will not be used in the operation of the McDonald's Restaurant developed on the Premises. The excess property is included in the legal description described on Schedule A of this Lease.
2. If the Landlord, in its sole discretion, is able to sell or lease the excess property during the term of this Lease, Tenant agrees to amend this Lease to accomplish the following:
  - A. The Premises shall be amended to delete the excess property so that it will no longer be leased to Tenant.
  - B. The Premises will be made subject and subordinate to easements that may be needed for access, utilities, drainage, signs or any other necessary use to properly or conveniently develop the excess property. Landlord agrees that no such easements or reservations shall unreasonably interfere with the continuing operation of the McDonald's Restaurant, and all costs, expenses and liabilities associated with the easements or any other use of the Premises shall be assumed by the Landlord.
3. Notwithstanding the deletion of the excess property from the Premises, the Tenant's rent shall remain as stated in this Lease and shall not be reduced. However, Tenant shall be reimbursed by Landlord for an amount equal to approximately all of Tenant's costs for real estate taxes, insurance and maintenance of the excess property up to an amount not to exceed the Landlord's gain on any sale or disposition of the excess property. The gain or loss on the disposition of the excess property shall be determined by subtracting the net book value of the excess property from the net proceeds of the Landlord's sale or other disposition of the excess property. If the excess property is leased by Landlord, the gain or loss shall be determined by subtracting the net present value of the rental payments to be received by Landlord from the net present value of all of Landlord's rental payments or Landlord's net book value associated with the excess property.
4. If the excess property is developed in such a manner as to provide for common access, parking, utilities or other easements that benefit both the Premises and the excess property, Tenant agrees to pay a pro rata share of the cost of maintaining and repairing such common access, parking, utilities or other easements as set forth in the written agreements.
5. The effective date of the above-described amendment shall be the date of closing of the sale of the excess property, if sold, or the date the rent commences, if it is leased.

STORE:

SITE :  
 FILE :  
 SEQ :  
 REGION :

RE: INITIAL PROJECTED

RENT TERMS

COMMENCEMENT DATE EXPIRATION DATE	MONTHLY BASIC RENT	PERCENT RENT	MONTHLY BASE SALES	PASS THRU RENT #	ADDL PROP RENT #	REACQUISITION/ RENEGOTIATION RENT #
--------------------------------------	--------------------------	-----------------	--------------------------	---------------------	---------------------	-------------------------------------------

COMMENCEMENT OF TERM  
 REMAINDER OF TERM

# If rental amounts are shown in these columns, these amounts are to be paid monthly.

SCHEDULE B

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**LANDLORD'S INTEREST ADDENDUM**  
(McDonald's USA, LLC Leased Property)

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises under the Head Lease described in Article 1.05.
2. **COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease ("Head Landlord") to terminate the Head Lease or any rights of Landlord. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including, but not limited to, payment of all charges, costs and expenses as set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of Landlord's basic monthly rental obligations under the Head Lease.
3. **TENANT'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will also name the Head Landlord as co-insured or additional insured, as the case may be.
4. **ENFORCEMENT OF LANDLORD'S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord's obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Head Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord's obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord's duties under the Head Lease; and Landlord will not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.
5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a sublease between Landlord and Tenant and not to make an assignment of the Head Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]

[Address]

L/C: \_\_\_\_\_

File #: \_\_\_\_\_

## **LANDLORD'S INTEREST ADDENDUM**

(McDonald's Corporation Leased Property)

- 1. LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises through an internal lease(s) with McDonald's Corporation and/or its affiliated companies (McDonald's Corporation and/or its affiliated companies are hereafter referred to as "McDonald's") ("McDonald's Internal Lease Documentation") as may be amended from time to time. The McDonald's Internal Lease Documentation does not increase Tenant's obligations under this Lease. The McDonald's Internal Lease Documentation requires Landlord to meet all of the obligations of the tenant under the Head Lease described in Article 1.05.
- 2. COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease, McDonald's Internal Lease Documentation and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease ("Head Landlord") to terminate the Head Lease or any rights of Landlord and/or McDonald's. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including, but not limited to, payment of all charges, costs and expenses as set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of the basic monthly rental obligations under the Head Lease.
- 3. TENANT'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord, insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Landlord or the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will, in addition to Landlord, also name the Head Landlord and McDonald's as co-insureds or additional insureds, as the case may be.
- 4. ENFORCEMENT OF LANDLORD'S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord's obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce the rights of tenant under the Head Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord's obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord's duties under the Head Lease; and neither Landlord nor McDonald's will be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the Head Lease or McDonald's Internal Lease Documentation. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]

[Address]

L/C: \_\_\_\_\_

File #: \_\_\_\_\_

### **LANDLORD'S INTEREST ADDENDUM**

(McDonald's Corporation or McRec Fee Owned Property)

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises through an internal lease(s) with McDonald's Corporation and/or its affiliated companies (McDonald's Corporation and/or its affiliated companies are hereafter referred to as "McDonald's") ("McDonald's Internal Lease Documentation") as may be amended from time to time. The McDonald's Internal Lease Documentation between McDonald's and Landlord does not increase Tenant's obligations under this Lease. Tenant acknowledges and agrees that under the terms of this Lease, Tenant will perform, comply with and discharge any and all obligations related to the Premises and its use, including, but not limited to, the payment of all charges, costs and expenses as set forth in Article 3.01 of this Lease.
2. **TENANT'S INSURANCE POLICIES AND CERTIFICATES:** All certificates and policies of insurance so required under this Lease will, in addition to Landlord, name McDonald's as an additional insured.
3. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the McDonald's Internal Lease Documentation. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**LANDLORD’S INTEREST ADDENDUM – OIL**

(Oil Partner as Head Landlord and McDonald’s USA, LLC is tenant under a Ground Lease and Operating Agreement with an oil partner)

1. **LANDLORD’S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises under the Head Lease described in Article 1.05. The Head Lease provides for the joint operation of a fuel facility, McDonald’s Restaurant and convenience store, and if provided for in the Head Lease, the operation of a car wash, at the property as defined in the Head Lease.
2. **COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease (“Head Landlord”) to terminate the Head Lease or any rights of Landlord. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including but not limited to, payment of all charges, costs and expenses set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of Landlord’s monthly basic rental obligations under the Head Lease.
3. **TENANT’S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, off-set statements, statements of sales, mechanic’s lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will also name the Head Landlord as co-insured or additional insured, as the case may be.
4. **ENFORCEMENT OF LANDLORD’S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord’s obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Head Lease. With respect to Landlord’s obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord’s obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord’s duties under the Head Lease; and Landlord will not be liable to Tenant for any damage, claim or injury resulting from Landlord’s inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.



5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the Head Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**LANDLORD’S INTEREST ADDENDUM – OIL**

(Oil Partner as Head Landlord and McDonald’s Corporation is tenant under a Ground Lease and Operating Agreement with an oil partner)

1. **LANDLORD’S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises or a portion of the Premises through an internal lease(s) with McDonald’s Corporation and/or its affiliated companies (McDonald’s Corporation and/or its affiliated companies are hereafter referred to as “McDonald’s”) (“McDonald’s Internal Lease Documentation”) as may be amended from time to time. The McDonald’s Internal Lease Documentation does not increase Tenant’s obligations under this Lease. The McDonald’s Internal Lease Documentation requires Landlord to meet all of the obligations of the tenant under the Head Lease described in Article 1.05. The Head Lease provides for the joint operation of a fuel facility, McDonald’s Restaurant and convenience store, and if provided for in the Head Lease, the operation of a car wash, at the property as defined in the Head Lease.
2. **COMPLIANCE WITH HEAD LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Head Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease, McDonald’s Internal Lease Documentation and the Head Lease, the more restrictive obligations of the Head Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the landlord under the Head Lease (“Head Landlord”) to terminate the Head Lease or any rights of Landlord and/or McDonald’s. Tenant will perform, comply with and discharge all obligations which Landlord is required to comply with and discharge under the Head Lease, including but not limited to, payment of all charges, costs and expenses set forth in Article 3.01 of this Lease. Such payments shall not, however, include payment of Landlord’s monthly basic rental obligations under the Head Lease.
3. **TENANT’S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, off-set statements, statements of sales, mechanic’s lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Landlord or the Head Landlord under the terms of the Head Lease. All certificates or policies of insurance so required will, in addition to Landlord, also name the Head Landlord and McDonald’s as co-insureds or additional insureds, as the case may be.
4. **ENFORCEMENT OF LANDLORD’S RIGHTS UNDER HEAD LEASE:** It is acknowledged that the Head Landlord may have certain obligations under the Head Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Head Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord’s obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Head Lease. With respect to Landlord’s obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord’s obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord’s duties under the Head Lease; and

neither Landlord nor McDonald's will be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Head Lease by the Head Landlord.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a subleasing agreement between Landlord and Tenant and not to make an assignment of the Head Lease or McDonald's Internal Lease Documentation. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and will determine the rights, duties and obligations of the parties.

[CITY, STATE]

[Address]

L/C: \_\_\_\_\_

File #: \_\_\_\_\_

### **CO-BRANDED DEVELOPMENT ADDENDUM**

(McDonald's entity is landlord under a Ground Lease and Operating Agreement with an oil partner)

1. **GROUND LEASE AND OPERATING AGREEMENT:** Tenant acknowledges that Landlord or McDonald's Corporation or an affiliated company of McDonald's Corporation has entered into a Ground Lease and Operating Agreement ("Agreement") with that oil partner set forth in the Agreement. The Agreement provides for the joint operation of a fuel facility, McDonald's Restaurant and convenience store, and if provided for in the Agreement, the operation of a car wash, at the property as defined in the Agreement.
2. **COMPLIANCE WITH THE AGREEMENT:** Tenant acknowledges receipt of a copy of the Agreement, will abide by its terms and agrees that Tenant is obligated to perform any and all obligations of Landlord set forth in the Agreement. Tenant further agrees that these obligations are in addition to any obligations that Tenant may have under the terms of this Lease or Franchise Agreement with Landlord. If there are any inconsistencies between the Agreement and this Lease or Franchise Agreement, the more restrictive obligations of the Agreement will prevail. If there are any inconsistencies between the Agreement and the Head Lease, if any, as described in Article 1.05, the more restrictive obligations of the Head Lease will prevail.

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**McDONALD'S INTEREST ADDENDUM**

(McDonald's USA, LLC holds interest in Master Agreement – interest is not a leasehold)

**THIS McDONALD'S INTEREST ADDENDUM** is attached to and made a part of the Operator's Lease ("Agreement") between **McDONALD'S USA, LLC**, a Delaware limited liability company ("McDonald's") and \_\_\_\_\_ (hereafter, for purposes of this Addendum, called "Grantee").

1. **McDONALD'S INTEREST IN PREMISES:** McDonald's has obtained the right to use the Premises pursuant to the \_\_\_\_\_ described in Article 1.05 ("Master Agreement").
2. **COMPLIANCE WITH THE MASTER AGREEMENT:** Grantee acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of the Master Agreement and any subsequent amendments to it. If there are any inconsistencies between this Agreement and the Master Agreement, the more restrictive obligations of the Master Agreement will prevail. Grantee will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the grantor of McDonald's interest under the Master Agreement ("Master Grantor") to terminate the Master Agreement or to prejudice or limit any rights of McDonald's under the Master Agreement. Grantee will perform, comply with and discharge all obligations which McDonald's is required to perform, comply with and discharge pursuant to the Master Agreement including, but not limited to, the payment of all charges, costs and expenses as set forth in Article 3.01 of this Agreement. Such payments shall not, however, include payment of McDonald's basic monthly fee obligation for its interest under the Master Agreement.
3. **GRANTEE'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Grantee agrees to promptly provide the insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required from time to time by McDonald's under the terms of the Master Agreement. All certificates or policies of insurance so required will name the Master Grantor as co-insured or additional insured, as the case may be.
4. **ENFORCEMENT OF McDONALD'S RIGHTS UNDER MASTER AGREEMENT:** It is acknowledged that the Master Grantor may have certain obligations under the Master Agreement to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Agreement. If these obligations exist, McDonald's agrees to make a good faith effort to obtain the timely and faithful performance of the Master Grantor's obligations, but McDonald's will not be in default or breach of any of its covenants and duties under this Agreement or be liable for any resulting loss or claim of Grantee if McDonald's is not able to enforce its rights under the Master Agreement. With respect to McDonald's obligation, if any, to repair and restore the Premises in the event of damage or destruction by fire or any other cause, McDonald's obligations are conditioned upon McDonald's obtaining the cooperation and approval of the Master Grantor, as it may be required, and the compliance of the Master Grantor with all of the Master Grantor's duties under the Master Agreement; and McDonald's will not be liable to Grantee for any damage, claim or injury resulting from McDonald's inability to repair or restore the Premises due to a default or breach of the Master Agreement by the Master Grantor.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a sub-agreement between McDonald's and Grantee and not to make an assignment of the Master Agreement. The parties further acknowledge that it is their intent that there be no merger of either McDonald's or Grantee's interest in this Agreement and the fee interest if either party acquires the fee interest in the Premises at any time after the execution of this Agreement. In such event, this Agreement will remain in full force and effect and will determine the rights, duties, and obligations of the parties. In addition, notwithstanding anything contained in this Agreement to the contrary, if McDonald's does not hold a leasehold interest in the Premises, this Agreement shall not be deemed a sublease but a sub-conveyance allowed by McDonald's rights under the Master Agreement. It is further agreed that the designation of this document as an "Operator's Lease" is merely for convenience and does not purport to transfer greater rights to Grantee than those held by McDonald's pursuant to the Master Agreement.

[CITY, STATE]  
[Address]  
L/C: \_\_\_\_\_  
File #: \_\_\_\_\_

**McDONALD'S INTEREST ADDENDUM**

(McDonald's Corporation holds interest in Master Agreement – interest is not a leasehold)

**THIS McDONALD'S INTEREST ADDENDUM** is attached to and made a part of the Operator's Lease ("Agreement") between **McDONALD'S USA, LLC**, a Delaware limited liability company ("McDonald's USA") and \_\_\_\_\_ (hereafter, for purposes of this Addendum, called "Grantee").

1. **McDONALD'S USA'S INTEREST IN PREMISES:** McDonald's USA has obtained the right to use the Premises through an internal agreement(s) with McDonald's Corporation and/or its affiliated companies (McDonald's Corporation and/or its affiliated companies are hereafter referred to as "McDonald's") ("McDonald's Internal Agreement Documentation") as may be amended from time to time. The McDonald's Internal Agreement Documentation does not increase Grantee's obligations under this Agreement. The McDonald's Internal Agreement Documentation requires McDonald's USA to meet all of the obligations of McDonald's under the Master Agreement described in Article 1.05.
2. **COMPLIANCE WITH THE MASTER AGREEMENT:** Grantee acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of the Master Agreement and any subsequent amendments to it. If there are any inconsistencies between this Agreement, McDonald's Internal Agreement Documentation and the Master Agreement, the more restrictive obligations of the Master Agreement will prevail. Grantee will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the grantor of McDonald's interest under the Master Agreement ("Master Grantor") to terminate the Master Agreement or to prejudice or limit any rights of McDonald's under the Master Agreement. Grantee will perform, comply with and discharge all obligations which McDonald's is required to perform, comply with and discharge pursuant to the Master Agreement including, but not limited to, the payment of all charges, costs and expenses as set forth in Article 3.01 of this Agreement. Such payments shall not, however, include payment of McDonald's basic monthly fee obligation for its interest under the Master Agreement.
3. **GRANTEE'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Grantee agrees to promptly provide the insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required from time to time by McDonald's USA, McDonald's or the Master Grantor under the terms of the Master Agreement. All certificates or policies of insurance so required will, in addition to McDonald's USA, also name the Master Grantor and McDonald's as co-insureds or additional insureds, as the case may be.
4. **ENFORCEMENT OF McDONALD'S RIGHTS UNDER MASTER AGREEMENT:** It is acknowledged that the Master Grantor may have certain obligations under the Master Agreement to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Agreement. If these obligations exist, McDonald's USA agrees to make a good faith effort to obtain the timely and faithful performance of the Master Grantor's obligations, but McDonald's USA will not be in default or breach of any of its covenants and duties under this Agreement or be liable for any resulting loss or claim of Grantee if McDonald's USA is not able to enforce its rights under the Master Agreement. With respect to McDonald's

USA's obligation, if any, to repair and restore the Premises in the event of damage or destruction by fire or any other cause, McDonald's USA's obligations are conditioned upon McDonald's USA's obtaining the cooperation and approval of the Master Grantor, as it may be required, and the compliance of the Master Grantor with all of the Master Grantor's duties under the Master Agreement; and neither McDonald's USA nor McDonald's will be liable to Grantee for any damage, claim or injury resulting from McDonald's USA's inability to repair or restore the Premises due to a default or breach of the Master Agreement by the Master Grantor.

5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a sub-agreement between McDonald's USA and Grantee and not to make an assignment of the Master Agreement. The parties further acknowledge that it is their intent that there be no merger of either McDonald's USA's or Grantee's interest in this Agreement and the fee interest if either party acquires the fee interest in the Premises at any time after the execution of this Agreement. In such event, this Agreement will remain in full force and effect and will determine the rights, duties, and obligations of the parties. In addition, notwithstanding anything contained in this Agreement to the contrary, if McDonald's USA does not hold a leasehold interest in the Premises, this Agreement shall not be deemed a sublease but a sub-conveyance allowed by McDonald's rights under the Master Agreement. It is further agreed that the designation of this document as an "Operator's Lease" is merely for convenience and does not purport to transfer greater rights to Grantee than those held by McDonald's pursuant to the Master Agreement.



## **OPERATOR EXTENSION OF TERM LANGUAGE**

If Landlord extends its leasehold interest or acquires the fee interest in the Premises so that the Landlord's tenure extends beyond \_\_\_\_\_, the term of this Lease shall be automatically modified for a term consistent with the Landlord's real estate interest in the Premises, but in no event beyond \_\_\_\_\_. This Lease shall also be amended to reflect any new terms and conditions in the new or extended Lease or in the acquisition documents executed by Landlord and its landlord or seller. The Basic Rent and Percentage Rent may be increased to reflect Landlord's total real estate acquisition and development costs for the Premises by applying Landlord's then current rental formula using the Percentage Rent then in effect for similar McDonald's Restaurants.

## **EARLY TERMINATION DUE TO NO ADDITIONAL REAL ESTATE TENURE**

Tenant acknowledges that Landlord is in negotiations with the party that controls the real estate interest in the Premises ("Head Landlord") to obtain additional real estate tenure for the Premises (as defined below). As of the date of this Lease, Landlord does not have real estate tenure at the Premises, but the Head Landlord has agreed to allow Landlord to occupy the Premises while negotiations continue. The Head Landlord may revoke its agreement at any time; therefore, Landlord and Tenant agree that, notwithstanding the term in this Article, Landlord may terminate this Lease upon the following: (i) negotiations with the Head Landlord cease or (ii) the Head Landlord requires Landlord to vacate the Premises. In either case, this Lease will terminate when McDonald's right to occupy the Premises terminates.

## EXHIBIT H

### ASSIGNMENT TO AN ENTITY

#### ASSIGNMENT AND CONSENT TO ASSIGNMENT

#### OF FRANCHISE TO A [CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY]

This Assignment and Consent to Assignment of Franchise to a [Corporation/Partnership/Limited Liability Company], dated \_\_\_\_\_ (“Assignment”), is between **McDonald’s USA, LLC**, a Delaware limited liability company (“McDonald’s”); \_\_\_\_\_ and \_\_\_\_\_ (collectively “Assignor”); and **[Corporation/Partnership/LLC Name]**, a \_\_\_\_\_ [corporation/partnership/limited liability company] (“Assignee”)

#### Background

- A. McDonald’s or its predecessor in interest issued to Assignor or its predecessor(s) in interest a Franchise Agreement and an Operator’s Lease, both dated \_\_\_\_\_ (collectively “Franchise”), for the McDonald’s restaurant located at \_\_\_\_\_ [L/C: \_\_\_\_\_] (“Restaurant”).
- B. Assignor requests McDonald’s consent to transfer the rights in the Franchise to Assignee.
- C. Assignor and Assignee acknowledge that McDonald’s consent to this Assignment is required under the terms of the Franchise.

#### Agreement

The parties, intending to be legally bound and for good and valuable consideration, agree as follows:

1. The effective date of this Assignment is \_\_\_\_\_ (“Effective Date”).
2. McDonald’s consents to this Assignment subject to the provisions of the Franchise and this Assignment.
3. On the Effective Date, Assignor assigns and transfers all the right, title, and interest of Assignor in the Franchise to Assignee, subject to the provisions of the Franchise.
4. Assignee must pay all fees and perform all obligations under the Franchise.
5. Assignor agrees to remain personally bound by, and personally liable for the breach of, each and every provision of the Franchise, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, and is not released from any obligations to McDonald’s by this Assignment. After the date of this Assignment, all references to Franchisee in the Franchise shall refer to both Assignor and Assignee both jointly and severally.

**[Alternate paragraph to be used for Assignment to Corporation.]**

6. Without the prior written consent of McDonald's, Assignor nor Assignee may not, either voluntarily or by operation of law, make or permit:

- a) any further transfer or assignment of the Franchise;
- b) any pledge or encumbrance of the Franchise;
- c) any assignment, transfer, or pledge of any equity interest in Assignee including, but not limited to, transfers in any entity that is a Shareholder;
- d) the creation of new or additional equity interests in Assignee; or
- e) any amendment of the terms of any organizational documents relating to Assignee.

Equity interests, as used in this Assignment, include direct or indirect equity or beneficial interests in Assignee and the business risks associated with the Restaurant including, but not limited to, interests stated as debt that include any type of risk-taking interest or any interest in the profits or appreciation of the Restaurant.

**[Alternate paragraph to be used for Assignment to Partnership.]**

6. Without the prior written consent of McDonald's, Assignor, Assignee, and Partners may not, either voluntarily or by operation of law, make or permit:

- a) any further transfer or assignment of the Franchise;
- b) any pledge or encumbrance of the Franchise;
- c) any assignment, transfer, or pledge of any equity interest in Assignee including, but not limited to, transfers in any entity that is a Partner;
- d) the creation of new or additional equity interests in Assignee;
- e) the change of a limited partnership interest to a general partnership interest or of a general partnership interest to a limited partnership interest; or
- f) any amendment of the terms of any partnership agreement or other organizational documents relating to Assignee.

Equity interests, as used in this Assignment, include direct or indirect equity or beneficial interests in Assignee and the business risks associated with the Restaurant including, but not limited to, interests stated as debt that include any type of risk-taking interest or any interest in the profits or appreciation of the Restaurant.

**[Alternate paragraph to be used for Assignment to Limited Liability Company.]**

6. Without the prior written consent of McDonald's, Assignor, Assignee, and Members may not, either voluntarily or by operation of law, make or permit:

- a) any further transfer or assignment of the Franchise;
- b) any pledge or encumbrance of the Franchise;
- c) any assignment, transfer, or pledge of any equity interest in Assignee including, but not limited to, transfers in any entity that is a Member;
- d) the creation of new or additional equity interests in Assignee; or
- e) any amendment of the terms of any operating agreement or other organizational documents relating to Assignee.

Equity interests, as used in this Assignment, include direct or indirect equity or beneficial interests in Assignee and the business risks associated with the Restaurant including, but not limited to,

interests stated as debt that include any type of risk-taking interest or any interest in the profits or appreciation of the Restaurant.

7. Assignor and Assignee represent and warrant that:
  - a) the attached Exhibit A reflects any and all persons or entities with equity interests in Assignee and their ownership interests are as shown on Exhibit A; and
  - b) there is no obligation or intention to issue additional equity interests in Assignee.
  
8. If any [Shareholders/Partners/Members] of Assignee are trustees or trusts:
  - a) the beneficial interests in the trusts may not be assigned, transfers to successor trustees or special trustees may not be made even if the transfer is provided for in any trust agreement, and the trust agreement may not be amended without the prior written consent of McDonald's;
  - b) Exhibit A lists all persons who are trustees of any nature or have beneficial interests in any [Shareholder's/Partner's/Member's] trust(s);
  - c) this Assignment is not a consent to any future transfers of equity interest(s) of Assignee to any [Shareholder's/Partner's/Member's] trust beneficiaries based on any condition including, but not limited to, attainment of a certain age or occurrence of any event. All future transfers or vesting of equity interest(s) of Assignee are subject to this Assignment; and
  - d) McDonald's has not reviewed any trust documents of any [Shareholder's/Partner's/Member's] trust; therefore, this Assignment does not constitute an approval by McDonald's of any documents relating to any [Shareholder's/Partner's/Member's] trust. If any of those documents conflict with or contradict the provisions of this Assignment or McDonald's ownership policies, McDonald's will not be bound by those documents and the provisions of this Assignment will control.

9. McDonald's has not reviewed any of Assignee's organizational documents; therefore, this Assignment does not constitute an approval by McDonald's of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of this Assignment or McDonald's ownership policies, McDonald's will not be bound by those documents and the provisions of this Assignment will control.

10. Assignor and Assignee acknowledge that: (i) McDonald's has not provided any tax or other advice in connection with this Assignment; (ii) McDonald's approval of this Assignment does not constitute tax advice; and (iii) McDonald's has not reviewed or evaluated the validity of Assignee or of any trusts or entities with an equity interest in Assignee.

**[Additional paragraph to be used for Assignment to Corporation.]**

11. a) Assignor or Assignee must include the following legend on all issued and outstanding shares of stock of Assignee:

This stock may not be pledged, sold, assigned or otherwise transferred, in whole or in part, voluntarily or by operation of law, without the prior written consent of McDonald's USA, LLC. Any and all transfers are also subject to the terms of the Franchise, including the Franchise Agreement and Operator's Lease, or other applicable agreements, for each McDonald's restaurant operated by

\_\_\_\_\_.

- b) If McDonald's requests, Assignor or Assignee must send to McDonald's a copy of all outstanding certificates of stock of Assignee.

12. No [Shareholders/Partners/Members] are granted approved owner/operator status by this Assignment. Assignee must abide by those provisions of the Franchise relating to the maintenance and protection of the McDonald's System (as defined in the Franchise) including, but not limited to, those provisions requiring confidentiality and regulating involvement in other or similar restaurant businesses. A breach of this covenant is a material breach of the Franchise and entitles McDonald's to enforce all remedies available including, but not limited to, the termination of the Franchise.

13. The parties' respective successors, assigns, heirs, and personal representatives are bound by this Assignment. All obligations, agreements, representations, and warranties made by more than one party will be joint and several even if it is not so stated in the relevant paragraph.

14. At any time during normal business hours, McDonald's may examine and copy any of Assignor's, Assignee's, or any [Shareholder's/Partner's/Member's] records, books, financial records, tax returns, or other documents for the purpose of insuring compliance with the Franchise and this Assignment.

15. If Assignor or Assignee breaches any of the conditions, representations, agreements, or warranties contained in this Assignment, McDonald's will be entitled to all relief and remedies available by law, and to all relief and remedies granted to McDonald's by the Franchise.

16. Assignor has notified all of Assignor's lien holders and lenders of this Assignment.

17. The signatories below are duly authorized to execute this Assignment and to bind the parties as set forth herein.

18. All terms and conditions of the Franchise remain in full force and effect except as modified by this Assignment including, but not limited to, the terms and conditions of Paragraph 15(a) of the Franchise Agreement in the event of the death or permanent incapacity of Assignor.  
\_\_\_\_\_ must continue to personally devote full time and best efforts to the operation of the Restaurant business.

19. If Assignee's name or the name of any trust or entity with an equity interest in Assignee (collectively "Assignee's Name") contains "Mc", "Mac", a derivative of "Mc" or "Mac", or any other McDonald's trademark, then Assignor, Assignee, and [Shareholders/Partners/Members] covenant and agree (i) that if: (a) Assignee ceases to be a McDonald's franchisee; or (b) Assignee or [Shareholders/Partners/Members] are notified by McDonald's that McDonald's desires to use Assignee's Name as a trade name, trademark, or internet domain name on a nationwide basis but is prohibited by any government authority or entity authorized to assign or register trade names, trademarks, or internet domain names from using or registering that trade name, trademark, or internet domain name because it is similar to Assignee's Name, then they will cause Assignee's Name to be changed, within 30 days of any of the above occurrences, to delete any reference to "Mc", "Mac", a derivative of "Mc" or "Mac", or any other McDonald's trademark, without further consideration from McDonald's; (ii) that they will not challenge McDonald's use of any trade name, trademark, or internet domain name on the grounds that it: (a) is similar to Assignee's Name; (b) is likely to cause confusion; or (c) dilutes the value of the trade name; and (iii) that Assignee's Name shall not be used in connection with any trade or business conducted by Assignor, Assignee, or [Shareholders/Partners/Members] except the McDonald's restaurant business.

The parties have signed this Assignment evidencing that they have read, understand, and are bound by the terms of this Assignment.

McDonald's USA, LLC

Assignor

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

\_\_\_\_\_

\_\_\_\_\_

Assignee:

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

\_\_\_\_\_

EXHIBIT A

Listing of Equity Interests of Franchise

Name

Percentage  
Ownership

# EXHIBIT I

## ASSIGNMENT AGREEMENT

### ASSIGNMENT AND CONSENT TO ASSIGNMENT OF FRANCHISE TO AN INDIVIDUAL PURCHASER

This Assignment and Consent to Assignment of Franchise to an Individual Purchaser, dated \_\_\_\_\_ (“Assignment”), is between **McDonald’s USA, LLC**, a Delaware limited liability company (“McDonald’s”); \_\_\_\_\_ and \_\_\_\_\_ (collectively “Assignor”); and \_\_\_\_\_ and \_\_\_\_\_ (collectively “Assignee”).

#### Background

A. McDonald’s or its predecessor in interest issued to Assignor or its predecessor(s) in interest a License Agreement or Franchise Agreement and an Operator’s Lease, both dated \_\_\_\_\_, including any amendments (collectively “Franchise”), for the McDonald’s restaurant located at \_\_\_\_\_ [L/C: \_\_\_\_\_] (“Restaurant”).

B. Assignor requests McDonald’s consent to transfer the rights in the Franchise to Assignee under the terms of the Purchase and Sale Agreement, dated \_\_\_\_\_, between Assignor and Assignee, including all amendments (“Agreement”).

C. Assignor and Assignee acknowledge that McDonald’s consent to this Assignment is required under the terms of the Franchise.

#### Agreement

The parties, intending to be legally bound and for good and valuable consideration, agree as follows:

1. The effective date of this Assignment is \_\_\_\_\_, at 12:01 a.m. (“Effective Date”).
2. McDonald’s consents to this Assignment subject to the provisions of the Franchise and this Assignment.
3. On the Effective Date, Assignor assigns and transfers all the right, title, and interest of Assignor in the Franchise to Assignee, subject to the provisions of the Franchise and this Assignment.
4. On the Effective Date, the transfer of the Restaurant assets and assignment of the rights and obligations under the Franchise will be effective and complete. Assignee must take possession of the Restaurant assets and begin operation of the Restaurant business on the Effective Date.
5. Beginning on the Effective Date, Assignee (i) must pay all fees, (ii) assumes full and unconditional liability under the Franchise, and (iii) must perform all obligations under the Franchise. Beginning on the Effective Date, the service fee is \_\_\_\_\_%.
6. McDonald’s grants approved owner/operator status to \_\_\_\_\_ for the Restaurant, and he/she must personally devote full time and best efforts to the Restaurant business and adhere to the tenets of the McDonald’s System (as defined in the Franchise) which are the essence of the Franchise.



7. On the Effective Date, Assignee assumes Assignor's obligations listed on the attached Exhibit A.

8. Without the prior written consent of McDonald's, Assignee may not, either voluntarily or by operation of law, make or permit:

- a) any further transfer or assignment of the Franchise;
- b) any pledge or encumbrance of the Franchise; or
- c) the creation of new or additional interest in the Franchise.

9. Assignee represents and warrants that:

- a) Assignee is the only person with an interest in the Franchise and Assignee's ownership interest is as shown on Exhibit B; and
- b) there is no obligation or intention to issue additional interests in the Franchise.

10. If Assignor or Assignee breaches any of the conditions, representations, agreements, or warranties contained in this Assignment, McDonald's will be entitled to all relief and remedies available by law or in equity, including injunctive relief, and to all relief and remedies granted to McDonald's by the Franchise.

11. Assignee is responsible for the Restaurant's entire real estate tax bill due on the next payment date. Assignee must pay the entire amount due to McDonald's or, if on direct pay, to the appropriate taxing authority upon receipt of the invoice for the real estate tax bill from either McDonald's or the appropriate taxing authority.

12. Assignor and Assignee each represents and warrants to McDonald's that (i) the Agreement is the entire agreement between Assignor and Assignee for the acquisition of the Restaurant by Assignee, (ii) a complete and true copy of the Agreement has been delivered to McDonald's, (iii) all of the financial terms relating to Assignee's acquisition of the Restaurant have been disclosed in writing to McDonald's, and (iv) the Agreement and this Assignment have been duly authorized, executed and delivered by such party, and constitute the enforceable obligations of such party. Assignor and Assignee each agrees and acknowledges that (i) McDonald's consent to this Assignment is based on its evaluation of such financial terms, and (ii) a failure to disclose all financial terms to McDonald's will constitute a material breach of the Franchise pursuant, among other provisions, to paragraph 18(n) of the Franchise, thereby entitling McDonald's to all rights and remedies under the Franchise including, but not limited to, the right to terminate the Franchise.

13. If Assignee pays all business creditors, including McDonald's, on a timely basis, Assignor will be automatically discharged from all liability under the Franchise upon the earlier of: (i) three years after the Effective Date or (ii) the end of the Franchise term.

14. Assignor agrees to pay all liabilities owed to McDonald's relating to the Restaurant as estimated on the attached Exhibit C, including, but not limited to, rent and service fees through the standard automatic bank draft process. Assignor agrees to leave a designated bank account open for sixty (60) days past the Effective Date and to ensure that sufficient funds remain in the bank account to satisfy all liabilities. A partial payment of any receivable amount by Assignor to McDonald's will not relieve the parties from the obligation to pay to McDonald's any and all receivables in full and McDonald's acceptance of any monies from Assignor will not waive Assignor's obligation to make full payment or waive any rights of McDonald's. McDonald's consent to this Assignment is expressly conditioned on McDonald's receipt from Assignor of all receivables owed to McDonald's.

15. Assignor represents and warrants that neither Assignor, nor any member of the immediate family of Assignor, and to the best knowledge of Assignor, any other member of Assignor's family:

- a) owns, or has the right to use, directly or indirectly, any property used for or in connection with the operation of the Restaurant which is not a part of the assets being conveyed to Assignee;
- b) owns, directly or indirectly, all or part of any business which is a party to any business arrangements concerning the Restaurant; or
- c) owns or has an interest in any real estate located within a radius of 500 yards of the Restaurant, excluding real estate leased to Assignor by McDonald's.

16. Assignee's failure to comply with National Restaurant Building and Equipment Standards ("NRBES") at the Restaurant before \_\_\_\_\_ may result in Assignee not complying with the National Franchising Standards.

17. As of the Effective Date, Assignor agrees that if any Franchise contains a paragraph entitled "Interference with Employment Relations of Others," such Franchise is hereby amended to eliminate Paragraph 14. If the Franchise does not contain a paragraph entitled "Interference with Employment Relations of Others," such Franchise shall remain unchanged.

18. Assignor and Assignee hereby represent and warrant that they have executed the Bigger, Bolder Vision 2020 Commitment Letter, as amended (the "BBV2020 Letter"). Assignor and Assignee agree to abide by and perform all terms, conditions, and obligations outlined in the BBV2020 Letter.

19. On the Effective Date, Assignor assigns, transfers, and sets over to Assignee all right, interest, duties, and obligations of Assignor in any commitment letter, letter agreement, contract or other similar agreement with McDonald's for the Restaurant in connection with the BBV2020 Letter, the Experience of the Future ("EOTF") or other construction or development project or test at the Restaurant (collectively, the "Commitment Letter"). Assignee accepts the assignment of the Commitment Letter and agrees to abide by and perform all terms, conditions, and obligations outlined in the Commitment Letter. Assignee also assumes full and unconditional liability under the Commitment Letter.

20. It is Assignor's obligation to provide, and Assignee's obligation to obtain, all project costs and payment records for any construction projects that are in progress or completed at the Restaurant(s). Assignee shall be responsible for any remaining construction payments owed to McDonald's related to the Restaurant(s).

21. The parties' respective successors, assigns, heirs, and personal representatives are bound by this Assignment. All obligations, agreements, representations, and warranties made by more than one party will be joint and several even if it is not so stated in the relevant paragraph.

22. At any time during normal business hours, McDonald's may examine and copy any of Assignor's or Assignee's records, books, financial records, tax returns, or other documents for the purpose of insuring compliance with the Franchise and this Assignment.

23. All Exhibits to this Assignment are a part of this Assignment.

24. This Assignment is not an approval by McDonald's of the Agreement or any other documents pertaining to it and McDonald's is not a party to the Agreement or bound by it. Assignee acknowledges that Assignee is acquiring the Restaurant and the Franchise pursuant to an arms-length sale between operators in which Assignor and Assignee exercised their own, independent business judgment in arriving at the purchase price for the Restaurant and the Franchise. McDonald's neither established nor negotiated that price. Assignee entered into the Agreement voluntarily, with the advice of any attorneys, accountants, and valuation experts of its choosing, following a sales process that afforded Assignee a full and fair opportunity to visually inspect the Restaurant and Franchise, discuss the condition with Assignor, and conduct any other due diligence Assignee believed was necessary. In connection with the Agreement and/or this Assignment, Assignee hereby acknowledges and agrees that McDonald's has not made, and is not making, any express or implied representations, warranties, guarantees, promises, or assurances,

whether orally or in writing, concerning the Restaurant or the Franchise, including without limitation the value, condition, use, profitability, or future performance of the Restaurant or the Franchise, and Assignee expressly disclaims any such representation, warranty, guarantee, promise or assurance (including merchantability and fitness for a particular purpose). Accordingly, and for the avoidance of doubt, Assignee hereby covenants not to sue McDonald's for fraudulent inducement or to bring any other claim or cause of action based in fraud, tort, equity, contract or otherwise against McDonald's relating to any alleged misrepresentations or omissions Assignee later may claim McDonald's made about the Restaurant or Franchise in connection with the sales process or the Agreement.

25. All terms and conditions of the Franchise remain in full force and effect except as expressly modified by this Assignment.

26. McDonald's and Assignee each acknowledge and warrant to each other that they wish to have all terms of their business relationship defined in the Franchise and this Assignment. Neither McDonald's nor Assignee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different from or supplementary to the rights and obligations in the Franchise or this Assignment. McDonald's, Assignor, and Assignee agree that the Franchise and this Assignment supersede and cancel any prior and/or contemporaneous discussions or writings (whether described as representations, inducements, promises, agreements, understandings, or any other term), between McDonald's or anyone acting on its behalf, Assignor or anyone acting on Assignor's behalf, and Assignee or anyone acting on Assignee's behalf, with respect to the Restaurant or the relationship between the parties. McDonald's, Assignor, and Assignee each agree that they have placed, and will place, no reliance on any such discussions or writings. The Franchise and this Assignment constitute the entire agreement between the parties and contain all of the terms, conditions, rights, and obligations of the parties with respect to the Restaurant and the Franchise. No future franchise or offer of franchises for additional McDonald's restaurants has been promised to Assignee and no such franchise or franchise offer will come into existence, except by means of a separate writing, executed by an officer or franchising director of McDonald's and specifically identified as a franchise agreement. No change, modification, amendment, or waiver of any of the provisions of the Franchise or this Assignment will be effective and binding upon McDonald's unless it is in writing, specifically identified as an amendment to this Assignment, and signed by an officer or franchising director of McDonald's.

27. The laws of the State of Illinois shall govern this Assignment, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

28. The parties will execute and deliver any other documents required by McDonald's which are reasonably necessary to carry out the purposes of this Assignment.

29. The invalidity of any provision of this Assignment shall not impair the validity of any other provision. If any provision of this Assignment is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of this Assignment shall be enforced.

30. In the event that McDonald's initiates any legal proceeding to construe or enforce the terms, conditions and provisions of this Assignment (including without limitation, Section 21 herein), or to obtain damages or other relief to which it may be entitled by virtue of this Assignment, McDonald's shall be entitled to payment from Assignee and Assignor, jointly and severally, of its reasonable attorneys' fees and all other costs of enforcement and/or collection.

31. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. Executed signature pages delivered by facsimile or electronically will be treated in all respects as original signatures.

The parties have signed this Assignment evidencing that they have read, understand, and are bound by the terms of this Assignment.

McDonald's USA, LLC

Assignor

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

\_\_\_\_\_

Assignee

\_\_\_\_\_

## EXHIBIT A

### Special Agreements and Notes Assumed by Assignee

Assignor's obligation with OPNAD, Inc.

Assignor's obligation with Local Advertising Co-op

Assignor's obligation with Muzak or other Restaurant Music System

Assignor's obligation under any Test Letter or Test Agreement with McDonald's

Assignor's obligation under any contract for the purchase of electricity or natural gas and related services, and any ancillary agreements, including but not limited to contract administration and energy consulting service agreements

Assignor's obligation under the Leading with Solution's Program Participation Letter Agreement, if applicable

Assignor's obligations under any Commitment Letter with McDonald's, if applicable

EXHIBIT B

Assignee

Percentage  
Ownership

EXHIBIT C

(List of liabilities due McDonald's inserted here.)

## EXHIBIT J

### CANDIDATE AGREEMENTS

**THIS PRELIMINARY AGREEMENT** (“Agreement”) is made as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between MCDONALD’S USA, LLC, a Delaware limited liability company with an address of 110 North Carpenter Street Chicago, IL 60607 (“McDonald’s”), and \_\_\_\_\_, an individual with a mailing address of \_\_\_\_\_, (“Candidate”). McDonald’s and Candidate are sometimes referred to herein as the “Parties.”

#### Background

A. Candidate wishes to be considered by McDonald’s for a McDonald’s franchise to operate a McDonald’s restaurant.

B. Before McDonald’s will consider Candidate for any McDonald’s franchise opportunity, Candidate must first complete, to McDonald’s satisfaction in its sole discretion, McDonald’s Franchise Applicant Training and Evaluation Program consisting of McDonald’s restaurant and classroom experience and training (“Training Program”).

C. Candidate understands that Candidate’s participation in the Training Program hereunder may exceed a period of two years, without any commitment or promise of a McDonald’s franchise.

D. McDonald’s and Candidate have separately entered into that certain independent contractor agreement (the “Contractor Agreement”), dated on or about the date hereof, with respect to the Candidate’s participation in the Training Program.

E. The satisfactory completion of the Training Program, in McDonald’s sole discretion, is no guarantee that Candidate will be offered a franchise opportunity. Upon satisfactory completion of the Training Program, the decision to offer Candidate any franchise opportunity rests in McDonald’s sole discretion.

#### Agreement

McDonald’s and Candidate, each intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby agrees as follows:

1. McDonald’s authorizes Candidate to participate in the Training Program until further notice by McDonald’s. McDonald’s reserves the right from time to time to establish and modify the guidelines and standards applicable to the Training Program. Candidate agrees to comply with the guidelines and standards of the Training Program at all times.

2. McDonald’s decision to consider Candidate for any franchise opportunity as well as the location and type of franchise opportunity to be offered, if any, and the terms of any contracts rest in McDonald’s sole discretion. McDonald’s is unable, at this date, to determine the exact type of the franchise opportunity and contracts, if any, which may ultimately be offered to Candidate.

#### **Alternate Paragraph 3 for Company Employee:**

3. Candidate may spend in excess of two years in the Training Program without a commitment from McDonald’s that a franchise will be offered. During the Training Program, Candidate’s performance and qualifications to become a franchisee will be continuously evaluated by McDonald’s. Candidate will not receive any reimbursement for costs and expenses. Candidate is an existing employee or agent of McDonald’s or a parent, subsidiary, or affiliate of McDonald’s in a position outside of the Training Program. Candidate is not entitled to and will not separately receive any compensation including, without limitation, salary, wages, or employee benefits for Candidate’s participation in the Training Program, and Candidate is not acting within his or her capacity as an employee while participating in the Training Program. Candidate waives any and all rights to damages, the



reimbursement of expenses or costs, as well as the payment of any compensation related directly or indirectly to Candidate's participation in the Training Program. Candidate's existing employment with McDonald's or a parent, subsidiary, or affiliate of McDonald's will terminate no later than the date on which the Candidate enters into a binding contract for a franchise opportunity.

**Alternate Paragraph 3 for Franchise Applicant:**

3. Candidate may spend in excess of two years in the Training Program without a commitment from McDonald's that a franchise will be offered. During the Training Program, Candidate's performance and qualifications to become a franchisee will be continuously evaluated by McDonald's. Candidate is not an employee or agent of McDonald's or any parent, subsidiary, affiliate, or franchisee of McDonald's and is not entitled to and will not receive any compensation including, without limitation, salary, wages, or employee benefits for Candidate's participation in the Training Program. In addition, Candidate will not receive any reimbursement for costs and expenses. Candidate waives any and all rights to damages, the reimbursement of expenses or costs, as well as the payment of any compensation related directly or indirectly to Candidate's participation in the Training Program.

**Alternate Paragraph 3 for Next Generation Candidate and Franchisee Employee:**

3. Candidate may spend in excess of two years in the Training Program without a commitment from McDonald's that a franchise will be offered. During the Training Program, Candidate's performance and qualifications to become a franchisee will be continuously evaluated by McDonald's. Candidate is not an employee or agent of McDonald's or any parent, subsidiary, or affiliate of McDonald's and is not entitled to and will not receive any compensation including, without limitation, salary, wages, or employee benefits for Candidate's participation in the Training Program. In addition, Candidate will not receive any reimbursement for costs and expenses. Candidate waives any and all rights to damages, the reimbursement of expenses or costs, as well as the payment of any compensation related directly or indirectly to Candidate's participation in the Training Program.

4. The term "Confidential Information" shall mean all information (whether or not specifically labeled or identified as confidential), in any form or medium (whether in oral, written, electronic, graphic or other form), that is disclosed to, or developed or learned by, or that becomes known to, Candidate (i) in connection with Training Program performed hereunder (including without limitation any training or operating manuals) and/or (ii) that relates to the business, operations, products, services, know how, strategies, promotions, research, prospects, employee relations or development of McDonald's or any Affiliate thereof or their respective franchisees, suppliers, clients or customers. Candidate acknowledges and agrees that Candidate may have access to information and materials of a highly sensitive nature (including Confidential Information) and he or she intends to protect the legitimate business interests of McDonald's and its Affiliates therein. Candidate agrees that during the term of this Agreement and at all times thereafter, without the prior written consent of McDonald's, Candidate shall not use for his or her benefit or the benefit of any other person, and shall not disclose to any other person, any Confidential Information. Candidate shall use his or her best efforts and utmost diligence to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Upon termination of Candidate's participation in the Training Program, Candidate shall immediately return all Confidential Information, including all training and operating manuals, provided to or acquired by Candidate. In the event that Candidate is required by law or court order to disclose any Confidential Information, Candidate shall (i) to the extent permitted by such law or court order, provide written notice to McDonald's of such required disclosure or court order as soon as reasonably possible, (ii) cooperate with McDonald's to preserve the confidentiality of such Confidential Information consistent with applicable law and (iii) use his/her best efforts to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order. The Parties agree that any threatened or existing breach of this Section 4 would cause McDonald's irreparable injury for which it would have no adequate remedy at law. In each such case, the Parties agree that McDonald's shall be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to McDonald's.

5. This Agreement is personal to Candidate and it may not be transferred by assignment, will, or operation of law. Neither McDonald's nor Candidate shall have any right to act on behalf of or bind the other party for any purpose. Candidate shall comply with all applicable laws, rules and regulations related to Candidate's participation in the Training Program. Candidate represents that his or her execution of this Agreement, and his or her participation in the Training Program, does not violate any other agreement or contract that is binding on Candidate. When participating in the Training Program, Candidate agrees to use his or her best efforts to comply with

the terms, conditions and schedule of the Training Program. All material and information provided to McDonald's by Candidate in applying to the Training Program was true, complete and accurate.

6. No franchise offer by McDonald's will come into existence except by a written document executed by an officer or franchising director of McDonald's, which is specifically identified as a Franchise Agreement. This Agreement is not an offer of a franchise or a commitment or promise by McDonald's to offer Candidate a franchise and McDonald's decision to make any franchise offer rests in McDonald's sole discretion.

7. Candidate acknowledges receipt of the Disclosure Document together with various attachments. Candidate must hold the Disclosure Document for fourteen (14) calendar days before signing this Agreement. Candidate further acknowledges being advised by McDonald's to read such material carefully.

8. Candidate's participation in the Training Program may be terminated by either the Candidate or McDonald's at any time, with or without cause. In the event McDonald's notifies Candidate at any time during the Training Program that it will not offer a franchise to Candidate, in McDonald's sole discretion, Candidate's participation in the Training Program will automatically terminate upon such notification. This Agreement will terminate if Candidate's participation in the Training Program terminates for any reason. This Agreement will automatically terminate if the Contractor Agreement has been terminated. If this Agreement is terminated, the Contractor Agreement will automatically terminate.

**Alternate Paragraph 9 for Registered Applicants:**

9. Upon written notice from McDonald's that Candidate has successfully completed the Training Program and achieved "Qualified to Buy" status, Candidate will have up to 24 months to accept a franchise opportunity(ies). If the 24-month period expires without the acceptance of a franchise opportunity(ies), McDonald's will reassess Candidate's current status including but not limited to these factors: geographic preference, financial assets available to invest, personal engagement and involvement in the business, and continued positive involvement with McDonald's. After McDonald's reassessment is complete, McDonald's, at its sole discretion, will determine one of the following:

- a. Extend the "Qualified to Buy" stage by a clearly defined time period or,
- b. Remove the Candidate from the program and Candidate will no longer be considered to have "Qualified to Buy" status and this Agreement will be deemed terminated.

**Alternate Paragraph 9 for Spousal Candidates: Delete all of 9**

**Alternate Paragraph 9 for Next Generation Candidates:**

9. Upon written notice from McDonald's that Candidate has successfully completed the Training Program and achieved "Qualified to Buy" status, Candidate will have up to 24 months to purchase a minimum of 51% ownership in a traditional restaurant.

- "Qualified to Buy" status is conditioned on the Candidate maintaining his or her current involvement in the day-to-day operations of the parent organization's restaurants.
- The parent organization must remain "Qualified to Buy" during the 24-month timeframe.

In the event the qualified Candidate is unable to acquire at least 51% ownership in a traditional restaurant within the 24-month time period, the qualified Candidate and parent may request an extension of time to acquire the minimum 51% ownership from the Field Vice President ("FVP"). This is NOT an automatic extension and the decision is in McDonald's sole discretion. The parent and qualified Candidate are required to request the extension **30 days prior to** the expiration of the 24-month period. If the FVP grants written approval of the extension, the maximum extension time granted will be 6 months (totaling no more than 30 months) from the date the Candidate originally received "Qualified to Buy" status.

If (i) the qualified Candidate is unable to acquire 51% ownership in a traditional restaurant within the 24-month time period and (ii) the qualified Candidate and parent fail to request and receive approval for an extension of time, the qualified Candidate will be removed from the Next Generation (“NG”) program and will no longer be considered to have “Qualified to Buy” status and this Agreement will be deemed terminated.

If a qualified Candidate is granted an extension of time to acquire the minimum 51% ownership in a traditional restaurant but is unable to do so within the approved extended timeframe, such Candidate will be removed from the NG program and will no longer be considered to have “Qualified to Buy” status and this Agreement will be deemed terminated.

10. Candidate shall not, without the prior written consent of an officer of McDonald’s, use the tradename, service marks or trademarks of McDonald’s or any parent, subsidiary or affiliate for any purposes, including but not limited to, in any advertising, publicity release or sales representation.

11. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior and/or contemporaneous oral agreements or understandings of the Parties; however, nothing in this Agreement is intended to disclaim the representations made in the Disclosure Document furnished to Candidate. No change, modification, amendment, or waiver of any of the provisions of this Agreement will be binding upon McDonald’s unless in writing, specifically identified as an amendment, and signed by an officer or franchising director of McDonald’s. Candidate acknowledges that neither McDonald’s nor anyone acting on behalf of McDonald’s has made any representations, inducements, promises, or agreements, orally or otherwise, regarding the subject matter of this Agreement which are not embodied in this Agreement.

12. If McDonald’s institutes any action at law or in equity against Candidate and/or defends any action instituted by Candidate related in any way, directly or indirectly, to this Agreement, McDonald’s will be entitled to recover from Candidate reasonable attorney’s fees together with court costs and expenses of litigation as may be allowed by the court.

13. The terms and provisions of this Agreement will be interpreted in accordance with and governed by the laws of the State of Illinois (without regard to any conflicts of law principles). ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED IN THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR THE STATE COURTS WITHIN DUPAGE COUNTY IN THE STATE OF ILLINOIS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION.

14. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL OR EQUITABLE ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15. If any part of this Agreement is, for any reason, ruled by a court to be invalid, such judicial ruling will not affect the validity of any remaining portion of this Agreement which will remain in full force and effect. In the event that any material provision of this Agreement is ruled invalid, McDonald’s reserves the right to terminate this Agreement.

16. This Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Electronic signatures shall be treated in all manner and respects as an original executed counterpart.

17. **McDONALD’S IS NOT OBLIGATED TO OFFER CANDIDATE A FRANCHISE AND CANDIDATE IS NOT OBLIGATED TO ACCEPT ANY FRANCHISE OFFER.**

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Preliminary Agreement to be executed on the date first written above.

McDONALD'S USA, LLC

CANDIDATE:

By: \_\_\_\_\_  
Director, U. S. Franchising Strategy

\_\_\_\_\_   
Print Name:

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (this “Agreement”) is made as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between **MCDONALD’S USA, LLC**, a Delaware limited liability company with an address of 110 North Carpenter Street Chicago, IL 60607 (“McDonald’s”), and \_\_\_\_\_, an individual with a mailing address of \_\_\_\_\_, (“Candidate”). McDonald’s and Candidate are sometimes referred to herein as the “Parties.”

### **Background**

A. Candidate wishes to be considered by McDonald’s for a McDonald’s franchise to operate a McDonald’s restaurant.

B. Before McDonald’s will consider Candidate for any McDonald’s franchise opportunity, Candidate must first complete, to McDonald’s satisfaction in its sole discretion, McDonald’s Franchise Candidate Training and Evaluation Program consisting of McDonald’s restaurant and classroom experience and training (“Training Program”).

C. McDonald’s and Candidate have separately entered into that certain preliminary agreement (the “Preliminary Agreement”), dated on or about the date hereof, with respect to the Candidate’s application to receive a franchise opportunity and enter the Training Program.

D. Candidate has requested that he or she be permitted to participate in the Training Program, and McDonald’s is willing to allow Candidate to do so, upon the following terms and conditions of this Agreement.

### **Agreement**

McDonald’s and Candidate, each intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby agrees as follows:

1. Candidate shall, subject to the terms and conditions of this Agreement and the Preliminary Agreement, train within the Training Program in one or more McDonald’s restaurants commencing on the Effective Date.

2. McDonald’s reserves the right from time to time to establish and modify the guidelines and standards applicable to the Training Program. Candidate agrees to comply with the guidelines and standards of the Training Program at all times.

3. To the fullest extent permitted by law, Candidate shall be an independent contractor hereunder, and Candidate shall not be deemed an agent, employee, joint employee or servant of McDonald’s or any subsidiary or affiliates of McDonald’s or McDonald’s Corporation, a Delaware corporation and the parent of McDonald’s (“McDonald’s Corporation”) (collectively, the “Affiliates”).

#### **Alternate Paragraph 4 for Candidates Not a Company Employee:**

4. Candidate expressly acknowledges that Candidate (i) is not an employee of McDonald’s or any Affiliate thereof, (ii) shall not be eligible to participate in any of McDonald’s employee benefit programs, including but not limited to, any bonus, pension, profit sharing, stock option, 401(k), health, sickness, dental, accident, life, disability, retirement, severance, vacation and other paid time off, tuition benefits, deferred compensation, or insurance which McDonald’s or any Affiliate thereof may maintain for the benefit of any of their respective employees, even if Candidate is determined to be a common law or

statutory law employee of McDonald's or such Affiliate, and (iii) shall not be entitled to unemployment compensation benefits from McDonald's or any Affiliate thereof in the event this Agreement terminates or for any other reason, or workers' compensation benefits in the event Candidate is injured in any manner while participating in the Training Program, even if Candidate is determined to be a common law or statutory law employee of McDonald's or such Affiliate, or for any other reason.

**Alternate Paragraph 4 for Company Employee:**

4. Candidate is an existing employee or agent of McDonald's or a parent, subsidiary, or affiliate of McDonald's in a position outside of the Training Program. Candidate is not entitled to and will not separately receive any compensation including, without limitation, salary, wages, or employee benefits for Candidate's participation in the Training Program, and Candidate is not acting within his or her capacity as an employee while participating in the Training Program. Candidate waives any and all rights to damages, the reimbursement of expenses or costs, as well as the payment of any compensation related directly or indirectly to Candidate's participation in the Training Program. Specifically, Candidate expressly acknowledges that for purposes of the Training Program, Candidate (i) is not an employee of McDonald's or any Affiliate thereof, (ii) shall not be eligible to participate in any of McDonald's employee benefit programs, including but not limited to, any bonus, pension, profit sharing, stock option, 401(k), health, sickness, dental, accident, life, disability, retirement, severance, vacation and other paid time off, tuition benefits, deferred compensation, or insurance which McDonald's or any Affiliate thereof may maintain for the benefit of any of their respective employees, even if Candidate is determined to be a common law or statutory law employee of McDonald's or such Affiliate, and (iii) shall not be entitled to unemployment compensation benefits from McDonald's or any Affiliate thereof in the event this Agreement terminates or for any other reason, or workers' compensation benefits in the event Candidate is injured in any manner while participating in the Training Program, even if Candidate is determined to be a common law or statutory law employee of McDonald's or such Affiliate, or for any other reason. Candidate's existing employment with McDonald's or a parent, subsidiary, or affiliate of McDonald's will terminate no later than the date on which the Candidate enters into a binding contract for a franchise opportunity.

5. Candidate acknowledges that he or she assumes a great burden by quitting his or her job or selling his or her business before a franchise is formally offered, if ever, by McDonald's and accepted by Candidate pursuant to the Preliminary Agreement. Candidate understands that he or she cannot rely on McDonald's to offer him or her a franchise merely because he or she is participating in, or has completed, the Training Program.

6. If Candidate is a full-time trainee in the Training Program, (i) Candidate has the right, at any time, to switch to training on a part-time basis within the Training Program, and (ii) McDonald's has the right, at any time, to switch Candidate to training on a part-time basis within the Training Program.

7. Candidate's participation in the Training Program may be terminated in full by either the Candidate or McDonald's at any time, with or without cause. In such an event, this Agreement and the Preliminary Agreement shall be deemed terminated.

8. This Agreement will automatically terminate if the Preliminary Agreement has been terminated. If this Agreement is terminated, the Preliminary Agreement will automatically terminate.

9. The term "Confidential Information" shall mean all information (whether or not specifically labeled or identified as confidential), in any form or medium (whether in oral, written, electronic, graphic or other form), that is disclosed to, or developed or learned by, or that becomes known to, Candidate (i) in connection with Training Program performed hereunder (including without limitation any training or operating manuals) and/or (ii) that relates to the business, operations, products, services,

know how, strategies, promotions, research, prospects, employee relations or development of McDonald's or any Affiliate thereof or their respective franchisees, suppliers, clients or customers. Candidate acknowledges and agrees that Candidate may have access to information and materials of a highly sensitive nature (including Confidential Information) and he or she intends to protect the legitimate business interests of McDonald's and its Affiliates therein. Candidate agrees that during the term of this Agreement and at all times thereafter, without the prior written consent of McDonald's, Candidate shall not use for his or her benefit or the benefit of any other person, and shall not disclose to any other person, any Confidential Information. Candidate shall use his or her best efforts and utmost diligence to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Upon termination of Candidate's participation in the Training Program, Candidate shall immediately return all Confidential Information, including all training and operating manuals, provided to or acquired by Candidate. In the event that Candidate is required by law or court order to disclose any Confidential Information, Candidate shall (i) to the extent permitted by such law or court order, provide written notice to McDonald's of such required disclosure or court order as soon as reasonably possible, (ii) cooperate with McDonald's to preserve the confidentiality of such Confidential Information consistent with applicable law and (iii) use his or her best efforts to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order. The Parties agree that any threatened or existing breach of this Section 9 would cause McDonald's irreparable injury for which it would have no adequate remedy at law. In each such case, the Parties agree that McDonald's shall be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to McDonald's.

10. Candidate is aware that applicable securities laws restrict persons with material, non-public information concerning McDonald's Corporation (including, without limitation, Confidential Information) from purchasing or selling securities of McDonald's Corporation or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such other person or entity is likely to purchase or sell such securities.

11. Candidate shall not, without the prior written consent of an officer of McDonald's, use the tradename, service marks or trademarks of McDonald's or any Affiliate for any purposes, including but not limited to, in any advertising, publicity release or sales representation.

12. This Agreement is personal to Candidate and it may not be transferred by assignment, will, or operation of law. Neither McDonald's nor Candidate shall have any right to act on behalf of or bind the other party for any purpose. Candidate shall comply with all applicable laws, rules and regulations related to Candidate's participation in the Training Program. Candidate represents that his or her execution of this Agreement, and his or her participation in the Training Program, does not violate any other agreement or contract that is binding on Candidate. When participating in the Training Program, Candidate agrees to use his or her best efforts to comply with the terms, conditions and schedule of the Training Program. All material and information provided to McDonald's by Candidate in applying to the Training Program was true, complete and accurate.

13. This Agreement, with the Preliminary Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior and/or contemporaneous oral agreements or understandings of the Parties. No change, modification, amendment, or waiver of any of the provisions of this Agreement will be binding upon McDonald's unless in writing, specifically identified as an amendment, and signed by an officer or franchising director of McDonald's. Candidate acknowledges that neither McDonald's nor anyone acting on behalf of McDonald's has made any representations, inducements, promises, or agreements, orally or otherwise, regarding the subject matter of this Agreement which are not embodied in this Agreement.

14. If McDonald's institutes any action at law or in equity against Candidate and/or defends any action instituted by Candidate related in any way, directly or indirectly, to this Agreement, McDonald's will be entitled to recover from Candidate reasonable attorney's fees together with court costs and expenses of litigation as may be allowed by the court.

15. The terms and provisions of this Agreement will be interpreted in accordance with and governed by the laws of the State of Illinois (without regard to any conflicts of law principles). ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED IN THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR THE STATE COURTS WITHIN DUPAGE COUNTY IN THE STATE OF ILLINOIS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION.

16. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL OR EQUITABLE ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17. If any part of this Agreement is, for any reason, ruled by a court to be invalid, such judicial ruling will not affect the validity of any remaining portion of this Agreement which will remain in full force and effect. In the event that any material provision of this Agreement is ruled invalid, McDonald's reserves the right to terminate this Agreement.

18. This Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Electronic signatures shall be treated in all manner and respects as an original executed counterpart.

19. **McDONALD'S IS NOT OBLIGATED TO OFFER CANDIDATE A FRANCHISE AND CANDIDATE IS NOT OBLIGATED TO ACCEPT ANY FRANCHISE OFFER.**

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[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the Parties have caused this Independent Contractor Agreement to be executed on the date first written above.

CANDIDATE:

By: \_\_\_\_\_  
Print Name:

MCDONALD'S:

McDonald's USA, LLC

By: \_\_\_\_\_  
Franchising Candidate Manager  
U. S. Franchising Strategy

## EXHIBIT K

### McDONALD'S U.S. NEW TERM POLICY

(Effective January 1, 2023)

As franchisor, McDonald's USA, LLC ("McDonald's") desires to enter into business relationships with Owner/Operators who, as McDonald's determines, consistently meet the National Franchising Standards (the "Standards"), comply with their Franchise Agreement, support McDonald's initiatives and Values, and contribute to the overall success of the McDonald's System. A McDonald's franchise is granted for a limited period of time with no right to renew or extend. In addition, in determining whether to enter into a new term franchise, McDonald's will evaluate the available real estate tenure and economic viability of the restaurant and may set conditions on the new term franchise, as further explained below.

An Owner/Operator's performance will be assessed throughout the franchise term and, at each Business Review, the Field Office will communicate whether an Owner/Operator and his/her/their organization meet the Standards. An Owner/Operator who consistently meets the Standards will be offered a new term franchise.

A new franchise decision must be made before the franchise term expires. A new term conversation with the Owner/Operator begins in the fifth calendar year prior to the expiration of the franchise term (year 15 of the standard 20-year franchise term), during which time the Field Office will discuss the Owner/Operator's history of meeting the Standards. In year 16, the Owner/Operator may apply for a new term franchise based on feedback he/she/they received in year 15.

In year 17, if the Owner/Operator has consistently met the Standards, the Field Office will recommend to the New Term Committee that a new term franchise offer be made to the Owner/Operator. If the Owner/Operator has failed to consistently meet the Standards, the Field Office may recommend against offering a new term franchise to the New Term Committee. A history of failing to meet one or more of the Standards may result in a recommendation not to offer a new term franchise.

New term franchise recommendations are submitted by the Vice President of the respective Field Office to the New Term Committee, which is made up of members of U.S. management. Only the New Term Committee, or its designee, has the authority to offer or not to offer a new term franchise to an Owner/Operator.

If a new term franchise offer is made, the terms will be outlined in a new term offer letter that will be sent to the Owner/Operator. The offer of a new term franchise is conditioned upon the Owner/Operator's continued compliance with the Standards and the Franchise Agreement for the remainder of the current franchise term and is subject to available real estate tenure. There may be additional conditions imposed as a part of the new term franchise offer. Any such conditions will be included in the new term offer letter and will vary from case to case, but most frequently relate to reinvestment, rebuilds, relocations, real estate issues, or ownership policy issues. If the Owner/Operator owns or leases additional property that McDonald's determines is essential to the operation of the restaurant business, McDonald's will require, as a condition of the offer of the new term franchise, that the Owner/Operator grant McDonald's a controlling interest, through purchase, lease, or option, to ensure the availability of the property and the long-term operation of the restaurant. In some situations, due to the availability of real estate, questions about the long-term economic viability of the restaurant location, or other considerations, a shorter-term franchise or restaurant closure may be appropriate.

To accept the offer of a new term franchise, the Owner/Operator must sign our then-current form of franchise agreement prior to the expiration of the existing franchise term. The service fee and initial franchise fee for the new term franchise will be those in effect for similar restaurants at the time the new term franchise commences. The rent for the new term franchise will be calculated in accordance with the then-current new term rent policy. Owner/Operator rental of additional property will be treated in accordance with the additional property policy in effect at the time the new term franchise commences.

In cases where McDonald's, through the New Term Committee, concludes that it will not offer a new term franchise to the Owner/Operator, the Owner/Operator will be advised of this decision in writing. The decision of the New Term Committee not to offer a new term franchise to the Owner/Operator is final. In these cases, McDonald's may extend an alternative offer, which would give the Owner/Operator the opportunity to sell the restaurant business to a qualified buyer prior to the expiration of the current franchise. Subject to the terms and conditions stated in any alternative offer, which includes a legal release, McDonald's will commit to offer a new term franchise to the qualified buyer.

McDonald's may deviate from the above process when considering a new term franchise for non-traditional venues.

## EXHIBIT L

### MCDONALD'S U.S. GROWTH POLICY

(Effective January 1, 2023)

#### INTRODUCTION

McDonald's USA, LLC ("McDonald's") desires to grow with the best and most qualified Owner/Operators who consistently meet or exceed the National Franchising Standards (the "NFS"), support McDonald's Values and initiatives, and demonstrate an ability to adapt to the evolving needs of our guests. This Growth Policy sets expectations for determining whether an Owner/Operator is qualified to buy additional restaurants ("Qualified to Buy") and explains the process by which an Owner/Operator may acquire additional restaurants. The Growth Policy is not intended to, and does not necessarily address, whether an Owner/Operator is meeting the requirements of the Franchise Agreement.

To be Qualified to Buy, an Owner/Operator and his/her/their organization must meet all NFS in addition to the Growth Standard described in this Policy. The Growth Standard includes a Vision and Purpose statement, followed by the Standard, Measurements and Guidelines. The Measurements and Guidelines are provided to facilitate the assessment of whether the Owner/Operator and his/her/their organization meet the Growth Standard. At a minimum, at each Business Review, the Field Office will communicate whether an Owner/Operator is Qualified to Buy as of the date of the Business Review. **A determination that an Owner/Operator is Qualified to Buy is not an assurance or a representation that a proposed acquisition will be approved.**

#### Growth Standard

##### GUEST EXPERIENCE

Vision: Exceed our guests' expectations at each visit by consistently delivering an exceptional customer experience and demonstrating genuine customer-focused behaviors.

Purpose: Place the guest experience at the core of all we do. Guest feedback should be positive, demonstrating strong guest satisfaction with McDonald's products and restaurant service.

Standard: Owner/Operator and his/her/their organization consistently exceeds the needs of the guest and responds quickly and appropriately to resolve the minimal number of guest concerns and issues received.

##### Measurements and guidelines:

An Owner/Operator and his/her/their organization will be Qualified to Buy if one of the following two criteria is met:

At least 50% of the organization's restaurants\* have an Experience a Problem in the Bottom Two Box (EPB2B) score at or under 10 and a VOICE OSAT score at or above 65%.

#### OR

At least 50% of the organization's restaurants\* show a year-over-year improvement in EPB2B.

Metrics shall be assessed on a January 1 calendar year basis based on the trailing twelve months. The status of meeting or not meeting the Growth Standard will be determined as of January 1 and not revised until the following January 1\*\*. As used in this standard, "EPB2B" or "Experienced a Problem in the Bottom two Box" is described on the US Franchising Website.

\* Restaurants that were purchased in the last two calendar years and non-traditional sites are excluded.

\*\* For 2023, the data assessment will be completed by January 31, 2023, based on the calendar year 2022 and will be in place through January of the following year.

## Acquisition Submission

Owner/Operators who are Qualified to Buy as of the time he/she/they wish to acquire additional restaurants must submit a Business Acquisition Plan at least 10 days in advance of providing a contract to acquire the restaurant(s). The Business Acquisition Plan will address the proposed buyer's plans and intentions for the acquisition restaurant(s) including, but not limited to, how the proposed buyer intends to meet the NFS in an expanded organization going forward. The proposed buyer must use McDonald's current Business Acquisition Plan template (found on the US Franchising Website) and submit the plan to their Operations Officer. **Failure to submit a complete Business Acquisition Plan at least 10 days in advance of providing a contract will result in a denial of consent to proceed with the acquisition until completion of the BAP submission process.** Further, the buyer must submit financial projections using the Organization Planning Tool (OPT) when submitting a contract.

In reviewing any request to buy, McDonald's must review and approve the proposed buyer and acquisition as outlined in the assignment provisions of the then-current Franchise Agreement. McDonald's will evaluate, among other things and by way of illustration only, an Owner/Operator's: (i) work experience and aptitude, (ii) financial background, (iii) character, (iv) ability to personally devote full time and best efforts to managing the restaurant(s), (v) residence in the locality of the restaurant(s), (vi) equity interest in the restaurant(s), (vii) conflicting interests, and (viii) such other criteria and conditions as McDonald's shall apply in the case of an application for a new franchise to operate a McDonald's restaurant. McDonald's will also evaluate whether the organization is in compliance with the Franchise Agreement(s) and meets the NFS. Finally, McDonald's will consider whether the proposed acquisition meets McDonald's financial screens and lending guidelines. Based upon these considerations, our ongoing business relationship with our Owner/Operators, as well as knowledge and experience with their restaurants, McDonald's will determine whether to approve an Owner/Operator's request to acquire additional restaurants. **McDonald's will deny consent to any proposed acquisition that does not meet, to McDonald's satisfaction, the above criteria.**

**McDonald's may also make exceptions as it deems appropriate in its business judgment.**

**CONFIDENTIAL AND PROPRIETARY INFORMATION: The material contained herein is intended for the exclusive System-related use of (1) independent owner/operators and their advisors and employees who have access and (2) corporate employees of McDonald's USA, LLC. None of the materials or information contained herein may be reproduced, copied, or shared by any means without the specific written authorization of McDonald's USA, LLC. McDonald's reserves the right to take appropriate action in the event of misuse or disclosure of confidential and proprietary information.**

## EXHIBIT M

### NEW TERM OFFER LETTER

PERSONAL & CONFIDENTIAL/VIA PARTNERS MAIL

RE: McDonald's Restaurant

L/C:  
(the "Restaurant")

(Approved Operator(s) on Franchise):

As you know, your franchise for the Restaurant expires on (Expiration Date).

#### OFFER OF A NEW TERM FRANCHISE

The Vice President of the Field Office has recommended that you be offered a new term franchise for the Restaurant. Members of the New Term Committee have reviewed the recommendation, including your compliance with the National Franchising Standards and Franchise Agreement and your contributions to the System.

Based on this information, the New Term Committee has approved the offer of a new term franchise to you upon the expiration of the existing franchise, subject to your continued compliance with the National Franchising Standards and Franchise Agreement throughout the remainder of the term of the existing franchise.

#### FEES AND TERMS

The new term franchise documents, including Franchise Agreement and Operator's Lease, will be those in use at the time the new franchise begins.

The terms of the new franchise are as follows:

INITIAL FEE:	Initial fee in effect at the time the new term franchise begins
SERVICE FEE:	Service fee in effect at the time the new term franchise begins
FRANCHISE TERM:	Term will be consistent with McDonald's real estate tenure but not beyond 20 years
RENT:	Rent will be calculated in accordance with McDonald's new term rent policy in effect at the time the new term franchise begins.

#### NEW TERM FRANCHISE OWNERSHIP

The new franchise will be granted to (Approved Operator(s) on Franchise), individually. (Approved Operator(s) on Franchise) will be required to personally devote full time and best efforts to the operation of the Restaurant business and will be the "approved operator(s)" of the Restaurant. This offer may not be accepted by any other person or entity or transferred by assignment, will, or operation of law, without the prior written consent of McDonald's.

Please note the franchise is issued to you individually. If you want to operate the restaurant business using an operating entity, you need to request an assignment of the franchise to your operating entity, including the name of your operating entity and the percentage breakdown of its equity ownership. McDonald's USA, LLC must approve any assignment of the franchise, which will *not* release you from any obligations under the franchise. For further information, refer to the *Basic Estate and Business Planning Booklet* on the Franchising page in @mcd.com (under Key Documents). You may wish to consult with your attorney regarding the advantages and disadvantages of forming an operating entity.

**INITIAL FEE**

The initial fee will be due in full at the beginning of the new term franchise. The initial fee charged will be that in effect at the time the new term franchise begins and may be higher than the \$45,000.00 initial fee currently in effect.

(Paragraphs with specific conditions of the new term offer are inserted here.)

**NEW FRANCHISE DOCUMENTS**

Provided you continue to meet the NFS for the new term franchise, the new franchise documents will be forwarded to you for execution approximately one month before the expiration of your existing franchise.

If you are not interested in receiving a new term franchise for this Restaurant as outlined above, please notify (New Term Manager Name), U.S. Franchising Strategy, at the number shown above within 30 days from the date of this letter.

Sincerely,

McDONALD'S USA, LLC

Brad Bogan  
U.S. Vice President – Franchising Strategy

## EXHIBIT N

### FORM OF FLOATING RATE NOTE

#### PROMISSORY NOTE, SECURITY AGREEMENT AND ACH AUTHORIZATION

This Promissory Note, Security Agreement and ACH Authorization (this “**Note**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by [**Company Name; First M Last, First I Last**] (“**Borrower**”) in favor of Bank of America, N.A., a national banking association, with offices at 100 Federal Street, Boston, MA 02110, Mail Code MA5-100-09-04 , Attn: Dan Robson (“**Lender**”).

#### **PART I: PROMISSORY NOTE**

##### **[FOR PAYMENTS OF PRINCIPAL AND INTEREST - FOR VALUE RECEIVED,**

Borrower (jointly and severally, if more than one signatory) promises to pay to the order of Lender the principal sum of [to be supplied] AND 00/100 DOLLARS (\$ \_\_\_\_\_) in \_\_\_\_\_ more or less equal installments of principal each in the amount of \$ \_\_\_\_\_ (provided that the last installment on \_\_\_\_\_, 20\_\_ shall be in an amount equal to the balance owing hereunder plus interest accrued thereon), plus accrued interest in arrears on the amount outstanding from time to time from the date hereof until paid at the per annum rate equal to the Term SOFR Rate (as defined below) **plus** the SOFR Adjustment (as defined below), **plus** [two and three quarters percent (2.75%)] per annum, payable monthly from the date funds are first advanced hereunder, commencing on \_\_\_\_\_, 20\_\_ and on each Payment Date thereafter.]

##### **[FOR PAYMENTS OF INTEREST ONLY – FOR VALUE RECEIVED, Borrower (jointly**

and severally, if more than one signatory) promises to pay to the order of Lender the principal sum of [to be supplied] AND 00/100 DOLLARS (\$ \_\_\_\_\_) on \_\_\_\_\_, 20\_\_ plus interest at the per annum rate equal to the Term SOFR Rate (as defined below) **plus** the SOFR Adjustment (as defined below), **plus** [two and three quarters percent (2.75%)] per annum, payable monthly from the date funds are first advanced hereunder, commencing on \_\_\_\_\_, 20\_\_ and on each Payment Date thereafter.]

“**Business Day**” shall mean any day other than a Saturday, Sunday, or other day on which commercial banks in Chicago, Illinois are authorized or required to close under the laws of the State of Illinois, or federal laws.

“**Calculation Period**” shall mean the period from, and including, the Effective Date to, but not including, the first Payment Date; and thereafter, for each successive period, the period from, and including, a Payment Date to, but not including, the next succeeding Payment Date.

“**CME**” means CME Group Benchmark Administration Limited.

“**Conforming Changes**” means, with respect to the use, administration of or any conventions associated with Term SOFR, any conforming changes to the definitions of “SOFR”, “Term SOFR Rate,” “Term SOFR Screen Rate,” and “Payment Date,” timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of “Business Day” and “U.S. Government Securities Business Day”, timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Lender, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Lender determines is reasonably necessary in connection with the administration of this Note and any other related document).

“**Credit Facilities**” shall mean all extensions of credit from Lender to Borrower, now existing or hereafter arising.

“**Effective Date**” shall mean the date of this Note.

“**McDonald’s**” shall mean McDonald’s Corporation, a Delaware corporation.



“**Payment Date**” shall mean the 18<sup>th</sup> day of each month, or if such day is not a Business Day, the next succeeding day that is a Business Day; provided that the final Payment Date shall be the date of maturity of this Note.

“**Prime Rate**” shall mean such rate as announced from time to time by Lender as its Prime Rate, changes in which rate shall take effect at the opening of business on the day specified in the public announcement of such change. The “Prime Rate” is a rate set by Lender based upon various factors including Lender’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate.

“**SOFR**” means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

“**SOFR Adjustment**” means 0.11448% (11.448 basis points).

“**Term SOFR Rate**” shall mean, with respect to each Calculation Period, a rate of interest equal to the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the relevant Payment Date for a one-month term; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR Rate means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto. If such rate is not available at such time for any reason, or adverse or unusual conditions, or changes, in the applicable law relating to the relevant interbank market make it illegal or, in the reasonable judgment of Lender, impracticable to fund therein, or if it shall become unlawful for Lender to charge interest on a Term SOFR Rate basis, then the rate for that Calculation Period, and for so long as the conditions referred to in this sentence shall continue, will be determined by such alternate method as is reasonably selected by the Lender after notice of such rate is given to McDonald’s and the Borrower. Notwithstanding anything else herein to the contrary, if at any time the Term SOFR Rate is less than zero (0%), such rate shall be deemed to be zero percent (0%) for the purposes of this Note.

“**Term SOFR Screen Rate**” means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Lender) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Lender from time to time).

“**U.S. Government Securities Business Day**” means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of Illinois, as applicable.

With respect to the Term SOFR Rate, the Lender will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other document executed in connection herewith, any amendments implementing such Conforming Changes will become effective without any further action or consent of the Borrower or any other party; provided that, with respect to any such amendment effected, the Lender shall post each such amendment implementing such Conforming Changes to McDonald’s and the Borrower reasonably promptly after such amendment becomes effective.

Payments of principal and interest shall be made to Lender at 100 Federal Street, Boston, MA 02110, Mail Code MA5-100-09-04, or at such other place as Lender or any subsequent holder of this Note from time to time directs in writing. Payments shall be by pre-authorized debits to Borrower’s account pursuant to Part III hereof or such other method for payment designated by Lender from time to time including, but not limited to, preauthorized debits to an alternate account identified by Borrower. Payments received shall be first applied to fees and expenses, if any, then to accrued interest, and the balance to principal. All interest shall be calculated in arrears for the actual number of days elapsed based on a 360-day year.

Borrower may prepay the whole or any part of the unpaid balance of principal and accrued interest under this Note on any date, without penalty or fee, on notice to Lender delivered not less than five (5) Business Days in advance of such date.

**[FOR USE WITH NOTES SUBJECT TO A PRIOR LENDER’S SUBORDINATION AGREEMENT]** This Note is subject to the terms of that certain Subordination Agreement among [Senior Lender], Borrower, Lender and McDonald’s dated concurrently herewith.

THE FAILURE OR FORBEARANCE OF LENDER OR ANY OTHER HOLDER OF THIS NOTE FOR ANY PERIOD OF TIME TO EXERCISE ANY RIGHT HEREUNDER, OR OTHERWISE GRANTED BY LAW OR ANOTHER AGREEMENT, SHALL NOT AFFECT

OR RELEASE THE LIABILITY OF BORROWER OR ANY OTHER OBLIGOR HEREUNDER, AND SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT UNLESS SO STATED BY LENDER OR SUCH OTHER HOLDER IN WRITING. Borrower agrees that

Lender or any other holder shall have no responsibility for the collection or protection of any property securing this Note and may waive its rights with respect to any property or indebtedness. Borrower hereby waives (i) presentment of payment, notice

of nonpayment, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and (ii) the benefits of any law providing that the release of any one of any obligors for this Note releases all others otherwise liable for obligations outstanding hereunder.

Borrower agrees to pay reasonable and documented expenses of Lender, including reasonable fees of outside counsel, in connection with the preparation, execution and delivery of this Note and any related document prepared for Lender, or any amendments, modifications or waivers of the provisions hereof or thereof. The foregoing fees may be paid from the proceeds of this Note. Furthermore, Borrower agrees to pay the reasonable and documented costs of Lender relating to the collection or enforcement of this Note or any related document, including reasonable fees of outside counsel.

This Note is secured by the Collateral, as defined in Part II herein. Borrower shall pay, or reimburse Lender, for any and all filing costs, documentary stamps, intangibles taxes, conveyance or transfer taxes and/or similar fees or taxes required to be paid in connection with this Note, in order to effectuate the filing of financing statements and/or security agreements allowing Lender to perfect its security for this Note.

All payments not made when due shall bear interest from the date each payment is due until the date payment is received by Lender, at Lender's option, at the Prime Rate, plus an additional two percent (2.0%) per annum. Irrespective of the exercise or nonexercise of the foregoing option, in the event that any payment herein provided for shall become overdue for more than thirty (30) days, a "late charge" of three percent (3%) of the overdue payment shall, at Lender's option, become immediately due and payable to Lender as liquidated damages for failure to make prompt payment, and the same shall be secured by this Note, provided that Lender provided Borrower and Guarantor with written notice of such missed payment in the manner provided for in Part III, Section 6.2 of this Note within fifteen (15) days of such missed payment being due.

Lender shall provide Borrower with the following notifications regarding any missed payments: (a) as discussed above, written notice of such missed payment in the manner provided for in Part III, Section 6.2 of this Note within fifteen (15) days of such missed payment being due; (b) a phone call to Borrower within fifteen (15) days after such missed payment was due; (c) a regular monthly bill for principal and interest that includes the missed payment from the prior period and any interest accrued thirty (30) days after such missed payment was due (or on such schedule as is in accordance with the Lender's customary billing processes); and (d) a default notice on or after the date sixty (60) days after such missed payment was due. Lender's failure to provide Borrower with such notifications within the aforesaid timeframes does not constitute a waiver of Lender's right to collect interest at the rate described in the preceding paragraph or otherwise impair any of the Lender's rights or remedies hereunder or under applicable law, provided that Lender shall not exercise remedies hereunder until Lender provides Borrower with all such notifications.

This Note and any other indebtedness of Borrower to Lender, whether now existing or hereafter arising, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity of the indebtedness evidenced hereby or

otherwise, shall the amount paid or agreed to be paid to Lender for the use or the forbearance of the indebtedness hereunder exceed the maximum permissible rate under applicable law ("**Maximum Rate**"). As used herein, the term "applicable law" shall mean the law in effect as of the date of this Note, provided however that in the event there is a change in the applicable law which results in a higher permissible rate of interest, then this Note shall be governed by such new law as of its effective date. If due to any circumstance whatsoever, fulfillment of any provisions of this Note at the time performance of such provision shall be due shall exceed the Maximum Rate, then, automatically, the obligation to be fulfilled shall be modified or reduced to the extent necessary to limit such interest to the Maximum Rate. If Lender should ever receive anything of value deemed interest by applicable law which would exceed the Maximum Rate, such excess shall be applied to the reduction of principal then outstanding and not to the payment of interest, or, if such excess exceeds the principal then outstanding, such excess shall be repaid to Borrower.

Borrower understands and agrees that in making the loan evidenced by this Note, Lender and McDonald's have agreed on certain matters with respect to such loan. Borrower further understands that McDonald's has executed a guaranty ("**Guaranty**") which guaranties Borrower's obligations under this Note and that in connection with the Guaranty, McDonald's will receive a Guaranty fee to be paid by Lender. Lender may, and Borrower hereby authorizes Lender to, release to McDonald's such information about Borrower and the loan evidenced hereby as Lender deems necessary or appropriate, including without limitation, Borrower's financial statements and any information relating to Borrower's performance under this Note. McDonald's may release to Lender such information about Borrower or Borrower's affiliates and the Franchise (as hereinafter defined) or any other McDonald's franchise Borrower or Borrower's affiliates may own and operate. Lender may also condition its agreement to any waiver, modification or amendment with respect to this Note on obtaining McDonald's prior written consent. Lender may, without incurring any liability to Borrower, notify McDonald's of any Event of Default, as defined below, under this Note prior to notifying Borrower. McDonald's may, without incurring any liability to Borrower, notify Lender of any breach of the Franchise, prior to notifying Borrower. Lender shall not have any liability to Borrower as a result of any action taken or not taken by Lender with respect to the loan evidenced by this Note in accordance with the written instructions of a duly authorized officer, employee or agent of McDonald's. Borrower acknowledges that Lender's rights under Section 6.1 below shall include without limitation Lender's right to assign this Note to McDonald's at any time, whether or not there has occurred an Event of Default hereunder.

## **PART II: SECURITY AGREEMENT**

All terms used and not otherwise defined in this Note shall have the meanings ascribed to such terms in the Uniform Commercial Code as adopted, and in effect from time to time, by the State of Illinois (the “UCC”). However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. For purposes of this Note, “**Obligations**” means all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by Borrower or any affiliate of Borrower to Lender at any time, each of every kind, nature and description, whether arising under this Note or otherwise, direct or indirect (that is, whether the same are due directly or indirectly to Lender as endorser or guarantor, or as obligor of obligations due to third persons which have been endorsed or assigned to Lender, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or acquired, and shall also include all principal, interest and other charges due from Borrower or any affiliate of Borrower to Lender and all costs and expenses referred to in this Note and any interest, premium, fees, and other income accruing after the commencement of any proceeding or case commenced by or against the Borrower or any such affiliate under any bankruptcy, insolvency or other debtor relief laws, whether or not allowed under any such proceeding or case.

For value received, Borrower hereby grants to Lender a security interest in the Collateral as described below. This security interest is granted to secure payment of the Obligations on the following terms and conditions:

### 1. Collateral.

1.1 Security Interest Grant. Borrower hereby grants to Lender, to secure the payment and performance in full of all of the Obligations, a security interest in and pledges and assigns to Lender the following properties, assets and rights of Borrower, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the “**Collateral**”): all personal and moveable property of every kind and nature including, without limitation, all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles). The Collateral does not include Borrower’s right, title and interest in the Franchise, as defined below.

1.2 Location/Purpose. The Collateral will be kept at and used in the operation of the McDonald’s restaurant businesses located at [insert addresses of restaurants where collateral is located]. These restaurant businesses, together with the License Agreement or Franchise Agreement and the Operator’s Lease and any assignments pertaining thereto, will be referred to collectively as the “**Franchise**”. Borrower agrees not to remove the Collateral from the Franchise premises except for purposes of repair or replacement in the normal course of business. In no event, however, will any such repair or replacement impair the value of the Collateral.

1.3 Inspection/Records. Upon reasonable notice and at any reasonable time prior to an Event of Default as defined herein (and, after Event of Default, without notice and at any time), Borrower will allow Lender to inspect the Collateral. Borrower will keep accurate and complete records identifying the Collateral which will be available to Lender upon request.

1.4 Maintenance. Borrower will maintain the Collateral in good condition; will repair or replace it, if necessary; and in general, deal with the Collateral in a manner that is considered good practice for a McDonald’s restaurant business. Borrower will not knowingly use the Collateral in violation of any law, statute, ordinance or government regulation and will be responsible for payment of any taxes and/or assessments that may be imposed on the Collateral.

1.5 Insurance. Borrower agrees to maintain insurance on the Collateral with a responsible company in such amounts and against such risks and hazards as are normally insured against by similar McDonald’s restaurant businesses. Lender shall be named as an additional insured, or, alternatively, as loss payee under a lender loss payable endorsement in favor of Lender. Upon request, Borrower shall provide Lender with satisfactory evidence of insurance coverage.

1.6 Reimbursement of Lender. At its option, Lender may discharge taxes and other liens at any time levied or placed on the Collateral, and place and pay for insurance thereon. Borrower agrees to reimburse Lender on demand for any and all expenditures so made, and until paid the amount thereof shall be a debt secured by the Collateral. Lender shall have no obligation to Borrower to make any such expenditures, nor shall the making thereof relieve Borrower of any default.

### 2. Warranties, Representations and Covenants of Borrower.

2.1 Representations and Warranties. Borrower warrants and represents to Lender that the following are true and correct on the date of this Note:

(a) Authorization. Borrower has full power and authority to enter into this Note which is a legal and binding obligation of Borrower and enforceable in accordance with its terms.

(b) Independent Legal Advice. Borrower has had a reasonable opportunity to consult with its own independently selected legal counsel concerning the meaning and terms of this Note and the consequences of entering into it. Borrower is entering into this Note freely, based on its own business judgment and is not relying on any representations or warranties by Lender or McDonald's except as specifically set forth in this Note.

(c) No Breach of Other Agreements. The execution and performance of this Note have been duly authorized by appropriate corporate or other organizational action, if necessary, and do not violate any material provision of any agreement of which Borrower is a party.

(d) Purpose of Loan. This Note is issued in connection with a commercial transaction in which credit is being extended for general business purposes, including but not limited to (i) purchasing a building and any site and other improvements relating thereto which is used to operate a McDonald's restaurant, (ii) purchasing furniture, fixtures and equipment for the Franchise, (iii) financing the business of the Franchise, or (iv) refinancing any existing indebtedness incurred for any of the foregoing purposes. No portion of any proceeds of any advances made hereunder will be used for personal, family or household purposes.

2.2 Affirmative Covenants. The Borrower shall:

(a) Existence. Maintain its existence and business operations as presently in effect in accordance with all applicable laws and regulations, pay its debts and obligations when due under normal terms, and pay on or before their due date, all taxes, assessments, fees and other governmental monetary obligations, except as taxes, assessments, fees and other governmental monetary obligations may be contested in good faith if they have been properly reflected on its books and, at the Lender's request, adequate funds or security has been pledged to insure payment.

(b) Financial Records. Maintain proper books and records of account, in accordance with generally accepted accounting principles, and consistent with financial statements previously submitted to the Lender.

(c) Notices of Claims, Litigation, Defaults, etc. Promptly inform the Lender in writing of (1) all existing and all threatened litigation, claims, investigations, administrative proceedings and similar actions affecting the Borrower which could materially affect the financial condition of the Borrower; (2) the occurrence of any default hereunder or other event which gives rise to the Lender's option to terminate any of the Credit Facilities; (3) any additions to or changes in the locations of Borrower's McDonald's restaurant businesses; and (4) any alleged breach of any provision of this agreement or of any other agreement related to the Credit Facilities by the Lender.

(d) Additional Information. Furnish such additional information and statements as Lender may request, from time to time.

(e) Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request.

(f) Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party.

(g) Title to Assets and Property. Maintain good and marketable title to all of Borrower's assets and properties that are Collateral hereunder.

(h) Further Assurances. Deliver to Lender any additional documents that may reasonably be required to perfect the security interest granted herein. In addition, Borrower will execute and deliver to Lender any additional documents or writings and do all things requested by Lender to effectuate the provisions and intent of this Note, to correct any inaccurate information reflected herein (e.g., borrower's name and address), or to comply with applicable laws.

2.3 Negative Covenants. Without the written consent of the Lender the Borrower will not:

(a) Sale of Collateral. Sell or otherwise transfer the Collateral. Borrower shall be permitted to sell or otherwise dispose of Collateral in the ordinary course of business or when obsolete, worn out, inadequate or unnecessary for use in the operation of the Franchise, but only upon substituting other Collateral of equivalent value and utility.

(b) Debt. Incur, or permit to remain outstanding any debt except debt reflected in the latest financial statement of the Borrower furnished to the Lender prior to execution of this Note and not to be paid with proceeds of borrowings under the Credit Facilities.

For purposes of this covenant, the sale of any accounts receivable is the incurring of debt for borrowed money.

(c) Guaranties. Guarantee or otherwise become or remain secondarily liable on the undertaking of another, except for endorsement of drafts for deposit and collection in the ordinary course of business.

(d) Liens. Create or permit to exist any lien on any of its property, real or personal, except: liens existing on the date of this Note and known to the Lender; liens to the Lender; liens incurred in the ordinary course of business securing current nondelinquent liabilities for taxes, tax liens being actively contested in good faith, worker's compensation, unemployment insurance, social security and pension liabilities.

(e) Continuity of Operations. (1) Engage in any business activities substantially different from those in which Borrower is presently engaged; (2) permanently cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve; or (3) enter into any arrangement with any person providing for the leasing by the Borrower to any subsidiary of real or personal property which has been sold or transferred by the Borrower or subsidiary to such person.

(f) Limitation on Negative Pledge Clauses. Enter into any agreement with any person other than Lender which prohibits or limits the ability of the Borrower or any of its subsidiaries to create or permit to exist any lien on any of its property, assets or revenues, whether now owned or hereafter acquired.

(g) Conflicting Agreements. Enter into any agreement containing any provision which would be violated or breached by the performance of Borrower's obligations under this agreement.

(h) Change of Control. Permit a Change of Control to occur. Change of Control means the occurrence of any of the following events: \_\_\_\_\_ shall (i) cease to own and control 100% of the outstanding capital stock and membership units of each Borrower, (ii) cease to possess the right to elect (through contract, ownership of voting securities or otherwise) at all times a majority of the board of directors (or similar governing body) of each Borrower, or (iii) cease to have the authority to direct the management policies and decisions of each Borrower.

3. Events of Default. Upon the occurrence of any of the following events ("**Event of Default**"), at the option of Lender, or automatically without notice or any other action upon the occurrence of any event specified in Sections 3.4 or 3.5 below, the unpaid principal amount of this Note together with accrued interest and all other obligations owing by Borrower to Lender shall become immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower:

3.1 Borrower shall fail to maintain sufficient funds in any automated clearing house deposit account ("**ACH**") to enable payment, or shall otherwise fail to make payment, of any installment of principal and/or interest or other amounts due and payable under this Note and such default remains uncured after the expiration of ten (10) days from receipt of notice of such default.

3.2 Any warranty or representation made by Borrower in this Note or any other writing delivered to Lender proves to have been false or inaccurate in any material respect when made. Borrower fails to perform or breaches any negative covenant or other material provision or covenant of this Note, and such failure or breach (with the exception of Sections 2.2(a) and 2.3 herein as to which such failure or breach shall constitute an immediate default hereunder) is not cured by Borrower or waived in writing by Lender within ten (10) days after receipt by Borrower of written notice from Lender identifying the non-performance or breach.

3.3 Borrower violates any of the covenants or agreements contained in the Franchise.

3.4 The filing of any petition or the commencement of any proceeding by Borrower for relief under bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension.

3.5 The filing of any petition or the commencement of any involuntary proceeding against Borrower for relief under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension.

Borrower hereby acknowledges and agrees that a default in the payment or performance of the obligations under this Note shall be deemed a material breach under the Franchise, allowing McDonald's to exercise all of its rights and remedies pursuant to said Franchise.

4. Remedies with Respect to Collateral. Upon the occurrence of an Event of Default, Lender may exercise the following remedies, at its option, and demand and notice are waived by Borrower.

4.1 Possession. Lender shall have the right to take possession of the Collateral in accordance with all applicable local and federal laws.

4.2 Collateral. Lender may sell any or all of the Collateral at public or private sale, provided that, except for sales to persons approved by McDonald's, prior to such a sale, Lender agrees to remove from the Collateral all trademark identification and all other identification of McDonald's, its subsidiaries and affiliates. The method, manner, time, place and terms of a sale pursuant to this section shall be commercially reasonable and shall be specified in a written notice from Lender to be received by Borrower at least five (5) days prior to such sale. Any proceeds from such a sale shall be applied by Lender to Borrower's obligations under this Note. The balance, if any, shall be returned to Borrower. Borrower shall remain liable for any deficiency.

4.3 Other Remedies. In addition, Lender shall have all rights and remedies available at law or in equity, all of which shall be cumulative

5. Reporting Requirements. Borrower shall furnish to Lender:

5.1 Financial Statements. As soon as available, and in any event within forty- five (45) days after the close of each fiscal quarter of Borrower, and at such other intervals as Lender may request from time to time, the balance sheets, income statements, and statements of cash flow of Borrower prepared by Borrower's independent accountants, which, if requested by Lender, shall be on a consolidating and consolidated basis and/or audited by certified public accountants satisfactory to Lender, together with an unqualified opinion by such certified public accountants regarding such statements

6. Miscellaneous.

6.1 Successors and Assigns. This Note is binding upon and shall inure to the benefit of Borrower and Lender and their respective legal representatives, assigns and successors; *provided*, that Borrower shall have no right to assign its rights or obligations hereunder without the prior written consent of Lender and McDonald's; and *provided* further, that Lender may sell, assign, transfer, or grant participations, in whole or in part, in this Note without the prior written consent of Borrower (*provided*, however, that such sale, assign, transfer, or grant of participation has previously been approved by McDonald's), and Borrower agrees that any such purchaser, assignee, transferee, or grantee shall be entitled to all rights, remedies and benefits of Lender in, to, and under this Note, and such purchaser, assignee, transferee, or grantee shall be and become the "Lender" hereunder for all purposes of this Note.

6.2 Notice. Any notice required to be given under this Note shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid. Notice to Borrower shall be addressed to: \_\_\_\_\_, with a copy to McDonald's Corporation, 110 North Carpenter Street, Dept. 200, Chicago, Illinois 60607 Attention: Treasurer. Notice to Lender shall be addressed to Bank of America, N.A., 100 Federal Street, Boston, MA 02110, U.S.A., Mail Code MA5-100-09-04, Attention: Dan Robson.

6.3 Severability. The provisions of this Note are severable, and if any provision of this Note shall be determined by a court of competent jurisdiction to be unenforceable such determination shall not affect the validity of any other provision of this Note.

6.4 Waiver. Lender's failure or delay in exercising any right, power, or privilege under this Note shall not preclude its exercise of any other or further right, power or privilege under this Note. Lender's waiver of any right, power,

privilege, or default under this Note shall neither constitute a waiver of any right, power, privilege, or default, nor shall it constitute a waiver of any future default of the same or of any other term of this Note. All rights and remedies in this Note are cumulative and not exclusive of any other legal rights or remedies. No waiver of Borrower's breach of any term or condition of this Note shall be effective unless in a writing signed by a duly authorized representative of Lender.

6.5 Governing Law. Borrower hereby acknowledges and agrees that this Note and the obligations hereunder are to be governed by and under the internal laws of the State of Illinois, without regard to its conflicts of law rules. Borrower agrees that any suit for the enforcement of this Note may be brought in the courts of the State of Illinois or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Borrower by mail at Borrower's address specified herein. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

6.6 Section Headings. The various headings used in this Note are inserted for convenience only and shall not affect the meaning or interpretations of this Note or any provision hereof.

6.7 Agency. Borrower acknowledges and agrees that all of the rights and remedies which may be exercised by Lender under this Note, and all demands and notices which may be given by Lender under this Note, may be exercised and/or given (as the case may be) by an agent appointed by Lender for such purposes and identified to Borrower in writing by Lender from time to time.

6.8 Waivers, Amendments, Discharges. No provision or term of this Note may be waived, amended or otherwise modified except by an agreement in writing signed by Lender in the case of a waiver, and, in the case of an amendment or other modification, by Lender and Borrower, and, in each case, consented to in writing by McDonald's, and any oral waiver, amendment or modification of any provision or term hereof shall be without authority and of no force and effect. Any such waiver, amendment or modification shall be effective only in the specific instances and for the purposes and to the extent therein specified.

6.9 Electronic Execution; Counterparts. This Note, any related document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Borrower and the Lender agree that any Electronic Signature on or associated with any Communication shall be valid and binding on such entity to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature will constitute the legal, valid and binding obligation of such entity enforceable against such entity in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Lender and the Borrower may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("**Electronic Copy**"), which shall be deemed created in the ordinary course of such entity's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Lender is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Lender pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Lender has agreed to accept such Electronic Signature, the Lender shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Borrower without further verification and (b) upon the request of the Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "**Electronic Record**" and "**Electronic Signature**" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time, and "**Communication**" means this Note, any related loan document and any document, any amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Note and any related loan document. The Lender shall not be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of this Note or any related loan document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Lender's reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Lender shall be entitled to rely on, and shall incur no liability under or in respect of this Note or any other related loan document by acting upon, any Communication (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution or signed using an Electronic Signature) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such person or entity in fact meets the requirements set forth in the loan documents for being the maker thereof). The Borrower hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Note or any other related loan document based solely on the lack of paper original copies of this Note or such other loan document and (ii) waives any claim against the Lender for any liabilities arising solely from the Lender's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Borrower or Lender to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

6.10 JURY WAIVER. EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY WAIVES TRIAL BY JURY AND AGREES THAT NEITHER, INCLUDING ANY ASSIGNEE OR SUCCESSOR, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS NOTE AND OTHER RELATED AGREEMENTS, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NEITHER BORROWER NOR LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.



**PART III: AUTHORIZATION FOR ACH DRAFTING OF LOAN PAYMENTS**

Borrower hereby authorizes Lender, or any agent of Lender, to debit the bank account described below on each Payment Date for regularly scheduled monthly payments of principal and accrued interest and all other amounts due under this Note. Borrower agrees that such account will have sufficient funds to cover such debits and that any disputes over the sufficiency of such funds will be resolved strictly between Borrower and the depository institution maintaining such account.

Please debit the following account (choose one): \_\_\_\_\_ Checking Account      \_\_\_\_ Savings

Account Bank Name: \_\_\_\_\_  
\_\_\_\_\_

Bank Location (City, State):  
\_\_\_\_\_

Routing and Transit Number:  
\_\_\_\_\_

Bank Account Number:  
\_\_\_\_\_

(Attached is a voided check verifying the Borrower’s bank’s routing number and the account number)

Debits to the above account will be made on each Payment Date.

THE BORROWER UNDERSTANDS AND ACKNOWLEDGES THAT IT MUST REMIT PAYMENTS UNTIL WRITTEN CONFIRMATION OF THE COMMENCEMENT OF AUTOMATIC DEBITS IS RECEIVED FROM LENDER.

IN WITNESS WHEREOF, this Note has been executed and delivered by Borrower as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

BORROWER:

\_\_\_\_\_

Print Name:

\_\_\_\_\_  
\_\_\_\_\_

## OPERATOR ASSISTANCE PROGRAM AGREEMENT

This Operator Assistance Program Agreement (the “Agreement”), entered into the year and date indicated below, is between McDonald’s USA, LLC and **ENTER NAME** and **ENTER NAME** (collectively “Operator”), and the legal entities listed on the signature block of this Agreement (collectively with Operator the “Franchisee”), in reference to the Loan (as hereinafter defined) made by Bank of America, NA, its subsidiaries or affiliates (“Lender”) to Franchisee.

### AGREEMENTS

1. Promissory Note. The Lender has concurrently made a loan (the “Loan”) to the Franchisee, pursuant to a Promissory Note, Security Agreement and ACH Authorization (collectively, the “Note”). Franchisee understands that McDonald’s Corporation has executed a guaranty as described in Section 2 below (the “Guaranty”). This Agreement will be effective and enforceable between the parties on the later of (i) the date of last execution of this Agreement, or (ii) the Effective Date of the Note.

2. McDonald’s Obligations. Pursuant to the terms of the Guaranty, McDonald’s Corporation (together with McDonald’s USA, LLC, “McDonald’s”) has guaranteed to the Lender the payment and performance obligations of Franchisee under the Note.

3. Reimbursement. Franchisee shall reimburse McDonald’s for any amounts paid by McDonald’s to Lender pursuant to the Guaranty (such reimbursement amounts owed by Franchisee to McDonald’s being the “OAP Amounts”). Franchisee shall make payment to McDonald’s of the OAP Amounts within thirty (30) days of McDonald’s making any such payment to Lender. Franchisee hereby waives presentment, demand, protest, notice of protest and dishonor.

4. Notice. Any notice required to be given under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid. Notice to Franchisee and McDonald’s shall be addressed as set forth in the Franchise, with a copy to Lender at: Bank of America, 100 Federal St., Boston, MA 02360, Mail Code: MA5 100-09-04.

5. Assignment. This Agreement is binding upon and shall inure to the benefit of Franchisee and McDonald’s and their respective legal representatives, assigns and successors; however, Franchisee shall have no right to assign this Agreement without the prior written consent of McDonald’s.

6. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable such determination shall not affect the validity of any other provision of this Agreement.

7. Waiver. McDonald’s failure or delay in exercising any right, power, or privilege under this Agreement shall not preclude its exercise of any other or further right, power or privilege under this Agreement. McDonald’s waiver of any right, power, privilege, or default under this Agreement shall neither constitute a waiver of any right, power, privilege, or default, nor shall it constitute a waiver of any future default of the same or of any other term of this Agreement. All rights and remedies in this Agreement are cumulative and not exclusive of any other legal rights or remedies. No alleged waiver of Franchisee’s breach of any term or condition of this Agreement shall be effective unless in writing signed by a duly authorized representative of McDonald’s.

8. Release. Franchisee fully, irrevocably and absolutely releases and forever discharges McDonald’s from any and all claims, demands, suits, damages, losses, liabilities and causes of action or obligations of every kind, character or nature whatsoever, in law or in equity, known or unknown, suspected or unsuspected, fixed or contingent, pending or not pending, liquidated or unliquidated, that arose out of any actions, omissions, or events occurring in whole or in part prior to the execution of this Agreement, including, but not in any way limited to, losses, liabilities, claims (including but not limited to, by way of example only,

those for fraud, misrepresentation, breach of warranty), and causes of action arising from or in any way relating to this Agreement whether in writing or made through any alleged course of conduct, course of dealing, statements or actions of either McDonald's or Franchisee.

9. Covenants. From the effective date of this Agreement until the termination of this Agreement pursuant to Section 14, Franchisee hereby covenants and agrees that: (i) Franchisee will not incur any secured or unsecured debt (other than normal trade debt/payables incurred in the ordinary course of business) or act as guarantor for any debt of others, without the prior written approval of McDonald's, in its sole discretion, (ii) Franchisee will not lend money to any third party (including without limitation any member, partner, owner or shareholder of Franchisee) without the prior written approval of McDonald's, in its sole discretion, (iii) Franchisee will pay all amounts due and owing under the Note on time, in accordance with its terms, (iv) Franchisee shall immediately notify McDonald's, in writing, of any defaults by Franchisee under the Note and provide McDonald's with copies of any default notices issued to Franchisee by Lender, and (v) Franchisee will maintain all excess cash in the business in order to accumulate funds to retire the Note on or before its maturity date, provided, that, Franchisee may (A) make reasonable compensation distributions/draws to Operator, and/or (B) make distributions/draws necessary to satisfy Operator's Federal and state income tax obligations.

10. Default; Remedies. If Franchisee (i) fails to perform any of its covenants herein, including without limitation, the covenants contained in Sections 3 or 9, or (ii) breaches any of its representations or warranties herein, including without limitation the representations and warranties contained in Section 13, then Franchisee shall be in default under this Agreement (in each case, an "Event of Default").

If the Event of Default is based upon either (i) Franchisee's failure to make timely payment of any OAP Amounts in accordance with Section 3 herein, or (ii) Franchisee's failure to pay all amounts due and owing under the Note on time, in accordance with its terms, in accordance with Section 9(iii) herein, then such Event of Default shall immediately constitute a material breach of the Franchise (as such term is defined in the Note), entitling McDonald's to exercise all of its rights and remedies as set forth in the Franchise, including, but not limited to, the right to terminate the Franchise.

In the case of all other Events of Default, McDonald's may provide written notice to Franchisee of such Event of Default, and Franchisee shall, within sixty (60) days of receiving such written notice, obtain traditional financing and/or utilize cash to fully satisfy the outstanding balance on the Note from Lender and all OAP Amounts owed to McDonald's. Failure by Franchisee to fully satisfy the outstanding balance on the Note from Lender and all OAP Amounts due to McDonald's within such 60-day period shall constitute a material breach of the Franchise, entitling McDonald's to exercise all of its rights and remedies as set forth in the Franchise, including, but not limited to, the right to terminate the Franchise.

The rights and remedies of McDonald's stated above are in addition to all other rights and remedies available to McDonald's at law or in equity, all of which shall be cumulative.

11. Cross-Default. Pursuant to the terms of the Note, a default under the Note is a material breach under the terms of the Franchise, entitling McDonald's to exercise all of its rights and remedies as set forth in the Franchise.

12. Termination of Franchise. In the event that the Franchise is terminated for any reason during the term of this Agreement, Franchisee shall, within thirty (30) days of such termination, obtain traditional financing and/or utilize cash to fully satisfy the outstanding balance on the Note from Lender and all OAP Amounts owed to McDonald's.

13. Representations and Warranties. Franchisee hereby represents and warrants to McDonald's that: (i) Franchisee is the sole obligor/maker of the Note, (ii) Franchisee is not in default under the terms and conditions of either the Note or the Franchise as of the date of this Agreement (and no condition exists that, with the giving of notice or passage of time, would constitute a default under the terms and conditions of the Note or the Franchise), (iii) the signatory of this document on behalf of Franchisee represents that he or she

is an officer or director of Franchisee and is duly authorized to execute this document on Franchisee's behalf, and (iv) Franchisee has the full right, power and authority to enter into and perform this Agreement.

14. Termination. This Agreement shall remain in full force and effect from the date hereof until (i) the Guaranty has been released by the Lender and the original returned to McDonald's, and (ii) all of the obligations of Franchisee under this Agreement then outstanding, including the reimbursement by Franchisee of all OAP Amounts, have been paid. If any payments hereunder to McDonald's by Franchisee should for any reason be voidable or recoverable, in whole or in part, or McDonald's is required for any reason to refund or restore any payment, or any portion thereof, then Franchisee hereby agrees that as to any such payment and all costs and expenses (including attorneys' fees) of McDonald's related thereto, Franchisee's liability hereunder shall be reinstated, regardless of whether or not this Agreement has been previously terminated pursuant to the first sentence of this Section.

15. Governing Law. Franchisee hereby acknowledges and agrees that this Agreement and the obligations hereunder are to be governed by and under the internal laws of the State of Illinois, without regard to its conflicts of law rules. Franchisee agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Illinois or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Franchisee by mail at the Franchise restaurant location(s). Franchisee hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

16. Section Headings; Defined Terms. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretations of this Agreement or any provision hereof.

17. Waivers, Amendments, Discharges. No provision or term of this Agreement may be waived, amended or otherwise modified except by an agreement in writing signed by McDonald's in the case of a waiver, and, in the case of an amendment or other modification, by McDonald's and Franchisee, and any oral waiver, amendment or modification of any provision or term hereof shall be without authority and of no force and effect. Any such waiver, amendment or modification shall be effective only in the specific instances and for the purposes and to the extent therein specified.

18. Enforcement Costs. Franchisee shall pay McDonald's immediately and without protest all costs and expenses incurred by McDonald's in exercising and/or enforcing its rights and remedies under this Agreement (including, but without limitation, McDonald's court costs, attorneys' fees, and fees of its financial advisors and consultants, whether incurred in litigation or not).

19. Further Assurances. Franchisee shall execute such documents and take such further actions as may be required by McDonald's to carry out the provisions of this Agreement and the transactions contemplated hereby.

20. Joint and Several Liability. The undersigned entities executing this Agreement as "Franchisee" are jointly and severally liable for all obligations owed to McDonald's under this Agreement.

21. WAIVER OF JURY TRIAL. FRANCHISEE AND McDONALD'S HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO IN CONNECTION HERewith, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. FRANCHISEE AND McDONALD'S REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

22. Electronic Delivery; Counterparts. This Agreement, and any amendments hereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

23. Confidentiality. Franchisee agrees not to disclose, or permit any of his/her trustees, beneficiaries, employees, agents, representatives, family members to disclose, the existence or contents of this Agreement to any third party without the prior written consent of McDonald's. Franchisee further understands that by signing this Agreement, he/she is responsible for advising any trustees, beneficiaries, employees, agents, representatives, family members and any other persons who have a reason to know about the content of this Agreement by virtue of their affiliation with him/her that they are subject to and must abide by the confidentiality obligations in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

Intending to be legally bound, the parties to this Operator Assistance Program Agreement have executed it the year and date written below.

FRANCHISEE(S)

**[INSERT NAMES OF OPERATOR(S) AND  
THEIR LEGAL ENTITIES]**

By: \_\_\_\_\_  
Individually, and on behalf of all legal entities

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

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

Date: \_\_\_\_\_

McDONALD'S USA, LLC

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

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

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

Date: \_\_\_\_\_

## EXHIBIT O

### LIST OF AGENTS FOR SERVICE OF PROCESS

#### ALABAMA

Corporation Service Company, Inc.  
641 South Lawrence Street  
Montgomery, AL 36104

#### ALASKA

Corporation Service Company  
8585 Old Dairy Road, Suite 208  
Juneau, AK 99801

#### ARIZONA

Corporation Service Company  
8825 N. 23rd Avenue  
Suite 100  
Phoenix, AZ 85021

#### ARKANSAS

Corporation Service Company  
300 Spring Building, Suite 900  
300 S. Spring Street  
Little Rock, AR 72201

#### CALIFORNIA

CSC-Lawyers Incorporating Service  
2710 Gateway Oaks Dr., Suite 150N  
Sacramento, CA 95833-3505

#### COLORADO

Corporation Service Company  
1900 W. Littleton Boulevard  
Littleton, CO 80120

#### CONNECTICUT

Corporation Service Company  
Goodwin Square  
225 Asylum Street, 20th Floor  
Hartford, CT 06103

#### DELAWARE

Corporation Service Company  
251 Little Falls Drive  
Wilmington, DE 19808

#### DISTRICT OF COLUMBIA

Corporation Service Company  
1090 Vermont Avenue N.W.  
Washington, DC 20005

#### FLORIDA

Corporation Service Company  
1201 Hays Street  
Tallahassee, FL 32301

#### GEORGIA

Corporation Service Company  
2 Sun Court, Suite #400  
Peachtree Corners, GA 30092

#### HAWAII

Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, HI 96813

*and*

Corporation Service Company  
Pauahi Tower, Suite 1600  
1003 Bishop Street  
Honolulu, HI 96813

#### IDAHO

Corporation Service Company  
1305 12th Avenue Road  
Nampa, ID 83686

#### ILLINOIS

Illinois Corporation Service Company  
801 Adlai Stevenson Drive  
Springfield, IL 62703

#### INDIANA

Corporation Service Company  
135 North Pennsylvania Street, Suite 1610  
Indianapolis, IN 46204

#### IOWA

Corporation Service Company  
505 5th Avenue, Suite 729  
Des Moines, IA 50309

**EXHIBIT O – LIST OF AGENTS FOR SERVICE OF PROCESS (Continued)**

**KANSAS**

Corporation Service Company  
2900 SW Wanamaker Drive, Suite 204  
Topeka, KS 66614

**KENTUCKY**

Corporation Service Company  
421 West Main Street  
Frankfort, KY 40601

**LOUISIANA**

Corporation Service Company  
501 Louisiana Avenue  
Baton Rouge, LA 70802-5921

**MAINE**

Corporation Service Company  
45 Memorial Circle  
Augusta, ME 04330

**MARYLAND**

CSC-Lawyers Incorporating Service Company  
7 St. Paul Street, Suite 820  
Baltimore, MD 21202

**MASSACHUSETTS**

Corporation Service Company  
84 State Street  
Boston, MA 02109

**MICHIGAN**

CSC-Lawyers Incorporating Service (Company)  
2900 West Road, Suite 500  
East Lansing, MI 48823

**MINNESOTA**

Corporation Service Company  
2345 Rice Street, Suite 230  
Roseville, MN 55113

**MISSISSIPPI**

Corporation Service Company  
109 Executive Drive, Suite 3  
Madison, MS 39110

**MISSOURI**

CSC-Lawyers Incorporating Service Company  
221 Bolivar Street  
Jefferson City, MO 65101

**MONTANA**

Corporation Service Company  
26 West Sixth Avenue  
P.O. Box 1691  
Helena, MT 59624-1691

**NEBRASKA**

CSC-Lawyers Incorporating Service Company  
233 South 13th Street, Suite 1900  
Lincoln, NE 68508

**NEVADA**

Corporation Service Company  
112 North Curry Street  
Carson City, NV 89703

**NEW HAMPSHIRE**

Corporation Service Company  
10 Ferry Street, Suite 313  
Concord, NH 03301

**NEW JERSEY**

Corporation Service Company  
Princeton South Corporate Ctr, Suite 160  
100 Charles Ewing Blvd  
Ewing, NJ 08628

**NEW MEXICO**

Corporation Service Company  
110 E. Broadway St.  
Hobbs, NM 88240

**NEW YORK**

Corporation Service Company  
80 State Street  
Albany, NY 12207-2543

**NORTH CAROLINA**

Corporation Service Company  
2626 Glenwood Avenue, Suite 550  
Raleigh, NC 27608

**NORTH DAKOTA**

Corporation Service Company  
600 S. 2nd Street, Suite 155  
Bismarck, ND 58504



**EXHIBIT O – LIST OF AGENTS FOR SERVICE OF PROCESS (Continued)**

**OHIO**

Corporation Service Company  
3366 Riverside Drive, Suite 103  
Upper Arlington, OH 43221

**OKLAHOMA**

Corporation Service Company  
10300 Greenbriar Place  
Oklahoma City, OK 73159-7653

**OREGON**

Corporation Service Company  
1127 Broadway Street NE, Suite 310  
Salem, OR 97301

**PENNSYLVANIA**

Corporation Service Company  
2595 Interstate Drive, Suite 103  
Harrisburg, PA 17110

**RHODE ISLAND**

Corporation Service Company  
222 Jefferson Blvd., Suite 200  
Warwick, RI 02888

**SOUTH CAROLINA**

Corporation Service Company  
508 Meeting Street  
West Columbia, SC 29169

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 South Euclid, Suite 104  
Pierre, SD 57501

*and*

Corporation Service Company  
503 South Pierre Street  
Pierre, SD 57501

**TENNESSEE**

Corporation Service Company  
2908 Poston Avenue  
Nashville, TN 37203

**TEXAS**

Corporation Service Company  
d/b/a CSC-Lawyers Incorporating Service Company  
211 E. 7th Street, Suite 620  
Austin, TX 78701-3218

**UTAH**

Corporation Service Company  
15 West South Temple, Suite 600  
Salt Lake City, UT 84101

**VERMONT**

Corporation Service Company  
100 N. Main Street, Suite 2  
Barre, VT 05641

**VIRGINIA**

Corporation Service Company  
100 Shockoe Slip, 2nd Floor  
Richmond, VA 23219

**WASHINGTON**

Corporation Service Company  
MC-CSC1, 300 Deschutes Way SW, Suite 208  
Tumwater, WA 98501

**WEST VIRGINIA**

Corporation Service Company  
209 West Washington Street  
Charleston, WV 25302

**WISCONSIN**

Corporation Service Company  
33 East Main Street, Suite 610  
Madison, WI 53703

**WYOMING**

Corporation Service Company  
1821 Logan Avenue  
Cheyenne, WY 82001

## EXHIBIT P

### STATE ADMINISTRATORS

#### **CALIFORNIA**

Department of Business Oversight  
(866) 275-2677

##### *Los Angeles*

320 West 4th Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7500

##### *Sacramento*

2101 Arena Boulevard  
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 94104-4428  
(415) 972-8565

#### **HAWAII**

Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
(808) 586-2722

#### **ILLINOIS**

Franchise Bureau  
Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

#### **INDIANA**

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

#### **MARYLAND**

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

#### **MICHIGAN**

Franchise Section  
Consumer Protection Division  
Department of Attorney General  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48909  
(517) 335-7567

#### **MINNESOTA**

Minnesota Department of Commerce  
Securities-Franchise Registration  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101-2198  
(651) 539-1500

#### **NEW YORK**

Investor Protection Bureau  
Office of the Attorney General  
28 Liberty Street, 15th Floor  
New York, New York 10005-1495  
(212) 416-8222

#### **NORTH DAKOTA**

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 14th Floor  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

#### **RHODE ISLAND**

Securities Division  
Department of Business Regulation  
John O. Pastore Complex  
1511 Pontiac Avenue, Building 69-1  
Cranston, RI 02920  
(401) 462-9500

## **EXHIBIT P – STATE ADMINISTRATORS (Continued)**

### **SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 South Euclid, 2nd Floor  
Pierre, South Dakota 57501  
(605) 773-3563

### **VIRGINIA**

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

### **WASHINGTON**

Securities Division  
Department of Financial Institutions  
P.O. Box 9033  
Olympia, Washington 98507-9033  
(360) 902-8760

### **WISCONSIN**

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-0448

## EXHIBIT Q

### McDONALD'S AFFILIATES

ENTITY NAME	BUSINESS ADDRESS	DATE OF FIRST COMPANY OWNED RESTAURANT	DATE OF FIRST FRANCHISE
McDonald's Australia Limited	21-29 Central Ave., Thornleigh NSW 2120 Australia	12/30/71	9/12/72
McDonald's Franchise GmbH	Campus 21, Liebermannstrasse A01601, A-2345 Brunn am Gebirge, Austria	11/11/93	8/2/93
McDonald's Belgium, Inc. (Belgium Branch)	Airport Plaza, Stockhold Building – 5 <sup>th</sup> floor, Leonardo da Vincilaan 19A, 1831 Diegem, Belgium	3/1/93	3/1/93
McDonald's Restaurants Belgium N.V.	Airport Plaza, Stockhold Building – 5 <sup>th</sup> floor, Leonardo da Vincilaan 19A, 1831 Diegem, Belgium	3/21/78	2/1/79
McDonald's Restaurants of Canada Limited	1 McDonald's Place, Toronto, Ontario, Canada M3C 3L4	2/5/71	6/1/67
McDonald's ČR spol. s r.o.	Radlická 740/113c, Praha 5, 158 00, Czech Republic	3/20/92	8/1/96
McDonald's Dominicana, S.R.L.	HLB, Ave. 27 de Febrero #233, Edificio Corominas Pepin, 4 to. Piso, Ensanche, Naco, Santo Domingo, Dominican Republic	None	11/30/96
McDonald's France S.A.S.	1, rue Gustave Eiffel, 78280 Guyancourt Cedex, France	10/6/80	9/17/79
McDonald's System of France, LLC (French Branch)	1, rue Gustave Eiffel, 78280 Guyancourt Cedex, France	12/16/83	11/15/82
McDonald's Deutschland LLC Zweigniederlassung München (German Branch)	Drygalski-Allee 51, 81477 Munich, Germany	12/4/71	4/5/75
McDonald's (Gibraltar) Limited	Suite 1, Burns House, 19 Town Range, Gibraltar	8/13/99	7/1/00
McDonald's Restaurants of Ireland Limited	First and Second Floor Office Suites, 14/15/16 Mary Street, Dublin, D01 DH59.	10/3/96	5/9/77
McDonald's Development Italy LLC (Italian Branch)	Centro Direzionale Milanofiori Nord, Via del Bosco Rinnovato, 6 - Edificio U7, 20057 Assago, (MI), Italy	10/15/85	3/20/86
McDonald's Company (Japan), Ltd.	5-1, Nishi-Shinjuku 6-Chome, Shinjuku-ku, Tokyo, Japan	7/20/71	2/1/76
HanGook McDonald's Co., Ltd.	Jongno Tower, 14F, 51 Jong-ro, Jongno-gu, Seoul, 03161, Korea	3/23/88	6/7/92
McDonald's Restaurants AG	Industriestrasse 9495 Triesen, Liechtenstein	None	5/3/96
McDonald's Nederland B.V.	Stadsplateau 31-32, 3521 AZ, Utrecht, The Netherlands	9/13/71	10/1/76
McDonald's Restaurants (New Zealand) Limited	302 Great South Road Greenlane, Auckland, New Zealand	6/7/76	11/27/84
McDonald's Polska Sp.zo.o	ul. Marynarska 15, 02-674, Warsaw, Poland	6/17/92	12/6/94
Sistemas McDonald's Portugal Lda.	Sistemas McDonald's Portugal, Lda. Lagoas Park Edificio 7 - Piso 2 2740 - 244 Porto Salvo, Portugal	7/12/96	5/23/91
McDonald's Slovakia spol. s r.o.	Einsteinova 33, 851 01, Bratislava, Slovak Republic	10/13/95	10/25/96
Restaurantes McDonald's, S.A.U.	C/Basauri, 17, , Edificio Oasis, Modulo B-1 <sup>a</sup> planta, Madrid 28023, Spain	3/9/81	6/5/85

**EXHIBIT Q – McDONALD’S AFFILIATES (Continued)**

<b>ENTITY NAME</b>	<b>BUSINESS ADDRESS</b>	<b>DATE OF FIRST COMPANY OWNED RESTAURANT</b>	<b>DATE OF FIRST FRANCHISE</b>
McDonald’s Suisse Franchise Sàrl	Rue de Morges 23, 1023 Crissier, Lausanne, Switzerland	10/20/76	7/2/79
McDonald’s Restaurants Limited	11-59 High Road, East Finchley, London N2 8AW United Kingdom	10/10/74	6/12/86
MCD Global Franchising Limited	Cordy House, 91 Curtain Road, Shoreditch, London EC2A 3BS, United Kingdom	None	11/30/2016
McDonald’s Latin America, LLC	110 N. Carpenter Street, Chicago, Illinois 60607 USA	None	9/16/91

## EXHIBIT R

### LIST OF FRANCHISED RESTAURANTS AS OF DECEMBER 31, 2022

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL DAVIDSON	800 W NORTHERN LIGHTS ANCHORAGE AK 99503-3713	907-561-5525
MICHAEL DAVIDSON	5716 DEBARR RD ANCHORAGE AK 99504-2306	907-333-0413
MICHAEL DAVIDSON	2601 TUDOR RD ANCHORAGE AK 99503-1133	907-562-2108
MICHAEL DAVIDSON	1320 HUFFMAN BLVD ANCHORAGE AK 99515-3566	907-345-5932
MICHAEL DAVIDSON	701 E 36TH AVE ANCHORAGE AK 99503-4141	907-563-0658
MICHAEL DAVIDSON	3828 DIMOND BLVD ANCHORAGE AK 99502	907-248-0597
MICHAEL DAVIDSON	3006 MOUNTAIN VIEW DR ANCHORAGE AK 99501-3105	907-274-5686
MICHAEL DAVIDSON	4350 SPENARD RD ANCHORAGE AK 99517	907-243-5122
MICHAEL DAVIDSON	255 MULDOON RD ANCHORAGE AK 99504	907-337-0810
MICHAEL DAVIDSON	3035 MULDOON RD ANCHORAGE AK 99504	907-338-7377
MICHAEL DAVIDSON	9100 LAKE OTIS PKY ANCHORAGE AK 99515	907-349-0285
MICHAEL DAVIDSON	8915 OLD SEWARD HWY ANCHORAGE AK 99515	907-344-4231
MICHAEL DAVIDSON	5000 W INTERNATIONAL AIRPORT RD ANCHORAGE AK 99502	907-243-0085
MICHAEL DAVIDSON	1166 NORTH MULDOON ROAD ANCHORAGE AK 99504	907-333-0006
MICHAEL DAVIDSON	11808 OLD GLENN HWY EAGLE RIVER AK 99577-7797	907-694-4500
FRANK BESSASPARIS	1930 AIRPORT WAY FAIRBANKS AK 99701-4092	907-452-4600
FRANK BESSASPARIS	3905 GEIST RD FAIRBANKS AK 99709-3551	907-474-2010
FRANK BESSASPARIS	449 HAROLD BENTLEY AVE FAIRBANKS AK 99701	907-451-0770
JOHN MCDONALD	3656 BEN WALTERS LN HOMER AK 99603-7702	907-235-5400
MICHAEL A WHITE	2285 TROUT ST JUNEAU AK 99801-8036	907-789-4653
JOHN MCDONALD	10447 SPUR HWY KENAI AK 99611-7812	907-283-4008
MICHAEL A WHITE	2417 TONGASS AVE KETCHIKAN AK 99901	907-225-1704
MICHAEL DAVIDSON	209 THORSHEIM AVE KODIAK AK 99615-6036	907-486-3030
FRANK BESSASPARIS	352 N SANTA CLAUS LN NORTH POLE AK 99705-6053	907-488-7779
MICHAEL DAVIDSON	600 DARON DR PALMER AK 99645-6522	907-746-0335
MICHAEL A WHITE	913 HALIBUT POINT RD SITKA AK 99835-7105	907-747-8709
JOHN MCDONALD	44420 STERLING HWY SOLDOTNA AK 99669	907-262-1074
MICHAEL DAVIDSON	801 E PARKS HWY WASILLA AK 99654-8105	907-376-4642
GERARD F MURPHY JR.	2716 US HIGHWAY 431 SOUTH ABBEVILLE AL 36310	334-585-0715
WILLIAM R HAMILTON, JR.	1493 1ST AVE N ALABASTER AL 35007	205-664-3761
MICHAEL J VALLUZZO	205 S COLONIAL DR ALABASTER AL 35007-4691	205-621-2807
MICHAEL J VALLUZZO	7375 HWY 431 ALBERTVILLE AL 35950	256-878-6755
DAVID NEISLER	4094 HWY 280 ALEXANDER CITY AL 35010	256-329-1283
ASHLEY KAPLE	87134 US 278 ALTOONA AL 35952	205-466-5211
GERARD F MURPHY JR.	315 US HWY 84 BY-PASS WEST ANDALUSIA AL 36421	334-222-7875
JAMES BLACK	1901 QUINTARD AVE ANNISTON AL 36201	256-236-5224
JAMES BLACK	5550 MCCLELLAN BLVD ANNISTON AL 36206	256-820-0038
JAMES BLACK	3424 GREEN BRIER DEAR DR ANNISTON AL 36207	256-832-4543
ASHLEY KAPLE	700 N BRINDLEE MOUNTAIN PKWY ARAB AL 35016-1067	256-586-8792
GINA MARIE WOLFE	26862 MAIN ST ARDMORE AL 35739	256-423-3663
MERRY NEISLER	83690 HWY 9 ASHLAND AL 36251	256-354-2339
STEVEN A JOHNSON	103 HWY 31 N ATHENS AL 35611	256-233-1275
STEVEN A JOHNSON	1529 HWY 72 E ATHENS AL 35611	256-232-1927
CYNTHIA D SAMOUR	1414 S MAIN ST ATMORE AL 36502	251-368-2267
CYNTHIA D SAMOUR	5995 HWY 21 ATMORE AL 36502	251-368-9753
WILLIAM R HAMILTON, JR.	610 CLEVELAND AVE ATTALLA AL 35954	256-538-1107
MALCOLM MARSHALL	224 W MAGNOLIA ST AUBURN AL 36830	334-821-7185
MARCUS MARSHALL	1634 OPELIKA HWY AUBURN AL 36830	334-821-5303
MARCUS MARSHALL	2372 COLLEGE STREET AUBURN AL 36830	334-502-8900
CYNTHIA D SAMOUR	98 MC MEANS AVE BAY MINETTE AL 36507	251-937-2611
JASON A BLACK	1195 GREENMOR DR BESSEMER AL 35022-6445	205-425-6200
JASON A BLACK	765 ACADEMY DR BESSEMER AL 35022-5276	205-425-4727
LARRY D THORNTON	911 9TH AVE N BESSEMER AL 35020	205-428-9768
JAMES BLACK	1309 FORESTDALE BLVD BIRMINGHAM AL 35214	205-798-2896
JAMES BLACK	4625 HWY 280 S BIRMINGHAM AL 35242	205-991-3086
JASON A BLACK	2640 VALLEY DALE RD BIRMINGHAM AL 35244	205-408-7448
AUGUSTINE ESTRADA, III	5904 1ST AVE N BIRMINGHAM AL 35212	205-592-2671
ASHLEY KAPLE	1960 EDWARDS LAKE RD BIRMINGHAM AL 35235	205-661-9282
LARRY D THORNTON	2733 8TH AVE BIRMINGHAM AL 35233	205-324-5892
LARRY D THORNTON	218 GADSDEN HWY BIRMINGHAM AL 35235	205-833-5149
LARRY D THORNTON	801 DENNISON AVE BIRMINGHAM AL 35211	205-323-5387
MICHAEL J VALLUZZO	732 LOMB AVE BIRMINGHAM AL 35211	205-787-6245
MICHAEL J VALLUZZO	1907 CENTER POINT RD BIRMINGHAM AL 35215	205-854-4362

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL J VALLUZZO	1700 FINLEY BLVD BIRMINGHAM AL 35204	205-254-3646
NICHOLAS J VALLUZZO	1569 MONTCLAIR RD BIRMINGHAM AL 35210	205-956-9666
NICHOLAS J VALLUZZO	2201 BESSEMER HWY BIRMINGHAM AL 35208	205-780-5841
NICHOLAS J VALLUZZO	1501 5TH AVENUE S BIRMINGHAM AL 35203	205-933-1650
NICHOLAS J VALLUZZO	861 HWY 431 S BOAZ AL 35957	256-593-1015
MARC A O'FERRALL	464 SOUTH BLVD BREWTON AL 36426	251-867-4540
LARRY D THORNTON	3633 JAYBIRD RD BRIGHTON AL 35020	205-428-3837
STEVE A MURRAY	221 EAST PUSHMATAHA STREET BUTLER AL 36904	205-459-3399
NICHOLAS J VALLUZZO	706 SUPERCENTER DR CALERA AL 35040	205-668-7588
JOHN M MCFARLAND, JR.	20890 HIGHWAY 43 CALVERT AL 36560	251-829-4185
ASHLEY KAPLE	650 CEDAR BLUFF RD CENTRE AL 35960	256-927-4200
JASON A BLACK	385 WALNUT ST CENTREVILLE AL 35042	205-926-6186
JAMES BLACK	16758 US HWY 280 CHELSEA AL 35043	205-678-0505
DAVID NEISLER	33785 US HWY 280 CHILDERSBURG AL 35044-3017	256-378-5977
GREGG DESCHER	19355 3RD STREET CITRONELLE AL 36522	251-866-0620
AUSTIN A ROGERS, III	2250 7TH ST S CLANTON AL 35045	205-755-8411
AUGUSTINE ESTRADA, III	301 W COLLEGE ST COLUMBIANA AL 35051-9401	205-669-7710
RICHARD P HANNA	6501 INTERSTATE LN COTTONDALE AL 35453	205-507-0700
STEVEN A JOHNSON	1425 2ND AVE SW CULLMAN AL 35055	256-734-4073
STEVEN A JOHNSON	6065 AL HWY 157 CULLMAN AL 35057	256-734-4258
DAVID NEISLER	17956 HWY 280 DADEVILLE AL 36853	256-825-8744
GERARD F MURPHY JR.	575 N DALEVILLE AVE DALEVILLE AL 36322	334-598-6072
CYNTHIA D SAMOUR	29138 US HIGHWAY 98 DAPHNE AL 36526	251-621-3596
CYNTHIA D SAMOUR	29919 WOODROW LANE DAPHNE AL 36526	251-626-9909
STEVEN A JOHNSON	3342 POINT MALLARD PKY DECATUR AL 35601	256-584-6886
TIMOTHY WILSON	1208 6TH AVE SE DECATUR AL 35601	256-353-8911
TIMOTHY WILSON	2225 DANVILLE RD SW DECATUR AL 35601	256-350-7083
TIMOTHY WILSON	3010 ALABAMA HWY 20 NW DECATUR AL 35601	256-355-7651
STEVE A MURRAY	1111 WALNUT ST DEMOPOLIS AL 36732	334-289-3069
STEVEN A JOHNSON	231 AL HWY 69 S DODGE CITY AL 35077	256-287-9543
BARRY DEGONZAGUE	2445 HWY 78 DORA AL 35062	205-648-3673
GERARD F MURPHY JR.	3520 ROSS CLARK CIR DOTHAN AL 36303	334-792-0313
GERARD F MURPHY JR.	2101 ROSS CLARK CIR DOTHAN AL 36301	334-794-0221
GERARD F MURPHY JR.	619 W MAIN ST DOTHAN AL 36303	334-793-1625
GERARD F MURPHY JR.	1081 ROSS CLARK CIR DOTHAN AL 36301	334-677-0779
GERARD F MURPHY JR.	2251 REEVES ST DOTHAN AL 36303	334-702-8338
GERARD F MURPHY JR.	4740 W MAIN ST. DOTHAN AL 36303	334-671-2369
GERARD F MURPHY JR.	5001 MONTGOMERY HIGHWAY DOTHAN AL 36303	334-983-1268
GERARD F MURPHY JR.	652 BOLL WEEVIL NO ENTERPRISE AL 36330	334-347-3417
GERARD F MURPHY JR.	1250 S EUFAULA ST EUFAULA AL 36027	334-687-6686
MARC A O'FERRALL	RT 2 BOX 294 EVERGREEN AL 36401-9539	251-578-3797
CYNTHIA D SAMOUR	111 GREENO RD N FAIRHOPE AL 36532	251-990-8833
STEVEN A JOHNSON	64 E PIKE ROAD FALKVILLE AL 35622	256-784-9661
RICHARD P HANNA	1421 N TEMPLE AVE FAYETTE AL 35555-1314	205-932-8882
MARC A O'FERRALL	80 HWY 113 FLOMATON AL 36441	251-296-2999
DAVID FIELDS	306 COX CREEK PKY FLORENCE AL 35630	256-764-2800
DAVID FIELDS	1505 FLORENCE BLVD FLORENCE AL 35630	256-766-4341
DAVID FIELDS	1155 N WOOD AVE FLORENCE AL 35630	256-766-9550
DAVID FIELDS	3183 CLOVERDALE RD FLORENCE AL 35630	256-740-6797
MARC A O'FERRALL	1295 WALK MAGNOLIA DR. FOLEY AL 36535	251-970-2121
CYNTHIA D SAMOUR	1010 S MCKENZIE ST FOLEY AL 36535-1922	251-943-6960
DAVID L BLEDSOE	205 GLENN BLVD SW FORT PAYNE AL 35967	256-845-0127
BARRY DEGONZAGUE	239 HOWELL STREET FULTONDALE AL 35068	205-841-0002
WILLIAM R HAMILTON, JR.	200 N 12TH ST GADSDEN AL 35901	256-547-0393
WILLIAM R HAMILTON, JR.	952 RAINBOW DR GADSDEN AL 35901	256-547-0284
WILLIAM R HAMILTON, JR.	101 ENTERPRISE DRIVE GADSDEN AL 35904	256-538-7580
AUGUSTINE ESTRADA, III	1017 DECATUR HWY GARDENDALE AL 35071	205-631-5459
GERARD F MURPHY JR.	1205 W MAPLE AVE GENEVA AL 36340	334-684-6409
WILLIAM R HAMILTON, JR.	616 W CHASTAIN BOULEVARD GLENCOE AL 35904	256-492-7682
KRISSELYN B SWALLEY	9200 GRAND BAY WILMER ROAD GRAND BAY AL 36541	251-865-2088
STEVE A MURRAY	1401 STATE ST GREENSBORO AL 36744	334-624-5600
GERARD F MURPHY JR.	112 GREENVILLE BYP GREENVILLE AL 36037	334-382-2007
WILLIAM E BARNES IV	16455 HWY 43 GROVE HILL AL 36451	251-471-9007
CYNTHIA D SAMOUR	2000 GULFSHORES PKY GULF SHORES AL 36542	251-967-3700
MICHAEL J VALLUZZO	1745 GUNTER AVE GUNTERSVILLE AL 35976	256-582-2805
PHILLIP C BIRD	2006 11TH AVE HALEYVILLE AL 35565	205-486-5859
PHILLIP C BIRD	1394 MILITARY STREET S HAMILTON AL 35570-8702	205-921-4323

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BARRY DEGONZAGUE	740 MAIN ST HANCEVILLE AL 35077	256-352-2120
STEVEN A JOHNSON	201 HWY 31 S HARTSELLE AL 35640	256-773-7760
TIMOTHY WILSON	5904 HIGHWAY 53 HARVEST AL 35749	256-851-5671
DAVID NEISLER	1816 ALMON STREET HEFLIN AL 36264	256-463-8888
JASON A BLACK	7210 WYNDHAM PKWY HELENA AL 35080-3457	205-620-6679
ALEX GOODWIN	8936 ALABAMA HIGHWAY 40 HENAGAR AL 35978	256-657-3090
LARRY THORNTON, JR.	124 STATE FARM PKY HOMEWOOD AL 35242	205-917-3700
NICHOLAS J VALLUZZO	818 GREEN SPRINGS RD HOMEWOOD AL 35209	205-942-5681
JAMES BLACK	1731 MONTGOMERY HWY HOOVER AL 35244	205-987-8263
RICHARD P HANNA	5170 MEDFORD DRIVE HOOVER AL 35226	205-982-6741
NICHOLAS J VALLUZZO	1547 MONTGOMERY HWY HOOVER AL 35216	205-979-2386
GERARD F MURPHY JR.	40 WASDEN RD HOPE HULL AL 36043	334-280-4790
JAMES BLACK	3069 ALLISON BONNETT MEMORIAL DR HUEYTOWN AL 35023	205-491-5951
STEVEN A JOHNSON	2704 S MEMORIAL PARKWAY HUNTSVILLE AL 35801-5631	256-535-6064
STEVEN A JOHNSON	2600 N MEMORIAL PKY HUNTSVILLE AL 35810	256-852-5730
STEVEN A JOHNSON	4002 UNIVERSITY DR HUNTSVILLE AL 35816	256-837-3970
STEVEN A JOHNSON	10031 S MEMORIAL PKY HUNTSVILLE AL 35803	256-883-9050
STEVEN A JOHNSON	4810 WHITEBURG DR HUNTSVILLE AL 35802	256-880-3763
STEVEN A JOHNSON	6100 UNIVERSITY DR NW HUNTSVILLE AL 35816	256-895-0143
STEVEN A JOHNSON	1795 US HWY 72 E HUNTSVILLE AL 35811	256-859-1630
STEVEN A JOHNSON	2234 WINCHESTER ROAD HUNTSVILLE AL 35811	256-382-2342
AUGUSTINE ESTRADA, III	734 GRANTS MILL RD IRONDALE AL 35210	205-956-3312
WILLIAM E BARNES IV	8660 HWY 188 IRVINGTON AL 36544	251-824-1810
WILLIAM E BARNES IV	2455 COLLEGE AVE JACKSON AL 36545-2458	251-246-5044
MERRY NEISLER	312 PELHAM RD N JACKSONVILLE AL 36265	256-435-1354
BARRY DEGONZAGUE	600 HWY 78 E JASPER AL 35501	205-221-9777
BARRY DEGONZAGUE	83 CARL CANNON BLVD JASPER AL 35501	205-221-4120
MICHAEL J VALLUZZO	24712 US HWY 31 JEMISON AL 35085-4428	205-688-1975
DAVID FIELDS	1001 HWY 72 KILLEN AL 35645	256-757-4040
ASHLEY KAPLE	1724 ASHEVILLE RD LEEDS AL 35094	205-699-7080
WILLIAM R HAMILTON, JR.	75280 ALABAMA HWY 77 LINCOLN AL 35096	205-763-0930
STEVE A MURRAY	704 HWY 28 WEST LIVINGSTON AL 35470	205-652-1270
CYNTHIA D SAMOUR	12593 N HICKORY ST LOXLEY AL 36551-3131	251-964-4155
GERARD F MURPHY JR.	778 S FOREST AVE LUVERNE AL 36049	334-335-5235
STEVEN A JOHNSON	8841 MADISON BLVD MADISON AL 35758	256-772-0099
STEVEN A JOHNSON	8005 HWY 72 W MADISON AL 35758	256-722-9584
STEVEN A JOHNSON	11178 COUNTY LINE ROAD MADISON AL 35758	256-772-7766
STEVEN A JOHNSON	7161 WALL TRIANA HWY MADISON AL 35757	256-430-6100
MICHAEL D HILL	4746 EASTERN VALLEY RD MCCALLA AL 35111	205-477-1003
MICHAEL D HILL	22183 HIGHWAY 216 MCCALLA AL 35111	205-477-5007
STEVEN A JOHNSON	11895 HIGHWAY 231-431 NORTH MERIDIANVILLE AL 35759	256-828-4555
LARRY D THORNTON	11 PHILLIPS DR MIDFIELD AL 35228	205-923-4859
CHARLES JOSEPH ROGERS	3755 HWY 14 MILLBROOK AL 36054	334-285-4554
WILLIAM E BARNES IV	3119 MOFFET RD MOBILE AL 36607-1703	251-473-3160
WILLIAM E BARNES IV	658 GOVERNMENT BLVD MOBILE AL 36602	251-433-8573
WILLIAM E BARNES IV	5003 MOFFETT RD MOBILE AL 36618	251-342-1560
WILLIAM E BARNES IV	5424 HWY 90 W MOBILE AL 36619	251-666-0261
WILLIAM E BARNES IV	281 SCHILLINGER RD MOBILE AL 36608	251-633-7766
WILLIAM E BARNES IV	2291 ST STEPHENS RD MOBILE AL 36617	251-452-1207
WILLIAM E BARNES IV	9900 AIRPORT BLVD MOBILE AL 36608	251-634-0833
WILLIAM E BARNES IV	3213 AIRPORT BLVD MOBILE AL 36606	251-471-9007
JOHN M MCFARLAND, JR.	2692 GOVERNMENT ST MOBILE AL 36606	251-471-5014
JOHN M MCFARLAND, JR.	367 AZALEA RD MOBILE AL 36609	251-344-5076
JOHN M MCFARLAND, JR.	5601 OLD SHELL RD MOBILE AL 36608-3040	251-342-8172
JOHN M MCFARLAND, JR.	3116 DAUPHIN ISLAND PKY MOBILE AL 36605	251-478-5390
JOHN M MCFARLAND, JR.	2 SPRINGDALE BLVD MOBILE AL 36606	251-471-1508
JOHN M MCFARLAND, JR.	5019 COTTAGE HILL RD MOBILE AL 36693	251-661-5998
JOHN M MCFARLAND, JR.	2415 SCHILLINGER RD SOUTH MOBILE AL 36695	251-634-1378
JOHN M MCFARLAND, JR.	7749 MOFFETT RD MOBILE AL 36618	251-649-2215
KRISELYN B SWALLEY	1400 HILCREST RD MOBILE AL 36695	251-607-0014
WILLIAM E BARNES IV	1511 S ALABAMA AVE MONROEVILLE AL 36640	251-575-2929
JASON A BLACK	907 MAIN ST MONTEVALLO AL 35115-3847	205-665-1335
GERARD F MURPHY JR.	2212 MADISON AVE MONTGOMERY AL 36107	334-265-3615
GERARD F MURPHY JR.	935 W SOUTHERN BLVD MONTGOMERY AL 36105	334-281-0635
GERARD F MURPHY JR.	5765 ATLANTA HWY MONTGOMERY AL 36117	334-277-0151
GERARD F MURPHY JR.	2681 ZELDA ROAD MONTGOMERY AL 36107-3143	334-263-9596
GERARD F MURPHY JR.	2750 TAYLOR RD MONTGOMERY AL 36117	334-270-9878



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GERARD F MURPHY JR.	2601 CONGRESSMAN DICKINSON DR MONTGOMERY AL 36105	334-260-7975
GERARD F MURPHY JR.	9145 EASTCHASE PKWY MONTGOMERY AL 36117	334-593-3036
GERARD F MURPHY JR.	700 W FAIRVIEW AVE MONTGOMERY AL 36105	334-264-8814
GERARD F MURPHY JR.	1590 EASTERN BLVD MONTGOMERY AL 36106	334-272-8908
AUSTIN A ROGERS, III	2621 E SOUTH BLVD MONTGOMERY AL 36116	334-288-7558
AUSTIN A ROGERS, III	3450 DAY STREET MONTGOMERY AL 36108-2118	334-834-4310
ASHLEY KAPLE	2625 KELLY CREEK ROAD SOUTH MOODY AL 35004	205-699-0736
STEVEN A JOHNSON	11698 HWY 157 MOULTON AL 35650	256-974-4526
MICHAEL JOHN MARTIN	1503 WOODWARD AVE MUSCLE SHOALS AL 35661	256-381-2211
RICHARD P HANNA	2000 82 BY-PASS NORTHPORT AL 35476	205-339-8887
RICHARD P HANNA	13516 HWY 43 N NORTHPORT AL 35475	205-330-2547
ASHLEY KAPLE	718 2ND AVE E ONEONTA AL 35121	205-274-8700
MALCOLM MARSHALL	1104 COLUMBUS PKY OPELIKA AL 36801	334-749-5648
MALCOLM MARSHALL	2057 TIGER TOWN PKWY OPELIKA AL 36801	334-745-0200
CYNTHIA D SAMOUR	4511 ORANGE BEACH BLVD ORANGE BEACH AL 36561	251-974-2663
STEVEN A JOHNSON	6711 S US HWY 431 S OWENS CROSS RDS AL 35763	256-539-1013
JAMES BLACK	1015 HWY 21 S OXFORD AL 36201	256-831-7561
GERARD F MURPHY JR.	1001 US HWY 231 OZARK AL 36360	334-774-4996
WILLIAM R HAMILTON, JR.	580 CAHABA VALLEY RD PELHAM AL 35124	205-988-0882
ASHLEY KAPLE	600 MARTIN ST N PELL CITY AL 35125	205-338-1616
JAMES A ABBATE	1134 280 BY-PASS PHENIX CITY AL 36867	334-298-2439
JAMES A ABBATE	1801 STADIUM DR PHENIX CITY AL 36867	334-297-1112
JAMES A ABBATE	3915-A US HIGHWAY 80 PHENIX CITY AL 36867	334-664-0064
JAMES A ABBATE	3709 HIGHWAY 431 N PHENIX CITY AL 36867	334-448-9769
MERRY NEISLER	111 US HWY 278 BYP E PIEDMONT AL 36272	256-447-6363
ASHLEY KAPLE	6639 HWY 151 PINSON AL 35126	205-680-4100
AUSTIN A ROGERS, III	720 S MEMORIAL DR PRATTVILLE AL 36067	334-365-0838
AUSTIN A ROGERS, III	2573 COBBS FORD RD PRATTVILLE AL 36066	334-285-4010
AUSTIN A ROGERS, III	290 INTERSTATE COMMERCIAL PARK LOOP PRATTVILLE AL 36066	334-365-1080
WILLIAM E BARNES IV	2963 SAINT STEPHENS RD PRICHARD AL 36610-1249	251-452-4836
DAVID L BLEDSOE	32 MAIN ST W RAINSVILLE AL 35986	256-638-1177
ROBERT C TOMEY	606 4TH AVE SE RED BAY AL 35582	256-356-2911
MERRY NEISLER	111 ROCK MILLS RD ROANOKE AL 36274	334-863-4000
MARC A O'FERRALL	18515 MEDIA DRIVE ROBERTSDALE AL 36567	251-947-9406
DAVID FIELDS	101 HWY 72 E ROGERSVILLE AL 35652	256-247-3330
DEBRA A MARTIN	15254 HWY 43 RUSSELLVILLE AL 35653	256-332-6564
TIMOTHY R SELLS	1024 HWY 43 S SARALAND AL 36571-3611	251-675-2304
TIMOTHY R SELLS	6103 HWY 43 N SATSUMA AL 36572	251-679-6709
NICHOLAS J VALLUZZO	22943 JOHN T REID PKY SCOTTSBORO AL 35768	256-259-2660
GERARD F MURPHY JR.	600 HIGHLAND AVE SELMA AL 36701	334-526-4379
JAMES A ABBATE	2920 20TH AVENUE SHAWMUT AL 36854	334-768-2525
MICHAEL JOHN MARTIN	4201 JACKSON HWY SHEFFIELD AL 35660	256-383-2726
MARCUS MARSHALL	431 N MAIN STREET SHORTER AL 36075	334-724-0180
ANDREW HAMILTON	2070 AL HWY 77 SOUTHSIDE AL 35907	256-442-2811
ASHLEY KAPLE	431 MARIETTA RD SPRINGVILLE AL 35146	205-467-2054
ROBERT J GOODWIN	43151 US HWY 72 STEVENSON AL 35772	256-437-3148
DAVID NEISLER	701 W FORT WILLIAMS ST SYLACAUGA AL 35150-2441	256-249-4611
ASHLEY KAPLE	110 HAYNES ST TALLADEGA AL 35160	256-362-2448
GERARD F MURPHY JR.	14 GILMER AVE TALLASSEE AL 36078	334-283-3991
WILLIAM R HAMILTON, JR.	2116 PINSON VALLEY PKY TARRANT CITY AL 35217	205-849-5577
WILLIAM E BARNES IV	7040 THEODORE DAWES RD THEODORE AL 36582	251-653-7099
WILLIAM E BARNES IV	5827 HWY 90 W THEODORE AL 36582	251-653-5225
WILLIAM E BARNES IV	33311 HIGHWAY 43 THOMASVILLE AL 36784-1617	334-637-0101
GERARD F MURPHY JR.	1126 US HWY 231 BYP TROY AL 36081	334-566-5874
ASHLEY KAPLE	1111 CHALKVILLE RD TRUSSVILLE AL 35173	205-655-2334
BARRY DEGONZAGUE	4711 MCFARLAND BLVD E TUSCALOOSA AL 35401	205-752-1212
BARRY DEGONZAGUE	521 15TH ST E TUSCALOOSA AL 35401	205-759-4561
BARRY DEGONZAGUE	6701 HWY 69 S TUSCALOOSA AL 35405	205-349-5371
BARRY DEGONZAGUE	4222 UNIVERSITY BLVD E TUSCALOOSA AL 35404	205-553-8030
RICHARD P HANNA	2502 12TH ST TUSCALOOSA AL 35401	205-752-4813
RICHARD HANNA, JR.	4840 RICE MINE RD NE TUSCALOOSA AL 35406	205-345-0045
DEBRA A MARTIN	412 US 43 TUSCUMBIA AL 35674	256-314-1411
DEBRA A MARTIN	2048 HWY 20 TUSCUMBIA AL 35674	256-381-8485
MARCUS MARSHALL	401 W MARTIN LUTHER KING HWY TUSKEGEE AL 36083	334-727-7157
GERARD F MURPHY JR.	201 E CONECUH UNION SPRINGS AL 36089	334-738-5700
ROBERT C TOMEY	44345 HWY 17 VERNON AL 35592	205-695-0752
JAMES BLACK	707 MONTGOMERY HWY VESTAVIA HILLS AL 35216	205-979-1132

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL J VALLUZZO	2427 ACTON RD VESTAVIA HILLS AL 35243	205-979-8001
MICHAEL D HILL	100 CANE CREEK RD WARRIOR AL 35180	205-590-1183
CHARLES JOSEPH ROGERS	5426 US HWY 231 WETUMPKA AL 36092-3139	334-567-7732
PHILLIP C BIRD	2300 US HWY 43 WINFIELD AL 35594	205-487-3110
JAMES K HADLEY	247 HIGHWAY 71 ALMA AR 72921-3204	479-632-5284
STEVE MONTGOMERY	3114 PINE ST ARKADELPHIA AR 71923	870-246-2443
ANDI HILBURN VAINI	HWY 62- 412 (W*M #160) ASH FLAT AR 72513	870-994-7818
MICHAEL L RETZER JR.	1260 CONSTITUTION AVE ASHDOWN AR 71822	870-898-2357
BRADLEY E ALLEN	1202 N CHURCH STREET ATKINS AR 72823	479-641-1177
DAVID L STOKES	3715 HWY 367 N BALD KNOB AR 72010	501-724-9942
CHRISTOPHER BUCKLIEW	1220 S SAINT LOUIS BATESVILLE AR 72501	870-793-1130
DAVID L STOKES	2415 W CENTER ST BEEBE AR 72012	501-882-2323
ELIECER PALACIOS	1023 MILITARY RD BENTON AR 72015-2908	501-315-1140
ELIECER PALACIOS	20726 INTERSTATE 30 BENTON AR 72019	501-794-1097
ELIECER PALACIOS	4720 HWY 67 BENTON AR 72015	501-860-7263
BILL MATHEWS	201 S WALTON BLVD BENTONVILLE AR 72712-5701	479-273-7705
BILL MATHEWS	1401 PHYLLIS ST BENTONVILLE AR 72712	479-271-0088
BILL MATHEWS	3805 US 71 HIGHWAY BENTONVILLE AR 72758	479-254-1118
BILL MATHEWS	805 SW REGIONAL AIRPORT BLVD BENTONVILLE AR 72712	479-273-1400
BILL MATHEWS	HWY 62 W BERRYVILLE AR 72616	870-423-5353
DENA L QUERTERMOUS	1031 EAST MAIN STREET BLYTHEVILLE AR 72315-9802	870-763-3424
MICHAEL J HADLEY	110 EAST MAIN STREET BOONEVILLE AR 72927-3735	479-675-9265
MICHAEL L RETZER, SR.	1406 N MAIN ST BRINKLEY AR 72021	870-734-1410
ELIECER PALACIOS	2214 N REYNOLDS BRYANT AR 72022	501-847-5367
DAVID L STOKES	1001 W MAIN ST CABOT AR 72023	501-843-5559
DAVID L STOKES	3195 BILL FOSTER MEMORIAL HIGHWAY CABOT AR 72023	501-843-5111
STEVE MONTGOMERY	145 VALLEY STREET CADDO VALLEY AR 71923	870-246-7449
MICHAEL L RETZER JR.	900 CALIFORNIA AVE SW CAMDEN AR 71701	870-836-6666
BILL MATHEWS	101 E CENTERTON BLVD CENTERTON AR 72719	479-795-8333
KRISTIN R LOPEZ-ALLEN	1232 S ROGERS AVE CLARKSVILLE AR 72830-9159	479-754-6369
CHRISTOPHER BUCKLIEW	395 HIGHWAY 65 N CLINTON AR 72031	501-745-6600
MICHAEL L RETZER JR.	220 E OAK ST CONWAY AR 72032-4683	501-327-2117
MICHAEL L RETZER JR.	450 HWY 65 N CONWAY AR 72032-3507	501-329-4040
MICHAEL L RETZER JR.	705 SALEM ROAD CONWAY AR 72034	501-327-0444
MICHAEL L RETZER JR.	1440 DAVE WARD DRIVE CONWAY AR 72034	501-327-9000
DARREN SELLS	201 N MISSOURI AVE CORNING AR 72422	870-857-3050
TONY E GILLEY	105 UNITY ROAD CROSSETT AR 71635	870-364-9600
BRADLEY E ALLEN	611 UNION STREET DARDANELLE AR 72834	479-229-9804
STEVE MONTGOMERY	606 E COLLIN RAYE DR DE QUEEN AR 71832-4138	870-642-2700
MICHAEL L RETZER JR.	601 HWY 65 S DUMAS AR 71639	870-382-2800
TONY E GILLEY	501 S TIMBERLANE EL DORADO AR 71730	870-863-8550
TONY E GILLEY	1730 N WEST AVE EL DORADO. AR AR 71730-3867	870-862-4012
DAVID L STOKES	1820 HWY 64 W EL PASO AR 72045	501-796-4800
BILL MATHEWS	1985 NORTH CENTER STREET ELKINS AR 72727	479-240-4011
BILL MATHEWS	148 E VAN BUREN EUREKA SPRINGS AR 72632	479-253-6106
BILL MATHEWS	207 W MAIN ST FARMINGTON AR 72730	479-267-6555
BILL MATHEWS	1641 N COLLEGE AVE FAYETTEVILLE AR 72701	479-521-1767
BILL MATHEWS	1963 W MLK BLVD FAYETTEVILLE AR 72701-6212	479-443-4777
BILL MATHEWS	578 E JOYCE BLVD FAYETTEVILLE AR 72703	479-442-0444
BILL MATHEWS	1870 N CROSSOVER RD FAYETTEVILLE AR 72701	479-527-9919
BILL MATHEWS	3080 W WEDINGTON DR FAYETTEVILLE AR 72704	479-442-7774
BILL MATHEWS	1200 W WILSON FAYETTEVILLE AR 72701	479-444-1964
MICHAEL L RETZER JR.	1230 N EDGAR STREET FORDYCE AR 71742	870-352-7926
ALEX MADISON	2301 N WASHINGTON ST FORREST CITY AR 72335-1800	870-581-3411
JAMES K HADLEY	5821 ROGERS AVENUE FORT SMITH AR 72901	479-452-5500
JAMES K HADLEY	2221 GRAND AVE FORT SMITH AR 72901	479-785-0726
JAMES K HADLEY	5712 KELLEY HWY FORT SMITH AR 72904	479-709-9107
MICHAEL J HADLEY	4800 TOWSON AVE FORT SMITH AR 72901-8424	479-646-7911
MICHAEL J HADLEY	9200 HWY 71 S FORT SMITH AR 72908	479-648-3939
MICHAEL J HADLEY	8311 ROGERS AVENUE FORT SMITH AR 72903	479-452-1204
MICHAEL J HADLEY	4900 OLD GREENWOOD ROAD FORT SMITH AR 72903	479-648-0385
ANDI HILBURN VAINI	7403 HWY 62 W GASSVILLE AR 72634	870-435-6880
BILL MATHEWS	467 S GENTRY BLVD GENTRY AR 72734	479-736-2500
STEVE MONTGOMERY	47 HIGHWAY 70 EAST GLENWOOD AR 71943	870-356-2317
DAVID L STOKES	55 S BROADVIEW GREENBRIER AR 72058	501-679-7499
MICHAEL J HADLEY	923 WEST CENTER STREET GREENWOOD AR 72936	479-996-4544
ANDI HILBURN VAINI	400 HIGHWAY 63 N HARDY AR 72542	870-856-3377

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GREGORY L MADISON	600 NORTH ILLINOIS STREET HARRISBURG AR 72432	870-578-9650
JAY HERRIN	211 N WAL MART DRIVE HARRISON AR 72601	870-741-5266
BILL MATHEWS	1314 N MAIN HARRISON AR 72601	870-741-5353
CHRISTOPHER BUCKLIEW	1611 HWY 25B HEBER SPRINGS AR 72543	501-362-3275
STEVE MONTGOMERY	1601 N HERVEY HOPE AR 71801	870-777-1928
MICHAEL L RETZER JR.	4395 CENTRAL AVE HOT SPRINGS AR 71913	501-525-6506
MICHAEL L RETZER JR.	3101 ALBERT PIKE RD HOT SPRINGS AR 71913	501-767-8998
MICHAEL L RETZER JR.	1713 AIRPORT ROAD HOT SPRINGS AR 71913	501-767-1799
MICHAEL L RETZER JR.	2975 MALVERN AVE HOT SPRINGS AR 71901	501-262-1127
MICHAEL L RETZER, SR.	3229 CENTRAL AVE HOT SPRINGS AR 71901	501-623-6212
MICHAEL L RETZER, SR.	1214 ALBERT PIKE HWY HOT SPRINGS AR 71901	501-321-9663
MICHAEL L RETZER, SR.	200 E GRAND AVENUE HOT SPRINGS AR 71901	501-625-3579
MICHAEL L RETZER JR.	4447 HWY 7 N HOT SPRINGS VILLAGE AR 71909	501-984-5764
BILL MATHEWS	14243 US HIGHWAY 412 HUNTSVILLE AR 72740	479-738-1777
DAVID L STOKES	816 W MAIN ST JACKSONVILLE AR 72076	501-982-6656
DAVID L STOKES	2030 N 1ST ST JACKSONVILLE AR 72076-2845	501-982-4939
CHRISTOPHER BUCKLIEW	2207 E NETTLETON AVE JONESBORO AR 72401-5246	870-935-0910
CHRISTOPHER BUCKLIEW	111 E HIGHLAND JONESBORO AR 72401-5917	870-275-7428
CHRISTOPHER BUCKLIEW	1910 E JOHNSON AVE JONESBORO AR 72401	870-972-0922
CHRISTOPHER BUCKLIEW	2124 RED WOLF BLVD JONESBORO AR 72401	870-275-7720
TONY E GILLEY	1014 HIGHWAY 65 LAKE VILLAGE AR 71653	870-265-4000
ELIECER PALACIOS	7721 CANTRELL RD LITTLE ROCK AR 72227	501-225-3670
ELIECER PALACIOS	7200 W 12TH ST LITTLE ROCK AR 72205	501-663-4873
ELIECER PALACIOS	10501 STAGECOACH RD LITTLE ROCK AR 72210	501-407-9124
ELIECER PALACIOS	104 S UNIVERSITY AVE LITTLE ROCK AR 72205	501-603-2228
MICHAEL L RETZER JR.	10201 N RODNEY PARHAM RD LITTLE ROCK AR 72227	501-227-7914
MICHAEL L RETZER JR.	11500 W MARKHAM RD LITTLE ROCK AR 72211-2702	501-223-2060
MICHAEL L RETZER JR.	8820 BASELINE RD LITTLE ROCK AR 72209	501-565-7003
MICHAEL L RETZER JR.	4111 S UNIVERSITY AVE LITTLE ROCK AR 72204	501-565-0470
MICHAEL L RETZER JR.	8710 FOURCHE DAM PIKE LITTLE ROCK AR 72206	501-490-8669
MICHAEL L RETZER JR.	8011 GEYER SPRINGS ROAD LITTLE ROCK AR 72209	501-565-4550
MICHAEL L RETZER JR.	17601 CHENAL PKWY LITTLE ROCK AR 72223	501-821-0388
MICHAEL L RETZER JR.	SWC 6TH AND BROADWAY LITTLE ROCK AR 72201	501-244-9792
DARRYL WEBB	14401 ARCH ST PIKE LITTLE ROCK AR 72206	501-261-7776
MICHAEL L RETZER JR.	1834 HWY 31 N LONOKE AR 72086	501-676-5160
BILL MATHEWS	503 W MONROE LOWELL AR 72745	479-770-3300
STEVE MONTGOMERY	1127 E MAIN ST MAGNOLIA AR 71753-3712	870-234-7782
STEVE MONTGOMERY	307 E PAGE ST MALVERN AR 72104-4247	501-332-3100
STEVE MONTGOMERY	1920 MARTIN LUTHER KING BLVD MALVERN AR 72104	501-467-8787
GREGORY L MADISON	3440 I-55 MARION AR 72364	870-739-5346
MARY A MADISON-DORSO	208 HESTER PARKER DR MARKED TREE AR 72365	870-358-1154
KELLY BUCKLIEW	804 NORTH HWY 65 MARSHALL AR 72650	870-448-2191
MICHAEL J HADLEY	709 HWY 71 MENA AR 71953	479-394-1131
MICHAEL L RETZER, SR.	369 HWY 425 NORTH MONTICELLO AR 71655	870-367-7441
DAVID L STOKES	1805 N BUSINESS 9 MORRILTON AR 72110-4509	501-354-1522
ANDI HILBURN VAINI	1019 HWY 62E MOUNTAIN HOME AR 72653-3215	870-425-1155
ANDI HILBURN VAINI	MOUNTAIN HOME - BYPASS MOUNTAIN HOME AR 72653	870-701-0058
CHRISTOPHER BUCKLIEW	604 E MAIN ST MOUNTAIN VIEW AR 72560	870-269-6602
STEVE MONTGOMERY	1512 S 4TH STREET NASHVILLE AR 71852-3011	870-845-2364
CHRISTOPHER BUCKLIEW	2500 MALCOLM AVENUE NEWPORT AR 72112	870-523-2424
MICHAEL L RETZER JR.	600 E BROADWAY NORTH LITTLE ROCK AR 72114-5712	501-376-0961
MICHAEL L RETZER JR.	2400 OLD JACKSONVILLE HWY NORTH LITTLE ROCK AR 72117	501-945-5855
MICHAEL L RETZER JR.	4422 CAMP ROBINSON RD NORTH LITTLE ROCK AR 72118-3602	501-771-4875
MICHAEL L RETZER JR.	5506 MACARTHUR DR NORTH LITTLE ROCK AR 72118	501-753-4218
MICHAEL L RETZER, SR.	20605 HWY 365 NORTH LITTLE ROCK AR 72113-9108	501-851-2901
MICHAEL L RETZER, SR.	11001 MAUMELLE BLVD NORTH LITTLE ROCK AR 72113	501-791-7053
DARRYL WEBB	4008 MCCAIN BOULEVARD NORTH LITTLE ROCK AR 72116	501-758-0400
DARRYL WEBB	7101 JOHN F KENNEDY BLVD NORTH LITTLE ROCK AR 72118	501-834-2393
DENA L QUERTERMOUS	2720 W STATE HWY 140 OSCEOLA AR 72370	870-622-5845
JAMES K HADLEY	2230 N 3RD ST OZARK AR 72949	479-667-1083
CHRISTOPHER BUCKLIEW	1407 W KINGS HWY PARAGOULD AR 72450	870-236-3716
CHRISTOPHER BUCKLIEW	4600 W KINGS HWY PARAGOULD AR 72450	501-214-1402
KRISTIN R LOPEZ-ALLEN	903 EAST WALNUT PARIS AR 72855-4026	479-963-1633
BILL MATHEWS	203 N CURTIS AVE PEA RIDGE AR 72751	479-451-2060
MICHAEL L RETZER JR.	2819 S OLIVE ST PINE BLUFF AR 71603	870-536-2070
MICHAEL L RETZER, SR.	2908 E HARDING PINE BLUFF AR 71601-6853	870-536-1079
MICHAEL L RETZER, SR.	107 S BLAKE ST PINE BLUFF AR 71601-3537	870-535-2660

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL L RETZER, SR.	3610 CAMDEN RD PINE BLUFF AR 71603	870-879-1257
CHRISTOPHER BUCKLIEW	1504 HWY 67 S POCAHONTAS AR 72455-4001	870-892-4021
BILL MATHEWS	903 W WALNUT ROGERS AR 72756-3539	479-636-1729
BILL MATHEWS	203 W HUDSON RD ROGERS AR 72756	479-631-7363
BILL MATHEWS	100 N 46TH ST ROGERS AR 72756	479-636-7818
BILL MATHEWS	2601 PLEASANT CROSSING DR ROGERS AR 72758	479-986-9991
BRADLEY E ALLEN	1122 NORTH ARKANSAS AVENUE RUSSELLVILLE AR 72801-2938	479-968-2292
BRADLEY E ALLEN	81 SR 331 RUSSELLVILLE AR 72801	479-967-8284
DAVID L STOKES	3515 E RACE ST SEARCY AR 72143-6202	501-268-3105
DAVID L STOKES	600 S MAIN ST SEARCY AR 72143	501-278-4755
MICHAEL L RETZER, SR.	1212 S ROCK SHERIDAN AR 72150	870-942-0909
DARRYL WEBB	8400 WARDEN RD SHERWOOD AR 72120	501-835-6323
DARRYL WEBB	12943 HWY 107 SHERWOOD AR 72120	501-833-8822
BILL MATHEWS	1702 HWY 412 WEST SILOAM SPRINGS AR 72761	479-524-8020
BILL MATHEWS	520 S THOMPSON SPRINGDALE AR 72764	479-751-3510
BILL MATHEWS	4600 W SUNSET SPRINGDALE AR 72764	479-751-2401
BILL MATHEWS	1260 E ROBINSON AVE SPRINGDALE AR 72764	479-750-2226
BILL MATHEWS	4762 ELM SPRINGS ROAD SPRINGDALE AR 72762	479-750-9600
MICHAEL L RETZER JR.	100 N LINCOLN STAR CITY AR 71667	870-628-4001
MICHAEL L RETZER, SR.	2202 S MAIN ST STUTTGART AR 72160	870-673-3411
MICHAEL L RETZER JR.	711 E 7TH ST TEXARKANA AR 71854-5328	870-772-5172
BILL MATHEWS	1089 E HENRI DE TONTI BLVD TONTITOWN AR 72770	479-361-9499
MARY A MADISON-DORSO	500 INDUSTRIAL PARK DRIVE TRUMANN AR 72472	870-483-5767
JAMES K HADLEY	1903 FAYETTEVILLE RD VAN BUREN AR 72956	479-410-4065
JAMES K HADLEY	3010 ALMA HIGHWAY VAN BUREN AR 72956	479-474-0961
DAVID L STOKES	1148 MAIN STREET VILONIA AR 72173	501-796-8696
MICHAEL J HADLEY	34 HWY 71 BYPASS NORTH WALDRON AR 72958	479-637-3650
CHRISTOPHER BUCKLIEW	511 NW 4TH ST WALNUT RIDGE AR 72476	870-886-2063
MICHAEL L RETZER, SR.	325 S MARTIN ST WARREN AR 71671-2898	870-226-3120
MICHAEL L RETZER, SR.	843 N SEBASTIAN WEST HELENA AR 72390	870-572-1199
ALEX MADISON	3901 PETRO RD WEST MEMPHIS AR 72301-3754	870-735-6881
GREGORY L MADISON	1800 MISSOURI AVE WEST MEMPHIS AR 72301-1750	870-732-3527
MICHAEL L RETZER, SR.	8012 SHERIDAN RD WHITE HALL AR 71602	870-267-7350
ALEX MADISON	1798 N FALLS BLVD WYNNE AR 72396	870-587-0392
GREGORY L COOK	3623 W ANTHEM WAY ANTHEM AZ 85087	623-551-1717
BRENT BOHN	2383 W APACHE TRL APACHE JUNCTION AZ 85120-3735	480-983-1310
DARIAN L MELLON	13055 W RANCHO SANTE FE W M 2554 AVONDALE AZ 85323	623-935-2823
MICHELLE SLAYTON	9930 W. MCDOWELL AVONDALE AZ 85323	623-478-3925
SUKHVINDER THIARA	3925 N 107TH AVE AVONDALE AZ 85323	623-877-6011
ABELARDO MARTINEZ, III	12500 BRANNIGAN PL. BELLEMONT AZ 86015	928-774-1867
TASHINA FREEMAN	618 S STATE HWY 90 BENSON AZ 85602	520-586-7337
TRAVIS L HERIAUD	1060 S. WATSON (WM #3407) BUCKEYE AZ 85326	623-474-6247
TRAVIS L HERIAUD	587 SOUTH WATSON ROAD BUCKEYE AZ 85326	623-386-2553
ABELARDO MARTINEZ, III	2250 HWY 95 BULLHEAD CITY AZ 86442	928-704-4960
ABELARDO MARTINEZ, III	HWY 95 & AIRPORT WAY BULLHEAD CITY AZ 86429	928-754-1699
DERIK COOK	FINNIE FLAT I-17, P.O. BOX 1882 CAMP VERDE AZ 86322	928-567-4388
ABELARDO MARTINEZ, III	1249 E FLORENCE BLVD CASA GRANDE AZ 85122	520-836-1439
ABELARDO MARTINEZ, III	1741 E FLORENCE BLVD (W*M #1218) CASA GRANDE AZ 85122	520-836-4353
ABELARDO MARTINEZ, III	2824 N PINAL AVE CASA GRANDE AZ 85122	520-374-2561
MICHAEL T OSBORNE	15885 N ORACLE RD CATALINA AZ 85739	520-818-1311
EARNEST L ADAIR	3185 S ALMA SCHOOL CHANDLER AZ 85248	480-857-8711
EARNEST L ADAIR	4930 S ALMA SCHOOL RD CHANDLER AZ 85248	480-895-5413
EARNEST L ADAIR	2951 E GERMANN RD CHANDLER AZ 85286	480-726-1578
JENNIFER EDMOND	3020 EAST RIGGS ROAD CHANDLER AZ 85249	480-207-1115
MICHAEL E PEGRAM	1900 W WARNER RD CHANDLER AZ 85224-2296	480-899-7578
MICHAEL E PEGRAM	2540 W CHANDLER BLVD CHANDLER AZ 85224	480-917-0106
MICHELLE SLAYTON	990 N ARIZONA CHANDLER AZ 85224-5018	480-963-0155
MICHELLE SLAYTON	5900 W CHANDLER BLVD CHANDLER AZ 85226	480-961-3050
MICHELLE SLAYTON	1090 E PECOS RD CHANDLER AZ 85225	480-821-5136
MICHELLE SLAYTON	6990 W SUNDUST ROAD CHANDLER AZ 85226	520-796-2230
GREGORY L COOK	1948 N HWY 89 CHINO VALLEY AZ 86323	928-636-5847
KYONG KAPALCZYNSKI	900 N ARIZONA BLVD COOLIDGE AZ 85128	520-723-4063
DERIK COOK	1129 HWY 260 COTTONWOOD AZ 86326	928-634-9622
TASHINA FREEMAN	104 5TH ST DOUGLAS AZ 85607	520-364-8388
WAYNE E STINGLEY	12900 W. THUNDERBIRD RD. (WM#4336) EL MIRAGE AZ 85335	623-523-0203
ABELARDO MARTINEZ, III	3160 N TOLTEC RD ELOY AZ 85122	520-466-7135
GREGORY L COOK	1401 S MILTON RD FLAGSTAFF AZ 86001-6308	928-774-9030

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GREGORY L COOK	4930 N HWY 89 FLAGSTAFF AZ 86001	928-526-2235
GREGORY L COOK	1940 E BUTLER FLAGSTAFF AZ 86004	928-779-9509
EDWARD KAPALCZYNSKI	801 N HIGHWAY 79 FLORENCE AZ 85132	520-868-8040
EDWARD KAPALCZYNSKI	3423 N HUNT HWY FLORENCE AZ 85132	520-723-1693
ABELARDO MARTINEZ, III	1511 E AZTEC RD FORT MOHAVE AZ 86426	928-704-1717
JERRY WERNAU	16936 E SHEA FOUNTAIN HILLS AZ 85268	480-837-0033
ABELARDO MARTINEZ, III	800 PIMA ST GILA BEND AZ 85337-0756	928-683-2366
EARNEST L ADAIR	1945 E BASELINE RD GILBERT AZ 85234-2268	480-497-8727
EARNEST L ADAIR	3021 S VAL VISTA GILBERT AZ 85296	480-722-9376
EARNEST L ADAIR	145 S HIGLEY RD GILBERT AZ 85296	480-687-3698
MICHELLE ADAIR	821 N VAL VISTA DR GILBERT AZ 85234	480-503-0556
MICHELLE ADAIR	774 S VAL VISTA DRIVE GILBERT AZ 85296	480-633-2424
VIKAS MITTAL	1536 N HIGLEY RD GILBERT AZ 85234	480-830-9669
MICHAEL E PEGRAM	825 W WARNER RD GILBERT AZ 85233	480-926-5449
CATHERINE SANCHEZ	4740 E QUEEN CREEK RD GILBERT AZ 85236	480-988-9466
CATHERINE SANCHEZ	N OF THE NW CORNER OF HIGLEY & CHANDLER GILBERT AZ 85298	480-988-5981
MICHELLE SLAYTON	47 N MCQUEEN GILBERT AZ 85233	480-497-4558
LEE A HERIAUD	4401 W GLENDALE AVE GLENDALE AZ 85301-2804	623-934-1123
STEVE K LANINI	6762 WEST CAMELBACK ROAD GLENDALE AZ 85303	623-846-8075
STEVE K LANINI	16874 N 59TH AVE GLENDALE AZ 85306-1118	602-938-7397
STEVE K LANINI	6002 N 59TH AVE GLENDALE AZ 85301	623-847-1394
STEVE K LANINI	8325 W GLENDALE GLENDALE AZ 85305	623-877-1776
STEVE K LANINI	5842 W OLIVE GLENDALE AZ 85302	623-939-2114
DARIAN L MELLON	7011 N LITCHFIELD ROAD GLENDALE AZ 85307	623-935-1345
SUKHVINDER THIARA	20227 N 67TH AVE GLENDALE AZ 85308	623-572-7253
SUKHVINDER THIARA	5605 W NORTHERN W M #5124 GLENDALE AZ 85301	623-847-5187
ABELARDO MARTINEZ, III	1608 E ASH GLOBE AZ 85501-1430	928-425-6040
BRENT BOHN	7138 E US HIGHWAY 60 GOLD CANYON AZ 85118	480-982-6273
DARIAN L MELLON	870 N DYSART GOODYEAR AZ 85338-1111	623-932-2707
DARIAN L MELLON	13870 W MCDOWELL RD GOODYEAR AZ 85395	623-535-5628
DARIAN L MELLON	1100 N ESTRELLA PKWY WM 5369 GOODYEAR AZ 85339	623-932-0131
DARIAN L MELLON	632 NORTH ESTRELLA PARKWAY GOODYEAR AZ 85338	623-925-8540
DARIAN L MELLON	17640 W ELLIOT ROAD GOODYEAR AZ 85338	623-386-2730
PAUL DIAS	170 W CONTINENTAL RD GREEN VALLEY AZ 85614-1957	520-625-5305
ABELARDO MARTINEZ, III	1617 E NAVAJO BLVD HOLBROOK AZ 86047	928-524-3938
ABELARDO MARTINEZ, III	NWC HWY 160 & 166 KAYENTA AZ 86033	928-697-8169
ABELARDO MARTINEZ, III	3264 E ANDY DEVINE KINGMAN AZ 86401-3702	928-757-2626
ABELARDO MARTINEZ, III	3431 STOCKTON HILL ROAD KINGMAN AZ 86409	928-757-5600
ABELARDO MARTINEZ, III	100 SWANSON AVE LAKE HAVASU CITY AZ 86403	928-855-1039
ABELARDO MARTINEZ, III	6501 SHOWPLACE AVENUE LAKE HAVASU CITY AZ 86403	928-764-1601
ABELARDO MARTINEZ, III	#6 W WHITE MOUNTAIN RD LAKESIDE AZ 85929	928-367-6126
DARIAN L MELLON	13018 W INDIAN SCHOOL RD LITCHFIELD PARK AZ 85340	623-935-7710
PAUL DIAS	13934 N SANDARIO RD MARANA AZ 85653	520-682-9541
CHARLES R GRAY	3830 W INA RD MARANA AZ 85741-2240	520-744-9201
CHARLES R GRAY	3640 W TANGERINE ROAD MARANA AZ 85742	520-744-4788
MICHELLE SLAYTON	20700 N JOHN WAYNE PKWY MARICOPA AZ 85239	520-568-2854
MICHELLE SLAYTON	41710 W MARICOPA CASA GRANDE HIGHWAY MARICOPA AZ 85138	520-568-6714
GREGORY L COOK	19601 E CORDES LAKE ROAD MAYER AZ 86333	928-632-7527
BRENT BOHN	9145 E APACHE TRAIL MESA AZ 85207	480-984-8064
BRENT BOHN	2035 S ELLSWORTH MESA AZ 85212	480-357-7685
BRENT BOHN	2751 S SIGNAL BUTTE RD MESA AZ 85209	480-380-3736
BRENT BOHN	1328 S. SIGNAL BUTE RD MESA AZ 85209	480-597-3718
GERALD GEHRKE	146 W BASELINE ROAD MESA AZ 85210	480-461-4221
TRAVIS L HERIAUD	2665 S ALMA SCHOOL RD MESA AZ 85210-4018	480-897-0394
TRAVIS L HERIAUD	1350 SOUTH POWER ROAD MESA AZ 85206	480-807-2595
TRAVIS L HERIAUD	1960 E MAIN MESA AZ 85203	480-833-0991
TRAVIS L HERIAUD	411 N VAL VISTA MESA AZ 85205	480-641-6044
TRAVIS L HERIAUD	1213 S GREENFIELD RD MESA AZ 85206	480-218-6267
TRAVIS L HERIAUD	5255 S POWER ROAD MESA AZ 85212	480-988-1646
VIKAS MITTAL	1460 W SOUTHERN AVE MESA AZ 85202	480-464-7647
CATHERINE SANCHEZ	9225 E CADENCE PKWY MESA AZ 85212	480-597-4498
MICHELLE SLAYTON	2130 W SOUTHERN AVE MESA AZ 85202	480-833-5761
MICHELLE SLAYTON	857 N. DOBSON WM 2482 MESA AZ 85201	480-733-4010
MICHELLE SLAYTON	909 NORTH DOBSON ROAD MESA AZ 85201	480-668-5747
BRADLEY E TEUFEL	2001 N COUNTRY CLUB MESA AZ 85201-1204	480-835-7054
BRADLEY E TEUFEL	1250 S COUNTRY CLUB MESA AZ 85210	480-835-6054
BRADLEY E TEUFEL	1158 N HIGLEY MESA AZ 85205-5300	480-396-2161

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BRADLEY E TEUFEL	1212 W MAIN MESA AZ 85202	480-834-9585
BRADLEY E TEUFEL	358 E UNIVERSITY DR MESA AZ 85201	480-835-9012
BRADLEY E TEUFEL	6748 E MCKELLIPS MESA AZ 85215	480-324-1150
BRADLEY E TEUFEL	1948 EAST MCKELLIPS ROAD MESA AZ 85203	480-292-8733
TASHINA FREEMAN	252 W CRAWFORD ST NOGALES AZ 85621-3208	520-287-9248
TASHINA FREEMAN	470 W MARIPOSA RD NOGALES AZ 85621	520-761-3797
JUSTIN OSBORNE	10795 N ORACLE RD ORO VALLEY AZ 85737	520-531-8100
ABELARDO MARTINEZ, III	1004 W HAUL RD PAGE AZ 86040	928-645-2271
ABELARDO MARTINEZ, III	990 W RIVERSIDE DRIVE PARKER AZ 85344	928-669-8872
ABELARDO MARTINEZ, III	101 SOUTH BEELINE HIGHWAY PAYSON AZ 85541-4926	928-474-3698
STEVE K LANINI	7515 W BELL RD PEORIA AZ 85382	623-486-0613
SUKHVINDER THIARA	9119 AND 9127 W UNION HILLS PEORIA AZ 85382	623-875-3045
SUKHVINDER THIARA	8325 W DEER VALLEY RD PEORIA AZ 85382	623-376-8934
SUKHVINDER THIARA	24710 N LAKE PLEASANT PARKWAY PEORIA AZ 85383	623-537-0785
EARNEST L ADAIR	2447 E BELL RD PHOENIX AZ 85032-2411	602-867-1489
EARNEST L ADAIR	3212 E GREENWAY PHOENIX AZ 85032	602-493-9513
BRENT BOHN	10230 N 32ND ST PHOENIX AZ 85028-3823	602-404-9785
BRENT BOHN	125 N 24TH STREET PHOENIX AZ 85034-1332	602-231-0924
BRENT BOHN	926 E INDIAN SCHOOL RD PHOENIX AZ 85014	602-248-0900
BRENT BOHN	6005 S CENTRAL AVE PHOENIX AZ 85040	602-276-6518
BRENT BOHN	24TH ST & BASELINE PHOENIX AZ 85040	602-276-8979
BRENT BOHN	3130 E BROADWAY PHOENIX AZ 85040	602-232-2828
CHRISTOPHER CARNEY	1601 E GLENDALE PHOENIX AZ 85036	602-604-8159
CHRISTOPHER CARNEY	1635 E CAMELBACK RD PHOENIX AZ 85016	602-265-2422
CHRISTOPHER CARNEY	6650 WEST VAN BUREN STREET PHOENIX AZ 85043	623-936-1633
ERIN CLEMENT	5050 W INDIAN SCHOOL ROAD PHOENIX AZ 85031	623-247-6271
KENNETH A CLEMENT	2427 W THOMAS RD PHOENIX AZ 85015-5941	602-258-4421
KENNETH A CLEMENT	3207 W INDIAN SCHOOL PHOENIX AZ 85017-3902	602-234-1458
KENNETH A CLEMENT	4750 E WARNER RD PHOENIX AZ 85044	480-496-9037
KENNETH A CLEMENT	223 N 7TH AVE PHOENIX AZ 85003	602-254-9374
GREGORY L COOK	3848 W PINNACLE PEAK RD PHOENIX AZ 85310	623-580-9618
GREGORY L COOK	20210 N CAVE CREEK RD PHOENIX AZ 85024	602-923-1835
GREGORY L COOK	3140 W CAREFREE HIGHWAY PHOENIX AZ 85086	623-434-8377
GREGORY L COOK	6535 W HAPPY VALLEY RD PHOENIX AZ 85310	623-566-4629
GERALD GEHRKE	750 W CAMELBACK RD PHOENIX AZ 85013-2207	602-265-6722
GERALD GEHRKE	2667 W CAMELBACK PHOENIX AZ 85017-3211	602-249-4745
GERALD GEHRKE	6145 N 35TH AVE (WAL*MART 5330) PHOENIX AZ 85017	602-249-2704
TRAVIS L HERIAUD	2305 W BETHANY HOME RD PHOENIX AZ 85015-1825	602-249-1456
TRAVIS L HERIAUD	1905 W NORTHERN AVE PHOENIX AZ 85021-5155	602-995-2650
TRAVIS L HERIAUD	3501 W. VAN BUREN ST. PHOENIX AZ 85009	602-272-5723
TRAVIS L HERIAUD	545 E MCDOWELL PHOENIX AZ 85007	602-262-2388
TRAVIS L HERIAUD	1532 N 51ST AVE PHOENIX AZ 85043-1777	602-484-0240
TRAVIS L HERIAUD	5120 W BASELINE RD PHOENIX AZ 85339	602-237-0950
TRAVIS L HERIAUD	2911 SOUTH 99TH AVENUE PHOENIX AZ 85353	623-907-3022
TRAVIS L HERIAUD	5950 S. 35TH AVE PHOENIX AZ 85041	602-975-8955
TRAVIS L HERIAUD	711 W INDIAN SCHOOL ROAD PHOENIX AZ 85013	602-277-5512
TRAVIS L HERIAUD	1844 W BASELINE ROAD PHOENIX AZ 85041	480-219-8816
TRAVIS L HERIAUD	3501 W BETHANY HOME RD PHOENIX AZ 85019	602-242-1323
BRANDON O'ROURKE	3323 N 24TH ST PHOENIX AZ 85016-7317	602-956-7710
BRANDON O'ROURKE	3155 E. INDIAN SCHOOL RD PHOENIX AZ 85018	602-955-1168
MICHAEL E PEGRAM	4430 E THOMAS PHOENIX AZ 85018-7608	602-840-6281
MICHAEL E PEGRAM	1850 S 7TH ST PHOENIX AZ 85034-5120	602-252-4532
MICHELLE SLAYTON	4019 E CHANDLER PHOENIX AZ 85044-8834	480-759-4085
MICHELLE SLAYTON	1255 E CHANDLER PHOENIX AZ 85048	480-460-4334
MICHELLE SLAYTON	2020 N 75TH AVE W M #1549 PHOENIX AZ 85035	623-846-1464
MICHELLE SLAYTON	7450 WEST LOWER BUCKEYE ROAD PHOENIX AZ 85043	623-248-5890
WAYNE E STINGLEY	1851 W BELL RD PHOENIX AZ 85023-3415	602-866-8525
WAYNE E STINGLEY	2225 W DEER VALLEY RD PHOENIX AZ 85027-1919	623-581-1879
WAYNE E STINGLEY	650 E BELL RD PHOENIX AZ 85022-2311	602-993-3151
WAYNE E STINGLEY	5060 W CACTUS RD PHOENIX AZ 85306	602-547-9242
WAYNE E STINGLEY	626 W UNION HILLS PHOENIX AZ 85027	623-580-9550
WAYNE E STINGLEY	2845 W THUNDERBIRD PHOENIX AZ 85053	602-938-4388
WAYNE E STINGLEY	29555 N CAVE CREEK ROAD PHOENIX AZ 85331	480-515-1583
WAYNE E STINGLEY	3400 E SKY HARBOR BLVD PHOENIX AZ 85034	602-273-2642
SUKHVINDER THIARA	8849 N 7TH ST PHOENIX AZ 85020-2910	602-997-6518
SUKHVINDER THIARA	719 E THUNDERBIRD RD PHOENIX AZ 85020	602-866-8575
JERRY WERNAU	4505 E CACTUS RD PHOENIX AZ 85032-7701	602-996-1140

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GREGORY L COOK	539 MILLER VALLEY RD PRESCOTT AZ 86301-2313	928-445-7490
GREGORY L COOK	3171 WILLOW CREEK PRESCOTT AZ 86305	928-778-1070
GREGORY L COOK	1711 EAST STATE ROUTE 69 PRESCOTT AZ 86303	928-717-7241
GREGORY L COOK	7500 E HWY 69 PRESCOTT VALLEY AZ 86314-2214	928-772-2272
ABELARDO MARTINEZ, III	1241 W MAIN STREET QUARTZSITE AZ 85346	928-927-6262
CATHERINE SANCHEZ	305 E HUNT HWY QUEEN CREEK AZ 85143	480-987-5551
CATHERINE SANCHEZ	40523 N GANTZEL RD QUEEN CREEK AZ 85140	480-888-9096
CATHERINE SANCHEZ	20735 EAST MAYA ROAD QUEEN CREEK AZ 85242	480-888-9966
ABELARDO MARTINEZ, III	1830 THATCHER BLVD SAFFORD AZ 85546	928-428-1619
PAUL DIAS	775 WEST VIA RANCHO SAHUARITA RD SAHUARITA AZ 85629	520-207-1349
JOSE L LEON	566 N MAIN ST SAN LUIS AZ 85349	928-627-1207
GREGORY L COOK	9140 E TALKING STICK WAY SCOTTSDALE AZ 85250	480-443-0080
GREGORY L COOK	15768 N PIMA SCOTTSDALE AZ 85260	480-483-8829
GREGORY L COOK	6335 E GREENWAY SCOTTSDALE AZ 85254	480-368-7930
GREGORY L COOK	11425 E VIA LINDA SCOTTSDALE AZ 85259	480-614-8211
MICHELLE SLAYTON	1516 N HAYDEN RD SCOTTSDALE AZ 85257	480-947-3946
WAYNE E STINGLEY	18241 NORTH PIMA ROAD SCOTTSDALE AZ 85255	480-588-5585
WAYNE E STINGLEY	10825 NORTH SCOTTSDALE ROAD SCOTTSDALE AZ 85254	480-275-6970
BRADLEY E TEUFEL	8001 E INDIAN SCHOOL RD SCOTTSDALE AZ 85257	480-429-5224
JERRY WERNAU	4830 E BELL RD SCOTTSDALE AZ 85254-6000	602-493-8224
JERRY WERNAU	9251 E SHEA BLVD SCOTTSDALE AZ 85258	480-451-1803
JERRY WERNAU	2882 N SCOTTSDALE RD SCOTTSDALE AZ 85257	480-946-7809
JERRY WERNAU	5998 N GRANITE REEF RD SCOTTSDALE AZ 85250	480-607-4652
DERIK COOK	2380 W US HWY 89A SEDONA AZ 86336-5344	928-282-6211
ABELARDO MARTINEZ, III	225 WHITE MOUNTAIN RD SHOW LOW AZ 85901	928-537-7609
PATRICK D RICHARDS	1802 FRY BLVD SIERRA VISTA AZ 85635-2703	520-459-2524
PATRICK D RICHARDS	3536 CANYON DE FLORES SIERRA VISTA AZ 85650	520-378-2073
ABELARDO MARTINEZ, III	380 S MAIN ST SNOWFLAKE AZ 85937	928-536-7763
LEANN RICHARDS	1901 S 6TH AVE SOUTH TUCSON AZ 85713	520-624-7665
ABELARDO MARTINEZ, III	180 EAST MAIN STREET SPRINGERVILLE AZ 85938	928-333-4504
SUKHVINDER THIARA	10040 W BELL RD SUN CITY AZ 85373	623-977-8667
EARNEST L ADAIR	11125 E RIGGS RD SUN LAKES AZ 85248	480-802-4224
CHRISTOPHER CARNEY	13933 N LITCHFIELD RD SURPRISE AZ 85374	623-544-9535
TRAVIS L HERIAUD	14553 W GRAND AVE SURPRISE AZ 85374	623-214-7842
WAYNE E STINGLEY	13770 W BELL RD (W*M #2777) SURPRISE AZ 85374	623-975-2915
WAYNE E STINGLEY	16547 WEST BELL ROAD SURPRISE AZ 85388	623-537-5300
WAYNE E STINGLEY	LOOP 303 & WADELL WM #5429 SURPRISE AZ 85388	623-546-5526
WAYNE E STINGLEY	15525 W GREENWAY RD SURPRISE AZ 85379	623-214-5599
BRENT BOHN	1325 W BROADWAY TEMPE AZ 85282-1212	480-966-1746
BRENT BOHN	3218 S MCCLINTOCK RD TEMPE AZ 85282-5630	480-839-5775
BRENT BOHN	1429 W BASELINE TEMPE AZ 85283	480-897-3512
KENNETH A CLEMENT	1525 W ELLIOT RD TEMPE AZ 85284	480-636-1044
GERALD GEHRKE	625 E BASELINE RD TEMPE AZ 85283	480-838-8687
MICHAEL E PEGRAM	1205 S RURAL RD TEMPE AZ 85280-1393	480-829-6604
MICHAEL E PEGRAM	1785 E UNIVERSITY TEMPE AZ 85281	480-446-8619
MICHELLE SLAYTON	3255 S 48TH ST TEMPE AZ 85282-3148	602-438-2722
MICHELLE SLAYTON	1740 E ELLIOT RD TEMPE AZ 85282	480-345-7370
MICHELLE SLAYTON	9955 S PRIEST TEMPE AZ 85284	480-785-7932
MICHELLE SLAYTON	455 W GUADALUPE RD TEMPE AZ 85282	480-755-4433
ABELARDO MARTINEZ, III	195 SOUTH MAIN STREET TUBA CITY AZ 86045	928-283-4322
ROGER CANCHOLA	3310 E 22ND ST TUCSON AZ 85713-2352	520-325-6581
ROGER CANCHOLA	2525 S CRAYCROFT TUCSON AZ 85711-6630	520-747-7670
ROGER CANCHOLA	3105 E VALENCIA TUCSON AZ 85706	520-573-1948
ROGER CANCHOLA	1187 W IRVINGTON RD TUCSON AZ 85714	520-295-0123
ROGER CANCHOLA	1650 W VALENCIA (WM#1612) TUCSON AZ 85746	520-806-1003
ROGER CANCHOLA	1785 W AJO WAY TUCSON AZ 85713	520-807-0867
PAUL DIAS	3232 N CAMPBELL AVE TUCSON AZ 85719-2305	520-881-4514
PAUL DIAS	6102 E BROADWAY BLVD TUCSON AZ 85711	520-790-6011
PAUL DIAS	540 W VALENCIA RD TUCSON AZ 85706	520-746-0853
PAUL DIAS	5640 N SWAN TUCSON AZ 85718-4525	520-299-5953
PAUL DIAS	8800 E BROADWAY TUCSON AZ 85710-4035	520-721-2562
PAUL DIAS	9490 E GOLF LINKS TUCSON AZ 85730-1354	520-886-9615
PAUL DIAS	2990 W VALENCIA TUCSON AZ 85746	520-578-3747
PAUL DIAS	801 E GRANT TUCSON AZ 85719-2933	520-791-0800
PAUL DIAS	6651 E TANQUE VERDE RD TUCSON AZ 85715	520-298-2490
PAUL DIAS	4960 W AJO HWY TUCSON AZ 85757	520-908-8696
PAUL DIAS	30 S HOUGHTON RD TUCSON AZ 85748	520-751-0074

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAUL DIAS	5445 E SPEEDWAY BLVD TUCSON AZ 85712	520-323-7275
PAUL DIAS	9075 E TANQUE VERDE RD TUCSON AZ 85749	520-749-4777
PAUL DIAS	3315 N SWAN TUCSON AZ 85712	520-881-0730
PAUL DIAS	9130 E VALENCIA ROAD TUCSON AZ 85747	520-663-1327
PAUL DIAS	7090 E. 22ND STREET TUCSON AZ 85710	520-747-1351
PAUL DIAS	2130 WEST RIVER ROAD TUCSON AZ 85704	520-887-5587
PAUL DIAS	9090 S HOUGHTON ROAD TUCSON AZ 85747	520-838-0400
CHARLES R GRAY	4495 N ORACLE RD TUCSON AZ 85705-1635	520-888-6790
CHARLES R GRAY	292 W MCGEE TUCSON AZ 85704-6434	520-742-3600
CHARLES R GRAY	8349 N CORTARO RD TUCSON AZ 85743	520-744-7713
CHARLES R GRAY	3800 W LINDAVISTA BLVD TUCSON AZ 85742	520-744-5370
MICHAEL T OSBORNE	1711 E SPEEDWAY BLVD TUCSON AZ 85719-4514	520-325-6361
MICHAEL T OSBORNE	3856 E SPEEDWAY BLVD TUCSON AZ 85716	520-327-3355
LEANN RICHARDS	5225 S PALO VERDE TUCSON AZ 85706	520-741-1634
LEANN RICHARDS	2250 W IRONWOOD HILLS TUCSON AZ 85745-1056	520-798-3445
LEANN RICHARDS	1059 E TUCSON MARKETPLACE BLVD TUCSON AZ 85713	520-882-4462
LEANN RICHARDS	4555 S CAMPBELL AVE TUCSON AZ 85714	520-849-6461
GREGORY L COOK	US HWY 180 PO BOX 3026 TUSAYAN AZ 86023-3026	928-638-2208
PAUL DIAS	13350 E MARY ANN CLEVELAND WAY VAIL AZ 85641	520-372-8524
ABELARDO MARTINEZ, III	370 E WICKENBURG WAY WICKENBURG AZ 85358	928-684-2972
LEANN RICHARDS	1105 REX ALLEN DR WILLCOX AZ 85643-1013	520-384-4775
GREGORY L COOK	805 N. GRAND CANYON BLVD. WILLIAMS AZ 86046	928-635-9100
ABELARDO MARTINEZ, III	HWY 264 WINDOW ROCK AZ 86515	928-871-5565
ABELARDO MARTINEZ, III	1616 N PARK WINSLOW AZ 86047	928-289-5710
JOSE L LEON	2560 S 4TH AVE YUMA AZ 85364-7221	928-344-3613
JOSE L LEON	1195 E 16TH ST YUMA AZ 85364	928-782-2113
JOSE L LEON	1610 S AVE B YUMA AZ 85364-7233	928-783-1610
JOSE L LEON	11251 E COMMERCIAL CENTRE LOOP YUMA AZ 85367	928-342-7258
ANDREW MARROQUIN	3750 SIERRA HWY ACTON CA 93510-1253	661-269-4008
STEVEN HO	29161 CANWOOD ST AGOURA HILLS CA 91301-3347	818-991-2781
BRADLEY A GOLDBLATT	2239 SHORELINE DR ALAMEDA CA 94501-6227	510-521-4409
PHYLLIS GOLDBLATT	715 CENTRAL AVE ALAMEDA CA 94501-3818	510-865-0200
JULIE PERNECKY	909 E MAIN ST ALHAMBRA CA 91801	626-289-4541
JULIE PERNECKY	1520 W VALLEY BLVD ALHAMBRA CA 91803	626-576-9249
PAUL PERNECKY	2310 W. COMMONWEALTH ALHAMBRA CA 91803	626-281-1603
CHRISTOPHER LECORNU	2959 ALPINE BLVD ALPINE CA 91901	619-659-1615
MICHAEL E PERNECKY	1306 N ALTADENA DR ALTADENA CA 91107	626-791-9678
PAUL PERNECKY	2157 LINCOLN AVE ALTADENA CA 91001-5449	626-398-9966
SCOTT A FRISBIE	2411 W BALL RD ANAHEIM CA 92804-5210	714-995-1251
SCOTT A FRISBIE	119 WEST BALL ROAD ANAHEIM CA 92805-6045	714-991-3211
SCOTT A FRISBIE	740 N EUCLID ST ANAHEIM CA 92801-4115	714-776-7290
SCOTT A FRISBIE	1810 S STATE COLLEGE BLVD ANAHEIM CA 92805	714-938-0484
LARRY S KAPLAN	3210 W LINCOLN AVE ANAHEIM CA 92801	714-995-9118
SHARON M MACDONALD	1100 NORTH STATE COLLEGE BLVD ANAHEIM CA 92806-2703	714-533-2129
SHARON M MACDONALD	1500 S HARBOR BLVD ANAHEIM CA 92802-2312	714-491-0563
SHARON M MACDONALD	1410 NORTH LEMON STREET ANAHEIM CA 92801	714-447-4203
NEAL RUBY	5621 E LA PALMA AVE ANAHEIM CA 92807	714-777-1026
PATTI ANN WIDDICOMBE	10900 KATELLA AVE ANAHEIM CA 92804-6134	714-956-4275
SCOTT I RODRICK	3100 MCMURRAY DR ANDERSON CA 96007-4600	530-378-0161
DENNIS GRASPOINTNER	33 NORTH MAIN STREET ANGELS CAMP CA 95222	209-736-9289
PERCY JOHNSON	7899 WALERGA RD ANTELOPE CA 95843	916-729-1380
BRADLEY A GOLDBLATT	2424 MAHOGANY WAY ANTIOCH CA 94509-2966	925-778-2186
BRADLEY A GOLDBLATT	4440 LONE TREE WAY ANTIOCH CA 94509	925-756-7689
BRADLEY A GOLDBLATT	3450 DEER VALLEY RD ANTIOCH CA 94509	925-778-5725
BRADLEY A GOLDBLATT	4893 LONE TREE WAY ANTIOCH CA 94509	925-754-1100
MARISOL C SANCHEZ	19200 BEAR VALLEY ROAD APPLE VALLEY CA 92307	760-247-0951
MARISOL C SANCHEZ	20221 HWY 18 APPLE VALLEY CA 92307	760-946-9076
MICHAEL E PERNECKY	143 E FOOTHILL BLVD ARCADIA CA 91006-2506	626-301-0982
MICHAEL E PERNECKY	400 S BALDWIN AVENUE ARCADIA CA 91007	626-462-9662
COSME A FAGUNDO	4901 VALLEY WEST BLVD ARCATA CA 95521-4638	707-822-0888
KEITH HANDLEY	410 GRAND AVE PO BOX 306 ARROYO GRANDE CA 93420	805-489-7614
JENNIFER BRIONES	17523 PIONEER BLVD ARTESIA CA 90701-4006	562-865-7622
MARYANN PACIULLO	798 BEAR MOUNTAIN BLVD ARVIN CA 93203	661-854-7512
JASON D GOLDBLATT	16552 E 14TH STREET ASHLAND CA 94578	510-317-5950
VICTOR QUIROZ	6300 MORRO RD ATASCADERO CA 93422	805-466-6300
JOHN ABBATE	2720 SHAFFER RD ATWATER CA 95301	209-357-4150
JOHN ABBATE	1521 BELL DRIVE ATWATER CA 95301	209-358-7256



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DANIEL P KASSITY	2865 BELL RD AUBURN CA 95603-2539	530-885-0731
ROBERT F KASSITY	13370 LINCOLN WAY AUBURN CA 95603-3250	530-823-1521
JULIE PERNECKY	13814 VALLEY BLVD AVOCADO HEIGHTS CA 91746-2514	626-968-3521
MARGARITA T WORLEY	980 E ALOSTA AVE AZUSA CA 91702	626-969-2815
MARGARITA T WORLEY	219 S. AZUSA AZUSA CA 91702	626-334-4800
JAMES A ABBATE	13003 ROSEDALE HWY BAKERSFIELD CA 93312	661-587-0110
JAMES A ABBATE	2601 FASHION PL BAKERSFIELD CA 93306	661-871-3635
JAMES A ABBATE	3037 NILES ST BAKERSFIELD CA 93306	661-327-7017
JAMES A ABBATE	356 WEEDPATCH HWY BAKERSFIELD CA 93307	661-364-0430
JAMES A ABBATE	6225 COLONY ST BAKERSFIELD CA 93307	661-834-4420
JAMES A ABBATE	11150 STOCKDALE HWY BAKERSFIELD CA 93311	661-663-7262
JOEY CINQUEMANI	5363 OLIVE DRIVE BAKERSFIELD CA 93308	661-392-1201
MATTHEW R DELPH	3360 PANAMA LN BAKERSFIELD CA 93313	661-827-1310
MATTHEW R DELPH	1607 PANAMA LANE BAKERSFIELD CA 93307	661-833-3866
MATTHEW R DELPH	6707 PANAMA LANE BAKERSFIELD CA 93313	661-835-8502
ROGER P DELPH	35102 MERLE HAGGARD DRIVE BAKERSFIELD CA 93308	661-393-7402
EDWARD GALLO, JR.	4601 COFFEE RD BAKERSFIELD CA 93312	661-587-7284
EDWARD GALLO, JR.	CHESTER & BRUNDAGE BAKERSFIELD CA 93304	661-336-0372
TRISHA GALLO-ESCOBAR	2701 WHITE LN BAKERSFIELD CA 93304-6815	661-834-8560
RONALD C JOHNS	4600 MING AVE BAKERSFIELD CA 93309-4822	661-833-8706
RONALD C JOHNS	1812 N UNION AVE BAKERSFIELD CA 93305-5651	661-323-1115
RONALD C JOHNS	1000 REAL RD BAKERSFIELD CA 93309-1006	661-324-0557
RONALD C JOHNS	7901 WHITE LN BAKERSFIELD CA 93313	661-837-1572
RONALD C JOHNS	2699 MOUNT VERNON AVE BAKERSFIELD CA 93306	661-871-8121
RONALD C JOHNS	5410 STOCKDALE HWY BAKERSFIELD CA 93309	661-325-2263
MARYANN PACIULLO	2310 F ST BAKERSFIELD CA 93301	661-327-1720
MARISOL C SANCHEZ	14008 RAMONA BLVD BALDWIN PARK CA 91706-4130	626-962-4210
MARGARITA T WORLEY	14530 BALDWIN PARK BALDWIN PARK CA 91706	626-960-4884
IVAN YOUSSEF	3160 BALDWIN PARK BLVD BALDWIN PARK CA 91706	626-851-0179
JEFFREY M MARTINEZ	2140 W RAMSEY ST BANNING CA 92220-4283	951-849-2419
ANDREW MARROQUIN	1611 E MAIN ST BARSTOW CA 92311-3239	760-957-7125
ANDREW MARROQUIN	2571 COMMERCE PKY BARSTOW CA 92311-9568	760-253-2200
BRADLEY A GOLDBLATT	220 BAILEY ROAD BAY POINT CA 94565	925-458-1973
RANDELL S BAREMOR	1492 E 2ND MARKETPLACE BEAUMONT CA 92223	951-845-8236
JEFFREY M MARTINEZ	501 BEAUMONT AVE BEAUMONT CA 92223	951-530-6017
TI CHANG	5725 FLORENCE AVE BELL GARDENS CA 90201	323-771-1333
PONGDEJ TULAPHORN	16208 LAKEWOOD BOULEVARD BELLFLOWER CA 90706-5150	562-925-3001
PONGDEJ TULAPHORN	8507 ARTESIA BLVD BELLFLOWER CA 90706	562-242-1549
AMANDA L O'LEARY	522 EL CAMINO REAL BELMONT CA 94002-2121	650-592-6833
ALADDIN DINO SAMMAKIEH	1602 E 2ND ST BENICIA CA 94510	707-745-6340
ALADDIN DINO SAMMAKIEH	2110 COLUMBUS PARKWAY BENICIA CA 94510	707-746-6899
ALADDIN DINO SAMMAKIEH	1198 SAN PABLO AVE BERKELEY CA 94706-2245	510-525-1411
ALADDIN DINO SAMMAKIEH	1998 SHATTUCK AVE BERKELEY CA 94704-1032	510-843-1500
RANDELL S BAREMOR	41412 BIG BEAR BLVD BIG BEAR LAKE CA 92314	909-693-5233
ANDREW MARROQUIN	562 N MAIN ST BISHOP CA 93514-2745	760-872-1211
ABELARDO MARTINEZ, III	191 S LOVEKIN BLVD BLYTHE CA 92225-2504	760-922-5938
ROBERT R SUTHERLAND	4340 BONITA RD BONITA CA 91902	619-472-0627
FRANCISCO M SANCHEZ	5565 MISSION AVE BONSALL CA 92028	760-758-1936
ABELARDO MARTINEZ, III	105 W MAIN ST BRAWLEY CA 92227-2352	760-344-8855
DAVID HORNER	2505 E IMPERIAL HWY BREA CA 92821	714-671-1850
PETER E HORNER	825 E IMPERIAL HWY BREA CA 92821	714-529-5791
BRADLEY A GOLDBLATT	7455 BRENTWOOD BLVD BRENTWOOD CA 94513-2026	925-634-4414
JASON D GOLDBLATT	2351 BALFOUR RD BRENTWOOD CA 94513	925-516-6790
VICTOR QUIROZ	337 MCMURRAY RD BUELLTON CA 93427	805-688-1055
PETER E HORNER	5900 BEACH BLVD BUENA PARK CA 90621	714-523-3542
PETER E HORNER	7861 BEACH BLVD BUENA PARK CA 90620-1936	714-521-2303
TODD HORNER	7050 KNOTT AVE BUENA PARK CA 90620-1363	714-739-0353
RICHARD M BECHGUENTURIAN	1127 N SAN FERNANDO BLVD BURBANK CA 91504	818-842-5878
RICHARD M BECHGUENTURIAN	1701 W OLIVE AVE BURBANK CA 91506-2433	818-846-8885
RICHARD M BECHGUENTURIAN	900 W BURBANK BLVD BURBANK CA 91506	818-556-6285
RICHARD M BECHGUENTURIAN	2565 HOLLYWOOD WAY BURBANK CA 91505-1018	818-565-0417
SCOTT I RODRICK	37443 ENTERPRISE DR BURNEY CA 96013	530-335-2844
MARYANN PACIULLO	20700 TRACEY AVE BUTTONWILLOW CA 93206-0726	661-764-6488
JEFFREY M MARTINEZ	48350 SEMINOLE DR CABAZON CA 92230	951-922-1981
STEVEN HO	4785 LAS VIRGENES RD CALABASAS CA 91302-1910	818-880-8661
JOSE L LEON	720 IMPERIAL AVE CALEXICO CA 92231-3153	760-357-6309
HERNANDO MARROQUIN	9628 CALIFORNIA CITY BOULEVARD CALIFORNIA CITY CA 93505	760-373-3399

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JESSICA EVANS	1199 CALIMESA BLVD CALIMESA CA 92320	909-795-0895
CLAYTON F PASCHEN III	4860 SANTA ROSA RD CAMARILLO CA 93012	805-484-9616
CLAYTON F PASCHEN, JR.	1650 ARNEILL ROAD CAMARILLO CA 93010-3402	805-987-1115
CLAYTON F PASCHEN, JR.	60 DAILY DRIVE CAMARILLO CA 93010-5812	805-484-2535
DANIEL P KASSITY	3356 COACH LN CAMERON PARK CA 95682-8453	530-677-5944
SEAN PIAZZA	22026 VANDEGRIFT BLVD CAMP PENDLETON CA 92055	760-385-0235
SEAN PIAZZA	20844 VANDEGRIFT BLVD CAMP PENDLETON CA 92055	760-430-4630
SEAN PIAZZA	430314 BROWN ST CAMP PENDLETON CA 92055	760-237-3723
ANDREW MARROQUIN	6750 DESOTO AVE CANOGA PARK CA 91303	818-346-0634
MICHAEL S TECK	22200 SHERMAN WAY CANOGA PARK CA 91303	818-340-0091
STEPHEN D PEAT	1760 41ST AVE CAPITOLA CA 95010-2503	831-476-1512
K. R. SCHULZ	5990 AVENIDA ENCINAS CARLSBAD CA 92008-4405	760-931-9311
CHRISTOPHER A KASSITY	7329 FAIR OAKS BLVD CARMICHAEL CA 95608	916-488-8233
BRIDGET RUIZ	5100 FAIR OAKS BLVD CARMICHAEL CA 95608	916-971-6920
CLAYTON F PASCHEN, JR.	1115 CASITAS PASS ROAD CARPINTERIA CA 93013	805-684-7818
TAWNIE L BLADE	21836 SOUTH AVALON BLVD CARSON CA 90745	310-549-2950
TAWNIE L BLADE	130 WEST SEPULVEDA BLVD CARSON CA 90749	310-847-7543
TAWNIE L BLADE	20315 S AVALON BLVD CARSON CA 90746	310-329-6085
KERRI HARPER HOWIE	17455 S CENTRAL AVE CARSON CA 90746	310-885-5500
RICHARD M BECHGUENTURIAN	27701 W LAKE HUGHES RD CASTAIC CA 91384	661-295-1623
JASON D GOLDBLATT	2905 GROVE WAY CASTRO VALLEY CA 94546	510-538-1975
RICHARD M SHALHOUB	31-545 DATE PALM DRIVE CATHEDRAL CITY CA 92234-3138	760-324-5250
RICHARD M SHALHOUB	67555 E PALM CANYON CATHEDRAL CITY CA 92234	760-202-0668
RICHARD M SHALHOUB, JR.	31250 BOB HOPE DRIVE CATHEDRAL CITY CA 92234	760-992-5092
DENNIS GRASPOINTNER	1500 MITCHELL RD CERES CA 95307	209-538-0382
ANDREW MARROQUIN	9185 N DESOTO AVE CHATSWORTH CA 91311	818-576-0008
JORDAN RUIZ	655 PALMETTO AVE CHICO CA 95926-4099	530-895-9900
JORDAN RUIZ	2452 CONNORS AVE CHICO CA 95926-1172	530-895-9740
JORDAN RUIZ	2444 NOTRE DAME BLVD CHICO CA 95928-7136	530-899-1285
JORDAN RUIZ	1388 EAST AVE CHICO CA 95973	530-894-7011
BRADLEY HORNER	12625 CENTRAL AVE CHINO CA 91710-3509	909-591-7772
EDDIE PUI LUN YUEN	3770 GRAND AVE CHINO CA 91710	909-590-0557
EDDIE PUI LUN YUEN	14605 RAMONA DR CHINO CA 91710	909-393-3885
EDDIE PUI LUN YUEN	2559 CHINO HILLS PKY CHINO HILLS CA 91709	909-606-4800
EDDIE PUI LUN YUEN	15950 LOS SERRANOS COUNTRY CLUB DR CHINO HILLS CA 91709	909-606-8883
MICHAEL A AGOSTINI	250 E ROBERTSON BLVD CHOWCHILLA CA 93610-9304	559-665-7305
GEORGE RAMZI CAMPOS	3400 HIGHLAND AVE CHULA VISTA CA 91950	619-498-8550
CORWIN B JOHNSON	1288 BROADWAY CHULA VISTA CA 91911-2911	619-585-7341
JILL A LINDSTEDT	1110 3RD ST CHULA VISTA CA 91911	619-422-3803
JILL A LINDSTEDT	725 E ST CHULA VISTA CA 91910-2003	619-422-3668
CHRISTOPHER ROWE	619 BROADWAY CHULA VISTA CA 91910-5309	619-422-3744
ROBERT R SUTHERLAND	551 TELEGRAPH CANYON ROAD CHULA VISTA CA 92010	619-421-5692
ROBERT R SUTHERLAND	2254 OTAY LAKES RD CHULA VISTA CA 91915	619-240-3074
TODD SUTHERLAND	687 EAST PALOMAR CHULA VISTA CA 91911	619-216-7599
TODD SUTHERLAND	1670 MILLENIA AVE CHULA VISTA CA 91915	619-349-3334
COURTNEY ESCALANTE	5402 SUNRISE BLVD CITRUS HEIGHTS CA 95610	916-967-8267
DANIEL P KASSITY	6212 AUBURN BLVD CITRUS HEIGHTS CA 95621	916-725-4359
KENNETH W RISTUBEN	7411 MADISON AVE CITRUS HEIGHTS CA 95610	916-961-8348
KENNETH W RISTUBEN	7632 SUNRISE BLVD CITRUS HEIGHTS CA 95610-2308	916-726-6700
RACQUEL RUIZ	7850 LICHEN DR CITRUS HEIGHTS CA 95621-1000	916-721-7773
ROBERT S ARCINIAGA	3526 E GAGE AVE CITY OF BELL CA 90201	323-277-9673
PONGDEJ TULAPHORN	6350 E WASHINGTON BLVD CITY OF COMMERCE CA 90040	323-722-5535
PETER E HORNER	17951 COLIMA RD CITY OF INDUSTRY CA 91748	626-810-1464
MARISOL C SANCHEZ	860 S INDIAN HILL BLVD CLAREMONT CA 91711	909-482-4996
STEPHEN D PEAT	15940 DAM RD CLEARLAKE CA 95422	707-994-6191
DENISE S HAMM	1149 S CLOVERDALE BLVD CLOVERDALE CA 95425	707-894-4588
JAVIER TORRES	2654 ALLUVIAL AVE CLOVIS CA 93611	559-299-1422
RICHARD M SHALHOUB	83131 AVENUE 48 COACHELLA CA 92236	760-342-0896
RICHARD M SHALHOUB	50090 HARRISON ST COACHELLA CA 92236	760-398-5600
JOHN ABBATE	396 W ELM AVE COALINGA CA 93210-1926	559-935-1740
JOHN ABBATE	25145 W DORRIS AVE COALINGA CA 93210-9723	559-935-3614
MARK RUIZ	501 S AUBURN RD COLFAX CA 95713	530-346-6088
RANDELL S BAREMOR	225 W VALLEY BLVD COLTON CA 92324-2933	909-825-8655
RANDELL S BAREMOR	1201 S MOUNT VERNON AVE COLTON CA 92324-4200	909-824-2540
JOHN G COOK	475 4TH ST COLUSA CA 95932	530-473-2330
NICOLE R ENEARU	901 S LONG BEACH BLVD COMPTON CA 90221	310-638-7526
NICOLE R ENEARU	1733 ALAMEDA ST COMPTON CA 90220	310-669-8802

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KERRI HARPER HOWIE	101 S COMPTON COMPTON CA 90220	310-635-0688
KERRI HARPER HOWIE	1105 LONG BEACH BLVD COMPTON CA 90221	310-638-9417
BRADLEY A GOLDBLATT	4550 CLAYTON RD CONCORD CA 94521-2850	925-825-5585
HOWARD S GOLDBLATT	1691 MONUMENT BLVD CONCORD CA 94520-4101	925-680-7267
HOWARD S GOLDBLATT	107 SUN VALLEY MALL CONCORD CA 94520	925-825-3503
JAMES A ABBATE	2003 WHITLEY AVE CORCORAN CA 93212-2017	559-992-5833
SCOTT I RODRICK	3375 SUNRISE WAY CORNING CA 96021-9748	530-824-2671
EDDIE PUI LUN YUEN	310 S LINCOLN ST CORONA CA 92882	951-735-6690
EDDIE PUI LUN YUEN	1215 MAGNOLIA AVE CORONA CA 92879	951-734-5211
EDDIE PUI LUN YUEN	808 SERFAS CLUB DR CORONA CA 92882	951-340-9089
EDDIE PUI LUN YUEN	1298 E ONTARIO AVE CORONA CA 92879	951-736-1003
ELIZABETH YUEN	400 MCKINLEY ST CORONA CA 92879	951-371-7060
VIRGINIA F MANGIONE	3099 S BRISTOL ST COSTA MESA CA 92626	714-540-1951
ROBERT M NIBEEL	3141 HARBOR BLVD COSTA MESA CA 92626	714-549-1279
ROBERT M NIBEEL	290 BRISTOL STREET COSTA MESA CA 92626	714-557-1438
NEAL RUBY	635 WEST 19TH STREET COSTA MESA CA 92627	949-631-1943
NEAL RUBY	2300 HARBOR BLVD COSTA MESA CA 92626	949-642-7561
ABDUL RAHIM AREF	121 N GRAND AVE COVINA CA 91723	626-858-1750
MARGARITA T WORLEY	928 N AZUSA AVE COVINA CA 91722	626-859-0176
HARPREET DHESI	380 M ST CRESCENT CITY CA 95531-4119	707-464-1913
RANDELL S BAREMOR	24078 LAKE DRIVE CRESTLINE CA 92325	909-693-3388
TI CHANG	8029 ATLANTIC AVE CUDAHY CA 90201	323-560-1660
LEE A FREEMAN	10990 N STELLING RD CUPERTINO CA 95014	408-255-7576
ISABELLE VILLASENOR	10115 VALLEY VIEW RD CYPRESS CA 90630-4602	714-826-3861
COSME W FAGUNDO	2450 JUNIPERO SERRA BLVD DALY CITY CA 94015-1632	650-756-6300
DENISE S HAMM	505 SERRAMONTE BLVD DALY CITY CA 94015-4372	650-756-0993
SCOTT I RODRICK	2750 GENEVA AVE DALY CITY CA 94014-1521	415-467-1666
ROBERT M NIBEEL	34277 SOUTH PACIFIC COAST HIGHWAY DANA POINT CA 92629-2823	949-661-2643
PHYLLIS GOLDBLATT	10000 CROW CANYON RD DANVILLE CA 94526	925-736-8940
DENNIS GRASPOINTNER	4444 CHILES RD DAVIS CA 95616-4340	530-753-5001
CHRISTIAN M SANDOVAL	2705 VIA DE LA VALLE DEL MAR CA 92014-1905	858-481-8595
JOEY CINQUEMANI	907 CECIL AVE DELANO CA 93215-1420	661-725-4646
JOEY CINQUEMANI	610 WOOLLOMES AVE DELANO CA 93215	661-720-9774
RICHARD M SHALHOUB	14280 PALM DR DESERT HOT SPRINGS CA 92240-6846	760-329-3449
DAVID HORNER	21095 GOLDEN SPRINGS RD DIAMOND BAR CA 91789	909-598-4150
TODD HORNER	205 SOUTH DIAMOND BAR BLVD DIAMOND BAR CA 91765-1606	909-861-2624
BETTY ANN TORRES	1725 E EL MONTE WAY DINUBA CA 93618-9317	559-591-1456
JAVIER TORRES	700 W EL MONTE WAY DINUBA CA 93618	559-591-6446
BRADLEY A GOLDBLATT	14896 HIGHWAY 4 DISCOVERY BAY CA 94514	925-513-4025
DENNIS GRASPOINTNER	1410 ARY LN DIXON CA 95620-4200	707-678-1256
RONALD J PIAZZA	10207 LAKEWOOD BLVD DOWNEY CA 90240	562-622-9248
PONGDEJ TULAPHORN	8855 ROSECRANS AVE DOWNEY CA 90242	562-529-7704
PONGDEJ TULAPHORN	7740 E FIRESTONE BLVD DOWNEY CA 90241	562-622-2716
PONGDEJ TULAPHORN	9475 FIRESTONE BLVD DOWNEY CA 90241	562-923-0313
MICHAEL E PERNECKY	1122 E HUNTINGTON DR DUARTE CA 91010-2451	626-359-0985
MICHAEL E PERNECKY	1600 S MOUNTAIN AVE DUARTE CA 91010	626-359-3202
JASON D GOLDBLATT	7145 DUBLIN AVE DUBLIN CA 94568	925-829-0292
RANDOLPH A GARCIA	7331 N FIGUEROA ST EAGLE ROCK CA 90041	323-344-7423
MATTHEW R DELPH	975 N EARLMART AVENUE EARLMART CA 93219	661-849-8950
CODEE L LYNCH	1855 E FLORIDA AVE EAST HEMET CA 92544	951-658-4853
VERONICA SANCHEZ SOTO	5545 E WHITTIER BLVD EAST LOS ANGELES CA 90022	323-721-1345
VERONICA SANCHEZ SOTO	269 S ATLANTIC BLVD EAST LOS ANGELES CA 90022	323-264-7433
MATTHEW V TULAPHORN	3868 E 3RD ST EAST LOS ANGELES CA 90063	323-265-3029
LARRY C TRIPPLETT	2401 UNIVERSITY AVE EAST PALO ALTO CA 94303	650-326-6090
LARRY C TRIPPLETT	1721 E BAYSHORE AVENUE EAST PALO ALTO CA 94303	650-328-2184
RICHARD M SHALHOUB, JR.	12508 LIMONITE AVE EASTVALE CA 91752	951-280-0226
CHRISTOPHER LECORNU	1695 E MAIN ST EL CAJON CA 92021-5205	619-440-4288
CHRISTOPHER LECORNU	2646 JAMACHA RD EL CAJON CA 92019	619-670-3171
LESLIE MANNES	281 N 2ND ST EL CAJON CA 92021-7243	619-447-9595
LESLIE MANNES	886 FLETCHER PKY EL CAJON CA 92020-1818	619-579-2228
CHRISTOPHER ROWE	13574 CAMINO CANADA EL CAJON CA 92021	619-390-6571
ABELARDO MARTINEZ, III	345 N IMPERIAL AVE EL CENTRO CA 92243-2326	760-353-0446
ABELARDO MARTINEZ, III	1990 S 4TH ST EL CENTRO CA 92243	760-353-8511
ALADDIN DINO SAMMAKIEH	11821 SAN PABLO AVE EL CERRITO CA 94530-1751	510-232-2121
DANIEL P KASSITY	4312 TOWN CENTER BLVD EL DORADO HILLS CA 95762	916-933-2868
DEAN R SANCHEZ	11612 E VALLEY BLVD EL MONTE CA 91732-3036	626-579-1047
VERONICA SANCHEZ SOTO	4851 SANTA ANITA RD EL MONTE CA 91731	626-443-9272

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
VERONICA SANCHEZ SOTO	9960 E VALLEY BLVD EL MONTE CA 91731	626-350-3375
VICTOR QUIROZ	2715 BLACK OAK DR EL PASO DE ROBLES CA 93446	805-239-2805
RICHARD BLADE	101 S PACIFIC COAST HWY EL SEGUNDO CA 90245	310-640-2019
LISA DE BONO	23861 BRIDGER RD EL TORO CA 92630-3712	949-768-2976
DENNIS GRASPOINTNER	2733 ELK GROVE BLVD ELK GROVE CA 95758	916-478-9245
CRAIG M SCHRADER	8710 ELK GROVE BLVD ELK GROVE CA 95624-1737	916-585-5507
CRAIG M SCHRADER	7527 LAGUNA BLVD ELK GROVE CA 95758	916-585-5455
CRAIG M SCHRADER	8282 LAGUNA BLVD ELK GROVE CA 95758	916-585-5469
CRAIG M SCHRADER	8361 SHELDON ROAD ELK GROVE CA 95624	916-333-7048
MEGHAN M SCHRADER	10051 BRUCEVILLE ROAD ELK GROVE CA 95757	916-585-5503
MATTHEW T SCHULZ	1271 ENCINITAS BLVD ENCINITAS CA 92024	760-753-1503
MATTHEW T SCHULZ	1064 N EL CAMINO REAL ENCINITAS CA 92024	760-943-9498
HELEN HO	17641 VENTURA BLVD ENCINO CA 91316-3842	818-995-0052
STEVEN HO	15700 VENTURA BLVD ENCINO CA 91436	818-784-0117
LESLIE MANNES	1146 E VALLEY PKY ESCONDIDO CA 92025	760-746-2727
LESLIE MANNES	340 W MISSION AVE ESCONDIDO CA 92025	760-741-0368
SEAN PIAZZA	360 W FELICITA AVE ESCONDIDO CA 92025	760-489-0230
SEAN PIAZZA	1050 W VALLEY PKY ESCONDIDO CA 92025	760-745-8797
SEAN PIAZZA	3400 DEL LAGO BLVD ESCONDIDO CA 92029	760-738-8086
COSME A FAGUNDO	1730 4TH ST EUREKA CA 95501-0722	707-442-8821
COSME A FAGUNDO	3450 S BROADWAY EUREKA CA 95503-3848	707-442-5981
ROGER P DELPH	1109 W VISALIA RD EXETER CA 93221-2204	559-592-5810
RACHEL G JOHNSON	5301 HAZEL AVE FAIR OAKS CA 95628	916-967-1642
PHYLLIS GOLDBLATT	4400 CENTRAL PL FAIRFIELD CA 94533	707-864-1001
HARRIS LIU	3080 TRAVIS BLVD FAIRFIELD CA 94533-3443	707-422-1044
HARRIS LIU	3500 NELSON ROAD FAIRFIELD CA 94533	707-426-4734
LISA TOLBERT	699 BECK AVE FAIRFIELD CA 94533	707-421-9137
C. C YIN	2212 NO TEXAS ST FAIRFIELD CA 94533-2102	707-421-2867
SEAN PIAZZA	143 AMMUNITION ROAD FALLBROOK CA 92028	760-728-6359
ROGER P DELPH	430 W NOBLE RD FARMERSVILLE CA 93223	559-741-1794
RICHARD M BECHGUENTURIAN	908 VENTURA ST FILLMORE CA 93015	805-524-4122
JAMES A ABBATE	46330 PANOCHÉ ROAD FIREBAUGH CA 93622	559-659-6918
COURTNEY ESCALANTE	6612 FOLSOM-AUBURN RD FOLSOM CA 95630-2103	916-987-0151
COURTNEY ESCALANTE	170 IRON POINT RD FOLSOM CA 95630	916-351-9201
JAY HAZARI	2757 E BIDWELL ST FOLSOM CA 95630	916-984-6305
TARA KASSITY	697 E BIDWELL ST FOLSOM CA 95630-3120	916-983-7715
JULIE CARTIE	10143 SIERRA AVE FONTANA CA 92335-6724	909-428-7932
JESSICA EVANS	11663 CHERRY LN FONTANA CA 92337	909-854-5266
EDDIE PUI LUN YUEN	17017 SIERRA LAKES PKWY FONTANA CA 92377	909-574-2087
STEPHANIE W YUEN	3870 SIERRA FONTANA CA 92336	909-349-1262
ADAM KAPLAN	26692 PORTOLA PKY FOOTHILL RANCH CA 92610	949-460-0203
COSME A FAGUNDO	761 S FORTUNA BLVD FORTUNA CA 95540-3034	707-725-9530
VALERIE KILDUFF	1101 TRITON DR FOSTER CITY CA 94404-1213	650-341-4832
VIRGINIA F MANGIONE	11321 TALBERT AVE FOUNTAIN VALLEY CA 92708-5408	714-434-0717
ROBERT M NIBEEL	18962 BROOKHURST STREET FOUNTAIN VALLEY CA 92708-7306	714-968-8901
JOHN ABBATE	327 W MERCED FOWLER CA 93625	559-834-2740
MARK BERNARDIN	40708 GRIMMER BLVD FREMONT CA 94538-2845	510-490-0929
MARK BERNARDIN	38860 FREMONT BLVD FREMONT CA 94536-6909	510-790-3954
MARK BERNARDIN	42800 MISSION BLVD FREMONT CA 94539-5301	510-656-9375
ANTHONY EWELL	3990 DECOTO RD FREMONT CA 94536	510-742-1438
COSME A FAGUNDO	4101 CUSHING PKY FREMONT CA 94536	510-656-5692
SOHAN SHARMA	4318 THORNTON AVE FREMONT CA 94536-4828	510-791-7400
JOHN ABBATE	3110 E JENSEN FRESNO CA 93706-5113	559-266-8382
JOHN ABBATE	3798 W SHIELDS AVE FRESNO CA 93722-6702	559-274-1284
JOHN ABBATE	5125 E KINGS CANYON FRESNO CA 93727	559-456-4505
MICHAEL A AGOSTINI	5222 W SHAW AVE FRESNO CA 93722-5030	559-276-7722
DIANA M TORRES	6768 N CEDAR FRESNO CA 93710-4403	559-324-7168
JAVIER L TORRES	1695 E SHAW AVE FRESNO CA 93710-8101	559-226-6668
JAVIER TORRES	7035 N MARKS AVE FRESNO CA 93711-0261	559-438-8485
JAVIER TORRES	3237 W SHAW AVE FRESNO CA 93711-3225	559-225-2870
JAVIER TORRES	1248 N BLACKSTONE FRESNO CA 93703	559-498-8435
JAVIER TORRES	7025 N INGRAM AVE FRESNO CA 93650	559-432-5593
JAVIER TORRES	6741 N RIVERSIDE DRIVE FRESNO CA 93722	559-271-4613
STEPHEN D PEAT	1190 S MAIN ST FT BRAGG CA 95437	707-964-3122
SCOTT A FRISBIE	119 E CHAPMAN AVE FULLERTON CA 92832	714-879-3338
BRADLEY HORNER	1341 S BROOKHURST RD FULLERTON CA 92833-4459	714-870-0171
BRADLEY HORNER	205 IMPERIAL HWY FULLERTON CA 92835	714-447-6923

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TODD HORNER	1891 W MALVERN AVE FULLERTON CA 92833	714-680-6830
CRAIG M SCHRADER	324 PINE ST GALT CA 95632-2046	209-251-7930
CRAIG M SCHRADER	12801 EAST STOCKTON BOULEVARD GALT CA 95632	209-251-7934
VIRGINIA F MANGIONE	13971 HARBOR BLVD GARDEN GROVE CA 92843	714-554-5758
ROBERT M NIBEEL	9852 WESTMINSTER AVENUE GARDEN GROVE CA 92844-2907	714-530-3694
PATTI ANN WIDDICOMBE	12542 HARBOR BLVD GARDEN GROVE CA 92840-5803	714-971-2840
PATTI ANN WIDDICOMBE	12051 VALLEY VIEW STREET GARDEN GROVE CA 92845	714-372-3934
PATTI ANN WIDDICOMBE	9845 CHAPMAN AVE GARDEN GROVE CA 92841	714-319-0186
PATTI ANN WIDDICOMBE	11171 GARDEN GROVE BLVD GARDEN GROVE CA 92840	714-537-4605
DEIRDRA BAILEY	850 W ROSECRANS AVE GARDENA CA 90247	310-538-3279
ANDREW CHANG	15810 CRENSHAW BLVD GARDENA CA 90249-4831	310-538-5183
TI CHANG	1747 WEST EL SEGUNDO BLVD GARDENA CA 90249-2011	323-779-7322
TI CHANG	1419 W REDONDO BEACH BLVD GARDENA CA 90247-3310	310-324-8619
TI CHANG	1398 ARTESIA BLVD GARDENA CA 90248-3371	310-538-4977
KERRI HARPER HOWIE	15235 S FIGUEROA AVE GARDENA CA 90248	310-329-5511
SUZETTE HOFMAN	7150 CAMINO ARROYO (W*M #2002) GILROY CA 95020	408-848-3820
JANET C PEAT	797 FIRST ST GILROY CA 95020-4918	408-842-2524
STEPHEN D PEAT	6990 AUTOMALL PARKWAY GILROY CA 95020-6635	408-842-7775
STEPHEN D PEAT	8390 ARROYO CIRCLE GILROY CA 95020	408-847-5446
PAUL PERNECKY	1835 ALOSTA AVE GLENDORA CA 91741	626-963-4781
MARGARITA T WORLEY	117 W ARROW HWY GLENDORA CA 91740-5963	626-963-2210
DAVID S PETERSON	146 S FAIRVIEW AVENUE GOLETA CA 93117	805-964-6313
DAVID S PETERSON	6900 MARKETPLACE DRIVE GOLETA CA 93117	805-961-8159
RAYMOND COSTA	805 5TH ST GONZALES CA 93926	831-675-8753
RICHARD M BECHGUENTURIAN	49714 GORMAN SCHOOL RD GORMAN CA 93243	661-248-1513
DONNA M TECK	11840 BALBOA BLVD GRANADA HILLS CA 91344	818-360-8859
TODD HORNER	22257 BARTON RD GRAND TERRACE CA 92313	909-824-6000
MAX RUIZ	11954 NEVADA CITY HWY GRASS VALLEY CA 95945-9302	530-273-2518
RAYMOND COSTA	501 EL CAMINO REAL GREENFIELD CA 93927	831-674-5675
LISA TOLBERT	1513 HWY 99 GRIDLEY CA 95948-3106	530-846-3222
KEITH HANDLEY	1550 GRAND AVE GROVER BEACH CA 93433	805-481-0560
JAMES A ABBATE	430 FIRST AVENUE GUSTINE CA 95322	209-854-3442
BRADLEY HORNER	3123 HACIENDA BLVD HACIENDA HEIGHT CA 91745	626-961-9351
BRADLEY HORNER	15628 GALE AVE HACIENDA HEIGHTS CA 91745-1516	626-333-8908
AMANDA L O'LEARY	100 N CABRILLO HWY HALF MOON BAY CA 94019-1609	650-726-1222
JAMES A ABBATE	110 N 12TH AVE HANFORD CA 93230	559-587-4558
JOHN ABBATE	335 W LACEY BLVD HANFORD CA 93230-4435	559-584-3422
JOHN ABBATE	810 W GRANGEVILLE HANFORD CA 93230	559-584-1988
RONALD J PIAZZA	12029 E CARSON ST HAWAIIAN GARDENS CA 90716	562-402-8039
TAWNIE L BLADE	5310 W ROSECRANS AVE HAWTHORNE CA 90250	310-643-6691
TAWNIE L BLADE	3571 ROSECRANS AVE HAWTHORNE CA 90250	310-349-1140
FRANCES R JONES	4160 EL SEGUNDO BLVD HAWTHORNE CA 90250-4516	323-772-9619
BRADLEY A GOLDBLATT	18708 HESPERIAN BLVD HAYWARD CA 94541-2248	510-481-2825
BRADLEY A GOLDBLATT	2299 W TENNYSON RD HAYWARD CA 94545-4233	510-887-3021
JASON D GOLDBLATT	23989 WATKINS ST HAYWARD CA 94544-1028	510-881-5294
JASON D GOLDBLATT	26253 MISSION BLVD HAYWARD CA 94544-3030	510-538-8447
JASON D GOLDBLATT	355 W A ST HAYWARD CA 94541	510-732-1901
LARRY C TRIPLETT	30147 INDUSTRIAL PARKWAY SOUTHWEST HAYWARD CA 94544-6905	510-471-8292
DENISE S HAMM	110 HEALDSBURG AVE HEALDSBURG CA 95448-4018	707-431-8846
RANDELL S BAREMOR	1231 S SANDERSON AVE HEMET CA 92543	951-652-2412
CODEE L LYNCH	2321 W FLORIDA HEMET CA 92545	951-658-4603
CODEE L LYNCH	290 W. STETSON AVENUE HEMET CA 92543	951-765-6842
ALAN S WONG ESTATE	1570 SYCAMORE AVE HERCULES CA 94547-1701	510-245-0912
RICHARD BLADE	1107 PACIFIC COAST HWY HERMOSA BEACH CA 90254	310-798-2832
MARISOL C SANCHEZ	17284 MAIN ST HESPERIA CA 92345-6118	760-948-1202
MARISOL C SANCHEZ	14466 MAIN ST PAD G HESPERIA CA 92345	760-948-2171
CHRISTOPHER ISHIDA	4210 HIGHLAND AVE HIGHLAND CA 92346-2742	909-864-2146
CODEE L LYNCH	27774 BASELINE AVE HIGHLAND CA 92346	909-863-9400
DENNIS GRASPOINTNER	7960 N LANDER AVE HILMAR CA 95324	209-669-9982
RAYMOND COSTA	1711 AIRLINE HWY HOLLISTER CA 95023	831-637-9143
SUZETTE HOFMAN	151 SAN FELIPE RD HOLLISTER CA 95023-3029	831-637-0553
SUSAN C MASSIE	1133 N LA BREA AVE HOLLYWOOD CA 90038	323-876-8844
SUSAN C MASSIE	1413 NORTH VINE HOLLYWOOD CA 90028	323-461-0863
SUSAN C MASSIE	6776 HOLLYWOOD BLVD HOLLYWOOD CA 90028	323-464-2720
CATHERINE LARDAS	16866 BEACH BLVD HUNTINGTON BEACH CA 92647-4800	714-848-1361
CATHERINE LARDAS	6561 EDINGER BLVD HUNTINGTON BEACH CA 92647	714-895-1476
CATHERINE LARDAS	20362 BEACH BLVD HUNTINGTON BEACH CA 92646	714-536-7977

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SEAN PIAZZA	5095 WARNER AVE HUNTINGTON BEACH CA 92649	714-377-9201
SEAN PIAZZA	19350 GOLDENWEST STREET HUNTINGTON BEACH CA 92648	714-960-2935
FRANCES R JONES	2931 E FLORENCE HUNTINGTON PARK CA 90255	323-585-7873
PONGDEJ TULAPHORN	2584 SLAUSON AVE HUNTINGTON PARK CA 90255-2837	323-581-4267
ABELARDO MARTINEZ, III	810 N. IMPERIAL AVE IMPERIAL CA 92251	760-355-2222
CORWIN B JOHNSON	1135 PALM AVENUE IMPERIAL BEACH CA 91932	619-423-8811
RICHARD M SHALHOUB	81-544 HIGHWAY 111 INDIO CA 92201-5411	760-347-7556
RICHARD M SHALHOUB	42550 JACKSON STREET INDIO CA 92203	760-347-0506
STACEY SHALHOUB	82491 AVENUE 42 INDIO CA 92203	760-347-1301
DEIRDRA BAILEY	401 MANCHESTER BLVD INGLEWOOD CA 90301	310-677-7575
KERRI HARPER HOWIE	2900 IMPERIAL HWY INGLEWOOD CA 90303-3113	323-757-8302
ROBERT M NIBEEL	1780 MAIN ST IRVINE CA 92614-6717	949-250-1728
ROBERT M NIBEEL	15459 CULVER DRIVE IRVINE CA 92606	949-552-5959
ROBERT M NIBEEL	84 CORPORATE PARK IRVINE CA 92606	949-251-1901
ROBERT M NIBEEL	5445 ALTON PARKWAY IRVINE CA 92614	949-551-4700
ROBERT M NIBEEL	16231 LAKE FOREST DR IRVINE CA 92618	949-788-0024
ROBERT M NIBEEL	3853 PORTOLA PARKWAY IRVINE CA 92620	714-505-3300
MICHAEL E PERNECKY	6650 IRWINDALE AVE IRWINDALE CA 91702	626-815-8979
MARGARITA T WORLEY	5203 IRWINDALE AVE IRWINDALE CA 91706	626-813-4323
CRAIG M SCHRADER	12201 TRADE CENTER RD JACKSON CA 95642	209-217-8811
MICHAEL A AGOSTINI	15100 W WHITESBRIDGE AVE KERMAN CA 93630-1019	559-846-8023
JAMES A ABBATE	27513 WARD AVE KETTLEMAN CITY CA 93239	559-386-0406
RAYMOND COSTA	1350 BROADWAY CIR KING CITY CA 93930-3528	831-385-4323
KEVIN A DELPH	520 SIERRA ST KINGSBURG CA 93631-1710	559-897-4802
JULIE PERNECKY	449 FOOTHILL BLVD LA CANADA FLINTRIDGE CA 91011-3504	818-790-5043
PETER E HORNER	1400 S BEACH BLVD LA HABRA CA 90631	562-690-4682
NEAL RUBY	801 E WHITTIER BLVD LA HABRA CA 90631-3932	562-690-0034
SABINA KAITLEE CAMPOS	8045 FLETCHER PKY LA MESA CA 91942	619-698-0175
CHRISTOPHER LECORNU	3781 AVOCADO BLVD LA MESA CA 91941-7301	619-660-7538
CHRISTOPHER ROWE	5500 GROSSMONT CTR LA MESA CA 91942	619-460-0165
NATHAN CARTER	14871 IMPERIAL HWY LA MIRADA CA 90638	562-321-2051
BRADLEY HORNER	5062 ORANGETHORPE AVE LA PALMA CA 90623-1110	714-521-2140
JULIE PERNECKY	13847 AMAR RD LA PUENTE CA 91746	626-856-0800
FRANCISCO M SANCHEZ	1830 NORTH HACIENDA BLVD LA PUENTE CA 91744-1141	626-918-4400
STACEY SHALHOUB	78-962 HIGHWAY 111 LA QUINTA CA 92253	760-564-0618
STACEY SHALHOUB	79-225 HWY 111 LA QUINTA CA 92253	760-564-7701
DAVID HORNER	2269 FOOTHILL BLVD LA VERNE CA 91750	909-596-5744
FREDRICK G HILL	27612 ANTONIO PARKWAY LADERA RANCH CA 92694	949-364-8500
HOWARD S GOLDBLATT	3459 MT DIABLO BLVD LAFAYETTE CA 94549	925-284-6215
ROBERT M NIBEEL	25192 CABOT RD LAGUNA HILLS CA 92653-5502	949-462-0448
ROBERT M NIBEEL	27331 LA PAZ RD LAGUNA NIGUEL CA 92677	949-643-3326
ROBERT M NIBEEL	30305 STREET OF THE GOLDEN LANTERN LAGUNA NIGUEL CA 92677	949-363-0762
RANDELL S BAREMOR	28200 HWY189 LAKE ARROWHEAD CA 92352-0026	909-693-3413
MATHEW AJAYI	31650 MISSION TRAIL LAKE ELSINORE CA 92530	951-245-9413
MATHEW AJAYI	18283 COLLIER AVE LAKE ELSINORE CA 92530	951-245-5079
JENNIFER BRIONES	24511 TRABUCO RD LAKE FOREST CA 92630-2161	949-206-9085
ROBERT M NIBEEL	23742 ROCKFIELD DR LAKE FOREST CA 92630	949-581-9261
STEPHEN D PEAT	1077 LAKEPORT BLVD LAKEPORT CA 95453-0058	707-263-6190
GEORGE RAMZI CAMPOS	9614 WINTER GARDENS BLVD LAKESIDE CA 92040-3909	619-390-2706
RONALD J PIAZZA	2707 E CARSON ST LAKEWOOD CA 90712	562-421-5526
RONALD J PIAZZA	4848 WOODRUFF AVE LAKEWOOD CA 90713	562-429-6525
RONALD J PIAZZA	4910 LAKEWOOD BLVD LAKEWOOD CA 90712	562-531-0478
RONALD J PIAZZA	5739 BELLFLOWER BLVD LAKEWOOD CA 90712	562-804-4362
MARYANN PACIULLO	10320 MAIN ST LAMONT CA 93241	661-845-3529
ARLENE LADDARAN	839 W AVE I LANCASTER CA 93534-1926	661-948-4119
ARLENE LADDARAN	1200 W AVE K LANCASTER CA 93534-5922	661-945-8615
ANDREW MARROQUIN	43645 CHALLENGER WAY LANCASTER CA 93535	661-940-6824
HERNANDO MARROQUIN	1860 E AVE J LANCASTER CA 93535	661-522-3367
HERNANDO MARROQUIN	3015 W AVE L LANCASTER CA 93534	661-722-1187
HERNANDO MARROQUIN	2301 LANCASTER BLVD LANCASTER CA 93536	661-802-4964
MEGHAN M SCHRADER	300 EAST LOUISE AVENUE LATHROP CA 95330	209-707-3874
FRANCES R JONES	15606 HAWTHORNE BLVD LAWNSDALE CA 90260-2683	310-676-4425
EDWARD GALLO, JR.	5852 DENNIS MCCARTHY DR LEBEC CA 93243	661-858-2127
JAMIE C STRAZA	7164 BROADWAY LEMON GROVE CA 91945	619-464-2044
JAMES A ABBATE	LEMOORE NAS BLDG 870 LEMOORE CA 93246	559-998-6850
JOHN ABBATE	1089 N LEMOORE AVE LEMOORE CA 93245-2336	559-924-5600
MARK RUIZ	290 G ST LINCOLN CA 95648	916-645-9757

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROSANNA RUIZ	NEC HWY 65 LINCOLN CA 95648	916-408-6805
ROGER P DELPH	208 N HWY 65 LINDSAY CA 93247-2701	559-562-4567
ANDREW MARROQUIN	8507 PEARBLOSSOM HWY LITTLE ROCK CA 93543	661-944-5997
TIMOTHY PAUL MORGAN	283 N P ST LIVERMORE CA 94550-3013	925-449-5768
TIMOTHY PAUL MORGAN	4528 LAS POSITAS RD LIVERMORE CA 94550	925-449-3016
TIMOTHY PAUL MORGAN	805 N VASCO ROAD LIVERMORE CA 94550	925-961-9090
DENNIS GRASPOINTNER	381 JOSEPH GALLO DR LIVINGSTON CA 95334	209-394-3100
COREY D JOHNSON	200 W LODI AVE LODI CA 95240-3519	209-426-5844
CRAIG M SCHRADER	1613 LOWER SACRAMENTO ROAD LODI CA 95242	209-426-5853
NANCY J SCHRADER	841 E KETTLEMAN LN LODI CA 95240-6405	209-310-2343
NANCY J SCHRADER	6440 W BANNER ST LODI CA 95242	209-310-2302
WAHID U BALKHI	25775 BARTON ROAD LOMA LINDA CA 92354	909-821-3950
TAWNIE L BLADE	1728 LOMITA BLVD LOMITA CA 90717	310-530-6505
PAMELA MACAL	835 NORTH H ST LOMPOC CA 93436-4146	805-736-9669
ANDREW MARROQUIN	601 S MAIN ST LONE PINE CA 93545	760-876-4355
JESSICA J D'AMBRA	5860 CHERRY AVENUE LONG BEACH CA 90815	562-422-1920
JESSICA J D'AMBRA	1000 E 4TH ST LONG BEACH CA 90815	562-435-1808
JESSICA J D'AMBRA	6959 ATLANTIC AVENUE LONG BEACH CA 90805	562-423-3758
KEVIN KASHA	2290 NORTH BELLFLOWER BLVD LONG BEACH CA 90815	562-430-3500
VIRGINIA F MANGIONE	2599 LONG BEACH BLVD LONG BEACH CA 90806-3157	562-426-8440
VIRGINIA F MANGIONE	1705 PACIFIC COAST HWY LONG BEACH CA 90810	562-432-1776
MICHAEL J MANGIONE JR.	6407 E SPRING ST LONG BEACH CA 90808	562-420-3854
MICHAEL J MANGIONE JR.	5020 LONG BEACH BLVD LONG BEACH CA 90805	562-428-6003
MICHAEL J MANGIONE JR.	1830 LONG BEACH BLVD LONG BEACH CA 90806	562-591-1137
SEAN PIAZZA	3302 E ANAHEIM BLVD LONG BEACH CA 90804-4025	562-494-3939
NEAL RUBY	640 LONG BEACH BLVD LONG BEACH CA 90813	562-437-6186
KEVIN KASHA	3562 KATELLA AVE LOS ALAMITOS CA 90720	562-799-9232
ROBERT S ARCINIAGA	8681 S ALAMEDA LOS ANGELES CA 90002	323-583-3266
ABDUL RAHIM AREF	1311 WASHINGTON BLVD LOS ANGELES CA 90006	213-749-7221
TAWNIE L BLADE	1712 PACIFIC COAST HWY LOS ANGELES CA 90717	310-530-9520
TAWNIE L BLADE	4680 LINCOLN BLVD LOS ANGELES CA 90292	310-305-4589
TAWNIE L BLADE	3501 S LA CIENEGA BLVD LOS ANGELES CA 90016	310-845-9674
TI CHANG	3602 S LA BREA AVE LOS ANGELES CA 90016-5312	323-295-0137
TI CHANG	NORMANDIE & 190TH W M #5072 LOS ANGELES CA 90248	310-781-3729
NICOLE R ENEARU	2838 CRENSHAW BLVD LOS ANGELES CA 90016-3604	323-731-0046
NICOLE R ENEARU	7123 CRENSHAW BLVD LOS ANGELES CA 90043	323-750-2614
NICOLE R ENEARU	10011 S AVALON BLVD LOS ANGELES CA 90003	323-756-7094
NICOLE R ENEARU	4348 SUNSET BLVD LOS ANGELES CA 90029-2112	323-660-4166
NICOLE R ENEARU	1118 SLAUSON AVENUE LOS ANGELES CA 90011-4800	323-231-2740
NICOLE R ENEARU	1900 W SLAUSON AVE LOS ANGELES CA 90062	323-294-5990
NICOLE R ENEARU	1160 E ROSECRANS AVENUE LOS ANGELES CA 90059-3645	310-604-0502
RANDOLPH A GARCIA	1417 GLENDALE BLVD LOS ANGELES CA 90026	213-483-8661
RANDOLPH A GARCIA	1660 VENICE BLVD LOS ANGELES CA 90006	323-733-8697
KERRI HARPER HOWIE	1406 W MANCHESTER AVE. LOS ANGELES CA 90047-5422	323-752-9363
KERRI HARPER HOWIE	1800 S WESTERN AVENUE LOS ANGELES CA 90006	323-735-3767
HELEN HO	21901 ERWIN ST LOS ANGELES CA 91367	818-883-3463
LINDSAY HUGHES	988 W SLAUSON ST LOS ANGELES CA 90043	323-778-3526
LINDSAY HUGHES	505 W FLORENCE AVE LOS ANGELES CA 90044	323-750-3693
FRANCES R JONES	6904 LA TIJERA BLVD LOS ANGELES CA 90045-1954	310-649-5617
FRANCES R JONES	5908 W MANCHESTER AVE LOS ANGELES CA 90045	310-410-3200
YOUSEF KANJEE	1071 MARTIN LUTHER KING JR BLVD LOS ANGELES CA 90037	323-731-3666
YOUSEF KANJEE	1210 S SOTO ST LOS ANGELES CA 90023-2616	323-267-1717
YOUSEF KANJEE	4000 S FIGUEROA LOS ANGELES CA 90037	323-232-6768
YOUSEF KANJEE	2215 W MARTIN LUTHER KING JR BLVD LOS ANGELES CA 90008	323-299-2259
ARLENE LADDARAN	1763 W CENTURY BLVD LOS ANGELES CA 90050	323-754-7738
ANTHONY N LARDAS	6345 WILSHIRE BLVD LOS ANGELES CA 90048	323-655-6116
ANTHONY N LARDAS	4292 CRENSHAW BLVD LOS ANGELES CA 90008	323-292-4315
ANTHONY N LARDAS	5015 W SLAUSON AVE LOS ANGELES CA 90056	323-299-0974
SEAN Q LUCERO	2810 SOUTH FIGUEROA ST LOS ANGELES CA 90007-3257	213-749-1105
SEAN Q LUCERO	2020 OLYMPIC BLVD LOS ANGELES CA 90006	213-389-4986
SEAN Q LUCERO	501 W IMPERIAL HWY LOS ANGELES CA 90044-4222	323-756-9006
SEAN Q LUCERO	405 N ALVARADO ST LOS ANGELES CA 90026	213-413-3724
SEAN Q LUCERO	4011 S CENTRAL LOS ANGELES CA 90059	323-233-3548
SEAN Q LUCERO	1625 W WILSHIRE BLVD LOS ANGELES CA 90017	213-483-8702
MICHAEL J MANGIONE JR.	695 S WESTERN AVE LOS ANGELES CA 90005	213-384-6414
MICHAEL J MANGIONE JR.	11800 WILMINGTON AVE LOS ANGELES CA 90059-3016	323-564-3448
SUSAN C MASSIE	3105 N BROADWAY LOS ANGELES CA 90031-2703	323-227-4056

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAUL PERNECKY	4947 HUNTINGTON DR LOS ANGELES CA 90032-1643	323-342-0669
PAUL PERNECKY	5008 N FIGUEROA ST LOS ANGELES CA 90042	323-982-1581
DEAN R SANCHEZ	3458 WHITTIER BLVD LOS ANGELES CA 90023	323-263-2559
DEAN R SANCHEZ	1716 MARENGO ST LOS ANGELES CA 90033-1315	323-221-4980
DEAN R SANCHEZ	245 N SOTO ST LOS ANGELES CA 90033-2914	323-263-9447
DEAN R SANCHEZ	2224 N FIGUEROA ST LOS ANGELES CA 90065	323-223-3659
FRANK M SANCHEZ	201 W WASHINGTON BLVD LOS ANGELES CA 90007	213-746-0525
FRANK M SANCHEZ	690 ALAMEDA ST LOS ANGELES CA 90021	213-489-1989
VERONICA SANCHEZ SOTO	1617 N EASTERN AVENUE LOS ANGELES CA 90063-1053	323-264-7300
VERONICA SANCHEZ SOTO	1310 E OLYMPIC BLVD LOS ANGELES CA 90021	213-612-0129
PATRICIA YOON	5930 W PICO BLVD LOS ANGELES CA 90035-2658	323-933-1089
PATRICIA YOON	1231 S LA BREA AVE LOS ANGELES CA 90019-1627	323-936-1501
PATRICIA YOON	11300 NATIONAL BLVD LOS ANGELES CA 90064-3727	310-477-9301
PATRICIA YOON	10611 W PICO BLVD LOS ANGELES CA 90064-2213	310-470-9919
JOHN ABBATE	1480 S MERCY SPRINGS RD LOS BANOS CA 93635-4928	209-827-0237
JOHN ABBATE	1575 W PACHECO BLVD LOS BANOS CA 93635	209-826-6079
JOHN ABBATE	1500 WEST PACHECO BLVD LOS BANOS CA 93635	209-829-1566
DANIEL BORBA	15475 LOS GATOS BLVD LOS GATOS CA 95032-2501	408-356-2355
JAMES A ABBATE	14802 POWERS ST LOST HILLS CA 93249	661-797-2111
NICOLE R ENEARU	11170 LONG BEACH BLVD LYNWOOD CA 90262	310-631-4311
KERRI HARPER HOWIE	ATLANTIC & ABBOTT LYNWOOD CA 90262	310-632-5255
MICHAEL A AGOSTINI	1500 HOWARD RD MADERA CA 93637-5127	559-674-8241
MICHAEL A AGOSTINI	2290 W CLEVELAND AVENUE MADERA CA 93637	559-664-0905
MICHAEL A AGOSTINI	1406 WEST YOSEMITE AVENUE MADERA CA 93637	559-664-9310
ANTHONY N LARDAS	22725 PACIFIC COAST HIGHWAY MALIBU CA 90265-5038	310-456-6996
RICHARD BLADE	1203 ARTESIA BLVD MANHATTAN BEACH CA 90266-6904	310-379-7755
RICHARD BLADE	1852 MANHATTAN BEACH BLVD MANHATTAN BEACH CA 90266-6222	310-318-1588
CARLI M SCHRADER	1360 E YOSEMITE AVE MANTECA CA 95336	209-707-3878
CATHLEEN SCHRADER	2050 DANIELS STREET MANTECA CA 95337	209-707-3851
CRAIG M SCHRADER	1236 W YOSEMITE AVE MANTECA CA 95336	209-707-3870
CRAIG M SCHRADER	1137 WEST LATHROP ROAD MANTECA CA 95336	209-707-3882
SUZETTE HOFMAN	267 RESERVATION RD MARINA CA 93933-3185	831-384-9004
HOWARD S GOLDBLATT	1185 ARNOLD DR MARTINEZ CA 94553-4104	925-229-0757
JOHN G COOK	316 E STREET MARYSVILLE CA 95901-5925	530-742-6214
SEAN PIAZZA	5901 ATLANTIC AVE MAYWOOD CA 90270-3116	323-560-2300
JOEY CINQUEMANI	101 W SHERWOOD AVENUE MCFARLAND CA 93250	661-792-9049
COSME A FAGUNDO	1500 ANNA SPARKS WAY MCKINLEYVILLE CA 95519	707-839-8927
JOHN ABBATE	750 DERRICK AVENUE MENDOTA CA 93640	559-655-8096
ALEX D MESTAS	26875 NEWPORT ROAD MENIFEE CA 92584	951-566-5960
ANNA MARIE MESTAS	29015 NEWPORT ROAD MENIFEE CA 92584	951-679-5797
CONRAD J FREEMAN JR.	1100 EL CAMINO REAL MENLO PARK CA 94025-4308	650-321-1813
JAMES A ABBATE	1060 WEST 13TH STREET MERCED CA 95340-5817	209-723-7030
JOHN ABBATE	206 W OLIVE AVE MERCED CA 95348-3136	209-723-6421
JOHN ABBATE	1821 MOTEL DR MERCED CA 95340-5327	209-723-3538
JOHN ABBATE	3140 CAMPUS PARKWAY MERCED CA 95340	209-437-0489
SCOTT I RODRICK	600 REDWOOD HWY MILL VALLEY CA 94941-3071	415-383-0184
VALERIE KILDUFF	1101 EL CAMINO REAL MILLBRAE CA 94030	650-873-3680
COSME A FAGUNDO	1854 N MILPITAS BLVD MILPITAS CA 95035-2714	408-945-6466
STACEY HENLEY	41 RANCH DR MILPITAS CA 95035	408-946-9099
STACEY HENLEY	1249 GREAT MALL DR MILPITAS CA 95035	408-935-8225
FREDRICK G HILL	27700 SANTA MARGARITA PKY MISSION VIEJO CA 92691-6653	949-380-0911
SHARON M MACDONALD	26902 TRABUCO ROAD MISSION VIEJO CA 92691	949-855-0336
BRANDON T GRASPOINTNER	3430 TULLY RD MODESTO CA 95350-0815	209-572-1664
BRANDON T GRASPOINTNER	901 N CARPENTER RD MODESTO CA 95351-1182	209-544-2350
DENNIS GRASPOINTNER	900 9TH ST MODESTO CA 95354	209-574-6177
DENNIS GRASPOINTNER	3801 YOSEMITE BLVD MODESTO CA 95357	209-577-5063
DENNIS GRASPOINTNER	1280 E WHITMORE MODESTO CA 95358	209-541-1038
DENNIS GRASPOINTNER	409 PARADISE ROAD MODESTO CA 95351	209-522-0032
JUSTIN L GRASPOINTNER	4120 DALE RD MODESTO CA 95356-9240	209-545-7932
JAY HAZARI	2118 MCHENRY AVE MODESTO CA 95350-3213	209-529-9984
JAY HAZARI	1800 PRESCOTT RD MODESTO CA 95350-2561	209-521-9734
CARL M JEVERT, JR.	1324 E HATCH RD MODESTO CA 95351-5011	209-537-7587
CARLI M SCHRADER	2601 OAKDALE RD MODESTO CA 95355-2254	209-360-2810
CARLI M SCHRADER	801 OAKDALE AVE MODESTO CA 95355	209-422-3802
HERNANDO MARROQUIN	2351 STATE HWY 58 MOJAVE CA 93501	661-824-4223
MICHAEL E PERNECKY	480 W HUNTINGTON DR MONROVIA CA 91016	626-932-0102
BRADLEY HORNER	4525 MISSION BLVD MONTCLAIR CA 91763	909-627-6657



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
IVAN YOUSSEF	9141 CENTRAL AVE MONTCLAIR CA 91763-1624	909-626-2299
JULIE PERNECKY	2020 W BEVERLY BLVD MONTEBELLO CA 90640-3939	323-721-5447
PAUL PERNECKY	720 NORTH SAN GABRIEL BLVD MONTEBELLO CA 90640	626-571-2334
SUZETTE HOFMAN	610 DEL MONTE AVE MONTEREY CA 93940-2455	831-373-3939
ANDREW CHANG	501 NEW LOS ANGELES MOORPARK CA 93021	805-532-2043
ANTHONY MANGIONE	12371 PERRIS BLVD MORENO VALLEY CA 92553	951-242-6557
ANTHONY MANGIONE	24440 ALESSANDRO BLVD MORENO VALLEY CA 92553	951-485-2090
ANTHONY MANGIONE	26200 IRIS AVENUE MORENO VALLEY CA 92555	951-242-2344
MICHAEL J MANGIONE JR.	23831 SUNNYMEAD BLVD MORENO VALLEY CA 92553	951-243-0909
JAMES C HENLEY	201 VINEYARD TOWN CTR MORGAN HILL CA 95037-5445	408-779-8182
JAMES C HENLEY	135 COCHRANE PLZ MORGAN HILL CA 95037-2812	408-779-0052
JAMES C HENLEY	17025 CONDIT RD MORGAN HILL CA 95037	408-782-0739
KEITH HANDLEY	780 QUINTANA RD MORRO BAY CA 93442-1940	805-772-6703
CONRAD FREEMAN III	1060 RENGSTORFF AVE MOUNTAIN VIEW CA 94043	650-428-0960
CONRAD J FREEMAN JR.	952 EL MONTE AVE MOUNTAIN VIEW CA 94040-2355	650-967-0328
ANNA MARIE MESTAS	39888 LOS ALAMOS RD MURRIETA CA 92562	951-698-0725
ANNA MARIE MESTAS	25280 MADISON AVE MURRIETA CA 92562	951-698-3278
ANNA MARIE MESTAS	40605 CALIFORNIA OAKS ROAD MURRIETA CA 92562	951-677-0576
RICHARD M SHALHOUB	39196 WINCHESTER ROAD MURRIETA CA 92563	951-461-8044
RICHARD M BECHGUENTURIAN	11055 BURBANK BLVD N HOLLYWOOD CA 91601	818-985-2034
SCOTT L LAMSON	3224 JEFFERSON ST NAPA CA 94558-3436	707-257-3810
SCOTT L LAMSON	806 IMOLA AVE NAPA CA 94558	707-253-7461
GEORGE RAMZI CAMPOS	1630 HIGHLAND AVE NATIONAL CITY CA 91950	619-477-7575
SABINA KAITLEE CAMPOS	2140 PLAZA BLVD NATIONAL CITY CA 91950	619-267-7523
ABELARDO MARTINEZ, III	1201 3RD ST NEEDLES CA 92363-2957	760-326-5188
RAHUL SHARMA	3000 NEWPARK MALL RD NEWARK CA 94560-5204	510-745-9321
SOHAN SHARMA	35192 NEWARK BLVD NEWARK CA 94560-1220	510-791-1389
CLAYTON F PASCHEN III	850 WENDY DR NEWBURY PARK CA 91320-3056	805-498-1043
ROBERT M NIBEEL	700 W PACIFIC COAST HWY NEWPORT BEACH CA 92660	949-642-2360
PAMELA MACAL	460 W TEFFT RD NIPOMO CA 93444	805-929-5001
EDDIE PUI LUN YUEN	1511 6TH ST NORCO CA 92860	951-734-0384
EDDIE PUI LUN YUEN	150 HIDDEN VALLEY PKY NORCO CA 92860	951-735-6832
DANIEL P KASSITY	6749 WATT AVE NORTH HIGHLANDS CA 95660	916-344-9288
DANIEL P KASSITY	4957 WATT AVE NORTH HIGHLANDS CA 95660	916-332-8879
ANDREW MARROQUIN	8656 SEPULVEDA BLVD NORTH HILLS CA 91343	818-810-5988
HERNANDO MARROQUIN	9860 NORTH SEPULVEDA BLVD NORTH HILLS CA 91343	818-920-7531
DONNA M TECK	16908 PARTHENIA ST NORTH HILLS CA 91343-4506	818-894-5554
RICHARD M BECHGUENTURIAN	8139 SUNLAND BLVD NORTH HOLLYWOOD CA 91352-3949	818-504-6608
RICHARD M BECHGUENTURIAN	11000 VICTORY BLVD NORTH HOLLYWOOD CA 91606	818-763-6340
RAFAEL HERRERA	12919 VICTORY BLVD NORTH HOLLYWOOD CA 91605	818-285-2530
RAFAEL HERRERA	6309 LANKERSHIM BLVD NORTH HOLLYWOOD CA 91606	818-763-7117
ANDREW MARROQUIN	12616 SHERMAN WAY NORTH HOLLYWOOD CA 91605	818-982-4304
HERNANDO MARROQUIN	9101 RESEDA BLVD NORTHRIDGE CA 91324	818-886-8203
DONNA M TECK	9857 BALBOA BLVD NORTHRIDGE CA 91325	818-772-5151
MICHAEL S TECK	17700 W ROSCOE BLVD NORTHRIDGE CA 91325	818-708-3708
LISA DE BONO	12602 ALONDRA BLVD NORWALK CA 90650	562-802-7008
DAVID HORNER	11053 E ROSECRANS AVE NORWALK CA 90650-3605	562-863-1112
PATRICIA YOON	12510 NORWALK BLVD NORWALK CA 90650-2041	562-929-1801
PATRICIA YOON	10841 IMPERIAL HWY NORWALK CA 90650-2264	562-863-3029
SCOTT L LAMSON	7340 REDWOOD HWY NOVATO CA 94947-3212	415-897-6101
GREGORY M SINIGIANI	5600 NAVE DR NOVATO CA 94949	415-506-0102
JAY HAZARI	1322 EAST F ST OAKDALE CA 95361-4115	209-847-7788
JOHN ABBATE	40112 STATE HWY 41 OAKHURST CA 93644-8802	559-683-3344
BOBBY O HAYNES, JR.	9725 E 14TH ST OAKLAND CA 94603-2509	510-633-2152
BOBBY O HAYNES, JR.	640 HEGENBERGER RD OAKLAND CA 94621-1914	510-632-9225
BOBBY O HAYNES, JR.	7300 BANCROFT AVENUE OAKLAND CA 94605	510-562-0345
ALADDIN DINO SAMMAKIEH	2520 E 12TH ST OAKLAND CA 94601-1502	510-261-1424
ALADDIN DINO SAMMAKIEH	6300 EAST 14TH STREET OAKLAND CA 94621-3826	510-568-6471
MICHAEL W SMITH	6623 SAN PABLO AVE OAKLAND CA 94608-1237	510-420-1018
MICHAEL W SMITH	4514 TELEGRAPH AVE OAKLAND CA 94609-2020	510-654-7087
MICHAEL W SMITH	1330 JACKSON ST OAKLAND CA 94612-4008	510-839-3876
MICHAEL W SMITH	800 MARKET ST OAKLAND CA 94607-3116	510-839-9331
MICHAEL W SMITH	4010 ALAMEDA AVE OAKLAND CA 94601	510-207-1474
BRADLEY A GOLDBLATT	914 MAIN ST OAKLEY CA 94509	925-754-6114
FRANCISCO M SANCHEZ	137 CANYON DR OCEANSIDE CA 92054-3549	760-433-3669
FRANCISCO M SANCHEZ	3720 MISSON BLVD OCEANSIDE CA 92054-1417	760-757-8001
FRANCISCO M SANCHEZ	1701 OCEANSIDE BLVD OCEANSIDE CA 92054	760-757-8821

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
FRANCISCO M SANCHEZ	487 COLLEGE BLVD OCEANSIDE CA 92057	760-758-7323
FRANCISCO M SANCHEZ	3517 CANNON RD OCEANSIDE CA 92056	760-631-0389
FRANCISCO M SANCHEZ	2185 VISTA WAY OCEANSIDE CA 92054	760-439-2256
FRANCISCO M SANCHEZ	4151 OCEANSIDE BLVD OCEANSIDE CA 92057	760-639-1263
FRANCISCO M SANCHEZ	185 OLD GROVE RD OCEANSIDE CA 92057	760-435-9826
MATTHEW T SCHULZ	3794 PLAZA OCEANSIDE CA 92054	760-945-7847
ROGER P DELPH	225 N CHESTER AVENUE OILDALE CA 93308	661-393-1595
FRANCES R JONES	11444 VENTURA AVENUE OJAI CA 93023-4134	805-646-0510
DAVID HORNER	2463 S EUCLID AVENUE ONTARIO CA 91761	909-983-6303
DAVID HORNER	2455 S ARCHIBALD AVE ONTARIO CA 91761	909-923-4456
DAVID HORNER	1170 E PHILADELPHIA STREET ONTARIO CA 91761	909-930-5031
FRANCISCO M SANCHEZ	832 N MOUNTAIN AVE ONTARIO CA 91762-2546	909-984-4011
FRANCISCO M SANCHEZ	1107 EAST 4TH STREET ONTARIO CA 91764-2523	909-983-0725
IVAN YOUSSEF	4310 MILLS CIR ONTARIO CA 91764	909-980-2137
JENNIFER BRIONES	4200 E CHAPMAN AVENUE ORANGE CA 92869	714-538-4337
ADAM KAPLAN	606 N TUSTIN AVE ORANGE CA 92867	714-532-1018
ADAM KAPLAN	105 E KATELLA ORANGE CA 92867	714-997-9666
LARRY S KAPLAN	2401 N TUSTIN AVE ORANGE CA 92865	714-921-2235
SHARON M MACDONALD	1839 W CHAPMAN AVE ORANGE CA 92868	714-938-0118
PAMELA MACAL	1150 E CLARK AVE ORCUTT CA 93455	805-938-5386
JAVIER TORRES	41536 ROAD 128 OROSI CA 93647	559-528-0754
LISA TOLBERT	445 ORO DAM BLVD E OROVILLE CA 95965-5714	530-534-6444
HERNANDO MARROQUIN	3120 S SAVIERS RD OXNARD CA 93033-5311	805-486-1245
GREGORY PASCHEN	2201 N ROSE OXNARD CA 93030	805-278-9377
GREGORY PASCHEN	605 S ROSE AVE OXNARD CA 93030	805-240-7676
CLAYTON F PASCHEN III	1711 N OXNARD BLVD OXNARD CA 93030	805-983-0216
CLAYTON F PASCHEN III	401 VENTURA AVE OXNARD CA 93030	805-382-2558
CLAYTON F PASCHEN III	1741 PACIFIC AVE OXNARD CA 93033	805-486-5553
CLAYTON F PASCHEN III	110 RIVERPARK BLVD OXNARD CA 93036	805-981-4600
AMANDA L O'LEARY	125 MONTEREY RD PACIFICA CA 94044-1332	650-355-1477
AMANDA L O'LEARY	576 LINDA MAR BLVD PACIFICA CA 94044	650-557-1344
RICHARD M SHALHOUB	72-755 HIGHWAY 111 PALM DESERT CA 92260-3310	760-568-1313
STACEY SHALHOUB	78365 VARNER ROAD PALM DESERT CA 92211-1141	760-834-2440
RICHARD M SHALHOUB	1717 VISTA CHINO EAST PALM SPRINGS CA 92262	760-320-1504
RICHARD M SHALHOUB	5601 E RAMON ROAD PALM SPRINGS CA 92264	760-322-8506
RICHARD M SHALHOUB	2465 E PALM CANYON DRIVE PALM SPRINGS CA 92264	760-322-9870
ARLENE LADDARAN	131 E PALMDALE BLVD PALMDALE CA 93550	661-947-1321
ARLENE LADDARAN	2427 E AVE S PALMDALE CA 93550-6202	661-273-6322
ARLENE LADDARAN	37217 47TH ST E PALMDALE CA 93552	661-533-6052
ANDREW MARROQUIN	830 W AVE P PALMDALE CA 93550	661-274-7960
CONRAD J FREEMAN JR.	3128 EL CAMINO REAL PALO ALTO CA 94306-2211	650-494-7161
LARRY C TRIPPLETT	208 STANFORD SHOPPING CTR PALO ALTO CA 94304	650-327-0560
HERNANDO MARROQUIN	9107 VAN NUYS BLVD PANORAMA CITY CA 91402-1417	818-924-7035
HERNANDO MARROQUIN	7945 VAN NUYS BLVD PANORAMA CITY CA 91402	818-988-8141
PONGDEJ TULAPHORN	7357 ALONDRA BLVD PARAMOUNT CA 90723	562-630-1444
MICHAEL E PERNECKY	2861 E FOOTHILL BLVD PASADENA CA 91107-3463	626-792-9713
PAUL PERNECKY	799 N LAKE ST PASADENA CA 91104	626-794-0351
PAUL PERNECKY	1320 EAST COLORADO BLVD PASADENA CA 91106	626-449-9597
VICTOR QUIROZ	186 NIBLICK RD PASO ROBLES CA 93446	805-239-2212
VICTOR QUIROZ	1859 RAMADA DRIVE PASO ROBLES CA 93446	805-227-0691
COREY D JOHNSON	1001 SPERRY AVE PATTERSON CA 95363	209-892-2907
RANDELL S BAREMOR	1675 N PERRIS BLVD PERRIS CA 92571	951-940-4180
RANDELL S BAREMOR	64 E RAMONA EXPY PERRIS CA 92571	951-943-9191
RANDELL S BAREMOR	1800 N PERRIS BLVD PERRIS CA 92571	951-657-2147
DANIA FAGUNDO	103 MCDOWELL BLVD PETALUMA CA 94952-2304	707-763-7505
DANIA FAGUNDO	981 LAKEVILLE HWY PETALUMA CA 94952-3329	707-769-1862
JANET JOAN MOLINA	4015 PHELAN RD PHELAN CA 92371-8912	760-868-1118
JANET JOAN MOLINA	3230 WAGON TRAIN RD PHELAN CA 92371	760-249-5873
ROBERT M NIBEEL	8715 E WHITTIER AVE PICO RIVERA CA 90660	562-695-9177
ROBERT M NIBEEL	8913 WASHINGTON BLVD PICO RIVERA CA 90660-3720	562-949-3880
ROBERT M NIBEEL	8500 WASHINGTON BLVD PICO RIVERA CA 90660	562-942-7900
JOSEPH WONG	1402 TARA HILLS DR PINOLE CA 94564-2517	510-724-7211
KEITH HANDLEY	350 FIVE CITIES DRIVE PISMO BEACH CA 93449	805-773-3549
BRADLEY A GOLDBLATT	460 ATLANTIC AVE PITTSBURG CA 94565-5240	925-432-4081
BRADLEY A GOLDBLATT	2203 LOVERIDGE LN PITTSBURG CA 94565	925-439-5289
SCOTT A FRISBIE	164 E YORBA LINDA BLVD PLACENTIA CA 92870	714-993-3121
SCOTT A FRISBIE	770 W CHAPMAN AVE PLACENTIA CA 92870	714-577-8171

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHRISTOPHER A KASSITY	1200 BROADWAY PLACERVILLE CA 95667-5806	530-626-1970
CHRISTOPHER A KASSITY	4360 GOLDEN CENTER DRIVE PLACERVILLE CA 95667	530-626-1234
JASON D GOLDBLATT	1690 CONTRA COSTA BLVD PLEASANT HILL CA 94523	925-356-8818
JASON D GOLDBLATT	624 CONTRA COSTA BLVD PLEASANT HILL CA 94523	925-677-2121
HOWARD S GOLDBLATT	1004 STONERIDGE MALL PLEASANTON CA 94588-3217	925-463-0909
PHYLLIS GOLDBLATT	6800 SANTA RITA RD PLEASANTON CA 94588	925-463-1955
PHYLLIS GOLDBLATT	3001 BERNAL AVENUE PLEASANTON CA 94566	925-249-0620
BRADLEY HORNER	2145 MURCHISON AVE POMONA CA 91768-1145	909-620-6669
MARISOL C SANCHEZ	30 RIO RANCHO RD POMONA CA 91767	909-620-1515
IVAN YOUSSEF	2200 N GAREY ST POMONA CA 91767-2331	909-596-5423
IVAN YOUSSEF	445 E HOLT AVENUE POMONA CA 91767	909-623-9703
HERNANDO MARROQUIN	401 W CHANNEL ISLANDS BLVD PORT HUENEME CA 93041	805-985-3298
ROGER P DELPH	379 E OLIVE AVE PORTERVILLE CA 93257-4871	559-781-3382
ROGER P DELPH	1355 W HENDERSON AVE PORTERVILLE CA 93257-1456	559-781-5212
FRANCISCO M SANCHEZ	12510 POWAY RD POWAY CA 92064-4305	858-748-2636
ANDREW MARROQUIN	5049 WEST AVENUE N QUARTZ HILL CA 93551	661-722-2506
SEAN PIAZZA	1550 MAIN ST RAMONA CA 92065-5239	760-789-5490
COURTNEY ESCALANTE	2400 SUNRISE BLVD RANCHO CORDOVA CA 95670	916-635-1991
COURTNEY ESCALANTE	11250 WHITE ROCK RD RANCHO CORDOVA CA 95742	916-858-2003
CHRISTOPHER A KASSITY	10355 FOLSOM BLVD RANCHO CORDOVA CA 95670-3518	916-363-9931
TARA KASSITY	10725 WHITE ROCK RD RANCHO CORDOVA CA 95670-6031	916-631-7773
JESSE J KLAIR	12190 TRIBUTARY POINT DR RANCHO CORDOVA CA 95670	916-351-0340
IVAN YOUSSEF	8701 BASELINE RD RANCHO CUCAMONGA CA 91730	909-980-0260
IVAN YOUSSEF	8070 MONET AVE RANCHO CUCAMONGA CA 91739	909-899-0400
STEPHANIE W YUEN	11198 FOOTHILL BLVD RANCHO CUCAMONGA CA 91730	909-989-4299
RICHARD M SHALHOUB	34101 MONTEREY AVE RANCHO MIRAGE CA 92270	760-202-6894
FREDRICK G HILL	30672 SANTA MARGARITA PKY RANCHO SANTA MARGARITA CA 92688	949-858-4329
SCOTT I RODRICK	215 ANTELOPE BLVD RED BLUFF CA 96080-2901	530-527-5782
SCOTT I RODRICK	801 E CYPRESS AVE REDDING CA 96002-1098	530-221-6818
SCOTT I RODRICK	88 LAKE BOULEVARD REDDING CA 96003-2536	530-244-3979
SCOTT I RODRICK	1365 CHURN CREEK ROAD REDDING CA 96003	530-222-0251
RICHARD M SHALHOUB	612 E REDLANDS BLVD REDLANDS CA 92374	909-793-1516
RICHARD M SHALHOUB	1620 REDLANDS BLVD REDLANDS CA 92373-8026	909-793-8452
RICHARD M SHALHOUB	1796 E LUGONIA AVE REDLANDS CA 92374	909-389-9484
TAWNIE L BLADE	235 N PACIFIC COAST HWY REDONDO BEACH CA 90277	310-937-9609
CONRAD J FREEMAN JR.	185 CHESTNUT ST REDWOOD CITY CA 94063-2105	650-364-5316
CONRAD J FREEMAN JR.	709 WOODSIDE RD REDWOOD CITY CA 94063	650-568-3319
KEVIN A DELPH	835 N REED AVE REEDLEY CA 93654-2434	559-638-6688
HELEN HO	18761 SHERMAN WAY RESEDA CA 91335-4018	818-881-8385
JULIE CARTIE	111 W BASELINE RD RIALTO CA 92376	909-820-5788
JULIE CARTIE	1318 W FOOTHILL BLVD RIALTO CA 92376-4647	909-421-1001
JESSICA EVANS	1615 S RIVERSIDE RIALTO CA 92376	909-820-1600
JESSICA EVANS	1173 WEST CASMALIA ST. RIALTO CA 92377	909-341-5202
HOWARD S GOLDBLATT	3350 KLOSE WAY RICHMOND CA 94806	510-222-4992
MICHAEL W SMITH	2301 MACDONALD AVE RICHMOND CA 94804-1820	510-233-7824
CHRISTOPHER LECORNU	150 N CHINA LAKE BLVD RIDGECREST CA 93555	760-375-7181
DANIEL P KASSITY	400 ELKHORN BLVD RIO LINDA CA 95673	916-992-1122
MARY YIN LIU	300 HWY 12 RIO VISTA CA 94571	707-374-4430
JUSTIN L GRASPOINTNER	1382 W COLONY ROAD RIPON CA 95366-9617	209-599-9121
CARLI M SCHRADER	6411 OAKDALE RD RIVERBANK CA 95367	209-869-3552
RANDELL S BAREMOR	2246 IOWA AVENUE RIVERSIDE CA 92507	951-809-8469
JULIE CARTIE	221 E ALESSANDRO RIVERSIDE CA 92508	951-780-7470
TODD HORNER	2242 UNIVERSITY AVE RIVERSIDE CA 92507-4275	951-683-9798
ANTHONY MANGIONE	5425 ARLINGTON AVE RIVERSIDE CA 92504-2504	951-359-2090
ANTHONY MANGIONE	2905 VAN BUREN BLVD RIVERSIDE CA 92503-5650	951-354-0151
ANTHONY MANGIONE	7474 INDIANA STREET RIVERSIDE CA 92504	951-354-5518
MICHAEL J MANGIONE JR.	2891 CANYON SPRINGS PKY RIVERSIDE CA 92507	951-653-1223
RICHARD M SHALHOUB	10141 MAGNOLIA AVE RIVERSIDE CA 92503	951-687-1703
RICHARD M SHALHOUB	8875 LIMONITE AVE RIVERSIDE CA 92509-5020	951-685-5526
RICHARD M SHALHOUB	5010 VAN BUREN BLVD RIVERSIDE CA 92503	951-688-1111
RICHARD M SHALHOUB, JR.	10952 MAGNOLIA AVE RIVERSIDE CA 92505	951-351-2300
ROBERT F KASSITY	4211 SIERRA COLLEGE BLVD ROCKLIN CA 95677	916-652-6767
JORDAN RUIZ	2172 SUNSET BLVD ROCKLIN CA 95765	916-789-7710
DANIA FAGUNDO	6600 COMMERCE BLVD ROHNERT PARK CA 94931	707-584-1529
DANIA FAGUNDO	1702 E COTATI AVE ROHNERT PARK CA 94928-3605	707-792-0579
HERNANDO MARROQUIN	2511 ROSAMOND BLVD ROSAMOND CA 93560	661-256-4530
MICHAEL E PERNECKY	7503 GARVEY AVENUE ROSEMEAD CA 91770-2911	626-571-6573

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAUL PERNECKY	8548 E VALLEY BLVD ROSEMEAD CA 91770	626-571-9604
PAUL PERNECKY	1827 WALNUT GROVE AVENUE ROSEMEAD CA 91770	626-572-8333
TARA KASSITY	3560 BRADSHAW RD ROSEMONT CA 95827	916-361-8186
COURTNEY ESCALANTE	3994 FOOTHILLS BLVD ROSEVILLE CA 95747	916-783-3587
COURTNEY ESCALANTE	1400 BLUE OAKS BLVD ROSEVILLE CA 95765	916-797-1157
PERCY JOHNSON	1190 CIRBY WAY ROSEVILLE CA 95746	916-784-2725
MARK RUIZ	6710 STANFORD RANCH RD ROSEVILLE CA 95678	916-789-1820
MARK RUIZ	1151 GALLERIA BLVD ROSEVILLE CA 95678	916-784-1136
MAX RUIZ	120 HARDING BLVD ROSEVILLE CA 95678	916-782-3538
RACQUEL RUIZ	8660 SIERRA COLLEGE BLVD ROSEVILLE CA 95661	916-780-2941
DAVID HORNER	19775 COLIMA RD ROWLAND HEIGHTS CA 91748	909-598-0190
TODD HORNER	6815 VALLEY WAY RUBIDOUX CA 92509-3423	951-360-3261
ROBERT D HUMASON, JR.	1035 EMERALD BAY RD S LAKE TAHOE CA 96150-6210	530-542-0555
DENNIS GRASPOINTNER	8940 POCKET RD SACRAMENTO CA 95831	916-399-1011
DENNIS GRASPOINTNER	4124 FLORIN RD SACRAMENTO CA 95823	916-395-7016
JAY HAZARI	2320 FAIR OAKS BLVD SACRAMENTO CA 95825-4709	916-921-6013
JAY HAZARI	3773 NORTHGATE BLVD SACRAMENTO CA 95833	916-920-5940
JAY HAZARI	7901 COLLEGE TOWN DRIVE SACRAMENTO CA 95826	916-379-9802
COREY D JOHNSON	8220 CALVINE RD SACRAMENTO CA 95828	916-585-5499
JEFFREY D JOHNSON	1721 HOWE AVE SACRAMENTO CA 95825-2209	916-922-2774
PERCY JOHNSON	5301 ELKHORN BLVD SACRAMENTO CA 95842	916-331-2126
PERCY JOHNSON	2535 WATT AVE SACRAMENTO CA 95821	916-971-0244
PERCY JOHNSON	2860 FULTON AVE SACRAMENTO CA 95821	916-977-0100
RACHEL G JOHNSON	3950 TRUXEL ROAD SACRAMENTO CA 95834	916-515-0814
TARA KASSITY	4121 MARCONI AVE SACRAMENTO CA 95821-4213	916-482-8467
JESSE J KLAIR	8140 GERBER RD SACRAMENTO CA 95828	916-689-6977
JESSE J KLAIR	8020 FRUITRIDGE ROAD SACRAMENTO CA 95824	916-386-1779
HARRIS LIU	2985 FREEPORT BLVD SACRAMENTO CA 95818-3842	916-443-7632
HARRIS LIU	5525 FOLSOM BLVD SACRAMENTO CA 95819-4603	916-456-2879
HARRIS LIU	8901 FOLSOM BLVD SACRAMENTO CA 95826-3203	916-362-1951
HARRIS LIU	6370 MACK RD SACRAMENTO CA 95823	916-423-1140
HARRIS LIU	200 RICHARDS BLVD SACRAMENTO CA 95814-0236	916-443-6492
HARRIS LIU	4731 MACK RD SACRAMENTO CA 95823	916-399-9122
HARRIS LIU	3006 K STREET SACRAMENTO CA 95816	916-457-2251
MARY YIN LIU	2331 BROADWAY SACRAMENTO CA 95818	916-451-7264
JORDAN RUIZ	5425 FRUITRIDGE RD SACRAMENTO CA 95820-5508	916-453-1615
JORDAN RUIZ	6091 FLORIN ROAD SACRAMENTO CA 95823	916-393-5792
RACQUEL RUIZ	5008 AUBURN BLVD SACRAMENTO CA 95841-2621	916-332-6951
MEGHAN M SCHRADER	8300 ELK GROVE-FLORIN ROAD SACRAMENTO CA 95829	916-479-6351
BETTY SPECHT	2335 FLORIN RD SACRAMENTO CA 95822	916-394-1618
CHARLES SPECHT	2517 DEL PASO BLVD SACRAMENTO CA 95815-2510	916-561-2334
CHARLES V SPECHT, JR.	4242 NORWOOD AVE SACRAMENTO CA 95838	916-561-2313
LUCIA ZECH	3412 ARDEN WAY SACRAMENTO CA 95864	916-488-0595
JUSTIN L GRASPOINTNER	4230 SALIDA BLVD SALIDA CA 95368-9320	209-545-1220
RAYMOND COSTA	840 E ALISAL ST SALINAS CA 93901-2606	831-422-6685
RAYMOND COSTA	600 EAST BORANDA DRIVE SALINAS CA 93906	831-449-2345
RAYMOND COSTA	608 WILLIAMS RD SALINAS CA 93905	831-422-1490
RAYMOND COSTA	155 KERN ST SALINAS CA 93905	831-783-1023
SUZETTE HOFMAN	1365 N MAIN ST SALINAS CA 93901-2828	831-449-8337
SUZETTE HOFMAN	1213 S MAIN ST SALINAS CA 93901-2207	831-422-2556
SUZETTE HOFMAN	17537 VIERRA CANYON RD SALINAS CA 93907-3309	831-663-3767
WAHID U BALKHI	100 E REDLANDS BLVD SAN BERNARDINO CA 92408	909-821-3950
CHRISTOPHER ISHIDA	240 E 40TH ST SAN BERNARDINO CA 92404	909-886-5616
CHRISTOPHER ISHIDA	718 W HIGHLAND AVE SAN BERNARDINO CA 92405-3839	909-882-5546
CHRISTOPHER ISHIDA	699 2ND ST SAN BERNARDINO CA 92410	909-888-1001
CHRISTOPHER ISHIDA	1208 N MT VERNON BLVD SAN BERNARDINO CA 92411	909-388-7518
CHRISTOPHER ISHIDA	568 S MT VERNON AVE SAN BERNARDINO CA 92410	909-888-8080
CHRISTOPHER ISHIDA	1575 E HIGHLAND AVE SAN BERNARDINO CA 92404	909-883-1272
MARISOL C SANCHEZ	2137 E HARBOR BLVD SAN BUENAVENTURA CA 93001	805-643-0913
GREGORY PASCHEN	180 EL CAMINO REAL SAN CARLOS CA 94070-2404	650-595-4479
CONRAD J FREEMAN JR.	650 AVE PICO SAN CLEMENTE CA 92672	949-492-2420
ROBERT M NIBEEL	8929 CLAIREMONT MESA BLVD SAN DIEGO CA 92123-1103	858-277-1433
RAMZI AWAD	7140 MIRAMAR RD SAN DIEGO CA 92121-2316	858-271-9151
RAMZI AWAD	511 HERCULES ST SAN DIEGO CA 92145	858-271-0481
RAMZI AWAD	7085 CLAIREMONT MESA BLVD SAN DIEGO CA 92111	858-279-0679
RAMZI AWAD	NAS NORTH ISLAND, BLDG 2017 SAN DIEGO CA 92135-7045	619-437-8911
GEORGE RAMZI CAMPOS	1515 EUCLID AVE SAN DIEGO CA 92105	619-677-5899

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GEORGE RAMZI CAMPOS	10595 TIERRASANTA BLVD SAN DIEGO CA 92124	858-715-8155
SABINA KAITLEE CAMPOS	6945 LINDA VISTA RD SAN DIEGO CA 92111	619-717-2052
SABINA KAITLEE CAMPOS	2796 MAIN ST SAN DIEGO CA 92113-3712	619-664-4110
CHRISTOPHER LECORNU	1121 GARNET AVE SAN DIEGO CA 92109-2906	619-508-1425
CHRISTOPHER LECORNU	9035 MIRA MESA BLVD SAN DIEGO CA 92126-2717	619-508-0112
CHRISTOPHER LECORNU	1414 UNIVERSITY AVE SAN DIEGO CA 92103	619-298-8968
CHRISTOPHER LECORNU	6326 MISSION GORGE RD SAN DIEGO CA 92120-2503	619-283-6485
CHRISTOPHER LECORNU	4711 MISSION BAY DRIVE SAN DIEGO CA 92109	619-709-2464
CHRISTOPHER LECORNU	3879 FAIRMOUNT AVENUE SAN DIEGO CA 92105	619-284-0957
CHRISTOPHER ROWE	9440 SCRANTON RD SAN DIEGO CA 92121	858-452-3013
CHRISTOPHER ROWE	6925 PARADISE VALLEY RD SAN DIEGO CA 92139-1218	619-479-2132
CHRISTOPHER ROWE	4260 NOBEL DR SAN DIEGO CA 92122-1126	858-452-3014
CHRISTOPHER ROWE	1624 ROSECRANS ST SAN DIEGO CA 92106	619-224-0269
CHRISTOPHER ROWE	710 DENNERY RD SAN DIEGO CA 92173	619-428-1502
CHRISTOPHER ROWE	3412 COLLEGE AVE SAN DIEGO CA 92115	619-704-1800
FRANCISCO M SANCHEZ	10655 SCRIPPS POWAY PKY SAN DIEGO CA 92131	858-695-9655
FRANCISCO M SANCHEZ	2482 NORTHSIDE DR SAN DIEGO CA 92108	619-282-2412
FRANCISCO M SANCHEZ	16440 BERNARDO CENTER DR SAN DIEGO CA 92128	858-673-2092
CHRISTIAN M SANDOVAL	8770 LAKE MURRAY BLVD SAN DIEGO CA 92119-2720	619-463-8770
CHRISTIAN M SANDOVAL	5065 CLAIREMONT DR SAN DIEGO CA 92117-2710	858-274-3344
CHRISTIAN M SANDOVAL	4350 PALM AVE SAN DIEGO CA 92154-1714	619-690-1186
CHRISTIAN M SANDOVAL	12808 RANCHO PENASQUITOS BOULEVARD SAN DIEGO CA 92129-2935	858-484-2081
CHRISTIAN M SANDOVAL	2320 ROLL DRIVE SAN DIEGO CA 92154	619-661-7232
CHRISTIAN M SANDOVAL	5920 BALBOA AVE SAN DIEGO CA 92111	858-569-5928
BRENDA SCHMID	3805 MIDWAY DR SAN DIEGO CA 92110-5209	619-223-0557
BRENDA SCHMID	3505 DEL MAR HEIGHTS RD SAN DIEGO CA 92130-2122	858-755-8588
JAMIE C STRAZA	11915 CARMEL MOUNTAIN RD SAN DIEGO CA 92128	858-673-4175
JAMIE C STRAZA	9871 AERO DR SAN DIEGO CA 92123	858-278-5506
ROBERT R SUTHERLAND	1280 PARK BLVD SAN DIEGO CA 92101	619-550-1823
ROBERT R SUTHERLAND	2345 EL CAJON BLVD SAN DIEGO CA 92104-1105	619-299-3078
ROBERT R SUTHERLAND	BLDG G-1 SAN DIEGO CA 92134	619-544-9612
TODD SUTHERLAND	32ND ST NAVAL STATION BLDG 3301 SAN DIEGO CA 92136	619-696-9213
MARGARITA T WORLEY	741 ARROW HIGHWAY SAN DIMAS CA 91773-2536	909-592-6347
PETER OU	1201 OCEAN AVE SAN FRANCISCO CA 94112-1830	415-452-8819
PETER OU	609 MARKET ST SAN FRANCISCO CA 94105-3301	415-543-2595
PETER OU	1100 FILLMORE ST SAN FRANCISCO CA 94102	415-923-1138
SCOTT I RODRICK	2801 MISSION ST SAN FRANCISCO CA 94110-3907	415-285-2851
SCOTT I RODRICK	345 BAYSHORE BLVD SAN FRANCISCO CA 94124-1506	415-821-2565
SCOTT I RODRICK	5454 MISSION ST SAN FRANCISCO CA 94110	415-333-1011
SCOTT I RODRICK	5411 3RD STREET SAN FRANCISCO CA 94124	415-822-0956
SCOTT I RODRICK	255 WINSTON DR SAN FRANCISCO CA 94132-1921	415-759-5033
SCOTT I RODRICK	235 N FRONT ST SAN FRANCISCO CA 94111	415-397-6333
SCOTT I RODRICK	302 POTRERO AVE SAN FRANCISCO CA 94110	415-861-3295
SCOTT I RODRICK	441 SUTTER ST SAN FRANCISCO CA 94108	415-362-1082
PAUL PERNECKY	6910 ROSEMEAD BLVD SAN GABRIEL CA 91775	626-285-6205
RANDELL S BAREMOR	611 N STATE ST SAN JACINTO CA 92583	951-487-2504
RANDELL S BAREMOR	SAN JACINTO AVENUE COMMONWEALTH WM 5425 SAN JACINTO CA 92583	951-487-2330
DANIEL BORBA	2434 ALMADEN RD SAN JOSE CA 95125-2108	408-265-5567
DANIEL BORBA	1033 E CAPITOL EXPWY SAN JOSE CA 95121-2415	408-225-7662
DANIEL BORBA	585 TULLY RD SAN JOSE CA 95112-1920	408-286-3812
DANIEL BORBA	777 STORY RD SAN JOSE CA 95122	408-298-6533
TAMI L BORBA	715 W CAPITAL AUTO MALL EXPY SAN JOSE CA 95136	408-264-8692
COSME A FAGUNDO	1435 S WINCHESTER BLVD SAN JOSE CA 95128-4331	408-378-2040
COSME A FAGUNDO	898 S BASCOM AVE SAN JOSE CA 95128-2605	408-292-0776
COSME A FAGUNDO	3221 S WHITE RD SAN JOSE CA 95148-4056	408-238-4321
COSME A FAGUNDO	1869 CAMDEN AVE SAN JOSE CA 95124-3022	408-723-3322
COSME A FAGUNDO	5122 STEVENS CREEK BLVD SAN JOSE CA 95129	408-554-0883
COSME A FAGUNDO	1398 W SAN CARLOS SAN JOSE CA 95126	408-275-0389
COSME A FAGUNDO	4838 SAN FELIPE RD SAN JOSE CA 95135	408-528-9160
COSME A FAGUNDO	202 EASTRIDGE MALL RELO SAN JOSE CA 95122-1404	408-528-6700
COSME A FAGUNDO	2191 MONTEREY HIGHWAY SAN JOSE CA 95125	408-279-0824
COSME A FAGUNDO	2699 UNION AVENUE SAN JOSE CA 95124	408-559-2082
JAMES C HENLEY	456 BLOSSOM HILL RD SAN JOSE CA 95123-3301	408-227-5811
JAMES C HENLEY	105 BERNAL RD SAN JOSE CA 95119	408-578-9835
JAMES C HENLEY	4800 ALMADEN EXPRESSWAY SAN JOSE CA 95136	408-979-9783
STACEY HENLEY	5508 MONTEREY RD SAN JOSE CA 95138	408-363-0759
CLINTON C JOHNSON	1142 N CAPITOL AVE SAN JOSE CA 95132-2522	408-926-1676

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CARMEN LEMUS	2680 STORY RD SAN JOSE CA 95122-1063	408-923-8313
RUDY LEMUS	2353 MCKEE RD SAN JOSE CA 95116-1609	408-926-4233
RUDY LEMUS	1935 TULLY RD SAN JOSE CA 95122	408-272-1335
RUDY LEMUS	163 BRANHAM LN SAN JOSE CA 95136-2300	408-972-2168
CARRA C SUNSERI	1702 OAKLAND RD SAN JOSE CA 95131	408-573-8710
RICHARD TIEU	1150 S DE ANZA BLVD SAN JOSE CA 95129-3629	408-725-0181
FRANCISCO M SANCHEZ	31822 DEL OBISPO AVE SAN JUAN CAPISTRANO CA 92675-3204	949-493-9357
JASON D GOLDBLATT	14823 E 14TH ST SAN LEANDRO CA 94578-2921	510-352-7722
JASON D GOLDBLATT	130 GREENHOUSE MARKETPLACE SAN LEANDRO CA 94578	510-351-1834
PHYLLIS GOLDBLATT	1919 DAVIS ST SAN LEANDRO CA 94577	510-430-9417
BOBBY O HAYNES, JR.	1287 WASHINGTON ST SAN LEANDRO CA 94577-3646	510-483-7591
KEITH HANDLEY	275 MADONNA RD SAN LUIS OBISPO CA 93401-3109	805-543-3550
LESLIE MANNES	701 CENTER DR SAN MARCOS CA 92069-3576	760-746-2933
BRENDA SCHMID	120 S RANCHO SANTA FE SAN MARCOS CA 92069-2502	760-727-4000
BRENDA SCHMID	570 W SAN MARCOS BLVD SAN MARCOS CA 92069	760-471-0030
VALERIE KILDUFF	1420 EL CAMINO REAL SAN MATEO CA 94404	650-349-2878
JASON D GOLDBLATT	3320 SAN PABLO DAM RD SAN PABLO CA 94806	510-223-9226
RACHEL M WONG	14480 SAN PABLO AVE SAN PABLO CA 94806-3334	510-215-7478
NEAL RUBY	303 S GAFFEY ST SAN PEDRO CA 90732	310-548-6591
NEAL RUBY	976 N WESTERN AVENUE SAN PEDRO CA 90732	310-514-8817
GREGORY M SINIGIANI	2114 4TH ST SAN RAFAEL CA 94901-2650	415-258-9214
GREGORY M SINIGIANI	190 MERRYDALE RD SAN RAFAEL CA 94913-4013	415-507-0482
HOWARD S GOLDBLATT	2481 SAN RAMON VALLEY RD SAN RAMON CA 94583-1601	925-820-4325
JASON D GOLDBLATT	21001 SAN RAMON VALLEY BLVD SAN RAMON CA 94583	925-556-1225
RAMZI AWAD	727 E SAN YSIDRO BLVD SAN YSIDRO CA 92173	619-428-5093
CHRISTIAN M SANDOVAL	707 W SAN YSIDRO BLVD SAN YSIDRO CA 92173	619-690-9203
JAMIE C STRAZA	4449 CAMINO DE LA PLZ SAN YSIDRO CA 92173	619-690-2989
SUZETTE HOFMAN	990 PLAYA AVENUE SAND CITY CA 93955	831-392-0311
JAVIER TORRES	295 ACADEMY AVE SANGER CA 93657-2128	559-875-9119
JAVIER TORRES	2761 JENSEN AVE SANGER CA 93657	559-875-2050
LISA DE BONO	18601 AIRPORT WAY CONCOURSE A SANTA ANA CA 92707-5200	949-252-6100
LISA DE BONO	18601 AIRPORT WAY CONCOURSE B SANTA ANA CA 92707-5200	949-252-6102
LARRY S KAPLAN	1439 NORTH BRISTOL AVENUE SANTA ANA CA 92706	714-541-0025
LARRY S KAPLAN	1011 E 17TH ST SANTA ANA CA 92706	714-667-1164
LARRY S KAPLAN	301 E 1ST ST SANTA ANA CA 92701-5314	714-972-3140
VIRGINIA F MANGIONE	1526 WEST EDINGER STREET SANTA ANA CA 92704	714-546-5612
VIRGINIA F MANGIONE	3810 SOUTH BRISTOL AVENUE SANTA ANA CA 92704-7456	714-545-2380
VIRGINIA F MANGIONE	666 HARBOR BLVD SANTA ANA CA 92704-1384	714-839-8131
VIRGINIA F MANGIONE	2300 S MAIN STREET SANTA ANA CA 92707	714-751-3140
VIRGINIA F MANGIONE	2701 WEST MACARTHUR BLVD SANTA ANA CA 92704	714-979-4862
VIRGINIA F MANGIONE	3600 W MCFADDEN AVE SANTA ANA CA 92704	714-531-0480
VIRGINIA F MANGIONE	1100 S GRAND AVE SANTA ANA CA 92705	714-480-0610
RICHARD M BECHGUENTURIAN	29 N MILPAS ST SANTA BARBARA CA 93103	805-965-7875
RICHARD M BECHGUENTURIAN	3940 STATE ST SANTA BARBARA CA 93105-3114	805-687-6164
RICHARD M BECHGUENTURIAN	1906 CLIFF DR SANTA BARBARA CA 93109	805-965-9968
COSME A FAGUNDO	3509 HOME STEAD RD SANTA CLARA CA 95051-5116	408-243-2897
COSME A FAGUNDO	1451 COLEMAN AVE SANTA CLARA CA 95050	408-748-8961
RICHARD TIEU	3895 STEVENS CREEK BLVD SANTA CLARA CA 95051-7336	408-248-8805
LARRY C TRIPPLETT	2850 AUGUSTINE DR SANTA CLARA CA 95054-2801	408-727-9726
ANDREW MARROQUIN	GOLDEN VALLEY AND HWY 14 SANTA CLARITA CA 91321	661-250-4842
JAY SCHUTZ	18850 SOLEDAD CANYON RD SANTA CLARITA CA 91351-3772	661-252-1480
JAY SCHUTZ	26940 SIERRA HIGHWAY SANTA CLARITA CA 91351	661-252-5251
MARK SCHUTZ	27776 N MCBEAN PKY SANTA CLARITA CA 91354	661-297-8296
MARK SCHUTZ	27103 MCBEAN PKWY SANTA CLARITA CA 91355	661-799-5861
JANET C PEAT	1421 MISSION ST SANTA CRUZ CA 95060-4738	831-423-6394
STEPHEN D PEAT	1210 OCEAN AVE SANTA CRUZ CA 95060	831-459-0744
NORMAN CARTER	13330 EAST TELEGRAPH ROAD SANTA FE SPRING CA 90670	562-903-5982
PATRICIA YOON	14317 VALLEY VIEW AVE SANTA FE SPRINGS CA 90670-5217	562-926-7831
PAMELA MACAL	1710 S BROADWAY SANTA MARIA CA 93458	805-922-6111
PAMELA MACAL	320 N BROADWAY SANTA MARIA CA 93454-4417	805-922-0910
PAMELA MACAL	2280 SKYWAY DRIVE SANTA MARIA CA 93455	805-349-1140
VICTOR QUIROZ	1407 BRADLEY RD SANTA MARIA CA 93454	805-928-4881
ANTHONY N LARDAS	1540 2ND AVE SANTA MONICA CA 90405	310-458-7700
ANTHONY N LARDAS	2809 N LINCOLN BLVD SANTA MONICA CA 90405-4623	310-314-6270
JOHN ABBATE	13032 S HWY 33 SANTA NELLA CA 95322-9744	209-826-9205
CLAYTON F PASCHEN, JR.	138 E HARVARD BLVD SANTA PAULA CA 93060-3314	805-525-1980
STEPHEN D PEAT	1264 MENDOCINO AVE SANTA ROSA CA 95402-4313	707-523-3815

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEPHEN D PEAT	50 MISSION CIR SANTA ROSA CA 95405-5303	707-538-7730
STEPHEN D PEAT	2521 GUERNEVILLE RD SANTA ROSA CA 95401-4018	707-528-4662
STEPHEN D PEAT	2642 SANTA ROSA AVE SANTA ROSA CA 95407	707-569-9222
STEPHEN D PEAT	879 HOPPER AVE SANTA ROSA CA 95403	707-523-2534
BRENDA SCHMID	8876 CUYAMACA ST SANTEE CA 92071-4219	619-449-9950
LEE A FREEMAN	18578 PROSPECT ROAD SARATOGA CA 95070	408-446-5092
JANET C PEAT	259 MOUNT HERMON RD SCOTTS VALLEY CA 95066-4037	831-438-4614
SEAN PIAZZA	630 PACIFIC COAST HIGHWAY SEAL BEACH CA 90740-5906	562-594-4801
SUZETTE HOFMAN	1516 CANYON DEL REY BOULEVARD SEASIDE CA 93955-3501	831-224-9912
KEVIN A DELPH	2790 FLORAL AVE SELMA CA 93662-2604	559-896-4483
MATTHEW R DELPH	101 W LERDO HWY SHAFTER CA 93263	661-746-1638
SCOTT I RODRICK	1695 CASCADE BOULEVARD SHASTA LAKE CITY CA 96019	530-275-2943
RAFAEL HERRERA	13925 VENTURA BLVD SHERMAN OAKS CA 91423	818-990-6805
JESSICA J D'AMBRA	2599 CHERRY AVE SIGNAL HILL CA 90755-2085	562-424-8500
LISA MURPHY	2375 TAPO STREET SIMI VALLEY CA 93063-3023	805-526-2222
LISA MURPHY	2605 YOSEMITE STREET SIMI VALLEY CA 93063	805-582-2305
LISA MURPHY	2423 GALENA AVE SIMI VALLEY CA 93065	805-578-7400
DONNA M TECK	1495 E LOS ANGELES ST SIMI VALLEY CA 93065-2807	805-527-9975
RAYMOND COSTA	1215 S FRONT ST SOLEDAD CA 93960-2975	831-678-1453
DANIA FAGUNDO	18988 SONOMA HWY SONOMA CA 95476-5417	707-938-8094
BRANDON T GRASPOINTNER	1261 MONO WAY SONORA CA 95370	209-533-1226
DENNIS GRASPOINTNER	14895 MONO WAY SONORA CA 95370	209-588-8266
MICHAEL E PERNECKY	9437 E GARVEY AVE SOUTH EL MONTE CA 91733	626-448-4455
DEAN R SANCHEZ	1185 DURFEE AVE SOUTH EL MONTE CA 91733-4411	626-350-1639
YOUSEF KANJEE	3309 TWEEDY BLVD SOUTH GATE CA 90280	323-567-1315
PATRICIA YOON	5730 FIRESTONE BLVD SOUTH GATE CA 90280-3704	562-928-1324
PATRICIA YOON	4135 E FIRESTONE BOULEVARD SOUTH GATE CA 90280	323-564-8385
ROBERT D HUMASON, JR.	3715 LAKE TAHOE BLVD SOUTH LAKE TAHOE CA 96150	530-541-2256
PAUL PERNECKY	716 FAIR OAKS AVE SOUTH PASADENA CA 91030-2604	626-799-9242
COSME W FAGUNDO	2298 GELLERT BLVD SOUTH SAN FRANCISCO CA 94080-5411	650-583-2562
COSME W FAGUNDO	587 ELCAMINO REAL SOUTH SAN FRANCISCO CA 94080-4402	650-588-1881
COSME W FAGUNDO	381 S AIRPORT BLVD SOUTH SAN FRANCISCO CA 94080	650-871-6018
CHRISTOPHER ROWE	8730 JAMACHA BLVD SPRING VALLEY CA 91777-5631	619-460-7433
LARRY S KAPLAN	S OF SWC BEACH & KATELLA STANTON CA 90680	714-379-5540
CARLI M SCHRADER	1423 N CENTER ST STOCKTON CA 95202-1022	209-307-6555
CARLI M SCHRADER	4419 WATERLOO ROAD STOCKTON CA 95215	209-851-2893
CATHLEEN SCHRADER	3355 E HAMMER LN STOCKTON CA 95212	209-395-3618
CATHLEEN SCHRADER	322 S CENTER STOCKTON CA 95203	209-307-6323
CRAIG M SCHRADER	4515 PACIFIC AVE STOCKTON CA 95207-7694	209-762-3745
CRAIG M SCHRADER	611 W CHARTER WAY STOCKTON CA 95206-1709	209-762-3500
CRAIG M SCHRADER	3143 W BENJAMIN HOLT DR STOCKTON CA 95219	209-395-3604
CRAIG M SCHRADER	1049 E MARCH LN STOCKTON CA 95210-3544	209-307-6533
CRAIG M SCHRADER	2415 W HAMMER LN STOCKTON CA 95209	209-395-3825
CRAIG M SCHRADER	2505 MARCH LN STOCKTON CA 95207	209-307-6256
MEGHAN M SCHRADER	1009 N WILSON WAY STOCKTON CA 95205-4217	209-762-3452
NANCY J SCHRADER	8020 LOWER SACRAMENTO RD STOCKTON CA 95210-3724	209-279-1243
NANCY J SCHRADER	10623 TRINITY PARKWAY STOCKTON CA 95219	209-307-6038
C. C YIN	109 SUNSET CENTER SUISUN CITY CA 94585-2063	707-426-6235
ALEX D MESTAS	28000 BRADLEY RD SUN CITY CA 92586	951-301-3853
LUCRETIA BECHGUENTURIAN	7950 FOOTHILL BLVD SUNLAND CA 91040-2937	818-951-8316
COSME A FAGUNDO	696 N MATHILDA AVE SUNNYVALE CA 94085	408-830-9970
LEE A FREEMAN	556 E EL CAMINO REAL SUNNYVALE CA 94086	408-736-5091
LARRY C TRIPPLETT	550 LAWRENCE EXPY SUNNYVALE CA 94086-4043	408-733-2730
ROBERT D HUMASON, JR.	3000 MAIN ST SUSANVILLE CA 96130-4738	530-257-6880
MATTHEW R DELPH	10001 KERN STREET TAFT CA 93268	661-763-5656
HELEN HO	18510 VICTORY BLVD TARZANA CA 91335	818-342-2500
STEVEN HO	18909 VENTURA BLVD TARZANA CA 91356-3211	818-342-2253
MARYANN PACIULLO	795 TUCKER RD TEHACHAPI CA 93561	661-822-0948
MARYANN PACIULLO	HWY. 58 & TEHACHAPI BLVD. TEHACHAPI CA 93561	661-823-8300
SEAN PIAZZA	32225 HWY79 SOUTH TEMECULA CA 92592	760-504-9104
RICHARD M SHALHOUB	28100 JEFFERSON AVE TEMECULA CA 92590	951-676-8704
RICHARD M SHALHOUB	31853 HWY 79 S TEMECULA CA 92592	951-303-0689
RICHARD M SHALHOUB	40465 WINCHESTER RD TEMECULA CA 92591	951-296-6653
RICHARD M SHALHOUB	30580 RANCHO CALIFORNIA RD TEMECULA CA 92591	951-695-1300
MICHAEL E PERNECKY	9831 E LAS TUNAS DR TEMPLE CITY CA 91780-2209	626-292-1711
ANDREW CHANG	1730 N MOORPARK RD THOUSAND OAKS CA 91360	805-777-9162
ANDREW CHANG	1908 AVENIDA DE LOS ARBOLES THOUSAND OAKS CA 91362	805-492-2555

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TAWNIE L BLADE	931 SEPULVEDA BLVD TORRANCE CA 90502	310-539-3102
TI CHANG	18145 CRENSHAW BLVD TORRANCE CA 90504	310-771-8290
JESSICA J D'AMBRA	3880 PACIFIC COAST HIGHWAY TORRANCE CA 90505-5916	310-373-8114
JESSICA J D'AMBRA	24650 CRENSHAW BLVD TORRANCE CA 90505	310-539-4570
CRAIG M SCHRADER	3430 TRACY BLVD TRACY CA 95376-1723	209-237-2538
CRAIG M SCHRADER	1820 W 11TH ST TRACY CA 95376-3736	209-237-2566
CRAIG M SCHRADER	2820 SOUTH TRACY BLVD TRACY CA 95377	209-237-2557
CRAIG M SCHRADER	236 E 11TH STREET TRACY CA 95376	209-237-2561
MARK RUIZ	11420 DEERFIELD DR TRUCKEE CA 96161-0501	530-587-3880
RICHARD M BECHGUENTURIAN	6510 FOOTHILL BLVD TUJUNGA CA 91042	818-353-7100
MATTHEW R DELPH	1310 BARDSLEY AVE TULARE CA 93274	559-687-9258
MATTHEW R DELPH	2710 S BLACKSTONE ST TULARE CA 93274	559-688-1182
ROGER P DELPH	768 E PROSPERITY AVE TULARE CA 93274	559-684-1308
ROGER P DELPH	108 E CROSS AVE TULARE CA 93274-2850	559-688-6169
DENNIS GRASPOINTNER	2000 W MAIN ST TURLOCK CA 95380-9434	209-667-7086
DENNIS GRASPOINTNER	3050 COUNTRYSIDE DR TURLOCK CA 95380	209-656-7434
CARL M JEVERT, JR.	2400 GEER RD TURLOCK CA 95382	209-632-6874
SCOTT A FRISBIE	2452 BRYAN AVE TUSTIN CA 92782	714-832-2699
SHARON M MACDONALD	245 EAST FIRST STREET TUSTIN CA 92780	714-832-8485
JEFFREY M MARTINEZ	6455 ADOBE RD TWENTYNINE PALMS CA 92277-2605	760-367-1247
STEPHEN D PEAT	115 N ORCHARD AVE UKIAH CA 95482-4501	707-462-0008
STEPHEN D PEAT	1310 N STATE ST UKIAH CA 95482	707-463-8205
LARRY C TRIPPLETT	27 UNION SQUARE UNION CITY CA 94587-3557	510-489-6080
LARRY C TRIPPLETT	30600 DYER ST UNION CITY CA 94587	510-441-7741
EDDIE PUI LUN YUEN	1590 FOOTHILL BLVD UPLAND CA 91786	909-946-9412
HARRIS LIU	1310 E MONTE VISTA AVE VACAVILLE CA 95688-3014	707-449-8275
HARRIS LIU	3101 ALAMO VACAVILLE CA 95687	707-452-0709
MARY YIN LIU	990 ALAMO DR VACAVILLE CA 95687	707-449-6477
MARY YIN LIU	541 DAVIS ST VACAVILLE CA 95688	707-469-7429
MARY YIN LIU	817 LEISURE TOWN ROAD VACAVILLE CA 95687	707-446-4408
MARK SCHUTZ	23110 VALENCIA BLVD VALENCIA CA 91355-1716	661-259-1811
MARK SCHUTZ	27618 THE OLD ROAD VALENCIA CA 91355	661-253-1020
JASON D GOLDBLATT	5200 SONOMA BLVD VALLEJO CA 94589	707-554-8755
PETER OU	902 ADMIRAL CALLAGHAN LN VALLEJO CA 94590-3680	707-552-7497
PETER OU	2565 SPRINGS RD VALLEJO CA 94591-5612	707-648-2141
PETER OU	170 LINCOLN RD E VALLEJO CA 94591-8206	707-553-1209
PETER OU	416 E LINCOLN RD VALLEJO CA 94591	707-648-9361
C. C. YIN	3289 SONOMA BLVD VALLEJO CA 94590-2911	707-643-6220
LESLIE MANNES	27650 VALLEY CENTER ROAD VALLEY CENTER CA 92082	760-749-1345
ANDREW MARROQUIN	7045 VAN NUYS BLVD VAN NUYS CA 91405	818-785-2490
ANDREW MARROQUIN	13700 SHERMAN WAY VAN NUYS CA 91405	818-442-9790
ANDREW MARROQUIN	7161 SEPULVEDA BLVD VAN NUYS CA 91406	818-994-0601
ANTHONY N LARDAS	2457 LINCOLN BLVD VENICE CA 90291-5040	310-822-5133
GREGORY PASCHEN	5980 TELEGRAPH RD VENTURA CA 93003-4300	805-642-9798
GREGORY PASCHEN	4110 E MAIN ST VENTURA CA 93003-5228	805-644-6268
YOUSEF KANJEE	3737 SOTO ST VERNON CA 90058	323-585-2251
WAHID U BALKHI	13625 BEAR VALLEY ROAD VICTORVILLE CA 92392	760-949-5200
WAHID U BALKHI	12254 PALMDALE ROAD VICTORVILLE CA 92392	760-245-5627
MARISOL C SANCHEZ	12146 MARIPOSA RD VICTORVILLE CA 92392-6006	760-241-3122
MARISOL C SANCHEZ	14526 PALMDALE RD VICTORVILLE CA 92392	760-245-1001
MARISOL C SANCHEZ	NWC ROY ROGERS & LA PAZ PLZ VICTORVILLE CA 92392	760-243-4032
ROGER P DELPH	3636 W MINERAL KING AVE VISALIA CA 93277	559-732-1182
ROGER P DELPH	3636 S MOONEY BLVD VISALIA CA 93277-8019	559-738-0188
ROGER P DELPH	1401 E NOBLE AVE VISALIA CA 93292-3042	559-627-2318
ROGER P DELPH	5215 W WALNUT VISALIA CA 93277	559-636-3323
ROGER P DELPH	5205 W GOSHEN VISALIA CA 93291	559-636-0494
ROGER P DELPH	3102 NDINUBA VISALIA CA 93291	559-735-9661
FRANCISCO M SANCHEZ	827 S SANTA FE AVE VISTA CA 92083-5237	760-724-2728
BRENDA SCHMID	1470 N SANTA FE VISTA CA 92083	760-630-7648
TODD HORNER	528 GRAND AVENUE WALNUT CA 91789	909-598-6566
MATTHEW R DELPH	2100 HWY 46 WASCO CA 93280	661-758-8616
JUSTIN L GRASPOINTNER	12101 YOSEMITE BLVD WATERFORD CA 95386	209-874-0012
TILA BANUELOS	1459 MAIN ST WATSONVILLE CA 95076	831-761-8450
TILA BANUELOS	190 MAIN ST WATSONVILLE CA 95076	831-768-8540
MARTIN J GUERRERO	1598 FREEDOM BLVD WATSONVILLE CA 95076-3007	831-724-0919
DANIEL A TURNER	1925 SHASTINA DR WEED CA 96094-9712	530-938-2806
PETER E HORNER	2501 SOUTH AZUSA WEST COVINA CA 91791	626-961-4828



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TODD HORNER	2623 E VALLEY BLVD WEST COVINA CA 91792-3027	626-964-7991
MARGARITA T WORLEY	100 N AZUSA AVENUE WEST COVINA CA 91791-1341	626-331-0841
MARGARITA T WORLEY	3030 EAST GARVEY AVENUE SOUTH WEST COVINA CA 91791-2303	626-915-8077
IVAN YOUSSEF	461 S VINCENT AVE WEST COVINA CA 91790	626-962-7650
MICHAEL S TECK	6433 PLATT AVE WEST HILLS CA 91307	818-883-2301
JAY HAZARI	800 RIVERPOINT CIR WEST SACRAMENTO CA 95605	916-376-9000
CHARLES SPECHT	1700 W CAPITOL AVE WEST SACRAMENTO CA 95691-2520	916-371-0523
CHARLES SPECHT	2729 W CAPITOL AVE WEST SACRAMENTO CA 95691	916-622-5000
CHARLES SPECHT	2244 LAKE WASHINGTON BLVD WEST SACRAMENTO CA 95691	916-372-6600
ANDREW CHANG	3805 E THOUSAND OAKS BLVD WESTLAKE VILLAGE CA 91361	805-494-9636
COREY D JOHNSON	4561 HOWARD RD WESTLEY CA 95387	209-894-3444
NEAL RUBY	7112 WESTMINSTER AVENUE WESTMINSTER CA 92683-4233	714-894-4608
NATHAN CARTER	11529 E WASHINGTON BLVD WHITTIER CA 90606-3123	562-695-7689
NATHAN CARTER	11755 WHITTIER BLVD WHITTIER CA 90601	562-908-4905
NORMAN CARTER	15710 LEFFINGWELL RD WHITTIER CA 90604-3325	562-947-4887
NORMAN CARTER	8840 N PAINTER AVE WHITTIER CA 90602-3342	562-696-0838
NORMAN CARTER	15000 WHITTIER BLVD WHITTIER CA 90603	562-696-2338
ANNA MARIE MESTAS	23819 CLINTON KEITH RD WILDOMAR CA 92595	951-461-7345
STEPHEN D PEAT	1488 S MAIN ST WILLITS CA 95490-4301	707-459-2120
SCOTT I RODRICK	1401 WEST WOOD STREET WILLOWS CA 95988	530-934-5618
VIRGINIA F MANGIONE	230 E PACIFIC COAST HWY WILMINGTON CA 90744-2615	310-834-1960
DENISE S HAMM	125 WINDSOR RIVER RD WINDSOR CA 95492	707-837-0446
HARRIS LIU	55 WEST COURT STREET WOODLAND CA 95695	530-669-7012
MARY YIN LIU	1500 E MAIN ST WOODLAND CA 95695-6200	530-668-1011
STEVEN HO	23340 AVE SAN LUIS WOODLAND HILLS CA 91364	818-224-3996
NEAL RUBY	18515 YORBA LINDA BOULEVARD YORBA LINDA CA 92886-4135	714-777-1250
EDDIE PUI LUN YUEN	22322 OLD CANAL RD YORBA LINDA CA 92887	714-283-3040
DANIEL A TURNER	1806 FORT JONES RD YREKA CA 96097-9532	530-842-5179
JOHN G COOK	866 COLUSA AVENUE YUBA CITY CA 95991-3733	530-674-3001
JOHN G COOK	NEC 20 & HARTER RD (W/M 1903) YUBA CITY CA 95993	530-674-8248
JOHN G COOK	1080 HARTER ROAD YUBA CITY CA 95993	530-673-2665
ALEXA GAROFONO	1254 STABLER LN YUBA CITY CA 95911	530-751-0193
JESSICA EVANS	YUCAIPA BLVD & OAK GLN YUCAIPA CA 92399	909-790-5908
JEFFREY M MARTINEZ	57626 29 PALMS HWY YUCCA VALLEY CA 92284-3073	760-365-0711
GISELA T PHELAN	100 CRAFT DR ALAMOSA CO 81101-2272	719-589-2228
JAMES JOSEPH BOSELLI	9825 W 58TH AVE ARVADA CO 80002-2011	303-423-9161
JAMES JOSEPH BOSELLI	6590 N WADSWORTH ARVADA CO 80003	303-431-4733
JAMES JOSEPH BOSELLI	5235 N WADSWORTH ARVADA CO 80002	303-420-1966
JAMES JOSEPH BOSELLI	14825 WEST 64TH AVENUE ARVADA CO 80007	303-423-0912
SEAN P CONNELLY	8001 WADSWORTH BLVD ARVADA CO 80005	303-420-3034
ABRAHAM ASFAW	19893 E SMOKY HILL RD AURORA CO 80015	303-766-4678
ELIAS ASFAW	21659 E. QUINCY AVE. AURORA CO 80013	720-459-8650
JOSEPH JOHNSON	11025 E COLFAX AVE AURORA CO 80010-2502	303-364-5212
JOSEPH JOHNSON	16891 E ILIFF AURORA CO 80013-1136	303-751-4580
JOSEPH JOHNSON	1050 S CHAMBERS ROAD AURORA CO 80017-3027	303-696-7592
JOSEPH JOHNSON	16890 E QUINCY AURORA CO 80015	303-690-6868
JOSEPH JOHNSON	6462 PARKER BLVD AURORA CO 80016	303-617-3339
JOSEPH JOHNSON	25650 E ARAPAHOE ROAD AURORA CO 80016	303-766-0760
JASON LESSNAU	12900 E MISSISSIPPI AVE AURORA CO 80012	303-671-2578
JASON LESSNAU	2651 S PARKER RD AURORA CO 80014	303-750-7384
KATHLEEN M LINNEMAN	3151 N AIRPORT BLVD AURORA CO 80011	303-364-0706
KATHLEEN M LINNEMAN	1444 SOUTH HAVANA AURORA CO 80012	303-306-0255
SERENA RODGERS	18181 E HAMPDEN AVE AURORA CO 80013	303-680-4197
JUAN SAMOUR	14251 E COLFAX AVE AURORA CO 80011-5717	303-343-6169
JUAN SAMOUR	14201 E 6TH AVE AURORA CO 80011	720-639-2617
JUAN SAMOUR	4000 S PARKER RD AURORA CO 80014	720-870-3317
PAUL NELSON	171 YODER AVE AVON CO 81657	970-949-6177
JUAN SAMOUR	1191 1ST STREET BENNETT CO 80102	303-644-3336
JUAN SAMOUR	2920 BASELINE RD BOULDER CO 80303-2314	303-449-1916
JUAN SAMOUR	1800 28TH STREET BOULDER CO 80301	303-443-4700
BRIAN BOSELLI	895 KUNER RD BRIGHTON CO 80601-2857	303-659-6602
BRIAN BOSELLI	2017 PRAIRIE CENTER PARKWAY BRIGHTON CO 80601	720-685-7855
BRIAN BOSELLI	4833 E. BRIDGE STREET BRIGHTON CO 80601	303-659-8737
SARAH K HILL	595 HWY 287 BROOMFIELD CO 80020-1731	303-466-9764
SARAH K HILL	1250 E 1ST AVE BROOMFIELD CO 80020	303-635-8020
JUAN SAMOUR	625 INTERLOCKEN BLVD BROOMFIELD CO 80021-8243	303-460-7642
JOSEPH JOHNSON	1035 N COLORADO AVE BRUSH CO 80723	970-842-2717

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SCOTT G ANGELOS	440 LINCOLN AVENUE SOUTH BURLINGTON CO 80807	719-346-5190
DAVID M NAPIER	2305 FREMONT DR CANON CITY CO 81212	719-275-9257
JAMES JOSEPH BOSELLI	995 PARK ST CASTLE ROCK CO 80104-1527	303-688-5880
JAMES JOSEPH BOSELLI	4999 FACTORY SHOP BLVD CASTLE ROCK CO 80104	303-660-8803
DOUGLAS R KING	3219 I 70 BUSINESS LOOP CLIFTON CO 81520	970-434-9190
JASON THOMPSON	2705 JANITELL RD COLORADO SPRING CO 80906	719-538-0075
JAMES JOSEPH BOSELLI	765 WEST BAPTIST ROAD COLORADO SPRINGS CO 80921	719-481-8742
S TODD MCMILLAN	8120 VOYAGER PARKWAY COLORADO SPRINGS CO 80920	719-593-0511
S TODD MCMILLAN	434 GARDEN OF THE GODS RD COLORADO SPRINGS CO 80903	719-599-8774
S TODD MCMILLAN	7901 WOODMEN CENTER HEIGHTS COLORADO SPRINGS CO 80908	719-495-6164
PURVI NAIK	207 N WAHSATCH COLORADO SPRINGS CO 80903-3408	719-634-7589
PURVI NAIK	324 E FILLMORE ST COLORADO SPRINGS CO 80907-6368	719-375-8380
PURVI NAIK	5765 CONSTITUTION AVE COLORADO SPRINGS CO 80915	719-637-0393
PURVI NAIK	1245 INTERQUEST PKWY COLORADO SPRINGS CO 80921	719-424-7678
MARIA M REINERTH	535 AIRPORT CREEK POINT COLORADO SPRINGS CO 80916	719-574-3477
MARIA M REINERTH	5450 TUTT BOULEVARD COLORADO SPRINGS CO 80922	719-591-8541
JASON THOMPSON	1244 N ACADEMY BLVD COLORADO SPRINGS CO 80909-4422	719-596-1977
JASON THOMPSON	4801 NORTH ACADEMY BLVD COLORADO SPRINGS CO 80918	719-598-4982
JASON THOMPSON	390 S 8TH ST COLORADO SPRINGS CO 80906	719-635-5281
JASON THOMPSON	2515 S ACADEMY BLVD COLORADO SPRINGS CO 80910	719-392-8249
JASON THOMPSON	1824 S NEVADA COLORADO SPRINGS CO 80906-2517	719-633-1171
JASON THOMPSON	510 N MURRAY BLVD COLORADO SPRINGS CO 80915	719-573-1711
JASON THOMPSON	4310 BARNES RD COLORADO SPRINGS CO 80917	719-572-1782
JASON THOMPSON	3021 W COLORADO AVE COLORADO SPRINGS CO 80904	719-444-0132
JASON THOMPSON	3535 HARTSEL DR COLORADO SPRINGS CO 80920	719-266-9772
LAUREN M ADDY	10400 BELLE CREEK BLVD COMMERCE CITY CO 80640	303-289-3207
SERENA RODGERS	15251 E 104TH AVE COMMERCE CITY CO 80022	303-227-9939
MICHAEL S SANDOVAL	6050 PARKWAY DRIVE COMMERCE CITY CO 80022-3250	303-288-9418
MICHAEL BRETT BRONSON	1322 E MAIN ST CORTEZ CO 81321-2914	970-565-6004
PAUL NELSON	1080 W VICTORY WAY CRAIG CO 81625-2940	970-824-7638
JAMES NELSON	108 GUNNISON RIVER RD DELTA CO 81416-1856	970-874-5503
ELIAS ASFAW	1350 W COLFAX DENVER CO 80204	720-904-9550
GETA ASFAW	3350 COLORADO BLVD DENVER CO 80205-3810	303-394-1541
GETA ASFAW	300 S BROADWAY DENVER CO 80209	303-715-3612
GETA ASFAW	3790 QUEBEC ST DENVER CO 80238	303-321-3170
LAURA L BUCAR	5550 W DARTMOUTH AVE DENVER CO 80227-5504	303-986-0814
JESSICA M BUCAR-STANDRIDGE	3320 W 38TH AVE DENVER CO 80211-1910	303-458-0127
JESSICA M BUCAR-STANDRIDGE	5085 N FEDERAL BLVD DENVER CO 80221	303-477-0655
SARAH K HILL	4490 WASHINGTON ST DENVER CO 80216-3545	303-295-6961
SARAH K HILL	5750 N WASHINGTON ST DENVER CO 80216	303-297-2690
JOSEPH JOHNSON	5090 S QUEBEC DENVER CO 80237-2707	303-694-0255
JASON LESSNAU	7075 E HAMPDEN AVE DENVER CO 80224-3032	303-756-4833
JASON LESSNAU	5880 LEETSDALE DR DENVER CO 80224-1223	303-388-9073
JASON LESSNAU	1195 S COLORADO BLVD DENVER CO 80227	303-756-8430
JASON LESSNAU	6355 E EVANS DENVER CO 80224	303-756-0271
JASON LESSNAU	3996 E EVANS DENVER CO 80210	303-759-8313
KATHLEEN M LINNEMAN	1395 SANTA FE DENVER CO 80223-3233	303-744-6769
KATHLEEN M LINNEMAN	6201-6275 E COLFAX DENVER CO 80220	303-333-0982
TODD R LUTHER	1905 S FEDERAL BLVD DENVER CO 80219-5509	303-934-6836
TODD R LUTHER	505 E COLFAX AVE DENVER CO 80203-2017	303-832-4259
TODD R LUTHER	4020 W COLFAX DENVER CO 80204-1462	303-825-3558
TODD R LUTHER	200 16TH ST DENVER CO 80202-5101	303-534-6567
MARIA M REINERTH	2850 W ALAMEDA DENVER CO 80219	303-937-6880
TONI RODGERS	CONCOURSE C- 9100 PENA BLVD DENVER CO 80249	303-342-9052
TONI RODGERS	CONCOURSE A-8700 PENA BLVD DENVER CO 80249	303-342-9048
TONI RODGERS	CONCOURSE B-8900 PENA BLVD DENVER CO 80249	303-342-9050
JUAN SAMOUR	4475 PEORIA STREET DENVER CO 80239-4817	303-373-4146
JUAN SAMOUR	8500 CRESTLINE AVE DENVER CO 80123	303-972-1967
JUAN SAMOUR	4780 YAMPA STREET DENVER CO 80249-6839	303-373-5377
JUAN SAMOUR	6493 N. TOWER RD DENVER CO 80249	303-371-6410
MICHAEL BRETT BRONSON	201 W 6TH ST DURANGO CO 81301-5464	970-247-2446
TODD R LUTHER	55 S OAK B EATON CO 80615	970-454-5575
TODD R LUTHER	1701 SHERIDAN BLVD EDGEWATER CO 80214-1323	303-237-1070
JOSEPH JOHNSON	10555 E BRIARWOOD CIR ENGLEWOOD CO 80124	303-662-1318
KATHLEEN M LINNEMAN	630 WEST HAMPDEN AVENUE ENGLEWOOD CO 80110-2114	303-762-1187
KATHLEEN M LINNEMAN	3601 S FEDERAL ENGLEWOOD CO 80110-3212	303-781-4097
TODD R LUTHER	6686 S YOSEMITE CT ENGLEWOOD CO 80111	303-770-6650

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JUAN SAMOUR	1853 HIGHWAY 7 ERIE CO 80516	720-758-7915
TODD R LUTHER	501 BIG THOMPSON AVE ESTES PARK CO 80517	970-586-3434
JOSEPH JOHNSON	3201 23RD AVE EVANS CO 80620	970-506-0683
LAUREN M ADDY	9190 NORTH FEDERAL BLVD FEDERAL HEIGHTS CO 80221-5835	303-426-1535
LAUREN M ADDY	2750 W 104TH AVE FEDERAL HEIGHTS CO 80234	720-889-2291
LAUREN A KOENIG	5950 FIRESTONE BLVD FIRESTONE CO 80504	303-776-8087
JOSEPH JOHNSON	4525 S COLLEGE AVE FORT COLLINS CO 80525	970-225-1717
ROBERT G LUTHER	2401 S COLLEGE AVE FORT COLLINS CO 80525-1725	970-482-1612
ROBERT G LUTHER	1250 W ELIZABETH ST FORT COLLINS CO 80525-4509	970-221-4578
ROBERT G LUTHER	3512 TIMBERLINE RD FORT COLLINS CO 80524	970-206-0428
ROBERT G LUTHER	4424 DENROSE CT FORT COLLINS CO 80524	970-221-3299
TODD R LUTHER	1675 N COLLEGE AVE FORT COLLINS CO 80524	970-221-8550
JOSEPH JOHNSON	1203 MAIN STREET FORT MORGAN CO 80701	970-867-8833
KEVIN T NAPIER	105 PLAZA FOUNTAIN CO 80911	719-391-1315
KEVIN T NAPIER	6950 MESA RIDGE PKWY FOUNTAIN CO 80817	719-476-0514
LAUREN A KOENIG	3650 STATE HIGHWAY 52 FREDERICK CO 80516-9406	303-833-5366
DOUGLAS R KING	555 JURASSIC CT FRUITA CO 81521	970-858-3843
LAUREN A KOENIG	105 1ST STREET FT. LUPTON CO 80621	303-502-3060
PAUL NELSON	3112 GLEN AVE GLENWOOD SPRINGS CO 81601-4443	970-945-4969
JAMES JOSEPH BOSELLI	17500 S GOLDEN RD GOLDEN CO 80401-2694	303-277-0020
JAMES JOSEPH BOSELLI	902 SWEDE GULCH RD GOLDEN CO 80401	303-526-5810
MICHAEL S SANDOVAL	2881 YOUNGFIELD STREET GOLDEN CO 80401-2267	303-238-8671
PAUL NELSON	1131 THOMPSON ROAD GRANBY CO 80446	970-887-3501
DOUGLAS R KING	1212 NORTH AVE GRAND JUNCTION CO 81501-3143	970-242-1105
SHANE KING	2438 C HWY 6 AND 50 GRAND JUNCTION CO 81505	970-245-3900
JOSEPH JOHNSON	2440 8TH AVE GREELEY CO 80631-7035	970-352-6786
JOSEPH JOHNSON	2520 47TH AVE GREELEY CO 80631-9481	970-330-7320
JOSEPH JOHNSON	6901 W 10TH STREET GREELEY CO 80634	970-301-4736
TODD R LUTHER	2912 W 10TH ST GREELEY CO 80634-5427	970-356-2513
PAUL NELSON	800 E TOMICHI GUNNISON CO 81230-2065	970-641-5050
JOSEPH JOHNSON	8667 S QUEBEC ST HIGHLANDS RANCH CO 80126	303-470-9299
KATHLEEN M LINNEMAN	9235 S BROADWAY HIGHLANDS RANCH CO 80126	303-683-7655
JAMES JOSEPH BOSELLI	2911 COLORADO BLVD IDAHO SPRINGS CO 80452	303-567-1410
JOSEPH JOHNSON	150 S PARISH AVE JOHNSTOWN CO 80534	970-587-8995
KEVIN T NAPIER	27680 HWY 50 FRONTAGE ROAD LA JUNTA CO 81050-9717	719-384-8979
JUAN SAMOUR	399 N HWY 287 LAFAYETTE CO 80026	303-926-8811
LAURA L BUCAR	1888 S WADSWORTH BLVD LAKEWOOD CO 80226	303-763-7500
JESSICA M BUCAR-STANDRIDGE	12017 W ALAMEDA PARKWAY LAKEWOOD CO 80228	303-989-0055
MICHAEL S SANDOVAL	6801 WEST ALAMEDA LAKEWOOD CO 80226-3301	303-237-9690
MICHAEL S SANDOVAL	10000 W COLFAX AVE LAKEWOOD CO 80215	303-238-0665
SCOTT G ANGELOS	1011 N MAIN ST LAMAR CO 81052-2109	719-336-5763
JASON THOMPSON	HWY 24 & I 70 LIMON CO 80828-9501	719-775-2782
KATHLEEN M LINNEMAN	5858 S SANTA FE LITTLETON CO 80120	303-795-5649
KATHLEEN M LINNEMAN	6300 S BROADWAY LITTLETON CO 80120	303-794-6714
KATHLEEN M LINNEMAN	8011 S BROADWAY LITTLETON CO 80122-2716	303-797-0767
KATHLEEN M LINNEMAN	2700 W BELLEVIEW LITTLETON CO 80120	720-283-3039
TODD R LUTHER	8241 S HOLLY LITTLETON CO 80122-4003	303-740-8565
JUAN SAMOUR	8286 S WADSWORTH BLVD LITTLETON CO 80123	720-981-5550
MICHAEL S SANDOVAL	10177 W PROGRESS LITTLETON CO 80127	303-973-4440
MICHAEL S SANDOVAL	7509 S ALKIRE ST LITTLETON CO 80127	303-904-9552
JOSEPH JOHNSON	9800 S YOSEMITE LONE TREE CO 80124	303-925-0690
SEAN P CONNELLY	1900 N MAIN ST LONGMONT CO 80501-1914	303-772-3017
SEAN P CONNELLY	245 S MAIN LONGMONT CO 80501-6423	303-776-9383
SEAN P CONNELLY	1051 S HOVER RD LONGMONT CO 80501	303-682-1948
LAUREN A KOENIG	10863 I25 FRONTAGE RD LONGMONT CO 80504	303-651-9608
SARAH K HILL	939 DILLON RD LOUISVILLE CO 80027	303-666-9033
JOSEPH JOHNSON	1620 FOX TRAIL DR LOVELAND CO 80538	970-663-5065
LAUREN A KOENIG	209 EAST 29TH LOVELAND CO 80538-2721	970-669-8250
SHARON S KOENIG	1809 WEST EISENHOWER ROAD LOVELAND CO 80537-3132	970-669-4211
JENNIFER LONG-WALKER	1035 MAIN ST MONTROSE CO 81401-4041	970-249-3339
JENNIFER LONG-WALKER	1451 ODELLE RD MONTROSE CO 81401	970-240-2722
JAMES JOSEPH BOSELLI	450 HWY 105 MONUMENT CO 80132-9125	719-488-0044
PAUL NELSON	811 CASTLE VALLEY BLVD NEW CASTLE CO 81647	970-984-3332
LAUREN M ADDY	599 WEST 104TH AVE NORTHGLENN CO 80234-4002	303-452-8894
MICHAEL BRETT BRONSON	40 TALISMAN DR PAGOSA SPRINGS CO 81147	970-731-1016
JOSEPH JOHNSON	9160 CROWN CREST BLVD PARKER CO 80138	720-851-6040
MARIA M REINERTH	10011A S JORDAN RD PARKER CO 80134	720-851-7615

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JUAN SAMOUR	10950 S PARKER RD PARKER CO 80134-7440	303-841-8214
JASON THOMPSON	7255 N MERIDIAN ROAD PEYTON CO 80831	719-494-8498
DAVID M NAPIER	800 W 6TH ST PUEBLO CO 81002	719-545-2388
DAVID M NAPIER	612 W NORTHERN AVE PUEBLO CO 81008	719-544-3424
DAVID M NAPIER	1921 S PUEBLO BLVD PUEBLO CO 81004	719-564-0470
KEVIN T NAPIER	711 HWY 50 W PUEBLO CO 81008-1603	719-542-7601
KEVIN T NAPIER	1007 BONFORTE BLVD PUEBLO CO 81001	719-543-2767
KEVIN T NAPIER	1650 SANTA FE DR PUEBLO CO 81006	719-544-8968
KEVIN T NAPIER	1012 N MARKET PLZ PUEBLO WEST CO 81007	719-547-9458
PAUL NELSON	709 TAUGHENBAUGH BLVD RIFLE CO 81650-2704	970-625-3236
PAUL NELSON	840 E RAINBOW BLVD SALIDA CO 81201-2908	719-539-2288
PAUL NELSON	220 SUMMIT PL SILVERTHORNE CO 80498	970-468-5646
PAUL NELSON	1150 S LINCOLN AVE STEAMBOAT SPRINGS CO 80477	970-879-0247
JOSEPH JOHNSON	214 W MAIN ST STERLING CO 80751-3143	970-522-1407
LAUREN M ADDY	8700 N WASHINGTON THORNTON CO 80229-4712	303-289-4886
LAUREN M ADDY	3994 E 120TH THORNTON CO 80233	303-450-0428
LAUREN M ADDY	10195 N WASHINGTON THORNTON CO 80229-2001	303-452-5119
LAUREN M ADDY	3690 E 104TH AVE THORNTON CO 80229	303-453-0708
LAUREN M ADDY	611 E 120TH AVE THORNTON CO 80241	720-872-0121
LAUREN M ADDY	12875 QUEBEC ST THORNTON CO 80602	720-872-2395
LAUREN M ADDY	780 W 84TH AVE THORNTON CO 80260	303-412-0544
GISELA T PHELAN	322 NEVADA AVE TRINIDAD CO 81082-2556	719-846-3322
PAUL NELSON	2171 N FRONTAGE RD WEST VAIL CO 81657-4957	970-476-1966
TODD R LUTHER	8120 6TH STREET WELLINGTON CO 80549	970-568-7933
LAUREN M ADDY	9995 WADSWORTH WESTMINSTER CO 80020	303-420-8484
LAUREN M ADDY	7400 FEDERAL BLVD WESTMINSTER CO 80030-4905	303-429-9226
JAMES JOSEPH BOSELLI	5770 W 88TH AVE WESTMINSTER CO 80030-3030	303-428-5330
JAMES JOSEPH BOSELLI	5155 W 72ND WESTMINSTER CO 80030-5137	303-428-7491
SARAH K HILL	2171 W 128TH AVE WESTMINSTER CO 80234	303-450-7500
MICHAEL S SANDOVAL	3902 WADSWORTH BLVD WHEAT RIDGE CO 80033	303-421-5250
ROBERT G LUTHER	1061 MAIN STREET WINDSOR CO 80550	970-686-2975
PAUL NELSON	78850 US HIGHWAY 40 WINTER PARK CO 80482	970-726-0566
JASON THOMPSON	524 HWY 24 E WOODLAND PARK CO 80866	719-687-0777
JOHN N HASKOS	185 NEW BRITAIN RD BERLIN CT 06037	860-224-0501
GEORGE R MICHELL	273 COTTAGE GROVE RD BLOOMFIELD CT 06002	860-256-4091
SARA AMATO	RT- 95 EAST BRANFORD CT 06405	203-481-8661
CHRISTIAN C TREFZ	424 W MAIN ST BRANFORD CT 06405	203-488-0584
CHRISTIAN C TREFZ	4219 MAIN ST BRIDGEPORT CT 06606	203-290-4566
CHRISTIAN C TREFZ	1900 FAIRFIELD AVE BRIDGEPORT CT 06605	203-330-9440
CHRISTIAN C TREFZ	250 N AVE BRIDGEPORT CT 06606	203-334-7338
CHRISTIAN C TREFZ	1700 PARK AVE BRIDGEPORT CT 06604-2520	203-333-9775
JOSEPH A RODRIGUEZ	646 FARMINGTON AVENUE BRISTOL CT 06011	860-589-7313
JOSEPH A RODRIGUEZ	150 N MAIN ST BRISTOL CT 06010	860-584-8013
PAUL D TREFZ	FEDERAL RD & BEVERLY DR BROOKFIELD CT 06804	203-775-8531
JOHN N HASKOS	850 S MAIN ST CHESHIRE CT 06410	203-272-9002
SCOTT FACEY	108 W MAIN ST CLINTON CT 06413	860-669-1005
SARA AMATO	375 S MAIN ST COLCHESTER CT 06415	860-537-3555
JOHN N HASKOS	30 SHUNPIKE RD CROMWELL CT 06416	860-635-5572
JOHN N HASKOS	125 BERLIN RD CROMWELL CT 06416	860-632-7260
PAUL D TREFZ	NEWTOWN RD AND RT 6 DANBURY CT 06810	203-790-1130
PAUL D TREFZ	3 PADANARUM ROAD DANBURY CT 06811	203-798-2668
PAUL D TREFZ	2 LAKE AVE DANBURY CT 06810	203-778-0102
JOSEPH A RODRIGUEZ	554 PROVIDENCE RD RTE 6 DANIELSON CT 06239	860-774-9799
GEORGE R MICHELL	RT-95 EAST(NORTH) PASS EXIT 12 DARIEN CT 06820	203-309-3777
GEORGE R MICHELL	RT- 95 (SOUTH) BTW EXIT 10 &9 DARIEN CT 06820	203-656-1769
JOSEPH A RODRIGUEZ	44 DIVISION ST DERBY CT 06418	203-734-9734
JOSEPH A RODRIGUEZ	652 NEW HAVEN AVE DERBY CT 06418	203-734-3437
NICHOLAS HASKOS	15 E HIGH ST EAST HAMPTON CT 06424	860-267-9511
TIMOTHY J WALSH	1261 BURNSIDE AVE EAST HARTFORD CT 06108	860-528-7380
ROGER D FACEY	687 MAIN ST EAST HAVEN CT 06512	203-466-1289
JOSEPH D LA BIANCA	19 CHESTERFIELD RD EAST LYME CT 06333-1252	860-691-2063
TIMOTHY J WALSH	135 WEST ROAD ELLINGTON CT 06029	860-871-0200
JORGE B GOMEZ	97 ELM ST ENFIELD CT 06082	860-253-0084
JORGE B GOMEZ	28 HAZARD AVE ENFIELD CT 06082	860-745-1484
JORGE B GOMEZ	585 HAZARD AVE ENFIELD CT 06082	860-763-4122
JORGE B GOMEZ	34 ENFIELD ST ENFIELD CT 06082	860-745-4314
ROGER D FACEY	267 ROUND HILL RD FAIRFIELD CT 06430	203-259-9815

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROGER D FACEY	1835 BLACK ROCK TPKE FAIRFIELD CT 06825	203-366-1900
GEORGE R MICHELL	165 ROUND HILL RD FAIRFIELD CT 06824	203-259-0595
CHRISTIAN C TREFZ	536 POST RD FAIRFIELD CT 06430	203-259-7973
ROGER D FACEY	FARMINGTON AVE. FARMINGTON CT 06085	860-404-0881
ROGER D FACEY	1678 CONNECTICUT 12 GALES FERRY CT 06335	860-464-7712
SCOTT TAYLOR	2915 MAIN ST GLASTONBURY CT 06033	860-633-1731
CHRISTIAN C TREFZ	268 W PUTMAN AVE GREENWICH CT 06830	203-302-3292
JOSEPH D LA BIANCA	561 LONGHILL RD GROTON CT 06340	860-445-7830
ROGER D FACEY	617 BOSTON POST RD GUILFORD CT 06437	203-453-2845
ROGER D FACEY	2320 DIXWELL AVE HAMDEN CT 06514	203-230-8116
ROGER D FACEY	1260 DIXWELL AVE HAMDEN CT 06514	203-230-8065
ROGER D FACEY	1303 ALBANY AVE HARTFORD CT 06112	860-247-3612
ROGER D FACEY	98 WESTON ST HARTFORD CT 06120	860-724-0200
ANEKA YOUNG	76 BRAINARD RD HARTFORD CT 06114	860-247-7300
ANEKA YOUNG	170-176 WASHINGTON ST HARTFORD CT 06106	860-560-2292
ANEKA YOUNG	507 FLATBUSH AVE HARTFORD CT 06106	860-953-1305
JUDY G YOUNG	214 PROSPECT AVE HARTFORD CT 06106	860-523-5303
JOSEPH A RODRIGUEZ	1141 KILLINGLY CMNS KILLINGLY CT 06241	860-774-9755
RACHEL DEANE	97 RIVER RD LISBON CT 06351	860-376-9368
SCOTT FACEY	RT-95 WEST SOUTH MADISON CT 06443	203-245-9784
SCOTT TAYLOR	184-188 SPENCER ST MANCHESTER CT 06040	860-812-1977
THOMAS WALSH	70 W CENTER RD MANCHESTER CT 06040	860-643-6682
TIMOTHY J WALSH	1221 TOLLAND TPKE MANCHESTER CT 06040	860-643-9735
TIMOTHY J WALSH	144 DEMING ST MANCHESTER CT 06040	860-648-0769
RACHEL DEANE	118 STORRS RD MANSFIELD CENTER CT 06250	860-450-4233
DINO KARATZAS	783 E MAIN ST MERIDEN CT 06450	203-237-3919
JOSEPH A RODRIGUEZ	533 SOUTH BROAD ST MERIDEN CT 06450	203-639-1011
THEODORE S ZAFIRIS	412 W MAIN ST MERIDEN CT 06450	203-238-4212
ROGER D FACEY	914 WASHINGTON MIDDLETOWN CT 06457	860-344-0666
ROGER D FACEY	611 S MAIN MIDDLETOWN CT 06457	860-346-8751
SARA AMATO	RT-95 EAST (NORTH) BTW EXIT 40&41 MILFORD CT 06460	203-783-1866
CHRISTIAN C TREFZ	MILFORD WESTBD RT 95 MILFORD CT 06460	203-693-3336
PAUL D TREFZ	439 BRIDGEPORT AVENUE MILFORD CT 06460-4105	203-874-9606
PAUL D TREFZ	1376 BOSTON POST RD MILFORD CT 06460	203-874-9604
PAUL D TREFZ	390 MONROE TPKE MONROE CT 06468	203-459-1927
ROGER D FACEY	538 NORWICH NEW LONDON TPKE MONTVILLE CT 06382	860-848-8360
ROGER D FACEY	1951 NORWICH NEW LONDON TURNPIKE MONTVILLE CT 06382	860-848-1700
JOSEPH D LA BIANCA	2 COOGAN BLVD MYSTIC CT 06355	860-536-9123
CHRISTIAN C TREFZ	718 RUBBER AVE NAUGATUCK CT 06770	203-729-0807
CHRISTIAN C TREFZ	571 NEW HAVEN RD NAUGATUCK CT 06770	203-729-2434
JOSEPH A RODRIGUEZ	698 W MAIN STREET NEW BRITAIN CT 06051	860-225-5487
KEITH SANTACROCE	40 MARTIN LUTHER KING JR DR NEW BRITAIN CT 06051	860-229-0178
JUDY G YOUNG	635 HARTFORD ROAD NEW BRITAIN CT 06053-1526	860-521-9106
ROGER D FACEY	280 KIMBERLY AVE NEW HAVEN CT 06519	203-776-1126
ROGER D FACEY	225 FOXON BLVD NEW HAVEN CT 06513	203-468-8526
ROGER D FACEY	250 WHALLEY AVE NEW HAVEN CT 06501	203-865-8719
ROGER D FACEY	308 FERRY ST NEW HAVEN CT 06510	203-776-1464
JOSEPH A RODRIGUEZ	1094 WHALLEY AVE NEW HAVEN CT 06515	203-389-6456
JOSEPH D LA BIANCA	406 COLMAN ST NEW LONDON CT 06320	860-443-9377
PAUL D TREFZ	48 DANBURY RD NEW MILFORD CT 06776	860-354-2356
GEORGE R MICHELL	2375 BERLIN TPKE NEWINGTON CT 06111	860-667-4600
CHRISTIAN C TREFZ	280 BRANFORD ROAD NORTH BRANFORD CT 06471	203-481-6237
JOSEPH A RODRIGUEZ	18 MAIN ST NORTH CANAAN CT 06018	860-824-5281
ROGER D FACEY	365 UNIVERSAL DR NORTH HAVEN CT 06473	203-234-1269
THEODORE S ZAFIRIS	129 WASHINGTON AVE NORTH HAVEN CT 06473	203-239-9086
CHRISTIAN C TREFZ	340 MAIN AVE NORWALK CT 06851	203-846-8309
CHRISTIAN C TREFZ	726 CONNECTICUT AVE NORWALK CT 06854	203-354-7060
CHRISTIAN C TREFZ	531 WESTPORT AVE NORWALK CT 06851	203-849-0242
CHRISTIAN C TREFZ	26 BELDEN AVENUE NORWALK CT 06850	203-845-8766
RACHEL DEANE	78 TOWN ST NORWICH CT 06360	860-889-2741
RACHEL DEANE	109 SALEM TPKE NORWICH CT 06360-6476	860-889-9234
ROGER D FACEY	1061 BOSTON POST RD OLD SAYBROOK CT 06475	860-388-6895
ROGER D FACEY	57 BOSTON POST ROAD ORANGE CT 06477-3237	203-799-8214
PAUL FARREN	465 LIBERTY STREET PAWCATUCK CT 06379	860-599-9903
JOSEPH A RODRIGUEZ	796 NORWICH ROAD PLAINFIELD CT 06374	860-564-7567
JOSEPH A RODRIGUEZ	7 MAPLE ST PLAINVILLE CT 06062	860-747-0887
JOSEPH A RODRIGUEZ	260 NEW BRITIAN AVE PLAINVILLE CT 06062	860-410-0703

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DINO KARATZAS	894 MERIDEN WATERBURY PLANTSVILLE CT 06479	860-621-2739
JOSEPH A RODRIGUEZ	6 PROVIDENCE TURNPIKE RTE 44 PUTNAM CT 06260	860-928-5008
CHRISTIAN C TREFZ	1207 EAST PUTNAM AVENUE RIVERSIDE CT 06878-1410	203-637-8598
TIMOTHY J WALSH	74 RESERVOIR ROAD ROCKVILLE CT 06066	860-871-6118
SCOTT TAYLOR	1994 SILAS DEANE HWY ROCKY HILL CT 06067	860-563-1293
CHRISTIAN C TREFZ	RT 67 & 255 BANK ST SEYMOUR CT 06483	203-881-3647
ANEKA YOUNG	769 JOHN FITCH BLVD SOUTH WINDSOR CT 06074	860-282-0150
CHRISTIAN C TREFZ	100 MAIN ST NORTH SOUTHBURY CT 06488	203-262-9820
DINO KARATZAS	675 QUEEN ST SOUTHINGTON CT 06489	860-621-5791
JORGE B GOMEZ	89 W STAFFORD RD STAFFORD SPRINGS CT 06076	860-684-9697
CHRISTIAN C TREFZ	25 BEDFORD STREET STAMFORD CT 06901-1908	203-357-8044
CHRISTIAN C TREFZ	1103 E MAIN ST STAMFORD CT 06901	203-359-9238
ROGER D FACEY	2439 BARNUM AVE STRATFORD CT 06614	203-378-8789
ROGER D FACEY	411 BARNUM AVE STRATFORD CT 06615	203-378-0351
CHRISTIAN C TREFZ	321 MAIN ST TERRYVILLE CT 06786	860-584-1044
JOSEPH A RODRIGUEZ	1858 E MAIN ST TORRINGTON CT 06790	860-626-8008
SCOTT TAYLOR	693 N MAIN ST TORRINGTON CT 06790	860-482-2464
CHRISTIAN C TREFZ	80 HAWLEY LANE TRUMBULL CT 06611	203-375-9154
TIMOTHY J WALSH	89 TALCOTVILLE RD VERNON CT 06066	860-870-7980
THEODORE S ZAFIRIS	608 N COLONY WALLINGFORD CT 06492	203-269-2619
CHRISTIAN J TREFZ	45 THOMASTON AVE WATERBURY CT 06702	203-757-3524
CHRISTIAN C TREFZ	530 REIDVILLE DR WATERBURY CT 06705	203-757-3531
CHRISTIAN C TREFZ	184 CHASE AVE WATERBURY CT 06704	203-573-0880
CHRISTIAN C TREFZ	881 WOLCOTT ST WATERBURY CT 06705	203-805-4450
THEODORE S ZAFIRIS	325 UNION ST WATERBURY CT 06706	203-757-4955
JOSEPH D LA BIANCA	117 BOSTON POST RD WATERFORD CT 06385	860-444-2780
JOSEPH D LA BIANCA	155 WATERFORD PARKWAY N (WM #2331) WATERFORD CT 06385-1208	860-442-0203
CHRISTIAN C TREFZ	564 STRAITS TPKE WATERTOWN CT 06795	860-274-0537
ROGER D FACEY	2534 ALBANY AVENUE WEST HARTFORD CT 06107	860-236-8580
SCOTT FACEY	513 SAWMILL ROAD WEST HAVEN CT 06516	203-891-6244
JOSEPH A RODRIGUEZ	1129 CAMPBELL AVE WEST HAVEN CT 06516	203-934-9206
JOSEPH A RODRIGUEZ	22 ALBANY TPKE WEST SIMSBURY CT 06092	860-651-9589
CHRISTIAN C TREFZ	701 POST ROAD EAST WESTPORT CT 06880	203-454-1900
ANEKA YOUNG	1464 W MAIN WILLIMANTIC CT 06226	860-450-3772
ROGER D FACEY	350 BLOOMFIELD AVE WINDSOR CT 06095	860-285-8679
JORGE B GOMEZ	195 TURNPIKE RD WINDSOR LOCKS CT 06096	860-623-4373
GEORGE R MICHELL	NEW MAIN TERMINAL WINDSOR LOCKS CT 06096	860-292-1580
SCOTT TAYLOR	15 S MAIN ST RTE 44 WINSTED CT 06098	860-379-6904
RAOUL GREGORY ALVAREZ	SHERMAN AND CHAPEL HILL ROAD, GUANTANAMO BAY, CUBA	703-273-9866
RAOUL GREGORY ALVAREZ	4950 S DAKOTA NE WASHINGTON DC 20017	202-529-5126
RAOUL GREGORY ALVAREZ	2529 GOOD HOPE RD SE WASHINGTON DC 20020	202-582-5220
RAOUL GREGORY ALVAREZ	7425 GEORGIA AVE NW WASHINGTON DC 20011	202-726-1218
RAOUL GREGORY ALVAREZ	750 17TH ST NW WASHINGTON DC 20006	202-506-1110
RAOUL GREGORY ALVAREZ	3901 MINNESOTA AVENUE NE WASHINGTON DC 20019	202-388-2191
RAOUL GREGORY ALVAREZ	1901 9TH ST NE WASHINGTON DC 20018	202-629-2726
RAOUL GREGORY ALVAREZ	1235 NEW YORK AVE NW WASHINGTON DC 20005	202-506-3905
KENNETH FOSTER, III	5948 GEORGIA AVE NW WASHINGTON DC 20011	202-506-3041
KENNETH FOSTER, III	1619 17TH ST NW WASHINGTON DC 20009	202-939-2780
KENNETH FOSTER, III	1916 M ST NW WASHINGTON DC 20036	202-296-1643
MARK W FURR	2228 NEW YORK AVE NE WASHINGTON DC 20002	202-526-2835
MARK W FURR	424 RHODE ISLAND AVE NE WASHINGTON DC 20002	202-526-3138
MARK W FURR	555 13TH ST NW WASHINGTON DC 20004	202-638-5933
LUIS E GAVIGNANO	75 NEW YORK AVE NE WASHINGTON DC 20002	202-381-0900
LUIS E GAVIGNANO	2481-83 18TH ST NW WASHINGTON DC 20009	202-332-1805
LUIS E GAVIGNANO	14TH & U ST NW WASHINGTON DC 20009	202-733-1950
LUIS E GAVIGNANO	4130 WISCONSIN AVE NW WASHINGTON DC 20016	202-363-3955
LUIS C MATEOS	4301 NH BURRGRHS AVE NE WASHINGTON DC 20019	202-399-1396
LUIS C MATEOS	400 C ST SW WASHINGTON DC 20024	202-484-0803
JOSEPH E MONTOYA, JR.	2616 CONECTICUT AVE NW WASHINGTON DC 20008	202-462-8773
BHUPENDRA SHAH	1539 PENNSYLVANIA SE WASHINGTON DC 20003	202-849-4440
BHUPENDRA SHAH	1635 BENNING RD WASHINGTON DC 20002	202-507-8029
CRAIG T WELBURN, SR	2328 GEORGIA AVE NW WASHINGTON DC 20001	202-387-2111
CRAIG T WELBURN, SR	UNION STA/50 MASS AVE WASHINGTON DC 20002	202-408-5014
MICHAEL DUKART	1401 GOVERNERS PL BEAR DE 19701	302-836-1308
CRAIG T WELBURN, SR	USHY 1 & ADDY RD BETHANY BEACH DE 19930	302-537-1226
MICHAEL A MEOLI	18733 SUSSEX HWY BRIDGEVILLE DE 19933	302-337-7882
MICHAEL A MEOLI	60 EAST STREET CAMDEN DE 19934	302-603-3281

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KENNETH YOUNGBLOOD	2702 PHILADELPHIA PIKE CLAYMONT DE 19703-2512	302-798-0198
ASHLEY WELBURN	38667 SUSSEX HIGHWAY DELMAR DE 19940	302-846-0105
MICHAEL A MEOLI	915 SOUTH DUPONT HIGHWAY DOVER DE 19901-4419	302-674-8080
MICHAEL A MEOLI	879 N DUPONT HIGHWAY DOVER DE 19901-2000	302-674-8573
MICHAEL A MEOLI	1704 EAST LEBANON RD DOVER DE 19901-5845	302-735-4537
MICHAEL A MEOLI	1424 FORREST AVE DOVER DE 19901-3315	302-674-2095
MICHAEL A MEOLI	1788N DUPONT HIGHWAY DOVER DE 19901	302-734-0950
MICHAEL A MEOLI	20817 DUPONT BLVD GEORGETOWN DE 19947	302-856-6101
JOEL DUKART	2351 S COLLEGE AVE GLASGOW DE 19702	302-733-0818
MICHAEL A MEOLI	16758 S DUPONT HWY HARRINGTON DE 19952	302-398-0222
MICHAEL DUKART	580 MIDDLETOWN-WARWICK ROAD MIDDLETOWN DE 19709	302-378-3936
MICHAEL A MEOLI	653 NORTH DUPONT HIGHWAY MILFORD DE 19963-1001	302-725-5217
MICHAEL A MEOLI	24943 JOHN J WILLIAMS HWY MILLSBORO DE 19966	302-947-2602
MICHAEL A MEOLI	30255 COMMERCE DR MILLSBORO DE 19966	302-934-7846
STEPHANIE A RAWDEN	700 N DUPONT HIGHWAY NEW CASTLE DE 19720	302-328-8804
STEPHANIE A RAWDEN	101 SOUTH DUPONT HIGHWAY NEW CASTLE DE 19720	302-322-3798
MANISH SHAH	3010 NEW CASTLE AVE NEW CASTLE DE 19720	302-656-9717
JOEL DUKART	374 EAST MAIN STREET NEWARK DE 19711-7149	302-737-0502
JOEL DUKART	815 SOUTH COLLEGE AVENUE NEWARK DE 19713-4001	302-738-7857
CHRISTIAN H RAWDEN	4160 OGLETOWN STANTON ROAD NEWARK DE 19713	302-737-4424
MICHAEL A MEOLI	18878 COASTAL HWY REHOBOTH BEACH DE 19971	302-645-4885
MICHAEL A MEOLI	300 N DUAL HWY SEAFORD DE 19973	302-629-3666
MICHAEL A MEOLI	38215 DUPONT BLVD SELBYVILLE DE 19975	302-436-6036
MICHAEL A MEOLI	36218 LIGHTHOUSE RD SELBYVILLE DE 19975	302-988-1944
STEPHANIE A RAWDEN	333 N DUPONT HWY SMYRNA DE 19977	302-653-6330
CHRISTIAN H RAWDEN	1790 W NEWPORT STANTON DE 19804	302-994-0162
MICHAEL DUKART	2507 CONCORD PIKE WILMINGTON DE 19803-5002	302-478-5685
CHRISTIAN H RAWDEN	4625 KIRKWOOD HIGHWAY WILMINGTON DE 19808-5005	302-999-8170
CHRISTIAN H RAWDEN	3318 KIRKWOOD HWY WILMINGTON DE 19808-6132	302-999-1442
KENNETH YOUNGBLOOD	101 NEW RD WILMINGTON DE 19805-4117	302-656-2010
KENNETH YOUNGBLOOD	4111 NORTH MARKET STREET WILMINGTON DE 19802-2221	302-762-2747
KENNETH YOUNGBLOOD	700 WEST 4TH STREET WILMINGTON DE 19801-2004	302-655-8077
JUAN C PRADO	16018 NW US HWY 441 ALACHUA FL 32615	386-462-1187
ANTHONY LOPEZ	233 E MAIN ST APOPKA FL 32703	407-886-0822
ANTHONY LOPEZ	3141 E 436 SR APOPKA FL 32703	407-869-8076
ANTHONY LOPEZ	1681 ROCK SPRINGS RD APOPKA FL 32712	407-880-4434
AMANDA NISBET	1203 OAK ST ARCADIA FL 34266	863-494-1312
SHAUN GUSKE	435 ATLANTIC BLVD ATLANTIC BEACH FL 32233	904-246-9577
ROBERT J BATEMAN	1470 N BROADWAY BARTOW FL 33830	863-533-4003
STEVEN A NISBET, JR.	833 S MAIN ST BELLE GLADE FL 33430	561-996-7122
JUAN C PRADO	5515 SE ABSHIER BLVD BELLEVIEW FL 34420	352-203-4109
DAVID MICHAEL COSTA, JR.	20495 W CENTRAL AVE BLOUNTSTOWN FL 32424-2147	850-674-2977
BRENT UPCHURCH	2140 N FEDERAL HWY BOCA RATON FL 33431	561-392-7776
BRENT UPCHURCH	1776 N MILITARY TRAIL BOCA RATON FL 33486	561-391-5185
RENE D VELIZ	20594 STATE RD 7 BOCA RATON FL 33498	561-482-6110
RENE D VELIZ	23073 SANDALFOOT PLAZA DR BOCA RATON FL 33428	561-483-9676
RENE D VELIZ	7030 PALMETTO PARK RD BOCA RATON FL 33433	561-392-6768
CARLTON R WADE	2911 CLINTMOORE RD BOCA RATON FL 33496	561-994-3602
CARLTON R WADE	710 YAMATO ROAD BOCA RATON FL 33431	561-549-0174
DAVID M COSTA, SR	2010 S WAUKESHA ST BONIFAY FL 32425	850-547-3334
MICHAEL LEE ADAMS	28215 TAMiami TRL BONITA SPRINGS FL 34134	239-947-3300
MICHAEL LEE ADAMS	27996 OAKLAND DR BONITA SPRINGS FL 34135	239-498-8838
MICHELE K HEISNER	1701 S. CONGRESS AVE BOYNTON BEACH FL 33426	561-814-9604
BRENT UPCHURCH	1810 S FEDERAL HWY BOYNTON BEACH FL 33435	561-737-4848
BRENT UPCHURCH	1799 N CONGRESS BLVD BOYNTON BEACH FL 33435	561-369-1550
CARLTON R WADE	9858 MILITARY TRL BOYNTON BEACH FL 33436	561-738-0961
CARLTON R WADE	9915 JOG RD BOYNTON BEACH FL 33437	561-732-7999
ANDREW T FENTON	6708 MANATEE AVE W BRADENTON FL 34209	941-794-6227
ANDREW T FENTON	7300 CORTEZ RD BRADENTON FL 34210	941-254-7108
MICHAEL G POTAPOW, JR.	102 SW US HWY 27 BRANFORD FL 32008	386-935-0655
JENNIE ILLAS RINCON	845 S BROAD ST BROOKSVILLE FL 34601	352-796-3124
JENNIE ILLAS RINCON	13100 CORTEZ BLVD BROOKSVILLE FL 34613	352-596-7042
JUAN C PRADO	31038 CORTEZ BLVD BROOKSVILLE FL 34602-7519	352-754-1035
RACHEL PRADO MILLAN	2195 W C-48 BUSHNELL FL 33513	352-568-0005
ADAM N FEY	542361 US HIGHWAY 1 CALLAHAN FL 32011	904-879-2080
SATURNINO RODRIGUEZ	8780 ASTRONAUT BLVD CAPE CANAVERAL FL 32920	321-784-9944
MICHAEL LEE ADAMS	1715 DEL PRADO BLVD CAPE CORAL FL 33904	239-574-7574

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL LEE ADAMS	8 NE PINE ISLAND RD CAPE CORAL FL 33909	239-772-5888
MICHAEL LEE ADAMS	2404 SANTA BARBARA BLVD CAPE CORAL FL 33914	239-573-0800
MICHAEL LEE ADAMS	2541 DEL PRADO N CAPE CORAL FL 33909	239-242-8498
TIMOTHY J FENTON	1222 CAPE CORAL PKY CAPE CORAL FL 33904	239-549-2556
TIMOTHY J FENTON	1604 W CAPE CORAL PKY CAPE CORAL FL 33914	239-945-7377
TIMOTHY J FENTON	3061 NE PINE ISLAND RD CAPE CORAL FL 33909	239-997-4797
CHRISTINA M MEISENHELTER	2925 SW PINE ISLAND RD CAPE CORAL FL 33991	239-282-9617
STEFANIE M CABRERA-BENTANCOURT	4686 NW 183RD ST CAROL CITY FL 33055	305-621-2323
FRANK F CHALFONT, JR.	1241 SR 436 CASSELBERRY FL 32707	407-657-5913
JESSIKA HERNANDEZ	1291 SR 436 CASSELBERRY FL 32707	407-679-0661
ANDREE KOCIAN	1415 N YOUNG BLVD CHIEFLAND FL 32626-1710	352-493-1700
DAVID M COSTA, SR	1291 MAIN ST CHIPLEY FL 32428	850-638-4544
JAVIER ILLAS	3470 ULMERTON RD CLEARWATER FL 33762	727-572-4556
JENNIE ILLAS RINCON	1500 S BELCHER RD CLEARWATER FL 33764	727-530-1693
JUAN C PRADO	1860 GULF TO BAY BLVD CLEARWATER FL 33765	727-442-1286
JUAN C PRADO	1934 N HERCULES AVE CLEARWATER FL 33763	727-449-0220
JUAN C PRADO	2871 GULF TO BAY BLVD CLEARWATER FL 33759	727-797-3959
JUAN C PRADO, JR.	2454 MCMULLEN BOOTH ROAD CLEARWATER FL 33759	727-754-2860
JEAN MAURICIO RINCON	539 S MISSOURI AVENUE CLEARWATER FL 33756	727-442-2887
JEAN MAURICIO RINCON	29978 US HWY 19 NORTH CLEARWATER FL 33761	727-772-2576
RACHEL PRADO MILLAN	347 S GULFVIEW BLVD CLEARWATER BEACH FL 33767	727-953-7966
ARTURO S LOJO VILASOA	799 E HIGHWAY 50 CLERMONT FL 34711-3187	352-394-1923
ARTURO S LOJO VILASOA	4307 S HIGHWAY 27 CLERMONT FL 34711-5349	352-243-3185
ARTURO S LOJO VILASOA	2640 E HIGHWAY 50 CLERMONT FL 34711-6034	352-242-4731
STEVEN A NISBET, JR.	905 W SUGARLAND HWY CLEWISTON FL 33440	863-983-9521
SATURNINO RODRIGUEZ	927 DIXON BLVD COCOA FL 32922	321-632-7441
SATURNINO RODRIGUEZ	4625 STATE RD 520 COCOA FL 32926	321-633-6065
SATURNINO RODRIGUEZ	2200 STATE ROAD 524 COCOA FL 32926	321-639-0660
SATURNINO RODRIGUEZ	3920 N ATLANTIC AVE COCOA BEACH FL 32931	321-783-3450
ANGEL VELIZ	6440 N STATE RD 7 COCONUT CREEK FL 33073	954-429-3766
ANGEL VELIZ	4480 N SR 7 COCONUT CREEK FL 33073	954-933-9525
RENE D VELIZ	4200 W SAMPLE RD COCONUT CREEK FL 33073	954-968-3310
JARED D LEHN	5986 FLAMINGO RD COOPER CITY FL 33328	954-434-0615
RENE D VELIZ	10260 GRIFFIN RD COOPER CITY FL 33328	954-434-6938
BRYAN ALEX RODRIGUEZ	1148 DIXIE HWY CORAL GABLES FL 33141	305-666-9919
ANGEL VELIZ	9180 WILES RD CORAL SPRINGS FL 33076	954-341-4349
ANGEL VELIZ	630 UNIVERSITY DR CORAL SPRINGS FL 33071	954-344-2622
ANGEL VELIZ	11655 W SAMPLE RD CORAL SPRINGS FL 33065	954-346-0710
ANGEL VELIZ	5741 CORAL RIDGE DR CORAL SPRINGS FL 33065	954-575-0048
RENE D VELIZ	7751 W SAMPLE RD CORAL SPRINGS FL 33065	954-752-6710
DAVID M COSTA, SR	2510 US HWY 231 COTTONDALE FL 32431	850-352-1035
RAPHAEL A VAZQUEZ	2605 CRAWFORDVILLE HWY CRAWFORDVILLE FL 32327-2168	850-926-9270
DAVID MICHAEL COSTA, JR.	302 W JAMES LEE BLVD W CRESTVIEW FL 32536-2636	850-682-5654
DAVID MICHAEL COSTA, JR.	3201 S FERDON BLVD CRESTVIEW FL 32536-9471	850-682-9111
DAVID MICHAEL COSTA, JR.	1300 N FERDON BLVD CRESTVIEW FL 32536	850-423-7755
LARRY D HARRISON	16228 SW HIGHWAY 19 CROSS CITY FL 32628-5717	352-498-4284
JUAN C PRADO	625 NE US HIGHWAY 19 CRYSTAL RIVER FL 34429	352-564-0533
BRADLEY D ASHLIN	1310 S FEDERAL HWY DANIA FL 33004	954-920-5553
ANTHONY LOPEZ	44400 US HWY 27N DAVENPORT FL 33897	863-424-2269
BRADLEY D ASHLIN	6405 NOVA DR DAVIE FL 33317	954-424-2408
JARED D LEHN	11200 SR 84 DAVIE FL 33325	954-475-1532
JARED D LEHN	13642 SR 84 DAVIE FL 33325	954-473-2422
ANGEL VELIZ	4492 WESTON RD DAVIE FL 33331	954-385-3828
JOSEPH L COX, IV	3001 N ATLANTIC AVE DAYTONA BEACH FL 32118	386-677-8186
JOSEPH L COX, IV	2994 US HWY 92 DAYTONA BEACH FL 32124	386-258-7459
JOSEPH L COX, IV	1121 BEVILLE RD DAYTONA BEACH FL 32119-1604	386-788-1902
JOSEPH L COX, IV	1376 W INTERNATIONAL SPEEDWAY BLVD DAYTONA BEACH FL 32114	386-257-2515
JAMES R UPCHURCH, JR.	300 W HILLSBORO BLVD DEERFIELD BEACH FL 33441-0978	954-481-9426
ANGEL VELIZ	3901 W HILLSBORO BLVD DEERFIELD BEACH FL 33442	954-426-5502
RENE D VELIZ	1205 S MILITARY TR DEERFIELD BEACH FL 33442	954-421-1474
DAVID M COSTA, SR	2370 US HWY 331 S DEFUNIAK SPRINGS FL 32435	850-892-5226
DAVID M COSTA, SR	17750 STATE HIGHWAY 285 S DEFUNIAK SPRINGS FL 32435	850-892-2130
JOSEPH L COX, IV	2697 US 17/92 DELAND FL 32720	386-738-7595
JOSEPH L COX, IV	1075 WILLIAMSBURG PL DELAND FL 32720	386-738-5940
RENE D VELIZ	1220 LINTON BLVD DELRAY BEACH FL 33445	561-279-0498
CARLTON R WADE	14529 MILITARY TRL DELRAY BEACH FL 33445	561-495-6583
CARLTON R WADE	7229 ATLANTIC AVENUE DELRAY BEACH FL 33446	561-865-0429



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES E MARCHANT	131 HOWLAND BLVD DELTONA FL 32738	407-302-0100
JAMES E MARCHANT	2900 HALIFAX CROSSING BOULEVARD DELTONA FL 32725	386-532-1480
CYNTHIA D SAMOUR	12830 US HWY 98 W DESTIN FL 32550	850-269-2081
CYNTHIA D SAMOUR	895 HARBOR BLVD DESTIN FL 32541	850-837-2261
KRISTINA LEN RAGATZ	28064 US HWY 27 DUNDEE FL 33838	863-439-3390
CHRISTOPHER M FROST	2618 BAYSHORE BLVD DUNEDIN FL 34698	727-733-7271
CHRISTOPHER M FROST	1645 MAIN STREET DUNEDIN FL 34698	727-734-3166
JUAN C PRADO, JR.	11232 N WILLIAMS ST DUNNELLON FL 34432	352-489-4620
MICHAEL G POTAPOW, JR.	168 S US HIGHWAY 17 EAST PALATKA FL 32131-4023	386-326-9818
BRENDA L SYMONS	1250 S MCCALL RD ENGLEWOOD FL 34223	941-474-9486
ANDREW T FENTON	20310 GRAND OAKS SHOPPES BLVD ESTERO FL 33928	239-947-6511
FRANK F CHALFONT, JR.	2800 S BAY ST EUSTIS FL 32726	352-357-5588
JESSIKA HERNANDEZ	1415 E STATE RD FERN PARK FL 32730	407-831-1636
THOMAS M LISANTE	1896 S 8TH ST FERNANDINA BEACH FL 32034	904-261-7288
JAMES E MARCHANT	6030 EAST HIGHWAY 100 FLAGLER BEACH FL 32136	386-439-9070
CLINTON GULLEY	425 SE 1ST AVE FLORIDA CITY FL 33034-5009	305-248-9285
CLINTON GULLEY	33501 S DIXIE HWY FLORIDA CITY FL 33034	305-247-2979
BRADLEY D ASHLIN	1630 S FEDERAL FORT LAUDERDALE FL 33316	954-527-1204
BRADLEY D ASHLIN	1600 S STATE HWY SEVEN FORT LAUDERDALE FL 33317	954-587-2182
BRADLEY D ASHLIN	1201 STATE HWY 84 FORT LAUDERDALE FL 33315	954-527-1017
BRADLEY D ASHLIN	300 E SUNRISE BLVD FORT LAUDERDALE FL 33304	954-763-5543
BRENT UPCHURCH	2700 N FEDERAL HWY FORT LAUDERDALE FL 33306	954-564-2910
JAMES R UPCHURCH, JR.	1352 E COMMERCIAL FORT LAUDERDALE FL 33334	954-771-7171
JAMES R UPCHURCH, JR.	929 NW 62ND ST FORT LAUDERDALE FL 33309	954-491-6363
JAMES R UPCHURCH, JR.	950 W COMMERCIAL BLVD FORT LAUDERDALE FL 33309	954-928-0910
JAMES R UPCHURCH, JR.	6360 NORTH FEDERAL HWY FORT LAUDERDALE FL 33308	954-771-2230
JAMES R UPCHURCH, JR.	2300 W SUNRISE BLVD FORT LAUDERDALE FL 33311	954-316-0007
JAMES R UPCHURCH, JR.	4032 N OCEAN BLVD FORT LAUDERDALE FL 33308	954-563-6255
JAMES R UPCHURCH, JR.	27 W BROWARD BLVD FORT LAUDERDALE FL 33301	954-463-7393
ANGEL VELIZ	1020 WESTON RD FORT LAUDERDALE FL 33326	954-384-1256
ANGEL VELIZ	15911 SHERIDAN ST FORT LAUDERDALE FL 33321	954-252-6018
MICHAEL LEE ADAMS	7105 CONSTITUTION BLVD FORT MYERS FL 33912	239-267-7070
MICHAEL LEE ADAMS	18500 SUMMERLIN RD FORT MYERS FL 33908	239-267-7887
ANDREW T FENTON	3645 CLEVELAND AVE FORT MYERS FL 33901	239-208-2818
ANDREW T FENTON	2955 COLONIAL BLVD FORT MYERS FL 33912	239-936-0400
ANDREW T FENTON	17800 BEN HILL GRIFFIN PKY FORT MYERS FL 33913	239-337-9425
TIMOTHY J FENTON	12290 S CLEVELAND AVE FORT MYERS FL 33907	239-936-5494
TIMOTHY J FENTON	13741 N CLEVELAND AVE FORT MYERS FL 33903	239-997-1367
TIMOTHY J FENTON	13600 INDIAN PAINT LN FORT MYERS FL 33912	239-768-1030
TIMOTHY J FENTON	1530 COLONIAL BLVD FORT MYERS FL 33919	239-936-1424
BRUCE FREEMAN	14551 PALM BEACH BLVD FORT MYERS FL 33905	239-694-0949
CHRISTINA M MEISENHELTER	8961 COLLEGE PKY FORT MYERS FL 33919	239-482-2930
AMANDA NISBET	4280 PALM BEACH BLVD FORT MYERS FL 33905	239-226-1351
STEVEN A NISBET, JR.	8177 DANI DRIVE FORT MYERS FL 33966	239-931-0277
BEHNAM ABRISHAMI	4878 N KINGS HWY FORT PIERCE FL 34951	772-595-9044
CARLTON R WADE	615 N FEDERAL HWY FORT PIERCE FL 34950	772-466-8481
CYNTHIA D SAMOUR	31 EGLIN PARKWAY NE FORT WALTON BEACH FL 32548	850-243-8813
DAVID M COSTA, SR	16392 US HIGHWAY 331 S. FREEPORT FL 32439	850-880-6261
ROBERT J BATEMAN	705 N SCENIC HWY FROSTPROOF FL 33843	863-635-7704
RODERICK L HAGAN	2410 W. BROWARD BLVD. FT LAUDERDALE FL 33312	954-583-2631
CARLTON R WADE	2524 S 4TH ST FT PIERCE FL 34982-5917	772-465-1410
RODERICK L HAGAN	2700 DAVIE BLVD FT. LAUDERDALE FL 33312	954-791-2830
MICHAEL LEE ADAMS	14985 S TAMIAMI TR FT. MYERS FL 33912	239-437-4668
BRUCE FREEMAN	11041 COLONIAL BLVD FT. MYERS FL 33905	239-561-0170
CALVIN W PARIS	9260 NW 39TH AVE GAINESVILLE FL 32606	352-374-7736
JACQUELYN PARIS	2880 NW 13TH ST GAINESVILLE FL 32609	352-377-7170
JACQUELYN PARIS	3826 SW 40TH BLVD GAINESVILLE FL 32608	352-373-3826
JACQUELYN PARIS	6003 NEWBERRY RD GAINESVILLE FL 32605	352-331-0864
JACQUELYN PARIS	1030 E UNIVERSITY AVE GAINESVILLE FL 32601	352-376-0830
JACQUELYN PARIS	5110 NW 43RD ST GAINESVILLE FL 32606	352-376-1965
JACQUELYN PARIS	3418 SW WILLISTON RD GAINESVILLE FL 32608	352-373-8783
JACQUELYN PARIS	1206 W UNIVERSITY AVE GAINESVILLE FL 32601	352-376-3040
JUAN C PRADO, JR.	9205 GIBSONTON DR GIBSONTON FL 33534	813-671-2559
MICHAEL LEE ADAMS	12055 COLLIER BLVD GOLDEN GATE FL 34116	239-455-4544
CYNTHIA D SAMOUR	1610 HIGHWAY 29S GONZALEZ FL 32533	850-937-6771
BRENT UPCHURCH	1165 N ORANGE AVE GREEN COVE SPRINGS FL 32043	904-284-9960
CARLTON R WADE	6000 LAKE WORTH RD GREENACRES FL 33463	561-439-1574

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ARTURO S LOJO VILASOA	460 W BROAD ST GROVELAND FL 34736	352-429-9442
SUSAN K O'CONNOR	201 GULF BREEZE PKY GULF BREEZE FL 32561-4465	850-932-5039
SUSAN K O'CONNOR	3308 GULF BREEZE PARKWAY GULF BREEZE FL 32563-3352	850-934-1550
ANTHONY LOPEZ	317 HINSON AVE HAINES CITY FL 33844	863-422-6569
ANTHONY LOPEZ	36204 US HWY 27 N HAINES CITY FL 33844	863-421-8445
BRADLEY D ASHLIN	111 N FEDERAL HWY HALLANDALE FL 33009	954-456-0451
BRADLEY D ASHLIN	835 W HALLANDALE BEACH BLVD HALLANDALE FL 33009	954-457-7415
MICHAEL G POTAPOW, JR.	5605 SE US HWY 301 HAWTHORNE FL 32640	352-481-8010
ANTHONY A GREENWOOD	8505 NW 186TH ST HIALEAH FL 33015	305-829-5113
JOSE A MONTES	4185 W 16TH AVE HIALEAH FL 33012	305-826-3666
MELISSA M MONTES	4300 E 4TH AVE HIALEAH FL 33012	305-823-2559
MELISSA M MONTES	1675 W 49TH ST HIALEAH FL 33012	305-828-5866
MILAGROS MONTES	3350 W 18TH AVE HIALEAH FL 33012	305-825-0104
ALEX C RODRIGUEZ	460 HIALEAH DRIVE HIALEAH FL 33012	305-884-8700
ALEX C RODRIGUEZ	1021 E 10TH AVE HIALEAH FL 33010	305-888-5491
ROSELINA M RODRIGUEZ	17850 NW 57TH AVENUE HIALEAH FL 33015	305-821-7727
CARLTON R WADE	11671 SE FEDERAL HWY HOBE SOUND FL 33455	772-546-2082
ANTONIO J BARQUIN	2909 US HWY 19 N HOLIDAY FL 34691	727-934-7035
JOSEPH L COX, IV	151 RIDGEWOOD AVE HOLLY HILL FL 32117	386-255-5527
BRADLEY D ASHLIN	2690 STIRLING RD HOLLYWOOD FL 33024	954-920-4446
BRADLEY D ASHLIN	5530 S SR 7 HOLLYWOOD FL 33314	954-791-3852
ANTHONY E CABRERA	3247 HOLLYWOOD BLVD HOLLYWOOD FL 33021	954-981-8884
ANTHONY E CABRERA	2851 SHERIDAN ST HOLLYWOOD FL 33020	954-925-9397
STEFANIE M CABRERA-BENTANCOURT	4295 N DAVIE ROAD EXT HOLLYWOOD FL 33024	954-432-3134
JOSE A MONTES	5835 HOLLYWOOD BLVD HOLLYWOOD FL 33021	954-981-4121
ANGEL VELIZ	1900 N STATE ROAD 7 HOLLYWOOD FL 33021	954-981-7288
CLINTON GULLEY	30335 S FEDERAL HWY HOMESTEAD FL 33030	305-247-6484
CLINTON GULLEY, II	2880 NE 8TH ST HOMESTEAD FL 33033	305-242-9774
CLINTON GULLEY, II	13690 BISCAYNE DR HOMESTEAD FL 33033	305-247-2704
RACHEL PRADO MILLAN	3740 S SUNCOAST BLVD HOMOSASSA FL 34448	352-621-1660
RACHEL PRADO MILLAN	9566 S. SUNCOAST BOULEVARD HOMOSASSA FL 34446	352-419-4790
JOSE R HERNANDEZ	9441 ST RD 52 HUDSON FL 34669	727-863-2248
JAVIER ILLAS	10319 COUNTY LINE ROAD HUDSON FL 34609	352-293-3136
MICHAEL LEE ADAMS	420 N 15TH ST IMMOKALEE FL 34142	239-657-5255
STEVEN A NISBET, JR.	15438 SW WARFIELD BLVD INDIANTOWN FL 34956	772-597-0073
MICHAEL G POTAPOW, JR.	1154 HIGHWAY 20 INTERLACHEN FL 32148-8516	386-684-1551
JENNIE ILLAS RINCON	240 S HWY 41 INVERNESS FL 34450	352-344-1465
JENNIE ILLAS RINCON	2801 EAST GULF TO LAKE HWY INVERNESS FL 34453	352-344-4080
RYAN ALLMAN	909 DUNN AVE JACKSONVILLE FL 32218	904-760-7004
RYAN ALLMAN	1001 N UNIVERSITY BLVD JACKSONVILLE FL 32211	904-744-4527
RYAN ALLMAN	11130 LEM TURNER RD JACKSONVILLE FL 32218	904-222-0679
RYAN ALLMAN	8590 BAY MEADOWS RD JACKSONVILLE FL 32256	904-739-3424
RYAN ALLMAN	13217 ATLANTIC BLVD JACKSONVILLE FL 32225	904-220-5412
RYAN ALLMAN	14030 HUBBLE RD JACKSONVILLE FL 32218	904-696-1295
RYAN ALLMAN	5320 NORWOOD AVE JACKSONVILLE FL 32208	904-768-4000
RYAN ALLMAN	253 STATE ST E JACKSONVILLE FL 32202	904-356-0337
WILLIAM J GARCIA	7245 MERRILL RD JACKSONVILLE FL 32277	904-744-8351
WILLIAM J GARCIA	11682 SAN JOSE BLVD JACKSONVILLE FL 32223	904-760-7152
WILLIAM J GARCIA	2707 MONUMENT RD JACKSONVILLE FL 32225	904-646-4319
WILLIAM J GARCIA	8570 ARGYLE FOREST BLVD JACKSONVILLE FL 32244	904-777-3090
WILLIAM J GARCIA	6030 FORT CAROLINE RD JACKSONVILLE FL 32277	904-744-2944
WILLIAM J GARCIA	9571 ARGYLE FOREST BLVD JACKSONVILLE FL 32222	904-779-6780
WILLIAM J GARCIA	10135 SAN JOSE BLVD JACKSONVILLE FL 32257	904-760-7329
EDGARD GERENA	5451 ROOSEVELT BLVD JACKSONVILLE FL 32210	904-389-8712
EDGARD GERENA	5911 US HIGHWAY 1 NORTH JACKSONVILLE FL 32209	904-765-4016
EDGARD GERENA	1768 DAVIS ST JACKSONVILLE FL 32209	904-356-1981
EDGARD GERENA	NAX JAX-ASAX & SARATOGA JACKSONVILLE FL 32212	904-777-0127
EDGARD GERENA	3143 EMERSON ST JACKSONVILLE FL 32221	904-396-4477
EDGARD GERENA	3552 BLANDING BLVD JACKSONVILLE FL 32210	904-771-0130
EDGARD GERENA	454 CASSAT AVE JACKSONVILLE FL 32254	904-781-1197
EDGARD GERENA	6767 103RD STREET JACKSONVILLE FL 32210	904-854-4580
EDGARD GERENA	5689 BEACH BLVD JACKSONVILLE FL 32207	904-398-0405
ADAM GUSKE	6546 NORMANDY BLVD JACKSONVILLE FL 32205	904-760-7465
ADAM GUSKE	11310 BEACH BLVD JACKSONVILLE FL 32246	904-760-7319
SHAUN GUSKE	14200 BEACH BLVD JACKSONVILLE FL 32250	904-223-3349
SHAUN GUSKE	8029 NORMANDY BLVD JACKSONVILLE FL 32221	904-786-9882
KAREN L KING	7784 BLANDING BLVD JACKSONVILLE FL 32244	904-573-1305

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
THOMAS M LISANDE	12311 N MAIN STREET JACKSONVILLE FL 32218	904-423-0577
DAVID L MULLINS, JR.	9841 ATLANTIC BLVD JACKSONVILLE FL 32225	904-724-0177
DAVID L MULLINS, JR.	10420 S PHILLIPS HWY JACKSONVILLE FL 32217	904-268-4047
DAVID L MULLINS, JR.	11230 OLD ST AUGUSTINE RD JACKSONVILLE FL 32257	904-292-4884
DAVID L MULLINS, JR.	3750 W UNIVERSITY JACKSONVILLE FL 32217	904-737-8821
DAVID L MULLINS, JR.	4291 SOUTHSIDE BLVD JACKSONVILLE FL 32246	904-645-9200
DAVID L MULLINS, JR.	7116 BONNEVAL RD JACKSONVILLE FL 32256	904-296-0244
DAVID L MULLINS, JR.	11900 ATLANTIC BLVD JACKSONVILLE FL 32207	904-646-0704
DAVID L MULLINS, JR.	13939 OLD ST AUGUSTINE RD JACKSONVILLE FL 32258	904-268-6996
DAVID L MULLINS, JR.	11320 BAYMEADOWS RD E JACKSONVILLE FL 32256	904-519-8046
MICHAEL G POTAPOW, JR.	1077 S. US 301 HWY JACKSONVILLE FL 32234	904-266-4808
MICHAEL G POTAPOW, JR.	7359 103RD ST JACKSONVILLE FL 32221	904-760-7110
MICHAEL G POTAPOW, JR.	705 CHAFFEE RD S JACKSONVILLE FL 32221-1105	904-685-4223
BRENT UPCHURCH	1625 COUNTY RD 210 W JACKSONVILLE FL 32259	904-827-1400
BRENT UPCHURCH	4587 TOWN CENTER PARKWAY JACKSONVILLE FL 32246	904-996-1420
ADAM GUSKE	317 MARSH LANDING PKWY JACKSONVILLE BEACH FL 32250	904-273-5120
SHAUN GUSKE	51 S 3RD ST JACKSONVILLE BEACH FL 32250	904-249-4766
CARLTON R WADE	181 N US 1 JUPITER FL 33458	561-746-2529
CARLTON R WADE	10030 INDIAN TOWN RD JUPITER FL 33468	561-743-8434
ANTHONY LOPEZ	101000 OVERSEAS HWY KEY LARGO FL 33037	305-451-5861
BRADLEY D ASHLIN	3704 N ROOSEVELT BLVD KEY WEST FL 33040	305-293-7606
MICHAEL G POTAPOW, JR.	7370 SR 100 KEYSTONE HEIGHT FL 32656	352-473-2288
ANIA NITZSCHE	2110 E IRLO BRONSON MEMORIAL HWY KISSIMMEE FL 34744	407-933-8007
ANIA NITZSCHE	3191 S JOHN YOUNG PARKWAY KISSIMMEE FL 34746	407-933-4388
ANIA NITZSCHE	3845 PLEASANT HILL RD KISSIMMEE FL 34746	321-697-5680
ANIA NITZSCHE	1720 CELEBRATION BOULEVARD KISSIMMEE FL 34747	321-939-4152
ANIA NITZSCHE	385 CYPRESS PARKWAY KISSIMMEE FL 34759	407-343-5877
STEVEN NISBET	21 WEST HICKPOCHEE AVENUE LA BELLE FL 33935	863-675-0499
KEVIN POTAPOW	452 N US HWY 27 LADY LAKE FL 32159	352-674-1100
MICHAEL G POTAPOW, JR.	615 W MAIN ST LAKE BUTLER FL 32054	386-496-3628
CLINTON GULLEY, II	3133 W US HIGHWAY 90 LAKE CITY FL 32055-4731	386-755-4915
CLINTON GULLEY, II	491 SW MAIN BLVD LAKE CITY FL 32025-5207	386-754-9021
STEVEN A NISBET, JR.	321 US HWY 27 S LAKE PLACID FL 33852	863-465-7177
ROBERT J BATEMAN	416 W CENTRAL AVE LAKE WALES FL 33853	863-676-3234
ROBERT J BATEMAN	2500 RIDGE WAY LAKE WALES FL 33859-7802	863-676-4742
ROBERT J BATEMAN	1978 STATE ROUTE 60 LAKE WALES FL 33853	863-676-8110
MICHELE K HEISNER	2501 N DIXIE HWY LAKE WORTH FL 33460	561-582-1174
RENE D VELIZ	3671 S CONGRESS LAKE WORTH FL 33460	561-968-8484
CARLTON R WADE	6342 LANTANA RD LAKE WORTH FL 33463	561-641-6717
CARLTON R WADE	7793 LAKE WORTH RD LAKE WORTH FL 33467	561-721-1565
JUAN C PRADO	2835 S FLORIDA AVE LAKELAND FL 33803	863-682-1688
JUAN C PRADO	1715 BARTOW ROAD LAKELAND FL 33801	863-688-9200
JUAN C PRADO	4805 S FLORIDA AVE LAKELAND FL 33813	863-606-6478
JUAN C PRADO	2606 HWY 92 E LAKELAND FL 33801	863-665-1464
JUAN C PRADO	4220 CLUBHOUSE RD LAKELAND FL 33812	863-646-4685
JUAN C PRADO	2210 HWY 540A LAKELAND FL 33813	863-644-7900
JUAN C PRADO	1805 SHEPHERD RD LAKELAND FL 33811	863-646-4060
LANNY G SUMPTER	715 EAST MEMORIAL BLVD LAKELAND FL 33801	863-688-6265
LANNY G SUMPTER	1211 ARIANA ST LAKELAND FL 33803	863-687-9631
LANNY G SUMPTER	2815 N US HWY 98 LAKELAND FL 33805	863-686-3917
LANNY G SUMPTER	5325 FRONTAGE RD S LAKELAND FL 33815-0902	863-603-0230
LANNY G SUMPTER	5525 WALT LOOP RD LAKELAND FL 33809-8213	863-816-8726
LANNY G SUMPTER	KATHLEEN RD & KNIGHTS STATION RD LAKELAND FL 33810	863-937-3425
RAPHAEL A VAZQUEZ	5185 S JEFFERSON LAMONT FL 32344	850-997-4979
JOSE R HERNANDEZ	2420 LAND OLAKES BLVD LAND O' LAKES FL 34639	813-949-7234
JOSE R HERNANDEZ	8000 LAND O'LAKE BOULEVARD LAND O' LAKES FL 34638	813-235-6310
RENE D VELIZ	1450 W LANTANA RD LANTANA FL 33462	561-582-5495
ANTONIO J BARQUIN	7901 ULMERTON RD LARGO FL 33771	727-531-4841
RACHEL PRADO MILLAN	13875 WALSINGHAM RD LARGO FL 33774	727-216-6917
JUAN C PRADO, JR.	1590 MISSOURI AVE LARGO FL 33770	727-286-7129
JUAN C PRADO, JR.	12976 SEMINOLE BLVD LARGO FL 33778	727-474-6988
MARK SALEBRA	2300 E BAY DR LARGO FL 33771	727-584-5985
MARK SALEBRA	1250 W BAY DR LARGO FL 33770	727-581-9626
MARK SALEBRA	2675 ROOSEVELT BLVD LARGO FL 33760	727-532-9994
JAMES R UPCHURCH, JR.	4398 NORTH STATE ROAD 7 LAUDERDALE LAKES FL 33309	954-739-8040
RODERICK L HAGAN	1140 40TH AVE LAUDERHILL FL 33313	954-583-5226
JAMES R UPCHURCH, JR.	5510 W OAKLAND PARK BLVD LAUDERHILL FL 33313	954-777-3445

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RACHEL PRADO MILLAN	1988 N LECANTO HWY LECANTO FL 34461	352-527-1990
FRANK F CHALFONT, JR.	1012 N 14TH ST LEESBURG FL 34748	352-787-8991
FRANK F CHALFONT, JR.	10420 US HWY 441 S LEESBURG FL 34788	352-343-4121
FRANK F CHALFONT, JR.	27422 US HWY 27 LEESBURG FL 34748	352-365-6595
MICHAEL LEE ADAMS	1245 HOME STEAD ROAD NORTH LEHIGH ACRES FL 33936	239-369-4393
RENE D VELIZ	4830 N FEDERAL HWY LIGHTHOUSE POINT FL 33064	954-427-8141
RACHEL PRADO MILLAN	16701 FISHHAWK BLVD LITHIA FL 33547	813-324-8205
CLINTON GULLEY, II	6653 US HIGHWAY 129 N LIVE OAK FL 32060-8459	386-362-6767
ANTHONY LOPEZ	6820 N ORANGE BLOSSOM TRAIL LOCKHART FL 32810	407-291-7352
FRANK F CHALFONT, JR.	900 W STATE ROUTE 434 LONGWOOD FL 32750-5193	407-261-0195
JESSIKA HERNANDEZ	290 N HWY 17 AND 92 LONGWOOD FL 32750	407-834-3770
JAMES E MARCHANT	3835 WEKIVA SPRINGS RD LONGWOOD FL 32779	407-865-7110
MICHELE K HEISNER	15880 ORANGE BLVD LOXAHATCHEE FL 33470	561-791-8591
CHRISTOPHER M FROST	2609 CREEK GRASS WAY LUTZ FL 33559	813-909-9339
JOSE R HERNANDEZ	106 CRYSTAL GROVE BLVD LUTZ FL 33549	813-948-8610
JAVIER ILLAS	17757 N DALE MABRY LUTZ FL 33548	813-968-6585
DAVID M COSTA, SR	1710 S HWY 77 LYNN HAVEN FL 32444	850-265-8331
CLINTON GULLEY, II	1381 S 6TH ST MACCLENNY FL 32063-4622	904-259-6231
DAVID MICHAEL COSTA, JR.	466 E BASE ST MADISON FL 32340-2768	850-973-2963
DAVID MICHAEL COSTA, JR.	6375 S SR 53 MADISON FL 32340	850-973-2343
JESSIKA HERNANDEZ	228 ORLANDO AVENUE SO MAITLAND FL 32751	407-599-2944
BRADLEY D ASHLIN	5595 OVERSEAS HWY MARATHON FL 33050	305-743-0707
MICHAEL LEE ADAMS	899 N COLLIER BLVD MARCO ISLAND FL 34145	239-642-8899
JAMES R UPCHURCH, JR.	5367 W ATLANTIC BLVD MARGATE FL 33063	954-972-6530
DAVID MICHAEL COSTA, JR.	4194 W LAFAYETTE ST MARIANNA FL 32446-8237	850-526-3744
DAVID MICHAEL COSTA, JR.	2090 HIGHWAY 71 MARIANNA FL 32448-5357	850-482-5622
CYNTHIA D SAMOUR	440 MARY ESTHER MARY ESTHER FL 32569-0579	850-244-2224
CYNTHIA D SAMOUR	2199 W HWY 98 MARY ESTHER FL 32569	850-581-0176
SAMUEL R HOUSTON	25 W HIBISCUS BLVD MELBOURNE FL 32901	321-727-1403
SAMUEL R HOUSTON	1200 SARNO RD MELBOURNE FL 32935	321-254-4267
SAMUEL R HOUSTON	235 PALM BAY RD W MELBOURNE FL 32904	321-956-0577
JESUS RODRIGUEZ	1005 EAU GALLIE CSWY MELBOURNE FL 32937	321-777-7501
MICHELLE RODRIGUEZ	8280 WICKHAM RD MELBOURNE FL 32940	321-242-7298
SATURNINO RODRIGUEZ	1980 WICKHAM RD MELBOURNE FL 32925	321-242-6768
SATURNINO RODRIGUEZ	6420 N WICKHAM RD MELBOURNE FL 32940	321-242-5758
JESUS RODRIGUEZ	1000 N COURTENAY BLVD MERRITT ISLAND FL 32953	321-452-1853
BRADLEY D ASHLIN	15096 NW 7TH MIAMI FL 33168	305-681-3452
ANTHONY E CABRERA	18350 NE 18TH RD MIAMI FL 33179	305-940-0454
ANTHONY E CABRERA	9250 NW 7TH AVE MIAMI FL 33150	305-759-1042
ANTHONY E CABRERA	3501 BISCAYNE BLVD MIAMI FL 33181	305-573-6064
ANTHONY E CABRERA	8116 BISCAYNE BLVD MIAMI FL 33138	305-756-0400
ANTHONY E CABRERA	610 NE 125TH ST MIAMI FL 33181	305-899-2882
STEFANIE M CABRERA-BENTANCOURT	10775 NW 27TH AVE MIAMI FL 33167	305-681-5444
STEFANIE M CABRERA-BENTANCOURT	20101 NW 2ND AVE MIAMI FL 33169	305-652-5933
STEFANIE M CABRERA-BENTANCOURT	8050 NW 27TH AVE MIAMI FL 33147	305-836-4792
ANTHONY A GREENWOOD	2200 NW 36TH ST MIAMI FL 33142	305-633-1385
ANTHONY A GREENWOOD	599 NW 62ND ST MIAMI FL 33150	305-751-5636
ANTHONY ALBERT GREENWOOD	12198 SW 117TH AVE MIAMI FL 33186	786-562-8426
CLINTON GULLEY, II	20315 OLD CUTLER ROAD MIAMI FL 33189	305-235-5600
ANTHONY LOPEZ	11115 SW 132 AVENUE MIAMI FL 33186	305-387-7007
LEONARDO LOPEZ, JR.	9681 SW 72ND ST MIAMI FL 33173	305-598-4933
LEONARDO LOPEZ, JR.	13101 N KENDALL DRIVE MIAMI FL 33186	305-386-3998
LEONARDO LOPEZ, JR.	11500 SW 88TH ST MIAMI FL 33156	305-595-2347
LEONARDO LOPEZ, JR.	2940 SW 8TH ST MIAMI FL 33135	305-541-4768
LEONARDO LOPEZ, JR.	15295 SW 104TH ST MIAMI FL 33196	305-388-0560
LEONARDO LOPEZ, JR.	13708 SW 152ND ST MIAMI FL 33177	305-232-2860
LEONARDO LOPEZ, JR.	15715 SW 88TH ST MIAMI FL 33193	305-387-4249
LEONARDO LOPEZ, JR.	18340 SW 137TH AVE MIAMI FL 33177	305-235-5573
ALEXANDER MENENDEZ	5700 NW 79TH AVE MIAMI FL 33166	305-599-2660
ALEXANDER MENENDEZ	5650 NW 7TH STREET MIAMI FL 33126	305-262-3961
ALEXANDER MENENDEZ	9501 NW 41ST ST MIAMI FL 33178	305-594-7530
ALEXANDER MENENDEZ	11390 NW 41ST STREET MIAMI FL 33172	305-471-6809
PEDRO MENENDEZ	13702 SW 56TH ST MIAMI FL 33175	305-387-1356
PEDRO MENENDEZ	11301 SW 40TH ST MIAMI FL 33165	305-223-0179
PEDRO MENENDEZ	1 MIAD TERMINAL J MIAMI FL 33122	305-876-0980
PEDRO MENENDEZ	7570 NW 104 AVE MIAMI FL 33186	786-725-5752
PETER JOHN MENENDEZ	7405 NW 36TH ST MIAMI FL 33166	305-593-0376

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PETER JOHN MENENDEZ	8403 NW 12TH ST MIAMI FL 33172	305-477-3163
PETER JOHN MENENDEZ	14699 SW 42TH ST MIAMI FL 33175	305-226-2422
GINA MENENDEZ LACAYO	7901 SW 40TH ST MIAMI FL 33155	305-264-1244
GINA MENENDEZ LACAYO	9341 SW 56TH ST MIAMI FL 33165	305-270-1943
GINA MENENDEZ LACAYO	2405 NW 87TH AVENUE MIAMI FL 33126	305-468-1822
GINA MENENDEZ LACAYO	5700 SW 157TH AVENUE MIAMI FL 33193-3668	305-383-1447
JOSE A MONTES	3280 CORAL WAY MIAMI FL 33145	305-444-5466
JOSE A MONTES	1400 SW 8TH ST MIAMI FL 33135	305-285-0974
KRISTINA MONTES	14401 S DIXIE HWY MIAMI FL 33176	305-238-2615
ALEX C RODRIGUEZ	9850 SW 8TH ST MIAMI FL 33174	305-223-8687
ALEX C RODRIGUEZ	11990 SW 8TH STREET MIAMI FL 33184	305-221-8542
ALEX C RODRIGUEZ	2300 SW 87 AVE MIAMI FL 33165-2011	305-220-0024
ALEX C RODRIGUEZ	12185 SW 26TH ST MIAMI FL 33175	305-229-2005
ALEX C RODRIGUEZ	14670 SW 8TH ST MIAMI FL 33184	305-228-4343
BRYAN ALEX RODRIGUEZ	345 NE 2ND AVE MIAMI FL 33132	305-371-8161
NICHOLAS CESAR RODRIGUEZ	7281 SW 8TH STREET MIAMI FL 33144-4653	305-261-3441
ROSELINA M RODRIGUEZ	4180 SW 9TH ST MIAMI FL 33134	305-443-9366
ROSELINA M RODRIGUEZ	1930 OPA LOCKA BLVD MIAMI FL 33167	305-685-8855
ROSELINA M RODRIGUEZ	299 SW 8TH STREET MIAMI FL 33130	305-856-6770
YELANY M RODRIGUEZ MARTINEZ	7993 WEST FLAGLER STREET MIAMI FL 33144-2201	305-265-0177
STEFANIE M CABRERA-BENTANCOURT	1650 WASHINGTON AVE MIAMI BEACH FL 33139	305-672-8031
STEFANIE M CABRERA-BENTANCOURT	1601 ALTON RD MIAMI BEACH FL 33139-2420	305-672-7055
KRISTINA MONTES	7435 MIAMI LAKES DR W MIAMI LAKES FL 33014	305-824-0800
PETER JOHN MENENDEZ	4999 NW 36TH ST MIAMI SPRINGS FL 33166	305-885-7698
WILLIAM J GARCIA	2485 BLANDING BLVD MIDDLEBURG FL 32068	904-282-9303
WILLIAM J GARCIA	561 PLANTATION DR MIDDLEBURG FL 32068	904-276-3948
MARC A O'FERRALL	6485 CAROLINE ST MILTON FL 32570	850-623-5801
MARC A O'FERRALL	2807 AVALON BLVD MILTON FL 32583	850-994-7060
SATURNINO RODRIGUEZ	4305 WEST MAIN STREET MIMS FL 32754	321-264-9004
WILLIAM ALAN RHINE	901 N US HWY 27 MINNEOLA FL 34715	352-241-6795
BRENT UPCHURCH	2351 PALM AVE MIRAMAR FL 33025	954-442-6033
ANGEL VELIZ	14301 MIRAMAR PKWY MIRAMAR FL 33027	954-447-6337
ANGEL VELIZ	17001 MIRAMAR PARKWAY MIRAMAR FL 33027	954-499-8679
JAMES E MARCHANT	6601 N ORANGE BLOSSOM TR MOUNT DORA FL 32757	352-735-1794
ROBERT J BATEMAN	205 CANAL ST E MULBERRY FL 33860	863-425-2660
JUAN C PRADO	6900 N CHURCH AVE MULBERRY FL 33860	863-701-9887
MICHAEL LEE ADAMS	2886 E TAMIAMI TRL NAPLES FL 34112	239-774-3931
MICHAEL LEE ADAMS	4245 N TAMIAMI TRL NAPLES FL 34103-3104	239-262-2243
MICHAEL LEE ADAMS	8875 DAVIS BLVD NAPLES FL 34104	239-455-7745
MICHAEL LEE ADAMS	5465 N AIRPORT RD NAPLES FL 34109	239-566-2004
MICHAEL LEE ADAMS	11141 N TAMIAMI TRAIL NAPLES FL 34110	239-597-3489
MICHAEL LEE ADAMS	12615 TAMIAMI TRAIL EAST NAPLES FL 33962	239-732-0117
MICHAEL LEE ADAMS	6065 PINE RIDGE RD NAPLES FL 34119	239-352-2009
MICHAEL LEE ADAMS	5616 TAVILLA CIRCLE NAPLES FL 34110	239-593-6055
MICHAEL LEE ADAMS	15291 COLLIER BLVD NAPLES FL 34119	239-304-1530
CLINTON GULLEY	26601 US HWY 1 NARANJA FL 33032	305-258-0341
DAVID M COSTA, SR	8644 NAVARRE PKY NAVARRE FL 32566-2163	850-939-8711
JOSE R HERNANDEZ	7226 STATE ROAD 54 NEW PORT RICHEY FL 34653	727-376-1366
JOSE R HERNANDEZ	9121 LITTLE ROAD NEW PORT RICHEY FL 34654	727-862-7482
JOSE R HERNANDEZ	11367 RIDGE RD NEW PORT RICHEY FL 34654	727-856-3029
JUAN C PRADO	5309 US HWY 19S NEW PORT RICHEY FL 34652	727-847-2470
ALEXANDRA H TORRES	8937 RANCHO DEL RIO DRIVE NEW PORT RICHEY FL 34655	727-375-2220
JAMES E MARCHANT	1842 SR 44 NEW SMYRNA BCH FL 32168-8343	386-423-3444
JAMES E MARCHANT	1704 S DIXIE FWY NEW SMYRNA BEACH FL 32168	386-428-5115
JAMES E MARCHANT	3181 SR 44 NEW SMYRNA BEACH FL 32168	386-427-2753
CALVIN W PARIS	14124 W NEWBERRY RD NEWBERRY FL 32669	352-331-1108
DAVID M COSTA, SR	4570 HWY 20 NICEVILLE FL 32588	850-897-7353
DAVID M COSTA, SR	1090 E JOHN SIMS PKWY NICEVILLE FL 32578	850-678-1844
JOSEPH L COX, IV	102 E INTERNATIONAL SPEEDWAY BLVD NORTH DE LAND FL 32724	386-738-5688
MICHAEL LEE ADAMS	6431 BAYSHORE RD N NORTH FORT MYERS FL 33917	239-543-2269
JAMES R UPCHURCH, JR.	7520 SOUTHGATE BLVD NORTH LAUDERDALE FL 33068	954-726-3777
JAMES R UPCHURCH, JR.	7200 W MCNAB ROAD NORTH LAUDERDALE FL 33068	954-726-6340
ANTHONY E CABRERA	13000 BISCAYNE BLVD NORTH MIAMI FL 33181	305-899-9578
STEFANIE M CABRERA-BENTANCOURT	2201 NE 163RD ST NORTH MIAMI FL 33160	305-948-9081
ANTHONY A GREENWOOD	11899 NW 7TH AVENUE NORTH MIAMI FL 33168	305-953-0612
ANTHONY E CABRERA	200 NE 167TH ST NORTH MIAMI BEACH FL 33162	305-940-2092
CARLTON R WADE	12025 US HWY 1 NORTH PALM BEACH FL 33408	561-626-9529

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIMOTHY J FENTON	14805 TAMAMI TRL NORTH PORT FL 34287	941-200-2540
TIMOTHY J FENTON	1013 FRONT PLACE NORTH PORT FL 34287	941-429-7820
RODERICK L HAGAN	265 W OAKLAND PARK BLVD OAKLAND PARK FL 33311	954-565-8881
BRENT UPCHURCH	3073 WEST OAKLAND PARK BOULEVARD OAKLAND PARK FL 33311	954-733-6839
MARK F BABALIAN	7562 SE MARICAMP RD OCALA FL 34472	352-680-1919
ANDREE KOCIAN	3215 E SILVER SPRINGS BLVD OCALA FL 34470	352-629-3215
ANDREE KOCIAN	2015 S PINE ST OCALA FL 34474	352-629-4848
ANDREE KOCIAN	3595 W SILVER SPRINGS BLVD OCALA FL 34475	352-351-3233
ANDREE KOCIAN	3223 SE MARICAMP RD OCALA FL 34471	352-694-5522
ANDREE KOCIAN	2095 SW 484 OCALA FL 34473	352-307-0828
ANDREE KOCIAN	2827 SW 27TH AVE OCALA FL 34474	352-861-7300
ANDREE KOCIAN	4110 SW 38TH CT OCALA FL 34474	352-351-3208
JUAN C PRADO	2600 NW 46TH TERR OCALA FL 34482	352-861-0800
JUAN C PRADO, JR.	8240 SR 200 OCALA FL 34481	352-304-8117
JEAN MAURICIO RINCON	3455 N PINE AVE OCALA FL 34475	352-840-9595
JEAN MAURICIO RINCON	4150 HWY 326 OCALA FL 34482	352-690-6009
ANTHONY LOPEZ	11131 W COLONIAL DRIVE OCOEE FL 34761	407-877-7272
ANIA NITZSCHE	1620 E SILVER STAR RD OCOEE FL 34761	407-298-3755
ANIA NITZSCHE	2281 OCOEE APOPKA RD OCOEE FL 34761	407-656-0651
MICHAEL R YONTZ	9010 W COLONIAL DR OCOEE FL 34761	407-253-4379
JENNIE ILLAS RINCON	8506 GUNN HWY ODESSA FL 33556	813-920-5422
ALEXANDRA H TORRES	16250 SR 54 ODESSA FL 33556	813-926-7653
AMANDA NISBET	4151 US HWY 441 S OKEECHOBEE FL 34974	863-763-5856
EDGARD GERENA	5000 US HIGHWAY 17 ORANGE PARK FL 32003	904-278-8481
EUGENE J KING	1083 BLANDING BLVD ORANGE PARK FL 32065	904-272-0751
KAREN L KING	428 PARK AVE ORANGE PARK FL 32073	904-264-1920
KAREN L KING	372 BLANDING BLVD ORANGE PARK FL 32073	904-272-6319
FRANK F CHALFONT, JR.	1028 W LEE RD ORLANDO FL 32810	407-647-1615
JOSEPH L COX, IV	6195 W COLONIAL DR ORLANDO FL 32808	407-299-3920
JOSEPH L COX, IV	5218 SILVER STAR RD ORLANDO FL 32808	407-298-5950
JOSEPH L COX, IV	1411 S HIAWASSEE ROAD ORLANDO FL 32835	407-298-9366
JAMES M GILCHRIST	2701 E COLONIAL DR ORLANDO FL 32803	407-898-6879
JAMES M GILCHRIST	830 S ORANGE BLOSSOM TRAIL ORLANDO FL 32805	407-648-1846
JAMES M GILCHRIST	3804 LB MCLEOD RD ORLANDO FL 32805	407-426-9898
JAMES M GILCHRIST	5107 S JOHN YOUNG PARKWAY ORLANDO FL 32839	407-851-5699
JAMES M GILCHRIST	6927 SILVER STAR RD ORLANDO FL 32818	407-295-1001
JAMES M GILCHRIST	9303 JEFF FUQUA BLVD ORLANDO FL 32827	407-825-7331
JAMES M GILCHRIST	7055 NARCOOSSEE RD ORLANDO FL 32829	407-218-4031
JAMES M GILCHRIST	ORLANDO AIRPORT AIRSIDE 2 ORLANDO FL 32827	407-825-7333
ANTHONY LOPEZ	7409 E COLONIAL ORLANDO FL 32807	407-281-6606
ANTHONY LOPEZ	11382 US HWY 441 ORLANDO FL 32837	407-240-7599
ANTHONY LOPEZ	10026 CURRY FORD RD ORLANDO FL 32829	407-382-5720
GREGG OERTHER	3713 MC COY RD ORLANDO FL 32812	407-859-0431
GREGG OERTHER	6875 SANDLAKE RD ORLANDO FL 32819	407-351-2185
GREGG OERTHER	8101 S JOHN YOUNG PKY ORLANDO FL 32819	407-354-3807
GREGG OERTHER	7344 W SAND LAKE RD ORLANDO FL 32819	407-264-0770
GREGG OERTHER	8990 TURKEY LAKE ROAD ORLANDO FL 32819	407-218-4140
GREGG OERTHER	8175 S JOHN YOUNG PKWY ORLANDO FL 32839	407-218-4199
LUIS VELEZ ESTATE	12300 LAKE UNDERHILL RD ORLANDO FL 32828	407-382-4490
LUIS VELEZ ESTATE	11250 E COLONIAL DR ORLANDO FL 32817	407-273-3413
LUIS VELEZ ESTATE	12301 E COLONIAL DR ORLANDO FL 32826	407-208-0441
MARIMAR VELEZ	5685 SOUTH SEMORAN BLVD ORLANDO FL 32822	407-275-3827
MARIMAR VELEZ	5175 S CONWAY RD ORLANDO FL 32812	407-856-6350
MARIMAR VELEZ	4075 MILLENIA BLVD ORLANDO FL 32839	407-226-1622
MARIMAR VELEZ	10401 E COLONIAL DR ORLANDO FL 32817	407-282-5575
RENE D VELIZ	5890 S ORANGE BLOSSOM TRAIL ORLANDO FL 32809	407-855-0423
RENE D VELIZ	2504 S ORANGE AVE ORLANDO FL 32806	407-841-9472
RENE D VELIZ	8475 S ORANGE BLOSSOM TRAIL ORLANDO FL 32809	407-857-1980
RENE D VELIZ	5400 KIRKMAN RD ORLANDO FL 32819	407-352-1528
RENE D VELIZ	5401 ALTAMIRA DR ORLANDO FL 32819	407-345-9477
RENE D VELIZ	8060 S ORANGE AVE ORLANDO FL 32809	407-855-6273
RENE D VELIZ	4066 SEMORAN BLVD ORLANDO FL 32822	407-380-1907
RENE D VELIZ	3005 WEST COLONIAL DRIVE ORLANDO FL 32808	407-294-7120
RENE D VELIZ	2500 S KIRKMAN RD ORLANDO FL 32811	407-290-5892
RENE D VELIZ	2944 S KIRKMAN RD ORLANDO FL 32811	407-296-6265
RENE D VELIZ	4640 S ORANGE BLOSSOM TR ORLANDO FL 32839	407-839-3840
MICHAEL R YONTZ	4294 N ALAFAYA TR ORLANDO FL 32817	407-658-0579

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL R YONTZ	16920 E COLONIAL ORLANDO FL 32820	407-568-5085
MICHAEL R YONTZ	401 S AVALON PARK BLVD ORLANDO FL 32828	407-382-6133
MICHAEL R YONTZ	2503 N JOHN YOUNG PKWY ORLANDO FL 32804	407-299-4291
JOSEPH L COX, IV	100 SOUTH NOVA ROAD ORMOND BEACH FL 32074	386-677-1762
JOSEPH L COX, IV	105 INTERCHANGE BLVD ORMOND BEACH FL 32174	386-672-3798
JAMES E MARCHANT	1530 US HWY 1 ORMOND BEACH FL 32174	386-677-2303
JESSIKA HERNANDEZ	2849 CLAYTON CROSSING WAY OVIEDO FL 32765	407-695-0170
MICHAEL R YONTZ	1605 E MITCHELL HAMMOCK RD OVIEDO FL 32765	407-977-9086
MICHAEL R YONTZ	1920 W SR 426 OVIEDO FL 32765	407-365-7641
MARC A O'FERRALL	3540 HWY 90 PACE FL 32571	850-994-2348
MARC A O'FERRALL	5004 HIGHWAY 90 PACE FL 32571	850-480-6971
MICHAEL G POTAPOW, JR.	2627 REID STREET PALATKA FL 32177-2807	386-328-2092
SAMUEL R HOUSTON	3475 BAYSIDE LAKE BLVD SE PALM BAY FL 32909	321-409-5007
CARLTON R WADE	3805 N LAKE BLVD PALM BEACH GARDENS FL 33406	561-626-8917
CARLTON R WADE	9880 FLORIDA A1A ALTERNATE PALM BEACH GARDENS FL 33410	561-630-4634
JOSEPH L COX, IV	5190 E HWY 100 PALM COAST FL 32164	386-586-7201
JOSEPH L COX, IV	4851 BELLE TERRE PKWY PALM COAST FL 32137	386-445-6156
JAMES E MARCHANT	2 OLD KINGS ROAD PALM COAST FL 32137	386-445-4059
ALEXIS J BARQUIN	33817 US HWY 19 N PALM HARBOR FL 34684	727-781-7303
MARK SALEBRA	3480 E LAKE RD PALM HARBOR FL 34685	727-789-1910
RENE D VELIZ	3015 FOREST HILL BLVD PALM SPRINGS FL 33406	561-623-0931
DAVID MICHAEL COSTA, JR.	121 N TYNDALL PKWY PANAMA CITY FL 32404	850-785-8097
DAVID MICHAEL COSTA, JR.	16990 FRONT BEACH RD PANAMA CITY FL 32413	850-233-3060
DAVID MICHAEL COSTA, JR.	2263 MARTIN LUTHER KING JR BLVD PANAMA CITY FL 32405	850-215-3442
DAVID M COSTA, SR	717 HARRISON AVE PANAMA CITY FL 32401	850-785-3753
DAVID M COSTA, SR	3608 HIGHWAY 98 W PANAMA CITY FL 32401	850-785-4040
DAVID M COSTA, SR	2319 THOMAS DR PANAMA CITY FL 32408	850-234-8060
DAVID M COSTA, SR	1025 W 23RD ST PANAMA CITY FL 32405	850-784-9600
DAVID MICHAEL COSTA, JR.	15497 PANAMA CITY BEACH PKWY PANAMA CITY BEACH FL 32413	850-230-6334
DAVID M COSTA, SR	10628 FRONT BEACH ROAD PANAMA CITY BEACH FL 32407	850-234-6096
JAMES R UPCHURCH, JR.	1490 N UNIVERSITY DR PEMBROKE PINES FL 33024	954-432-5150
ANGEL VELIZ	11100 TAFT STREET PEMBROKE PINES FL 33026-2735	954-432-1100
ANGEL VELIZ	12480 S PINES BLVD PEMBROKE PINES FL 33027	954-436-2342
ANGEL VELIZ	18489 PINES BLVD PEMBROKE PINES FL 33029	954-430-5330
PETER J NOWAK	6935 N 9TH AVE PENSACOLA FL 32504-6638	850-478-9656
PETER J NOWAK	7198 PENSACOLA BLVD PENSACOLA FL 32505	850-478-6781
PETER J NOWAK	6003 MOBILE HWY PENSACOLA FL 32526	850-453-1273
PETER J NOWAK	7915 N DAVIS HWY PENSACOLA FL 32514-7562	850-478-7963
PETER J NOWAK	4990 BAYOU RD PENSACOLA FL 32503	850-476-5529
PETER J NOWAK	1500 AIRPORT BLVD PENSACOLA FL 32503	850-477-5474
JOHN L O'CONNOR	2120 W FAIRFIELD PENSACOLA FL 32505-5132	850-432-9602
JOHN L O'CONNOR	7941 PINE FOREST RD PENSACOLA FL 32526	850-944-8523
JOHN L O'CONNOR	5 S BLUE ANGEL PKWY PENSACOLA FL 32506	850-457-0560
SUSAN K O'CONNOR	1107 N NAVY BLVD PENSACOLA FL 32507-1250	850-456-3365
SUSAN K O'CONNOR	815 E CERVANTES PENSACOLA FL 32501-3211	850-438-1384
MARC A O'FERRALL	123 E NINE MILE RD PENSACOLA FL 32534	850-480-6879
CYNTHIA D SAMOUR	13145 SORRENTO RD PENSACOLA FL 32507	850-492-3864
JESSICA LEIGH WIMMER	5897 W 9 MILE RD PENSACOLA FL 32526	850-944-7222
ANTHONY LOPEZ	18295 S DIXIE HWY PERRINE FL 33157	305-238-7129
RAPHAEL A VAZQUEZ	2132 S US HIGHWAY 19 PERRY FL 32348-6102	850-584-4243
JENNIE ILLAS RINCON	10191 66TH ST N PINELLAS PARK FL 33782	727-544-7386
JUAN C PRADO	8001 US HIGHWAY 19 N PINELLAS PARK FL 33781-1742	727-576-6772
LANNY G SUMPTER	2001 REDMAN PKY PLANT CITY FL 33566	813-752-2239
JARED D LEHN	1351 S UNIVERSITY DR PLANTATION FL 33324	954-475-0289
GARY A MOULTON	1801 STATE ROAD 559 POLK CITY FL 33868-9369	863-875-4228
JAMES R UPCHURCH, JR.	3091 N FEDERAL HWY POMPANO BEACH FL 33064	954-943-8410
JAMES R UPCHURCH, JR.	2025 E ATLANTIC BLVD POMPANO BEACH FL 33060	954-781-1920
JAMES R UPCHURCH, JR.	630 W SAMPLE RD POMPANO BEACH FL 33064	954-943-3055
JAMES R UPCHURCH, JR.	1 SW 26TH AVENUE POMPANO BEACH FL 33069	954-971-7626
JAMES R UPCHURCH, JR.	320 NW 24TH STREET POMPANO BEACH FL 33060	954-784-0440
JAMES R UPCHURCH, JR.	1490 NW 31 AVE POMPANO BEACH FL 33069	954-975-0072
SHAUN GUSKE	100 PONTE VEDRA BOULEVARD PONTE VEDRA BEACH FL 32082	904-273-7490
TIMOTHY J FENTON	4695 TAMIAMI TRL PORT CHARLOTTE FL 33980	941-629-4681
TIMOTHY J FENTON	1805 TAMIAMI TRL PORT CHARLOTTE FL 33948	941-627-8999
TIMOTHY J FENTON	3232 TAMIAMI TRL PORT CHARLOTTE FL 33952	941-624-6199
TIMOTHY J FENTON	24133 PEACHLAND BLVD PORT CHARLOTTE FL 33954	941-764-0300
BRENDA L SYMONS	13418 S MCCALL RD PORT CHARLOTTE FL 33981	941-828-0061

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JESUS RODRIGUEZ	1676 TAYLOR RD PORT ORANGE FL 32124-6753	386-756-6224
JESUS RODRIGUEZ	3802 CLYDE MORRIS BLVD PORT ORANGE FL 32119	386-767-0220
MICHELLE RODRIGUEZ	3816 S NOVA RD PORT ORANGE FL 32127-4949	386-756-4345
JOSE R HERNANDEZ	8527 US 19 N PORT RICHEY FL 34668	727-848-3997
JUAN C PRADO	11929 US HWY 19 PORT RICHEY FL 34668	727-863-8533
DAVID M COSTA, SR	115 W HIGHWAY 98 PORT SAINT JOE FL 32456-1871	850-227-9075
BEHNAMEH ABRISHAMI	5435 ST JAMES DR PORT SAINT LUCIE FL 34983	772-879-1891
MICHELE K HEISNER	10604 VILLAGE PKWY PORT SAINT LUCIE FL 34987	772-345-2920
MICHELE K HEISNER	1740 SW GATLIN BLVD PORT SAINT LUCIE FL 34953	772-336-4887
SATURNINO RODRIGUEZ	6857 N US HWY 1 PORT ST JOHN FL 32927	321-632-5919
TIMOTHY J FENTON	9083 MAC DRIVE PUNTA GORDA FL 33950	941-637-3902
RAPHAEL A VAZQUEZ	1422 W JEFFERSON ST QUINCY FL 32351-2130	850-627-5812
RACHEL PRADO MILLAN	13118 S US HWY 301 RIVERVIEW FL 33569	813-443-8407
JUAN C PRADO, JR.	9870 US HWY 301 RIVERVIEW FL 33569	813-443-6749
CARLTON R WADE	3551 N BROADWAY RIVIERA BEACH FL 33404	561-844-3846
MICHELLE RODRIGUEZ	1876 S US HWY 1 ROCKLEDGE FL 32955	321-631-1394
SATURNINO RODRIGUEZ	3844 MURREL RD ROCKLEDGE FL 32955	321-504-9688
SATURNINO RODRIGUEZ	5370 STADIUM PKWY ROCKLEDGE FL 32955	321-632-1563
MICHELE K HEISNER	1400 ROYAL PALM BEACH BOULEVARD ROYAL PALM BEACH FL 33411	561-333-8866
ANIA NITZSCHE	2800 13TH ST SAINT CLOUD FL 34769	407-892-4198
ANIA NITZSCHE	4860 E IRLON BRONSON MEMORIAL HIGHWAY SAINT CLOUD FL 34769	407-498-0084
BRENT UPCHURCH	490 STATE ROAD 13 N SAINT JOHNS FL 32259	904-287-6220
ANDREW T FENTON	6347 S TAMiami TRL SARASOTA FL 34231	941-922-1064
ANDREW T FENTON	8494 LOCKWOOD RIDGE ROAD SARASOTA FL 34243	941-306-5097
ANDREW T FENTON	4301 N WASHINGTON BLVD SARASOTA FL 34234	941-312-5887
ANDREW T FENTON	5821 DEREK AVE SARASOTA FL 34233	941-921-1979
JAVIER ILLAS	8164 N TAMiami TRL SARASOTA FL 34243	941-351-1771
JAVIER ILLAS	787 WASHINGTON BLVD SARASOTA FL 34236	941-365-3030
JAVIER ILLAS	3875 S TAMiami TRAIL SARASOTA FL 34239	941-954-7589
AMY RODRIGUEZ	3828 BEE RIDGE RD SARASOTA FL 34231	941-922-4406
AMY RODRIGUEZ	6508 UNIVERSITY PARKWAY SARASOTA FL 34240	941-248-5100
BRENDA L SYMONS	3511 FRUITVILLE RD SARASOTA FL 34237-9027	941-955-8840
BRENDA L SYMONS	5554 FRUITVILLE RD SARASOTA FL 34232-6405	941-371-9165
JESUS RODRIGUEZ	1080 HIGHWAY A1A SATELLITE BEACH FL 32937	321-428-3868
SAMUEL R HOUSTON	13395 US HWY 1 SEBASTIAN FL 32958	772-388-9606
LANNY G SUMPTER	610 E DR MARTIN LUTHER KING JR SEFFNER FL 33584	813-685-3118
MARK SALEBRA	8901 PARK BLVD SEMINOLE FL 33777-4301	727-398-1022
CYNTHIA D SAMOUR	1189 EGLIN PKY SHALIMAR FL 32579-1252	850-651-2867
JAVIER ILLAS	2350 COMMERCIAL WAY SPRING HILL FL 34606	352-683-8618
JAVIER ILLAS	11055 SPRINGHILL DR SPRING HILL FL 34608	352-610-9121
JAVIER ILLAS	4166 MARINER BLVD SPRING HILL FL 34609	352-686-7376
JEAN MAURICIO RINCON	15050 SPRING HILL DR SPRING HILL FL 34604	352-593-4192
ADAM GUSKE	1106 PONCE DE LEON BLVD ST. AUGUSTINE FL 32084	904-824-8708
ADAM GUSKE	2340 ST RD 16 ST. AUGUSTINE FL 32084	904-824-8646
BRENT UPCHURCH	2431 US HWY 1 S ST. AUGUSTINE FL 32086	904-794-1013
BRENT UPCHURCH	1870 A1A SOUTH ST. AUGUSTINE FL 32084	904-471-5174
BRENT UPCHURCH	101 NATURES WALK PKWY ST. AUGUSTINE FL 32092	904-287-4131
BRENT UPCHURCH	37 EPIC BLVD ST. AUGUSTINE FL 32084	904-824-0925
BRENT UPCHURCH	103 TUSCAN WAY ST. AUGUSTINE FL 32092	904-940-0605
ANIA NITZSCHE	3344 CANOE CREEK RD ST. CLOUD FL 34772	407-891-6011
MARK SALEBRA	5464 66TH ST N ST. PETERSBURG FL 33709	727-544-5381
TRAVIS STEFANOS	9600 4TH ST N ST. PETERSBURG FL 33702	727-576-9405
TRAVIS STEFANOS	925 62ND AVE N ST. PETERSBURG FL 33702	727-525-9083
MICHAEL G POTAPOW, JR.	802 S WALNUT STREET STARKE FL 32091	904-964-8408
CARLTON R WADE	970 SE FEDERAL HWY STUART FL 34994-3703	772-283-2948
CARLTON R WADE	3600 SE FEDERAL HWY STUART FL 34997	772-287-7714
CARLTON R WADE	5960 SE FEDERAL HWY STUART FL 34997	772-463-8102
KEVIN POTAPOW	17890 S US HWY 441 SUMMERFIELD FL 34491	352-347-8440
STEFANIE M CABRERA-BENTANCOURT	17730 COLLINS AVENUE SUNNY ISLES BEACH FL 33160	305-937-4944
BRADLEY D ASHLIN	10013 SUNSET STRIP SUNRISE FL 33322	954-748-6706
JARED D LEHN	13655 W SUNRISE BLVD SUNRISE FL 33323	954-846-8634
JAMES R UPCHURCH, JR.	4301 PINE ISLAND ROAD SUNRISE FL 33351-6045	954-572-1911
JAMES R UPCHURCH, JR.	10901 W OAKLAND PARK BLVD SUNRISE FL 33351	954-747-7155
JAMES R UPCHURCH, JR.	9220 W COMMERCIAL BLVD SUNRISE FL 33351-4300	954-578-1180
RENE D VELIZ	2260 N UNIVERSITY DR SUNRISE FL 33322	954-742-8280
RAPHAEL A VAZQUEZ	3438 THOMASVILLE RD TALLAHASSEE FL 32309-3424	850-893-2042
RAPHAEL A VAZQUEZ	2875 APALACHEE PKY TALLAHASSEE FL 32301-3607	850-656-1117



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RAPHAEL A VAZQUEZ	2026 W PENSACOLA ST TALLAHASSEE FL 32304	850-576-0539
RAPHAEL A VAZQUEZ	2800 S MONROE ST TALLAHASSEE FL 32301-6952	850-877-0033
RAPHAEL A VAZQUEZ	3819 N MONROE ST TALLAHASSEE FL 32303-2135	850-562-4201
RAPHAEL A VAZQUEZ	5052 W TENNESSEE ST TALLAHASSEE FL 32304-3555	850-576-6669
RAPHAEL A VAZQUEZ	1944 N MONROE ST TALLAHASSEE FL 32303-8410	850-385-7683
RAPHAEL A VAZQUEZ	672 W TENNESSEE ST TALLAHASSEE FL 32304-7934	850-681-6259
RAPHAEL A VAZQUEZ	1916 CAPITAL CIR NE TALLAHASSEE FL 32308-4454	850-671-1430
RAPHAEL A VAZQUEZ	3562 BLAIRSTONE RD TALLAHASSEE FL 32301	850-421-0350
RAPHAEL A VAZQUEZ	3631 MAHAN DR TALLAHASSEE FL 32308	850-877-0641
RAPHAEL A VAZQUEZ	300 S MAGNOLIA DR TALLAHASSEE FL 32301	850-877-9500
ROSELINA M RODRIGUEZ	8375 PINE ISLAND RD TAMARAC FL 33321	954-722-6710
JAMES R UPCURCH, JR.	7600 NW 57TH STREET TAMARAC FL 33321	954-722-1120
JOHN T FROST	19080 BRUCE B DOWNS BLVD TAMPA FL 33647	813-977-0076
JOHN T FROST	5101 POINTE OF TAMPA WAY TAMPA FL 33647	813-866-9721
JOSE R HERNANDEZ	2 COLUMBIA DR TAMPA FL 33606	813-251-3667
JOSE R HERNANDEZ	1520 W KENNEDY BLVD TAMPA FL 33606	813-251-6495
JAVIER ILLAS	5393 EHRlich RD TAMPA FL 33624	813-961-5152
JAVIER ILLAS	12205 W LINEBAUGH AVENUE TAMPA FL 33626	813-818-0370
JENNIE ILLAS RINCON	8002 CITRUS PARK DR TAMPA FL 33625	813-792-2776
JUAN C PRADO	2101 E 13TH AVENUE TAMPA FL 33605	813-248-5194
CHRISTOPHER M FROST	40728 USHY 19 N TARPON SPRINGS FL 34689	727-943-8721
FRANK F CHALFONT, JR.	1965 STATE ROAD 19 TAVARES FL 32778	352-742-2893
LEONARDO LOPEZ, JR.	91400 OVERSEAS HWY TAVERNIER FL 33070	305-852-2463
MARK F BABALIAN	4080 WEDGEWOOD LANE THE VILLAGES FL 32162	352-753-7360
MARK F BABALIAN	320 COLONY BLVD THE VILLAGES FL 32162	352-753-9225
MARK F BABALIAN	2210 EVERGLADES LANE THE VILLAGES FL 32163	352-399-5336
JOSE RODRIGUEZ	3290 GARDEN ST TITUSVILLE FL 32796	321-264-0039
SATURNINO RODRIGUEZ	3445 RONALD MCNAIR WAY TITUSVILLE FL 32780	321-268-5111
SATURNINO RODRIGUEZ	3835 S WASHINGTON AVE TITUSVILLE FL 32780	321-269-0252
LARRY D HARRISON	209 E WADE ST TRENTON FL 32693	352-463-0414
ALEXANDRA H TORRES	10727 SR 54 TRINITY FL 34655	727-376-8041
FRANK F CHALFONT, JR.	400 HATFIELD DR UMATILLA FL 32784	352-669-2442
JAVIER ILLAS	2480 LAUREL RD E VENICE FL 34275	941-484-2608
AMY RODRIGUEZ	1720 S TAMIAMI TRAIL VENICE FL 34293	941-493-4555
AMY RODRIGUEZ	4269 S TAMIAMI TR VENICE FL 34293	941-497-4776
BRENDA L SYMONS	480 N VENICE BY-PASS VENICE FL 34292	941-485-6619
BRENDA L SYMONS	325 COMMERCIAL CT VENICE FL 34292	941-486-1138
JOSE CONRADO	1925 US 1 VERO BEACH FL 32960	772-567-8878
JOSE CONRADO	754 S US 1 VERO BEACH FL 32962	772-778-4378
MARY ANN CONRADO	5280 US HWY 1 VERO BEACH FL 32967	772-770-2888
JEREMY ODOM	9080 20TH STREET VERO BEACH FL 32966	772-563-2555
CARLTON R WADE	1470 GREENVIEW SHORES BLVD WELLINGTON FL 33414	561-790-7071
CARLTON R WADE	2755 S SR 7 WELLINGTON FL 33414	561-721-8673
JOHN T FROST	27643 STATE RD 54 W WESLEY CHAPEL FL 33543	813-907-2060
JOHN T FROST	1733 BRUCE B DOWNS BLVD WESLEY CHAPEL FL 33544	813-907-9400
SAMUEL R HOUSTON	2450 W NEW HAVEN AVE WEST MELBOURNE FL 32901	321-802-5160
SAMUEL R HOUSTON	445 S WICKHAM RD WEST MELBOURNE FL 32904	321-726-5858
MICHELE K HEISNER	2421 OKEECHOBEE BOULEVARD WEST PALM BEACH FL 33401	561-686-7177
MICHELE K HEISNER	828 S MILITARY TRL WEST PALM BEACH FL 33406	561-683-7592
MICHELE K HEISNER	1775 MILITARY TRL WEST PALM BEACH FL 33409	561-684-9120
MICHELE K HEISNER	650 BELVEDERE RD WEST PALM BEACH FL 33405	561-655-1761
MICHELE K HEISNER	6581 FOREST HILL BLVD WEST PALM BEACH FL 33415	561-969-0715
MICHELE K HEISNER	100 STATE RD 7 WEST PALM BEACH FL 33414	561-795-7001
MICHELE K HEISNER	6858 OKEECHOBEE BLVD WEST PALM BEACH FL 33411	561-687-3070
MICHELE K HEISNER	1720 PALM BEACH LAKES BLVD WEST PALM BEACH FL 33401	561-640-4280
MICHELE K HEISNER	9835 OKEECHOBEE BLVD WEST PALM BEACH FL 33411	561-202-6740
CARLTON R WADE	1207 W 45TH ST WEST PALM BEACH FL 33401	561-848-1632
CARLTON R WADE	4145 BLUE HERON BLVD WEST PALM BEACH FL 33404	561-848-6783
CARLTON R WADE	4275 45TH ST WEST PALM BEACH FL 33409	561-684-7405
CARLTON R WADE	4614 HYPOLUXO ROAD WEST PALM BEACH FL 33463	561-296-0715
CARLTON R WADE	2605 S MILITARY TRAIL WEST PALM BEACH FL 33415	561-209-2520
RENE D VELIZ	326 INDIAN TRACE WESTON FL 33326-2996	954-384-4450
RAPHAEL A VAZQUEZ	2964 COUNTY RD 136 WHITE SPRINGS FL 32096-1203	386-963-1191
MARK F BABALIAN	809 E. SR44 WILDWOOD FL 34785	352-748-4288
MARK F BABALIAN	4510 MONACO WAY WILDWOOD FL 34785	352-748-1370
KENNETH KOCIAN	713 W NOBLE AVE WILLISTON FL 32696	352-528-3999
ANTHONY LOPEZ	13494 W COLONIAL DR WINTER GARDEN FL 34787	407-656-5550

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM ALAN RHINE	3325 DANIELS RD WINTER GARDEN FL 34787	407-654-1794
WILLIAM ALAN RHINE	5426 HAMLIN GROVES TRAIL WINTER GARDEN FL 34787	407-614-3326
GARY A MOULTON	245 6TH ST NW WINTER HAVEN FL 33880	863-293-1445
GARY A MOULTON	6890 CYPRESS GARDENS BLVD WINTER HAVEN FL 33884	863-324-7744
KIMBERLY MOULTON	893 CYPRESS GARDENS ROAD WINTER HAVEN FL 33884	863-294-8711
LANNY G SUMPTER	2019 SPIRIT LAKE RD WINTER HAVEN FL 33880	863-293-2328
FRANK F CHALFONT, JR.	3162 UNIVERSITY BLVD WINTER PARK FL 32792	407-679-5564
FRANK F CHALFONT, JR.	2472 ALOMA AVE WINTER PARK FL 32792	407-673-0550
JESSIKA HERNANDEZ	1302 W FAIRBANKS AVE WINTER PARK FL 32789	407-622-1359
JESSIKA HERNANDEZ	1325 TUSKAWILLA RD WINTER SPRINGS FL 32708	407-699-8855
JOSEPH LIEGEOIS	1200 E HWY 434 WINTER SPRINGS FL 32708	407-365-5700
CYNTHIA D SAMOUR	1083 N BEAL PKY WRIGHT FL 32547	850-314-9887
THOMAS M LISANTE	462570 SR 200 YULEE FL 32097	904-225-0045
THOMAS M LISANTE	463761 SR 200 YULEE FL 32097	904-225-9921
JIM J ABEDI	3316 N COBB PKY ACWORTH GA 30101	770-917-9881
CHRISTOPHER R HAMILTON	4381 ACWORTH DALLAS ROAD ACWORTH GA 30101	770-917-4645
JEFFREY HEIDRICK	5145 COWAN RD ACWORTH GA 30101-5198	678-574-0942
JEFFREY HEIDRICK	1855 MARS HILL RD ACWORTH GA 30101	770-218-9065
ANTHONY P RAFFA	5600 BELLS FERRY RD ACWORTH GA 30101	770-928-6947
JIM J ABEDI	100 PRINCETON BLVD ADAIRSVILLE GA 30103-2628	770-877-5188
WENDELL C MORGAN	110 W FOURTH ST ADEL GA 31620-2512	229-896-3034
GEORGE SUAREZ	1683 E OGLETHORPE ALBANY GA 31705	229-883-1603
GEORGE SUAREZ	1003 SOUTH SLAPPEY BLVD ALBANY GA 31701	229-883-3505
GEORGE SUAREZ	2615 DAWSON RD ALBANY GA 31707	229-432-5973
GEORGE SUAREZ	2448 N SLAPPEY BLVD ALBANY GA 31701	229-436-5522
GEORGE SUAREZ	101 S WESTOVER BLVD ALBANY GA 31707	229-903-8911
DONNIE K GRINER	401 PIERCE ST ALMA GA 31510	912-632-2444
JIM J ABEDI	5350 MCGINNIS FERRY ROAD ALPHARETTA GA 30005	770-777-0771
O STEVE AKINBORO	10975 STATE BRIDGE RD ALPHARETTA GA 30022	678-366-3340
KEITH B MULLER	5750 HWY 9 N ALPHARETTA GA 30004	678-366-3145
ROBERT W SWOSZOWSKI	2950 HOLCOMB BRIDGE RD ALPHARETTA GA 30022	770-998-7710
ROBERT W SWOSZOWSKI	12350 ARNOLD MILL RD ALPHARETTA GA 30004	770-442-1166
ROBERT W SWOSZOWSKI	5210 WINDWARD PARKWAY ALPHARETTA GA 30004	678-393-3317
ROBERT W SWOSZOWSKI	4025 NORTH POINT PARKWAY ALPHARETTA GA 30022	770-569-1624
MIRCE CURKOSKI	1310 EAST LAMAR ST AMERICUS GA 31709	229-924-9114
GEORGE SUAREZ	202 US HWY 19 S AMERICUS GA 31719	229-924-3349
WENDELL C MORGAN	730 E WASHINGTON AVE ASHBURN GA 31714-5349	229-567-2444
PAUL J MESSER, III	1124 PRINCE AVE ATHENS GA 30601	706-543-0522
PAUL J MESSER, III	150 GAINES SCHOOL RD ATHENS GA 30605	706-543-8010
PAUL J MESSER, III	1791 EPPS BRIDGE PARKWAY ATHENS GA 30606	706-227-9200
LYNN MESSER-HAWKINS	2230 W BROAD ST ATHENS GA 30601	706-549-7313
LYNN MESSER-HAWKINS	475 US HWY 29 N ATHENS GA 30601	706-549-0067
O STEVE AKINBORO	5710 FULTON INDUSTRIAL BLVD ATLANTA GA 30331	404-494-9982
DAVID CHANCELLOR	2442 MARTIN LUTHER KING DR ATLANTA GA 30331	404-691-8781
JEFFREY HEIDRICK	3510 ASHFORD DUNWOODY RD ATLANTA GA 30319	770-451-3436
JEFFREY HEIDRICK	1000 JOHNSON FERRY RD NE ATLANTA GA 30342-1606	404-250-1504
JEFFREY HEIDRICK	4010 PEACHTREE RD NE ATLANTA GA 30319-3002	404-364-0006
JEFFREY HEIDRICK	3670 CASCADE RD ATLANTA GA 30311	404-699-7481
JEFFREY HEIDRICK	5330 CAMPBELLTON-FAIRBURN ROAD ATLANTA GA 30213	770-774-2225
DJ MITCHELL	2929 PEACHTREE RD NE ATLANTA GA 30305	404-365-9727
DJ MITCHELL	1176 RALPH DAVID ABERNATHY BLVD ATLANTA GA 30310	404-755-4489
DJ MITCHELL	3324 NORTHSIDE PKWY N ATLANTA GA 30327-2207	404-869-8299
DJ MITCHELL	1105 NORTHSIDE DR ATLANTA GA 30318	404-876-6766
DJ MITCHELL	2091 STEWART AVE ATLANTA GA 30315	404-209-9002
DJ MITCHELL	2071 N DRUID HILLS ROAD NE ATLANTA GA 30329	404-315-8009
KEITH B MULLER	2210 N DRUID HILLS ROAD ATLANTA GA 30329	404-321-5188
KEITH B MULLER	2350 CHESHIRE BRIDGE ROAD NE ATLANTA GA 30324	404-929-9833
KEITH B MULLER	2881 CLAIRMONT ROAD ATLANTA GA 30345	404-320-0020
KEITH B MULLER	3334 CLAIRMONT ROAD ATLANTA GA 30329	404-320-3002
MURIEL POWELL	526 PONCE DE LEON BLVD ATLANTA GA 30308	404-874-7848
ANTHONY P RAFFA	1994 HOWELL MILL ROAD ATLANTA GA 30318	404-355-9767
DANESHA D SMITH	6360 POWER FERRY RD ATLANTA GA 30339	770-955-1732
DANESHA D SMITH	443 MORELAND AVE ATLANTA GA 30316	404-635-0700
DANESHA D SMITH	HARTSFIELD JACKSON INTERNATIONAL AIRPORT ATLANTA GA 30320	404-766-2736
DANESHA D SMITH	HARTSFIELD-JACKSON INTL AIRPORT ATLANTA GA 30320	404-761-8176
ROBERT W SWOSZOWSKI	8745 ROSWELL RD ATLANTA GA 30350	770-993-8513
ANDREW VANDER VEUR	4362 ROSWELL RD NE ATLANTA GA 30342	404-257-9440

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ANDREW VANDER VEUR	3534 MARTIN LUTHER KING DR ATLANTA GA 30331	404-691-5533
LYNN MESSER-HAWKINS	1667 ATLANTA HWY AUBURN GA 30011	678-225-7000
TIMOTHY KUTHAN	3646 WHEELER ROAD AUGUSTA GA 30909	706-854-9373
JOHN PALMACCIO	3444 MIKE PADGETT HIGHWAY AUGUSTA GA 30906	706-790-8001
JOHN B RITCHEY, JR.	1464 WALTON WAY AUGUSTA GA 30904	706-722-2747
JOHN B RITCHEY, JR.	2624 DEAN BRIDGES RD AUGUSTA GA 30906	706-793-9224
JOHN B RITCHEY, JR.	3132 PEACH ORCHARD RD AUGUSTA GA 30906	706-798-6168
JOHN B RITCHEY, JR.	3423 WRIGHTSBORO RD AUGUSTA GA 30909	706-733-5011
JOHN B RITCHEY, JR.	3357 DEANS BRIDGE RD AUGUSTA GA 30906	706-798-8071
JOHN B RITCHEY, JR.	2902 WASHINGTON ROAD AUGUSTA GA 30909	706-733-1040
JOHN B RITCHEY, JR.	4090 JIMMIE DYESS PKWY AUGUSTA GA 30909	706-210-9350
VICKI CHANCELLOR	4065 AUSTELL ROAD AUSTELL GA 30106	770-941-2934
VICKI CHANCELLOR	3677 MARATHON CIRCLE AUSTELL GA 30106	770-222-2596
RAPHAEL A VAZQUEZ	1501 E SHOTWELL BAINBRIDGE GA 31717	229-246-6100
ANTHONY ALBERT GREENWOOD	200 FORSYTH ST BARNESVILLE GA 30204	770-358-6693
DONNIE K GRINER	206 N MAIN ST BAXLEY GA 31513	912-367-9511
LYNN MESSER-HAWKINS	912 LOGANVILLE HWY BETHLEHEM GA 30620	770-307-1981
COLE MORRISON	3586 E HWY #84 BLACKSHEAR GA 31516	912-449-3397
KATE LIMA-RAPPS	19 MURPHY'S HIGHWAY BLAIRSVILLE GA 30512	706-745-3030
GEORGE SUAREZ	12310 COLUMBIA ST BLAKELY GA 39823	229-723-5700
ANDREW VANDER VEUR	10141 BLUE RIDGE HWY BLUE RIDGE GA 30513-9596	706-632-6808
LYNN MESSER-HAWKINS	3825 ATLANTA HWY BOGART GA 30622	706-613-0340
TIMOTHY J BERGL	793 E HWY 96 BONAIRE GA 31005	478-988-0313
MIKESH A PATEL	5888 HWY 53 BRASELTON GA 30517	706-658-2692
O STEVE AKINBORO	2001 ALABAMA ST BREMEN GA 30110-2504	770-537-3115
KATHERINE BOOTH MORRISON	1821 GLYNN AVE HWY 17 BRUNSWICK GA 31520	912-265-6640
KATHERINE BOOTH MORRISON	4957 NEW JESUP HWY BRUNSWICK GA 31520	912-264-1130
KATHERINE BOOTH MORRISON	260 FRONTAGE RD BRUNSWICK GA 31520	912-554-4502
KATHERINE BOOTH MORRISON	4545 ALTAMA AVE BRUNSWICK GA 31520	912-267-9021
COLE MORRISON	455 CANAL RD BRUNSWICK GA 31525	912-466-8701
ROBERT W SWOSZOWSKI	4358 BUFORD DR BUFORD GA 30518	770-945-7867
ROBERT W SWOSZOWSKI	3210 BUFORD DRIVE BUFORD GA 30519	770-945-1040
ROBERT W SWOSZOWSKI	4810 GOLDEN AVE BUFORD GA 30519	678-482-8299
TIMOTHY J BERGL	404 HWY 49 N BYRON GA 31008	478-956-4605
RAPHAEL A VAZQUEZ	390 US HWY 84 EAST CAIRO GA 31728	229-377-7277
ORESTES J RODRIGUEZ	749 HWY 53 EAST SE CALHOUN GA 30701	706-629-0858
RAPHAEL A VAZQUEZ	28 US HWY 19 SOUTH CAMILLA GA 31730	229-336-7444
DJ MITCHELL	3335 SIXES ROAD CANTON GA 30114	770-704-4885
DJ MITCHELL	2070 CUMMING HWY CANTON GA 30114	770-704-1706
DREW B MULLER	3240 RIDGE ROAD CANTON GA 30114	770-720-6060
LUKE T MULLER	1429 RIVERSTONE PKY CANTON GA 30114	770-720-8691
ANDREW VANDER VEUR	8008 CUMMING HWY CANTON GA 30115	678-493-5421
ANDREW VANDER VEUR	6126 HICKORY FLAT HIGHWAY CANTON GA 30115	770-720-3133
DAVID NEISLER	1303 S MAPLE CARROLLTON GA 30117	770-834-4109
DAVID NEISLER	1101 S PARK ST CARROLLTON GA 30117	770-832-1399
DAVID NEISLER	1175 BANKHEAD HIGHWAY CARROLLTON GA 30116-8587	770-832-1200
DAVID NEISLER	1116 N PARK ST CARROLLTON GA 30117	770-836-0101
JIM J ABEDI	11 CANYON ROAD CARTERSVILLE GA 30121	770-383-3307
CHRISTOPHER R HAMILTON	5651 HWY 20 NE CARTERSVILLE GA 30121-5212	770-386-8162
CHRISTOPHER R HAMILTON	968 CASSVILLE WHITE RD CARTERSVILLE GA 30120	770-607-2070
CHRISTOPHER R HAMILTON	1370 JOE FRANK HARRIS PKWY SE CARTERSVILLE GA 30120	770-386-7101
DJ MITCHELL	266 N DIXIE AVE CARTERSVILLE GA 30120	770-386-3975
DJ MITCHELL	1130 WEST AVE CARTERSVILLE GA 30120	770-607-5800
DAVID NEISLER	328 N MAIN CEDARTOWN GA 30125	770-748-7773
DAVID NEISLER	1498 ROME HIGHWAY CEDARTOWN GA 30125	770-749-3900
JEFFREY HEIDRICK	5493 PEACHTREE INDUSTR CHAMBLEE GA 30341	770-458-0696
DJ MITCHELL	3396 CHAMBLEE TUCKER ROAD CHAMBLEE GA 30341-4353	770-455-9030
BARRY DEGONZAGUE	1047 N 3RD AVE CHATSWORTH GA 30705-2117	706-695-7168
JAMES D AARON, JR.	106 LAFAYETTE ROAD CHICKAMAUGA GA 30707	706-375-9340
MIKESH A PATEL	502 WASHINGTON STREET CLARKESVILLE GA 30523	706-839-1856
EDWIN G STANBERRY	7 N DUVALL ST CLAXTON GA 30417	912-739-1122
MIKESH A PATEL	201 CHECHERO ST CLAYTON GA 30525	706-782-5313
MIKESH A PATEL	1550 S MAIN ST CLEVELAND GA 30528	706-865-9795
EDWIN G STANBERRY	113 NORTH SECOND STREET COCHRAN GA 31014	478-934-4848
DAVID CHANCELLOR	5115 OLD NATIONAL HWY COLLEGE PARK GA 30349	404-766-0659
ANTHONY ALBERT GREENWOOD	5174 RIVERDALE RD COLLEGE PARK GA 30349	770-909-6610
JAMES A ABBATE	3315 MACON RD COLUMBUS GA 31906	706-561-8375

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES A ABBATE	2525 AIRPORT THRUWAY COLUMBUS GA 31904	706-324-2525
JAMES A ABBATE	3450 VICTORY DRIVE COLUMBUS GA 31903-2116	706-689-3613
JAMES A ABBATE	1338 VETERANS PARKWAY COLUMBUS GA 31901	706-322-4444
JAMES A ABBATE	5628 MILGEN ROAD COLUMBUS GA 31907-1300	706-569-7887
JAMES A ABBATE	4121 BUENA VISTA RD COLUMBUS GA 31907	706-561-2488
JAMES A ABBATE	1619 BRADLEY PARK DRIVE COLUMBUS GA 31904	706-571-0064
JAMES A ABBATE	7350 VETERANS PKY COLUMBUS GA 31909	706-322-3585
JAMES A ABBATE	1436 MANCHESTER EXPRESSWAY COLUMBUS CITY GA 31904	706-324-1436
MIKESH A PATEL	30519 HWY 441 COMMERCE GA 30529	706-335-2181
LYNN V MILLER	1765 HIGHWAY 138 CONYERS GA 30094	770-483-7472
LYNN V MILLER	2320 SALEM ROAD CONYERS GA 30013	770-602-9969
BRUCE P VINEYARD, JR.	1320 KLONDIKE RD CONYERS GA 30094	770-483-0564
MIRCE CURKOSKI	1613 EAST 16TH AVENUE CORDELE GA 31015-2067	229-273-9813
MIKESH A PATEL	USHY 441 & LEVEL GROVE RD CORNELIA GA 30531	706-778-7002
JEFFREY HEIDRICK	4174 SALEM ROAD COVINGTON GA 30016	678-625-9995
LYNN V MILLER	2080 A CROWELL ROAD COVINGTON GA 30014	678-342-9898
LYNN V MILLER	10267 HIGHWAY 36 COVINGTON GA 30014	770-788-3044
LYNN V MILLER	10405 INDUSTRIAL BLVD COVINGTON GA 30014	678-625-3700
BRUCE P VINEYARD, JR.	4112 HIGHWAY 278 NE COVINGTON GA 30014	770-787-3968
DREW B MULLER	1635 BUFORD HIGHWAY CUMMING GA 30041	770-889-9500
KEITH B MULLER	660 ATLANTA RD CUMMING GA 30040	770-887-0020
KEITH B MULLER	2815 KEITH BRIDGE RD CUMMING GA 30130	770-844-9364
KEITH B MULLER	2315 BETHELVIEW ROAD CUMMING GA 30040	770-844-7327
KEITH B MULLER	2353 ATLANTA HWY CUMMING GA 30040	770-887-2755
KEITH B MULLER	4890 POST ROAD CUMMING GA 30040	770-886-3887
KEITH B MULLER	3075 OLD ATLANTA ROAD CUMMING GA 30041	678-513-3103
PAUL J MESSER, III	2443 HAMILTON MILL PKWY DACULA GA 30019	770-614-3500
PAUL J MESSER, III	615 DACULA ROAD DACULA GA 30019	770-682-0068
ROBERT W SWOSZOWSKI	36 MONTAIN ROAD DAHLONEGA GA 30533	706-864-7600
JEFFREY HEIDRICK	8872 DALLAS ACWORTH HIGHWAY DALLAS GA 30132	770-975-7395
ANTHONY P RAFFA	3036 VILLA RICA HIGHWAY DALLAS GA 30132	770-505-5233
SANDRA E TAYLOR	1125 MERCHANTS DRIVE DALLAS GA 30132	770-445-9713
BARRY DEGONZAGUE	1523 WALNUT AVE DALTON GA 30720	706-226-4825
BARRY DEGONZAGUE	1210 CLEVELAND RD DALTON GA 30720	706-278-5053
ROBERT J GOODWIN	142 CARBONDALE RD SW DALTON GA 30721-5301	706-226-0002
ROBERT J GOODWIN	3898 CLEVELAND HIGHWAY DALTON GA 30721	706-694-2393
ROBERT J GOODWIN	2531 E WALNUT AVE DALTON GA 30721	706-529-9040
KATHERINE BOOTH MORRISON	13472 HWY 251 DARIEN GA 31305	912-437-3840
GEORGE SUAREZ	460 ROUNDTREE DR SW DAWSON GA 39842	229-995-7062
KEITH B MULLER	50 GEORGIA 400 DAWSONVILLE GA 30534	706-216-1555
ANTHONY ALBERT GREENWOOD	3531 FLAT SHOALS RD DECATUR GA 30034	404-243-0390
JOHNNY HURT	2020 CANDLER ROAD DECATUR GA 30032	404-284-0217
JOHNNY HURT	2379 WESLEY CHAPEL ROAD DECATUR GA 30035	770-323-2200
JORGE L MATTEI	3893 N DRUID HILLS RD DECATUR GA 30033-3023	404-634-0089
LYNN V MILLER	2636 WESLEY CHAPEL ROAD DECATUR GA 30034	404-284-5309
KEITH B MULLER	4075 MEMORIAL DR DECATUR GA 30032	404-296-4446
KEITH B MULLER	830 COMMERCE DR DECATUR GA 30031	404-373-6860
JORGE L MATTEI	5774 BUFORD HIGHWAY DORAVILLE GA 30340	678-530-9992
JORGE L MATTEI	2772 CHAMBLEE TUCKER ROAD DORAVILLE GA 30340	770-457-1093
DONNIE K GRINER	1300 S PETERSON DOUGLAS GA 31533	912-384-4344
DAVID CHANCELLOR	9502 HWY 5 DOUGLASVILLE GA 30135	770-942-6664
DAVID CHANCELLOR	6072 FAIRBURN RD DOUGLASVILLE GA 30134-2373	770-942-5953
VICKI CHANCELLOR	2726 CHAPEL HILL RD DOUGLASVILLE GA 30135-1704	770-947-5224
MARK A MINES	2193 S HWY 441 DUBLIN GA 31040	478-272-4747
MARK A MINES	1829 VETERANS BOULEVARD DUBLIN GA 31021	478-275-0710
VIVIAN DE JESUS	2101 DULUTH HWY DULUTH GA 30096	770-814-8219
VIVIAN DE JESUS	2695 OLD PEACHTREE RD NW DULUTH GA 30097	770-232-1212
JEFFREY HEIDRICK	1963 PLEASANT HILL RD DULUTH GA 30096-4625	770-476-2040
JEFFREY HEIDRICK	3485 PEACHTREE INDUSTRIAL BLVD DULUTH GA 30096	770-476-7823
DAVID CHANCELLOR	1842 COTILLION DRIVE DUNWOODY GA 30338	770-730-0741
JEFFREY HEIDRICK	4540 ASHFORD DUNWOODY RD NE DUNWOODY GA 30346-1515	770-522-8950
ANDREW VANDER VEUR	943 MADDOX DR EAST ELLIJAY GA 30539	706-276-1133
ANTHONY ALBERT GREENWOOD	3201 CAMP CREEK PKY EAST POINT GA 30344	404-767-9464
DJ MITCHELL	834 CLEVELAND AVE EAST POINT GA 30344	404-761-4885
DANESHA D SMITH	1203 E VIRGINIA AVE EAST POINT GA 30344	404-559-9659
EDWIN G STANBERRY	400 OAK STREET SW EASTMAN GA 31023-1960	478-374-3902
MARK A MINES	105 OAK ST EATONTON GA 31024	706-485-3533

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARK A MINES	1001 LAKE OCONEE PKWY EATONTON GA 31024	706-485-5300
MIKESH A PATEL	300 ELBERT ST ELBERTON GA 30635	706-213-1010
LYNN V MILLER	71 FAIRVIEW RD ELLENWOOD GA 30281	770-507-5074
LYNN V MILLER	2773 FOREST PARKWAY ELLENWOOD GA 30294	404-363-4802
DAVID W HAMILTON	150 OLD ALLATOONA ROAD EMERSON GA 30121	770-386-2074
JOHN B RITCHEY, JR.	4264 WASHINGTON ROAD EVANS GA 30809	706-651-9292
JOHN B RITCHEY, JR.	5109 WASHINGTON ROAD EVANS GA 30809	706-868-6573
DAVID CHANCELLOR	7820 SENOIA RD FAIRBURN GA 30213	770-969-4020
MURIEL POWELL	465 N GLYNN ST FAYETTEVILLE GA 30214	770-461-4018
MURIEL POWELL	860 GLYNN STREET FAYETTEVILLE GA 30214	770-719-9985
WENDELL C MORGAN	143 OCILLA HWY FITZGERALD GA 31750	229-423-5929
PAUL J MESSER, III	7370 SPOUT SPRINGS ROAD FLOWERY BRANCH GA 30542	770-965-7070
ROBERT W SWOSZOWSKI	5915 SPOUT SPRINGS RD FLOWERY BRANCH GA 30542	770-965-4414
COLE MORRISON	300 S 2ND ST FOLKSTON GA 31537	912-496-4160
JOHNNY HURT	3907 JONESBORO RD FOREST PARK GA 30297	404-608-9981
LYNN V MILLER	4926 OLD DIXIE HWY FOREST PARK GA 30297	404-366-0789
EDWIN G STANBERRY	250 N LEE ST FORSYTH GA 31029	478-994-1513
ROBERT J GOODWIN	1179 BATTLEFIELD PKY FORT OGLETHORPE GA 30742	706-866-9581
ANTHONY ALBERT GREENWOOD	212 N CAMELLIA BLVD FORT VALLEY GA 31030-4104	478-825-1244
ROBERT W SWOSZOWSKI	707 JESSE JEWELL PARKWAY GAINESVILLE GA 30501	770-536-2382
ROBERT W SWOSZOWSKI	3183 FRONTAGE RD GAINESVILLE GA 30504	770-532-9288
ROBERT W SWOSZOWSKI	965 DAWSONVILLE HWY GAINESVILLE GA 30501	770-287-1955
ROBERT W SWOSZOWSKI	2501 THOMPSON BRIDGE RD GAINESVILLE GA 30501	678-450-4770
ROBERT W SWOSZOWSKI	2010 LIMESTONE PARKWAY NE GAINESVILLE GA 30501	770-531-0055
JOHN PALMACCIO	4612 AUGUSTA RD GARDEN CITY GA 31408	912-965-9415
EDWIN G STANBERRY	412 DOWNEY MUSGROVE HWY GLENNVILLE GA 30427	912-654-9234
EDWIN G STANBERRY	286 W CLINTON ST GRAY GA 31032	478-986-3636
LYNN MESSER-HAWKINS	1881 GRAYSON HWY GRAYSON GA 30017	678-376-0786
MARK A MINES	2331 S MAIN ST GREENSBORO GA 30642	706-453-0099
ANTHONY ALBERT GREENWOOD	611 W TAYLOR ST GRIFFIN GA 30223-2717	770-227-5173
ANTHONY ALBERT GREENWOOD	1605 N EXPY GRIFFIN GA 30223	770-229-1997
ANTHONY ALBERT GREENWOOD	1636 HWY 19 GRIFFIN GA 30223	770-228-4344
TIMOTHY KUTHAN	880 HORIZON SOUTH PKY GROVETOWN GA 30813	706-869-9634
TIMOTHY KUTHAN	465 LEWISTON RD GROVETOWN GA 30813	706-854-9844
JEFFREY HEIDRICK	11281 TARA BLVD HAMPTON GA 30228	770-472-7113
ANTHONY ALBERT GREENWOOD	309 N CENTRAL AVE HAPEVILLE GA 30274	404-766-4468
MIKESH A PATEL	19 WEST FRANKLIN HARTWELL GA 30643	706-376-2700
EDWIN G STANBERRY	204 BROAD ST HAWKINSVILLE GA 31036	478-783-4595
DONNIE K GRINER	120 S TALLAHASSEE ST HAZLEHURST GA 31539	912-375-0704
JOHN B RITCHEY, JR.	2508 TOBACCO RD HEPHIZIBAH GA 30815	706-792-9944
SUSAN M BORROW-NICHOLS	520 N MAIN STREET HIAWASSEE GA 30546	706-896-5104
ASHLEY L DODD	801 E G MILES PKY HINESVILLE GA 31313	912-332-1260
ASHLEY L DODD	751 W OGLETHORPE PKY HINESVILLE GA 31313	912-876-7595
ASHLEY L DODD	203 W OGLETHORPE HIGHWAY HINESVILLE GA 31313	912-368-3330
SANDRA E TAYLOR	4286 JIMMY LEE SMITH PKY HIRAM GA 30141	770-943-2778
JAMES A ABBATE	1829 E MAIN ST HOGANSVILLE GA 30230	706-637-8400
MIKESH A PATEL	5808 HWY 124 HOSCHTON GA 30548	706-654-7986
ANTHONY ALBERT GREENWOOD	546 E 3RD ST JACKSON GA 30233	770-775-1566
ANTHONY ALBERT GREENWOOD	113 TRUCK STOP WAY JACKSON GA 30233	770-775-9229
ANDREW VANDER VEUR	1493 W CHURCH ST JASPER GA 30143-9465	706-692-3553
LYNN MESSER-HAWKINS	4875 US HWY 129 N JEFFERSON GA 30549	706-693-4320
JAMES BOOTH	1190 E CHERRY ST JESUP GA 31545	912-427-6896
VICKI CHANCELLOR	8530 HWY 85 JONESBORO GA 30236	770-477-9293
LYNN V MILLER	7894 TARA BLVD JONESBORO GA 30236	770-478-1020
LYNN V MILLER	6670 TARA BLVD JONESBORO GA 30236	770-961-4840
DAVID J HAMILTON	2049 COBB PARKWAY KENNESAW GA 30144	770-427-6918
DAVID J HAMILTON	4050 JILES ROAD KENNESAW GA 30144	770-425-8343
DJ MITCHELL	305 BARRETT PKY KENNESAW GA 30144	770-423-9141
ANDREW VANDER VEUR	4415 WADE GREEN RD KENNESAW GA 30144-6424	770-428-8493
THOMAS M LISANTE	BUILDING 1048 KINGS BAY GA 31547-5000	912-882-2757
ADAM N FEY	SR 40 & I 95 KINGSLAND GA 31548	912-729-5878
JAMES D AARON, JR.	1101 N MAIN ST LA FAYETTE GA 30728	706-638-9493
JAMES A ABBATE	146 COMMERCE AVE LAGRANGE GA 30240	706-882-5111
JAMES A ABBATE	2408 WHITESVILLE RD LAGRANGE GA 30240	706-845-8599
JAMES A ABBATE	1797 W POINT RD LAGRANGE GA 30240	706-883-6632
JAMES A ABBATE	1502 LAFAYETTE PKWY LAGRANGE GA 30241	706-884-1614
MURIEL POWELL	5192 JONESBORO RD LAKE CITY GA 30260	404-361-0567

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
OSCAR A RODRIGUEZ	7207 LAKES BLVD LAKE PARK GA 31636-4947	229-559-1523
GEORGE SUAREZ	2 W THIGPEN AVENUE LAKELAND GA 31635	229-503-4064
MIKESH A PATEL	13786 JONES ST LAVONIA GA 30553-1112	706-356-1443
PAUL J MESSER, III	149 S CLAYTON LAWRENCEVILLE GA 30045	770-963-8377
PAUL J MESSER, III	751 PIKE ST LAWRENCEVILLE GA 30045	770-995-9410
PAUL J MESSER, III	423 SWANSON DR LAWRENCEVILLE GA 30045	770-682-0583
LYNN MESSER-HAWKINS	4915 SUGARLOAF PKY LAWRENCEVILLE GA 30045	770-277-8824
LYNN MESSER-HAWKINS	3393 SUGARLOAF PARKWAY LAWRENCEVILLE GA 30045	678-377-5836
KEITH B MULLER	1414 PLEASANT HILL RD LAWRENCEVILLE GA 30044	770-925-2638
ROBERT W SWOSZOWSKI	2370 BUFORD DRIVE NE LAWRENCEVILLE GA 30043	770-339-0111
GEORGE SUAREZ	274 US HWY 19 S LEESBURG GA 31763-4870	229-759-0026
JORGE L MATTEI	4133 LAWRENCEVILLE HWY LILBURN GA 30047	770-921-4125
KEITH B MULLER	3015 FIVE FORKS TRICKUM RD LILBURN GA 30047	770-979-5332
JIM J ABEDI	2805 LEE RD LITHIA SPRINGS GA 30122-3368	678-838-7013
O STEVE AKINBORO	834 THORNTON RD LITHIA SPRINGS GA 30122	770-739-1121
JOHNNY HURT	2826 EVANS MILL RD LITHONIA GA 30058	770-482-1457
JOHNNY HURT	2791 PANOLA RD LITHONIA GA 30038	404-376-4984
JOHNNY HURT	2964 TURNER HILL RD LITHONIA GA 30038	770-482-7676
BRUCE P VINEYARD, JR.	4850 BILL GARDNER PKY LOCUST GROVE GA 30248	678-583-1240
BRUCE P VINEYARD, JR.	2632 HIGHWAY 155 SOUTH LOCUST GROVE GA 30248	770-914-5007
BRUCE P VINEYARD, JR.	4638 ATLANTA HWY LOGANVILLE GA 30052	770-466-2002
DONNIE K GRINER	204 US HWY 1 LOUISVILLE GA 30434	478-625-7757
JEFFREY HEIDRICK	840 SE VETERANS MEMORIAL DR MABLETON GA 30126	678-398-8614
SANDRA E TAYLOR	4860 FLOYD ROAD SW MABLETON GA 30126	770-944-4853
EDWIN G STANBERRY	1450 ROCKY CREEK RD MACON GA 31206	478-788-4233
EDWIN G STANBERRY	550 GRAY HWY MACON GA 31201	478-745-6324
EDWIN G STANBERRY	2497 PIO NONO MACON GA 31206	478-765-2256
EDWIN G STANBERRY	6210 ZEBULON RD MACON GA 31210	478-238-4474
EDWIN G STANBERRY	3660 RIVERSIDE DR MACON GA 31210	478-477-5580
EDWIN G STANBERRY	5020 HARRISON RD MACON GA 31206	478-474-2396
EDWIN G STANBERRY	1670 BASS ROAD MACON GA 31210	478-477-0204
EDWIN G STANBERRY	4630 HARTLEY BRIDGE ROAD MACON GA 31216	478-784-0401
EDWIN G STANBERRY	4472 OCMULGEE BLVD MACON GA 31217	478-744-0032
BRUCE P VINEYARD, JR.	1920 EATONTON RD MADISON GA 30650	706-342-4120
ANTHONY ALBERT GREENWOOD	319 W MAIN ST MANCHESTER GA 31816	706-846-2326
JIM J ABEDI	778 WHITLOCK AVE MARIETTA GA 30064	770-425-8768
DAVID W HAMILTON	1291 BELLS FERRY RD MARIETTA GA 30066	770-423-7255
DAVID W HAMILTON	2700 WINDY HILL RD MARIETTA GA 30067	770-955-8833
JEFFREY HEIDRICK	1195 POWDER SPRGS RD MARIETTA GA 30064	770-421-0722
JEFFREY HEIDRICK	645 S COBB PKWY MARIETTA GA 30062-3768	770-424-4379
JEFFREY HEIDRICK	2375 DELK RD MARIETTA GA 30067	770-955-3486
DJ MITCHELL	3010 CANTON RD MARIETTA GA 30066	770-428-1982
ANTHONY P RAFFA	4819 LOWER ROSWELL RD MARIETTA GA 30068	770-973-1125
ANTHONY P RAFFA	3101 ROSWELL ROAD MARIETTA GA 30062-5558	770-565-8663
JOHN A RAFFA	2782 SANDY PLAINS RD MARIETTA GA 30066	770-579-7074
JOHN A RAFFA	3011 JOHNSON FERRY DR MARIETTA GA 30062	770-998-3774
TIMOTHY KUTHAN	4478 COLUMBIA RD MARTINEZ GA 30907	706-860-7949
JOHN B RITCHEY, JR.	3804 WASHINGTON RD MARTINEZ GA 30907	706-860-1481
JOHN B RITCHEY, JR.	381 FURY'S FERRY ROAD MARTINEZ GA 30907	706-860-0644
LYNN V MILLER	I 75 AT RT 20 & 81 MCDONOUGH GA 30253	770-957-2371
LYNN V MILLER	5990 E LAKE PKWY MCDONOUGH GA 30253-4802	770-898-1016
MURIEL POWELL	801 HWY 81 E MCDONOUGH GA 30252	678-583-6757
DANESHA D SMITH	1775 JONESBORO ROAD MCDONOUGH GA 30253	770-914-3021
DANESHA D SMITH	200 JONESBORO ROAD MCDONOUGH GA 30253	678-432-5610
MIRCE CURKOSKI	3 E OAK ST MCRAE GA 31055	229-868-7088
DONNIE K GRINER	1215 S LEWIS ST METTER GA 30439	912-685-4663
JAMES A ABBATE	6600 FLAT ROCK ROAD MIDLAND GA 31820	706-561-1005
ASHLEY L DODD	1369 E OGLETHORPE HWY MIDWAY GA 31320	912-880-2120
MARK A MINES	2490 N. COLUMBIA STREET MILLEDGEVILLE GA 31061	478-452-1312
MARK A MINES	611 SOUTH WAYNE ST MILLEDGEVILLE GA 31061-3905	478-452-9611
JAMES BOOTH	227 HIGHWAY 25 N MILLEN GA 30442	478-982-5106
BRUCE P VINEYARD, JR.	2025 W SPRING ST MONROE GA 30655	770-267-4668
ANTHONY ALBERT GREENWOOD	417 SPAULDING RD MONTEZUMA GA 31063	478-472-9990
JOHNNY HURT	6065 JONESBORO RD MORROW GA 30260	770-968-2812
LYNN V MILLER	2125 MT ZION PARKWAY MORROW GA 30260	770-603-3020
GEORGE SUAREZ	506 FIRST AVENUE SE MOULTRIE GA 31768	229-985-6622
WENDELL C MORGAN	609 S DAVIS ST NASHVILLE GA 31639-2444	229-686-5353

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JEFFREY HEIDRICK	58 BULLSBORO RD NEWNAN GA 30263	770-253-4326
JEFFREY HEIDRICK	3190 E HWY 34 NEWNAN GA 30264	770-502-9585
JEFFREY HEIDRICK	1721 NEWNAN CROSSING BLVD E NEWNAN GA 30265	678-423-1460
MURIEL POWELL	1425 HIGHWAY 29 S NEWNAN GA 30263-5294	770-254-1068
JEFFREY HEIDRICK	1650 INDIAN TRAIL LILBURN RD NORCROSS GA 30093-2615	770-564-3895
JORGE L MATTEI	4135 JIMMY CARTER BLVD NORCROSS GA 30093	770-723-6204
DANESHA D SMITH	7070 JIMMY CARTER BLVD NORCROSS GA 30071	770-263-0506
ANDREW VANDER VEUR	6165 MCDONOUGH BLVD NORCROSS GA 30093-1204	770-449-5359
ANDREW VANDER VEUR	5535 BUFORD HWY NORCROSS GA 30071	770-441-7634
JORGE L MATTEI	2077 N DECATUR NORTH DECATUR GA 30033-5910	404-638-6838
JEFFREY HEIDRICK	9140 HIGHWAY 29 PALMETTO GA 30268	770-463-9919
JEFFREY HEIDRICK	709 CROSSINGS E PEACHTREE CITY GA 30269	770-631-0831
JEFFREY HEIDRICK	986 CROSSTOWN COURT PEACHTREE CITY GA 30269	770-486-3800
EDWIN G STANBERRY	203 E BACON STREET PEMBROKE GA 31321	912-653-2718
ANTHONY ALBERT GREENWOOD	1413 SAMNUNN BLVD PERRY GA 31069	478-987-9587
EDWIN G STANBERRY	265 PERRY PARKWAY PERRY GA 31069	478-218-2850
JOHN PALMACCIO	903 US HWY 80 POOLER GA 31322	912-748-5441
JOHN PALMACCIO	200 POOLER PKWY POOLER GA 31322	912-450-0211
JOHN PALMACCIO	7001 HWY 21 PORT WENTWORTH GA 31407	912-963-0073
JIM J ABEDI	4021 POWDER SPRINGS RD POWDER SPRINGS GA 30127	770-439-6031
DANESHA D SMITH	5115 DALLAS HWY POWDER SPRINGS GA 30127	770-425-8173
GEORGE SUAREZ	902 W SCREVEN ST QUITMAN GA 31643	229-263-5477
DONNIE K GRINER	108 E BRAZELL STREET REIDSVILLE GA 30453	912-557-1197
KATHERINE BOOTH MORRISON	35 MONTAGUE STREET RICEBORO GA 31323	912-884-2337
EDWIN G STANBERRY	4454 US HWY 17 RICHMOND HILL GA 31324	912-445-0312
EDWIN G STANBERRY	8436 FORD AVE RICHMOND HILL GA 31324	912-756-5024
EDWIN G STANBERRY	12100 HWY 144 E RICHMOND HILL GA 31324	912-756-2218
JOHN PALMACCIO	427 SOUTH COLUMBIA STREET RINCON GA 31326	912-826-0137
JOHN PALMACCIO	2600 GA HWY 21 RINCON GA 31326	912-658-4936
CARRIE M GOODWIN	5471 ALABAMA HWY RINGGOLD GA 30736-2439	706-935-2233
JOHNNY HURT	6745 GEORGIA HWY 85 RIVERDALE GA 30274	770-997-6510
BRUCE P VINEYARD, JR.	7480 OLD NATIONAL HWY RIVERDALE GA 30296	770-907-7505
JEFFREY HEIDRICK	1050 NATHAN DEAN BYP ROCKMART GA 30153	770-684-0028
JAMES D AARON, JR.	1504 TURNER MCCALL BLVD ROME GA 30161	706-235-6445
JAMES D AARON, JR.	2847 MARTHA BERRY BLVD ROME GA 30165	706-234-1080
ASHLEY KAPLE	2215 SHORTER AVE ROME GA 30165	706-234-0622
O STEVE AKINBORO	970 MANSELL RD ROSWELL GA 30076	770-650-9950
ROBERT W SWOSZOWSKI	591 HOLCOMB BRIDGE RD ROSWELL GA 30075	770-992-2974
ROBERT W SWOSZOWSKI	1465 HOLCOMB BRIDGE RD ROSWELL GA 30076	770-650-9533
ROBERT W SWOSZOWSKI	600 WEST CROSSVILLE ROAD ROSWELL GA 30075	770-992-6121
MIKESH A PATEL	2224 WEST MAIN STREET ROYSTON GA 30662	706-245-7347
MARK A MINES	702 S HARRIS SANDERSVILLE GA 31082-1703	478-552-0700
DANESHA D SMITH	6049 ROSWELL RD NE SANDY SPRINGS GA 30328	404-252-1421
A CARTER EUBANK	475 JOHNNY MERCER BLVD SAVANNAH GA 31410	912-897-4220
A CARTER EUBANK	4735 US HWY 80 E SAVANNAH GA 31410	912-897-3550
AARON CARTER EUBANK	246 W BROUGHTON STREET SAVANNAH GA 31401	912-236-4494
JOHN PALMACCIO	2701 MONTGOMERY ST SAVANNAH GA 31405	912-233-5508
JOHN PALMACCIO	13100 ABERCORN ST EXT SAVANNAH GA 31419	912-927-0876
JOHN PALMACCIO	6740 WATERS AVENUE SAVANNAH GA 31406-2718	912-356-1219
JOHN PALMACCIO	2025 SKIDAWAY SAVANNAH GA 31404	912-234-1649
JOHN PALMACCIO	4306 OGEECHEE ROAD SAVANNAH GA 31405	912-233-3266
JOHN PALMACCIO	1 A GATEWAY BLVD E SAVANNAH GA 31419	912-961-0802
JOHN PALMACCIO	600 E DERENNE AVE SAVANNAH GA 31405	912-352-3481
JOHN PALMACCIO	7979 WHITE BLUFF ROAD SAVANNAH GA 31406	912-961-1878
JOHN PALMACCIO	5724 OGEECHEE ROAD SAVANNAH GA 31405	912-236-6594
JOHN PALMACCIO	1941 E MONTGOMERY CROSS ROAD SAVANNAH GA 31406	912-401-0734
VICKI CHANCELLOR	2907 HWY 85 SENOIA GA 30276	770-599-9135
JIM J ABEDI	5150 S. COBB DRIVE SMYRNA GA 30082	404-792-0076
JEFFREY HEIDRICK	2591 SPRING RD SMYRNA GA 30080	770-432-0374
JEFFREY HEIDRICK	3260 S COBB DRIVE SMYRNA GA 30080	678-305-9728
JOHNNY HURT	2684 MAIN ST W SNELLVILLE GA 30278	770-972-0259
JOHNNY HURT	1915 SCENIC HWY N SNELLVILLE GA 30078	770-982-6233
BRUCE P VINEYARD, JR.	3460 GEORGIA HIGHWAY 124 SNELLVILLE GA 30278	770-985-6930
KATHERINE BOOTH MORRISON	2303 DEMERE RD ST SIMONS GA 31522	912-638-3139
JAMES BOOTH	460 NORTHSIDE DRIVE E STATESBORO GA 30458	912-489-4050
JAMES BOOTH	810 ARCHWAY DRIVE STATESBORO GA 30458	912-681-2129
LYNN V MILLER	3825 HWY 138 STOCKBRIDGE GA 30281	770-389-4431

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LYNN V MILLER	1473 HUDSON BRIDGE RD STOCKBRIDGE GA 30281	678-289-5335
LYNN V MILLER	835 HIGHWAY 138 W STOCKBRIDGE GA 30281	678-289-0988
LYNN V MILLER	110 EAGLES LANDING PKWY STOCKBRIDGE GA 30281	770-389-5045
JOHNNY HURT	5225 HIGHWAY 78 STONE MOUNTAIN GA 30087-3414	770-469-3305
DJ MITCHELL	1198 S HAIRSTON RD STONE MOUNTAIN GA 30088	404-296-0606
DJ MITCHELL	919 N HAIRSTON ROAD STONE MOUNTAIN GA 30083-2801	404-292-5450
KEITH B MULLER	456 S STONE MOUNTAIN LITHONIA RD STONE MOUNTAIN GA 30087	770-498-6747
KEITH B MULLER	370 NORTH DESHON ROAD STONE MOUNTAIN GA 30087	770-465-0665
ROBERT W SWOSZOWSKI	6005 CUMMING HWY SUGAR HILL GA 30518	770-932-0480
JAMES D AARON, JR.	11240 HWY 27 SUMMERVILLE GA 30747	706-857-4343
JEFFREY HEIDRICK	1125 PEACHTREE INDUSTRIAL RD SUWANEE GA 30024	678-482-0054
JORGE L MATTEI	1050 OLD PEACHTREE ROAD SUWANEE GA 30043	678-518-5288
KEITH B MULLER	3226 LAWRENCEVILLE-SUWANEE ROAD SUWANEE GA 30024	678-546-3345
ROBERT W SWOSZOWSKI	3650 PEACHTREE PKWY SUWANEE GA 30174	770-623-4222
DONNIE K GRINER	506 S MAIN ST SWAINSBORO GA 30401	478-237-2860
JAMES BOOTH	410 W OGEECHEE SYLVANIA GA 30467	912-564-0023
GEORGE SUAREZ	617 E FRANKLIN ST SYLVESTER GA 31791	229-776-6245
DAVID NEISLER	593 CARROLLTON STREET TEMPLE GA 30179	770-562-2669
STARLA S RIDDICK	1099 HWY 19 N THOMASTON GA 30286	706-648-6050
RAPHAEL A VAZQUEZ	1680 E JACKSON ST THOMASVILLE GA 31792	229-226-8860
JOHN B RITCHEY, JR.	1940 WASHINGTON ROAD THOMSON GA 30824	706-595-6135
WENDELL C MORGAN	824 EAST 2ND STREET TIFTON GA 31794-4256	229-386-5829
WENDELL C MORGAN	1816 TIFT AVE N TIFTON GA 31794-3542	229-382-5022
WENDELL C MORGAN	2002 US HWY 82 WEST TIFTON GA 31793	229-386-4687
SUSAN M BORROW-NICHOLS	1257 BIG A ROAD TOCCOA GA 30577	706-886-6111
DAVID L BLEDSOE	5316 GA HWY 136 W TRENTON GA 30752	706-657-7984
JORGE L MATTEI	4021 LAWRENCEVILLE HIGHWAY TUCKER GA 30084-4620	770-723-0700
DJ MITCHELL	1949 MOUNTAIN INDUSTRIAL BOULEVARD TUCKER GA 30084	770-414-4286
BRUCE P VINEYARD, JR.	3893 LAVISTA RD TUCKER GA 30084	678-406-9945
DJ MITCHELL	4605 JONESBORO RD UNION CITY GA 30291	770-863-8334
GABRIEL M RODRIGUEZ	1177 N SAINT AUGUSTINE RD VALDOSTA GA 31601	229-671-9902
GABRIEL M RODRIGUEZ	715 S PATTERSON ST VALDOSTA GA 31601	229-671-9908
GABRIEL M RODRIGUEZ	4109 BEMISS RD VALDOSTA GA 31605-7846	229-671-9940
GABRIEL M RODRIGUEZ	4185 N VALDOSTA RD VALDOSTA GA 31602	229-242-8444
OSCAR A RODRIGUEZ	2102 NORTH ASHLEY ST VALDOSTA GA 31602-2607	229-671-9833
OSCAR A RODRIGUEZ	1840 WEST HILL AVE VALDOSTA GA 31601-5154	229-671-9883
DONNIE K GRINER	806 E 1ST ST VIDALIA GA 30474	912-537-8500
ANTHONY ALBERT GREENWOOD	29 VICTORY LANE VIENNA GA 31092	229-268-4916
O STEVE AKINBORO	116 CARROLLTON VILLA RICA HWY VILLA RICA GA 30180	770-459-2128
DAVID NEISLER	2480 MIRROR LAKE BLVD VILLA RICA GA 30180	770-456-2652
TIMOTHY J BERGL	1879 WATSON BLVD WARNER ROBINS GA 31093	478-922-6960
TIMOTHY J BERGL	123 RUSSELL PKY WARNER ROBINS GA 31088	478-923-4655
TIMOTHY J BERGL	3133 WATSON BLVD WARNER ROBINS GA 31093	478-971-4775
TIMOTHY J BERGL	3000 RUSSELL PARKWAY WARNER ROBINS GA 31088	478-953-9068
JOHN B RITCHEY, JR.	1018 E ROBERT TOOMBS AVE WASHINGTON GA 30673	706-678-3773
PAUL J MESSER, III	2063 EXPERIMENT STATION RD WATKINSVILLE GA 30677	706-769-9225
COLE MORRISON	2304 MEMORIAL DR WAYCROSS GA 31501	912-285-7128
COLE MORRISON	1738 S GEORGIA PKWY W WAYCROSS GA 31501	912-548-0715
JOHN PALMACCIO	1400 LIBERTY ST WAYNESBORO GA 30830	706-554-0143
LYNN MESSER-HAWKINS	8 N BROAD STREET WINDER GA 30680	770-867-6623
DREW B MULLER	9961 HWY 92 WOODSTOCK GA 30188	770-591-8074
DREW B MULLER	2105 TOWNELAKE PKY WOODSTOCK GA 30189	770-928-8510
LUKE T MULLER	12156 HIGHWAY 92 WOODSTOCK GA 30188	770-924-6912
LUKE T MULLER	931 RIDGEWALK PARKWAY WOODSTOCK GA 30076	678-494-0736
JOHN B RITCHEY, JR.	205 N MAIN ST WRENS GA 30833	706-547-4080
JOSE C AYUYU	384 WEST ROUTE 8 BARRIGADA GU 96913	671-472-2578
JOSE C AYUYU	1901 ROUTE 16 DEDEDO GU 96913	671-646-8475
JOSE C AYUYU	389 RT 4 HAGATNA GU 96910-4340	671-477-9133
JOSE C AYUYU	185 S MARINE DR TAMUNING GU 96913	671-646-4052
JOE E AYUYU, JR.	435 ROUTE 1 MARINE CORPS DRIVE YIGO GU 96929	671-653-8740
GLENN WAKI	99-115 AIEA HTS DRIVE AIEA HI 96701-3924	808-483-4759
GLENN WAKI	98-147 KAMEHAMEHA HWY AIEA HI 96701	808-483-1785
DARLENE YOSHIMOTO CHUNG	4469 WAIALO RD ELEELE HI 96705	808-335-0301
ANGELA Y BALLARD	91-1051 KEAUNUI DR EWA BEACH HI 96706	808-683-0021
MILES Y ICHINOSE	91-919 FT WEAVER ROAD EWA BEACH HI 96706-2257	808-689-8787
GRELYN ROSARIO	66-457 KAM HWY HALEIWA HI 96712	808-637-6106
PATRICK LIM	2100 KANOELEHUA AVE HILO HI 96720	808-959-6462



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICK LIM	325 E MAKAAALA ST HILO HI 96720	808-934-7200
PATRICK LIM	255 KINOOLE ST HILO HI 96720	808-935-9092
ANGELA Y BALLARD	881 FREDRICK ST HONOLULU HI 96818	808-422-2795
ANGELA Y BALLARD	4725 BOUGAINVILLE DR HONOLULU HI 96818	808-422-8119
MILES Y ICHINOSE	2915 E MANOA RD HONOLULU HI 96822	808-988-2219
VICTOR LIM	1778 ALA MOANA BLVD HONOLULU HI 96815-1605	808-973-2354
VICTOR LIM	1101 FORT STREET MALL HONOLULU HI 96813	808-532-1596
GLENN WAKI	AINA HAINA SHOPPING CENTER HONOLULU HI 96821	808-377-5101
GLENN WAKI	4618 KILAUEA AVE HONOLULU HI 96816	808-260-1243
GLENN WAKI	4561 SALT LAKE BLVD HONOLULU HI 96818	808-483-4750
GLENN WAKI	377 KEAHOLE STREET HONOLULU HI 96825	808-395-9844
ERLINDA ROSARIO	155 PUUNENE AVE KAHULUI HI 96732-2403	808-871-2198
GRELYN ROSARIO	340 DAIRY RD KAHULUI HI 96732	808-877-6498
GRELYN ROSARIO	101 PAKAULA ST KAHULUI HI 96732	808-877-5345
VICTOR LIM	406 KUULEI RD KAILUA HI 96734	808-266-4720
VINCENT LIM	1058 KEOLU DR KAILUA HI 96734-3845	808-266-4724
PATRICK LIM	75-5729 KUAKINI HWY KAILUA KONA HI 96740	808-329-3803
PATRICK LIM	75-1015 HENRY ST KAILUA KONA HI 96740-1681	808-334-0848
PATRICK LIM	74-5453 MAKALA BLVD KAILUA-KONA HI 96740	808-327-1156
DAVID LIM	65-1154 MAMALAHOA HWY KAMUELA HI 96743-2130	808-885-8824
GRELYN ROSARIO	47-250 HUI IWA STREET KANEHOE HI 96744	808-239-7774
DARLENE YOSHIMOTO CHUNG	4-0771 KUHIO HWY KAPAA HI 96746	808-822-7290
EDWARD C YAMAMURA	91-590 FARRINGTON HWY KAPOLEI HI 96707	808-674-0767
EDWARD C YAMAMURA	91-600 FARRINGTON HWY KAPOLEI HI 96707	808-674-8107
EDWARD C YAMAMURA	4600 KAPOLEI PARKWAY KAPOLEI HI 96707	808-674-4010
PATRICK LIM	16-565 OLD VOLCANO ROAD KEAAU HI 96749	808-966-8812
PATRICK LIM	81-6655 MAMALAHOA HWY KEALAKEKUA HI 96750	808-322-3364
DIANE K SUMIDA	1214 S KIHEI RD PO BOX 1105 KIHEI HI 96753	808-879-0627
GRELYN ROSARIO	885 WAINEE ST LAHAINA HI 96761	808-667-2681
GRELYN ROSARIO	4403 HONOAPIILANI HWY LAHAINA HI 96761-9255	808-669-0032
GRELYN ROSARIO	55-442 KAMEHAMEHA HIGHWAY LAIE HI 96762	808-425-4667
DARLENE YOSHIMOTO CHUNG	3-3113 KUHIO HWY LIHUE HI 96766	808-245-6123
ERLINDA ROSARIO	3320 OLD HALEAKALA HWY MAKAWAO HI 96768	808-572-1331
ANGELA Y BALLARD	95-550 LANIKUHANA AVE MILILANI HI 96789	808-625-0583
PATRICK LIM	15-2714 PAHOA VILLAGE RD PAHOA HI 96778	808-966-8812
ANGELA Y BALLARD	1131 KUALA STREET PEARL CITY HI 96782	808-453-4605
EDWARD C YAMAMURA	85-770 FARRINGTON HIGHWAY WAIANAE HI 96792	808-696-6111
EDWARD C YAMAMURA	87-2028 FARRINGTON HIGHWAY WAIANAE HI 96792	808-668-4700
DIANE K SUMIDA	2138 MAIN ST WAILUKU HI 96793	808-244-8211
DIANE K SUMIDA	790 EHA ST WAILUKU HI 96793	808-244-4682
DIANE K SUMIDA	105 KEHALANI VILLAGE DRIVE WAILUKU HI 96793	808-244-8844
VICTOR LIM	41-1033 KALANIANA'OLE HWY WAIMANALO HI 96795	808-259-8848
MILES Y ICHINOSE	94-1015 KA UKA BLVD WAIPAHU HI 96797	808-676-5944
MILES Y ICHINOSE	94-595 KAPUOHI ST WAIPAHU HI 96797	808-688-0990
MILES Y ICHINOSE	94-212 LEOKU ST WAIPAHU HI 96797	808-671-0881
JOHN Y JO	1321 HWY 169 N ALGONA IA 50511-1006	515-295-2870
DAVID G ROBERTS	3215 ADVENTURELAND DR ALTOONA IA 50009-9571	515-967-3344
DAVID G ROBERTS	3734 8TH ST SW ALTOONA IA 50009	515-957-8225
CASEY NEWMAN	160 CHAMBER DR ANAMOSA IA 52205	319-462-3589
DAVID G ROBERTS	401 ANKENY BLVD ANKENY IA 50023	515-964-5001
DAVID G ROBERTS	2502 SE DELAWARE AVE ANKENY IA 50021	515-965-5545
DAVID G ROBERTS	2625 SW STATE STREET ANKENY IA 50021	515-289-1153
STEVEN LEONARD	1510 E 7TH ST ATLANTIC IA 50022-1907	712-243-1901
JOSEPH G STEINKE	852 MIDDLE RD BETTENDORF IA 52722	563-355-7271
JOSEPH G STEINKE	2185 53RD AVE BETTENDORF IA 52722	563-332-7735
MICHELLE G MANN CASTON	1725 ROOSEVELT RD BURLINGTON IA 52601-2320	319-753-2111
MICHELLE G MANN CASTON	900 WELLSHIRE DRIVE BURLINGTON IA 52601	319-754-8279
SCOTT SOIFER	2515 MAIN ST CEDAR FALLS IA 50613-5124	319-266-6330
SCOTT SOIFER	610 W 1ST ST CEDAR FALLS IA 50613-2616	319-266-0677
SCOTT SOIFER	326 BRANDILYNN BLVD CEDAR FALLS IA 50613	319-277-1494
SCOTT SOIFER	698 GRAIN LANE CENTER POINT IA 52213	319-849-1325
STEVEN R MATHSON	1000 N 18TH ST CENTERVILLE IA 52544	641-437-4354
SCOTT SOIFER	506 ALLISON STREET CHARLES CITY IA 50616-3709	641-228-1020
JOHN Y JO	1500 N 2ND ST CHEROKEE IA 51012	712-225-1117
AARON W SMITH	1202 S 16TH ST CLARINDA IA 51632-2919	712-542-5617
RICHARD T LOMMEN, JR.	2 PLAZA DR CLEAR LAKE IA 50428-2031	641-357-6502
GLENN J KARPINSKE	729 N 2ND ST CLINTON IA 52732-3837	563-243-2229

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GLENN J KARPINSKE	1804 LINCOLN WAY CLINTON IA 52732	563-242-4455
STEVEN R MATHSON	11400 FOREST LN CLIVE IA 50325-7031	515-222-1982
DAVID G ROBERTS	1403 WALNUT ST COLFAX IA 50054	515-674-9016
JAMES W DARMODY	1751 MADISON AVENUE COUNCIL BLUFFS IA 51503	712-328-0040
JAMES W DARMODY	1607 W BROADWAY COUNCIL BLUFFS IA 51501-3821	712-322-0705
JAMES W DARMODY	610 30TH AVE COUNCIL BLUFFS IA 51501	712-366-0514
DAVID G ROBERTS	608 WYOMING AVE CRESTON IA 50801-3436	641-782-7775
JOSEPH G STEINKE	3102 W LOCUST DAVENPORT IA 52804-3348	563-386-9355
JOSEPH G STEINKE	1733 E KIMBERLY RD DAVENPORT IA 52804	563-355-6208
JOSEPH G STEINKE	2110 W KIMBERLY RD DAVENPORT IA 52806-5368	563-388-0595
JOSEPH G STEINKE	5002 WELCOME WAY DAVENPORT IA 52806	563-386-3836
JOSEPH G STEINKE	7522 NORTHWEST BLVD DAVENPORT IA 52806	563-823-0840
RICHARD T LOMMEN, JR.	915 SHORT ST DECORAH IA 52101-2412	563-382-9406
JOHN Y JO	500 HWY 39 N DENISON IA 51442	712-263-6988
SUSAN M EMICH	4201 FLEUR DR DES MOINES IA 50309	515-285-8884
SUSAN M EMICH	710 ARMY POST RD DES MOINES IA 50309	515-256-7383
STEVEN R MATHSON	6125 GRAND AVE DES MOINES IA 50312-1418	515-255-2543
STEVEN R MATHSON	3610 MERLE HAY ROAD DES MOINES IA 50310-1245	515-276-1525
STEVEN R MATHSON	4825 MERLE HAY RD DES MOINES IA 50322	515-276-1968
STEVEN R MATHSON	3275 EUCLID AVE E DES MOINES IA 50317-3845	515-265-5695
STEVEN R MATHSON	1345 E EUCLID DES MOINES IA 50316-1259	515-262-4343
STEVEN R MATHSON	601 UNIVERSITY AVE DES MOINES IA 50314	515-243-3848
DAVID G ROBERTS	3000 SE 14TH ST DES MOINES IA 50320	515-243-1137
DAVID G ROBERTS	1404 DES MOINES ST DES MOINES IA 50316	515-564-0716
DAVID G ROBERTS	3002 FOREST AVE DES MOINES IA 50311	515-279-7170
DAVID G ROBERTS	2540 E UNIVERSITY AVE DES MOINES IA 50317	515-261-3555
GLENN J KARPINSKE	1720 11TH ST DEWITT IA 52742	563-659-2730
LORRIE GORICHS	1915 JOHN F KENNEDY RD DUBUQUE IA 52002-3813	563-582-9608
LORRIE GORICHS	620 IOWA ST DUBUQUE IA 52001-4836	563-556-7437
LORRIE GORICHS	2250 FLINT HILL DR DUBUQUE IA 52003-7993	563-583-8286
LORRIE GORICHS	2060 HOLLIDAY DRIVE DUBUQUE IA 52002	563-582-6225
GLENN J KARPINSKE	1510 9TH STREET SE DYERSVILLE IA 52040	563-875-7600
JOSEPH G STEINKE	LECLAIRE RD/ 6TH AVE. ELDRIDGE IA 52748	563-285-6233
SCOTT SOIFER	350 EVANSDALE DR EVANSDALE IA 50707	319-235-5599
MICHELLE G MANN CASTON	1705 W BURLINGTON AVE FAIRFIELD IA 52556	641-472-4266
JOHN Y JO	2509 5TH AVE S FORT DODGE IA 50501-5552	515-955-2724
JOHN Y JO	107 AVE O W FORT DODGE IA 50501	515-576-6237
MICHELLE G MANN CASTON	3402 AVE L FORT MADISON IA 52627-3455	319-372-5729
AARON W SMITH	1200 S LOCUST ST GLENWOOD IA 51534	712-527-5726
DAVID G ROBERTS	101 GATEWAY DR GRIMES IA 50111	515-986-9182
DAVID G ROBERTS	706 WEST ST GRINNELL IA 50112	641-236-0920
SCOTT SOIFER	411 CENTRAL AVENUE E HAMPTON IA 50441	641-456-4122
SCOTT SOIFER	2339 JAMESTOWN AVE INDEPENDENCE IA 50644	319-334-4269
STEVEN R MATHSON	1207 N JEFFERSON INDIANOLA IA 50125-1455	515-962-5043
SCOTT SOIFER	412 N OAK ST IOWA FALLS IA 50126	641-648-3244
STEVEN R MATHSON	5494 NW 86TH ST JOHNSTON IA 50131	515-331-0250
STEVEN J MAST	1407 MAIN ST KEOKUK IA 52632	319-524-2005
STEVEN R MATHSON	1406 S LINCOLN KNOXVILLE IA 50138-3425	641-828-8444
TRINA GENDRON	1403 EAGLE RIDGE RD LE CLAIRE IA 52753	563-289-4801
MARK WHEELDON	1001 HAWKEYE AVE SW LE MARS IA 51031	712-546-8519
GLENN J KARPINSKE	1019 W PLATT ST MAQUOKETA IA 52060-2041	563-652-6500
RICHARD T LOMMEN, JR.	1651 4TH STREET SW MASON CITY IA 50401-1602	641-423-0417
RICHARD T LOMMEN, JR.	2010 SOUTH FEDERAL AVENUE MASON CITY IA 50401	641-423-6710
STEVEN LEONARD	100 N WILLOW ROAD MISSOURI VALLEY IA 51555	712-642-2711
MICHELLE G MANN CASTON	700 WOHLLEBER DRIVE MOUNT PLEASANT IA 52641	319-385-4266
SCOTT SOIFER	729 W MILWAUKEE ST NEW HAMPTON IA 50659	641-394-4057
DAVID G ROBERTS	726 1ST AVENUE E NEWTON IA 50208-3306	641-792-1205
DAVID G ROBERTS	4400 SOUTH 22ND AVE E NEWTON IA 50208	641-792-5050
STEVEN R MATHSON	2901 SUNSET NORWALK IA 50211	515-256-2692
SCOTT SOIFER	1 1ST AVE SE OELWEIN IA 50662	319-283-3425
JOHN Y JO	1006 STAKEOUT ROAD OKOBOJI IA 51355	712-332-7983
JOHN Y JO	2720 IOWA AVE N ONAWA IA 51040	712-433-2789
DAVID G ROBERTS	1220 JEFFREYS DR OSCEOLA IA 50213-9802	641-342-3992
STEVEN R MATHSON	703 A AVE W OSKALOOSA IA 52577-2031	641-673-9791
MICHELLE G MANN CASTON	222 RICHMOND ST OTTUMWA IA 52501-4226	641-682-4116
MICHELLE G MANN CASTON	2441 NORTHGATE DR OTTUMWA IA 52501-1117	641-682-6345
STEVEN R MATHSON	309 OSKALOOSA ST PELLA IA 50219	641-628-8004

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEVEN R MATHSON	325 1ST ST PERRY IA 50220-1933	515-465-9370
DAVID G ROBERTS	1055 SHERRYLYNN BLVD PLEASANT HILL IA 50317	515-263-3400
AARON W SMITH	1501 NORTH BROADWAY STREET RED OAK IA 51566	712-623-2098
STEVEN LEONARD	33300 385TH ST SHELBY IA 51570	712-207-2220
JORDAN HARTSHORN	101 34TH AVE SHELTON IA 51201	712-324-2063
ERIN BARR	504 S FREMONT SHENANDOAH IA 51601-1508	712-246-5415
JORDAN HARTSHORN	1212 N MAIN AVE SIOUX CENTER IA 51250	712-722-3031
MARK WHEELDON	3093 HAMILTON BLVD SIOUX CITY IA 51104-2407	712-255-4772
MARK WHEELDON	4105 MORNINGSIDE AVE SIOUX CITY IA 51106-2945	712-276-6795
MARK WHEELDON	607 LEWIS BLVD SIOUX CITY IA 51102	712-252-2411
MARK WHEELDON	2816 SINGING HILLS BLVD SIOUX CITY IA 51111-1034	712-252-5062
MARK WHEELDON	729 HAMILTON BLVD SIOUX CITY IA 51103	712-258-7147
MARK WHEELDON	5707 SUNNYBROOK DR SIOUX CITY IA 51106	712-276-2977
JORDAN HARTSHORN	701 11TH ST SPENCER IA 51301	712-580-8864
JORDAN HARTSHORN	800 SENECA STREET STORM LAKE IA 50588	712-732-8168
STEVEN R MATHSON	120 SE 7TH ST STUART IA 50250	515-523-2358
STEVEN R MATHSON	3441 86TH ST URBANDALE IA 50322-4005	515-252-0447
STEVEN R MATHSON	4900 NW URBANDALE DR URBANDALE IA 50322-6337	515-276-5750
SCOTT SOIFER	308 K AVENUE SOUTH VINTON IA 52349	319-472-2117
SCOTT SOIFER	1709 LAPORTE RD WATERLOO IA 50702-2717	319-232-7719
SCOTT SOIFER	3658 KIMBALL AVE WATERLOO IA 50702-5731	319-234-3517
SCOTT SOIFER	2222 LOGAN AVE WATERLOO IA 50703	319-233-9588
SCOTT SOIFER	3695 UNIVERSITY AVE WATERLOO IA 50701	319-234-1107
STEVEN R MATHSON	125 LAUREL ST WAUKEE IA 50263	515-987-3621
SCOTT SOIFER	1203 4TH STSW WAVERLY IA 50677	319-352-6977
JOHN Y JO	400 FAIR MEADOW DR WEBSTER CITY IA 50595-3161	515-832-4243
SUSAN M EMICH	1530 22ND ST WEST DES MOINES IA 50266	515-226-8357
STEVEN R MATHSON	1320 JORDAN CREEK PKWY WEST DES MOINES IA 50266	515-226-9325
STEVEN R MATHSON	745 SOUTH 51ST STREET WEST DES MOINES IA 50265	515-440-2849
TRENT CICHOS	1875 SOUTH 25TH EAST AMMON ID 83406	208-542-6246
TRENT CICHOS	1275 PARKWAY DR BLACKFOOT ID 83221-1833	208-785-0810
RYAN WILLIAM KYLE	640 E. HIGHWAY 30 BLISS ID 83314	208-352-1179
MICHAEL ALEXANDER	7222 OVERLAND RD BOISE ID 83709	208-377-1808
MICHAEL ALEXANDER	4825 NORTH GLENWOOD STREET BOISE ID 83714-1323	208-323-1094
MICHAEL ALEXANDER	1375 SOUTH BROADWAY AVENUE BOISE ID 83706-3703	208-338-9110
MICHAEL ALEXANDER	2510 FAIRVIEW AVE BOISE ID 83702	208-344-9040
MICHAEL ALEXANDER	6190 SOUTH FIVE MILE ROAD BOISE ID 83709	208-509-4962
RICHARD M DARMODY	6574 S FEDERAL WAY BOISE ID 83716	208-368-9703
RICHARD M DARMODY, JR.	510 N ORCHARD BOISE ID 83704	208-336-0711
RICHARD M DARMODY, JR.	7811 FAIRVIEW AVE BOISE ID 83704	208-376-4151
RICHARD M DARMODY, JR.	1185 VISTA AVE BOISE ID 83705-2430	208-336-4110
RICHARD M DARMODY, JR.	8571 W FRANKLIN RD BOISE ID 83709	208-375-0444
RICHARD M DARMODY, JR.	9804 FAIRVIEW AVE BOISE ID 83704	208-321-0922
WILLIAM D KYLE	706 US HWY 30 BUHL ID 83316	208-543-5505
DARREN JAMES KYLE	394 N OVERLAND AVE BURLEY ID 83318-3433	208-678-2230
RICHARD M DARMODY, JR.	2923 CLEVELAND BLVD CALDWELL ID 83605-4425	208-454-2993
RICHARD M DARMODY, JR.	612 NORTH 10TH AVE CALDWELL ID 83605	208-459-4085
MICHAEL L JOHNSON	4260 YELLOWSTONE AVENUE CHUBBUCK ID 83202-2400	208-237-2088
MARK J RAY, JR.	208 APPLEWAY AVE COEUR D ALENE ID 83814	208-664-6315
MARK J RAY, JR.	1325 W RIVERSTONE DRIVE COEUR D ALENE ID 83814	208-664-5559
MARK J RAY, JR.	340 W HANLEY ST COEUR D'ALENE ID 83814	208-772-7740
MICHAEL ALEXANDER	178 S EAGLE RD EAGLE ID 83616	208-938-0031
RICHARD M DARMODY, JR.	1460 WEST CHINDEN BOULEVARD EAGLE ID 83646	208-888-7999
MICHAEL ALEXANDER	1335 S WASHINGTON EMMETT ID 83617	208-365-1281
RYAN WILLIAM KYLE	2440 MAIN STREET GOODING ID 83330	208-934-5010
RYAN WILLIAM KYLE	720 N MAIN ST HAILEY ID 83333	208-788-5986
TRENT CICHOS	650 E 17TH ST IDAHO FALLS ID 83401	208-529-4608
TRENT CICHOS	1575 N GATE MILE IDAHO FALLS ID 83401	208-524-2757
TRENT CICHOS	1485 W BROADWAY IDAHO FALLS ID 83402	208-522-1621
TRENT CICHOS	6737 SOUTH 45TH WEST IDAHO FALLS ID 83402	208-542-4402
RYAN WILLIAM KYLE	2611 S LINCOLN ST JEROME ID 83338	208-324-5505
TIM SKUBITZ	820 W CAMERON KELLOGG ID 83837	208-784-4431
RICHARD M DARMODY, JR.	1311 N MERIDIAN ROAD KUNA ID 83634	208-922-4766
DAVID R KEIL	711 21ST STREET LEWISTON ID 83501-3322	208-743-8181
DAVID R KEIL	119 THAIN ROAD LEWISTON ID 83501	208-746-3032
RICHARD M DARMODY, JR.	195 E CENTRAL DR MERIDIAN ID 83642	208-888-4348
RICHARD M DARMODY, JR.	1710 E FAIRVIEW AVE MERIDIAN ID 83642	208-887-1565

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD M DARMODY, JR.	3100 E MAGIC VIEW DR MERIDIAN ID 83642	208-288-1687
RICHARD M DARMODY, JR.	3415 W CHERRY LANE MERIDIAN ID 83642	208-884-0089
RICHARD M DARMODY, JR.	3251 E USTICK RD MERIDIAN ID 83646	208-895-8484
JOHN M MILLS	1404 MOSCOW-PULLMAN HIGHWAY MOSCOW ID 83843	208-882-2900
JOHN M MILLS	862 TROY ROAD MOSCOW ID 83843	208-882-1953
RYAN WILLIAM KYLE	755 AIR BASE RD MOUNTAIN HOME ID 83647	208-587-8942
RYAN WILLIAM KYLE	2840 AMERICAN LEGION BLVD MOUNTAIN HOME ID 83647	208-587-8650
RICHARD M DARMODY, JR.	148 CALDWELL BLVD NAMPA ID 83651-2333	208-467-2012
RICHARD M DARMODY, JR.	1108 12TH AVE S NAMPA ID 83651-4686	208-463-4077
RICHARD M DARMODY, JR.	4412 GARRITY BLVD NAMPA ID 83687	208-466-9096
RICHARD M DARMODY, JR.	16801 N MARKETPLACE BLVD NAMPA ID 83687	208-442-7844
JAMESON JOHNSON	1011 S 5TH POCATELLO ID 83201-6636	208-232-8268
MARY JOHNSON	831 YELLOWSTONE HWY POCATELLO ID 83201-4414	208-233-3642
TIM SKUBITZ	205 BONNER MALL WAY PONDERAY ID 83852-9748	208-263-5614
MARK J RAY, JR.	3820 W 5TH AVE POST FALLS ID 83854	208-773-9213
MARK J RAY, JR.	1615 E SELTICE WAY POST FALLS ID 83854	208-773-5435
TIM SKUBITZ	7120 WEST MAIN ST RATHDRUM ID 83858	208-687-5560
TRENT CICHOS	175 VALLEY RIVER DR REXBURG ID 83440	208-356-0060
TRENT CICHOS	850 UNIVERSITY BLVD REXBURG ID 83440	208-356-6141
MICHAEL ALEXANDER	10474 W STATE ST STAR ID 83669	208-350-6357
DARREN JAMES KYLE	305 BLUE LAKES BLVD N TWIN FALLS ID 83301-4828	208-734-5588
DARREN JAMES KYLE	869 POLE LINE RD TWIN FALLS ID 83301	208-734-5585
DARREN JAMES KYLE	110 ADDISON AVE WEST TWIN FALLS ID 83301	208-733-0088
DARREN JAMES KYLE	3234 KIMBERLY ROAD TWIN FALLS ID 83301	208-933-2030
JORGE J RIBEIRO	406 E MAIN ST WEISER ID 83672	208-549-1636
JOHN M MORELAND	40 W MAIN ST ALBION IL 62806	618-445-4041
TRINA GENDRON	1402 SE THIRD STREET ALEDO IL 61231	309-582-2359
GUY T BUCCIFERRO, III	125 S RANDALL RD ALGONQUIN IL 60102	847-658-8099
JOHN J DAKAJOS	11850 SOUTH PULASKI AVENUE ALSIP IL 60803	708-389-4949
BLAKE W LINDERS	1010 S MAIN ALTAMONT IL 62411	618-483-5354
MALCOLM R BOLD	2400 HOMER ADAMS PKY ALTON IL 62002-5614	618-465-8911
MALCOLM R BOLD	717 E BROADWAY ALTON IL 62002	618-465-7326
BRADLEY SHORT	510 E VIENNA ANNA IL 62906-2000	618-833-7922
JAYME SCHENK	1150 MAIN STREET ANTIOCH IL 60002	847-395-3200
BLAKE W LINDERS	550 E SPRINGFIELD RD ARCOLA IL 61910	217-268-5020
DAVID A BEAR	15 E DUNDEE RD ARLINGTON HEIGHTS IL 60004-1539	847-749-3105
LAURA HERRERA	1920 N ARLINGTON HEIGHTS RD ARLINGTON HEIGHTS IL 60004-3107	847-394-8676
TANYA LAWRENCE	45 E GOLF RD ARLINGTON HEIGHTS IL 60005-4001	847-427-8773
RICHARD C SCHMITT	1023 N LAKE ST AURORA IL 60506-2415	630-897-7911
RICHARD C SCHMITT	1185 N FARNSWORTH AURORA IL 60505	630-499-5490
RICHARD C SCHMITT	711 E NEW YORK ST AURORA IL 60505	630-375-9983
RICHARD C SCHMITT	GALENA & LOCUST AURORA IL 60506	630-801-1641
RICHARD C SCHMITT	1505 BUTTERFIELD ROAD AURORA IL 60504	630-851-0663
RICHARD C SCHMITT	2230 S EOLA ROAD AURORA IL 60503	630-229-6571
EDWARD H SCHMITT, JR.	4440 FOX VALLEY SHCTR AURORA IL 60507	630-851-8080
EDWARD H SCHMITT, JR.	2595 OGDEN AVE AURORA IL 60504	630-585-8283
EDWARD H SCHMITT, JR.	425 N EOLA AURORA IL 60504	630-499-8121
EDWARD H SCHMITT, JR.	2095 W. GALENA BLVD AURORA IL 60506	630-859-1778
RICHARD F PRUCNAL	2587 WAUKEGAN ROAD BANNOCKBURN IL 60015	847-236-0461
DAVID A BEAR	227 W NORTHWEST HWY BARRINGTON IL 60010-3168	847-381-4488
NATHAN PAPPAS	1205 W GARFIELD BARTONVILLE IL 61607-1748	309-697-9594
NATHAN PAPPAS	5600 S WASHINGTON ST BARTONVILLE IL 61607	309-633-5600
ANTHONY J LARDAS	125 W WILSON BATAVIA IL 60510	630-879-0024
WILLIAM H MCESSY	39082 N SHERIDAN RD BEACH PARK IL 60099-3787	847-746-8430
MICHAEL P KASPRZYK	1 PLAZA STREET BEARDSTOWN IL 62618	217-323-5955
LAWRENCE L LINMAN	901 DIXIE HIGHWAY BEECHER IL 60401	708-946-1539
STEPHANIE BISHOP	1153 N GREEN MOUNT RD BELLEVILLE IL 62221	618-628-8375
JAMES ESTEL WILLIAMS, JR.	4422 W MAIN ST BELLEVILLE IL 62223-5505	618-416-0907
JAMES ESTEL WILLIAMS, JR.	125 S BELT EAST BELLEVILLE IL 62220	618-235-6226
JAMES ESTEL WILLIAMS, JR.	906 CARLYLE AVE BELLEVILLE IL 62221	618-277-7897
JAMES ESTEL WILLIAMS, JR.	7301 WESTFIELD PLZ BELLEVILLE IL 62222	618-233-9696
GIANNA FUNKHOUSER	520 25TH STREET BELLWOOD IL 60104	708-493-2840
GUY T BUCCIFERRO, III	1313 N STATE ST BELVIDERE IL 61008-2002	815-544-0141
GUY T BUCCIFERRO, III	5111 PEARL ST BELVIDERE IL 61008-9260	815-544-1972
GUY T BUCCIFERRO, III	240 W CHRYSLER DR BELVIDERE IL 61008	815-547-5254
DENNIS CHA	302 W IRVING PARK ROAD BENSENVILLE IL 60106	630-422-7220
CHRISTOPHER PRUCNAL	630 N RT 83 BENSENVILLE IL 60106	630-694-1448

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JASON NELSON	5707 ST CHARLES RD BERKELEY IL 60163-1113	708-544-9706
JOHNNIE TOM	7135 W ROOSEVELT RD BERWYN IL 60402	708-749-1555
JOHNNIE TOM	7181 W CERMAK RD BERWYN IL 60402-2103	708-484-9716
MALCOLM R BOLD	2 PLAZA DRIVE BETHALTO IL 62010	618-377-2216
DAVID A BEAR	72 STRATFORD SQUARE DR BLOOMINGDALE IL 60108-2201	630-980-3525
EDGAR O HERRERA	101 E LAKE ST BLOOMINGDALE IL 60108	630-539-6440
MIKEL A PETRO	525 BROCK DR BLOOMINGTON IL 61701-2640	309-829-8613
MIKEL A PETRO	2507 E OAKLAND AVE BLOOMINGTON IL 61701	309-662-3114
MIKEL A PETRO	1610 E EMPIRE BLOOMINGTON IL 61701	309-663-8450
MIKEL A PETRO	2410 S MAIN BLOOMINGTON IL 61701	309-828-1616
MIKEL A PETRO	3102 E EMPIRE STREET BLOOMINGTON IL 61704	309-661-2004
KATINA STEVENS-KAVOORAS	11920 S WESTERN AVE BLUE ISLAND IL 60406-1117	708-371-6118
JOHN CARNAGIO	840 E BOUGHTON ROAD BOLINGBROOK IL 60440	630-783-1629
JOHN CARNAGIO	575 MAIN ST NW BOURBONNAIS IL 60914-2305	815-932-6575
JOHN CARNAGIO	2050 N STATE ROAD 50 BOURBONNAIS IL 60914	815-929-7420
JOHN CARNAGIO	1180 N KINZIE BRADLEY IL 60915-1237	815-937-1180
MARVIN SPENCE	285 W FRONT ST BRAIDWOOD IL 60408	815-458-0802
DAVID GLENN EMBRY	681 N 12TH STREET BREESE IL 62230	618-526-8243
JEFF JANCIK	7920 WEST 79TH ST BRIDGEVIEW IL 60455	708-496-1777
JEFF JANCIK	7701 SOUTH HARLEM BRIDGEVIEW IL 60455	708-701-2991
JOHNNIE TOM	8611 S HARLEM AVENUE BRIDGEVIEW IL 60455	708-599-1750
DENNIS CHA	6200 BROADVIEW VILLAGE SQUARE BROADVIEW IL 60155	708-338-2523
DAVID A BEAR	1200 N ARLINGTON HEIGHTS RD BUFFALO GROVE IL 60089	847-821-2002
RANDY CONN	5355 W 79TH ST BURBANK IL 60459-1452	708-425-6966
BENJAMIN FREEMAN	9101 S. KINGERY HIGHWAY BURR RIDGE IL 60527	630-601-7912
GUY T BUCCIFERRO, III	105 N UNION STREET BYRON IL 61010	815-234-2004
JAMES ESTEL WILLIAMS, JR.	1110 CAMP JACKSON RD CAHOKIA IL 62206-2230	618-337-9150
AKINS AKINNAGBE	656 RIVER OAKS DR CALUMET CITY IL 60409-5712	708-862-9707
SARGON MANDO	2004 SIBLEY BLVD CALUMET CITY IL 60409-2115	708-730-0188
AKINS AKINNAGBE	12700 S ASHLAND CALUMET PARK IL 60827	708-388-6114
NATHAN PAPPAS	10 E SYCAMORE CANTON IL 61520-1267	309-647-8333
STEPHANIE BISHOP	1396 E MAIN ST CARBONDALE IL 62901-3155	618-457-5220
STEPHANIE BISHOP	1920 S ILLINOIS AVE CARBONDALE IL 62901	618-457-7344
JAMES ESTEL WILLIAMS, JR.	733 W MAIN CARLINVILLE IL 62626-1259	217-854-4481
DAVID GLENN EMBRY	18010 WILLIAM RD CARLYLE IL 62231	618-594-4474
JOHN M MORELAND	1300 W MAIN ST / RT 4 BOX 15 CARMIL IL 62821-1376	618-382-8054
RICHARD A O'KEEFE	1335 COUNTY FARM RD CAROL STREAM IL 60188	630-830-8810
GUY T BUCCIFERRO, III	2290 RANDALL RD CARPENTERSVILLE IL 60110	847-836-0901
STEPHANIE BISHOP	400 E PLAZA DR CARTERVILLE IL 62918	618-985-2070
NONDAS J PLESLOTIS	678 NORTHWEST HWY CARY IL 60013	847-639-1181
NICHOLAS J KASPRZYK	940 N RTE 49 CASEY IL 62420	217-932-5999
STEPHANIE BISHOP	1 RAUCKMAN DRIVE CASEYVILLE IL 62232	618-397-8903
TINA SHORT	810 E BROADWAY CENTRALIA IL 62801-3327	618-532-6511
TINA SHORT	1485 W BROADWAY CENTRALIA IL 62801	618-532-2222
BLAKE W LINDERS	1605 S NEIL CHAMPAIGN IL 61820-7250	217-356-6679
BLAKE W LINDERS	501 NORTH MATTIS CHAMPAIGN IL 61821	217-359-0588
BLAKE W LINDERS	1812 N NEIL CHAMPAIGN IL 61820-7817	217-359-5251
BLAKE W LINDERS	2909 W KIRBY AVE CHAMPAIGN IL 61820	217-359-3856
BLAKE W LINDERS	4910 N MARKET STREET CHAMPAIGN IL 61820	217-643-7918
BLAKE W LINDERS	906 BLOOMINGTON ROAD CHAMPAIGN IL 61821	217-355-4862
BLAKE W LINDERS	616 E GREEN ST CHAMPAIGN IL 61820	217-384-4834
MARVIN SPENCE	24061 W EAMES CHANNAHON IL 60410	815-467-7995
MARVIN SPENCE	26953 WEST EAMES CHANNAHON IL 60410	815-467-8109
BLAKE W LINDERS	12 W LINCOLN CHARLESTON IL 61920-3039	217-348-0215
MICHAEL P KASPRZYK	490 N MAIN ST CHATHAM IL 62629	217-483-7159
PAUL D BREZNAVY	504 HOSELTON DR CHENOA IL 61726	815-945-2222
CHRISTINA HURST	2208 STATE ST CHESTER IL 62233	618-826-2895
AKINS AKINNAGBE	9560 S HALSTED STREET CHICAGO IL 60628-1028	773-881-4245
AKINS AKINNAGBE	4158 S ASHLAND CHICAGO IL 60609-2330	773-847-2763
AKINS AKINNAGBE	5153 W CHICAGO AVE CHICAGO IL 60651-2904	773-287-4687
AKINS AKINNAGBE	11421 S HALSTED CHICAGO IL 60628-5201	773-568-4663
AKINS AKINNAGBE	23 N WESTERN AVENUE CHICAGO IL 60612-2200	312-243-3599
AKINS AKINNAGBE	3200 W ROOSEVELT CHICAGO IL 60624-4332	773-533-5336
AKINS AKINNAGBE	5015 W MADISON CHICAGO IL 60644	773-378-1470
ELLEN M AL-HAJJE	4320 N CICERO CHICAGO IL 60651	773-657-3550
ELLEN M AL-HAJJE	3154 W FOSTER CHICAGO IL 60625-4107	773-539-4046
MOHAMAD R AL-HAJJE	3855 W LAWRENCE AVE CHICAGO IL 60625-6228	773-866-0523

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MOHAMAD R AL-HAJJE	3122 W TOUHY AVE CHICAGO IL 60645-2836	773-743-5792
MOHAMAD R AL-HAJJE	6900 N WESTERN AVE CHICAGO IL 60645-4711	773-743-5784
RANDY CONN	6430 S CICERO CHICAGO IL 60638	773-284-8996
RANDY CONN	1637 W 95TH ST CHICAGO IL 60643	773-429-1300
JOHN J DAKAJOS	10320 S KEDZIE AVE CHICAGO IL 60655-2016	773-238-1216
JOHN J DAKAJOS	6720 W ARCHER AVE CHICAGO IL 60638	773-229-9841
JOHN J DAKAJOS	6737 SOUTH PULASKI AVENUE CHICAGO IL 60629-4152	773-284-9350
JOHN J DAKAJOS	4334 WEST 26TH STREET CHICAGO IL 60623	773-762-9211
JOHN J DAKAJOS	5253 S PULASKI CHICAGO IL 60632	773-284-9684
JOHN J DAKAJOS	2315 W. OGDEN AVE CHICAGO IL 60608	312-733-7712
PHILIP K FUENTES	8415 S PULASKI RD CHICAGO IL 60652-3119	773-284-1331
PHILIP K FUENTES	5624 W ROOSEVELT RD CHICAGO IL 60644	773-366-8949
PHILIP K FUENTES	2844 W. 47TH STREET CHICAGO IL 60632	773-523-2865
GIANNA FUNKHOUSER	3241 W PETERSON CHICAGO IL 60659	773-588-8860
GIANNA FUNKHOUSER	600 E GRAND AVE CHICAGO IL 60611	312-505-0694
GIANNA FUNKHOUSER	MCCORMICK PLACE CHICAGO IL 60616	312-833-1741
ROSE FUNKHOUSER	2600 WEST ADDISON CHICAGO IL 60618-5905	773-477-8687
STEVEN FUNKHOUSER	6125 N MILWAUKEE AVE CHICAGO IL 60646	773-631-7817
STEVEN FUNKHOUSER	1563 N WELLS CHICAGO IL 60610	312-266-2633
STEVEN FUNKHOUSER	1831 W DEVON CHICAGO IL 60660	773-381-2252
STEVEN FUNKHOUSER	119 NORTH WABASH CHICAGO IL 60602	312-977-1970
VINCENT HALE	2425 E 79TH ST CHICAGO IL 60649	773-768-0153
VINCENT HALE	7601 S VINCENNES AVE CHICAGO IL 60620-1622	773-723-4700
VINCENT HALE	8321 SOUTH ASHLAND CHICAGO IL 60620	773-779-2888
VINCENT HALE	600 E 115TH ST CHICAGO IL 60628-5702	773-995-8586
VINCENT HALE	1951 E 95TH ST CHICAGO IL 60617	773-768-3355
VINCENT HALE	2525 S MARTIN LUTHER KING DR CHICAGO IL 60616	312-842-8643
VINCENT HALE	9211 S COMMERCIAL CHICAGO IL 60617-4509	773-375-7700
VINCENT HALE	7832 S WESTERN CHICAGO IL 60620-5822	773-476-1196
VINCENT HALE	O'HARE AIRPORT, TERMINAL 5 ARRIVALS CHICAGO IL 60666	773-894-3432
VINCENT HALE	TERMINAL 1 CONCOURSE C CHICAGO IL 60666	773-686-1540
VINCENT HALE	7900 S MARTIN LUTHER KING DR CHICAGO IL 60619	773-651-3365
VINCENT HALE	233 N MICHIGAN CHICAGO IL 60601	312-540-0721
VINCENT HALE	36 W 95TH STREET CHICAGO IL 60628	773-568-7910
VINCENT HALE	144 S. WABASH CHICAGO IL 60604	312-727-0300
EDGAR O HERRERA	5733 S KEDZIE AVE CHICAGO IL 60639	773-471-1858
EDGAR O HERRERA	3245 W NORTH AVENUE CHICAGO IL 60641	773-227-8928
LAURA HERRERA	TERM 3 CONC L CHICAGO IL 60666	773-601-9000
LAURA HERRERA	TERMINAL 3 CONCOURSE K CHICAGO IL 60666	773-686-1176
LAURA HERRERA	TERM 3 CONC H CHICAGO IL 60666	773-686-1161
LAURA HERRERA	TERM 1 CONC B CHICAGO IL 60666	773-686-1130
LAURA HERRERA	TERMINAL 2 CONCOURSE E-F CHICAGO IL 60666	773-601-9004
LAURA HERRERA	O'HARE TERMINAL 3 CONC H/K APEX CHICAGO IL 60666	773-462-0123
JANET KARAVITES	5130 N SHERIDAN RD CHICAGO IL 60640-3114	773-275-9035
JANET KARAVITES	6231 N BROADWAY CHICAGO IL 60660-1902	773-743-1316
JANET KARAVITES	6740 N CLARK CHICAGO IL 60626-3211	773-743-6932
JANET KARAVITES	1004 W WILSON CHICAGO IL 60640-5615	773-275-9885
JANET KARAVITES	2350 N CENTRAL CHICAGO IL 60639-2934	773-622-4405
NICHOLAS KARAVITES	2635 N CLARK ST CHICAGO IL 60614-1524	773-549-6272
NICHOLAS KARAVITES	5614 N CLARK ST CHICAGO IL 60660-4109	773-989-9250
NICHOLAS KARAVITES	5133 W NORTH AVE CHICAGO IL 60639-4435	773-237-8655
NICHOLAS KARAVITES	10 E CHICAGO AVE CHICAGO IL 60611-2009	312-649-9262
NICHOLAS KARAVITES	4946 N MILWAUKEE AVENUE CHICAGO IL 60630-2115	773-777-2327
NICHOLAS KARAVITES	600 N CLARK CHICAGO IL 60610-3702	312-867-0455
NICHOLAS KARAVITES	645 N MCCLURG CT CHICAGO IL 60611-3000	312-944-5665
NICHOLAS KARAVITES	3020 S HALSTED ST CHICAGO IL 60608	312-949-9774
NICHOLAS KARAVITES	3548-3550 N CICERO CHICAGO IL 60641	773-283-0149
NICHOLAS KARAVITES	1380 W LAKE STREET CHICAGO IL 60607	312-243-0453
NICHOLAS KARAVITES	203 N LASALLE ST CHICAGO IL 60601	312-332-0482
NICHOLAS KARAVITES	1035 W RANDOLPH CHICAGO IL 60607	312-291-9224
TANYA LAWRENCE	2317 N CICERO CHICAGO IL 60639-3329	773-637-3590
TANYA LAWRENCE	4550 N CUMBERLAND CHICAGO IL 60656	773-625-4343
TANYA LAWRENCE	1951 N WESTERN AVE CHICAGO IL 60647-4331	773-276-2366
TANYA LAWRENCE	2834 N ASHLAND AVE CHICAGO IL 60657-4042	773-528-7503
TANYA LAWRENCE	2005 W CHICAGO AVE CHICAGO IL 60622-5549	312-226-4818
TANYA LAWRENCE	111 W JACKSON CHICAGO IL 60604	312-922-1648
TANYA LAWRENCE	1737 W FULLERTON CHICAGO IL 60614	773-244-4001

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TANYA LAWRENCE	4601 W DIVERSEY CHICAGO IL 60639	773-394-0991
TANYA LAWRENCE	3610 N. CLARK ST. CHICAGO IL 60613	773-883-4770
RODNEY LUBEZNIK	180 W ADAMS CHICAGO IL 60603-3602	312-580-0773
RODNEY LUBEZNIK	4047 EAST 106TH STREET CHICAGO IL 60617-6341	773-721-7171
RODNEY LUBEZNIK	225 S CANAL ST CHICAGO IL 60606	312-627-9234
RODNEY LUBEZNIK	23 S CLARK CHICAGO IL 60603	312-580-0214
SARGON MANDO	1443 E 87TH ST CHICAGO IL 60619-6546	773-221-2541
SARGON MANDO	6336 S ASHLAND CHICAGO IL 60636-2725	773-436-2519
SARGON MANDO	3540 N HARLEM AVE CHICAGO IL 60634-3629	773-622-8811
SARGON MANDO	6900 S LAFAYETTE CHICAGO IL 60621-3782	773-994-0690
SARGON MANDO	5656 W IRVING PARK RD CHICAGO IL 60634-2741	773-545-8686
SARGON MANDO	70 E GARFIELD CHICAGO IL 60615-4613	773-924-0821
SARGON MANDO	29 E 87TH ST CHICAGO IL 60619-6603	773-783-4595
SARGON MANDO	2754 N NARRAGANSETT CHICAGO IL 60639	773-237-1500
SARGON MANDO	207 E 35TH ST CHICAGO IL 60653	312-842-8040
SARGON MANDO	65TH & WESTERN CHICAGO IL 60636	773-434-6048
MICHAEL J OJEDA	2707 N MILWAUKEE AVE CHICAGO IL 60647	773-342-4052
MICHAEL J OJEDA	4338 W NORTH AVE CHICAGO IL 60639-4855	773-384-8165
MICHAEL J OJEDA	4546 N KEDZIE AVE CHICAGO IL 60625	773-583-4395
YOLANDA TRAVIS	6560 S STONEY ISLAND AVE CHICAGO IL 60637	773-493-5800
YOLANDA TRAVIS	740 E 47TH ST CHICAGO IL 60653	773-924-6070
YOLANDA TRAVIS	5200 S LAKE PARK CHICAGO IL 60615	773-288-2161
TONNETTE WILLIAMS	4704 S CICERO AVENUE CHICAGO IL 60638	773-284-9713
DERRICK D LOTT	19767 S HALSTED STREET CHICAGO HEIGHTS IL 60411	708-754-5572
PAUL D BREZNAVY	402 W CLOVERDALE CHILLICOTHE IL 61523	309-274-4070
PHILIP K FUENTES	5500 W CERMAK RD CICERO IL 60804	708-298-9632
PHILIP K FUENTES	2827 S CICERO CICERO IL 60804	708-863-6227
MIKEL A PETRO	HIGHWAY 54 WEST CLINTON IL 61727	217-935-8522
MARVIN SPENCE	2 SOUTH BROADWAY COAL CITY IL 60416	815-634-4412
MARY N MURRAY	503 BELT LINE RD COLLINSVILLE IL 62234-4411	618-345-7773
MARY N MURRAY	520 RAMADA BLVD COLLINSVILLE IL 62234	618-345-4131
FRANCIS RUIZ	300 COLUMBIA CENTER COLUMBIA IL 62236-9803	618-281-4222
CHRISTINE M LOTT	4239 W 167TH STREET COUNTRY CLUB HILLS IL 60478	708-206-1035
KATINA STEVENS-KAVOORAS	5701 S LAGRANGE RD COUNTRYSIDE IL 60525-4063	708-352-8875
KATINA STEVENS-KAVOORAS	13630 S CICERO AVE CRESTWOOD IL 60445-1937	708-371-0650
BENJAMIN FREEMAN	1350 STEGER RD CRETE IL 60417-1357	708-672-4500
NONDAS J PLESLOTIS	230 N RT 31 CRYSTAL LAKE IL 60014	815-455-2599
NONDAS J PLESLOTIS	7617 RT 14 CRYSTAL LAKE IL 60012	815-479-9532
DEANNA R WITZEL	109 SOUTH GILBERT STREET DANVILLE IL 61832-6229	217-446-4084
DEANNA R WITZEL	3195 NORTH VERMILION STREET DANVILLE IL 61832-1312	217-446-0043
DEANNA R WITZEL	101 N. BOWMAN AVENUE DANVILLE IL 61832	217-446-4520
NICHOLAS KORY	809 PLAINFIELD RD DARIEN IL 60561-4215	630-969-7690
ANDREW BIRSCHBACH	1835 E EL DORADO DECATUR IL 62521-2125	217-423-1775
ANDREW BIRSCHBACH	3005 N WATER ST DECATUR IL 62526-2464	217-877-9259
ANDREW BIRSCHBACH	962 W ELDORADO DECATUR IL 62522-2162	217-422-8149
ANDREW BIRSCHBACH	1909 MOUNT ZION RD DECATUR IL 62521-9718	217-864-4937
GARY G BIRSCHBACH	4030 EAST BOYD ROAD DECATUR IL 62521	217-872-1974
CHRISTOPHER PRUCNAL	50 S WAUKEGAN RD DEERFIELD IL 60015-5216	847-945-2112
JULIE LARDAS-BASDEN	805 W LINCOLN HWY DEKALB IL 60115	815-756-5202
JULIE LARDAS-BASDEN	545 E LINCOLN HWY DEKALB IL 60115	815-758-5751
JULIE LARDAS-BASDEN	2700 CREGO RD DEKALB IL 60115	815-758-4900
CHRISTINE K SCHENK	444 S RIVER RD DES PLAINES IL 60016-4731	847-827-1220
MICHAEL SCHENK	1101 OAKTON STREET DES PLAINES IL 60018	847-297-5630
MICHAEL SCHENK	725 W GOLF RD DES PLAINES IL 60016-2414	847-439-6141
MICHAEL SCHENK	3067 MANNHEIM ROAD DES PLAINES IL 60018-3605	847-824-8800
NANCY PLOCK	207 N GALENA DIXON IL 61021-2119	815-288-4683
SARGON MANDO	226 SIBLEY BLVD DOLTON IL 60419	708-849-2134
JOHN CARNAGIO	225 E OGDEN AVE DOWNERS GROVE IL 60515-3144	630-969-6310
JOHN CARNAGIO	2535 OGDEN AVE DOWNERS GROVE IL 60515	630-964-7433
TINA SHORT	825 S WASHINGTON ST DU QUOIN IL 62832	618-542-4511
PAUL D BREZNAVY	RT 1 BOX 122 NORTHBROOK DRIVE DWIGHT IL 60420	815-584-9008
MARY N MURRAY	102 NIAGARA AVE EAST ALTON IL 62024	618-259-1075
KEVIN L MURPHY	727 AVENUE OF THE CITIES EAST MOLINE IL 61244	309-755-8820
TERRY CLARK	2601 E WASHINGTON EAST PEORIA IL 61611	309-699-0721
TERRY CLARK	161 SPINDER DRIVE EAST PEORIA IL 61611	309-698-8000
JAMES ESTEL WILLIAMS, JR.	588 NORTH 24TH STREET EAST ST LOUIS IL 62205	618-874-6237
MALCOLM R BOLD	1704 TROY RD EDWARDSVILLE IL 62025-2537	618-656-1220

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MALCOLM R BOLD	6091 CENTER GROVE ROAD EDWARDSVILLE IL 62025	618-659-3532
BLAKE W LINDERS	1304 N KELLER DR EFFINGHAM IL 62401	217-342-2355
BLAKE W LINDERS	2911 S BANKER EFFINGHAM IL 62401	217-342-4933
BLAKE W LINDERS	USHY 45 & RICKELMAN EFFINGHAM IL 62401	217-342-2605
PAUL D BREZNAVY	664 W MAIN STREET EL PASO IL 61738	309-527-7700
JULIE LARDAS-BASDEN	932 CENTER AVENUE ELBURN IL 60119	630-365-5915
BRADLEY SHORT	IL RT 142 & USHY 45 ELDORADO IL 62930	618-273-5633
DAVID A BEAR	401 SUMMIT ST ELGIN IL 60120	847-741-9768
DAVID A BEAR	1480 LARKIN AVE ELGIN IL 60123	847-741-9725
DAVID A BEAR	1165 N MCLEAN BLVD ELGIN IL 60123	847-741-9090
DAVID A BEAR	255 S RANDALL RD ELGIN IL 60123	847-741-9898
DAVID A BEAR	816 SAINT CHARLES RD ELGIN IL 60120	847-608-5050
RICHARD A O'KEEFE	947 MEACHAM ROAD ELK GROVE VILLAGE IL 60007	847-985-0490
DAVID A BEAR	1450 BUSSE RD ELK GROVE VILLAGE IL 60007-5324	847-439-1540
RICHARD A O'KEEFE	1912 E HIGGINS ELK GROVE VILLAGE IL 60007-2503	847-437-7949
RICHARD A O'KEEFE	10 W BIESTERFIELD ROAD ELK GROVE VILLAGE IL 60007-3668	847-364-4525
RAYMOND A NELSON	920 N YORK RD ELMHURST IL 60126-5115	630-832-9633
RICHARD A O'KEEFE	190 E BUTTERFIELD RD ELMHURST IL 60126-5120	630-832-6962
SALEH AL-HAJJE	7217 W GRAND AVENUE ELMWOOD PARK IL 60707	708-401-8298
NICHOLAS KARAVITES	1117 HOWARD STREET EVANSTON IL 60202	847-864-5988
RANDY CONN	9156 S. WESTERN AVE EVERGREEN PARK IL 60805	708-425-3220
VINCENT HALE	8715 S KEDZIE EVERGREEN PARK IL 60805-1025	708-424-7824
JOHN M MORELAND	1212 W MAIN FAIRFIELD IL 62837-2326	618-842-5674
STEPHANIE BISHOP	6300 N ILLINOIS ST FAIRVIEW HEIGHTS IL 62208-2719	618-632-2046
NATHAN PAPPAS	1008 E FORT STREET FARMINGTON IL 61531	309-245-9930
TIMOTHY W MCCARTHY	US HWY 50 FLORA IL 62839	618-662-5555
DENNIS CHA	420 DES PLAINES AVE FOREST PARK IL 60130	708-488-0146
GARY G BIRSCHBACH	109 LUCILE AVENUE FORSYTH IL 62535	217-875-7913
CHRISTOPHER PRUCNAL	40 S RT 12 FOX LAKE IL 60020-1745	847-587-1020
NONDAS J PLESIOITIS	840 NORTHWEST HWY FOX RIVER GROVE IL 60021	847-639-7197
DARREN A FREIHAGE	21011 S LAGRANGE ROAD FRANKFORT IL 60423-7753	815-469-6300
DARREN A FREIHAGE	7215 W LINCOLN HWY FRANKFORT IL 60423	815-469-0837
DENNIS CHA	2627 N MANNHEIM RD FRANKLIN PARK IL 60131-3136	847-455-0050
STEVEN D SHORT	708 N STATE STREET FREEBURG IL 62243	618-539-9712
GLENN J KARPINSKE	957 GEAR ST GALENA IL 61036	815-777-2600
SANTIAGO J NEGRE	1072 N HENDERSON ST GALESBURG IL 61401-2553	309-343-8340
SANTIAGO J NEGRE	1158 E MAIN ST GALESBURG IL 61401-3962	309-343-1539
TRINA GENDRON	1022 OAKWOOD DR GENESEO IL 61254	309-944-5040
JOHN A LARDAS, JR.	1190 E STATE ST GENEVA IL 60134-2439	630-232-1350
JOHN A LARDAS, JR.	1812 S RANDALL RD GENEVA IL 60134	630-232-8239
GUY T BUCCIFERRO, III	704 E MAIN ST GENOA IL 60135	815-784-8584
DEANNA R WITZEL	502 N MAIN ST GEORGETOWN IL 61846	217-662-6122
MIKEL A PETRO	801 S SANGAMON GIBSON CITY IL 60936-1746	217-784-4269
SAMUEL M LUBEZNIK	720 US HWY 24 WEST GILMAN IL 60938	815-265-8080
JOHN CARNAGIO	445 W ROOSEVELT RD GLEN ELLYN IL 60137	630-858-1114
JOHN CARNAGIO	3S010 ROUTE 53 GLEN ELLYN IL 60137-7337	630-469-5995
JOHN J O'KEEFE, JR.	215 NORTH AVENUE GLENDALE HEIGHTS IL 60139	630-871-9007
RICHARD F PRUCNAL	530 S WAUKEGAN RD GLENVIEW IL 60025	847-730-3007
RICHARD F PRUCNAL	2741 PFINGSTEN ROAD GLENVIEW IL 60026-1152	224-326-2915
CHRISTINE K SCHENK	9815 N MILWAUKEE AVE GLENVIEW IL 60016	847-965-8180
MALCOLM R BOLD	5511 GODFREY RD GODFREY IL 62035	618-466-5810
JAMES ESTEL WILLIAMS, JR.	1515 JOHNSON RD GRANITE CITY IL 62040-3831	618-876-0741
JAMES ESTEL WILLIAMS, JR.	2045 MADISON AVENUE GRANITE CITY IL 62040-4618	618-876-9120
JAYME SCHENK	1804 E BELVIDERE RD GRAYSLAKE IL 60030	847-223-2141
JAYME SCHENK	1275 N RT 83 GRAYSLAKE IL 60030	847-548-9763
NICHOLAS KARAVITES	PAUL JONES & CLUVERIUS GREAT LAKES IL 60088	847-689-8683
DAVID GLENN EMBRY	1600 SOUTH STREET GREENVILLE IL 62246-9516	618-664-0302
ERNEST MASUCCI	5555 GRAND AVE GURNEE IL 60031-4900	847-336-8865
ERNEST MASUCCI	1275 N DELANY ROAD GURNEE IL 60031	847-244-8728
ERNEST MASUCCI	6380 GRAND AVE GURNEE IL 60031	847-855-0229
MALCOLM R BOLD	9191 STATE ROUTE140 HAMEL IL 62046	618-633-2131
GUY T BUCCIFERRO, III	19 N 649 US RT 20 HAMPSHIRE IL 60140	847-683-9953
JOHN J O'KEEFE, JR.	7455 BARRINGTON RD HANOVER PARK IL 60103	630-837-5819
JASON NELSON	1050 E LAKE ST HANOVER PK IL 60133-5408	630-307-8700
STEPHANIE BISHOP	617 S COMMERCIAL ST HARRISBURG IL 62946	618-252-6200
AKINS AKINNAGBE	147TH & DIXIE HWY HARVEY IL 60426	708-331-1167
SARGON MANDO	5022 N HARLEM AVE HARWOOD HEIGHTS IL 60656	708-867-8686



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SARGON MANDO	6400 W MONTROSE HARWOOD HEIGHTS IL 60634	708-867-1600
MICHAEL P KASPRZYK	270 E DEARBORN HAVANA IL 62644	309-543-2422
STEPHANIE BISHOP	1706 S PARK AVE HERRIN IL 62948-2738	618-942-5251
EDGAR O HERRERA	7620 W 95TH ST HICKORY HILLS IL 60457	708-237-5405
DAVID GLENN EMBRY	105 SUPPINGER RD HIGHLAND IL 62249-1114	618-654-8112
RICHARD F PRUCNAL	1988 1ST AVE HIGHLAND PARK IL 60035-3135	224-365-5759
RICHARD F PRUCNAL	894 SHERIDAN RD HIGHWOOD IL 60040-1003	847-780-2018
STEPHANIE BISHOP	728 W MAIN ST HILLSBORO IL 62049-1734	217-532-3961
DENNIS CHA	4012 ROOSEVELT RD HILLSIDE IL 60162-1824	708-544-2333
DENNIS CHA	935 N YORK RD HINSDALE IL 60521-2905	630-654-2481
DAVID A BEAR	2580 W GOLF RD HOFFMAN ESTATES IL 60194	847-882-0943
DAVID A BEAR	2270 W. HIGGINS HOFFMAN ESTATES IL 60169	847-843-0380
DAVID A BEAR	1070 ROSELLE ROAD HOFFMAN ESTATES IL 60169	847-466-7762
ROBERT A FREEMAN	14298 S BELL RD HOMER GLEN IL 60491	708-301-2332
CHRISTINE M LOTT	3132 W 183RD ST HOMEWOOD IL 60430-2807	708-798-9309
DERRICK D LOTT	17740 HALSTED STREET HOMEWOOD IL 60430-2010	708-957-2337
DEANNA R WITZEL	824 SOUTH DIXIE HIGHWAY HOOPESTON IL 60942	217-283-9333
GUY T BUCCIFERRO, III	10711 RT 47 HUNTLEY IL 60142	847-669-0225
GUY T BUCCIFERRO, III	12242 S ROUTE 47 HUNTLEY IL 60142	847-669-8270
TINA SHORT	202 NORTH AVENUE INA IL 62846	618-437-5317
NONDAS J PLESLOTIS	600 W STATE RD ISLAND LAKE IL 60042	847-487-1720
JASON NELSON	1301 E IRVING PARK RD ITASCA IL 60143	630-250-1065
MICHAEL P KASPRZYK	520 W MORTON JACKSONVILLE IL 62650-2875	217-243-4221
JAMES ESTEL WILLIAMS, JR.	911 S STATE ST JERSEYVILLE IL 62052	618-498-9526
MICHAEL J MORELAND	9TH & GRAND IL RTE 37 JOHNSTON CITY IL 62951	618-983-3223
JOHN CARNAGIO	1421 RIVERBOAT CENTER DR JOLIET IL 60432	815-730-8141
J. CAMPBELL KENNEDY	1515 WEST JEFFERSON AVENUE JOLIET IL 60435	815-725-9651
GARY A KORY	2220 ILLINOIS RT 59 JOLIET IL 60544	815-436-9380
NICHOLAS KORY	4280 W JEFFERSON JOLIET IL 60431	815-725-3630
MARVIN SPENCE	1555 N BROADWAY JOLIET IL 60435-2616	815-723-8333
MARVIN SPENCE	2885 W PLAINFIELD RD JOLIET IL 60435	815-439-1045
MARVIN SPENCE	2212 ESSINGTON ROAD JOLIET IL 60435	815-577-6576
JOHN CARNAGIO	1780 E COURT ST KANKAKEE IL 60901-2671	815-939-1815
JOHN CARNAGIO	1030 N 5TH AVE KANKAKEE IL 60901	815-939-0004
TRINA GENDRON	315 S TENNEY ST KEWANEE IL 61443-3451	309-852-4747
SANTIAGO J NEGRE	743 KNOX HWY 10 KNOXVILLE IL 61448	309-289-9351
DAVID A BEAR	100 N LA GRANGE RD LA GRANGE IL 60525	708-352-1110
NICHOLAS KARAVITES	28929 N WAUKEGAN RD LAKE BLUFF IL 60044	847-735-1088
ERNEST MASUCCI	30388 N SKOKIE HWY LAKE BLUFF IL 60044	847-937-9920
METAXIA SCHMITZ	431 E GRAND LAKE VILLA IL 60046	847-265-0050
DAVID A BEAR	123 QUENTIN ROAD LAKE ZURICH IL 60047	847-438-4634
TANYA LAWRENCE	653 S RAND RD LAKE ZURICH IL 60047-2468	847-438-2499
JOSE D GUTIERREZ	17810 S TORRENCE LANSING IL 60438-1836	708-474-2450
WALTER NOWAKOWSKI	2608 WEST HAVEN ROAD LAWRENCEVILLE IL 62439	618-943-2800
STEPHANIE BISHOP	713 S MADISON LEBANON IL 62254	618-537-9806
BENJAMIN FREEMAN	1152 STATE ST LEMONT IL 60439-4213	630-257-3100
MIKEL A PETRO	300 SUNSET DR LEROY IL 61752	309-962-2073
CHRISTOPHER PRUCNAL	1330 N MILWAUKEE AVE LIBERTYVILLE IL 60048-1309	847-362-3040
CHRISTOPHER PRUCNAL	1417 W PETERSON LIBERTYVILLE IL 60048	847-573-8212
MIKEL A PETRO	1007 HICKOX DR LINCOLN IL 62656	217-732-9717
CHRISTOPHER PRUCNAL	450 MILWAUKEE AVE LINCOLNSHIRE IL 60069-3046	847-913-1500
METAXIA SCHMITZ	2250 E GRAND LINDENHURST IL 60046-7522	847-356-2422
EDWARD H SCHMITT, JR.	1019 MAPLE AVE LISLE IL 60532-2330	630-963-5573
MICHAEL MCGRAW	2 OHREN DR LITCHFIELD IL 62056	217-324-6144
NICHOLAS KORY	1039 E 9TH ST LOCKPORT IL 60441-3245	815-838-6304
NICHOLAS KORY	16519 W 159TH STREET LOCKPORT IL 60441	815-524-4806
DAVID A BEAR	540 W NORTH AVE LOMBARD IL 60148	630-792-8009
JOHN CARNAGIO	1 YORKTOWN SHOPPING CENTER LOMBARD IL 60148	630-495-2960
JEFF JANCIK	7850 OGDEN AVE LYONS IL 60534	708-442-5566
NATHAN PAPPAS	625 W JACKSON ST MACOMB IL 61455-2009	309-833-4648
NATHAN PAPPAS	105 S PRAIRIE ST MACOMB IL 61455	309-837-2810
MIKEL A PETRO	1006 PURNELL DR MAHOMET IL 61853	217-590-2992
LAWRENCE L LINMAN	103 SOUTH CREEK DR MANTENO IL 60950	815-468-9927
GUY T BUCCIFERRO, III	200 W GRANT HWY MARENGO IL 60152	815-568-4966
STEPHANIE BISHOP	700 N COURT ST MARION IL 62959-1710	618-997-3113
STEPHANIE BISHOP	2603 W DEYOUNG MARION IL 62959-4939	618-993-8889
AKINS AKINNAGBE	3010 WEST 159TH STREET MARKHAM IL 60426-4026	708-331-5089

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
NICHOLAS J KASPRZYK	RR 3 BOX 117 I-70 S.R.1 MARSHALL IL 62441	217-826-6565
STEVEN D SHORT	721 N JEFFERSON MASCOUTAH IL 62258	618-566-8050
BENJAMIN FREEMAN	4010 W 211TH ST MATTESON IL 60443-2442	708-481-1530
BLAKE W LINDERS	4212 LAKELAND BLVD MATTOON IL 61938-0787	217-258-8333
BLAKE W LINDERS	103 DETTRO DR MATTOON IL 61938	217-235-6438
DENNIS CHA	507 ROOSEVELT ROAD MAYWOOD IL 60153	708-410-2381
BRIAN K GRAHAM	11 N 1ST AVE MAYWOOD IL 60153-1601	708-344-0657
JOHN M MORELAND	500 W RANDOLPH ST MC LEANSBORO IL 62859	618-643-5513
DAVID A BEAR	4411 WEST RT 120 MCHENRY IL 60050	815-344-1377
DAVID A BEAR	302 SOUTH ROUTE 31 MCHENRY IL 60050	815-344-2896
DAVID A BEAR	1904 RICHMOND RD MCHENRY IL 60051-5402	815-344-4217
MIKEL A PETRO	400 MAIN STREET MCLEAN IL 61754	309-874-2925
JOHN J O'KEEFE, JR.	8327 W NORTH AVE MELROSE PARK IL 60160-1605	708-343-5553
MARY T BREZNAY	1503 13TH AVENUE MENDOTA IL 61342	815-538-2100
PAUL D BREZNAY	2701 E 12TH ST MENDOTA IL 61342	815-538-6012
PAUL D BREZNAY	901 W MOUNT VERNON METAMORA IL 61548	309-367-9333
MICHAEL C LOVE SR	1545 E FIFTH STREET METROPOLIS IL 62960	618-524-1097
NICHOLAS KARAVITES	13783 WEST OASIS SERVICE ROAD I-94 METTAWA IL 60045	847-482-9331
AKINS AKINNAGBE	14601 S PULASKI AVE MIDLOTHIAN IL 60445-2826	708-389-9766
TRINA GENDRON	400 W 1ST ST MILAN IL 61264-2715	309-787-0025
JOHN CARNAGIO	102 N RIDGE RD MINOOKA IL 60447	815-467-0015
TROY J FREYBERGER	3433 AVENUE OF THE CITIES MOLINE IL 61265-4418	309-797-8725
TROY J FREYBERGER	1800 36TH AVE MOLINE IL 61265-6968	309-797-2922
TROY J FREYBERGER	2701 69TH AVENUE COURT MOLINE IL 61265	309-757-1855
DARREN A FREIHAGE	I 57 NEC & MONEE MANHATTAN RD MONEE IL 60449	708-534-0145
TRINA GENDRON	1134 N MAIN ST MONMOUTH IL 61462-1209	309-734-6701
MIKEL A PETRO	306 S MARKET ST MONTICELLO IL 61856	217-762-4910
NATHAN PAPPAS	1700 DIVISION ST MORRIS IL 60450-1125	815-942-5544
GLENN J KARPINSKE	606 E LINCOLN WAY MORRISON IL 61270	815-718-6740
PAUL D BREZNAY	321 N MORTON MORTON IL 61550-1524	309-263-2402
DAVID A BEAR	6309 WEST DEMPSTER STREET MORTON GROVE IL 60053	847-967-5540
TINA SHORT	2806 BROADWAY STREET MOUNT VERNON IL 62864-2301	618-242-7802
TINA SHORT	102 POTOMAC BOULEVARD MOUNT VERNON IL 62864	618-242-7371
DAVID A BEAR	13 W RAND RD MT PROSPECT IL 60056	224-347-2087
WALTER NOWAKOWSKI	111 EAST NINTH ST MT. CARMEL IL 62863	618-263-4115
MICHAEL P KASPRZYK	418 E MAIN ST MT. STERLING IL 62353	217-773-4727
LAURA HERRERA	151 N LAKE ST MUNDELEIN IL 60060-2203	847-566-7100
LAURA HERRERA	665 S RT 83 MUNDELEIN IL 60060	847-949-7007
LAURA HERRERA	450 TOWN LINE RD MUNDELEIN IL 60060	847-949-1590
TINA SHORT	550 E INDUSTRIAL PARK RD MURPHYSBORO IL 62966-9306	618-687-1171
JOHN CARNAGIO	1520 N NAPER BLVD NAPERVILLE IL 60563-1502	630-505-0220
NICHOLAS KORY	3232 S RT 59 NAPERVILLE IL 60564	630-922-3500
RICHARD C SCHMITT	1298 S NAPER BLVD NAPERVILLE IL 60540-8312	630-961-9660
RICHARD C SCHMITT	892 W 75TH ST NAPERVILLE IL 60540	630-527-8547
RICHARD C SCHMITT	1376 N ROUTE 59 NAPERVILLE IL 60563	630-548-1725
EDWARD H SCHMITT, JR.	516 N RIVER RD NAPERVILLE IL 60540	630-778-9919
TINA SHORT	HWY 127 & I-64 NASHVILLE IL 62263-0267	618-478-5349
JESSICA E LUCAS	727 W HANOVER NEW BADEN IL 62265	618-588-2324
DARREN A FREIHAGE	2151 E LARAWAY ROAD NEW LENOX IL 60451	815-463-9471
NICHOLAS KORY	600 WEST MAPLE NEW LENOX IL 60451	815-485-4600
DAVID A BEAR	7969 N MILWAUKEE AVE NILES IL 60648	847-965-2391
MICHAEL SCHENK	8460 DEMPSTER AVE NILES IL 60648	847-299-1000
MIKEL A PETRO	804 S MAIN ST NORMAL IL 61701	309-452-4023
MIKEL A PETRO	1535 E COLLEGE AVE NORMAL IL 61761-2104	309-454-4141
MIKEL A PETRO	1607 N MAIN STREET NORMAL IL 61761	309-862-2277
DAVID A BEAR	4104 N HARLEM AVE NORRIDGE IL 60706-1244	708-452-8993
ANTHONY J LARDAS	190 HANSEN BOULEVARD NORTH AURORA IL 60542	630-907-9401
WILLIAM H MCESSY	2211 GREENBAY ROAD NORTH CHICAGO IL 60064-3006	847-473-1699
TERRY CLARK	1124 WESLEY RD NORTH PEKIN IL 61554	309-382-1434
RICHARD F PRUCNAL	200 SKOKIE BLVD NORTHBROOK IL 60062	847-715-9375
RICHARD A O'KEEFE	1 E NORTH AVE NORTHLAKE IL 60164-2517	708-681-1073
DARREN A FREIHAGE	5441 W 159TH ST OAK FOREST IL 60452-3275	708-687-0360
JOHN J DAKAJOS	10533 S CICERO OAK LAWN IL 60453-5273	708-636-6116
EDGAR O HERRERA	9128 SOUTH CICERO AVENUE OAK LAWN IL 60453	708-425-6116
EDGAR O HERRERA	6034 W 95TH ST OAK LAWN IL 60453-2734	708-430-6934
MARY ANN FUENTES	111 W MADISON ST OAK PARK IL 60302-4205	708-763-8186
DEANNA R WITZEL	OAKWOOD & FARM RD 1750 OAKWOOD IL 61858	217-354-4205

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEPHANIE BISHOP	1610 W HWY 50 O'FALLON IL 62269	618-624-3648
STEPHANIE BISHOP	109 EAST HIGHWAY 50 O'FALLON IL 62269	618-632-8358
NATHAN PAPPAS	115 N LEWIS AVE OGLESBY IL 61348-9772	815-883-8989
WALTER NOWAKOWSKI	701 E MAIN ST OLNEY IL 62450-2619	618-395-4902
BENJAMIN FREEMAN	2400 W LINCOLN HIGHWAY OLYMPIA FIELDS IL 60461	708-747-8175
NANCY PLOCK	211 S 4TH ST OREGON IL 61061	815-732-6035
BENJAMIN FREEMAN	11111 W 179TH STREET ORLAND PARK IL 60467	708-478-7126
KATINA STEVENS-KAVOORAS	14445 S LAGRANGE RD ORLAND PARK IL 60462-2505	708-349-8434
KATINA STEVENS-KAVOORAS	9110 W 159TH ST ORLAND PARK IL 60462-5648	708-349-3616
EDWARD H SCHMITT, JR.	339A DOUGLAS ROAD OSWEGO IL 60543	630-892-5160
EDWARD H SCHMITT, JR.	2890 RT 34 OSWEGO IL 60543	630-554-2858
EDWARD H SCHMITT, JR.	3417 ORCHARD WAY OSWEGO IL 60543	630-554-6163
GUY T BUCCIFERRO, JR.	127 E NORRIS DR OTTAWA IL 61350-1514	815-434-3141
LAURA HERRERA	1570 E NORTHWEST HWY PALATINE IL 60074-7609	847-255-2955
JOHN J O'KEEFE, JR.	1576 N RAND RD PALATINE IL 60067-8506	847-991-0949
DERRICK TAYLOR	275 W NORTHWEST HWY PALATINE IL 60067-2412	847-934-9988
EDGAR O HERRERA	7100 W 127TH ST PALOS HEIGHTS IL 60463	708-448-6490
KATINA STEVENS-KAVOORAS	11050 SOUTHWEST HWY PALOS HILLS IL 60465-2322	708-974-3838
BRADLEY L DAVIS	1 S POPLAR PANA IL 62557-1401	217-562-5087
NICHOLAS J KASPRZYK	701 E JASPER PARIS IL 61944-2466	217-463-5000
WILLIAM H MCESSY	3249 BELVIDERE ROAD PARK CITY IL 60085	847-249-1050
MICHAEL SCHENK	1032 N NORTHWEST HWY PARK RIDGE IL 60068-1831	847-823-0700
TERRY CLARK	1013 COURT ST PEKIN IL 61554-4817	309-347-5696
TERRY CLARK	3291 COURT ST PEKIN IL 61554-6208	309-353-5880
RYAN CLARK	3600 NORTH UNIVERSITY STREET PEORIA IL 61604	309-685-9397
RYAN CLARK	2205 N KNOXVILLE PEORIA IL 61603	309-685-4759
TERRY CLARK	2320 W WAR MEMORIAL DRIVE PEORIA IL 61614	309-679-9703
TERRY CLARK	10701 N KNOXVILLE PEORIA IL 61615	309-243-1771
NATHAN PAPPAS	7720 N UNIVERSITY PEORIA IL 61614	309-692-0712
NATHAN PAPPAS	4007 W BARRING TRCE PEORIA IL 61615	309-693-3540
TERRY CLARK	3717 N PROSPECT PEORIA HEIGHTS IL 61614-7742	309-686-1337
LAWRENCE L LINMAN	701 ORIOLE DR PEOTONE IL 60468	708-258-0006
HARRY J PAPPAS	5251 TROMPETER ROAD PERU IL 61354-9616	815-223-5600
NATHAN PAPPAS	924 SHOOTING PARK RD PERU IL 61354-1874	815-223-5216
TINA SHORT	10 W WATER ST PINCKNEYVILLE IL 62274	618-357-3756
ROBERT H GILSTRAP	524 W WASHINGTON PITTSFIELD IL 62363-1348	217-285-5659
GARY A KORY	15810 S RT 59 PLAINFIELD IL 60544	815-436-1623
NICHOLAS KORY	12501 S ROUTE 59 PLAINFIELD IL 60544	815-577-0133
NICHOLAS KORY	13546 STATE ROUTE 30 PLAINFIELD IL 60544	815-254-0356
EDWARD H SCHMITT, JR.	12704 E ROUTE 34 PLANO IL 60545	630-552-7084
PAUL D BREZNY	USHY 66 & RT 116 PONTIAC IL 61764	815-842-2522
JAMES ESTEL WILLIAMS, JR.	2 ENGINEER ROAD PONTOON BEACH IL 62040	618-797-7924
PAUL D BREZNY	RT 26 & I 80 PRINCETON IL 61356	815-872-2281
ROBERT H GILSTRAP	3201 E BROADWAY QUINCY IL 62301-3711	217-222-8191
ROBERT H GILSTRAP	4805 BROADWAY STREET QUINCY IL 62305	217-214-7641
GREGORY SHIERLING	1301 BROADWAY STREET QUINCY IL 62301-2813	217-223-0002
BLAKE W LINDERS	711 W CHAMPAIGN RANTOUL IL 61866-2116	217-893-4484
JESSICA E LUCAS	1422 S MAIN RED BUD IL 62278	618-282-1717
BENJAMIN FREEMAN	4855 W SAUK TRL RICHTON PARK IL 60411	708-747-8820
NICHOLAS KARAVITES	626 N HARLEM RIVER FOREST IL 60305-1933	708-771-5189
CHRISTOPHER PRUCNAL	8800 GRAND AVENUE RIVER GROVE IL 60171	708-583-1670
WALTER NOWAKOWSKI	1402 W MAIN STREET ROBINSON IL 62454	618-544-2859
ROSA ALICIA YUNES	1120 NORTH 7TH STREET ROCHELLE IL 61068	815-562-8208
ROSA ALICIA YUNES	892 RANGER RD ROCHELLE IL 61068	815-561-8827
TRINA GENDRON	2950 11TH ST ROCK ISLAND IL 61201-5218	309-788-8277
TRINA GENDRON	1813 30TH ST ROCK ISLAND IL 61201-4728	309-788-4245
DAVID A BEAR	1441 KISHWAUKEE ST ROCKFORD IL 61104-4844	815-962-2100
DAVID A BEAR	3710 AUBURN ST ROCKFORD IL 61101	815-965-5700
DAVID A BEAR	3858 NORTHRIDGE DR ROCKFORD IL 61114-4772	815-877-1775
DAVID A BEAR	930 W RIVERSIDE BOULEVARD ROCKFORD IL 61103	815-877-3028
GUY T BUCCIFERRO, III	314 N MULFORD RD ROCKFORD IL 61107-5158	815-398-7117
GUY T BUCCIFERRO, III	4365 11TH ST ROCKFORD IL 61109-3027	815-229-8540
GUY T BUCCIFERRO, III	1032 E STATE ST ROCKFORD IL 61104	815-963-2495
GUY T BUCCIFERRO, III	4623 STATE ST ROCKFORD IL 61108	815-397-4827
GUY T BUCCIFERRO, III	13454 QUAIL TRAIL ROCKTON IL 61073	815-624-0092
TANYA LAWRENCE	1775 ALGONQUIN RD ROLLING MEADOWS IL 60008-4112	847-806-0660
DERRICK TAYLOR	3140 KIRCHOFF RD ROLLING MEADOWS IL 60008	847-670-0780

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN CARNAGIO	778 S WEBER ROAD ROMEOVILLE IL 60446	815-267-7826
MARVIN SPENCE	645 N INDEPENDENCE BLVD ROMEOVILLE IL 60446	815-886-0042
JASON NELSON	439 E IRVING PARK ROAD ROSELLE IL 60172-2001	630-529-8208
CHRISTOPHER PRUCNAL	6150 N RIVER RD ROSEMONT IL 60018	847-825-3100
JAYME SCHENK	774 ROLLINS RD ROUND LAKE BEACH IL 60073	847-546-1500
TIMOTHY W MCCARTHY	RTE 50 W. SALEM IL 62881	618-548-2513
EDWARD H SCHMITT, JR.	RT 34/IND SPRINGS SHOPPING CTR SANDWICH IL 60548	815-786-2519
GLENN J KARPINSKE	1240 CHICAGO AVE SAVANNA IL 61074	815-273-7771
DAVID A BEAR	955 E. GOLF ROAD SCHAUMBURG IL 60173	847-598-6300
DERRICK TAYLOR	775 E ALGONQUIN RD SCHAUMBURG IL 60173	847-397-3032
DERRICK TAYLOR	550 S ROSELLE RD SCHAUMBURG IL 60193	847-891-4740
DERRICK TAYLOR	2545 W SCHAUMBURG RD SCHAUMBURG IL 60193	847-301-6384
LAURA HERRERA	9449 W IRVING PARK RD SCHILLER PARK IL 60176	847-928-2840
BRADLEY L DAVIS	1012 W MAIN ST SHELBYVILLE IL 62565	217-774-2939
NICHOLAS KORY	631 BROOKFOREST AVE SHOREWOOD IL 60404	815-725-4580
JOHNNY FUNKHOUSER	4830 DEMPSTER STREET SKOKIE IL 60077-2253	847-745-9215
GUY T BUCCIFERRO, III	15766 MANCHESTER RD SOUTH BELOIT IL 61080	815-704-0071
BENJAMIN FREEMAN	100 W SAUK TRL SOUTH CHICAGO HEIGHTS IL 60411	708-756-2218
DAVID A BEAR	100 N MCLEAN BLVD SOUTH ELGIN IL 60177	847-931-9966
DAVID A BEAR	453 REDINGTON DRIVE SOUTH ELGIN IL 60177	847-488-0200
BENJAMIN FREEMAN	700 EAST TRI-STATE I-294 SOUTH HOLLAND IL 60473	708-596-3195
RODNEY LUBEZNIK	801 EAST 162ND ST SOUTH HOLLAND IL 60473-2441	708-339-2577
JESSICA E LUCAS	IL RTE 4 SPARTA SQUARE SPARTA IL 62286	618-443-5832
DAVID A BEAR	2451 ROUTE 12 SPRING GROVE IL 60081	815-675-0004
PAUL D BREZNAVY	800 W DAKOTA ST SPRING VALLEY IL 61362	815-663-7001
MARY T BREZNAVY	901 N GRAND SPRINGFIELD IL 62702	217-522-6670
MARY T BREZNAVY	501 S GRAND AVENUE EAST SPRINGFIELD IL 62703	217-522-5866
MARY T BREZNAVY	4301 W WABASH AVENUE SPRINGFIELD IL 62711	217-546-7971
BRADLEY L DAVIS	522 W JEFFERSON ST SPRINGFIELD IL 62702-5014	217-544-9055
BRADLEY L DAVIS	3151 DIRKSEN PKY SPRINGFIELD IL 62703-4501	217-529-1928
BRADLEY L DAVIS	3208 EAST CLEAR LAKE AVENUE SPRINGFIELD IL 62702-6200	217-744-3550
BRADLEY L DAVIS	3250 S 6TH ST SPRINGFIELD IL 62701	217-529-3320
BRADLEY L DAVIS	TORONTO ROAD SPRINGFIELD IL 62703	217-585-1351
BRADLEY L DAVIS	2100 N DIRKSEN PKY SPRINGFIELD IL 62702	217-544-0677
KIMBERLY A DERRINGER	3035 S CHATHAM RD SPRINGFIELD IL 62704	217-546-9136
KIMBERLY A DERRINGER	3420 FREEDOM DR SPRINGFIELD IL 62703	217-793-1305
KIMBERLY A DERRINGER	2303 W MONROE SPRINGFIELD IL 62704	217-546-4319
JULIE LARDAS-BASDEN	40W225 STATE ROUTE 64 ST CHARLES IL 60175	630-587-2671
ANTHONY J LARDAS	3900 E MAIN ST ST. CHARLES IL 60174	630-443-6015
JOHN A LARDAS	1915 W MAIN ST ST. CHARLES IL 60174	630-377-7445
NANCY PLOCK	2415 E LINCOLN WAY STERLING IL 61081-3049	815-626-5433
GUY T BUCCIFERRO, III	HWY 20 STOCKTON IL 61085	815-947-2151
DAVID A BEAR	91 W IRVING PARK RD STREAMWOOD IL 60107	630-830-2777
NATHAN PAPPAS	1602 N BLOOMINGTON STREATOR IL 61364	815-672-1003
EDWARD H SCHMITT, JR.	523 N STATE ROUTE 47 SUGAR GROVE IL 60554	630-466-8097
ANGIE M DESMOND MATLOCK	11 W JACKSON SULLIVAN IL 61951-1420	217-728-2341
JAMES ESTEL WILLIAMS, JR.	2605 N ILLINOIS SWANSEA IL 62226	618-277-0379
MARTIN L DAVIS	401 SPRESSOR TAYLORVILLE IL 62568	217-824-4976
DARREN A FREIHAGE	17171 S HARLEM AVE TINLEY PARK IL 60477-3369	708-429-4616
DARREN A FREIHAGE	15920 S HARLEM TINLEY PARK IL 60477-1610	708-614-0843
DAVID GLENN EMBRY	103 MCDONALD S LANE TROY IL 62294-1375	618-667-6252
JAMES A DESMOND	1005 E SOUTHLINE RD TUSCOLA IL 61953-9801	217-253-5266
BLAKE W LINDERS	601 N CUNNINGHAM URBANA IL 61801-1721	217-367-3722
BLAKE W LINDERS	1705 S PHILO ROAD URBANA IL 61801-6013	217-337-6599
GUY T BUCCIFERRO, JR.	3020 E 8TH ROAD UTICA IL 61373	815-667-9969
MARTIN L DAVIS	820 VETERANS AVE VANDALIA IL 62471-3301	618-283-2711
RICHARD F PRUCNAL	909 HAWTHORN CENTER MALL VERNON HILLS IL 60061-1512	847-362-5200
RICHARD F PRUCNAL	700 N MILWAUKEE VERNON HILLS IL 60061	847-816-1990
BRADLEY SHORT	707 E VINE ST VIENNA IL 62995	618-658-7086
JOHN J O'KEEFE, JR.	350 E SAINT CHARLES RD VILLA PARK IL 60181-2420	630-530-0187
JAYME SCHENK	31667 HWY 12 VOLO IL 60073	815-759-0644
ERNEST MASUCCI	NEC US 41 & WADSWORTH RD- STO WADSWORTH IL 60083	847-623-8334
EDWARD H SCHMITT, JR.	2S606 RT 59 WARRENVILLE IL 60555	630-393-6685
EDWARD H SCHMITT, JR.	28231 DIEHL ROAD WARRENVILLE IL 60555	630-836-1143
PAUL D BREZNAVY	1400 WEST PEORIA STREET WASHINGTON IL 61571	309-444-9312
FRANCIS RUIZ	176 MARKETPLACE DRIVE WATERLOO IL 62298	618-939-3121
SAMUEL M LUBEZNIK	504 W. WALNUT ST WATSEKA IL 60970	815-432-0896

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
NONDAS J PLESLOTIS	511 W LIBERTY ST WAUCONDA IL 60084-2470	847-526-0288
NICHOLAS KARAVITES	304 NORTH SHERIDAN ROAD WAUKEGAN IL 60085-4232	847-244-6280
NICHOLAS KARAVITES	1010 S WAUKEGAN ROAD WAUKEGAN IL 60085	847-473-4915
NICHOLAS KARAVITES	3900 FOUNTAIN SQUARE PLACE WAUKEGAN IL 60085	847-473-4116
WILLIAM H MCESSY	1939 N LEWIS AVE WAUKEGAN IL 60085	847-662-8784
WILLIAM H MCESSY	3301 W GRAND AVE WAUKEGAN IL 60085-2205	847-623-8063
JOHN A LARDAS, JR.	89 W NORTH AVE WEST CHICAGO IL 60185	630-293-4986
MICHAEL J MORELAND	110 N CENTRAL STREET WEST CITY IL 62812	618-439-6633
JOHN M MORELAND	2 WEST FRANKFORT PLAZA WEST FRANKFORT IL 62896	618-937-4900
TERRY CLARK	627 N WESTERN WEST PEORIA IL 61604	309-676-1633
DAVID A BEAR	11110 WEST 31ST STREET WESTCHESTER IL 60154	708-531-1236
NICHOLAS KORY	31 E 63RD ST WESTMONT IL 60559-2601	630-968-3868
JOHN CARNAGIO	2030 S NAPERVILLE RD WHEATON IL 60187-8171	630-690-4658
DAVID A BEAR	188 E DUNDEE RD WHEELING IL 60090-3033	847-541-8487
DAVID A BEAR	1355 LAKE COOK ROAD WHEELING IL 60090	847-229-1891
MICHAEL SCHENK	1200 S MILWAUKEE WHEELING IL 60070-6310	847-541-3100
MICHAEL MCGRAW	991 ANN RUTLEDGE DRIVE WILLIAMSVILLE IL 62693	217-566-2011
DARREN A FREIHAGE	1055 S WATER STREET WILMINGTON IL 60481-1666	815-476-5272
RICHARD F PRUCNAL	858 GREENBAY RD WINNETKA IL 60093-1853	847-386-6154
MARY N MURRAY	1156 VAUGHN RD WOOD RIVER IL 62095	618-258-9147
JOHN CARNAGIO	2310 W 75TH ST WOODRIDGE IL 60517-2301	630-852-3546
JOHN CARNAGIO	2401 63RD ST WOODRIDGE IL 60517	630-241-3562
GUY T BUCCIFERRO, III	250 S EASTWOOD DR WOODSTOCK IL 60098	815-338-3025
EDWARD H SCHMITT, JR.	3 W VETERANS PKY YORKVILLE IL 60560	630-553-9393
EDWARD H SCHMITT, JR.	2007 S BRIDGE ST YORKVILLE IL 60560	630-553-1893
WILLIAM H MCESSY	2028 SHERIDAN RD ZION IL 60099-4119	847-746-2177
ROBERT H TERHUNE	1080 W. WALNUT ALBANY IN 47320	765-789-8276
REGINALD O JONES	1503 N PARK STREET ALEXANDRIA IN 46001	765-705-2099
JONATHAN M TERHUNE	111 W 14TH ST ANDERSON IN 46016	765-642-2273
ROBERT H TERHUNE	2014 SCATTERFIELD RD ANDERSON IN 46013	765-649-4707
ROBERT H TERHUNE	2830 N BROADWAY ANDERSON IN 46012	765-643-1557
ROBERT H TERHUNE	5233 SCATTERFIELD RD ANDERSON IN 46013-2923	765-640-9737
MATTHEW BALL	1650 N WAYNE ST ANGOLA IN 46703	260-665-8342
MATTHEW BALL	3021 W MAUMEE ANGOLA IN 46703	260-665-2386
WILLIAM C BOLDT, JR.	10450 STATE HWY 10 ARGOS IN 46501	574-892-9757
MICHAEL H BROOKS	201 W JACKSON STREET ATTICA IN 47918	765-764-0700
JAMES WONG	828 E ALBION ST AVILLA IN 46710	260-897-4051
JAMES BUTLER	10747 E US 36 AVON IN 46123	317-271-8530
JOHN LIAPES	6856 E US HWY 36 AVON IN 46122-9181	317-272-6926
EDWARD JOHN CUMMINGS, II	320 CROSS COUNTY PLAZA BATESVILLE IN 47006-8914	812-934-4242
MICHAEL T STIEGLITZ	3302 W 16TH ST BEDFORD IN 47421-3518	812-275-4605
JASON MONFORT	776 US HWY 27 N BERNE IN 46711-1021	260-589-2327
WALTER NOWAKOWSKI	401 W 11TH ST BICKNELL IN 47512	812-735-3407
EBRAHIM MAGHSOUD	2300 N WALNUT ST BLOOMINGTON IN 47404	812-332-9618
EBRAHIM MAGHSOUD	2819 E 3RD ST BLOOMINGTON IN 47401-5434	812-332-7184
EBRAHIM MAGHSOUD	2910 W 3RD ST BLOOMINGTON IN 47404	812-332-8950
EBRAHIM MAGHSOUD	1919 S WALNUT ST BLOOMINGTON IN 47401-6559	812-334-3637
EBRAHIM MAGHSOUD	4499 W STATE ROAD 46 BLOOMINGTON IN 47404	812-876-0987
DEAN E DIMICHELE	984 N MAIN ST BLUFFTON IN 46714	260-824-0433
SUSAN B MANN	701 W LOCUST ST BOONVILLE IN 47601-1531	812-897-1168
TIMOTHY JEDELE	907 E NATIONAL AVE BRAZIL IN 47834-2705	812-448-1590
TIMOTHY JEDELE	4376 N ST RD 59 BRAZIL IN 47834	812-448-3493
WILLIAM C BOLDT, JR.	1435 PLYMOUTH ST BREMEN IN 46506	574-546-3869
KAREN HEIMKREITER	834 MAIN ST BROOKVILLE IN 47012-1445	765-647-3757
JOHN LIAPES	1031 N GREEN ST BROWNSBURG IN 46112-1034	317-852-6133
JOHN LIAPES	873 E MAIN ST BROWNSBURG IN 46112	317-858-9610
ANDY W BALL	321 N MAIN ST BROWNSTOWN IN 47220	812-358-4551
RODNEY LUBEZNIK	243 MELTON ROAD BURNS HARBOR IN 46304	219-787-8288
MATTHEW BALL	533 W MAIN ST BUTLER IN 46721	260-868-9917
JEREMY S HAMILTON	14243 FRONTAGE RD CAMBRIDGE CITY IN 47327-9802	765-478-5170
ANDREW J FRANCIS JR	8270 WINDFALL LN CAMBY IN 46113	317-821-1585
JOHN LIAPES	11550 N ILLINOIS CARMEL IN 46032	317-816-1286
MOHOMMED MOALIKYAR	750 E CARMEL DR CARMEL IN 46033	317-846-9776
VICTOR M RIVERA	15101 THATCHER LANE CARMEL IN 46032	317-844-4166
JOSE D GUTIERREZ	13312 WICKER AVE CEDAR LAKE IN 46303	219-374-8698
MICHAEL T STIEGLITZ	100 HWY 160 E CHARLESTOWN IN 47111	812-256-3712
RODNEY LUBEZNIK	480 INDIAN BOUNDARY LINE RD CHESTERTON IN 46304-1513	219-926-7444

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES WONG	561 S MAIN CHURUBUSCO IN 46723	260-693-1657
BLAKE KOSANOVICH	1015 S PERU CICERO IN 46034	317-984-3264
NICHOLAS J KASPRZYK	1796 E STATE RD 163 CLINTON IN 47842	765-832-5975
PAUL R JEDELE	1033 N MAIN CLOVERDALE IN 46120-9706	765-795-3332
ANDY W BALL	1880 NATIONAL RD COLUMBUS IN 47201-4503	812-379-4969
ANDY W BALL	2205 JONATHON MOORE PIKE COLUMBUS IN 47201-4727	812-372-1173
ANDY W BALL	611 3RD STREET COLUMBUS IN 47201	812-314-0105
ERIC P MOORE	518 W 30TH ST CONNERSVILLE IN 47331-2502	765-825-3551
DEANNA R WITZEL	221 PEARL STREET COVINGTON IN 47932	765-793-7550
PAUL R JEDELE	1508 S WASHINGTON CRAWFORDSVILLE IN 47933-3813	765-362-3855
PAUL R JEDELE	1000 SMITH RD CRAWFORDSVILLE IN 47933-1076	765-364-9869
SHERRI ASHBY MODRAK	10885 RANDOLPH STREET CROWN POINT IN 46307	219-662-1996
RODNEY LUBEZNIK	501 E. 109TH PLACE CROWN POINT IN 46307	219-213-2664
JEFFERY A TEMPLIN	135 N MAIN ST CROWN POINT IN 46307-4064	219-663-8266
ROBERT H TERHUNE	15881 W COMMERCE DALEVILLE IN 47334	765-378-3440
JOHN LIAPES	801 E MAIN ST DANVILLE IN 46122	317-745-4440
JASON MONFORT	410 N 13TH ST DECATUR IN 46733-1256	260-724-8812
DEAN E DIMICHELE	501 W MAIN ST DELPHI IN 46923	765-564-9210
MAUREEN KOSANOVICH	338 N HALLECK DEMOTTE IN 46310-9419	219-987-7303
BENJAMIN FREEMAN	915 JOLIET ROAD DYER IN 46311	219-865-9480
JACK LUBEZNIK	1811 E COLUMBUS DRIVE EAST CHICAGO IN 46312-2825	219-398-3338
RODNEY LUBEZNIK	4745 INDIANAPOLIS BLVD EAST CHICAGO IN 46312-3327	219-397-8000
ANDY W BALL	11995 N US HWY 31 EDINBURGH IN 46124	812-526-8458
ESTEPHAN AWAD	130 N MAIN ST ELKHART IN 46514	574-327-6188
ESTEPHAN AWAD	1430 S NAPPANEE ST ELKHART IN 46516	574-326-3928
ESTEPHAN AWAD	2808 N CASSOPOLIS ST ELKHART IN 46514-5532	574-327-6188
ESTEPHAN AWAD	3429 S MAIN STREET ELKHART IN 46517-3125	574-293-9225
ESTEPHAN AWAD	21879 STATE HWY 120 ELKHART IN 46514	574-295-5699
REGINALD O JONES	7340 W STATE ROAD 28 ELWOOD IN 46036	765-551-8069
MICHAEL L BURRELL	115 S ROSENBERGER EVANSVILLE IN 47712-5900	812-421-0569
IVAN CARVAJAL	19700 US HWY 41 N EVANSVILLE IN 47725	812-867-0480
IVAN CARVAJAL	999 E MOUNT PLEASANT RD EVANSVILLE IN 47725	812-867-9003
IVAN CARVAJAL	3700 NORTH FIRST AVE EVANSVILLE IN 47710	812-422-8005
IVAN CARVAJAL	1617 BARTLETT AVE EVANSVILLE IN 47711	812-425-5922
KELSEY BURRELL HAMLET	909 N ST JOSEPH AVE EVANSVILLE IN 47712	812-422-8717
JOSEPH KENWORTHY, III	20 N MAIN STREET EVANSVILLE IN 47710	812-425-0635
JOSEPH KENWORTHY, III	49 BURKHARDT RD EVANSVILLE IN 47715-2725	812-476-8422
JOSEPH KENWORTHY, III	3350 N GREEN RIVER RD EVANSVILLE IN 47715-1352	812-471-3015
SUSAN B MANN	4701 LINCOLN AVENUE EVANSVILLE IN 47715	812-477-7041
SUSAN B MANN	2960 COVERT AVE EVANSVILLE IN 47714-4033	812-477-0279
SUSAN B MANN	799 N GREEN RIVER RD EVANSVILLE IN 47715-2415	812-473-0223
SUSAN B MANN	1148 WASHINGTON AVE EVANSVILLE IN 47714	812-773-3065
SUSAN B MANN	25 INDUSTRIAL PARK RD FERDINAND IN 47532	812-998-2023
ERIC P MOORE	8907 E 116TH ST FISHERS IN 46038	317-842-0013
ERIC P MOORE	9611 NORTH BY NE BLVD FISHERS IN 46038	317-578-2028
ERIC P MOORE	9290 E 131ST ST FISHERS IN 46038-3553	317-578-1432
ERIC P MOORE	11909 FISHERS CROSSING DRIVE FISHERS IN 46038	317-841-1048
WILLIAM C BOLDT, JR.	202 E RUDISILL FORT WAYNE IN 46806	260-745-5511
DEAN E DIMICHELE	3202 ST JOE CENTER ROAD FORT WAYNE IN 46835	260-485-8625
DEAN E DIMICHELE	9827 LIMA ROAD FORT WAYNE IN 46818	260-489-4205
ERNEST JON LAFONTANT	1103 GOSHEN RD FORT WAYNE IN 46808-2029	260-483-8355
ERNEST JON LAFONTANT	1333 W WASHINGTON CENTER RD FORT WAYNE IN 46825-4142	260-489-4708
ERNEST JON LAFONTANT	5225 E DUPONT RD FORT WAYNE IN 46845	260-739-7904
JAMES WONG	5703 W JEFFERSON ST FORT WAYNE IN 46804-1672	260-432-7267
JAMES WONG	10310 ILLINOIS RD FORT WAYNE IN 46814	260-625-5282
JAMES WONG	515 W JEFFERSON FORT WAYNE IN 46802-2905	260-420-7845
JAMES WONG	7640 S ANTHONY BLVD FORT WAYNE IN 46816	260-447-3200
ANDY W BALL	1139 N MORTON ST FRANKLIN IN 46131-1257	317-738-3224
ANDY W BALL	2080 E KING ST FRANKLIN IN 46131	317-738-4471
MATTHEW BALL	6800 N OLD US 27 FREMONT IN 46737	260-833-7067
RODNEY LUBEZNIK	761 S LAKE STREET GARY IN 46403-2916	219-938-8299
RODNEY LUBEZNIK	3520 GRANT STREET GARY IN 46408-1422	219-887-1927
RODNEY LUBEZNIK	1527 W 5TH AVE GARY IN 46402	219-885-2299
NICHOLAS R TERHUNE	1040 E. MAIN ST. GAS CITY IN 46933	765-674-6971
ESTEPHAN AWAD	1706 ELKHART RD GOSHEN IN 46526-1940	574-533-1271
ESTEPHAN AWAD	2001 LINCOLNWAY E GOSHEN IN 46526-6416	574-533-9565
ESTEPHAN AWAD	18423 US 20 GOSHEN IN 46528	574-296-1088

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAY OKAYAMA	12880 ST RD 23 GRANGER IN 46530	574-271-1800
TIMOTHY JEDELE	940 INDIANAPOLIS ST GREENCASTLE IN 46135	765-653-3715
EDWARD JOHN CUMMINGS, II	595 E EADS PKY GREENDALE IN 47025	812-537-9316
ERIC P MOORE	1490 N STATE ST GREENFIELD IN 46140-1058	317-462-9618
ERIC P MOORE	2290 N 600 W GREENFIELD IN 46140-9643	317-894-4132
ERIC P MOORE	1903 N LINCOLN ST GREENSBURG IN 47240-1255	812-663-9300
VICTOR M RIVERA	1197 S PARK DR GREENWOOD IN 46143-9059	317-889-9949
PAUL WOJTOWICZ	121 MARLIN DR GREENWOOD IN 46142	317-882-8097
PAUL WOJTOWICZ	2252 US HWY 31 S GREENWOOD IN 46143	317-883-2563
ZACHARY L WOJTOWICZ	2556 SOUTH SR 135 GREENWOOD IN 46143	317-535-9800
DORIS BOULRECE	3639 169TH ST HAMMOND IN 46323	219-845-8625
RODNEY LUBEZNIK	6437 COLUMBIA AVE HAMMOND IN 46320-2747	219-933-7077
RODNEY LUBEZNIK	7420 KENNEDY AVENUE HAMMOND IN 46323	219-845-0554
RODNEY LUBEZNIK	CALUMET AVE & CHICAGO AVE HAMMOND IN 46327	219-932-3217
GEORGE SALIBA	470 E LAGRANGE RD HANOVER IN 47243	812-866-6619
DEAN E DIMICHELE	1903 N WALNUT ST HARTFORD CITY IN 47348-1363	765-348-5009
NICOLE UMFLEET	3150 E 181ST PLACE HEBRON IN 46341	219-690-1633
JOSE D GUTIERREZ	10326 INDIANAPOLIS BLVD HIGHLAND IN 46322	219-924-8397
NICOLE UMFLEET	9117 INDIANAPOLIS BLVD HIGHLAND IN 46322	219-923-9634
NICOLE UMFLEET	3904 RIDGE ROAD HIGHLAND IN 46322	219-923-2736
JEFFERY A TEMPLIN	7915 EAST RIDGE RD HOBART IN 46342-2454	219-942-4145
JAMES WONG	60 HOME ST HUNTINGTON IN 46750-1346	260-356-8016
ANDY W BALL	4941 KNIGHTS WAY INDIANAPOLIS IN 46217-9330	317-787-3977
JAMES BUTLER	7236 W 10TH ST INDIANAPOLIS IN 46224	317-247-1415
JAMES BUTLER	3501 W 86TH ST INDIANAPOLIS IN 46268-1930	317-872-3953
JAMES BUTLER	6155 CRAWFORDSVILLE RD INDIANAPOLIS IN 46224-3711	317-244-7552
JAMES BUTLER	1445 W 86TH ST INDIANAPOLIS IN 46260	317-876-8955
GARY N ELEY	9851 E WASHINGTON ST INDIANAPOLIS IN 46229-3037	317-898-1156
TERRY J FINN	7190 PENDLETON PIKE INDIANAPOLIS IN 46226-5172	317-547-4014
TERRY J FINN	1934 N SHADELAND AVE INDIANAPOLIS IN 46219	317-356-1153
LAURIE A HENRY	5140 W WASHINGTON ST INDIANAPOLIS IN 46241-2206	317-241-0136
LAURIE A HENRY	6830 W 38TH ST INDIANAPOLIS IN 46254-3910	317-291-5600
LAURIE A HENRY	7800 COL H WEIR COOK MEMORIAL DRIVE INDIANAPOLIS IN 46241	317-270-9008
REGINALD O JONES	5199 N KEYSTONE AVE INDIANAPOLIS IN 46205-1518	317-202-9280
REGINALD O JONES	1020 BROAD RIPPLE AVE INDIANAPOLIS IN 46220	317-257-4649
BLAKE KOSANOVICH	4705 E 10TH ST INDIANAPOLIS IN 46201	317-351-4166
JOHN LIAPES	9536 N MERIDIAN INDIANAPOLIS IN 46260-1311	317-846-7038
MOHOMMED MOALIKYAR	3745 N POST RD INDIANAPOLIS IN 46226-6063	317-897-2687
MOHOMMED MOALIKYAR	4545 W 38TH ST INDIANAPOLIS IN 46254	317-293-1415
RAHI A MOALIKYAR	9833 FALL CREEK RD INDIANAPOLIS IN 46256	317-849-3011
JAMES S POORE	3435 W 16TH ST INDIANAPOLIS IN 46222-2659	317-632-3863
JAMES S POORE	3828 W MORRIS ST INDIANAPOLIS IN 46241-2618	317-241-6219
JAMES S POORE	6056 W 71ST ST INDIANAPOLIS IN 46268	317-297-3912
JAMES S POORE	4802 W 57TH ST INDIANAPOLIS IN 46254-1418	317-291-1920
JAMES S POORE	5617 N MICHIGAN RD INDIANAPOLIS IN 46228	317-259-7402
JAMES K PROPS	2830 S MADISON INDIANAPOLIS IN 46225-2406	317-784-4492
JAMES K PROPS	3649 S KEYSTONE AVENUE INDIANAPOLIS IN 46227	317-780-1184
VICTOR M RIVERA	5416 S EAST ST INDIANAPOLIS IN 46227-1920	317-786-4776
VICTOR M RIVERA	2230 S SHERMAN DR INDIANAPOLIS IN 46203-4854	317-788-1326
VICTOR M RIVERA	4044 E SOUTHPORT ROAD INDIANAPOLIS IN 46227	317-755-1115
VICTOR M RIVERA	4541 S EMERSON INDIANAPOLIS IN 46203-5931	317-782-0737
VICTOR M RIVERA	3909 W 96TH ST INDIANAPOLIS IN 46268-3155	317-872-2454
VICTOR M RIVERA	5935 MADISON AVE INDIANAPOLIS IN 46227	317-791-8002
JOSEPH SILVA	7229 E WASHINGTON INDIANAPOLIS IN 46219	317-353-2771
JOSEPH SILVA	2551 EMERSON AVE INDIANAPOLIS IN 46218	317-541-1364
VALERIE SILVA	37 W 38TH ST INDIANAPOLIS IN 46208-4349	317-926-8326
MYASHA L SMITH	6061 E 82ND ST INDIANAPOLIS IN 46250-1524	317-849-5033
MYASHA L SMITH	7000 N GRAHAM RD INDIANAPOLIS IN 46220-4018	317-842-1467
MYASHA L SMITH	6840 W WASHINGTON ST INDIANAPOLIS IN 46241-2937	317-247-0414
MYASHA L SMITH	2425 E 38TH ST INDIANAPOLIS IN 46218-1157	317-546-3681
MYASHA L SMITH	7279 NORTH KEYSTONE AVENUE INDIANAPOLIS IN 46240-3243	317-254-1934
MYASHA L SMITH	4906 KENTUCKY AVE INDIANAPOLIS IN 46221	317-856-8152
ZAFAR M TABASSUM	1611 N MERIDIAN ST INDIANAPOLIS IN 46202-1401	317-920-1258
PETER WOJTOWICZ	2524 S COUNTY LINE RD E INDIANAPOLIS IN 46227-6317	317-888-6258
PETER WOJTOWICZ	3021 SOUTHEASTERN AVENUE INDIANAPOLIS IN 46203-1453	317-631-3484
PETER WOJTOWICZ	3515 S POST RD INDIANAPOLIS IN 46239	317-862-0904
PETER WOJTOWICZ	7911 US 31 SOUTH INDIANAPOLIS IN 46227	317-882-1991

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PETER WOJTOWICZ	5030 SOUTHPORT CROSSING PL INDIANAPOLIS IN 46227	317-859-9760
PETER WOJTOWICZ	7822 BROOKVILLE ROAD INDIANAPOLIS IN 46239	317-353-2563
PETER WOJTOWICZ	OUTLOT 3 8148 E SOUTHPORT ROAD INDIANAPOLIS IN 46259	317-862-0854
SUSAN B MANN	450 HWY 231 S JASPER IN 47547	812-482-7778
SUSAN B MANN	4130 NEWTON ST JASPER IN 47546	812-634-6212
BRANDON G BELL	5506 HWY 62 JEFFERSONVILLE IN 47130	812-284-5380
BRANDON G BELL	927 INDIANA AVENUE JEFFERSONVILLE IN 47130	812-590-6945
SAMUEL M LUBEZNIK	104 N 7TH STREET KENTLAND IN 47951	219-474-9506
VANESSA MOORE	6190 SOUTH STATE ROAD 109 KNIGHTSTOWN IN 46148	765-785-2090
WILLIAM C BOLDT, JR.	1411 S HEATON ST KNOX IN 46534-2315	574-772-7199
BLAKE KOSANOVICH	201 E LINCOLN RD KOKOMO IN 46902-3562	765-453-3802
SAMUEL M LUBEZNIK	164 PINE LAKE RD LA PORTE IN 46350	219-362-5819
SAMUEL M LUBEZNIK	200 BOYD BOULEVARD LA PORTE IN 46350	219-362-6717
MICHAEL H BROOKS	2812 US 231 S LAFAYETTE IN 47909	765-474-6477
MICHAEL H BROOKS	3606 OSBORNE LANE LAFAYETTE IN 47909	765-471-9365
WILLIAM C BOLDT, JR.	613 DETROIT ST LAGRANGE IN 46761	260-463-8958
ERIC P MOORE	10955 PENDLETON PIKE LAWRENCE IN 46256	317-826-9226
EDWARD JOHN CUMMINGS, II	860 W EADS PKY LAWRENCEBURG IN 47025	812-539-4324
KAREN HEIMKREITER	24072 STATE LINE ROAD LAWRENCEBURG IN 47025	812-637-1079
ESTEPHAN AWAD	1320 LINCOLNWAY S LIGONIER IN 46767	260-894-3478
WALTER NOWAKOWSKI	ST RD 54 E LINTON IN 47441	812-847-2767
DEAN E DIMICHELE	3201 E MARKET ST LOGANSPOIT IN 46947	574-722-2337
DEAN E DIMICHELE	611 W MARKET ST LOGANSPOIT IN 46947	574-753-9815
SUSAN B MANN	106 E BROADWAY LOOGOOTEE IN 47553	812-295-3469
WILLIAM T MODRAK	1705 E COMMERCIAL LOWELL IN 46356-2110	219-696-8010
GEORGE SALIBA	744 CLIFTY DR MADISON IN 47250-1613	812-273-4460
DEAN E DIMICHELE	253 TIPPY DITCH MARION IN 46952	765-662-0502
DEAN E DIMICHELE	3723 S WESTERN AVE MARION IN 46953	765-674-7006
NICOLE K DIMICHELE	1225 N BALDWIN AVE MARION IN 46952-2533	765-664-5149
MICHAEL T STIEGLITZ	1021 MORTON AVENUE MARTINSVILLE IN 46151	765-342-7049
RÉGINALD O JONES	9707 OLIO ROAD MCCORDSVILLE IN 46040	317-335-7080
SEAN BAUER	13615 BLUE LICK ROAD MEMPHIS IN 47143	812-294-3470
SHERRI ASHBY MODRAK	1939 E 80TH AVENUE MERRILLVILLE IN 46410	219-769-1329
SHERRI ASHBY MODRAK	2900 WEST 81ST AVENUE MERRILLVILLE IN 46410	219-769-4330
DORIS BOULRECE	6093 BROADWAY MERRILLVILLE IN 46410	219-985-2050
JEFFERY A TEMPLIN	6100 MISSISSIPPI STREET MERRILLVILLE IN 46410	219-947-4044
SAMUEL M LUBEZNIK	3507 S FRANKLIN MICHIGAN CITY IN 46361	219-872-0411
SAMUEL M LUBEZNIK	2404 E MICHIGAN BLVD MICHIGAN CITY IN 46360	219-874-7772
SAMUEL M LUBEZNIK	5816 S FRANKLIN ST MICHIGAN CITY IN 46360	219-878-2642
WILLIAM C BOLDT, JR.	57900 STATE HWY 13 MIDDLEBURY IN 46540	574-825-5062
JAMES NEGRE	3520 BREMEN HIGHWAY MISHAWAKA IN 46544-6500	574-222-2310
JAY OKAYAMA	1011 W MCKINLEY MISHAWAKA IN 46545	574-255-5992
JAY OKAYAMA	2771 LINCOLNWAY E MISHAWAKA IN 46544-3535	574-255-2616
JAY OKAYAMA	5704 GRAPE RD MISHAWAKA IN 46545	574-272-5226
MICHAEL T STIEGLITZ	SR 37 & HWY 60 MITCHELL IN 47446-9665	812-849-6800
CHAD DIMICHELE	726 WEST BROADWAY MONTICELLO IN 47960	574-583-8030
PAUL R JEDELE	5 W SOUTH ST MOORESVILLE IN 46158-1731	317-831-6300
PAUL R JEDELE	2299 KOGER STREET MOORESVILLE IN 46158	317-539-4525
MICHAEL L BURRELL	1008 E 4TH ST MT. VERNON IN 47620	812-838-1800
NICHOLAS R TERHUNE	901 E MCGALLIARD ST MUNCIE IN 47303-2022	765-282-2778
ROBERT H TERHUNE	500 E CHARLES ST MUNCIE IN 47305-2610	765-284-8848
ROBERT H TERHUNE	305 SOUTH TILLOTSON AVENUE MUNCIE IN 47304-4358	765-284-6047
ROBERT H TERHUNE	3301 N CHADAM LN MUNCIE IN 47305	765-286-2046
ROBERT H MAZZARO	515 RIDGE RD MUNSTER IN 46321	219-836-1969
WILLIAM C BOLDT, JR.	1540 E MARKET NAPPANEE IN 46550-2300	574-773-3511
MICHAEL T STIEGLITZ	501 E STATE ROAD 46 NASHVILLE IN 47448	812-988-4452
BRANDON G BELL	2621 CHARLESTOWN RD NEW ALBANY IN 47150-2536	812-944-2970
BRANDON G BELL	2107 STATE ST NEW ALBANY IN 47150-4922	812-948-1675
BLAKE KOSANOVICH	1720 S MEMORIAL DR NEW CASTLE IN 47362-1214	765-529-2970
VALERIE SILVA	5122 W HWY 52 NEW PALESTINE IN 46163	317-861-4026
SUSAN B MANN	7800 W HWY 66 NEWBURGH IN 47630	812-853-6378
TRACEY A JONES	13255 TEGLER DRIVE NOBLESVILLE IN 46060	317-773-0873
BLAKE KOSANOVICH	17650 VILLAGE CENTER DRIVE NOBLESVILLE IN 46062-7305	317-896-1081
ERIC P MOORE	1810 E CONNER STREET NOBLESVILLE IN 46060-3052	317-774-0493
ERIC P MOORE	14625 HAZEL DELL CROSSING NOBLESVILLE IN 46062	317-816-0675
JAMES WONG	SR 114 & SR 13 NORTH MANCHESTER IN 46962	260-982-4419
MICHAEL T STIEGLITZ	1479 N STATE ST NORTH VERNON IN 47265-9483	812-346-4006



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
NICHOLAS R TERHUNE	9000 WEST INTERPARK DRIVE PENDLETON IN 46064	317-485-4244
ROBERT H TERHUNE	11 ENTERPRISE DRIVE PENDLETON IN 46064	765-778-7676
DEAN E DIMICHELE	951 W MAIN ST PERU IN 46970-1739	765-472-3540
DEAN E DIMICHELE	2916 W 100 N PERU IN 46970	765-472-2817
ANDREW J FRANCIS JR	6101 CAMBRIDGE WAY PLAINFIELD IN 46168	317-839-1241
PAUL R JEDELE	609 W MAIN ST PLAINFIELD IN 46168	317-838-8982
HARRY L SMITH	2655 E MAIN ST PLAINFIELD IN 46168	317-839-5828
WILLIAM C BOLDT, JR.	2010 N MICHIGAN ST PLYMOUTH IN 46563-1048	574-936-9522
WILLIAM C BOLDT, JR.	2056 US HWY 31 PLYMOUTH IN 46563	574-784-2100
RODNEY LUBEZNIK	6120 CENTRAL AVENUE PORTAGE IN 46368-3602	219-762-9453
RODNEY LUBEZNIK	6075 US HWY 6 PORTAGE IN 46368	219-763-1810
RODNEY LUBEZNIK	6321 AMERIPLEX DRIVE PORTAGE IN 46368	219-762-0900
DEAN E DIMICHELE	618 N MERIDIAN PORTLAND IN 47371-1134	260-726-9506
WALTER NOWAKOWSKI	2001 W BROADWAY PRINCETON IN 47670-1084	812-385-5296
MAUREEN KOSANOVICH	4255 US HWY 24 W REMINGTON IN 47977	219-261-2589
LARRY KOSANOVICH	8834 W STATE RD 114 RENSSELAER IN 47978	219-866-4408
LARRY KOSANOVICH	819 SOUTH COLLEGE DRIVE RENSSELAER IN 47978	219-866-4174
JEREMY S HAMILTON	400 COMMERCE RD RICHMOND IN 47374-2647	765-962-5073
KYLE J PAWLING	1725 E MAIN ST RICHMOND IN 47374-5703	765-966-4021
KYLE J PAWLING	3126 NATIONAL RD W RICHMOND IN 47374-4414	765-935-2979
KYLE J PAWLING	2320 CHESTER BLVD RICHMOND IN 47374	765-965-0421
WILLIAM C BOLDT, JR.	101 MCDONALDS DR ROCHESTER IN 46975-4036	574-223-9473
ANDY W BALL	1602 N MAIN ST RUSHVILLE IN 46173-1121	765-932-5545
MICHAEL T STIEGLITZ	601 S MAIN ST SALEM IN 47167-1039	812-883-1976
JOSE D GUTIERREZ	1855 US HWY 41 SCHERERVILLE IN 46375-1601	219-322-6005
BRANDON G BELL	1512 W MCCLAIN ST SCOTTSBURG IN 47170	812-752-6400
MICHAEL T STIEGLITZ	913 EAST TIPTON ST SEYMOUR IN 47274	812-522-3868
MICHAEL T STIEGLITZ	427 STEVENS WAY SEYMOUR IN 47274	812-523-3866
PAUL WOJTOWICZ	1851 WEST 400 NORTH SHELBYVILLE IN 46176	317-398-1060
ZACHARY L WOJTOWICZ	1631 E STATE RD SHELBYVILLE IN 46176	317-398-0257
ZACHARY L WOJTOWICZ	10 W RAMPART RD SHELBYVILLE IN 46176	317-392-3312
ESTEPHAN AWAD	2001 S MICHIGAN ST SOUTH BEND IN 46613-2317	574-217-8734
ESTEPHAN AWAD	3221 LINCOLNWAY W (AIRPORT) SOUTH BEND IN 46628-1450	574-204-2558
ESTEPHAN AWAD	5021 WESTERN AVENUE SOUTH BEND IN 46619-2311	574-234-1716
ESTEPHAN AWAD	416 N MICHIGAN ST SOUTH BEND IN 46601-1228	574-855-3527
JAMES NEGRE	4711 S MIAMI SOUTH BEND IN 46614-3225	574-291-8838
JAY OKAYAMA	52665 SR 933 SOUTH BEND IN 46637	574-277-0810
JAY OKAYAMA	1519 NORTH IRONWOOD DRIVE SOUTH BEND IN 46635	574-277-0193
JAY OKAYAMA	1850 LINCOLNWAY E SOUTH BEND IN 46613-3423	574-287-9843
JAY OKAYAMA	3402 PORTAGE AVE SOUTH BEND IN 46628	574-273-4907
WALTER NOWAKOWSKI	480 E MORGAN AVE SPENCER IN 47460	812-829-2630
JOSE D GUTIERREZ	9769 WICKER AVE ST. JOHN IN 46373	219-365-3932
ANDY W BALL	7880 N OLD US HWY 421 ST. PAUL IN 47272	765-525-4000
WALTER NOWAKOWSKI	755 W STATE ROAD 154 SULLIVAN IN 47882	812-268-5420
ESTEPHAN AWAD	902 S HUNTINGTON ST SYRACUSE IN 46567	574-457-5220
JOSEPH KENWORTHY, III	149 E HWY 66 TELL CITY IN 47586	812-547-3444
NICHOLAS J KASPRZYK	3032 WABASH TERRE HAUTE IN 47803-1516	812-234-3032
NICHOLAS J KASPRZYK	2111 LAFAYETTE AVE TERRE HAUTE IN 47805-2917	812-466-2844
NICHOLAS J KASPRZYK	3606 S US HIGHWAY 41 TERRE HAUTE IN 47802	812-232-1010
NICHOLAS J KASPRZYK	222 S 3RD ST TERRE HAUTE IN 47807-3409	812-234-2207
NICHOLAS J KASPRZYK	2633 STATE RD 46 TERRE HAUTE IN 47803	812-877-6440
BLAKE KOSANOVICH	805 E JEFFERSON ST TIPTON IN 46072-1853	765-675-7645
ANDY W BALL	706 W TRAFALGER POINTE WAY TRAFALGAR IN 46181	317-878-4243
JONATHAN M TERHUNE	115 S COLUMBIA UNION CITY IN 47390	765-964-7000
RODNEY LUBEZNIK	2002 CALUMET AVENUE VALPARAISO IN 46383-2706	219-462-7278
RODNEY LUBEZNIK	364 WEST US HWY 6 VALPARAISO IN 46383-7914	219-762-6885
RODNEY LUBEZNIK	2150 MORTHLAND DR VALPARAISO IN 46383	219-531-0250
RODNEY LUBEZNIK	2610 LA PORTE AVE VALPARAISO IN 46383	219-548-5864
EDWARD JOHN CUMMINGS, II	301 S ADAMS ST VERSAILLES IN 47042-0280	812-689-7207
WALTER NOWAKOWSKI	2300 NORTH 6TH STREET VINCENNES IN 47591-2404	812-882-6969
WALTER NOWAKOWSKI	2320 HART ST VINCENNES IN 47591-6338	812-882-9339
DEAN E DIMICHELE	1300 NORTH CASS STREET WABASH IN 46992-1028	260-563-8524
ESTEPHAN AWAD	1010 E WATERFORD STREET WAKARUSA IN 46573	574-862-7962
WILLIAM C BOLDT, JR.	801 ROOSEVELT ROAD WALKERTON IN 46574	574-586-2548
JAMES WONG	7221 S WARREN RD WARREN IN 46792	260-375-4280
WILLIAM C BOLDT, JR.	315 N DETROIT ST WARSAW IN 46580-3040	574-267-6305
WILLIAM C BOLDT, JR.	2473 JALYNN ST WARSAW IN 46582	574-267-7272

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES WONG	3611 COMMERCE DR WARSAW IN 46580-3929	574-267-5368
WALTER NOWAKOWSKI	1450 EAST NATIONAL HIGHWAY WASHINGTON IN 47501-3760	812-254-1212
MICHAEL T STIEGLITZ	8333 W STATE ROAD 56 WEST BADEN SPRINGS IN 47469-9415	812-936-3800
CHAD DIMICHELE	605 STADIUM AVE WEST LAFAYETTE IN 47906-2667	765-743-7518
DEAN E DIMICHELE	124 E STATE ST WEST LAFAYETTE IN 47906	765-743-6069
BLAKE KOSANOVICH	945 EAST TOURNAMENT TRAIL WESTFIELD IN 46074	317-804-8820
GLENN LUBEZNIK	800 N FLYNN RD WESTVILLE IN 46391	219-785-4845
ANDY W BALL	2962 COUNTY RD 500 NORTH WHITELAND IN 46184	317-535-7597
JOHN LIAPES	4155 S INDIANAPOLIS ROAD WHITESTOWN IN 46075	317-769-2255
VINCENT HALE	1822 INDIANAPOLIS BLVD WHITING IN 46394-1327	219-473-0630
WILLIAM C BOLDT, JR.	600 N US 35 WINAMAC IN 46996	574-946-7912
JONATHAN M TERHUNE	911 E WASHINGTON ST WINCHESTER IN 47394	765-584-1019
JAMES WONG	5959 N SR 101 WOODBURN IN 46797	260-632-0808
ROBERT H TERHUNE	1400 S NEBO RD YORKTOWN IN 47396	765-254-1397
JOHN LIAPES	50 BRENDON WAY ZIONSVILLE IN 46077	317-873-9812
JAMES S POORE	6235 SOUTH HEARTLAND DRIVE ZIONSVILLE IN 46077	317-769-6130
DANA COOK	2103 N BUCKEYE ABILENE KS 67410-1507	785-263-1722
ALYSSA MOTEN	115 CENTRAL AVENUE ANDOVER KS 67002	316-733-0001
MICHAEL T LANE	801 W MAIN ANTHONY KS 67003	620-842-3808
MICHAEL T LANE	2022 N SUMMIT ST ARKANSAS CITY KS 67005-3851	620-442-3122
MICHAEL DOBSKI	118 S 8TH ATCHISON KS 66002-2743	913-367-0771
JENNIFER K LANE	520 W 7TH AUGUSTA KS 67010	316-775-5075
GLEN D NICHOLS, JR.	2800 MILITARY AVENUE BAXTER SPRINGS KS 66713-2346	620-856-3401
MICHAEL T LANE	MILEMARKER 25. 7 KANSAS TOLLWAY BELLE PLAINE KS 67013	620-399-8311
MICHAEL DOBSKI	606 S 130TH BONNER SPRINGS KS 66012-9233	913-422-7817
GLEN D NICHOLS, JR.	101 W 14TH ST CHANUTE KS 66720	620-431-2938
GLEN D NICHOLS, JR.	302 W 11TH COFFEYVILLE KS 67337-5905	620-251-3330
SCOTT G ANGELOS	2000 SOUTH RANGE COLBY KS 67701	785-462-8159
GLEN D NICHOLS, JR.	420 SOUTHEAST AVE COLUMBUS KS 66725	620-429-2700
DANA COOK	1420 LINCOLN ST CONCORDIA KS 66901-4841	785-243-1426
MICHAEL DOBSKI	34225 COMMERCE DR DE SOTO KS 66018	913-585-1166
MICHAEL T LANE	917 N BALTIMORE DERBY KS 67037-1818	316-788-3344
MICHAEL T LANE	610 NORTH ROCK ROAD DERBY KS 67037	316-788-1779
JAMES R KUEHL	703 W WYATT EARP BLVD DODGE CITY KS 67801-4249	620-227-7008
JAMES R KUEHL	2613 CENTRAL AVE DODGE CITY KS 67801	620-801-4555
ROBERT G LANE	2002 W CENTRAL EL DORADO KS 67042-3201	316-321-4910
MICHAEL T LANE	2810 W 18TH EMPORIA KS 66801	620-342-9444
MICHAEL T LANE	KS TURNPIKE MILEPOST 132 EMPORIA KS 66801	620-343-8444
HUGH O'REILLY, JR.	1202 W 6TH AVE EMPORIA KS 66801-2563	620-342-9325
GLEN D NICHOLS, JR.	2224 S MAIN FORT SCOTT KS 66701-3024	620-223-1322
JASON E MILLIGAN	1613 KANSAS PLZ GARDEN CITY KS 67846-6234	620-275-1922
JASON E MILLIGAN	1106 NORTH TAYLOR AVENUE GARDEN CITY KS 67846-4017	620-276-3311
DAVID B BATES	26240 W 174TH ST GARDNER KS 66030	913-856-8123
JOSEPH R LANE	20019 W KELLOGG DR GODDARD KS 67052	316-794-3434
SCOTT G ANGELOS	2325 ENTERPRISE RD GOODLAND KS 67735-9721	785-899-7371
ROBERT G LANE	3307 10TH ST GREAT BEND KS 67530-3534	620-792-1406
JAMES R KUEHL	3406 VINE ST HAYS KS 67601-1939	785-628-6115
JAMES R KUEHL	1201 VINE STREET HAYS KS 67601-3452	785-625-1712
ALYSSA MOTEN	200 N MAIN STREET HAYSVILLE KS 67060	316-522-6266
ANNE ALON	1001 S 1ST ST HIAWATHA KS 66434	785-742-3377
JASON E MILLIGAN	612 E 11TH ST HUGOTON KS 67951	620-544-4233
ROBERT G LANE	20 E 4TH ST HUTCHINSON KS 67501-6933	620-665-5642
ROBERT G LANE	603 E 30TH ST HUTCHINSON KS 67502-8432	620-662-6462
ROBERT G LANE	1407 E 11TH AVE HUTCHINSON KS 67501-2750	620-662-4014
GLEN D NICHOLS, JR.	401 W MYRTLE INDEPENDENCE KS 67301-3321	620-331-7177
GLEN D NICHOLS, JR.	312 W MADISON IOLA KS 66749-3228	620-365-7571
DANA COOK	416 W 6TH ST JUNCTION CITY KS 66441-3051	785-238-4000
DANA COOK	1127 S WASHINGTON JUNCTION CITY KS 66441	785-238-5391
ANNE ALON	4215 RAINBOW BOULEVARD KANSAS CITY KS 66103-3112	913-677-3220
ANNE ALON	10555 PARALLEL PARKWAY KANSAS CITY KS 66111	913-299-9600
JOHN M BELL	3725 STATE AVENUE KANSAS CITY KS 66102-3830	913-371-0606
JOHN M BELL	605 S 7TH ST KANSAS CITY KS 66105-2001	913-321-9225
CASSANDRA SAVAGE	7530 STATE AVE KANSAS CITY KS 66112	913-334-1400
CASSANDRA SAVAGE	4101 KANSAS AVE KANSAS CITY KS 66106	913-281-1312
CASSANDRA SAVAGE	812 MINNESOTA AVENUE KANSAS CITY KS 66101-2609	913-321-0542
CASSANDRA SAVAGE	4427 SHAWNEE DR KANSAS CITY KS 66106	913-262-5223
JOSEPH R LANE	1123 HWY 54 KINGMAN KS 67068	620-532-1255

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
THOMAS DOBSKI	901 WEST 23RD STREET LAWRENCE KS 66046	785-843-8522
THOMAS DOBSKI	1309 W 6TH ST LAWRENCE KS 66044-2220	785-841-4132
THOMAS DOBSKI	4911 W 6TH ST LAWRENCE KS 66044	785-842-6900
THOMAS DOBSKI	3241 IOWA STREET LAWRENCE KS 66047	785-841-5062
THOMAS DOBSKI	I-70 MILEMARKER 209 LAWRENCE KS 66046	785-331-4120
THOMAS DOBSKI	3121 S 4TH ST TRFY LEAVENWORTH KS 66048-5005	913-651-5577
JOHN M BELL	4600 W 119TH ST LEAWOOD KS 66209	913-339-9303
MIKE GHADIMIAN	3860 W 95TH LEAWOOD KS 66206	913-642-1304
ANNE ALON	13330 W 87TH PKY LENEXA KS 66215-4536	913-438-2711
ANNE ALON	15920 W 87TH ST PKY LENEXA KS 66215	913-599-4560
JASON E MILLIGAN	24 E PANCAKE LIBERAL KS 67901-4114	620-624-8741
JASON E MILLIGAN	1800 N KANSAS LIBERAL KS 67901	620-626-7556
DAVID B BATES	1409 W AMITY LOUISBURG KS 66053	913-837-3519
DANA COOK	800 N 4TH STREET MANHATTAN KS 66502-5703	785-789-1008
DANA COOK	1011 WESTLOOP PL MANHATTAN KS 66502-2835	785-539-1672
DAVID JENNINGS	2101 EAST KANSAS AVENUE MCPHERSON KS 67460	620-241-0522
CASSANDRA SAVAGE	8915 JOHNSON DR MERRIAM KS 66202	913-432-3874
CASSANDRA SAVAGE	6767 JOHNSON DR MISSION KS 66202-2620	913-432-0020
DAVID JENNINGS	1321 NORTH MAIN STREET NEWTON KS 67114-1915	316-284-2891
ANNE ALON	618 SANTA FE ST OLATHE KS 66061	913-764-1500
ANNE ALON	2200 E SANTE FE OLATHE KS 66062	913-764-8900
ANNE ALON	1600 S HAMILTON CIR OLATHE KS 66061-5379	913-768-7431
ANNE ALON	12091 STRANG LINE RD OLATHE KS 66062-5256	913-764-7390
ANNE ALON	15095 W 151ST ST OLATHE KS 66062	913-829-5877
ANNE ALON	199 N PARKER OLATHE KS 66061	913-829-6185
ANNE ALON	17921 W 119TH ST OLATHE KS 66061	913-397-8900
HUGH O'REILLY, JR.	2214 PRINCETON CIRCLE DR OTTAWA KS 66067-4025	785-242-4451
ANNE ALON	7700 METCALF AVE OVERLAND PARK KS 66204-2930	913-381-3133
ANNE ALON	9401 FOSTER ST OVERLAND PARK KS 66212-2232	913-649-8690
ANNE ALON	11000 QUIVIRA RD OVERLAND PARK KS 66210-1290	913-469-0474
ANNE ALON	7926 W 151ST ST OVERLAND PARK KS 66223-2118	913-897-5334
ANNE ALON	8750 W 135TH ST OVERLAND PARK KS 66223	913-685-8595
ANNE ALON	11850 W 135TH ST OVERLAND PARK KS 66210	913-685-9898
ANNE ALON	10999 METCALF AVENUE OVERLAND PARK KS 66211	913-491-0970
DAVID B BATES	11600 W 95TH ST OVERLAND PARK KS 66214	913-541-2622
DAVID B BATES	7124 W 119TH ST OVERLAND PARK KS 66213-1116	913-338-3011
DAVID B BATES	9405 W 75TH ST OVERLAND PARK KS 66204	913-381-1101
CASSANDRA SAVAGE	9717 W 87TH STREET OVERLAND PARK KS 66212	913-642-3738
DAVID B BATES	1610 E PEORIA PAOLA KS 66071	913-294-9395
DAVID JENNINGS	5900 AIR CAP DRIVE PARK CITY KS 67219-2105	316-744-3519
GLEN D NICHOLS, JR.	301 N 16TH PARSONS KS 67357	620-421-0244
GLEN D NICHOLS, JR.	3008 NORTH BROADWAY PITTSBURG KS 66762-2631	620-231-0560
GLEN D NICHOLS, JR.	1125 S BROADWAY PITTSBURG KS 66762-5801	620-231-1925
JOSEPH R LANE	1805 E 1ST ST PRATT KS 67124-2075	620-672-1915
CASSANDRA SAVAGE	5103 ROE AVE ROELAND PARK KS 66205	913-831-7774
JAMES R KUEHL	1435 S FOSSIL RUSSELL KS 67665-3612	785-483-6554
DANA COOK	2236 PLANET SALINA KS 67401-7350	785-825-6775
DANA COOK	125 E DIAMOND DRIVE SALINA KS 67401	785-452-9195
DANA COOK	701 SOUTH BROADWAY SALINA KS 67401	785-825-5301
DANA COOK	1100 E CRAWFORD SALINA KS 67401	785-825-2511
ANNE ALON	101 N ST SENECA KS 66538	785-336-3190
ANNE ALON	16210 W 65TH ST SHAWNEE KS 66217	913-248-1316
DAVID B BATES	11005 W 75TH SHAWNEE KS 66214	913-631-3488
MICHAEL DOBSKI	22315 W 66TH STREET SHAWNEE KS 66226	913-667-3504
CASSANDRA SAVAGE	11801 W 63RD ST SHAWNEE KS 66203-3337	913-631-1444
ROBERT G LANE	1006 S MAIN ST SOUTH HUTCHINSON KS 67505	620-664-5848
KEVIN DOBSKI	2001 N TOPEKA TOPEKA KS 66608-1828	785-232-9081
KEVIN DOBSKI	29TH & WANAMAKER TOPEKA KS 66614	785-271-8363
KEVIN DOBSKI	3530 NW 46TH ST TOPEKA KS 66608	785-246-1555
MARILYN DOBSKI	5525 SW 21ST ST TOPEKA KS 66604-3647	785-273-1741
THOMAS DOBSKI	3117 S TOPEKA AVE TOPEKA KS 66611-2124	785-266-4770
THOMAS DOBSKI	1100 KANSAS AVE TOPEKA KS 66612-1329	785-232-4434
THOMAS DOBSKI	1201 GAGE BLVD TOPEKA KS 66604-1883	785-273-0111
THOMAS DOBSKI	2880 SOUTHEAST CALIFORNIA AVENUE TOPEKA KS 66605-1713	785-267-6181
THOMAS DOBSKI	1640 SW WANAMAKER TOPEKA KS 66604-3801	785-272-1955
JASON E MILLIGAN	105 W OKLAHOMA ULYSSES KS 67880	620-356-3507
JAMES R KUEHL	745 S FIRST STREET WAKEENEY KS 67672	785-743-2911

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DANA COOK	701 E 24 HWY WAMEGO KS 66545	785-456-2500
THOMAS C ONDEK	1820 E 16TH ST WELLINGTON KS 67152	620-399-8492
JOSEPH R LANE	2418 S SENECA AVE WICHITA KS 67216	316-262-4331
JOSEPH R LANE	456 S WEST WICHITA KS 67213-2108	316-945-8411
JOSEPH R LANE	506 NORTH TYLER ROAD WICHITA KS 67212-3633	316-722-5371
JOSEPH R LANE	6350 W KELLOGG WICHITA KS 67209-2330	316-942-2791
JOSEPH R LANE	122 N SENECA WICHITA KS 67208	316-267-9020
JOSEPH R LANE	7311 W 21ST ST WICHITA KS 67206	316-721-2088
JOSEPH R LANE	2437 SW ST WICHITA KS 67217	316-941-4750
JOSEPH R LANE	1421 N WEST ST WICHITA KS 67212	316-943-8032
MICHAEL T LANE	1050 N BROADWAY WICHITA KS 67214-2907	316-267-8701
MICHAEL T LANE	411 S BROADWAY WICHITA KS 67202-3909	316-267-2333
MICHAEL T LANE	3430 S HYDRAULIC WICHITA KS 67216	316-554-7801
MICHAEL T LANE	1645 S WEBB RD WICHITA KS 67207	316-687-5494
ROBERT G LANE	1630 S HILLSIDE WICHITA KS 67211-4019	316-686-9612
ROBERT G LANE	1811 N HILLSIDE WICHITA KS 67214-2317	316-651-0332
ROBERT G LANE	4810 S BROADWAY WICHITA KS 67216-3713	316-522-0588
ROBERT G LANE	1219 S ROCK RD WICHITA KS 67207-3319	316-687-9664
ROBERT G LANE	2261 N AMIDON WICHITA KS 67203	316-838-4555
ROBERT G LANE	545 N HILLSIDE WICHITA KS 67214	316-686-4575
ROBERT G LANE	10321 W 21ST WICHITA KS 67212	316-729-7300
ROBERT G LANE	2616 W 53RD ST WICHITA KS 67204	316-832-9646
ROBERT G LANE	6410 E CENTRAL AVE WICHITA KS 67206	316-681-0160
ALYSSA MOTEN	8100 E 21ST CT WICHITA KS 67226	316-685-6690
ALYSSA MOTEN	3527 N ROCK RD WICHITA KS 67226	316-636-5222
ALYSSA MOTEN	11989 E KELLOGG DR WICHITA KS 67207	316-683-4852
ALYSSA MOTEN	11130 E 21ST STREET NORTH WICHITA KS 67226	316-315-0199
MICHAEL T LANE	2130 PIKE RD WINFIELD KS 67156-5448	620-221-4036
PAMELA HANCOCK	801 N CROSS ST ALBANY KY 42602	606-387-9404
GRANT GROEN	6707 ALEXANDRIA PIKE ALEXANDRIA KY 41001	859-635-9922
THOMAS WOLF	2550 WINCHESTER AVENUE ASHLAND KY 41101-7838	606-324-1214
THOMAS WOLF	150 RUSSELL ROAD ASHLAND KY 41101-7192	606-329-9611
THOMAS WOLF	6015 US RTE 60 ASHLAND KY 41101	606-928-2223
THOMAS WOLF	351 RIVER HILL ROAD ASHLAND KY 41101	606-325-8064
THOMAS WOLF	14525 STATE ROUTE 180 ASHLAND KY 41102	606-929-5740
JOHN FARIS, JR.	US 25 E PARKWAY HC 84 BOX 505 BARBOURVILLE KY 40906	606-546-2036
THOMAS R BURRELL	103 PARKVIEW DR BARDSTOWN KY 40004	502-348-4495
MICHAEL L BURRELL	1860 N MAIN ST BEAVER DAM KY 42320-9500	270-274-4070
MICHAEL KILROY	15 DONNERMEYER DR BELLEVUE KY 41073-1301	859-581-9136
MICHAEL C LOVE JR	25 COMMERCE BLVD BENTON KY 42025	270-527-2924
MICHAEL C LOVE JR	75 US HWY 68 E BENTON KY 42025	270-527-3614
JOHN FARIS, JR.	109 BRENWOOD DR BEREA KY 40403	859-986-4206
JOHN FARIS, JR.	101 GLADES RD BEREA KY 40403	859-986-9141
ALEXANDRIA L BURRELL	603 HENNESSY WAY BOWLING GREEN KY 42101	270-780-0245
MICHAEL L BURRELL	1925 RUSSELLVILLE RD BOWLING GREEN KY 42101-3754	270-781-7984
MICHAEL L BURRELL	2420 NASHVILLE ROAD BOWLING GREEN KY 42101	270-782-4788
PAUL M BURRELL, II	3080 SCOTTSVILLE RD BOWLING GREEN KY 42101	270-781-9838
PAUL M BURRELL, II	1616 CAMPBELL LANE BOWLING GREEN KY 42104	270-793-0810
PAUL M BURRELL, II	612 31 W BYP BOWLING GREEN KY 42103	270-842-4181
MICHAEL WALDRAM	5878 HOPKINSVILLE RD CADIZ KY 42211	270-522-3235
MICHAEL C LOVE JR	I-24 & HWY 62 CALVERT CITY KY 42029	270-395-4575
THOMAS R BURRELL	605 E BROADWAY CAMPBELLSVILLE KY 42718	270-465-6658
PAUL G GROEN	I 71 & SR 227 CARROLLTON KY 41008	502-732-5613
THOMAS WOLF	US ROUTE 23 LOUISA ROAD CATLETTSBURG KY 41129	606-739-6388
MATTHEW SAVAGE	901 SANDERS RD CAVE CITY KY 42127	270-773-2900
MICHAEL L BURRELL	402 S 2ND ST CENTRAL CITY KY 42330	270-757-1400
GRANT GROEN	3720 ALEXANDRIA PIKE COLD SPRING KY 41076	859-201-9393
PAMELA HANCOCK	980 JAMESTOWN RD COLUMBIA KY 42728-1012	270-384-3873
JOHN FARIS, JR.	1410 MASTER STREET CORBIN KY 40701	606-528-9811
JOHN FARIS, JR.	1977 CUMBERLAND FALLS HWY CORBIN KY 40701	606-526-9002
JOHN FARIS, JR.	249 W CUMBERLAND GAP PKWY CORBIN KY 40701	606-258-0633
JUDSON W PICKARD JR.	302 PHILADELPHIA COVINGTON KY 41011-1236	859-261-0361
ERICA SHADOIN	3903 WINSTON AVE COVINGTON KY 41015-1706	859-491-6968
PAUL G GROEN	2513 HAZLEWOOD DRIVE CRESCENT SPRINGS KY 41017	859-341-2232
BRANDON G BELL	6410 W HWY 146 CRESTWOOD KY 40014	502-241-4799
ERICA SHADOIN	120 SPEARS LN CRITTENDEN KY 41030	859-428-0895
GERALD F HEALY, III	853 US HWY 27 S CYNTHIANA KY 41031	859-234-6199

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARK R PRATER	280 JANE TRL DANVILLE KY 40422	859-238-7512
ABBY TAMME	113 THOROUGHbred DR DANVILLE KY 40422	859-936-9240
PAUL G GROEN	10 BLACKBURN RD DRY RIDGE KY 41035	859-824-6249
KATHY MCENANEY	82 US HWY 62 W EDDYVILLE KY 42038	270-388-5347
ERICA SHADOIN	6 SPERTI DRIVE EDGEWOOD KY 41017	859-331-5094
PAMELA HANCOCK	1423 W STOCKTON ST EDMONTON KY 42129	270-432-5919
THOMAS R BURRELL	517 WEST DIXIE HIGHWAY ELIZABETHTOWN KY 42701-2439	270-765-7775
THOMAS R BURRELL	1700 N DIXIE HWY ELIZABETHTOWN KY 42701-9439	270-737-1185
THOMAS R BURRELL	3210 LEITCHFIELD RD ELIZABETHTOWN KY 42724	270-234-9525
THOMAS R BURRELL	BOURBON ST, LOT #2 ELIZABETHTOWN KY 42701	270-769-3744
EMILY KASSELMANN	4872 NORTH MAIN STREET EMINENCE KY 40019	502-845-8470
ERICA SHADOIN	3050 DIXIE HWY ERLANGER KY 41018-1826	859-341-8873
REGAN GIST HEINRICH	1131 RIDGEWAY AVE FALMOUTH KY 41040	859-654-4144
THOMAS WOLF	2133 ARGILLITE RD FLATWOODS KY 41139	606-836-7061
TIMOTHY J CASCIO	ST RT 32 & BYPASS 11 FLEMINGSBURG KY 41041	606-849-3277
GRANT GROEN	7909 DREAM ST FLORENCE KY 41042-1801	859-371-5078
GRANT GROEN	6726 DIXIE HWY FLORENCE KY 41042-2108	859-282-9604
PAUL G GROEN	5985 CENTENNIAL CIRCLE FLORENCE KY 41042	859-647-7111
REGAN GIST HEINRICH	310 VERSAILLES RD FRANKFORT KY 40601-3634	502-695-3519
REGAN GIST HEINRICH	102 LIMESTONE LANE FRANKFORT KY 40601-4314	502-227-8096
KELSEY BURRELL HAMLET	820 N MAIN STREET FRANKLIN KY 42135	270-586-7225
KELSEY BURRELL HAMLET	110 STEELE ROAD FRANKLIN KY 42134	270-586-8985
KRISTINE KENWORTHY	104 NOLAN AVE FULTON KY 42041-8220	270-472-0221
REGAN GIST HEINRICH	400 CONNECTOR ROAD GEORGETOWN KY 40324-9729	502-868-0663
REGAN GIST HEINRICH	259 CHERRY BLOSSOM WAY GEORGETOWN KY 40324	502-867-4942
REGAN GIST HEINRICH	171 SOUTHGATE DR GEORGETOWN KY 40324	502-863-5660
THOMAS R BURRELL	101 SMITH ROAD GLASGOW KY 42141	270-651-9200
THOMAS R BURRELL	58 GLENDALE HODGENVILLE ROAD GLENDALE KY 42740	270-369-0300
JOHN FARIS, JR.	RT. 119, SOUTH SIDE MALL GOODY KY 41514	606-237-5696
THOMAS WOLF	751 CAROL MALONE BLVD GRAYSON KY 41143	606-474-8222
THOMAS R BURRELL	885 CAMPBELLSVILLE RD GREENSBURG KY 42743	270-932-3147
THOMAS WOLF	1519 SEATON AVENU GREENUP KY 41144-1222	606-473-5660
MICHAEL L BURRELL	900 N MAIN STREET GREENVILLE KY 42345-1774	270-338-0294
THOMAS R BURRELL	1116 OLD HWY 60 HARDINSBURG KY 40143	270-756-1999
JOHN FARIS, JR.	2501 U.S. 421 HARLAN KY 40831	606-573-9373
ABBY TAMME	BEAUMONT PLAZA S COLLEGE HARRODSBURG KY 40330	859-734-9000
KENNETH PATULA	205 CITIZENS LANE HAZARD KY 41701	606-439-0370
PAUL A PATULA	1326 COMBS ROAD HAZARD KY 41701	606-436-5309
GRANT GROEN	1980 PETERSBURG RD HEBRON KY 41048	859-586-2707
ERICA SHADOIN	AIRPORT CONC 3B HEBRON KY 41048	859-767-3295
KELSEY BURRELL HAMLET	2053 HWY 41 N HENDERSON KY 42420	270-827-1222
KELSEY BURRELL HAMLET	122 S GREEN ST HENDERSON KY 42420-3539	270-826-0800
THOMAS R BURRELL	932 S LINCOLN BLVD HODGENVILLE KY 42748	270-358-5751
JOSEPH P MCENANEY	2604 FORT CAMPBELL BLVD HOPKINSVILLE KY 42240-4939	270-885-9491
JOSEPH P MCENANEY	502 NORTH DR HOPKINSVILLE KY 42240	270-885-0021
MATTHEW SAVAGE	4000 L&N TURNPIKE HORSE CAVE KY 42749	270-786-1600
GRANT GROEN	2088 DECLARATION DR INDEPENDENCE KY 41051	859-363-0500
JOHN FARIS, JR.	7900 KY-645 INEZ KY 41224	606-297-7997
REGAN GIST HEINRICH	901 RICHMOND RD IRVINE KY 40336	606-723-1013
GERALD F HEALY, III	931 KY HWY 15 N JACKSON KY 41339-0904	606-666-5788
EMILY KASSELMANN	512 S FIRST AVE LAGRANGE KY 40031	502-222-1928
TYLER A NAHRA	249 LEXINGTON ROAD LANCASTER KY 40444	859-792-9493
MARK R PRATER	203 W PARK LAWRENCEBURG KY 40342-1365	502-839-5326
ABBY TAMME	1013 COMMERCE WAY LAWRENCEBURG KY 40342	502-859-3843
THOMAS R BURRELL	503 W MAIN ST LEBANON KY 40033	270-692-6399
JONATHAN B PETER	150 PLAZA PARK BLVD LEBANON JUNCTION KY 40150	502-833-2007
THOMAS R BURRELL	714 S MAIN LEITCHFIELD KY 42754-1055	270-259-9298
REGAN GIST HEINRICH	2321 VERSAILLES ROAD LEXINGTON KY 40504-1605	859-254-8791
REGAN GIST HEINRICH	2483 NICHOLASVILLE ROAD LEXINGTON KY 40503-3158	859-278-5902
REGAN GIST HEINRICH	1499 RUSSELL CAVE RD LEXINGTON KY 40511	859-252-0430
REGAN GIST HEINRICH	357 S LIMESTONE AVE LEXINGTON KY 40508	859-252-0711
REGAN GIST HEINRICH	2271 ELKHORN ROAD NORTH LEXINGTON KY 40505-4813	859-293-5312
REGAN GIST HEINRICH	1114 NEW CIRCLE RD LEXINGTON KY 40505-4137	859-254-9148
REGAN GIST HEINRICH	1620 LEESTOWN RD LEXINGTON KY 40510	859-252-2265
REGAN GIST HEINRICH	768 WINCHESTER RD LEXINGTON KY 40508	859-254-4080
REGAN GIST HEINRICH	2359 RICHMOND RD LEXINGTON KY 40502	859-266-7816
REGAN GIST HEINRICH	1845 GEORGETOWN ROAD LEXINGTON KY 40511	859-785-0388

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARY DENISE LONG	4131 TATES CREEK CTR LEXINGTON KY 40517	859-273-4666
MARY DENISE LONG	1950 STANTON WAY LEXINGTON KY 40511-1350	859-389-8118
MARY DENISE LONG	1921 PLAUDIT PL LEXINGTON KY 40509	859-543-9320
MARY DENISE LONG	100 MARKETPLACE DR LEXINGTON KY 40513	859-245-9791
MARY DENISE LONG	5521 ATHENS BOONESBORO RD LEXINGTON KY 40509	859-263-0835
MARY DENISE LONG	3100 PIMLICO PKWY LEXINGTON KY 40517-4028	859-523-7170
ALLAN P NAHRA	2012 HARRODSBURG ROAD LEXINGTON KY 40503	859-276-2939
BRADLEY NAHRA	3765 PALOMAR CENTRE DRIVE LEXINGTON KY 40513	859-223-8811
RANDAL BAIRD	735 NW WILKINSON BLVD LIBERTY KY 42539	606-787-8614
REGAN GIST HEINRICH	1804 N MAIN ST LONDON KY 40741	606-878-8255
REGAN GIST HEINRICH	25 S LAUREL LONDON KY 40741	606-864-8778
REGAN GIST HEINRICH	170 W DANIEL BOONE PKY LONDON KY 40741	606-864-9702
JOHN FARIS, JR.	US-23 NEW AND ROUTE 3 LOUISA KY 41230	606-638-3336
BRITTNEY BARNETT	9254 WESTPORT RD LOUISVILLE KY 40241	502-426-2692
BRITTNEY BARNETT	1100 HURSTBOURNE LN LOUISVILLE KY 40222	502-425-3628
BRITTNEY BARNETT	287 N HUBBARDS LANE LOUISVILLE KY 40207	502-897-0963
BRITTNEY BARNETT	2314 BROWNSBORO RD LOUISVILLE KY 40206	502-721-9055
SEAN BAUER	3340 TAYLOR BLVD LOUISVILLE KY 40215-2661	502-909-0584
SEAN BAUER	301 E WARNOCK ST LOUISVILLE KY 40217	502-909-0490
SEAN BAUER	520 N 22ND LOUISVILLE KY 40203	502-775-5454
SEAN BAUER	420 E MARKET ST LOUISVILLE KY 40202-1113	502-583-8400
SEAN BAUER	5001 S 3RD ST LOUISVILLE KY 40214-2207	502-909-0586
SEAN BAUER	4940 BROWNSBORO RD LOUISVILLE KY 40222-6438	502-426-5996
SEAN BAUER	2800 OUTER LOOP LOUISVILLE KY 40219-3548	502-966-2222
BRANDON G BELL	1212 W BROADWAY LOUISVILLE KY 40203-2056	502-584-7446
BRANDON G BELL	3100 POPLAR LEVEL RD LOUISVILLE KY 40217	502-636-3229
BRANDON G BELL	3005 FERN VALLEY RD LOUISVILLE KY 40213-3521	502-966-4749
BRANDON G BELL	12341 SHELBYVILLE RD LOUISVILLE KY 40243-1472	502-245-1717
BRANDON G BELL	2209 TAYLORSVILLE RD LOUISVILLE KY 40205	502-454-6806
BRANDON G BELL	2720 W BROADWAY LOUISVILLE KY 40211	502-778-7110
BRANDON G BELL	12414 LA GRANGE RD LOUISVILLE KY 40245	502-241-0930
BRANDON G BELL	998 BRECKENRIDGE LN LOUISVILLE KY 40207	502-721-7781
CATHY BELL	11600 BLUE GRASS PKY LOUISVILLE KY 40299	502-267-5536
CATHY BELL	3820 RUCKRIEGEL PARKWAY LOUISVILLE KY 40299	502-261-9939
CATHY BELL	12627 TAYLORSVILLE RD LOUISVILLE KY 40299	502-266-7656
MATTHEW DODD	1245 BARDSTOWN RD LOUISVILLE KY 40204-1303	502-459-3475
MATTHEW DODD	4445 CANE RUN RD LOUISVILLE KY 40216-4501	502-909-0513
MATTHEW DODD	2500 DIXIE HWY LOUISVILLE KY 40216-5202	502-778-2500
MATTHEW DODD	10411 DIXIE HWY LOUISVILLE KY 40272-3953	502-935-7889
GUY GOMEZ	3350 PRESTON HWY LOUISVILLE KY 40213-1359	502-368-7940
NAGENDRA JELLA	8600 DIXIE HWY LOUISVILLE KY 40258-1002	502-935-2762
NAGENDRA JELLA	6701 DIXIE HWY LOUISVILLE KY 40258	502-933-4616
NAGENDRA JELLA	6400 GREENWOOD RD LOUISVILLE KY 40258	502-937-2880
NICOLE PERRY TOPPER	2961 BRECKENRIDGE LN LOUISVILLE KY 40220-1463	502-451-8169
NICOLE PERRY TOPPER	207 W BROADWAY LOUISVILLE KY 40202-2111	502-584-4773
IRA JEAN SALLS	5630 BARDSTOWN RD LOUISVILLE KY 40291-1912	502-239-8585
IRA JEAN SALLS	4306 BARDSTOWN RD LOUISVILLE KY 40220	502-491-8640
IRA JEAN SALLS	3340 BARDSTOWN RD LOUISVILLE KY 40218-4602	502-459-6206
IRA JEAN SALLS	8600 CITADEL WAY LOUISVILLE KY 40220	502-491-8852
IRA JEAN SALLS	6214 OLD SHEPHERDSVILLE RD LOUISVILLE KY 40228	502-961-8678
IRA JEAN SALLS	7724 BARDSTOWN ROAD LOUISVILLE KY 40291	502-384-9673
JOHN I SALLS	5600 PRESTON HWY LOUISVILLE KY 40219-1304	502-969-9272
BRANDON G BELL	9901 ORMSBY STATION ROAD LYNDON KY 40223	502-326-5191
CHRISTOPHER MCENANEY	1400 N MAIN ST MADISONVILLE KY 42431-1284	270-821-8221
CHRISTOPHER MCENANEY	40 RUBY DRIVE MADISONVILLE KY 42431	270-821-4806
REGAN GIST HEINRICH	40 MUDDY GAP RD MANCHESTER KY 40962	606-391-0454
JOSEPH P MCENANEY	129 N MAIN ST MARION KY 42064	270-965-5866
JOHN FARIS, JR.	12575 MAIN ST MARTIN KY 41649	606-285-0723
MICHAEL C LOVE SR	1006 CUBA ROAD MAYFIELD KY 42066-3268	270-247-4780
TIMOTHY J CASCIO	902 US 68 MAYSVILLE KY 41056	606-564-3319
JOHN FARIS, JR.	495 NORTH 12TH STREET MIDDLESBORO KY 40965	606-248-0449
JOHN FARIS, JR.	3615 W CUMBERLAND AVE MIDDLESBORO KY 40965	606-248-5945
REGAN GIST HEINRICH	1007 GREEN GABLE DRIVE MIDWAY KY 40347	859-846-4216
RANDAL BAIRD	1560 N MAIN ST MONTICELLO KY 42633-2047	606-348-6540
GERALD F HEALY, III	402 FEMINGSBURG RD MOREHEAD KY 40351	606-784-6211
GERALD F HEALY, III	1690 FLEMING ROAD MOREHEAD KY 40351	606-780-4927
MICHAEL L BURRELL	322 N MORGAN ST MORGANFIELD KY 42437	270-389-9938

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ALEXANDRIA L BURRELL	1174 S MAIN STREET MORGANTOWN KY 42261	270-526-6333
JONATHAN B PETER	121 OAKBROOK DR MOUNT WASHINGTON KY 40047-7552	502-538-2300
GERALD F HEALY, III	642 MAYSVILLE RD MT. STERLING KY 40353	859-498-1530
GERALD F HEALY, III	3060 OWINGSVILLE ROAD MT. STERLING KY 40353	859-498-2431
JOHN FARIS, JR.	1035 RICHMOND ST MT. VERNON KY 40456	606-256-3753
THOMAS R BURRELL	100 OLD MAIN ST MUNFORDVILLE KY 42765	270-524-9200
MICHAEL C LOVE JR	107 N 12TH ST MURRAY KY 42071-1911	270-753-5548
BRIAN KILROY	1930 MONMOUTH STREET NEWPORT KY 41071	859-261-2000
BRADLEY NAHRA	100 IMPERIAL HWY NICHOLASVILLE KY 40356-2502	859-885-4100
TYLER A NAHRA	100 S HENDREN WAY NICHOLASVILLE KY 40356	859-881-1573
TYLER A NAHRA	100 E BRANNON RD NICHOLASVILLE KY 40356	859-245-1131
CHAD GRAY	101 AUBURN ST OAK GROVE KY 42262	270-640-6322
CLARK GRAY	8190 PEMBROKE OAK GROVE ROAD OAK GROVE KY 42262	270-439-2393
IRA JEAN SALLS	8220 PRESTON HWY OKOLONA KY 40219-5308	502-964-8282
THOMAS WOLF	720 E TOM T HALL BLVD OLIVE HILL KY 41164	606-286-0203
CHRISTOPHER MCENANEY	2750 FREDERICA ST OWENSBORO KY 42301-5442	270-684-7254
CHRISTOPHER MCENANEY	2306 E 4TH STREET OWENSBORO KY 42303	270-683-5053
CHRISTOPHER MCENANEY	4800 FREDERICA ST OWENSBORO KY 42301-7414	270-926-0570
CHRISTOPHER MCENANEY	2730 PARRISH AVE OWENSBORO KY 42301-2688	270-683-3545
CHRISTOPHER MCENANEY	3328 HWY 54 OWENSBORO KY 42303	270-852-4906
GRANT GROEN	506 SOUTH MAIN ST OWENTON KY 40359	502-484-3900
GERALD F HEALY, III	I-64 STATE ROUTE 36 OWINGSVILLE KY 40360	606-674-3989
MICHAEL C LOVE JR	3480 CLARKS RIVER ROAD PADUCAH KY 42001	270-443-8005
MICHAEL C LOVE SR	2627 JACKSON ST PADUCAH KY 42001	270-442-1833
MICHAEL C LOVE SR	2224 LONE OAK RD PADUCAH KY 42001	270-554-8876
MICHAEL C LOVE SR	3955 HINKLEVILLE ROAD PADUCAH KY 42001	270-444-2044
JOHN FARIS, JR.	305 NORTH MAYO TRAIL PAINTSVILLE KY 41240	606-789-6989
GERALD F HEALY, III	101 REINHOLD ST PARIS KY 40361-1019	859-987-6115
EMILY KASSELMANN	487 PENDLETON RD PENDLETON KY 40055	502-743-9911
JOHN FARIS, JR.	3683 N MAYO TRAIL PIKEVILLE KY 41501	606-432-4395
JOHN FARIS, JR.	101 BAIRD AVE PIKEVILLE KY 41501	606-437-4836
JOHN FARIS, JR.	190 CASSADY BLVD PIKEVILLE KY 41501	606-432-8848
JOHN FARIS, JR.	630 KENTUCKY AVE PINEVILLE KY 40977	606-337-1505
JOHN FARIS, JR.	584 VILLAGE DRIVE PRESTONSBURG KY 41653	606-886-3442
JOHN FARIS, JR.	NORTH LAKE DRIVE PRESTONSBURG KY 41653	606-886-1223
JOSEPH P MCENANEY	205 HIGHWAY 62 WEST PRINCETON KY 42445-2404	270-365-2555
SEAN BAUER	5905 TIMBER RIDGE DR PROSPECT KY 40059	502-292-0755
JOSEPH P MCENANEY	140 US HWY 41A PROVIDENCE KY 42450	270-667-9996
JONATHAN B PETER	110 S DIXIE BLVD RADCLIFF KY 40160	270-351-1400
JONATHAN B PETER	3120 S DIXIE BLVD RADCLIFF KY 40160	270-351-6230
REGAN GIST HEINRICH	485 EASTERN BY-PASS RICHMOND KY 40475	859-623-1428
REGAN GIST HEINRICH	864 EASTERN BY-PASS RICHMOND KY 40475	859-623-8864
REGAN GIST HEINRICH	1001 BRANDY LANE RICHMOND KY 40475	859-623-1210
DAVID BRANSCUM	HWY 127/N. RIDGE SHOP CTR. RUSSELL SPRINGS KY 42642	270-866-7155
TED J LYON	100 ARMORY DR RUSSELLVILLE KY 42276-1602	270-725-5997
JOHN FARIS, JR.	222 E MOUNTAIN PKWY SALYERSVILLE KY 41465-9732	606-467-2488
GRANT GROEN	976 HWY 1039 SANDERS KY 41083	859-567-1216
JOHN FARIS, JR.	ROUTE 32 SANDY HOOK KY 41171	606-467-2487
MICHAEL L BURRELL	359 GALLATIN RD SCOTTSVILLE KY 42164	270-237-5238
ULRIC B PETER, II	200 FRANKFORT ROAD SHELBYVILLE KY 40065	502-633-6516
ULRIC B PETER, II	100 ISAAC SHELBY DRIVE SHELBYVILLE KY 40065	502-647-5516
JONATHAN B PETER	542 HIGHWAY 44 SHEPHERDSVILLE KY 40165	502-543-4804
MATTHEW DODD	4622 DIXIE HWY SHIVELY KY 40216-2606	502-447-8964
CATHY BELL	1101 BUCK CREEK RD SIMPSONVILLE KY 40067	502-722-8015
ALEXANDRIA L BURRELL	625 S MAIN ST SMITH'S GROVE KY 42171	270-563-9168
REGAN GIST HEINRICH	131 S HWY 27 SOMERSET KY 42501-1783	606-678-5466
REGAN GIST HEINRICH	4000 S HWY 27 SOMERSET KY 42502	606-679-6687
THOMAS R BURRELL	804 BARDSTOWN RD SPRINGFIELD KY 40069	859-336-2080
SEAN BAUER	5015 SHELBYVILLE RD ST. MATTHEWS KY 40207	502-896-5660
ALLAN P NAHRA	U.S. 27 & 150 BYPASS STANFORD KY 40484	606-365-2186
GERALD F HEALY, III	385 FURNACE RD STANTON KY 40380	606-663-0501
ERICA SHADOIN	5055 OLD TAYLOR MILL RD TAYLOR MILL KY 41015	859-581-4885
JONATHAN B PETER	555 TAYLORSVILLE RD TAYLORSVILLE KY 40071	502-477-7919
TED J LYON	508 N MAIN ST TOMPKINSVILLE KY 42167	270-487-1726
ERICA SHADOIN	8530 USHY 42 UNION KY 41042	859-525-1500
CAMRON PARSLEY	AA HIGHWAY AT SHELTON STREET VANCEBURG KY 41179	606-796-0800
REGAN GIST HEINRICH	102 UNITED DRIVE VERSAILLES KY 40383-1467	859-873-5720

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ULRIC B PETER, II	1940 WADDY ROAD WADDY KY 40076	502-829-5050
PAUL G GROEN	306 RICHWOOD RD WALTON KY 41094-9521	859-485-1572
ERICA SHADOIN	225 MARY GRUBB'S HWY WALTON KY 41094	859-485-4800
JOHN FARIS, JR.	1640 W MAIN ST WEST LIBERTY KY 41472	606-467-2486
KENNETH PATULA	709 CUMBERLAND RD WHITESBURG KY 41858	606-633-9775
KEVIN HAILEY	1241 N HWY 27 WHITLEY CITY KY 42653	606-376-2400
GRANT GROEN	1450 SAINT JOHNS LANE WILDER KY 41076	859-781-8222
JOHN FARIS, JR.	700 S 10TH ST WILLIAMSBURG KY 40769-1648	606-549-3920
GERALD F HEALY, III	1520 W LEXINGTON AVE WINCHESTER KY 40391	859-744-3493
LAWRENCE MILLER	307 VETERANS MEMORIAL DR ABBEVILLE LA 70510	337-898-1474
JOHN C VALLUZZO	28470 LA HIGHWAY 43 ALBANY LA 70711	225-209-0990
RIKESH A PATEL	4717 JACKSON STREET ALEXANDRIA LA 71303-2506	318-448-3536
RIKESH A PATEL	3915 S MAC ARTHUR DR ALEXANDRIA LA 71302	318-448-8740
RIKESH A PATEL	6021 OLD BOYCE RD ALEXANDRIA LA 71303	318-442-7414
RIKESH A PATEL	507 MACARTHUR DRIVE ALEXANDRIA LA 71301	318-443-6215
JOHN C VALLUZZO	1220 W OAK ST AMITE LA 70422-2762	985-748-9770
MICHAEL L RETZER JR.	1196 HAZEL ST ARCADIA LA 71001	318-263-3997
MARISSA G FISHER	2951 HWY 90 AVONDALE LA 70094	504-436-2208
JOHN C VALLUZZO	200 MAIN ST BAKER LA 70714	225-775-9128
TONY E GILLEY	2005 E MADISON BASTROP LA 71220-4070	318-281-8769
CHRISTOPHER J KRAMPE	6006 PLANK ROAD BATON ROUGE LA 70805-1324	225-355-9150
CHRISTOPHER J KRAMPE	4615 PERKINS RD BATON ROUGE LA 70808-3038	225-924-9822
CHRISTOPHER J KRAMPE	6910 AIRLINE HWY BATON ROUGE LA 70805-4707	225-356-9328
CHRISTOPHER J KRAMPE	11989 HOOPER RD BATON ROUGE LA 70818	225-261-9776
CHRISTOPHER J KRAMPE	5745 CREEK CENTRE DRIVE BATON ROUGE LA 70820	225-769-5291
EDWARD J KRAMPE, III	5224 FLORIDA BLVD BATON ROUGE LA 70806-4127	225-924-9762
EDWARD J KRAMPE, III	2220 S SHERWOOD FOREST BLVD BATON ROUGE LA 70816-8329	225-275-9032
EDWARD J KRAMPE, III	5464 ESSEN LN BATON ROUGE LA 70809-3546	225-766-9145
EDWARD J KRAMPE, III	13146 FLORIDA AVE BATON ROUGE LA 70819	225-275-9086
EDWARD J KRAMPE, III	7188 SIEGEN LN BATON ROUGE LA 70809-4533	225-293-9250
EDWARD J KRAMPE, III	8869 JEFFERSON HWY BATON ROUGE LA 70809	225-216-7774
EDWARD J KRAMPE, III	9750 FLORIDA BLVD BATON ROUGE LA 70815	225-275-9206
JOHN C VALLUZZO	9470 GREENWELL SPRINGS RD BATON ROUGE LA 70814-2911	225-924-9544
JOHN C VALLUZZO	720 GOVERNMENT STREET BATON ROUGE LA 70802-6027	225-383-6478
JOHN C VALLUZZO	14985 AIRLINE HWY BATON ROUGE LA 70817	225-753-3535
JOHN C VALLUZZO	8009 FLORIDA BLVD BATON ROUGE LA 70806	225-926-8990
JOHN C VALLUZZO	9959 PERKINS ROAD BATON ROUGE LA 70809	225-761-8607
JOHN C VALLUZZO	10501 BURBANK DR BATON ROUGE LA 70810	225-769-0172
JOHN C VALLUZZO	12387 PLANK ROAD BATON ROUGE LA 70811	225-775-9084
NICHOLAS J VALLUZZO	4979 JONES CREEK RD BATON ROUGE LA 70817-1530	225-753-9139
NICHOLAS J VALLUZZO	2278 ONEAL LN BATON ROUGE LA 70816	225-754-7404
NICHOLAS J VALLUZZO	10011 DAWNADELE AVE. BATON ROUGE LA 70809	225-291-2834
TERRY WILBURN	1319 HWY 90 E BAYOU VISTA LA 70380	985-395-5590
MARISSA G FISHER	7862 HWY 23 BELLE CHASSE LA 70037	504-394-7951
JOHN C VALLUZZO	250 CUMBERLAND STREET BOGALUSA LA 70427	985-732-3973
CHARLES CHRISMAN	4605 EAST TEXAS STREET BOSSIER CITY LA 71111	318-742-4010
SUSAN L CHRISMAN	210 BENTON ROAD BOSSIER CITY LA 71111-4702	318-742-1829
SUSAN L CHRISMAN	2571 VIKING DR BOSSIER CITY LA 71111-2103	318-747-7458
ROY L GRIGGS	4010 BARKSDALE BLVD BOSSIER CITY LA 71112-3902	318-742-7542
EDWARD J KRAMPE, III	465 E MILLS AVEN BREAUX BRIDGE LA 70517	337-332-5947
LAWRENCE MILLER	123 SAINT NAZAIRE RD BROUSSARD LA 70518	337-837-5944
LAWRENCE MILLER	208 ST NAZAIRE RD BROUSSARD LA 70518	337-839-0401
JOHN C VALLUZZO	801 S VAUGHN BRUSLY LA 70719	225-749-7112
CHRISTOPHER J KRAMPE	616 NW MAIN ST BUNKIE LA 71322	318-346-9000
CHRISTOPHER J KRAMPE	925 VETERANS DRIVE CARENCRO LA 70520	337-886-1116
MICHAEL J VALLUZZO	3401 PARIS ROAD CHALMETTE LA 70043	504-279-7633
MICHAEL J VALLUZZO	8319 WEST JUDGE PEREZ CHALMETTE LA 70043	504-682-2610
TONY E GILLEY	7535 HIGHWAY 165 COLUMBIA LA 71418	318-649-8811
JAMAR THROWER	1007 HIGHWAY 190 COVINGTON LA 70433	985-892-6218
JAMAR THROWER	70345 HWY 21 COVINGTON LA 70433-7150	985-875-0152
JAMAR THROWER	71325 HWY 1077 COVINGTON LA 70433	985-893-2561
JOHN C VALLUZZO	73005 HIGHWAY 25 COVINGTON LA 70435	985-809-6803
EDWARD J KRAMPE, III	2026 N PARKERSON AVE CROWLEY LA 70526-2336	337-788-0577
ANTHONY J HERQUES, JR.	14018 W MAIN ST CUT OFF LA 70345	985-798-7702
ANTHONY J HERQUES, JR.	355 HWY 3162 CUT OFF LA 70345	985-325-3001
EDWARD J KRAMPE, III	202 FLORIDA AVE SE DENHAM SPRINGS LA 70726-3729	225-665-9096
JOHN C VALLUZZO	31707 LA HWY 16 DENHAM SPRINGS LA 70726	225-791-4002



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL J VALLUZZO	110 RUSHING RD E DENHAM SPRINGS LA 70726-7842	225-791-8280
MICHAEL J VALLUZZO	34807 LA-16 DENHAM SPRINGS LA 70706	225-791-4002
RIKESH A PATEL	601 E 4TH ST DEQUINCY LA 70633	337-786-3800
AJAY K PATEL	425 N PINE STREET DERIDDER LA 70634	337-462-1555
EDWARD J KRAMPE, III	3009 ORMOND BLVD DESTREHAN LA 70047	985-725-1021
JOHN C VALLUZZO	412 MARCHAND DR DONALDSONVILLE LA 70346-3328	225-473-6380
CHRISTOPHER J KRAMPE	4610 POYDRAS BAYOU RD ERWINVILLE LA 70729	225-351-4054
AJAY K PATEL	2101 W LAUREL AVE EUNICE LA 70535	337-546-0081
TONY E GILLEY	707 N MAIN ST FARMERVILLE LA 71241	318-368-9700
LAWRENCE MILLER	1900 MAIN ST FRANKLIN LA 70538	337-828-1863
JOHN C VALLUZZO	702 WASHINGTON ST FRANKLINTON LA 70438-1790	985-795-9556
EDWARD J KRAMPE, III	5387 W AIRLINE HWY GARYVILLE LA 70051	985-535-2710
JOHN C VALLUZZO	13496 HIGHWAY 73 GEISMAR LA 70734	225-673-9227
EDWARD J KRAMPE, III	915 N AIRLINE HWY GONZALES LA 70737-3020	225-644-6093
JOHN C VALLUZZO	1939 W HWY 30 GONZALES LA 70737-5112	225-647-8824
EDWARD J KRAMPE, III	LA HWY 3125 GRAMERCY LA 70052	225-869-5070
CHRISTOPHER J KRAMPE	1704 I-49 SERVICE ROAD GRAND COTEAU LA 70541	337-662-3734
TERRY WILBURN	4202 W MAIN GRAY LA 70359-9502	985-879-1396
JOYCE E COLIN	1212 STUMPF BLVD GRETNA LA 70053	504-362-0635
LOUIS COLIN	709 TERRY PKY GRETNA LA 70056	504-394-4581
LOUIS COLIN	501 WESTBANK EXPRESSWAY GRETNA LA 70053-5620	504-362-8685
MARISSA G FISHER	140 LAPALCO BLVD GRETNA LA 70053	504-393-2619
JOHN C VALLUZZO	1750 SW RAILROAD AVE HAMMOND LA 70401	985-542-7335
JOHN C VALLUZZO	1913 N MORRISON BLVD HAMMOND LA 70401	985-902-9911
JOHN C VALLUZZO	3009 HWY 190 W HAMMOND LA 70401	985-542-0568
JOHN C VALLUZZO	43133 S AIRPORT ROAD HAMMOND LA 70403	985-340-2952
JADE A COLIN	3407 LAPALCO BLVD HARVEY LA 70058	504-347-2771
JAMES THROWER	1505 MANHATTAN BOULEVARD HARVEY LA 70058	504-366-7994
SUSAN L CHRISMAN	999 HIGHWAY 80 HAUGHTON LA 71037-8885	318-949-8204
JOHNNIE B MARKS	2999 GRANDPOINT HWY HENDERSON LA 70517	337-332-0026
MICHAEL L RETZER JR.	910 W MAIN ST HOMER LA 71040	318-927-1030
ANTHONY J HERQUES, JR.	6219 W PARK AVENUE HOUMA LA 70364	985-868-6593
ANTHONY J HERQUES, JR.	1621 PROSPECT RD HOUMA LA 70363-3735	985-851-6692
ANTHONY J HERQUES, JR.	1540 GRAND CAILLOU RD HOUMA LA 70363	985-868-0696
ANTHONY J HERQUES, JR.	3001 BARROW ST HOUMA LA 70360	985-223-2477
ANTHONY J HERQUES, JR.	1709 MARTIN LUTHER KING BLVD HOUMA LA 70364	985-876-3662
RIKESH A PATEL	715 N THOMPSON IOWA LA 70647	337-582-4040
CHRISTOPHER BARDELL	1151 S CLEARVIEW PKWY JEFFERSON LA 70121	504-733-1421
JAMES THROWER	2916 JEFFERSON HWY JEFFERSON LA 70121-3706	504-833-3579
TONY E GILLEY	2710 E OAK STREET JENA LA 71342	318-992-5900
AJAY K PATEL	1740 ELTON RD JENNINGS LA 70546-3632	337-824-9454
TONY E GILLEY	304 E MAIN ST JONESBORO LA 71251-3204	318-259-2623
DENISE MILLER	503 E 1ST ST KAPLAN LA 70548-5012	337-643-8110
CHRISTOPHER BARDELL	3013 LOYOLA DR KENNER LA 70065	504-472-0459
JAMAR THROWER	2145 VETERANS MEMORIAL BLVD KENNER LA 70062-4002	504-466-0979
JAMAR THROWER	1309 W ESPLANADE AVE KENNER LA 70065-2744	504-465-0645
MICHAEL J VALLUZZO	2126 AIRLINE HWY KENNER LA 70062-6749	504-468-9804
AJAY K PATEL	14342 HWY 165 KINDER LA 70648	337-738-3434
EDWARD J KRAMPE, III	4297 MAIN ST LA PLACE LA 70068-5944	985-652-5171
JOHN C VALLUZZO	1608 W AIRLINE LA PLACE LA 70068-3331	985-652-2600
CHRISTOPHER J KRAMPE	4555 JOHNSTON ST LAFAYETTE LA 70503	337-984-8028
CHRISTOPHER J KRAMPE	1522 JOHNSTON ST LAFAYETTE LA 70503	337-234-5718
CHRISTOPHER J KRAMPE	1737 N UNIVERSITY AVE LAFAYETTE LA 70507	337-269-0234
CHRISTOPHER J KRAMPE	2600 W PINHOOK LAFAYETTE LA 70508	337-234-2035
EDWARD J KRAMPE, III	1430 NE EVANGELINE THWY LAFAYETTE LA 70501	337-233-8693
EDWARD J KRAMPE, III	812 AMBASSADOR CAFFERY PARKWAY LAFAYETTE LA 70506	337-233-0689
EDWARD J KRAMPE, III	2515 KALISTE SALOOM LAFAYETTE LA 70508	337-989-2750
EDWARD J KRAMPE, III	6801 JOHNSTON STREET LAFAYETTE LA 70503	337-993-3112
JACQUELYN MARKS	3201 LOUISIANA AVE LAFAYETTE LA 70501	337-264-0479
RIKESH A PATEL	625 E PRIEN LAKE RD LAKE CHARLES LA 70601-8611	337-478-5622
RIKESH A PATEL	2602 BROAD ST LAKE CHARLES LA 70615	337-433-8622
RIKESH A PATEL	4212 RYAN ST LAKE CHARLES LA 70605	337-474-1880
RIKESH A PATEL	4505 NELSON RD LAKE CHARLES LA 70605	337-474-4040
AJAY K PATEL	US HIGHWAY 171 SOUTH LEESVILLE LA 71446	337-238-1555
AJAY K PATEL	1405 ENTRANCE ROAD LEESVILLE LA 71459	337-537-0366
NICHOLAS J VALLUZZO	12663 HIGHWAY 90 LULING LA 70070	985-785-1440
JAMAR THROWER	4575 LASALLE ST MANDEVILLE LA 70471	985-626-7366

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMAR THROWER	2045 FLORIDA AVE MANDEVILLE LA 70448	985-674-2315
JAMAR THROWER	1687 DOVE PARK RD MANDEVILLE LA 70471	985-893-1089
RIKESH A PATEL	1116 POLK STREET MANSFIELD LA 71052	318-872-3550
EDWARD J KRAMPE, III	110 SLIM LEMOINE RD MANSURA LA 71350	318-253-4985
RIKESH A PATEL	295 SAN ANTONIO AVE MANY LA 71449	318-256-0047
RANDEY FISHER	6140 WESTBANK EXPWY MARRERO LA 70072-2803	504-341-2497
CRYSTAL R MARKS	2551 LAFITTE LAROSE HWY MARRERO LA 70072	504-328-4761
CRYSTAL R MARKS	1681 BARATARIA BLVD MARRERO LA 70072	504-347-3300
NICHOLAS J VALLUZZO	4202 E JUDGE PEREZ DR MERAUX LA 70075	504-684-3774
CHRISTOPHER BARDELL	3313 CLEARY AVE METAIRIE LA 70002-5607	504-885-4762
CHRISTOPHER BARDELL	3532 SEVERN AVE METAIRIE LA 70002-6574	504-889-2559
CHRISTOPHER BARDELL	301 VETERANS HWY METAIRIE LA 70005-3007	504-835-6437
CHRISTOPHER BARDELL	5315 VETERANS MEMORIAL BLVD METAIRIE LA 70003-1725	504-888-5174
JAMES THROWER	6401 AIRLINE HWY METAIRIE LA 70003	504-733-2197
MICHAEL J VALLUZZO	2700 AIRLINE DR METAIRIE LA 70002	504-219-1959
NICHOLAS J VALLUZZO	701 CLEARVIEW PKY METAIRIE LA 70001	504-828-5266
SUSAN L CHRISMAN	303 HOMER RD MINDEN LA 71055-2833	318-371-0688
TONY E GILLEY	1406 N 18TH ST MONROE LA 71201-4912	318-323-3872
TONY E GILLEY	1616 MARTIN LUTHER KING JR DR MONROE LA 71202	318-387-5546
TONY E GILLEY	1614 STERLINGTON RD MONROE LA 71203-3507	318-343-0515
TONY E GILLEY	8023 DESIARD HWY MONROE LA 71203-4939	318-345-2147
TONY E GILLEY	4095 STERLINGTON ROAD MONROE LA 71203	318-327-5523
TERRY WILBURN	6387 US HIGHWAY 90 EAST MORGAN CITY LA 70380	985-385-5002
RIKESH A PATEL	293 SAM HOUSTON JONES PKY MOSS BLUFF LA 70611	337-855-7300
RIKESH A PATEL	5336 HWY 6 NATCHITOCHE LA 71457	318-357-1570
RIKESH A PATEL	304 KEYSER AVENUE NATCHITOCHE LA 71457	318-352-7474
HALEY MILLER	1205 E ADMIRAL DOYLE DR NEW IBERIA LA 70511	337-364-6237
LAWRENCE MILLER	927 E MAIN ST NEW IBERIA LA 70560-3827	337-365-8438
LAWRENCE MILLER	1501 CENTER ST NEW IBERIA LA 70560	337-365-5738
LAWRENCE MILLER	2518 W OLD SPANISH TRAIL NEW IBERIA LA 70560	337-560-4331
CHRISTOPHER BARDELL	2757 CANAL ST NEW ORLEANS LA 70119-5501	504-309-0908
CHRISTOPHER BARDELL	2609 SAINT CLAUDE AVE NEW ORLEANS LA 70117-7248	504-943-3494
CHRISTOPHER BARDELL	3321 SAINT CHARLES AVE NEW ORLEANS LA 70115-4533	504-891-8323
CHRISTOPHER BARDELL	1918 N BROAD ST NEW ORLEANS LA 70119-1848	504-324-3531
CHRISTOPHER BARDELL	3443 S CARROLLTON NEW ORLEANS LA 70118	504-309-4026
CHRISTOPHER BARDELL	3025 ELYSIAN FIELDS AVE NEW ORLEANS LA 70122-3626	504-948-8666
HENRY COAXUM, JR.	10001 I 10 SERVICE ROAD NEW ORLEANS LA 70127-2719	504-248-5764
HENRY COAXUM, JR.	2856 SOUTH CLAIBORNE NEW ORLEANS LA 70125-3932	504-894-8691
HENRY COAXUM, JR.	6005 BULLARD RD NEW ORLEANS LA 70128	504-240-4041
LOUIS COLIN	4589 GENERAL MEYER AVE NEW ORLEANS LA 70131	504-392-2440
LOUIS COLIN	3250 GENERAL DEGAULLE DR NEW ORLEANS LA 70114-6709	504-361-1377
CRYSTAL R MARKS	4240 LOUISA ST NEW ORLEANS LA 70126-5009	504-944-1712
CHRISTOPHER J KRAMPE	440 HOSPITAL ROAD NEW ROADS LA 70760	225-638-9300
TONY E GILLEY	708 S CONSTITUTION AVE OAK GROVE LA 71263	318-428-3251
AJAY K PATEL	159 HWY 165 S OAKDALE LA 71463-2812	318-335-2023
EDWARD J KRAMPE, III	1206 CRESWELL LN OPELOUSAS LA 70570-7813	337-948-9169
NICHOLAS J VALLUZZO	PARADIS LA - 15255 US HWY 90 STO PARADIS LA 70080	985-758-3339
RAYMOND E MASKER III	64121 HWY 1090 PEARL RIVER LA 70452	985-863-2314
JOHNNIE B MARKS	2711 HWY 28 E PINEVILLE LA 71360-5712	318-487-1315
JOHNNIE B MARKS	3313 MONROE HWY PINEVILLE LA 71360-4106	318-640-2944
CHRISTOPHER J KRAMPE	24520 HWY 1 PLAQUEMINE LA 70764-4170	225-687-2115
JOHN C VALLUZZO	810 W PINE ST PONCHATOUA LA 70454	985-370-4610
JOHN C VALLUZZO	150 N LOBDELL HWY PORT ALLEN LA 70767-4170	225-387-9784
CRYSTAL R MARKS	17634 HIGHWAY 190 PORT BARRE LA 70577	337-585-4270
EDWARD J KRAMPE, III	17170 AIRLINE HWY PRAIRIEVILLE LA 70769	225-744-4343
EDWARD J KRAMPE, III	15022 US-61 PRAIRIEVILLE LA 70769	225-744-4343
ANTHONY J HERQUES, JR.	4850 HIGHWAY 1 RACELAND LA 70394	985-532-8003
EDWARD J KRAMPE, III	1026 CHURCH POINT HWY RAYNE LA 70578	337-334-7821
TONY E GILLEY	141 MAXWELL ST RAYVILLE LA 71269	318-728-2133
MICHAEL J VALLUZZO	9601 JEFFERSON HWY RIVER RIDGE LA 70123	504-737-2129
TONY E GILLEY	400 S TRENTON RUSTON LA 71270	318-254-1200
TONY E GILLEY	1101 N. SERVICE RD E RUSTON LA 71270	318-562-5643
JOHN C VALLUZZO	6899 US HIGHWAY 61 SAINT FRANCISVILLE LA 70775	225-635-9300
JOHN C VALLUZZO	1544 HARDING BLVD SCOTLANDVILLE LA 70807-5440	225-775-5345
CHRISTOPHER J KRAMPE	700 I-10 SOUTH FRONTAGE ROAD SCOTT LA 70583	337-504-4403
ROY L GRIGGS	3610 GREENWOOD ROAD SHREVEPORT LA 71109-5108	318-638-8105
ROY L GRIGGS	7000 MANSFIELD RD SHREVEPORT LA 71108-5202	318-603-2039

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROY L GRIGGS	5920 LINE AVENUE SHREVEPORT LA 71106-2038	318-219-7473
ROY L GRIGGS	6705 PINES RD SHREVEPORT LA 71129-2511	318-687-2223
ROY L GRIGGS	395 BERT KOUNS INDUSTRIAL LOOP SHREVEPORT LA 71106-8124	318-688-5578
ROY L GRIGGS	1635 E BERT KOUNS SHREVEPORT LA 71105	318-797-7667
ROY L GRIGGS	1100 KINGS HWY SHREVEPORT LA 71104	318-221-5179
ROY L GRIGGS	2955 PECOS POINT DRIVE SHREVEPORT LA 71118	318-682-9956
AJAY K PATEL	5849 N MARKET STREET SHREVEPORT LA 71107	318-929-4126
RIKESH A PATEL	1302 SHREVEPORT BARKSDALE HWY SHREVEPORT LA 71105-2408	318-861-2532
RIKESH A PATEL	3100 WEST BERT KOUNS INDUSTRIAL LOOP SHREVEPORT LA 71118-2924	318-687-0407
RIKESH A PATEL	1601 N MARKET STREET SHREVEPORT LA 71107	318-222-6151
RAYMOND E MASKER III	1625 GAUSE RD SLIDELL LA 70458-2209	985-641-5847
RAYMOND E MASKER III	100 BROWNSWITCH RD SLIDELL LA 70458-1006	985-646-1081
RAYMOND E MASKER III	2190 GAUSE BLVD W SLIDELL LA 70460	985-781-3080
RAYMOND E MASKER III	370 VOTERS RD SLIDELL LA 70461-3520	985-649-6077
RAYMOND E MASKER III	3096 GAUSE BLVD E SLIDELL LA 70461	985-781-6644
RAYMOND E MASKER III	3301 PONTCHARTRAIN DRIVE SLIDELL LA 70458	985-639-1540
EDWARD J KRAMPE, III	7150A HIGHWAY 22 SORRENTO LA 70778	225-675-8056
STEVE MONTGOMERY	1104 S ARKANSAS ST SPRINGHILL LA 71075-3824	318-539-2400
HALEY MILLER	2020 MAIN ST. MARTINVILLE LA 70582-3640	337-394-5214
RIKESH A PATEL	1609 S RUTH ST SULPHUR LA 70663-4905	337-527-9816
RIKESH A PATEL	297 N CITIES SERVICE HWY SULPHUR LA 70663-5421	337-625-3745
TONY E GILLEY	1601 HWY 65 S TALLULAH LA 71282-4808	318-574-3313
TERRY WILBURN	307 N CANAL BLVD THIBODAUX LA 70301-2912	985-448-1727
TERRY WILBURN	1715 SAINT MARY ST THIBODAUX LA 70301	985-446-5500
TERRY WILBURN	1020 SOUTH ACADIA ROAD THIBODAUX LA 70301	985-447-3632
MELANIE E ROACH	1600 CARTER ST VIDALIA LA 71373	318-336-8080
EDWARD J KRAMPE, III	321 TATE COVE RD VILLE PLATTE LA 70586	337-363-7912
EDWARD J KRAMPE, III	27951 WALKER RD SOUTH WALKER LA 70785	225-665-2829
TONY E GILLEY	202 THOMAS RD WEST MONROE LA 71291-7361	318-388-2227
TONY E GILLEY	150 WELL RD WEST MONROE LA 71291-4912	318-396-4543
TONY E GILLEY	201 BRIDGE ST WEST MONROE LA 71291	318-387-2879
RIKESH A PATEL	1603 SAMPSON ST WESTLAKE LA 70669-4013	337-436-6922
MARISSA G FISHER	501 WESTBANK EXPY WESTWEGO LA 70094	504-328-5038
TONY E GILLEY	103 HWY 84 W WINNFIELD LA 71483	318-628-3134
TONY E GILLEY	3330 FRONT ST WINNSBORO LA 71295	318-435-4099
EDWARD J KRAMPE, III	2814 E MILTON AVE YOUNGSVILLE LA 70592-5349	337-856-8125
CHRISTOPHER J KRAMPE	5240 MAIN ST ZACHARY LA 70791-3952	225-654-7903
PAULA L WRIGHT	55 GREAT ROAD ACTON MA 01720	978-264-2062
JORGE B GOMEZ	2 COMMERCIAL ST ADAMS MA 01220	413-743-4678
SCOTT TAYLOR	868 SUFFIELD STREET AGAWAM MA 01001	413-786-6863
VIJAY SELHI	1223 COMMONWEALTH AVE ALLSTON MA 02134	617-562-1313
CARISSA HALEY	100 MACY ST AMESBURY MA 01913	978-388-8956
CARISSA HALEY	195 N MAIN ST ANDOVER MA 01810	978-475-9854
JOSEPH SPADEA	225 POND ST ASHLAND MA 01721	508-881-7973
JORGE B GOMEZ	100 BROOKSIDE RD ATHOL MA 01331	978-249-9866
RICHARD T HOGAN	444 WASHINGTON STREET ATTLEBORO MA 02703	508-761-8656
JOSEPH S NAPOLI	531 PLEASANT ST ATTLEBORO MA 02703	508-222-0217
JORGE B GOMEZ	72 AUBURN STREET AUBURN MA 01501-2458	508-832-3744
DAVID YEE	2 SANDY POND RD AYER MA 01432	978-772-9626
ROBERT V HOGAN	346 GREAT RD BEDFORD MA 01730	781-275-8746
JORGE B GOMEZ	148 N MAIN ST BELCHERTOWN MA 01007	413-323-6498
JOSEPH SPADEA	272 HARTFORD ST BELLINGHAM MA 02019	508-966-0522
CHARLES D LIETZ ESTATE	40 ENON ST BEVERLY MA 01915	978-922-1884
LINDSAY WALLIN	230 ELLIOTT ST BEVERLY MA 01915	978-969-1004
ROBERT V HOGAN	273 BOSTON RD BILLERICA MA 01821	978-667-9174
TIMOTHY H MCCOY	718 BOSTON RD BILLERICA MA 01821	978-262-9706
MARK T MCBEE	NORTH ST BLANDFORD MA 01008	413-848-2518
PAULA L WRIGHT	MASS PIKE W TRAVEL PLAZA BLANDFORD MA 01008	413-848-2284
VERN CHIN	340-350 LONGWOOD AVE BOSTON MA 02115	617-566-4888
VERN CHIN	329 WASHINGTON ST BOSTON MA 02108	617-557-0089
ANURAG SELHI	146 TREMONT ST BOSTON MA 02111	617-338-9876
CHERAG SELHI	540 COMMONWEALTH AVE BOSTON MA 02215	617-778-5228
VIJAY SELHI	2 S STATION BOSTON MA 02110	617-261-1551
VIJAY SELHI	870 MASSACHUSETTS AVE BOSTON MA 02118	617-442-4349
VIJAY SELHI	700 ATLANTIC AVE BOSTON MA 02111	617-261-3914
MARK T MCBEE	370 MACARTHUR BLVD BOURNE MA 02532	508-759-4716
CHRISTINE R YEE	53 S MAIN ST BRADFORD MA 01835	978-374-9812

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROBERT V HOGAN	12 PEARL ST BRAINTREE MA 02184	781-356-4545
MARK T MCBEE	222 BROAD STREET BRIDGEWATER MA 02324	508-697-9568
TIMOTHY H MCCOY	1750 SOLDIERS FLD RD BRIGHTON MA 02135	617-783-9393
CHERAG SELHI	360 WESTERN AVE BRIGHTON MA 02135	617-787-2882
VERN CHIN	664 CRESCENT ST ROUTE 27 BROCKTON MA 02302	508-586-4594
VERN CHIN	715 BELMONT ST BROCKTON MA 02301	508-583-3889
VERN CHIN	334 N PEARL ST BROCKTON MA 02301	508-583-3627
MARK T MCBEE	908 N MONTELLO ST BROCKTON MA 02301	508-588-9920
RICHARD T HOGAN	55 MIDDLESEX TPKE BURLINGTON MA 01803	781-272-4165
PAUL FARREN	3020 CRANBERRY HWY (EAST WAREHAM) BUZZARDS BAY MA 02532	508-295-2101
VERN CHIN	463 MASSACHUSETTS AVE CAMBRIDGE MA 02139	617-497-3926
VIJAY SELHI	186 ALE WIFE BROOK PKY CAMBRIDGE MA 02138	617-876-6509
MARK T MCBEE	41 WASHINGTON ST CANTON MA 02021	781-821-4324
JOSEPH SPADEA	38 WORCESTER ROAD CHARLTON MA 01507	508-248-7040
PAULA L WRIGHT	MASS PIKE I-90 SRVCE AREA 6W MILEPOST 89 CHARLTON MA 01507	508-248-6788
MARK T MCBEE	MASSACHUSETTS TURNPIKE CHARLTON CITY MA 01508	508-248-0517
TIMOTHY H MCCOY	17 DRUM HILL RD CHELMSFORD MA 01824	978-459-3024
CHERAG SELHI	472 BROADWAY CHELSEA MA 02150	617-889-2572
DONALD A WRIGHT, JR.	170 REVERE BEACH PKY CHELSEA MA 02150	781-629-5139
DONALD A WRIGHT, JR.	1018 REVERE BEACH PKWY CHELSEA MA 02150	617-884-4898
GEORGE GOMEZ	639 MEMORIAL DRIVE CHICOPEE MA 01020	413-593-3110
JORGE B GOMEZ	1460 MEMORIAL DRIVE CHICOPEE MA 01020-3964	413-532-5128
JORGE B GOMEZ	777 MEADOW ST CHICOPEE MA 01013	413-592-5345
JORGE B GOMEZ	350 BURNETT RD CHICOPEE MA 01020	413-592-0646
DAVID YEE	1040 MAIN ST CLINTON MA 01510	978-365-9894
CHARLES D LIETZ ESTATE	77 HIGH ST DANVERS MA 01923-3145	978-762-0902
LINDSAY WALLIN	135 ANDOVER ST DANVERS MA 01923	978-774-0151
LINDSAY WALLIN	180 ENDICOTT ST DANVERS MA 01923	978-774-6017
VIJAY SELHI	515 GALLIVAN BLVD DORCHESTER MA 02124	617-282-0070
VIJAY SELHI	1513 DORCHESTER AVE DORCHESTER MA 02122	617-288-3468
VIJAY SELHI	605 WASHINGTON ST DORCHESTER MA 02124	617-282-8146
DAVID YEE	1260 BRIDGE ST DRACUT MA 01826	978-459-3029
PATRICK M TREFFILETTI	178 BORDER ST EAST BOSTON MA 02128	617-567-9374
JORGE B GOMEZ	121 N HAMPTON ST EASTHAMPTON MA 01027	413-527-5526
GEOFFREY BREWSTER	128 BROADWAY EVERETT MA 02149	617-387-8625
PAUL FARREN	14 PLAZA WAY FAIRHAVEN MA 02719	508-994-3055
PAUL FARREN	1690 PRESIDENT AVE FALL RIVER MA 02720	508-676-9400
RICHARD T HOGAN	44 WM S CANNING BLVD FALL RIVER MA 02721	508-678-0300
RICHARD T HOGAN	300 PLYMOUTH AVE FALL RIVER MA 02721	508-678-7200
RICHARD T HOGAN	834 BRAYTON AVE FALL RIVER MA 02721	508-673-1031
CHRISTOPHER S WALACH	1853 S MAIN ST FALL RIVER MA 02724	508-675-4561
CHRISTINE R YEE	114 WHALON ST FITCHBURG MA 01420	978-342-2862
DAVID YEE	334 JOHN FITCH HIGHWAY FITCHBURG MA 01420	978-343-9618
PAUL FARREN	RT 1 & NORTH ST FOXBORO MA 02035	508-543-0165
PAUL FARREN	1223 WORCESTER ROAD FRAMINGHAM MA 01701	508-875-9771
DONALD A WRIGHT, JR.	343 COCHITUATE RD FRAMINGHAM MA 01701	508-861-3869
DONALD A WRIGHT, JR.	MASS PIKE I-90 SRVC AREA 7W MILEPOST 115 FRAMINGHAM MA 01701	508-877-2023
RICHARD T HOGAN	345 E CENTRAL ST FRANKLIN MA 02038	508-528-9816
CHRISTINE R YEE	223 TIMPANY BLVD GARDNER MA 01440	978-632-9859
CHARLES D LIETZ ESTATE	50 MAPLEWOOD AVE GLOUCESTER MA 01930	978-281-6227
JORGE B GOMEZ	302 STOCKBRIDGE RD GREAT BARRINGTON MA 01230	413-528-0434
JORGE B GOMEZ	285 FEDERAL ST GREENFIELD MA 01301	413-774-3618
JORGE B GOMEZ	208 MOHAWK TRL GREENFIELD MA 01301	413-774-5311
JORGE B GOMEZ	374 RUSSELL ST HADLEY MA 01035	413-582-0176
GEOFFREY BREWSTER	1392 WASHINGTON ST HANOVER MA 02339	781-826-2081
MARK T MCBEE	318 LIBERTY ST HANSON MA 02341	781-294-4455
CHRISTINE R YEE	1180 N MAIN ST HAVERHILL MA 01830	978-373-9264
CHRISTINE R YEE	795 RIVER ST HAVERHILL MA 01832	978-373-5155
DANIEL C HURLEY, II	638 S MAIN ST HOLDEN MA 01520	508-829-5615
GEORGE GOMEZ	233 WHITING FARMS ROAD HOLYOKE MA 01040	413-322-7092
JORGE B GOMEZ	2194 N HAMPTON ST HOLYOKE MA 01040	413-532-5116
JORGE B GOMEZ	285 MAPLE ST HOLYOKE MA 01040	413-534-0228
PAULA L WRIGHT	173 WASHINGTON ST HUDSON MA 01749	978-310-7721
MARK T MCBEE	654 IYANNOUGH ROAD HYANNIS MA 02601	508-771-1513
MARK T MCBEE	187 NORTH STREET HYANNIS MA 02601	508-778-9731
VIJAY SELHI	1312 HYDE PARK AVE HYDE PARK MA 02136	617-364-2299
MARK T MCBEE	178 SUMMER ST KINGSTON MA 02364	781-585-9234

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DAVID YEE	50 BROADWAY LAWRENCE MA 01840	978-685-4728
DAVID YEE	599 ANDOVER ST LAWRENCE MA 01840	978-685-0005
JORGE B GOMEZ	245 HOUSATONIC ST LEE MA 01238	413-243-2253
JORGE B GOMEZ	240 WEST ROAD LEE MA 01238	413-243-6695
MARK T MCBEE	370 WEST STOCKBRIDGE ROAD LEE MA 01238	413-243-4666
CHRISTINE R YEE	247 MILL ST LEOMINSTER MA 01453	978-534-9706
CHRISTINE R YEE	340 NEW LANCASTER ROAD LEOMINSTER MA 01453	978-534-3057
DAVID YEE	302 N MAIN STREET LEOMINSTER MA 01453	978-534-9762
ROBERT V HOGAN	RTE 128 NORTH LEXINGTON MA 02421	781-861-1144
TIMOTHY H MCCOY	803 ROGERS ST LOWELL MA 01852	978-452-9258
TIMOTHY H MCCOY	66 PLAIN ST LOWELL MA 01851	978-970-5531
TIMOTHY H MCCOY	1 VARNUM AVE LOWELL MA 01854	978-454-1199
GEORGE GOMEZ	420 CENTER ST LUDLOW MA 01056	413-583-6827
MARK T MCBEE	862 EAST ST LUDLOW MA 01056	413-589-1790
CHARLES D LIETZ ESTATE	780 LYNN WAY WM 2139 LYNN MA 01905	781-581-2042
CHARLES D LIETZ ESTATE	567 LYNNWAY LYNN MA 01905	339-440-5620
LINDSAY WALLIN	60 BOSTON ST LYNN MA 01904	781-592-2350
GEOFFREY BREWSTER	114 BROADWAY MALDEN MA 02148	781-322-4443
DAVID BALDUCCI	250 MAPLE ST MARLBOROUGH MA 01752	508-485-8547
DAVID BALDUCCI	155 BOSTON POST RD W MARLBOROUGH MA 01752	508-485-7250
JOSEPH NAPOLI	2121 OCEAN ST MARSHFIELD MA 02050	781-837-4217
PAULA L WRIGHT	4 MAIN STREET MAYNARD MA 01754	978-897-8995
CHRISTINE R YEE	170 HAVERHILL ST METHUEN MA 01844	978-687-9301
DAVID YEE	110 PLEASANT VALLEY ST METHUEN MA 01844	978-687-9831
DAVID YEE	147 PELHAM ST METHUEN MA 01844	978-683-8641
DAVID YEE	40 JACKSON STREET METHUEN MA 01844	978-208-6187
RICHARD T HOGAN	14 E CLARK ST MIDDLEBORO MA 02346	508-947-5600
LINDSAY WALLIN	255 S MAIN ST MIDDLETON MA 01949-2444	978-774-4538
JOSEPH SPADEA	139 S MAIN ST MILFORD MA 01757	508-478-3412
JOSEPH SPADEA	143 MEDWAY RD MILFORD MA 01757	508-473-3205
JOSEPH SPADEA	808 MAIN ST MILLIS MA 02054	508-376-4031
PAULA L WRIGHT	MASS PIKE I-90 SRVC AREA 8E MILEPOST 117 NATICK MA 01760	508-651-1687
DAVID YEE	290 WORCESTER RD NATICK MA 01760	508-653-1809
DAVID YEE	1245 WORCESTER ST NATICK MA 01760-1515	508-545-0762
TIMOTHY H MCCOY	340 CHESTNUT ST NEEDHAM MA 02492	781-444-8592
PAUL FARREN	1080 KINGS HWY NEW BEDFORD MA 02745	774-305-4352
PAUL FARREN	159 HATHAWAY RD NEW BEDFORD MA 02746	508-993-2279
PAUL FARREN	486 COUNTY ST NEW BEDFORD MA 02740	508-994-0250
PAUL FARREN	141 COGGESHALL ST NEW BEDFORD MA 02746	508-996-0900
CARISSA HALEY	37 STOREY AVE NEWBURYPORT MA 01950	978-462-7575
ROBERT V HOGAN	6 CIRCUMFERENTIAL HWY NEWTON MA 02462	617-332-1771
TIMOTHY H MCCOY	197 CALIFORNIA ST NEWTON MA 02458	617-527-9693
TIMOTHY H MCCOY	111 NEEDHAM STREET NEWTON MA 02158	617-527-3570
JORGE B GOMEZ	17 27 UNION/EAGLE ST NORTH ADAMS MA 01247	413-664-7272
CHARLES D LIETZ ESTATE	660 CHICKERING RD NORTH ANDOVER MA 01845-1903	978-685-9757
RICHARD T HOGAN	226 E WASHINGTON STREET NORTH ATTLEBOROUGH MA 02760	508-695-3900
MARK T MCBEE	96 N MAIN ST NORTH CARVER MA 02330	508-866-8566
PAUL FARREN	135 FAUNCE CORNER RD NORTH DARTMOUTH MA 02747	508-992-9269
DONALD A WRIGHT, JR.	43 MAIN ST NORTH READING MA 01864	978-664-0008
ROBERT V HOGAN	715 BRIDGE ST NORTH WEYMOUTH MA 02191	781-331-0966
JORGE B GOMEZ	221 KING ST NORTHAMPTON MA 01060	413-584-5073
PAUL FARREN	175 MANSFIELD AVE NORTON MA 02766	508-285-5083
GEOFFREY BREWSTER	57-59 WASHINGTON STREET RT 53 NORWELL MA 02061	781-878-8068
PAUL FARREN	32 BROADWAY NORWOOD MA 02062	781-769-4915
PAUL FARREN	31 PROVIDENCE HWY NORWOOD MA 02062	781-352-4414
PAULA L WRIGHT	1600 PROVIDENCE HWY NORWOOD MA 02062	781-762-1275
JOSEPH SPADEA	26 A SUTTON AVE OXFORD MA 01540	508-987-2047
JORGE B GOMEZ	1184 THORNDIKE ST PALMER MA 01069	413-283-9095
CHARLES D LIETZ ESTATE	210 ANDOVER STREET PEABODY MA 01960	978-977-6390
LINDSAY WALLIN	133 MAIN ST PEABODY MA 01960	978-531-9513
JORGE B GOMEZ	445 W HOUSATONIC ST PITTSFIELD MA 01201	413-442-4629
JORGE B GOMEZ	61 CHESHIRE ROAD PITTSFIELD MA 01201	413-442-4602
RICHARD T HOGAN	9 TAUNTON ST PLAINVILLE MA 02762	508-695-9826
RICHARD T HOGAN	143 SAMOSET ST PLYMOUTH MA 02360	508-746-9885
MARK T MCBEE	5 LONG POND RD PLYMOUTH MA 02360	508-747-9615
GEOFFREY BREWSTER	275 HANCOCK ST QUINCY MA 02171	617-479-6795
JOSEPH NAPOLI	473 SOUTHERN ARTERY QUINCY MA 02169	617-479-6488

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOSEPH NAPOLI	8 HIGHLAND AVE RANDOLPH MA 02368	781-961-6005
RICHARD T HOGAN	947 BROADWAY RAYNHAM MA 02767	508-828-1733
JOSEPH NAPOLI	365 CAPE HIGHWAY RAYNHAM MA 02767	508-823-2022
TIMOTHY H MCCOY	413 MAIN ST READING MA 01867	781-944-9782
GEOFFREY BREWSTER	339 SQUIRE ROAD REVERE MA 02151	781-289-8172
JOSEPH NAPOLI	117 MARKET ST ROCKLAND MA 02370	781-982-0760
CHERAG SELHI	718 AMERICAN LGN HWY ROSLINDALE MA 02131	617-323-7027
JONATHAN LIETZ	CONJUNCTION RT 1 & RT 133 ROWLEY MA 01969	978-948-3324
VIJAY SELHI	301 WARREN ST ROXBURY MA 02119	617-708-0625
VIJAY SELHI	3064 WASHINGTON ST ROXBURY MA 02119	617-442-0475
RICHARD T HOGAN	15 MEETINGHOUSE LN SAGAMORE BEACH MA 02562	508-888-5225
CHARLES D LIETZ ESTATE	150 CANAL ST SALEM MA 01970	978-745-2727
LINDSAY WALLIN	1 TRADERS WAY SALEM MA 01970	978-744-9631
LINDSAY WALLIN	738 BROADWAY SAUGUS MA 01906	781-233-8622
LINDSAY WALLIN	127 BROADWAY SAUGUS MA 01906	781-231-7042
STEPHEN M WALACH	250 HIGHLAND AVE SEEKONK MA 02771	508-336-4576
ANURAG SELHI	14 MCGRATH HWY SOMMERVILLE MA 02143	617-666-9666
PAUL FARREN	179 ROCKSDALE AVE SOUTH DARTMOUTH MA 02714	508-999-5581
MARK T MCBEE	1060 RT 28 SOUTH YARMOUTH MA 02664	508-394-2303
VINCENT J SPADEA	515 E MAIN ST SOUTHBRIDGE MA 01550	508-764-2196
SCOTT TAYLOR	214 COLLEGE HWY SOUTHWICK MA 01077	413-569-0540
JOSEPH SPADEA	59 W MAIN ST SPENCER MA 01562	508-885-3355
JORGE B GOMEZ	809 BOSTON RD SPRINGFIELD MA 01109	413-783-2328
MARK T MCBEE	2392 MAIN ST SPRINGFIELD MA 01107-1906	413-781-2603
MARK T MCBEE	782 STATE ST SPRINGFIELD MA 01105	413-788-1444
MARK T MCBEE	660 LIBERTY ST SPRINGFIELD MA 01103	413-731-1529
MARK T MCBEE	1361 LIBERTY ST SPRINGFIELD MA 01104-1170	413-736-1905
GEORGE R MICHELL	1402 ALLEN STREET SPRINGFIELD MA 01118-1806	413-783-8044
GEORGE R MICHELL	771 PAGE BLVD SPRINGFIELD MA 01104-3036	413-739-5529
GEORGE R MICHELL	1610 BOSTON POST RD SPRINGFIELD MA 01119	413-543-3473
GEORGE R MICHELL	360 MAIN ST SPRINGFIELD MA 01105	413-739-3534
PAUL FARREN	422 WASHINGTON ST STOUGHTON MA 02072	781-344-0489
VINCENT J SPADEA	364 MAIN ST STURBRIDGE MA 01566	508-347-5856
RICHARD T HOGAN	631 GAR HWY SWANSEA MA 02777	508-672-9453
RICHARD T HOGAN	181 JAMES REYNOLDS ROAD SWANSEA MA 02777	508-379-9899
ROGER CURTIS	282 WINTHROP ST TAUNTON MA 02780	508-823-8050
MARK T MCBEE	263 E MAIN ST TEATICKET MA 02536	508-548-3872
TIMOTHY H MCCOY	1928 MAIN ST TEWKSBURY MA 01876	978-851-9325
DONALD A WRIGHT, JR.	1915 ANDOVER ST TEWKSBURY MA 01876	978-858-3458
DAVID YEE	20 MAIN ST TOWNSEND MA 01469	978-597-6521
JOSEPH SPADEA	200 QUAKER HWY UXBRIDGE MA 01569	508-278-9431
TIMOTHY H MCCOY	572 MAIN ST WAKEFIELD MA 01880	781-246-7689
PAUL FARREN	595 MAIN ST WALPOLE MA 02081	508-668-5919
RICHARD T HOGAN	789 MAIN ST WALTHAM MA 02453	781-893-6640
JORGE B GOMEZ	117-119 WEST ST WARE MA 01082	413-967-3485
JOSEPH SPADEA	44 E MAIN ST WEBSTER MA 01570	508-943-9009
CHERAG SELHI	1650 VFW PKY WEST ROXBURY MA 02132	617-325-2709
MARK T MCBEE	352 RIVERDALE RD WEST SPRINGFIELD MA 01089	413-737-5153
MARK T MCBEE	429 MEMORIAL AVE WEST SPRINGFIELD MA 01089	413-787-9951
DANIEL C HURLEY, II	299 TURNPIKE RD WESTBORO MA 01581	508-616-0209
JOSEPH SPADEA	166 EAST MAIN STREET WESTBORO MA 01581	508-366-2276
JORGE B GOMEZ	182 N ELM ST WESTFIELD MA 01085	413-568-3595
SCOTT TAYLOR	299 E MAIN WESTFIELD MA 01085	413-562-3428
PAULA L WRIGHT	151 LITTLETON RD WESTFORD MA 01866	978-692-7105
GEOFFREY BREWSTER	90 MAIN ST WEYMOUTH MA 02188	781-331-2270
JOSEPH SPADEA	1190 PROVIDENCE RD WHITINSVILLE MA 01588	508-234-2960
VERN CHIN	323 BEDFORD STREET WHITMAN MA 02333	508-690-1838
TIMOTHY H MCCOY	212 MAIN ST WILMINGTON MA 01887	978-658-4500
JOSEPH SPADEA	235 SPRING ST WINCHENDON MA 01475	978-297-3528
GEOFFREY BREWSTER	333 MONTVALE AVE WOBURN MA 01801	781-933-8927
ROBERT V HOGAN	187 CAMBRIDGE ST WOBURN MA 01801	781-933-9799
JORGE B GOMEZ	995 MAIN STREET WORCESTER MA 01603-2418	508-757-5357
JORGE B GOMEZ	982 GRAFTON STREET WORCESTER MA 01604-2034	508-749-2931
JORGE B GOMEZ	766 W BOYLSTON ST WORCESTER MA 01606	508-852-1350
JORGE B GOMEZ	529 SOUTHWEST CUTOFF WORCESTER MA 01607	508-752-1097
JORGE B GOMEZ	548 LINCOLN ST WORCESTER MA 01608	508-852-5417
JORGE B GOMEZ	595 MILL ST WORCESTER MA 01603	508-754-8812

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DANIEL C HURLEY, II	465 SHREWSBURY ST WORCESTER MA 01604	508-757-9996
SCOTT D RARDIN	999 BEARDS HILL RD ABERDEEN MD 21001	410-272-7868
SCOTT D RARDIN	744 S PHILADELPHIA BLVD ABERDEEN MD 21001	443-360-4119
SCOTT D RARDIN	404 CONSTANT FRIENDSHIP BLVD ABINGDON MD 21009	410-569-2977
RAOUL GREGORY ALVAREZ	1941 WEST ST ANNAPOLIS MD 21401	410-266-1370
RAOUL GREGORY ALVAREZ	897 BAY RIDGE RD ANNAPOLIS MD 21403	443-458-5008
RAOUL GREGORY ALVAREZ	1464 RITCHIE HWY ARNOLD MD 21012	410-626-7433
RAOUL GREGORY ALVAREZ	5100 YORK RD BALTIMORE MD 21212	410-323-6010
RAOUL GREGORY ALVAREZ	2840 GREENMOUNT AVE BALTIMORE MD 21218	410-243-3969
BRITTNEY BELL	4635-37 HARFORD RD BALTIMORE MD 21214	410-426-0557
BRITTNEY BELL	1500 HAVENWOOD ROAD BALTIMORE MD 21218	443-902-3365
CATHY BELL	502 REISTERSTOWN RD BALTIMORE MD 21208	410-484-6261
CATHY BELL	4401 REISTERTOWN RD BALTIMORE MD 21215	410-578-4323
CATHY BELL	1011 N ROLLING RD BALTIMORE MD 21228	410-788-2700
CATHY BELL	5637 BALTIMORE NATIONAL PIKE BALTIMORE MD 21228	410-788-5089
CATHY BELL	6005 LIBERTY RD BALTIMORE MD 21207	410-597-8689
CATHY BELL	1706 REISTERTOWN RD BALTIMORE MD 21208	410-653-5278
DANITRA BELL	5045 RITCHIE HWY BALTIMORE MD 21225	410-636-7303
DANITRA BELL	4205-15 MORTIMER AVE BALTIMORE MD 21215	410-764-1739
DANITRA BELL	3920 FALLS RD BALTIMORE MD 21211	410-889-2416
DANITRA BELL	6650 SECURITY BOULEVARD BALTIMORE MD 21207	410-277-8572
ORVILLE D BENNING	2501-13 W FRANKLIN STR BALTIMORE MD 21223	410-947-2001
ORVILLE D BENNING	3619 WILKINS AVE BALTIMORE MD 21229	443-438-5253
ORVILLE BENNING, III	25 N HOWARD ST BALTIMORE MD 21201	410-244-6231
MARK W FURR	7309 MC CLEAN BLVD BALTIMORE MD 21234	410-882-9144
MARK W FURR	4526 ERDMAN AVE BALTIMORE MD 21213	410-483-9723
MARK W FURR	6001 MORAVIA RD BALTIMORE MD 21206	410-483-6110
MARK W FURR	6830 LOCH RAVEN BLVD BALTIMORE MD 21286	410-321-7623
CHRISTOPHER D MANN	7734 WISE AVE BALTIMORE MD 21222	410-284-1560
CHRISTOPHER D MANN	3954 N POINT BLVD BALTIMORE MD 21222	410-477-3954
CHRISTOPHER D MANN	205 BACK RIVER NECK RD BALTIMORE MD 21221	410-687-1133
CHRISTOPHER MONTANTE	6315 KENWOOD AVE BALTIMORE MD 21237	410-866-1252
CHRISTOPHER MONTANTE	3423 EASTERN BLVD BALTIMORE MD 21220	410-335-1177
CHRISTOPHER MONTANTE	5600 O'DONNELL STREET CUT OFF BALTIMORE MD 21224	410-633-1821
CHRISTOPHER MONTANTE	7500 PULASKI HWY BALTIMORE MD 21237	410-866-7308
CHRISTOPHER MONTANTE	6421 PETRIE WAY BALTIMORE MD 21237	410-687-0209
CHRISTOPHER MONTANTE	6540 EASTERN AVENUE BALTIMORE MD 21224	410-631-2719
CHRISTOPHER MONTANTE	1020 NORTHPOINT BLVD BALTIMORE MD 21224	410-282-1501
SCOTT D RARDIN	8227 LIBERTY RD BALTIMORE MD 21244	443-272-2829
SCOTT D RARDIN	2001 N BROADWAY BALTIMORE MD 21213	410-342-0268
SCOTT D RARDIN	3249 FREDERICK AVE BALTIMORE MD 21229	410-945-8180
SCOTT D RARDIN	1655 BELMONT AVE BALTIMORE MD 21207	410-298-5300
SCOTT D RARDIN	3223 WASHINGTON BLVD BALTIMORE MD 21230	410-247-6210
SCOTT D RARDIN	825 EAST FORT AVENUE BALTIMORE MD 21230-5117	410-385-5364
SCOTT D RARDIN	5713 BELAIR RD BALTIMORE MD 21206	410-325-2907
SCOTT D RARDIN	1000 EASTERN BLVD BALTIMORE MD 21221	410-682-5586
BHUPENDRA SHAH	15 W NORTH AVE BALTIMORE MD 21201	410-837-6884
CHRISTOPHER MONTANTE	1906 EMMORTON RD BEL AIR MD 21014	410-569-0629
SCOTT D RARDIN	2111 CHURCHVILLE RD BEL AIR MD 21015	410-836-2105
SCOTT D RARDIN	CONOWINGO ROAD @ HICKORY BYPASS BEL AIR MD 21014	410-638-2967
CRAIG T WELBURN, SR	11315 SAMUEL BOWEN ROAD BERLIN MD 21811	410-641-1133
DAVID W RARDIN	6219 GREENBELT ROAD BERWYN HEIGHTS MD 20740	301-345-3117
KENNETH FOSTER, III	5214 RIVER RD BETHESDA MD 20814	301-656-2638
KENNETH FOSTER, III	7101 DEMOCRACY BLVD BETHESDA MD 20817	301-365-0759
ISAAC D GREEN	10300 MARTIN LUTHER KING JR. HWY BOWIE MD 20720	240-714-5948
GERALD FAIR	15806 CRAIN HWY BRANDYWINE MD 20613	301-782-4914
RAOUL GREGORY ALVAREZ	15569 OLD COLUMBIA PIKE BURTONSVILLE MD 20866	301-421-1598
CHARINA FAIR	45310 ALTON LANE CALIFORNIA MD 20619	301-862-1625
MICHAEL A MEOLI	RTE 50/CEDAR ST CAMBRIDGE MD 21613	410-476-3508
RAOUL GREGORY ALVAREZ	1420 ADDISON RD S CAPITOL HEIGHTS MD 20743	301-499-2778
LUIS E GAVIGNANO	4777 MARLBORO PIKE CAPITOL HEIGHTS MD 20743	301-669-6401
LUIS C MATEOS	1701 RITCHIE STATION CT CAPITOL HEIGHTS MD 20743	301-808-0033
MARY HOPKINS NAVIES	20 RITCHIE RD CAPITOL HEIGHTS MD 20743	301-350-2151
ORVILLE D BENNING	501 FREDERICK RD CATONSVILLE MD 21228	443-251-2935
MICHAEL A MEOLI	2490 CENTREVILLE RD CENTREVILLE MD 21617	410-758-8223
CHARLENE FAIR	30050 THREE NOTCH RD CHARLOTTE HALL MD 20622-9801	301-884-5770
CHARLENE FAIR	7925 BAYSIDE RD CHESAPEAKE BEACH MD 20732	301-855-4807

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL A MEOLI	12 CHESTER PLAZA CHESTER MD 21619	410-643-6121
MICHAEL A MEOLI	875 WASHINGTON AVE CHESTERTOWN MD 21620	410-810-0163
SCOTT D RARDIN	6095 DAY BREAK CIR CLARKSVILLE MD 21029	410-531-7950
CARLOS R MATEOS	12820 CLEAR SPRING RD CLEAR SPRING MD 21722	301-842-1054
MARY HOPKINS NAVIES	8905 STUART LANE CLINTON MD 20735-2742	301-868-7777
MARY HOPKINS NAVIES	6515 OLD ALEXANDRIA FERRY ROAD CLINTON MD 20735-1738	301-868-8736
LUIS E GAVIGNANO	8301 BALTIMORE BLVD COLLEGE PARK MD 20740	240-965-5645
MARK W FURR	4101 BLADENSBURG RD COLMAR MANOR MD 20722	301-864-3161
CATHY BELL	5485 HARPERS FARM ROAD COLUMBIA MD 21044-1107	410-730-5571
SCOTT D RARDIN	6385 DOBBIN RD COLUMBIA MD 21045	443-583-7715
SCOTT D RARDIN	8305 BENSON DR COLUMBIA MD 21045	410-995-6082
SCOTT D RARDIN	7244 CRADLE ROCK WAY COLUMBIA MD 21045	410-309-6172
SCOTT D RARDIN	10300 LITTLE PATUXENT PKY COLUMBIA MD 21044	410-715-7500
JOHN W EBERT, JR.	15310 MCMULLEN HIGHWAY SW CRESAPTOWN MD 21502	301-729-0430
CRAIG T WELBURN, SR	10 MARYLAND AVE CRISFIELD MD 21817	410-968-1368
CARLOS R MATEOS	620 INDUSTRIAL BLVD CUMBERLAND MD 21502	301-759-3303
CARLOS R MATEOS	22 QUEEN CITY DR CUMBERLAND MD 21502	301-722-4071
CARLOS R MATEOS	13300 ALI GHAN ROAD NE CUMBERLAND MD 21502	301-722-1038
ANA TAKATA	26429 RIDGE RD DAMASCUS MD 20872	301-253-4777
MICHAEL A MEOLI	605 N 6TH ST DENTON MD 21629	410-820-7972
ANA TAKATA	7200 MUNCASTER MILL ROAD DERWOOD MD 20855	301-947-4205
CHRISTOPHER D MANN	2222 DUNDALK AVE DUNDALK MD 21222	410-282-2222
CHARLENE FAIR	10850 TOWN CENTER BLVD DUNKIRK MD 20754	301-855-7561
MICHAEL A MEOLI	8394 OCEAN GATEWAY EASTON MD 21601-1769	410-822-2725
MICHAEL A MEOLI	219 & MARLBORO AVE EASTON MD 21601	410-819-3116
SCOTT D RARDIN	1722 LIBERTY RD ELDERSBURG MD 21784	410-795-8302
SCOTT D RARDIN	6225 WASHINGTON BLVD ELKRIDGE MD 21075	410-379-0018
SCOTT D RARDIN	226 BELLE HILL RD ELKTON MD 21921	410-398-8812
SCOTT D RARDIN	1000 E PULASKI HWY ELKTON MD 21921	410-392-9818
SCOTT D RARDIN	9303 BALTIMORE NATIONAL PIKE ELLICOTT CITY MD 21042	410-465-9487
SCOTT D RARDIN	4396 MONTGOMERY RD ELLICOTT CITY MD 21042	410-480-9544
SCOTT D RARDIN	517 E MAIN STREET EMMITSBURG MD 21727	301-447-3663
SCOTT D RARDIN	2404 BEL AIR ROAD FALLSTON MD 21047	410-877-3108
MICHAEL A MEOLI	327 BLOOMINGDALE AVE FEDERALSBURG MD 21632	410-754-3333
LUIS C MATEOS	5501 LIVINGSTON RD FOREST HEIGHTS MD 20745-2037	301-839-9211
LUIS C MATEOS	6704 CHAVEZ LN FORESTVILLE MD 20747	301-736-2884
MARY HOPKINS NAVIES	996 E SWAN CREEK FORT WASHINGTON MD 20744	301-203-9703
NAJMUSSAHAR ANDERABI	SR 26 & WORMANS MILL RD FREDERICK MD 21701	301-662-1972
BRYAN CLEGHORN	950 E PATRICK ST FREDERICK MD 21701	301-694-6155
BRYAN CLEGHORN	2020 YELLOW SPRING RD FREDERICK MD 21702	301-682-6233
SYED G HASAN ANDERABI	1275 W PATRICK ST FREDERICK MD 21702	240-418-3276
SYED G HASAN ANDERABI	1501 GARRET DR FREDERICK MD 21702	301-663-6036
JAVAD HONARMAND	7403 GROVE RD FREDERICK MD 21704	301-694-0333
CARLOS R MATEOS	17700 NATIONAL HWY FROSTBURG MD 21532	301-689-5099
MARY HOPKINS NAVIES	7100 ALLENTOWN ROAD FT WASHINGTON MD 20744	301-449-1998
SCOTT D RARDIN	8191 WESTSIDE BLVD FULTON MD 20759	301-776-2124
NAJMUSSAHAR ANDERABI	18273 FLOWER HILL WAY GAITHERSBURG MD 20879	301-740-1813
BRYAN CLEGHORN	19230 WOODFIELD RD GAITHERSBURG MD 20879	301-330-9438
SYED G HASAN ANDERABI	9100 ROTHBURY DR GAITHERSBURG MD 20886	301-208-0257
JAVAD HONARMAND	83 BUREAU DR GAITHERSBURG MD 20878	301-948-5567
JAVAD HONARMAND	666 QUINCE ORCHARD RD GAITHERSBURG MD 20878	301-948-1189
RAM TAKATA	465 N FREDRICK GAITHERSBURG MD 20877	240-631-2380
DANITRA BELL	881 MD RT 3 GAMBRILLS MD 21054	443-292-8420
BRYAN CLEGHORN	18000 MATENY RD GERMANTOWN MD 20874	301-916-1957
BRYAN CLEGHORN	12982 MIDDLEBROOK RD GERMANTOWN MD 20874	301-528-0101
ANA TAKATA	19660 GUNNERS BRANCH DR GERMANTOWN MD 20876	301-353-0443
ANA TAKATA	21121 FREDERICK ROAD GERMANTOWN MD 20876	301-916-4293
KEITH ZOLMAN	7415 GOVERNOR RITCHIE HWY GLEN BURNIE MD 21061	410-760-6160
KEITH ZOLMAN	569 ORDNANCE RD GLEN BURNIE MD 21060	410-768-6350
KEITH ZOLMAN	7379 BALTIMORE ANNAPOLIS RD GLEN BURNIE MD 21061	410-761-7617
JOHN W EBERT, JR.	4098 NATIONMAL PIKE GRANTSVILLE MD 21536	301-746-6027
GERALD FAIR	21600 GREAT MILLS ROAD GREAT MILLS MD 20653	301-737-2385
SYED G HASAN ANDERABI	1729 MASSEY BLVD HAGERSTOWN MD 21740	301-790-1115
SYED G HASAN ANDERABI	17601 GARLAND GROH BLVD HAGERSTOWN MD 21740	301-745-6656
SYED G HASAN ANDERABI	16921 HALFWAY BLVD HAGERSTOWN MD 21740	301-582-5070
CARLOS R MATEOS	316 E WASHINGTON ST HAGERSTOWN MD 21740	301-797-3800
CARLOS R MATEOS	10525 SHARPSBURG PIKE HAGERSTOWN MD 21740	301-739-9400



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CARLOS R MATEOS	18411 MAUGANS AVE HAGERSTOWN MD 21742	301-797-0011
CARLOS R MATEOS	1737 DUAL HWY HAGERSTOWN MD 21740	301-665-9375
CARLOS R MATEOS	170 NORTHERN AVENUE HAGERSTOWN MD 21742	301-790-2393
SCOTT D RARDIN	4225 NORTHWOODS TRL HAMPSTEAD MD 21074	443-507-6666
SCOTT D RARDIN	7053 ARUNDEL MILLS BLVD HANOVER MD 21076	443-755-8910
LUIS E GAVIGNANO	3501 BRANCH AVE HILLCREST HEIGHTS MD 20748	240-493-4207
MARK W FURR	11310 YORK RD HUNT VALLEY MD 21031	410-527-1393
DAVID W RARDIN	3500 EAST WEST HWY HYATTSVILLE MD 20782	301-559-7985
CATHY BELL	8700 WASHINGTON BLVD JESSUP MD 20794	301-604-2296
SCOTT D RARDIN	7878 POCOMOKE AVE JESSUP MD 20794	410-799-7750
ANNE H BLAND	2741 UNIVERSITY BLVD KENSINGTON MD 20895-1914	301-942-2412
LUIS C MATEOS	6385 CRAIN HIGHWAY LA PLATA MD 20646-4209	301-934-3600
CARLOS R MATEOS	1242 NATIONAL HWY LA VALE MD 21502	301-729-6679
ISAAC D GREEN	7708 LANDOVER RD LANDOVER MD 20785	240-714-5476
MARY HOPKINS NAVIES	8710 CENTRAL AVE LANDOVER MD 20785	301-336-2787
LUIS E GAVIGNANO	6200 ANNAPOLIS RD LANDOVER HILLS MD 20784	301-322-2650
LUIS C MATEOS	109 DRURY DRIVE LAPLATA MD 20646	301-934-6851
DAVID W RARDIN	14810 BALTIMORE AVE LAUREL MD 20707-4856	240-636-5095
DAVID W RARDIN	10001 WASHINGTON BOULEVARD LAUREL MD 20723	301-725-1173
DAVID W RARDIN	13210 LAUREL-BOWIE ROAD LAUREL MD 20708	301-953-2175
SCOTT D RARDIN	3549 RUSSETT GREEN E LAUREL MD 20724	301-776-7980
SCOTT D RARDIN	3382 LAUREL FORT MEADE RD LAUREL MD 20707	301-490-7532
GERALD FAIR	40950 MERCHANTS LN LEONARDTOWN MD 20650	301-475-7944
ISAAC D GREEN	GATES AB LINTHICUM MD 21240	410-684-2149
ISAAC D GREEN	GATE D LINTHICUM MD 21240	410-684-2149
CHRISTOPHER MONTANTE	717 NURSERY RD LINTHICUM MD 21090	410-636-1887
CHRISTOPHER MONTANTE	778 A ELKRIDGE LANDING RD LINTHICUM HEIGHTS MD 21090	410-859-8983
SCOTT D RARDIN	1472 MARTIN BLVD MIDDLE RIVER MD 21220	410-687-5522
CHARLENE FAIR	12168 CENTRAL AVE MITCHELLVILLE MD 20721	301-390-3768
JAVAD HONARMAND	9615 MYERSVILLE-MIDDLETOWN RD MYERSVILLE MD 21773	301-293-3535
SCOTT D RARDIN	11700 MORNING GATE LN NEW MARKET MD 21774	301-865-6432
SCOTT D RARDIN	8483 CORDON WAY NOTTINGHAM MD 21162	410-931-9321
SCOTT D RARDIN	5302 CAMPBELL BLVD NOTTINGHAM MD 21236	410-931-1504
JOHN W EBERT, JR.	19 N 3RD ST OAKLAND MD 21550	301-334-3302
JOHN W EBERT, JR.	19549 GARRETT HWY OAKLAND MD 21550	301-387-2574
CRAIG T WELBURN, SR	3201 COASTAL HWY OCEAN CITY MD 21842	410-723-4248
CRAIG T WELBURN, SR	12301 COASTAL HWY OCEAN CITY MD 21842	410-250-5454
CRAIG T WELBURN, SR	11041 RACETRACK RD OCEAN PINES MD 21811	410-641-5230
CATHY BELL	1136 ANNAPOLIS RD ODENTON MD 21113	410-674-8001
SCOTT D RARDIN	9774 GROFFS MILL DR OWINGS MILLS MD 21117	410-654-8760
LUIS E GAVIGNANO	6126 OXON HILL RD OXON HILL MD 20745	301-839-1070
LUIS E GAVIGNANO	5500 SAINT BARNABAS RD OXON HILL MD 20745	240-766-2991
CRAIG T WELBURN, SR	121 NORTH COVE TERRACE OXON HILL MD 20745	301-567-1271
SCOTT D RARDIN	7927 BELAIR ROAD PARKVILLE MD 21236	410-663-4804
KEITH ZOLMAN	8490 FORT SMALLWOOD RD PASADENA MD 21122	410-437-4455
KEITH ZOLMAN	45 MAGOTHY BEACH RD PASADENA MD 21122	410-437-7766
KEITH ZOLMAN	350 MOUNTAIN RD PASADENA MD 21122	410-437-3015
SCOTT D RARDIN	9106-9108 BELAIR RD PERRY HALL MD 21128	410-256-6555
CRAIG T WELBURN, SR	LINDEN AVE & LYNN HAVEN DR POCOMOKE MD 21851	410-957-2777
BRYAN CLEGHORN	19630 FISHER AVE POOLESVILLE MD 20837	301-349-5920
KENNETH FOSTER, III	11301 SEVEN LOCKS RD POTOMAC MD 20854	301-765-9701
CHARLENE FAIR	515 N SOLOMONS ISLAND RD PRINCE FREDERICK MD 20678	410-535-2246
CRAIG T WELBURN, SR	12112 BRITTINGHAM LN PRINCESS ANNE MD 21853	410-651-9595
SCOTT D RARDIN	9500 LIBERTY RD RANDALLSTOWN MD 21133	443-405-7351
LUIS E GAVIGNANO	6228 BALTIMORE BLVD RIVERDALE MD 20737	301-277-6370
RAOUL GREGORY ALVAREZ	11564 ROCKVILLE PIKE ROCKVILLE MD 20852	301-230-9640
KENNETH FOSTER, III	2101 VIERS MILL RD ROCKVILLE MD 20851	301-738-7752
JAVAD HONARMAND	16701 CRABBS BRANCH WAY ROCKVILLE MD 20855	301-527-9113
ASHLEY WELBURN	298 TILGHMAN RD SALISBURY MD 21801	410-341-6683
ASHLEY WELBURN	2709 N SALISBURY BLVD SALISBURY MD 21801	410-677-3659
ASHLEY WELBURN	1205 PARSONS RD SALISBURY MD 21801	410-742-6466
ASHLEY WELBURN	407 N FRUITLAND BLVD SALISBURY MD 21801	410-742-0262
ISAAC D GREEN	6131 MARTIN LUTHER KING JR HWY SEAT PLEASANT MD 20743	301-925-4563
MARK W FURR	502 BALTIMORE ANNAPOLIS HWY SEVERNA PARK MD 21146	410-544-0595
MARK W FURR	541 RITCHIE HWY SEVERNA PARK MD 21146	410-544-6606
RAOUL GREGORY ALVAREZ	8407 COLESVILLE RD SILVER SPRING MD 20910	301-588-3386
RAOUL GREGORY ALVAREZ	106 W UNIVERSITY BLVD SILVER SPRING MD 20901	301-681-0772

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RAOUL GREGORY ALVAREZ	11146 NEW HAMPSHIRE AVE UNIT #1202282 SILVER SPRING MD 20904	301-754-0750
RAOUL GREGORY ALVAREZ	13800 OUTLET DR SILVER SPRING MD 20904	301-890-5141
ANNE H BLAND	504 E RANDOLPH RD SILVER SPRING MD 20904	301-384-1400
JOSEPH E MONTOYA	2207 BEL PRE RD SILVER SPRING MD 20906	301-871-1783
JOSEPH E MONTOYA	13701 CONNECTICUIT AVE SILVER SPRING MD 20906	240-242-3328
CRAIG T WELBURN, SR	5616 MARKET ST SNOW HILL MD 21863	410-632-5460
GERALD FAIR	13500 HG TRUEMAN ROAD SOLOMONS MD 20688	410-326-2435
MICHAEL A MEOLI	410 THOMPSON CREEK MALL STEVENSVILLE MD 21666	410-643-9025
ISAAC D GREEN	4835 SILVERHILL RD SUITLAND MD 20746	301-735-1683
MARY HOPKINS NAVIES	4777 ALLENTOWN ROAD SE SUITLAND MD 20746	301-735-1641
LUIS E GAVIGNANO	6301 NEW HAMPSHIRE AVE TAKOMA PARK MD 20912	301-891-6869
SCOTT D RARDIN	520 E BALTIMORE ST TANEYTOWN MD 21787	410-756-1326
SCOTT D RARDIN	200 FREDERICK ROAD THURMONT MD 21788	301-271-3003
MARK W FURR	2116 YORK RD TIMONIUM MD 21093	410-252-2155
MARK W FURR	1619 E JOPPA RD TOWSON MD 21286	410-821-7593
LUIS C MATEOS	3000 CRAIN HWY WALDORF MD 20601	301-638-9852
LUIS C MATEOS	2065 CRAIN HIGHWAY WALDORF MD 20601	240-585-5352
SCOTT D RARDIN	20 E FREDERICK ST WALKERSVILLE MD 21793	301-898-3514
JOHN W EBERT, JR.	182 CHURCH ST WESTERNPORT MD 21562	301-359-9165
SCOTT D RARDIN	520 BALTIMORE BLVD WESTMINSTER MD 21157	410-848-3741
MICHAEL T BLAND	12135 VIERS MILL RD WHEATON MD 20906	301-949-0786
KENNETH FOSTER, III	11160 VEIRS MILL RD WHEATON MD 20895	301-962-7253
SYED G HASAN ANDERABI	313 EAST POTOMAC STREET WILLIAMSPORT MD 21795-1203	301-223-9011
TAYLOR A GOBLE	138 CENTER ST AUBURN ME 04210	207-376-4552
TAYLOR A GOBLE	828 MINOT AVE AUBURN ME 04210	207-333-3338
RONALD LYDICK	209 WESTERN AVE AUGUSTA ME 04330	207-622-2121
RONALD LYDICK	85-87 BANGOR ST AUGUSTA ME 04330	207-623-2699
GARY M ECKMANN	1105 UNION ST BANGOR ME 04401	207-262-9777
GARY M ECKMANN	441 MAIN ST BANGOR ME 04401	207-942-5507
RONALD LYDICK	632 BROADWAY BANGOR ME 04401	207-942-0292
RONALD LYDICK	665 HOGAN RD BANGOR ME 04401	207-942-7567
TAYLOR A GOBLE	2 CHANDLER DR BATH ME 04530	207-443-4137
SALVATORE P NAPOLI	282 MAIN ST BELFAST ME 04915	207-930-3670
RONALD LYDICK	388 ELM ST BIDDEFORD ME 04005	207-282-4650
GARY M ECKMANN	525 WILSON ST BREWER ME 04412	207-989-6466
JAMES H NYGREN	5 LUMBERYARD DRIVE BRIDGTON ME 04009	207-647-9636
TAYLOR A GOBLE	11 GURNET RD BRUNSWICK ME 04011	207-729-4416
RONALD LYDICK	154 PLEASANT ST BRUNSWICK ME 04011	207-725-0767
SALVATORE P NAPOLI	141 US ROUTE 1 BUCKSPORT ME 04416	207-469-6577
PETER NAPOLI	191 NORTH ST CALAIS ME 04619	207-454-3131
SALVATORE P NAPOLI	127 BENNETT DRIVE CARIBOU ME 04736	207-498-2181
RONALD LYDICK	485 MAIN STREET RTE 1 DAMARISCOTTA ME 04543	207-563-8434
RONALD LYDICK	1063 W MAIN ST DOVER FOXCROFT ME 04426	207-564-3631
SALVATORE P NAPOLI	259 HIGH STREET ELLSWORTH ME 04605	207-610-1651
RONALD LYDICK	227 US HWY 1 FALMOUTH ME 04105	207-781-4118
PETER NAPOLI	303 MAIN ST FARMINGTON ME 04938	207-778-6213
PETER NAPOLI	77 E MAIN ST FORT KENT ME 04743	207-834-7330
RONALD LYDICK	11 MALLETT DR FREEPORT ME 04032	207-865-9566
RONALD LYDICK	40 BRIDGE ST GARDINER ME 04345	207-582-4830
RONALD LYDICK	8 MAIN ST GRAY ME 04039	207-657-6300
PETER NAPOLI	110 NORTH ST HOULTON ME 04730	207-532-9500
PETER NAPOLI	6 COMMERCIAL WAY JAY ME 04239	207-897-5624
RONALD LYDICK	2 POST OFFICE SQUARE KENNEBUNK ME 04043	207-985-8790
PETER NAPOLI	335 US RTE 1 KITTERY ME 03904	207-439-0301
TAYLOR A GOBLE	1035 LISBON STREET LEWISTON ME 04240	207-783-6538
PETER NAPOLI	23 GODING AVE LINCOLN ME 04457	207-794-6100
TAYLOR A GOBLE	580 LISBON STREET LISBON FALLS ME 04252	207-353-1655
SALVATORE P NAPOLI	30 DUBLIN STREET MACHIAS ME 04654	207-255-4510
RONALD LYDICK	1 SYCAMORE STREET MILLINOCKET ME 04462	207-723-4900
RONALD LYDICK	9 MOOSEHEAD TRL NEWPORT ME 04953	207-368-5644
SALVATORE P NAPOLI	993 STILLWATER AVE OLD TOWN ME 04468	207-827-7593
RONALD LYDICK	1502 MAINE STREET POLAND ME 04274	207-998-9188
RONALD LYDICK	332 SAINT JOHN ST PORTLAND ME 04102	207-761-2817
SCOTT M LYDICK	1208 FOREST AVE PORTLAND ME 04103	207-797-4820
SALVATORE P NAPOLI	656 MAIN ST PRESQUE ISLE ME 04769	207-764-1383
RONALD LYDICK	60 CAMDEN ST ROCKLAND ME 04841	207-594-2311
PETER NAPOLI	1029 ROUTE 2 RUMFORD ME 04276	207-369-9025

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RONALD LYDICK	524 N MAIN SACO ME 04072	207-282-4247
TAYLOR A GOBLE	1008 MAIN ST SANFORD ME 04073	207-324-2177
TAYLOR A GOBLE	1439 MAIN STREET SANFORD ME 04073	207-490-4488
RONALD LYDICK	221 US HWY 1 SCARBOROUGH ME 04074	207-883-4840
RONALD LYDICK	261 MADISON AVE SKOWHEGAN ME 04976	207-474-8675
PETER NAPOLI	118 MAIN ST SOUTH PARIS ME 04281	207-743-7454
JAMES H NYGREN	419 GORHAM RD SOUTH PORTLAND ME 04106	207-761-2819
JAMES H NYGREN	150 WATERMAN DR SOUTH PORTLAND ME 04106	207-799-5840
RONALD LYDICK	158 NEW COUNTY ROAD THOMASTON ME 04861	207-596-7800
TAYLOR A GOBLE	1 TOPSHAM FAIR MALL TOPSHAM ME 04086	207-729-5010
RONALD LYDICK	336 MAIN ST WATERVILLE ME 04901	207-872-8212
RONALD LYDICK	435 KENNEDY MEMORIAL DR WATERVILLE ME 04901	207-873-6366
TAYLOR A GOBLE	992 POST RD WELLS ME 04090	207-646-5875
TAYLOR A GOBLE	95 MAIN STREET WESTBROOK ME 04092	207-854-1224
TAYLOR A GOBLE	790 ROOSEVELT RAIL RTE 302 WINDHAM ME 04062	207-892-3860
RONALD LYDICK	9 CHINA RD WINSLOW ME 04901	207-873-6400
TAYLOR A GOBLE	695 BATH ROAD WISCASSET ME 04578	207-882-7155
KENNETH J BERG	7100 FULTON ST ADA MI 49301	616-920-7783
MICHAEL B BODMAN	1235 N MAIN ST ADRIAN MI 49221-1722	517-263-5121
MICHAEL B BODMAN	1080 EAST US HIGHWAY 223 ADRIAN MI 49221	517-265-1520
JAMES H MAYNARD	1507 N EATON ST ALBION MI 49224-9462	517-629-2092
DIETER SCHULZ	700 POINT TREMBLE RD ALGONAC MI 48001-1610	810-794-0890
STEVEN HOGWOOD	889 MARSHALL STREET ALLEGAN MI 49010-1650	269-512-7277
NEEL CHAPATWALA	15405 SOUTHFIELD RD ALLEN PARK MI 48101	313-388-8200
JEFFREY STANTON	10945 ALLEN ROAD ALLEN PARK MI 48101-1141	313-386-9401
RANDELL G PRICE	5371 LAKE MICHIGAN DR ALLENDALE MI 49401	616-895-4003
SHAWN SAPUTO	1625 WRIGHT AVE ALMA MI 48801-1021	989-463-9166
MICHAEL E MLINARCIK SR	894 N VAN DYKE ALMONT MI 48003	810-798-2124
TERRI MARIE BEEBE	1115 W CHISHOLM ALPENA MI 49707-1617	989-354-5522
TERRI MARIE BEEBE	2241 US 23 S BAY ALPENA MI 49707	989-354-5378
TERRI MARIE BEEBE	1424 M 32 WEST ALPENA MI 49707	989-358-9255
SCOTT JAMES KARNIS	373 NORTH ZEEB ROAD ANN ARBOR MI 48103	734-994-6214
MONIQUE C VANN	4775 WASHTENAW BLVD ANN ARBOR MI 48108	734-434-0434
MONIQUE C VANN	2310 W STADIUM BLVD ANN ARBOR MI 48103	734-761-9087
MONIQUE C VANN	2675 PLYMOUTH ANN ARBOR MI 48105	734-662-9343
MONIQUE C VANN	3001 LOHR RD ANN ARBOR MI 48108	734-995-9356
MONIQUE C VANN	3325 WASHTENAW ANN ARBOR MI 48104	734-975-0466
TRISH M HOLLINGSWORTH	4885 GARFIELD ROAD AUBURN MI 48611-9421	989-662-2431
GANI BARDHA	3950 BALDWIN RD AUBURN HILLS MI 48326	248-335-9160
SUJIT K DATTA	1481 OPDYKE RD AUBURN HILLS MI 48321-4887	248-373-3227
JESSICA SAPUTO	3420 E WALTON AUBURN HILLS MI 48321-4080	248-475-1806
JESSICA SAPUTO	4435 LAPEER ROAD AUBURN HILLS MI 48326	248-340-1735
JAMES A LUTH	871 N VAN DYKE BAD AXE MI 48413	989-269-9331
SAMUEL M LUBEZNIK	21 W MONROE BANGOR MI 49013	269-427-8082
KEITH A BERG	1695 MICHIGAN AVE BATTLE CREEK MI 49017	269-964-2486
KEITH A BERG	15901 11 MILE ROAD BATTLE CREEK MI 49014	269-965-3352
KENNETH J BERG	1085 CAPITAL AVE NE BATTLE CREEK MI 49015	269-965-4226
KENNETH J BERG	1160 E MICHIGAN AVE BATTLE CREEK MI 49014	269-965-2101
JAMES H MAYNARD	2593 CAPITAL AVE SW BATTLE CREEK MI 49015-4160	269-965-1141
LAURA L MAYNARD	812 W COLUMBIA BATTLE CREEK MI 49015-3030	269-964-2578
MICHAEL P MAYNARD	6079 B DR N BATTLE CREEK MI 49057	269-979-8515
TRISH M HOLLINGSWORTH	5111 MCKINAW ROAD BAY CITY MI 48706	989-684-1214
JAMES A LUTH	3840 E WILDER RD BAY CITY MI 48706-2146	989-684-2851
JAMES A LUTH	510 NORTH TUSCOLA ROAD BAY CITY MI 48708	989-892-2040
LARRY J PETERS JR.	918 N EUCLID AVE BAY CITY MI 48706	989-684-3626
LARRY J PETERS JR.	901 S EUCLID BAY CITY MI 48706	989-686-4050
LARRY J PETERS JR.	6325 W SIDE SAGINAW ROAD BAY CITY MI 48706-9385	989-684-4517
LARRY J PETERS JR.	314 WASHINGTON AVE BAY CITY MI 48708	989-895-5500
ANDREW RODEWALD	1125 W STATE RD BELDING MI 48809	616-794-0004
THOMAS R HOLKA JR.	116 S DIVISION BELLAIRE MI 49615	231-533-8846
JEFFREY STANTON	2193 RAWSONVILLE RD BELLEVILLE MI 48111	734-485-7550
SAMUEL M LUBEZNIK	2020 PIPESTONE RD BENTON HARBOR MI 49022	269-926-7600
MICHAEL R RODEWALD	1654 BENZIE HWY BENZONIA MI 49616	231-882-4918
ESTEPHAN AWAD	575 SAINT JOSEPH RD BERRIEN SPRINGS MI 49103	269-815-5037
MICHAEL R RODEWALD	1020 S STATE ST BIG RAPIDS MI 49307-2254	231-796-3655
ANTHONY J D'ANNA, JR.	8715 MAIN ST BIRCH RUN MI 48415-9700	989-624-5144
JEFFREY STANTON	511 E ADRIAN ST BLISSFIELD MI 49228	517-486-4177

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SUJIT K DATTA	2209 S TELEGRAPH BLOOMFIELD HILLS MI 48302-0258	248-338-8482
THOMAS J HOLKA	1112 BOYNE AVENUE BOYNE CITY MI 49712	231-582-2223
SHAWN SAPUTO	6331 DIXIE HWY BRIDGEPORT MI 48722-9566	989-777-0582
ESTEPHAN AWAD	10280 RED ARROW HWY BRIDGMAN MI 49106	269-266-7392
MICHAEL P MAYNARD	708 EAST CHICAGO STREET BRONSON MI 49028	517-369-5121
STEVEN HOGWOOD	306 S MAIN ST BROOKLYN MI 49230-9307	517-592-6134
NEEL CHAPATWALA	20815 GIBRALTAR RD BROWNSTOWN MI 48183-5086	734-675-6718
NEEL CHAPATWALA	19051 TELEGRAPH ROAD BROWNSTOWN TWP MI 48174	734-479-2077
ESTEPHAN AWAD	813 FRONT ST BUCHANAN MI 49107	269-409-8031
ROBERT L SPANGLER	G3391 S SAGINAW ST BURTON MI 48529-1244	810-743-1120
ROBERT L SPANGLER	5375 E COURT ST BURTON MI 48509	810-742-2163
ROBERT L SPANGLER	2445 CENTER RD BURTON MI 48519	810-742-8529
CARL E WISEMAN	2626 84TH ST SW BYRON CENTER MI 49315	616-878-5359
LORI LYNN SCHULZ	6231 M 115 CADILLAC MI 49601	231-779-1775
MATTHEW A SCHULZ	8560 E 34 ROAD CADILLAC MI 49601	231-775-2311
KEITH A BERG	9383 CHERRY VALLEY AVENUE SOUTHEAST CALEDONIA MI 49316	616-891-9892
NEEL CHAPATWALA	40241 MICHIGAN AVE CANTON TOWNSHIP MI 48188	734-326-5161
GANI BARDHA	3189 CAPAC RD CAPAC MI 48014	810-395-9399
JAMES A LUTH	740 S STATE ST CARO MI 48723-1735	989-673-6628
ANDREW RODEWALD	615 W MAIN ST CARSON CITY MI 48811	989-584-3238
JAMES A LUTH	6180 W MAIN ST. CASS MI 48726	989-872-4841
JAY OKAYAMA	717 E STATE ST CASSOPOLIS MI 49031	269-445-5505
JAMES H MAYNARD	22785 M 86 CENTREVILLE MI 49032	269-467-6271
CYNTHIA VILLAIRE	1440 BRIDGE ST CHARLEVOIX MI 49720	231-547-5710
CHRISTOPHER J DRAVES	207 LANSING ST CHARLOTTE MI 48813-1605	517-543-0466
CYNTHIA VILLAIRE	1020 S MAIN ST CHEBOYGAN MI 49721-2273	231-627-2251
ANTHONY J D'ANNA, JR.	12943 BRADY ROAD CHESANING MI 48616-9561	989-845-2882
DIETER SCHULZ	28320 23 MILE ROAD CHESTERFIELD MI 48051-2320	586-949-4844
ROY SANCHEZ	10295 S CLARE AVE CLARE MI 48617-9733	989-386-7472
LARRY J PETERS JR.	9631 DIXIE HWY CLARKSTON MI 48348	248-625-0327
JESSICA SAPUTO	6695 DIXIE HWY CLARKSTON MI 48346-2918	248-625-8500
JESSICA SAPUTO	5625 SASHABAW RD CLARKSTON MI 48346-3149	248-625-8600
JEFFREY STANTON	480 WEST MICHIGAN AVE CLINTON MI 49236	517-456-8700
JOHN A KOSTECKI	35025 HARPER AVENUE CLINTON TOWNSHIP MI 48035	586-791-6680
MICHAEL J MLINARCIC JR	35243 GROESBECK HWY CLINTON TOWNSHIP MI 48035	586-792-7930
MICHAEL J MLINARCIC JR	15855 15 MILE RD CLINTON TOWNSHIP MI 48035	586-792-2389
DIETER SCHULZ	1617 S GRATIOT CLINTON TOWNSHIP MI 48043	586-468-8822
ERIKA SCHULZ-ROGERS	22050 HALL RD CLINTON TOWNSHIP MI 48038	586-468-3889
LAURA L MAYNARD	381 E CHICAGO ST COLDWATER MI 49036-2044	517-278-7171
SAMUEL M LUBEZNIK	150 EAST RYNO ROAD COLOMA MI 49038-9720	269-468-3241
GANI BARDHA	8300 RICHARDSON RD COMMERCE TOWNSHIP MI 48382	248-363-4241
KENNETH J BERG	4133 W RIVER DR COMSTOCK PARK MI 49321-8924	616-784-7735
RYAN REARDON	3917 ALPINE AVE NW COMSTOCK PARK MI 49321	616-785-8449
LORI LYNN SCHULZ	59 68TH STREET COOPERSVILLE MI 49404	616-837-9549
MICHAEL DICKENDESHER	174 S HOWARD CROSWELL MI 48422	810-679-0042
EKREM BARDHA	1110 SOUTH STATE ROAD DAVISON MI 48423-1906	810-653-9488
ROBERT L SPANGLER	7518 LAPEER RD DAVISON MI 48423	810-658-0245
JON M CAMPBELL, SR.	25341 MICHIGAN AVE AT GULLEY DEARBORN MI 48124	313-359-9488
NEEL CHAPATWALA	14860 MICHIGAN AVE DEARBORN MI 48126-3445	313-582-2614
NEEL CHAPATWALA	13158 FORD RD DEARBORN MI 48126-3325	313-581-5680
VASANT G CHAPATWALA	7300 WYOMING RD DEARBORN MI 48126-1623	313-931-2915
VERA BARDHA	4145 S TELEGRAPH RD DEARBORN HEIGHTS MI 48125	313-563-2262
JON M CAMPBELL, SR.	6412 N TELEGRAPH RD DEARBORN HEIGHTS MI 48127-2204	313-278-8228
YUSEF ALCODRAY	8825 E JEFFERSON DETROIT MI 48214-2811	313-822-6607
YUSEF ALCODRAY	10400 GRATIOT AVENUE DETROIT MI 48218	313-571-4141
YUSEF ALCODRAY	14271 GRATIOT AVE DETROIT MI 48205-2425	313-521-4212
YUSEF ALCODRAY	3975 CONNOR AVE DETROIT MI 48215	313-499-2289
YUSEF ALCODRAY	18201 MACK AVENUE DETROIT MI 48224	313-499-1121
GILBERTINE BRUNDIDGE	15550 W MCNICHOLS DETROIT MI 48235-3762	313-836-1424
GILBERTINE BRUNDIDGE	15501 PLYMOUTH DETROIT MI 48227-1617	313-837-0344
GILBERTINE BRUNDIDGE	18137 JOY RD DETROIT MI 48228	313-336-2318
GILBERTINE BRUNDIDGE	22021 WEST 8 MILE ROAD DETROIT MI 48219	313-533-3410
JON M CAMPBELL, SR.	2889 W GRAND BLVD DETROIT MI 48202-2611	313-871-5821
JON M CAMPBELL, SR.	21640 GRAND RIVER AVENUE DETROIT MI 48219-3264	313-532-3780
NEEL CHAPATWALA	18403 GRAND RIVER RD DETROIT MI 48223-2316	313-837-9040
NEEL CHAPATWALA	6003 WEST VERNOR HIGHWAY DETROIT MI 48209-2059	313-849-3070
NEEL CHAPATWALA	13676 GRAND RIVER AVENUE DETROIT MI 48227	313-739-6784

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN A KOSTECKI	1321 W 8 MILE RD DETROIT MI 48220	313-366-1034
SONJA M SHIELDS	20405 CONANT AVENUE DETROIT MI 48234-1230	313-368-2660
MAURENE SMITH	6876 MICHIGAN AVE DETROIT MI 48210-2870	313-842-2694
BRIAN TEMPLE	14204 W 7 MILE DETROIT MI 48235-1719	313-341-0230
BRIAN TEMPLE	17121 LIVERNOIS AVENUE DETROIT MI 48221	313-861-5200
BRIAN TEMPLE	1000 MACK AVE DETROIT MI 48207-2000	313-832-4100
BRIAN TEMPLE	9815 GRAND RIVER AVENUE DETROIT MI 48204	313-491-3960
BRIAN TEMPLE	19840 VAN DYKE DETROIT MI 48234	313-891-8707
BRIAN TEMPLE	4235 WOODWARD AVENUE DETROIT MI 48201	313-832-2449
MARLA D THROWER	WAYNE COUNTY AIRPORT AUTHORITY DETROIT MI 48242	734-247-4366
JAMES THROWER, II	1101 SPRINGWELLS DETROIT MI 48209-1928	313-842-8330
JAMES THROWER, II	13500 LINWOOD AVE DETROIT MI 48221	313-865-1272
HEATHER R EVERSON	13230 S US 27 DEWITT MI 48820-9325	517-669-1170
SCOTT JAMES KARNS	101 BAKER RD DEXTER MI 48130	734-424-0461
JAY OKAYAMA	652 SPRUCE ST DOWAGIAC MI 49047	269-782-8700
JEFFREY STANTON	542 TECUMSEH ST DUNDEE MI 48131-1054	734-529-2423
TRAVIS VAN POPPELEN	8760 LANSING RD DURAND MI 48429	989-288-5985
THOMAS J HOLKA	120 SOUTH LAKE STREET EAST JORDAN MI 49727	231-536-0303
SHAWN SAPUTO	1024 E GRAND RIVER RD EAST LANSING MI 48823-4542	517-332-6647
YUSEF ALCODRAY	17921 E 9 MILE RD EASTPOINTE MI 48021	586-772-1311
HEATHER R EVERSON	9134 SPICERVILLE HWY EATON RAPIDS MI 48827-8907	517-663-1200
MICHAEL R RODEWALD	807 MAIN ST EDMORE MI 48829	989-427-8000
JAY OKAYAMA	68889 M 62 EDWARDSBURG MI 49112	269-663-3132
TIMOTHY WILSON	503 N LINCOLN RD ESCANABA MI 49829-1424	906-789-9435
JAMES A LUTH	1495 CENTER RD ESSEXVILLE MI 48732	989-893-9771
MATTHEW A SCHULZ	821 W 7TH ST EVART MI 49631	231-734-6991
JON M CAMPBELL, SR.	24020 ORCHARD LAKE RD FARMINGTON HILLS MI 48336	248-477-2011
JON M CAMPBELL, SR.	31325 ORCHARD LAKE RD FARMINGTON HILLS MI 48334	248-855-9113
TERESA HERNALSTEEN	35242 GRAND RIVER AVE FARMINGTON HILLS MI 48335	248-477-4920
LARRY J PETERS JR.	3285 WEST THOMPSON FENTON MI 48430	810-714-3183
F. MARK PFAU	3216 OWEN ROAD FENTON MI 48430-1758	810-629-3636
JOHN A KOSTECKI	22525 WOODWARD AVE FERNDALE MI 48220	248-545-6680
JEFFREY STANTON	27255 TELEGRAPH RD FLAT ROCK MI 48134-1010	734-782-1106
SAMUEL J COX	G-3060 MILLER ROAD FLINT MI 48507-1354	810-239-8441
LARRY J PETERS JR.	6015 HILL 23 DRIVE FLINT MI 48507-3894	810-233-4008
ROBERT L SPANGLER	3212 CLIO RD FLINT MI 48504-7161	810-239-9211
ROBERT L SPANGLER	3719 DAVISON ROAD EAST FLINT MI 48506-4205	810-742-5101
ROBERT L SPANGLER	4131 W PIERSON RD FLINT MI 48504-1334	810-789-4281
ROBERT L SPANGLER	1831 S DORT HWY FLINT MI 48504	810-239-9550
ROBERT L SPANGLER	1510 STEWART FLINT MI 48505-3600	810-235-3740
ROBERT L SPANGLER	1232 N BALLENGER HIGHWAY FLINT MI 48504	810-767-3224
ROBERT L SPANGLER	3180 N GENESEE RD FLINT MI 48506	810-736-8872
ROBERT L SPANGLER	6460 W PIERSON ROAD FLUSHING MI 48433-2345	810-659-7600
ERIKA SCHULZ-ROGERS	4155 24TH AVE FORT GRATIOT MI 48059	810-385-9080
F. MARK PFAU	945 S GRAND AVE FOWLerville MI 48836-9530	517-223-3802
ANTHONY J D'ANNA, JR.	478 N MAIN ST FRANKENMUTH MI 48734	989-652-3132
LARRY J PETERS JR.	7374 MIDLAND RD FREELAND MI 48623-8803	989-695-6083
MATTHEW A SCHULZ	1348 W MAIN ST FREMONT MI 49412-1465	231-924-4790
RANDELL G PRICE	6564 AIRLINE RD FRUITPORT MI 49415	231-865-8449
JON M CAMPBELL, SR.	2205 MIDDLEBELT RD GARDEN CITY MI 48135-2814	734-425-3350
LORI LYNN SCHULZ	716 W MAIN ST GAYLORD MI 49735-1821	989-732-5242
CYNTHIA VILLAIRE	7370 GENESEE ST GENESEE MI 48437	810-640-2749
TIMOTHY WILSON	2010 LAKE SHORE DR GLADSTONE MI 49837-1252	906-428-2217
LORI LYNN SCHULZ	1107 CEDAR ST GLADWIN MI 48624-1815	989-426-6662
LARRY J PETERS JR.	12237 S SAGINAW GRAND BLANC MI 48439-1469	810-694-7460
LARRY J PETERS JR.	9293 HOLLY RD GRAND BLANC MI 48439	810-953-1495
LARRY J PETERS JR.	2330 W GRAND BLANC RD GRAND BLANC MI 48507	810-655-8169
RANDELL G PRICE	1617 S BEACON BLVD GRAND HAVEN MI 49417-2613	616-846-6666
CHRISTOPHER J DRAVES	712 E SAGINAW HWY GRAND LEDGE MI 48837	517-627-3742
BRANDON VAN POPPELEN	10945 W GRAND RIVER AVE GRAND LEDGE MI 48837	517-622-1630
KENNETH J BERG	5353 NORTHLAND DR GRAND RAPIDS MI 49505-1043	616-361-0313
RYAN REARDON	1130 W FULTON ST GRAND RAPIDS MI 49504-6117	616-774-0619
RYAN REARDON	1240 S DIVISION GRAND RAPIDS MI 49508	616-452-0266
RYAN REARDON	1100 W LEONARD GRAND RAPIDS MI 49504	616-454-2888
LORI LYNN SCHULZ	415 28TH ST SE GRAND RAPIDS MI 49548	616-248-3666
CARL E WISEMAN	6095 KALAMAZOO ST GRAND RAPIDS MI 49508-7017	616-698-2710
CARL E WISEMAN	2980 44TH STREET GRANDVILLE MI 49418	616-534-5675

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LORI LYNN SCHULZ	2236 GRAYLING RD GRAYLING MI 49738-2003	989-348-2269
ANDREW RODEWALD	906 N LAFAYETTE GREENVILLE MI 48838-1130	616-754-7534
ANDREW RODEWALD	409 SOUTH MAPLEWOOD GREENVILLE MI 48838	616-754-2108
YUSEF ALCODRAY	17800 EAST 8 MILE ROAD HARPER WOODS MI 48225	313-521-8246
MATTHEW A SCHULZ	612 N 1ST ST HARRISON MI 48625-8401	989-539-1800
DIETER SCHULZ	25900 CROCKER BOULEVARD HARRISON TOWNSHIP MI 48045	586-463-8240
MATTHEW A SCHULZ	4256 W POLK RD HART MI 49420	231-873-8786
JAY OKAYAMA	61678 COUNTY ROAD 687 HARTFORD MI 49057-8678	269-621-1444
F. MARK PFAU	10600 HIGHLAND RD HARTLAND MI 48353-2625	810-632-6666
BRANDON VAN POPPELEN	16827 MARSH RD HASLETT MI 48840	517-339-5150
KEITH A BERG	1215 W STATE ST HASTINGS MI 49058-9712	269-948-8233
JOHN A KOSTECKI	50 W 9 MILE HAZEL PARK MI 48030	248-399-5693
SHAWN SAPUTO	120 W SAGINAW ST HEMLOCK MI 48626	989-642-4473
F. MARK PFAU	450 N MILFORD RD HIGHLAND MI 48357-4540	248-889-9377
LAURA L MAYNARD	220 W CARLETON RD HILLSDALE MI 49242-5034	517-439-1700
RANDELL G PRICE	1190 WASHINGTON AVE HOLLAND MI 49423-5293	616-392-6977
RANDELL G PRICE	762 CABILL DR HOLLAND MI 49423	616-392-9132
LORI LYNN SCHULZ	12645 RILEY ST HOLLAND MI 49424	616-738-1700
MATTHEW A SCHULZ	657 E 8TH ST HOLLAND MI 49423-3064	616-392-7628
MATTHEW A SCHULZ	213 N RIVER AVE HOLLAND MI 49424	616-392-6290
LARRY J PETERS JR.	15187 N HOLLY RD HOLLY MI 48442-1140	248-634-2728
HEATHER R EVERSON	2400 N CEDAR ST HOLT MI 48842-2104	517-694-9431
BRIAN D WILSON	1300 W MEMORIAL DR HOUGHTON MI 49931	906-482-3350
MATTHEW A SCHULZ	9307 W LAKE CITY RD HOUGHTON LAKE MI 48629	989-422-2893
F. MARK PFAU	2205 W GRAND RIVER RD HOWELL MI 48843	517-545-7777
F. MARK PFAU	1360 BURKHART RD HOWELL MI 48843	517-548-5348
JEFFREY STANTON	3781 E GRAND RIVER HOWELL MI 48843	517-545-0939
MICHAEL B BODMAN	503 S MERIDIAN ST HUDSON MI 49247	517-448-8440
RANDELL G PRICE	4596 32ND AVE HUDSONVILLE MI 49426-9499	616-669-1437
GANI BARDHA	635 SOUTH CEDAR IMLAY CITY MI 48444-1343	810-724-0688
CYNTHIA VILLAIRE	6153 M68 INDIAN RIVER MI 49749	231-238-0216
KEITH A BERG	2784 SOUTH STATE STREET IONIA MI 48846-9475	616-527-1100
STEVEN KILIAN, JR.	1140 S STEPHENSON AVE IRON MOUNTAIN MI 49801-4038	906-774-8430
STEVEN KILIAN, JR.	211 E GENESEE ST IRON RIVER MI 49935	906-265-2222
STEVEN KILIAN, JR.	337 EAST CLOVERLAND DRIVE IRONWOOD MI 49938-1307	906-932-4240
BRIAN D WILSON	840 US HIGHWAY 41 W ISHPEMING MI 49849-3181	906-486-9500
SHAWN SAPUTO	1352 E CENTER ST ITHACA MI 48847-1608	989-875-2961
STEVEN HOGWOOD	407 W PROSPECT JACKSON MI 49203-4008	517-782-9829
STEVEN HOGWOOD	2601 AIRPORT RD JACKSON MI 49202-1237	517-784-1601
STEVEN HOGWOOD	1105 N WEST AVE JACKSON MI 49202-2046	517-782-9841
STEVEN HOGWOOD	3310 E MICHIGAN AVE JACKSON MI 49202-3854	517-782-9277
STEVEN HOGWOOD	6011 ANN ARBOR RD JACKSON MI 49201-8884	517-764-4911
STEVEN HOGWOOD	1909 W MICHIGAN JACKSON MI 49202-4008	517-782-3311
STEVEN HOGWOOD	3425 LANSING AVE JACKSON MI 49201	517-768-7091
STEVEN HOGWOOD	3536 PAGE AVENUE JACKSON MI 49203	517-764-0116
RANDELL G PRICE	160 CHICAGO DR JENISON MI 49428-9357	616-457-2070
RANDELL G PRICE	1865 BALDWIN RD JENISON MI 49428	616-457-5026
LAURA L MAYNARD	115 W CHICAGO ST JONESVILLE MI 49250	517-849-2005
STEVEN HOGWOOD	5530 GULL RD KALAMAZOO MI 49001-1017	269-342-2048
STEVEN HOGWOOD	3320 S WESTNEDGE KALAMAZOO MI 49008-2903	269-342-0323
STEVEN HOGWOOD	3900 SPRINKLE RD KALAMAZOO MI 49001	269-381-8306
STEVEN HOGWOOD	4310 STADIUM DR KALAMAZOO MI 49007	269-372-3028
STEVEN HOGWOOD	224 KALAMAZOO AVE KALAMAZOO MI 49007	269-382-3800
GUADALUPE VELAZQUEZ	5394 W MAIN ST KALAMAZOO MI 49006	269-381-5027
GUADALUPE VELAZQUEZ	6820 W MAIN (M-43) KALAMAZOO MI 49009	269-353-8599
GUADALUPE VELAZQUEZ	7900 ADOBE RD KALAMAZOO MI 49009	269-351-2644
THOMAS R HOLKA JR.	640 S CEDAR KALKASKA MI 49646-9460	231-258-5022
LARRY J PETERS JR.	2515 S HURON AVE KAWKAWLIN MI 48631	989-671-0113
CARL E WISEMAN	2824 28TH ST SE KENTWOOD MI 49508	616-949-7241
CARL E WISEMAN	1700 44TH ST SE KENTWOOD MI 49508-5004	616-455-0384
LORI LYNN SCHULZ	32 N MOREY RD LAKE CITY MI 49651	231-839-8145
KEITH A BERG	1435 E JORDAN LAKE ST LAKE ODESSA MI 48849	616-374-6117
GANI BARDHA	435 S BROADWAY LAKE ORION MI 48362-2744	248-929-8085
MICHAEL R RODEWALD	9150 HOWARD CITY EDMORE RD LAKEVIEW MI 48850	989-352-7899
CHRISTOPHER J DRAVES	7240 W SAGINAW RD LANSING MI 48917-1129	517-323-2228
HEATHER R EVERSON	4700 S CEDAR ST LANSING MI 48910-5470	517-393-8678
HEATHER R EVERSON	3135 MARTIN LUTHER KING JR BLVD LANSING MI 48910-2939	517-394-0062

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
HEATHER R EVERSON	3220 E SAGINAW RD LANSING MI 48912-4714	517-332-8226
HEATHER R EVERSON	2530 E JOLLY ROAD LANSING MI 48911	517-882-4045
HEATHER R EVERSON	2775 EATON RAPIDS RD LANSING MI 48911	517-393-0100
BRANDON VAN POPPELEN	2120 N LARCH LANSING MI 48906-4115	517-371-4266
BRANDON VAN POPPELEN	4015 W SAGINAW LANSING MI 48917-2107	517-323-3528
BRANDON VAN POPPELEN	5225 N GRAND RIVER AVE LANSING MI 48917	517-327-5177
BRANDON VAN POPPELEN	6300 ST JOSEPH HWY LANSING MI 48917-3907	517-703-9320
GANI BARDHA	486 S MAIN ST LAPEER MI 48446-2427	810-664-0771
GANI BARDHA	1217 IMLAY CITY ROAD LAPEER MI 48446	810-667-9234
SCOTT JAMES KARNS	4500 N HULL LESLIE MI 49251	517-589-8878
NEEL CHAPATWALA	2106 DIX HWY LINCOLN PARK MI 48146-2219	313-383-4800
NEEL CHAPATWALA	1469 FORT ST LINCOLN PARK MI 48146-1800	313-928-6830
NEEL CHAPATWALA	4180 FORT ST LINCOLN PARK MI 48146	313-389-3289
F. MARK PFAU	603 W BROAD ST LINDEN MI 48451	810-735-6922
JON M CAMPBELL, SR.	19311 FARMINGTON RD LIVONIA MI 48152-1404	248-478-4691
JON M CAMPBELL, SR.	11800 MIDDLEBELT RD LIVONIA MI 48154	734-458-3990
ARTIE M VANN	38015 ANN ARBOR RD LIVONIA MI 48150-3499	734-462-9470
KENNETH J BERG	1300 W MAIN ST LOWELL MI 49331-1512	616-897-4141
MATTHEW A SCHULZ	5389 W US HWY 10 LUDINGTON MI 49431	231-845-6919
LAURA PERCIVAL	45700 N GRATIOT AVE MACOMB MI 48042	586-949-5528
ERIKA SCHULZ-ROGERS	18001 HALL RD MACOMB MI 48044	586-263-6869
ANDREW KOSTECKI	32811 STEPHENSON HWY MADISON HEIGHTS MI 48071	248-588-7909
LAURA PERCIVAL	32797 JOHN R ROAD MADISON HEIGHTS MI 48071-4731	248-585-0367
LAURA PERCIVAL	29023 JOHN R RD MADISON HEIGHTS MI 48071	248-414-7642
THOMAS J HOLKA	8497 N US 131 MANCELONA MI 49659	231-587-5020
MICHAEL R RODEWALD	1630 S US HWY 31 MANISTEE MI 49660	231-723-4377
ANTHONY J D'ANNA, JR.	3430 MAIN ST MARLETTE MI 48453-1239	989-635-3877
JAMES T WILSON	1105 W WASHINGTON MARQUETTE MI 49855-4001	906-226-2384
JAMES T WILSON	3225 US HIGHWAY 41 W MARQUETTE MI 49855	906-226-7422
JAMES T WILSON	1001 M28 E MARQUETTE MI 49855	906-249-1516
LAURA L MAYNARD	1260 W MICHIGAN AVE MARSHALL MI 49068-1463	269-781-1114
ERIKA SCHULZ-ROGERS	1925 GRATIOT AVE MARYSVILLE MI 48040-1278	810-364-7494
HEATHER R EVERSON	614 KIPP RD MASON MI 48854	517-244-9328
HEATHER R EVERSON	730 N CEDAR MASON MI 48854	517-676-8617
NEEL CHAPATWALA	4001 OAKWOOD MELVINDALE MI 48122	313-381-4300
LAWRENCE C LARSON	1232 10TH AVE MENOMINEE MI 49858-2719	906-863-6714
CYNTHIA VILLAIRE	3989 S LAPEER METAMORA MI 48455	810-678-8920
TRISH M HOLLINGSWORTH	601 WALDO AVE MIDLAND MI 48642	989-495-0165
JAMES A LUTH	1711 SOUTH SAGINAW RD MIDLAND MI 48640-2631	989-835-9840
JAMES A LUTH	4925 EASTMAN ROAD MIDLAND MI 48640-8472	989-835-9534
JEFFREY STANTON	1177 DEXTER STREET MILAN MI 48160	734-439-1520
F. MARK PFAU	120 S MILFORD RD MILFORD MI 48381-2741	248-676-2450
CYNTHIA VILLAIRE	503 MORENCI AVE MIO MI 48647	989-826-8418
JEFFREY STANTON	1001 SOUTH MONROE STREET MONROE MI 48161-3930	734-384-1097
JEFFREY STANTON	1180 DIXIE HIGHWAY MONROE MI 48161	734-242-6400
JEFFREY STANTON	1533 N TELEGRAPH RD MONROE MI 48161-3341	734-243-9570
ANTHONY J D'ANNA, JR.	249 E STATE ST MONTROSE MI 48457	810-639-3800
LAURA PERCIVAL	107 N GROESBECK MT CLEMENS MI 48043	586-469-0084
DIETER SCHULZ	24627 N RIVER RD MT CLEMENS MI 48043	586-468-5310
ROBERT L SPANGLER	G-7252 NORTH SAGINAW MT MORRIS MI 48458	810-687-1960
ROBERT L SPANGLER	G-8010-3 DORT HWY MT MORRIS MI 48458	810-687-0454
MICHAEL R RODEWALD	904 E PICKARD AVE MT PLEASANT MI 48858	989-773-3539
MICHAEL R RODEWALD	1804 S MISSION MT PLEASANT MI 48858	989-773-0072
MICHAEL R RODEWALD	5600 E PICKARD RD MT PLEASANT MI 48858	989-773-7220
MICHAEL R RODEWALD	1963 E REMUS RD MT PLEASANT MI 48858	989-773-1014
RANDELL G PRICE	1696 STERNBERG ROAD MUSKEGON MI 49444	231-798-7681
LORI LYNN SCHULZ	1831 SHERMAN BLVD WEST MUSKEGON MI 49441-3428	231-755-2585
LORI LYNN SCHULZ	1491 APPLE AVE MUSKEGON MI 49442-3748	231-773-2131
LORI LYNN SCHULZ	1779 E SHERMAN BLVD MUSKEGON MI 49444	231-733-6305
LORI LYNN SCHULZ	2237 HOLTON ROAD MUSKEGON MI 49445	231-744-8663
LORI LYNN SCHULZ	3586 E APPLE AVE MUSKEGON MI 49442	231-767-8523
DIETER SCHULZ	35899 GREEN ST NEW BALTIMORE MI 48047-2416	586-716-9830
JAY OKAYAMA	18881 LAPORTE RD NEW BUFFALO MI 49117	269-469-1924
ERIKA SCHULZ-ROGERS	57065 GRATIOT AVE NEW HAVEN MI 48048	586-749-0172
F. MARK PFAU	30528 LYON CENTER DR E NEW HUDSON MI 48165-8901	248-446-8169
MATTHEW A SCHULZ	8175 S MASON NEWAYGO MI 49337	231-652-2123
TERRI MARIE BEEBE	13921 STATE HWY M28 NEWBERRY MI 49868	906-293-3992

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAY OKAYAMA	1203 11TH ST NILES MI 49120	269-687-4318
ANTHONY J D'ANNA, JR.	5947 N LAPEER RD NORTH BRANCH MI 48461	810-793-5248
LORI LYNN SCHULZ	190 WHITEHALL NORTH MUSKEGON MI 49445	231-744-2681
TERESA HERNALSTEEN	39555 SIX MILE NORTHVILLE TOWNSHIP MI 48167	734-679-2311
LORI LYNN SCHULZ	730 WEST NORTON AVENUE NORTON SHORES MI 49441	231-722-1000
STEVEN KILIAN, JR.	401 MURRAY RD US2 NORWAY MI 49870	906-563-8546
LAURA PERCIVAL	42665 12 MILE RD NOVI MI 48377-3004	248-348-0255
SUJIT K DATTA	26160 GREENFIELD RD OAK PARK MI 48237	248-808-6756
ARTIE M VANN	21000 GREENFIELD RD OAK PARK MI 48237-3025	248-968-5149
SHAWN SAPUTO	3477 N OKEMOS OKEMOS MI 48864-3923	517-349-4581
TRAVIS VAN POPPELEN	2040 W GRAND RIVER RD OKEMOS MI 48864-1707	517-349-1190
CYNTHIA VILLAIRE	925 S ORTONVILLE RD ORTONVILLE MI 48462	248-627-6225
CYNTHIA VILLAIRE	5050 N HURON RD OSCODA MI 48750	989-739-3111
CYNTHIA VILLAIRE	213 N STATE ST OTISVILLE MI 48463	810-631-4044
JEFFREY STANTON	6158 US HWY 223 OTTAWA LAKE MI 49267	734-854-6852
TRAVIS VAN POPPELEN	2400 E MAIN ST OWOSSO MI 48867-9073	989-723-8438
TRAVIS VAN POPPELEN	601 W MAIN ST OWOSSO MI 48867-2609	989-723-5222
GANI BARDHA	655 N LAPEER OXFORD MI 48371	248-628-2780
TRAVIS VAN POPPELEN	3077 LANSING RD PERRY MI 48872	517-625-4044
CYNTHIA VILLAIRE	1178 HWY 31 N PETOSKEY MI 49770	231-347-1711
CYNTHIA VILLAIRE	747 SPRING STREET US 131 PETOSKEY MI 49770	231-487-0088
JEFFREY STANTON	1184 M 36 PINCKNEY MI 48169	734-878-9400
ANTHONY J D'ANNA, JR.	766 E PINCONNING RD PINCONNING MI 48650	989-879-4170
SUJIT K DATTA	520 EAST WALTON PONTIAC MI 48340	248-334-1047
F. MARK PFAU	44961 WOODWARD AVE PONTIAC MI 48341	248-335-9790
DIETER SCHULZ	1201 24TH ST PORT HURON MI 48060-4849	810-985-5030
DIETER SCHULZ	2509 PINE GROVE AVE PORT HURON MI 48060-2868	810-987-3374
STEVEN HOGWOOD	6925 S WESTNEDGE AVE PORTAGE MI 49002	269-323-2634
STEVEN HOGWOOD	5432 PORTAGE RD PORTAGE MI 49002	269-349-4890
MICHAEL R RODEWALD	1432 E GRAND RIVER PORTLAND MI 48875-1632	517-647-4680
CHRISTOPHER J DRAVES	285 E LANSING RD POTTERVILLE MI 48876	517-645-0374
MATTHEW A SCHULZ	1991 W HOUGHTON LAKE DR PRUDENVILLE MI 48651	989-366-5005
LAURA L MAYNARD	122 W CHICAGO QUINCY MI 49082	517-639-3086
JON M CAMPBELL, SR.	26990 GRAND RIVER AVE REDFORD MI 48240	313-534-0142
JON M CAMPBELL, SR.	15301 TELEGRAPH ROAD REDFORD MI 48239	313-387-0028
JON M CAMPBELL, SR.	11310 TELEGRAPH RD REDFORD MI 48239	313-387-3053
JON M CAMPBELL, SR.	25830 PLYMOUTH RD REDFORD TOWNSHIP MI 48239	313-937-8210
MATTHEW A SCHULZ	4985 PARK ST REED CITY MI 49677-9634	231-832-3699
STEVEN HOGWOOD	8200 32ND ST RICHLAND MI 49083	269-629-0814
ERIKA SCHULZ-ROGERS	67600 MAIN ST RICHMOND MI 48062-1926	586-727-2800
NEEL CHAPATWALA	10995 W JEFFERSON AVE RIVER ROUGE MI 48229	313-791-7170
WILLIAM P SAPUTO, JR.	808 ROCHE STER ROAD ROCHESTER MI 48307-2740	248-652-8661
WILLIAM P SAPUTO, JR.	2985 WALTON BLVD ROCHESTER HILLS MI 48309-1419	248-375-0916
WILLIAM P SAPUTO, JR.	91 W AUBURN RD ROCHESTER HILLS MI 48307	248-853-7423
RANDELL G PRICE	500 E DIVISION ROCKFORD MI 49341-1323	616-866-2550
DOUGLAS ROZEK	290 S BRADLEY HWY ROGERS CITY MI 49779-2100	989-734-7131
NEEL CHAPATWALA	9777 WAYNE ROAD ROMULUS MI 48174-1550	734-941-6580
NEEL CHAPATWALA	9273 MIDDLEBELT RD ROMULUS MI 48174-2510	734-946-8088
JONI M THROWER	8019 MERRIMAN RD ROMULUS MI 48174	734-728-4264
MARLA D THROWER	2579 WORLD GATEWAY PLACE ROMULUS MI 48242	734-941-5402
CYNTHIA VILLAIRE	405 N 5TH ST ROSCOMMON MI 48653	989-275-0533
CYNTHIA VILLAIRE	2770 S M 33 ROSE CITY MI 48654	989-685-3773
DAVID YOUNGER	27901 GRATIOT AVE ROSEVILLE MI 48066	586-777-6698
DAVID YOUNGER	15401 E 12 MILE RD ROSEVILLE MI 48066-1840	586-778-3020
DAVID YOUNGER	26765 GRATIOT AVENUE ROSEVILLE MI 48066	586-775-7029
ANDREW KOSTECKI	2829 W 14 MILE RD ROYAL OAK MI 48073-1767	248-549-6262
ANDREW KOSTECKI	423 W 11 MILE RD ROYAL OAK MI 48067-2240	248-543-9888
ANDREW KOSTECKI	3300 ROCHESTER ROAD ROYAL OAK MI 48073-2811	248-585-2262
DAVID YOUNGER	30807 WOODWARD AVE ROYAL OAK MI 48073-6932	248-435-3160
LARRY J PETERS JR.	510 S MICHIGAN AVE SAGINAW MI 48602-1525	989-799-4330
LARRY J PETERS JR.	1454 N MICHIGAN AVE SAGINAW MI 48602	989-752-8104
SHAWN SAPUTO	7778 GRATIOT AVE SAGINAW MI 48609-5017	989-781-0910
ROBERT L SPANGLER	3700 E GENESEE ST SAGINAW MI 48601-4280	989-755-7785
ROBERT L SPANGLER	3200 HOLLAND RD SAGINAW MI 48601-6600	989-755-7910
ROBERT L SPANGLER	3670 E WASHINGTON RD SAGINAW MI 48601	989-752-4568
JEFFREY STANTON	7847 E MICHIGAN AVE SALINE MI 48176	734-429-1049
MICHAEL DICKENDESHER	450 W SANILAC SANDUSKY MI 48471-1065	810-648-2465



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROY SANCHEZ	2738 N M-30 SANFORD MI 48657	989-687-9672
TERRI MARIE BEEBE	2850 I-75 BUSINESS SPUR SAULT ST. MARIE MI 49783	906-632-0059
STEVEN HOGWOOD	710 NORTH GRAND STREET SCHOOLCRAFT MI 49087	269-679-5185
TRISH M HOLLINGSWORTH	599 S UNIONVILLE RD SEBEWAING MI 48759	989-883-9898
MICHAEL R RODEWALD	550 E WRIGHT AVE SHEPHERD MI 48883	989-828-7006
ERIKA SCHULZ-ROGERS	2805 WADHAMS SMITHS CREEK MI 48074-1433	810-982-1870
SAMUEL M LUBEZNIK	1025 SOUTH LA GRANGE ROAD SOUTH HAVEN MI 49090-1939	269-637-6953
JEFFREY STANTON	22100 PONTIAC TRL SOUTH LYON MI 48178-1620	248-437-3226
JON M CAMPBELL, SR.	24480 TELEGRAPH RD SOUTHFIELD MI 48034	248-234-8105
JON M CAMPBELL, SR.	28670 NORTHWESTERN HWY SOUTHFIELD MI 48034	248-352-6574
SONJA M SHIELDS	30161 SOUTHFIELD RD SOUTHFIELD MI 48076	248-594-4773
KAREEM JALLAD	18787 NORTHLINE RD SOUTHGATE MI 48195	734-374-8850
JEFFREY STANTON	14845 EUREKA ROAD SOUTHGATE MI 48195-2001	734-282-2712
JEFFREY STANTON	16515 FORT STREET SOUTHGATE MI 48195	734-285-7040
RANDELL G PRICE	450 W DIVISION SPARTA MI 49345-1044	616-887-8565
STEVEN HOGWOOD	121 E MAIN ST SPRING ARBOR MI 49283	517-750-3393
RANDELL G PRICE	406 W SAVIDGE SPRING LAKE MI 49456	616-846-8000
DIETER SCHULZ	1336 WADHAMS ROAD, SUITE A ST CLAIR MI 48079	810-326-4186
SHAWN SAPUTO	1000 SAGINAW ST ST. CHARLES MI 48655	989-865-8559
ERIKA SCHULZ-ROGERS	1155 S CARNEY DR ST. CLAIR MI 48079	810-329-2606
YUSEF ALCODRAY	22333 E 9 MILE RD ST. CLAIR SHORES MI 48080	586-445-6196
TERRI MARIE BEEBE	928 W US 2 ST. IGNACE MI 49781	906-643-8973
BRANDON VAN POPPELEN	920 S US27 ST. JOHNS MI 48879	989-224-3325
ESTEPHAN AWAD	2820 NILES AVE ST. JOSEPH MI 49085	269-281-7170
SHAWN SAPUTO	115 W WASHINGTON AVE ST. LOUIS MI 48880	989-681-3603
ANTHONY J D'ANNA, JR.	515 S US HWY 23 STANDISH MI 48658	989-846-9561
MICHAEL R RODEWALD	329 E MAIN STANTON MI 48888	989-831-8939
MICHAEL J MLINARCIC JR	8280 15 MILE RD STERLING HEIGHTS MI 48312	586-939-9460
MICHAEL J MLINARCIC JR	13640 SOUTHCove DR STERLING HEIGHTS MI 48313-1334	586-247-2340
MICHAEL J MLINARCIC JR	37037 MOUND RD STERLING HEIGHTS MI 48310	586-978-9527
LAURA PERCIVAL	2000 18 MILE RD STERLING HEIGHTS MI 48310	586-939-9140
ESTEPHAN AWAD	4661 RED ARROW HWY STEVENSVILLE MI 49127	269-281-7403
SCOTT JAMES KARNIS	4997 BIRD INDUSTRIAL DRIVE STOCKBRIDGE MI 49285	517-851-7817
JESSICA SAPUTO	2234 ORCHARD LAKE RD SYLVAN LAKE MI 48320-1750	248-681-0002
CYNTHIA VILLAIRE	605 EAST LAKE STREET TAWAS CITY MI 48730	989-362-3956
NEEL CHAPATWALA	10236 S TELEGRAPH ROAD TAYLOR MI 48180-3330	313-292-5202
NEEL CHAPATWALA	21300 ECORSE RD TAYLOR MI 48180-1852	313-928-3900
KAREEM JALLAD	26730 EUREKA RD TAYLOR MI 48180-4833	734-941-8760
KAREEM JALLAD	23333 EUREKA RD TAYLOR MI 48180	734-287-1013
JEFFREY STANTON	1206 WEST CHICAGO BLVD TECUMSEH MI 49236	517-423-2826
MICHAEL P MAYNARD	15286 M60 TEKONSHA MI 49092	517-767-3518
MATTHEW A SCHULZ	710 E FRONT ST TRAVERSE CITY MI 49686	231-946-5740
MATTHEW A SCHULZ	3606 N US 31 S TRAVERSE CITY MI 49684	231-946-6100
MATTHEW A SCHULZ	2468 S AIRPORT RD W TRAVERSE CITY MI 49684	231-933-9248
MATTHEW A SCHULZ	933 US 31 S TRAVERSE CITY MI 49684	231-943-0774
NEEL CHAPATWALA	1581 VAN HORN ROAD TRENTON MI 48183	734-692-8032
JEFFREY STANTON	3355 WEST RD TRENTON MI 48183-2343	734-675-6760
LAURA PERCIVAL	4819 ROCHESTER ROAD TROY MI 48098-4962	248-524-2437
LAURA PERCIVAL	36895 DEQUINDRE ROAD TROY MI 48083	248-528-1393
LAURA PERCIVAL	3039 ROCHESTER RD TROY MI 48083	248-740-0604
DAVID YOUNGER	70 W MAPLE TROY MI 48084	248-556-5109
WILLIAM P SAPUTO, JR.	47475 VAN DYKE RD UTICA MI 48317-3366	586-739-9383
MICHAEL J MLINARCIC JR	45010 UTICA PARK BLVD UTICA MI 48315-5911	586-254-0762
ANTHONY J D'ANNA, JR.	933 W HURON VASSAR MI 48768	989-823-7615
RANDELL G PRICE	3030 WALKER AVE WALKER MI 49504	616-791-0435
RYAN REARDON	2652 ALPINE AVE WALKER MI 49504-1963	616-363-3600
JON M CAMPBELL, SR.	200 BECK RD WALLED LAKE MI 48390	248-669-5887
TERESA HERNALSTEEN	515 HAGGERTY RD WALLED LAKE MI 48390	248-960-5071
F. MARK PFAU	1212 W MAPLE RD WALLED LAKE MI 48390	248-624-7750
JOHN A KOSTECKI	2250 E 10 MILE ROAD WARREN MI 48091-3701	586-755-1440
LAURA PERCIVAL	4240 E 14 MILE WARREN MI 48092-4325	586-939-4219
LAURA PERCIVAL	28959 MOUND RD WARREN MI 48092	586-576-0434
LAURA PERCIVAL	32155 VAN DYKE AVE WARREN MI 48093	586-983-2606
BRIAN TEMPLE	4899 EAST EIGHT MILE ROAD WARREN MI 48091-2767	586-754-9375
BRIAN TEMPLE	23000 VAN DYKE WARREN MI 48089	586-754-9597
BRIAN TEMPLE	11631 10 MILE RD WARREN MI 48089	586-619-7121
DAVID YOUNGER	27480 VAN DYKE ROAD WARREN MI 48093-2804	586-755-0290

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DAVID YOUNGER	30837 SCHOENHERR ROAD WARREN MI 48093-6857	586-751-0270
MICHAEL J MLINARCIK JR	66500 VAN DYKE WASHINGTON MI 48095-2015	586-752-6404
F. MARK PFAU	4772 DIXIE HWY WATERFORD MI 48329-3525	248-674-0961
F. MARK PFAU	5854 HIGHLAND RD WATERFORD MI 48327-1827	248-674-0937
F. MARK PFAU	7600 COOLEY LAKE RD WATERFORD MI 48327-4190	248-360-2790
JESSICA SAPUTO	2450 DIXIE HWY WATERFORD MI 48328	248-334-4800
JESSICA SAPUTO	3205 ELIZABETH LAKE RD WATERFORD MI 48328-3004	248-681-1220
KEITH A BERG	1515 N PATTERSON WAYLAND MI 49348	269-792-8018
MARLA D THROWER	35111 MICHIGAN AVE W WAYNE MI 48184	734-728-0567
TRAVIS VAN POPPELEN	805 HIGHVIEW DRIVE WEBBERVILLE MI 48892	517-521-1113
ANTHONY J D'ANNA, JR.	2940 COOK RD WEST BRANCH MI 48661-9338	989-345-1860
JONI M THROWER	33921 FORD RD WESTLAND MI 48185-3006	734-721-2919
JONI M THROWER	38418 FORD RD WESTLAND MI 48185	734-729-0790
JONI M THROWER	1675 S WAYNE RD WESTLAND MI 48186	734-728-4660
MARLA D THROWER	34900 WARREN AVE WESTLAND MI 48185-2772	734-422-3704
F. MARK PFAU	9615 HIGHLAND ROAD WHITE LAKE MI 48386-2315	248-698-2424
F. MARK PFAU	6491 HIGHLAND RD WHITE LAKE MI 48386	248-889-0026
JAMES H MAYNARD	103 US HWY 131 WHITE PIGEON MI 49099	269-483-0042
MATTHEW A SCHULZ	3038 COLBY STREET WHITEHALL MI 49461-9637	231-894-2558
LORI LYNN SCHULZ	5908 US HWY 31 N WILLIAMSBURG MI 49690	231-938-9725
TRAVIS VAN POPPELEN	200 W GRAND RIVER AVE WILLIAMSTON MI 48895-1320	517-655-5450
JEFFREY STANTON	22172 WEST RD WOODHAVEN MI 48183	734-675-2940
JEFFREY STANTON	3421 BIDDLE AVE WYANDOTTE MI 48192-6222	734-281-1105
LORI LYNN SCHULZ	1115 CHICAGO DR SW WYOMING MI 49519	616-248-9755
MATTHEW A SCHULZ	3873 S DIVISION ST WYOMING MI 49548-3251	616-531-2190
MATTHEW A SCHULZ	2727 28TH ST SW WYOMING MI 49509-2109	616-534-3876
CARL E WISEMAN	5631 BYRON CENTER AVE WYOMING MI 49418	616-249-3115
ERIKA SCHULZ-ROGERS	105 MAIN ST YALE MI 48097	810-387-2112
KAREEM JALLAD	5550 W MICHIGAN AVE YPSILANTI MI 48197	734-572-1452
MONIQUE C VANN	16 E CORSE RD YPSILANTI MI 48198-5711	734-485-8416
MONIQUE C VANN	3811 CARPENTER RD YPSILANTI MI 48197	734-477-9010
RANDELL G PRICE	8531 HOMESTEAD DRIVE ZEELAND MI 49464	616-772-9512
GLEN L COOK	650 2ND ST NE AITKIN MN 56431	218-927-2120
RICHARD T LOMMEN, JR.	609 E MAIN ST ALBERT LEA MN 56007-2936	507-377-1355
RICHARD T LOMMEN, JR.	2808 BRIDGE AVE ALBERT LEA MN 56007-2082	507-377-9573
RICHARD T LOMMEN, JR.	840 HAPPY TRAILS LN ALBERT LEA MN 56007	507-377-6098
KEVIN L COOK	4910 HWY 29 S ALEXANDRIA MN 56308-2905	320-763-5070
KEVIN L COOK	853 STATE HWY 29 N ALEXANDRIA MN 56308	320-759-7272
TIMOTHY J GENCK	13731 ROUND LAKE BLVD ANDOVER MN 55304	763-323-4727
JEFFREY A SMITH	15232 BLUEBIRD STREET NW ANDOVER MN 55304	763-434-3137
KEVIN COOK	211 ELM STREET WEST ANNANDALE MN 55302	320-274-5958
KRISTINE K GENCK	720 W MAIN ST ANOKA MN 55303-1581	763-427-8650
YASMIN HYDER	7667 150TH ST W APPLE VALLEY MN 55124-7166	952-432-2185
TIMOTHY O BAYLOR	1313 W COUNTY ROAD E ARDEN HILLS MN 55112	651-633-1257
RICHARD T LOMMEN, JR.	1009 W OAKLAND AVE AUSTIN MN 55912-2217	507-433-6030
RICHARD T LOMMEN, JR.	1402 14TH ST NW AUSTIN MN 55912	507-434-7810
COREY KLINEFELTER	903 MAIN STREET BAUDETTE MN 56623	218-634-1320
TIMOTHY J GENCK	12945 ROLLING RIDGE ROAD BECKER MN 55308	763-262-3838
COREY KLINEFELTER	1245 PAUL BUNYAN DR NW BEMIDJI MN 56601-4123	218-751-2560
COREY KLINEFELTER	520 PAUL BUNYAN DR BEMIDJI MN 56601	218-759-9117
TIMOTHY J GENCK	330 JEFFERSON BLVD BIG LAKE MN 55309	763-263-1010
MELISSA KENNEDY	12401 ULYSSES ST NE BLAINE MN 55434-3940	763-755-2660
JEFFREY A SMITH	10270 BALTIMORE STREET NE BLAINE MN 55449	763-792-9495
MARK HODD	9529 LYNDALE AVENUE SOUTH BLOOMINGTON MN 55420-4213	952-881-8010
MELISSA KENNEDY	8030 NICOLLET AVE BLOOMINGTON MN 55420-1230	952-888-6844
JEFFREY J RALPH	4000 W OLD SHAKOPEE RD BLOOMINGTON MN 55437-2947	952-888-3759
JEFFREY J RALPH	9240 BLOOMINGTON FERRY RD BLOOMINGTON MN 55438-1429	952-944-8388
JEFFREY J RALPH	7997 SOUTHTOWN CTR BLOOMINGTON MN 55431	952-948-1855
WESLEY CLERC, JR.	1202 BUCCANEER DR BLUE EARTH MN 56013	507-432-1580
GLEN P COOK	521 W WASHINGTON ST BRAINERD MN 56401-2927	218-829-5201
GLEN P COOK	505 NE WASHINGTON ST BRAINERD MN 56401	218-829-6925
JUSTIN BAYLOR	5525 XERXES AVE N BROOKLYN CENTER MN 55430-2856	763-566-3970
JUSTIN BAYLOR	1480 85TH AVE N BROOKLYN PARK MN 55444-1416	763-560-1726
SHAHAB HYDER	9000 85TH AVE NORTH BROOKLYN PARK MN 55445-2153	763-425-0990
SHAHAB HYDER	7685 WEST BROADWAY BROOKLYN PARK MN 55428	763-425-4240
SHAHAB HYDER	9695 XENIA AVENUE NORTH BROOKLYN PARK MN 55443	763-425-0255
KEVIN COOK	303 7TH ST NE BUFFALO MN 55313-1744	763-682-5167

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
YASMIN HYDER	14200 GRAND AVE BURNSVILLE MN 55337-5704	952-435-6688
JEFFREY J RALPH	2901 W HWY 13 BURNSVILLE MN 55337-1707	952-890-4994
RICHARD T LOMMEN, JR.	955 HIGH POINT DRIVE NE BYRON MN 55920	507-775-0935
PREDRAG DOSTANIC	100 GARFIELD ST S CAMBRIDGE MN 55008	763-689-9015
RICHARD T LOMMEN, JR.	31675 65TH AVE CANNON FALLS MN 55009	507-263-2754
SHAHAB HYDER	12321 CHAMPLIN DR CHAMPLIN MN 55316-1906	763-421-8182
RICK CLERC	8971 CROSSROADS BLVD CHANHASSEN MN 55317	952-934-1259
SHAHAB HYDER	90 LAKE DR E CHANHASSEN MN 55317-9319	952-934-8530
RICK CLERC	2840 CHASKA BLVD CHASKA MN 55318-2294	952-448-6423
RICK CLERC	1120 HAZELTINE BLVD CHASKA MN 55318	952-361-5414
MIKE DARULA	29575 SPORTSMAN DR CHISAGO CITY MN 55013	651-257-2200
COREY KLINEFELTER	710 IRON MINER MEMORIAL RD CHISHOLM MN 55719	218-254-4227
COURTNEY HENRY	1 CENTRAL ST CIRCLE PINES MN 55014-1761	763-780-3937
PREDRAG DOSTANIC	709 HWY 33 S CLOQUET MN 55720-2659	218-879-8497
COREY KLINEFELTER	101 S HWY 53 COOK MN 55723	218-666-0077
MELISSA KENNEDY	1920 GATEWAY DRIVE COON RAPIDS MN 55448	763-231-0468
JEFFREY A SMITH	11364 FOLEY BLVD NW COON RAPIDS MN 55448-3348	763-755-2149
JEFFREY A SMITH	3080 COON RAPIDS BLVD COON RAPIDS MN 55433-3474	763-422-9218
JEFFREY A SMITH	3231 NORTHDALE BLVD COON RAPIDS MN 55433	763-506-0060
PATRICK DUVAL	7355 POINT DOUGLAS RD COTTAGE GROVE MN 55016	651-459-9415
MICHAEL J DOHERTY	1811 UNIVERSITY AVE CROOKSTON MN 56716	218-281-7611
SHAHAB HYDER	5400 W BROADWAY CRYSTAL MN 55428-3506	763-533-8150
MIKE DARULA	1490 BABCOCK BLVD DELANO MN 55328	763-972-5912
GLEN L COOK	415 E FRAZEE DETROIT LAKES MN 56501-3605	218-847-3558
PREDRAG DOSTANIC	2105 LONDON RD DULUTH MN 55812-2128	218-728-2091
PREDRAG DOSTANIC	428 N CENTRAL DULUTH MN 55807-2530	218-624-0460
COREY KLINEFELTER	110 E CENTRAL ENTRANCE DULUTH MN 55811-5510	218-722-8900
KAY L BUTLER	1351 TOWN CENTRE DR EAGAN MN 55123	651-686-5592
THOMAS P BUTLER	1995 SILVER BELL RD EAGAN MN 55122-1102	651-452-2307
THOMAS P BUTLER	4565 ERIN LANE EAGAN MN 55121	651-452-3179
MARK HODD	3045 HOLIDAY LN EAGAN MN 55121	651-686-5210
MICHAEL J DOHERTY	1212 CENTRAL AVE NE EAST GRAND FORKS MN 56721-1603	218-773-3922
RICK CLERC	598 PRAIRIE CENTER DR EDEN PRAIRIE MN 55344-7917	952-943-8870
COURTNEY HENRY	3220 SOUTHDALE CIR EDINA MN 55435-2511	952-925-3130
KRISTINE K GENCK	700 DODGE AVE ELK RIVER MN 55330-1977	763-441-7966
RICK CLERC	770 EXCELSIOR BLVD EXCELSIOR MN 55331-1968	952-474-4998
WESLEY CLERC, JR.	2217 N STATE ST FAIRMONT MN 56031-3633	507-432-1579
COLLEEN VANBLARCOM	525 NW 4TH STREET FARIBAULT MN 55021-5032	507-332-7040
MARK HODD	4655 KNUITSEN DR FARMINGTON MN 55024	651-463-7400
GLEN L COOK	2085 COLLEGE WAY FERGUS FALLS MN 56537-1061	218-736-5856
GLEN P COOK	139 HIGHWAY 23 W FOLEY MN 56329-8533	320-968-7337
MIKE DARULA	1244 W BROADWAY PO BOX 87 FOREST LAKE MN 55025-1417	651-464-5440
MELISSA KENNEDY	8100 UNIVERSITY AVE NE FRIDLEY MN 55432-1864	763-780-9611
MELISSA KENNEDY	286 57TH AVENUE NE FRIDLEY MN 55432	763-571-5260
GLEN L COOK	1351 TOWN CENTRE DR GARRISON MN 56450	320-692-4911
TIMOTHY O BAYLOR	730 N WINNETKA AVE GOLDEN VALLEY MN 55427-4530	763-545-1079
SHAHAB HYDER	9315 MEDICINE LAKE RD GOLDEN VALLEY MN 55427-3112	763-544-2077
COREY KLINEFELTER	1221 POKEGAMA AVE S GRAND RAPIDS MN 55744-5044	218-326-5561
COURTNEY HENRY	1340 S FRONTAGE RD HASTINGS MN 55033-2426	651-437-7197
PREDRAG DOSTANIC	4301 MENARD DR HERMANTOWN MN 55811	218-279-4011
COREY KLINEFELTER	1442 E 40TH ST HIBBING MN 55746	218-262-1186
PREDRAG DOSTANIC	203 MORRIS AVE HINCKLEY MN 55037	320-384-0071
KEVIN COOK	1098 HWY 15 S HUTCHINSON MN 55350-3154	320-587-2449
COREY KLINEFELTER	1700 2ND AVE INTERNATIONAL FALLS MN 56649	218-283-9500
THOMAS DUVAL	3075 80TH ST E INVER GROVE HEIGHTS MN 55076	651-306-1378
THOMAS DUVAL	5760 CAHILL AVE INVER GROVE HTS MN 55076	651-455-9385
PREDRAG DOSTANIC	412 HERITAGE BLVD NE ISANTI MN 55040-7109	763-444-7916
JOSHUA B CHOATE	260 TRIANGLE LN JORDAN MN 55352	952-492-6680
MIKE DARULA	21044 KENRICK AVE LAKEVILLE MN 55044-8585	952-469-5010
MIKE DARULA	20158 ICENIC TRL LAKEVILLE MN 55044	952-469-5552
MIKE DARULA	17645 CEDAR AVENUE LAKEVILLE MN 55044	952-469-2065
YASMIN HYDER	16205 KENYON AVENUE LAKEVILLE MN 55044	952-469-8525
MELISSA KENNEDY	7110 OTTER LAKE ROAD LINO LAKES MN 55038	651-653-3908
TERRENCE MCBRIDE	610 APOLLO DR LINO LAKES MN 55014	763-398-0323
KEVIN COOK	1021 E HIGHWAY 12 LITCHFIELD MN 55355-2616	320-593-7182
TERRENCE MCBRIDE	2260 RICE ST LITTLE CANADA MN 55113	651-483-8197
GLEN P COOK	104 LEMIEUR ST LITTLE FALLS MN 56345	320-632-2724

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KRISTINE K GENCK	2410 W INDUSTRIAL BLVD LONG LAKE MN 55356	952-475-3588
TIMOTHY J GENCK	306 LAKE STREET SOUTH LONG PRAIRIE MN 56347	320-732-1006
MICHAEL HARTSHORN	1001 S KNISS LUVERNE MN 56156	507-283-8114
COLLEEN VANBLARCOM	1411 MADISON AVE MANKATO MN 56001-5441	507-345-3370
COLLEEN VANBLARCOM	150 W LIND CT MANKATO MN 56001-0400	507-625-7199
COLLEEN VANBLARCOM	1921 ADAMS ST MANKATO MN 56001	507-625-7559
SHAHAB HYDER	6255 SYCAMORE LANE NORTH MAPLE GROVE MN 55369-6322	763-559-1560
YASMIN HYDER	13595 83RD WAY MAPLE GROVE MN 55369-4644	763-494-4393
JEFFREY J RALPH	9530 BLACK OAKS AVE MAPLE GROVE MN 55311	763-420-5911
ANDREW DUVAL	1797 COPE AVE MAPLEWOOD MN 55109-2608	651-777-3949
COURTNEY HENRY	2730 MINNEHAHA AVE MAPLEWOOD MN 55119	651-739-9485
COURTNEY HENRY	2935 SOUTHLAWN DR MAPLEWOOD MN 55109	651-777-9408
RICK CLERC	1200 E COLLEGE DR MARSHALL MN 56258-2010	507-537-1139
MARGARET M FITZPATRICK	6874 W FRONTAGE RD MEDFORD MN 55049	507-451-1055
TIMOTHY J GENCK	822 HWY 55 MEDINA MN 55340	763-478-2734
PATRICK DUVAL	2020 DODD RD MENDOTA HEIGHTS MN 55120	651-454-7094
JUSTIN BAYLOR	210 E LAKE ST MINNEAPOLIS MN 55408-2450	612-825-9700
JUSTIN BAYLOR	1440 STINSON BLVD MINNEAPOLIS MN 55413-1723	612-331-3100
TIMOTHY O BAYLOR	4121 HIAWATHA AVE MINNEAPOLIS MN 55406-3357	612-729-4417
TIMOTHY O BAYLOR	916 W BROADWAY MINNEAPOLIS MN 55411	612-521-8504
ADITYA BHAVANI	1100 UNIVERSITY AVE NE MINNEAPOLIS MN 55413-1222	612-379-4334
MIKE DARULA	2929 HENNEPIN AVE S MINNEAPOLIS MN 55408-1955	612-827-4135
COURTNEY HENRY	2400 NICOLLET AVE S MINNEAPOLIS MN 55404-3449	612-872-2227
MARK HODD	4435 LYNDALE AVE N MINNEAPOLIS MN 55412-1436	612-521-1200
JEFFREY A SMITH	4605 CENTRAL AVE NE MINNEAPOLIS MN 55421-2435	763-571-7416
JEFFREY A SMITH	3110 E LAKE ST MINNEAPOLIS MN 55406-2002	612-729-9005
YASMIN HYDER	4637 SHADY OAK RD MINNETONKA MN 55343-8838	952-935-9475
KEVIN L COOK	1706 E HWY 7 MONTEVIDEO MN 56265	320-269-7515
KEVIN COOK	100 OAKWOOD DR MONTICELLO MN 55362	763-295-5140
KEVIN L COOK	220 8TH ST S MOORHEAD MN 56560-2811	218-236-5011
KEVIN L COOK	3009 HWY 10 E MOORHEAD MN 56560-2549	218-236-7070
PREDRAG DOSTANIC	500 PARK PLACE DRIVE MOOSE LAKE MN 55767	218-485-5785
PREDRAG DOSTANIC	500 HIGHWAY 65 MORA MN 55051	320-679-2269
KEVIN COOK	1124 ATLANTIC AVE PO BOX 469 MORRIS MN 56267	320-589-3239
COURTNEY HENRY	2201 HWY 10 MOUNDS VIEW MN 55112-4924	763-786-7150
MELISSA KENNEDY	729 LONG LAKE RD NEW BRIGHTON MN 55112-7770	651-631-9176
JEFFREY A SMITH	1168 SILVER LAKE RD NEW BRIGHTON MN 55112-6325	651-636-5254
YASMIN HYDER	4201 WINNETKA AVE NEW HOPE MN 55428-4924	763-533-5066
JOSHUA B CHOATE	101 CHALUPSKY AVENUE SE NEW PRAGUE MN 56071	952-758-5995
JEREMY E POLLOCK	1705 S BROADWAY NEW ULM MN 56073	507-359-9529
PREDRAG DOSTANIC	5835 ST CROIX TRAIL NORTH BRANCH MN 55056	651-674-8380
COLLEEN VANBLARCOM	1101 S HWY 3 NORTHFIELD MN 55057-3086	507-663-0236
SHAHAB HYDER	410 FAXON RD N NORWOOD YOUNG AMERICA MN 55368	952-467-4495
COURTNEY HENRY	7830 32ND ST N OAKDALE MN 55128	651-777-6699
JEREMY E POLLOCK	1105 W FRONTAGE RD OWATONNA MN 55060	507-451-3075
COREY KLINEFELTER	101 S PARK AVE PARK RAPIDS MN 56470	218-732-9957
KEVIN L COOK	685 OPPORTUNITY PARK DRIVE PAYNESVILLE MN 56362	320-243-1551
GLEN P COOK	100 JUDD STREET PERHAM MN 56573	218-346-4100
PREDRAG DOSTANIC	1450 8TH ST NW PINE CITY MN 55063-1137	320-629-0030
NATHAN R LEONARD	609 8TH AVE SE PIPESTONE MN 56164	507-825-3222
TIMOTHY O BAYLOR	2705 ANNAPOLIS CIR PLYMOUTH MN 55441	763-553-0941
YASMIN HYDER	11325 STATE HIGHWAY 55 PLYMOUTH MN 55441	763-545-8099
PREDRAG DOSTANIC	701 NORTHLAND DR PRINCETON MN 55371	763-389-5310
JOSHUA B CHOATE	16831 HWY 13 SE PRIOR LAKE MN 55372	952-447-8511
PREDRAG DOSTANIC	9310 W SKYLINE PKY PROCTOR MN 55810	218-628-2112
RICHARD T LOMMEN, JR.	2770 N SERVICE DR RED WING MN 55066-1985	651-800-2023
KEVIN L COOK	1271 E BRIDGE ST REDWOOD FALLS MN 56283-1901	507-637-2061
GLEN P COOK	2378 PINE RD NW RICE MN 56367-9740	320-393-4600
COURTNEY HENRY	6645 LYNDALE AVE S RICHFIELD MN 55423	612-866-2086
TIMOTHY O BAYLOR	4601 LAKE DR ROBBINSDALE MN 55422	763-535-9100
RICHARD T LOMMEN, JR.	1116 N BROADWAY ROCHESTER MN 55906	507-288-4454
RICHARD T LOMMEN, JR.	1306 APACHE DR SW ROCHESTER MN 55902	507-288-2264
RICHARD T LOMMEN, JR.	1505 2ND ST SW ROCHESTER MN 55902-0356	507-252-0691
RICHARD T LOMMEN, JR.	5500 BANDEL RD NW ROCHESTER MN 55901	507-289-5289
RICHARD T LOMMEN, JR.	4636 COMMERCIAL DR SW ROCHESTER MN 55902	507-281-1167
RICHARD T LOMMEN, JR.	2121 COMMERCE DRIVE NW ROCHESTER MN 55901	507-258-7910
TIMOTHY J GENCK	21300 ROGERS DR ROGERS MN 55374-9540	763-428-2846

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KAY L BUTLER	15035 CANADA AVE ROSEMOUNT MN 55068-1758	651-423-1030
TIMOTHY O BAYLOR	2075 SNELLING AVE N ROSEVILLE MN 55113	651-631-1630
GLEN P COOK	120 TWIN RIVERS CT SARTELL MN 56377	320-654-0402
KEVIN COOK	1210 TIMBERLANE DR SAUK CENTRE MN 56378	320-352-5651
THOMAS P BUTLER	3990 COUNTY RD 42 SAVAGE MN 55378	952-890-2258
JOSHUA B CHOATE	227 MARSCHALL RD SHAKOPEE MN 55379-1674	952-445-8050
JOSHUA B CHOATE	3990 12TH AVE SHAKOPEE MN 55379	952-402-9100
MELISSA KENNEDY	8124 HWY 65 SPRING LAKE PARK MN 55432-2020	763-786-6260
TIMOTHY J GENCK	1180 E ELM STREET ST JOSEPH MN 56374	320-363-4223
LOUIS C HENRY, JR.	4300 GLUMACK DR ST PAUL MN 55111	612-727-1111
GLEN P COOK	2120 W DIVISION ST ST. CLOUD MN 56301	320-252-8361
GLEN P COOK	840 E SAINT GERMAIN ST ST. CLOUD MN 56304	320-253-4742
TIMOTHY J GENCK	4311 CLEARWATER RD ST. CLOUD MN 56301	320-654-9764
KRISTINE K GENCK	23100 SAINT FRANCIS BLVD ST. FRANCIS MN 55070	763-753-4713
RICK CLERC	313 1ST AVE S ST. JAMES MN 56081	507-407-0080
MIKE DARULA	6320 W LAKE ST ST. LOUIS PARK MN 55416	952-929-0770
MIKE DARULA	5200 EXCELSIOR BLVD ST. LOUIS PARK MN 55416	952-928-4821
KRISTINE K GENCK	350 CENTRAL AVE E ST. MICHAEL MN 55376	763-497-6088
PATRICK DUVAL	1841 SUBURBAN AVE ST. PAUL MN 55119	651-739-0395
COURTNEY HENRY	1388 MARYLAND AVENUE ST. PAUL MN 55106	651-774-4147
COURTNEY HENRY	551 JEFFERSON ST ST. PAUL MN 55102	651-291-8668
COURTNEY HENRY	471 MARION STREET ST. PAUL MN 55103	651-224-7535
COURTNEY HENRY	1081 HWY 96 ST. PAUL MN 55127	651-407-0797
LOUIS C HENRY, JR.	2213 UNIVERSITY AVENUE ST. PAUL MN 55114	651-644-8333
LOUIS C HENRY, JR.	2322 WEST 7TH STREET ST. PAUL MN 55116	651-690-0464
LOUIS C HENRY, JR.	1535 RICE STREET ST. PAUL MN 55117	651-487-3090
LOUIS C HENRY, JR.	1570 W UNIVERSITY AVE ST. PAUL MN 55104	651-647-1777
MARGARET M FITZPATRICK	120 SAINT JULIEN ST ST. PETER MN 56082	507-931-3011
ANDREW DUVAL	14545 60TH ST N STILLWATER MN 55082-6314	651-439-8125
ANDREW DUVAL	2601 ORLEANS STREET STILLWATER MN 55082	651-351-2776
MICHAEL J DOHERTY	1547 US-59 THIEF RIVER FALLS MN 56701-0403	218-653-1082
COREY KLINEFELTER	1130 7TH AVE TWO HARBORS MN 55616	218-834-5099
COREY KLINEFELTER	1350 S 12TH AVE VIRGINIA MN 55792-3232	218-749-4720
SHAHAB HYDER	910 STRONG DR WACONIA MN 55387	952-442-1901
GLEN L COOK	20 ASH AVE NW WADENA MN 56482	218-631-3330
TIMOTHY J GENCK	210 2ND ST S WAITE PARK MN 56387	320-259-4433
TIMOTHY J GENCK	456 GREAT OAK DR WAITE PARK MN 56387	320-230-6646
MARGARET M FITZPATRICK	1600 N STATE ST WASECA MN 56093-2713	507-835-7167
YASMIN HYDER	1450 E WAYZATA BLVD WAYZATA MN 55391-1919	952-475-0258
PATRICK DUVAL	1273 S ROBERT ST WEST ST. PAUL MN 55118	651-457-6683
COURTNEY HENRY	2070 E COUNTY ROAD EAST WHITE BEAR LAKE MN 55110	651-777-7566
TERRENCE MCBRIDE	4950 HWY 61 WHITE BEAR LAKE MN 55110	651-426-8625
KEVIN L COOK	717 S 1ST ST WILLMAR MN 56201-3503	320-235-5061
RICK CLERC	186 6TH ST WINDOM MN 56101-1916	507-831-5303
RICHARD T LOMMEN, JR.	1620 SERVICE DR WINONA MN 55987-2177	507-452-9488
RICHARD T LOMMEN, JR.	905 E HWY 61 WINONA MN 55987	507-457-0600
RICHARD T LOMMEN, JR.	172 MAIN ST WINONA MN 55987	507-454-2100
THOMAS DUVAL	1759 WEIR DR WOODBURY MN 55125-2242	651-739-2838
THOMAS DUVAL	433 COMMERCE DR WOODBURY MN 55125	651-731-7749
MICHAEL HARTSHORN	1320 RAY DR WORTHINGTON MN 56187	507-372-7484
MIKE DARULA	4811 E VIKING BLVD WYOMING MN 55092	651-462-0556
RICHARD T LOMMEN, JR.	HWY 52 ZUMBROTA MN 55992	507-732-7123
BRADLEY SHORT	33468 STATE HWY 25 ADVANCE MO 63730	573-722-3500
CHRISTOPHER D GIARLA	130 ARNOLD CROSS ROADS ARNOLD MO 63010	636-296-8841
CHRISTOPHER D GIARLA	2005 RICHARDSON RD ARNOLD MO 63010	636-296-6487
MARK D MEHLE	602 E BROADWAY ASHLAND MO 65010	573-657-4050
PHILLIP J CLOSE	1529 ELLIOTT AURORA MO 65605	417-678-6900
ANDI HILBURN VAINI	HWY 5 & HWY 14 AVA MO 65608-9718	417-683-5727
NOLAN RUIZ	15204 MANCHESTER ROAD BALLWIN MO 63011-4601	636-227-4000
MIKE GHADIMIAN	1819 E NORTH AVE BELTON MO 64012-2128	816-331-9642
BRADLEY SHORT	6415 STATE HWY 77 BENTON MO 63736	573-545-3158
MELISA A ESSIG	I 35 & USHY 136 BETHANY MO 64424	660-425-6904
JESSICA E LUCAS	8349 ENTERPRISE RD BLOOMSDALE MO 63627	573-483-9240
JILL M HILL	814 N HWY 7 BLUE SPRINGS MO 64014-2430	816-229-5554
JILL M HILL	1515 N WOODS CHAPEL RD BLUE SPRINGS MO 64015-2783	816-224-0070
JODI C WARD	920 W HWY 40 BLUE SPRINGS MO 64015-4606	816-228-5526
JODI C WARD	3116 S 7 HIGHWAY BLUE SPRINGS MO 64014	816-220-2999

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RYAN D BLUMENSTOCK	903 S SPRINGFIELD AVE BOLIVAR MO 65613-2459	417-326-8844
MARK D MEHLE	490 AMERICANA BOONVILLE MO 65233-9756	660-882-2740
ROBERT H GILSTRAP	BUSS HWY 61 & CHAMP CLARK BOWLING GREEN MO 63334	573-324-6181
ANDREW RUPRECHT	515 W MAIN BRANSON MO 65616-9100	417-334-1490
ANDREW RUPRECHT	2214 W HWY 76 BRANSON MO 65616-1602	417-335-2505
ANDREW RUPRECHT	1361 STATE HWY 248 BRANSON MO 65616-8620	417-337-7744
ANDREW RUPRECHT	1209 BRANSON HILLS PARKWAY BRANSON MO 65616	417-334-6974
ANDREW RUPRECHT	RT 13 & 76 BRANSON WEST MO 65737	417-272-8193
NOLAN RUIZ	1595 S HANLEY BRENTWOOD MO 63144	314-781-1913
ETHAN ESSIG	640 S MAIN ST BROOKFIELD MO 64628-2341	660-258-3373
WILLIAM F MCGEEHAN	608 S ASH BUFFALO MO 65622	417-345-4066
CHARLES F MARSHALL	1007 FORT SCOTT ST BUTLER MO 64730-1206	660-679-3437
CHRISTOPHER D GIARLA	4699 HWY W BYRNES MILL MO 63051	636-671-1414
CHARLES F MARSHALL	1002 W BUCHANAN CALIFORNIA MO 65018	573-796-8472
WILLIAM F MCGEEHAN	192 E HWY 54 CAMDENTON MO 65020-9594	573-346-3715
MELISA A ESSIG	1515 N BOB F GRIFFIN RD CAMERON MO 64429	816-632-7201
ANDI HILBURN VAINI	1925 BROADWAY STREET CAPE GIRARDEAU MO 63701	573-334-6664
ANDI HILBURN VAINI	3419 WILLIAMS CAPE GIRARDEAU MO 63701	573-335-9407
BRADLEY SHORT	1701 N KINGS HIGHWAY CAPE GIRARDEAU MO 63701	573-803-0540
MELISA A ESSIG	1001 N US HWY 65 CARROLLTON MO 64633	660-542-0966
STEPHANI L MARSHALL-RICE	1111 W CENTRAL CARTHAGE MO 64836-1030	417-358-7796
STEPHANI L MARSHALL-RICE	2812 HAZEL AVE CARTHAGE MO 64836	417-359-5353
BILL MATHEWS	93 MAIN ST CASSVILLE MO 65625	417-847-5544
STEPHANI L MARSHALL-RICE	500 E HWY 22 CENTRALIA MO 65240	573-682-2683
ANDI HILBURN VAINI	2071 S MAIN STREET CHARLESTON MO 63834	573-683-6060
NOLAN RUIZ	1701 CLARKSON SQUARE CHESTERFIELD MO 63017-4978	636-536-9780
NOLAN RUIZ	13559 OLIVE ST RD CHESTERFIELD MO 63017-3112	314-878-6620
JAMES ESTEL WILLIAMS, JR.	101 LAMP AND LANTERN VILLAGE CHESTERFIELD MO 63017	636-391-1772
JAMES ESTEL WILLIAMS, JR.	110 LONG RD CHESTERFIELD MO 63005	636-519-8002
MELISA A ESSIG	810 BUSINESS HIGHWAY 36 WEST CHILLICOTHE MO 64601	660-646-6446
DAVID ESSIG	290 E 69 HWY CLAYCOMO MO 64119	816-452-8912
CHARLES F MARSHALL	1607 EAST OHIO STREET CLINTON MO 64735	660-885-4525
MARK D MEHLE	415 STADIUM BLVD COLUMBIA MO 65201	573-445-6211
MARK D MEHLE	500 NIFONG BLVD E COLUMBIA MO 65201-3781	573-442-2433
ANDREW RUPRECHT	3206 CLARK LN COLUMBIA MO 65202-2414	573-474-2031
RYAN C RUPRECHT	205 BUSINESS LOOP COLUMBIA MO 65201	573-443-7785
RYAN C RUPRECHT	1012 SMILEY LN COLUMBIA MO 65202	573-449-6336
BRIAN M GREMAUD	I-70 & HWY 23 CONCORDIA MO 64020	660-463-2921
NOLAN RUIZ	9915 WATSON RD CRESTWOOD MO 63126	314-965-0815
NOLAN RUIZ	11521 OLIVE BLVD CREVE COEUR MO 63141	314-432-2644
AARON R WEINBAUM	301 AARON DR CUBA MO 65453	573-885-4040
NOLAN RUIZ	12120 MANCHE STER ROAD DES PERES MO 63131-4309	314-966-2917
JANETH A KIRKHUFF	411 N STATE STREET DESLOGE MO 63628	573-431-1900
JANETH A KIRKHUFF	12955 STATE RT 21 DESOTO MO 63020	636-337-7845
ANDI HILBURN VAINI	HIGHWAY 114 WEST DEXTER MO 63841	573-624-8200
ANDI HILBURN VAINI	USHY 160 & HWY Y DONIPHAN MO 63935	573-996-2888
NOLAN RUIZ	3296 RIDER TRL S EARTH CITY MO 63045	314-291-9120
CHARLES F MARSHALL	410 E HWY 54 EL DORADO SPRINGS MO 64744	417-876-5379
TERESA L MCGEEHAN	401 S AURORA ELDON MO 65026	573-392-1487
NOLAN RUIZ	15901 MANCHESTER ROAD ELLISVILLE MO 63011	636-686-7198
NOLAN RUIZ	105 EAST THIRD ST EUREKA MO 63025	636-587-2920
MELISA A ESSIG	2221 HAPPY LANE EXCELSIOR SPRINGS MO 64024	816-630-4121
CHRISTINA HURST	207 W KARSCH BLVD FARMINGTON MO 63640-2104	573-756-8919
CHRISTINA HURST	1700 W COLUMBIA ST FARMINGTON MO 63640	573-756-2910
CHRISTOPHER D GIARLA	100 OLD SUGAR CREEK ROAD FENTON MO 63026	636-343-4605
CHRISTOPHER D GIARLA	501 OLD SMIZER MILL RD FENTON MO 63026	636-343-3713
NOLAN RUIZ	1867 BOWLES AVE FENTON MO 63026	636-305-0570
JAMES ESTEL WILLIAMS, JR.	10873 W FLORISSANT AVE FERGUSON MO 63136	314-521-2272
JESSICA E LUCAS	1150 GANNON DR FESTUS MO 63028	636-937-3083
JESSICA E LUCAS	515 S TRUMAN FESTUS MO 63028	636-931-2797
JAMES ESTEL WILLIAMS, JR.	6883 PARKER RD FLORISSANT MO 63033-5312	314-355-1268
JAMES ESTEL WILLIAMS, JR.	1090 SHACKLEFORD FLORISSANT MO 63031-4367	314-831-9280
JAMES ESTEL WILLIAMS, JR.	3165 N HWY 67 FLORISSANT MO 63033	314-837-0905
JAMES ESTEL WILLIAMS, JR.	15 FLORISSANT OAKS SHOPPING CENTER FLORISSANT MO 63031	314-838-7490
JOAN E ELHOFFER	3160 S SERVICE ROAD E FORISTELL MO 63348	636-673-1511
ANDREW RUPRECHT	15548 FORREST LN FORSYTH MO 65653	417-546-3271
CHRISTINA HURST	1007 W MAIN STREET FREDRICKTOWN MO 63645	573-783-2100

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RYAN C RUPRECHT	BUSINESS 54 SOUTH FULTON MO 65251	573-642-1808
JAMES W WAGY	6305 N ANTIOCH RD GLADSTONE MO 64119	816-455-2330
JAMES W WAGY	6300 N OAK TRAFFICWAY GLADSTONE MO 64118	816-436-7141
BRIAN M GREMAUD	712 N MAIN STREET GRAIN VALLEY MO 64029	816-443-2517
MIKE GHADIMIAN	5100 HARRY TRUMAN DR GRANDVIEW MO 64030	816-763-1343
ROBERT H GILSTRAP	4407 MCMASTERS AVE HANNIBAL MO 63401-2239	573-221-5711
ADAM K GHADIMIAN	2101 N COMMERCIAL ST HARRISONVILLE MO 64701-1248	816-380-6607
MIKE GHADIMIAN	2615 BROOKHART DRIVE HARRISONVILLE MO 64701	816-884-3032
DARREN SELLS	1618 HWY 84 EAST HAYTI MO 63851-9700	573-359-2233
FRANCIS RUIZ	8700 PERSHALL RD HAZELWOOD MO 63042	314-522-1070
NOLAN RUIZ	6270 HOWDERSHELL RD HAZELWOOD MO 63042	314-731-5596
JAMES ESTEL WILLIAMS, JR.	7300 N LINDBERGH HAZELWOOD MO 63042-2033	314-921-8448
BRIAN M GREMAUD	1865 HIGHWAY BLVD HIGGINSVILLE MO 64037	660-584-7272
BRIAN M GREMAUD	6676 HIGHWAY 13 HIGGINSVILLE MO 64037	660-584-8899
CHRISTOPHER D GIARLA	2701 RIDGE POINT DRIVE HIGH RIDGE MO 63049	636-376-2370
JANETH A KIRKHUFF	10229 STATE RTE 21 HILLSBORO MO 63050	636-797-5977
ANDREW RUPRECHT	113 GAGE DRIVE HOLLISTER MO 65672	417-332-0297
RYAN C RUPRECHT	123 NORTHSTAR DRIVE HOLTS SUMMIT MO 65043	573-896-8606
ANDI HILBURN VAINI	1432 S SAM HOUSTON BLVD HOUSTON MO 65483-2130	417-967-4000
CARLOS A CARSON	16802 EAST GUDGELL ROAD INDEPENDENCE MO 64055-2018	816-373-9996
CARLOS A CARSON	3921 SOUTH BOLGER ROAD INDEPENDENCE MO 64055	816-373-8154
CARLOS A CARSON	11115 E 23RD ST INDEPENDENCE MO 64052	816-254-6667
GERALD P HANSEN	16235 E HWY 24 INDEPENDENCE MO 64056-1520	816-257-0700
GERALD P HANSEN	18910 E US HWY 40 INDEPENDENCE MO 64055-5464	816-795-8088
JILL M HILL	11801 E 40 HWY INDEPENDENCE MO 64055	816-358-4324
CHARLES F MARSHALL	4226 S NOLAND INDEPENDENCE MO 64055-4792	816-373-9515
STEPHANI L MARSHALL-RICE	1225 S NOLAND RD INDEPENDENCE MO 64055	816-461-1830
JODI C WARD	11700 E HWY 24 INDEPENDENCE MO 64054-1524	816-254-8900
BRADLEY SHORT	2220 HWY 61 E JACKSON MO 63755-2909	573-243-7886
STEPHANI L MARSHALL-RICE	1918 JEFFERSON ST JEFFERSON CITY MO 65109-2062	573-635-3903
RYAN C RUPRECHT	1425 MISSOURI BLVD JEFFERSON CITY MO 65109	573-635-5824
RYAN C RUPRECHT	3124 10 MILE RD JEFFERSON CITY MO 65109-1728	573-893-4921
RYAN C RUPRECHT	815 EASTLAND DR JEFFERSON CITY MO 65101	573-636-9991
JAMES ESTEL WILLIAMS, JR.	8983 JENNINGS STATION ROAD JENNINGS MO 63136	314-867-2886
PHILLIP J CLOSE	4436 HWY 43 JOPLIN MO 64804	417-782-0990
GLEN D NICHOLS, JR.	2701 S MAIN ST JOPLIN MO 64804	417-623-1136
GLEN D NICHOLS, JR.	1123 RANGE LINE RD JOPLIN MO 64801	417-781-2044
GLEN D NICHOLS, JR.	3330 S RANGE LINE JOPLIN MO 64804	417-782-2519
GLEN D NICHOLS, JR.	1531 W 7TH JOPLIN MO 64801-3023	417-623-0362
GLEN D NICHOLS, JR.	3140 SOUTH MCCLELLAND JOPLIN MO 64804	417-623-2591
ANNE ALON	7887 STATE LINE RD KANSAS CITY MO 64114-1636	816-444-8841
ANNE ALON	3255 MAIN ST KANSAS CITY MO 64111-1925	816-753-3840
JOHN M BELL	4002 N OAK TRFY KANSAS CITY MO 64116-2609	816-453-3399
JOHN M BELL	1300 WEST 103RD STREET KANSAS CITY MO 64114-4515	816-942-3410
JOHN M BELL	5353 NW 64TH ST KANSAS CITY MO 64151-2452	816-587-6266
JOHN M BELL	8326 WORNALL RD KANSAS CITY MO 64114	816-523-7111
DAVID ESSIG	9701 N ASH AVENUE KANSAS CITY MO 64068	816-781-4466
ETHAN ESSIG	210 HIGHWAY KANSAS CITY MO 64161	816-413-8256
MELISA A ESSIG	5347 INDEPENDENCE AVENUE KANSAS CITY MO 64124-3007	816-920-5336
MELISA A ESSIG	6996 EASTWOOD TRFY KANSAS CITY MO 64129	816-923-2141
MELISA A ESSIG	6701 FRONT ST KANSAS CITY MO 64120-1322	816-241-2450
MELISA A ESSIG	3051 VAN BRUNT BOULEVARD KANSAS CITY MO 64128-1877	816-861-7282
MELISA A ESSIG	9851 NE BARRY RD KANSAS CITY MO 64157	816-792-1126
MELISA A ESSIG	1421 PROSPECT AVENUE KANSAS CITY MO 64127	816-241-9944
MELISA A ESSIG	7700 E 87TH KANSAS CITY MO 64138	816-353-3900
MIKE GHADIMIAN	6406 TROOST AVENUE KANSAS CITY MO 64110	816-523-0400
MIKE GHADIMIAN	13301 STATE LINE RD KANSAS CITY MO 64145	816-941-7181
MIKE GHADIMIAN	11290 HOLMES ROAD KANSAS CITY MO 64131	816-942-0959
JILL M HILL	3741 BROADWAY KANSAS CITY MO 64111-2505	816-931-4440
JILL M HILL	11001 HICKMAN MILLS DR KANSAS CITY MO 64134	816-765-1426
JAMES W WAGY	6830 NW 83RD TER KANSAS CITY MO 64152	816-741-5800
JAMES W WAGY	9551 N MCGEE STREET KANSAS CITY MO 64155	816-436-2398
JAMES W WAGY	150 NW BARRY RD KANSAS CITY MO 64155	816-436-7477
JODI C WARD	4400 NE CHOUTEAU TRAFFICWAY KANSAS CITY MO 64117	816-453-4583
ADAM K GHADIMIAN	1200 EMANUEL CLEAVER II BLVD. KCMO MO 64110	816-931-4530
MELISA A ESSIG	500 W 92 HWY KEARNEY MO 64060	816-628-3442
DARREN SELLS	1731 1ST ST KENNETT MO 63857-2517	573-888-9100

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARK D MEHLE	I 70 & HWY 54 KINGDOM CITY MO 65262-0150	573-642-3111
ROBERT H GILSTRAP	1401 S BALTIMORE KIRKSVILLE MO 63501-4532	660-665-5663
ROBERT H GILSTRAP	2210 N BALTIMORE KIRKSVILLE MO 63501	660-627-0334
NOLAN RUIZ	350 S KIRKWOOD RD KIRKWOOD MO 63122-6143	314-966-3335
BRIAN M GREMAUD	601 N HWY 23 KNOB NOSTER MO 65336-1546	660-563-3546
TERESA L MCGEEHAN	1726 BAGNELL DAM BLVD LAKE OZARK MO 65049	573-365-6013
NOLAN RUIZ	885 ROBERT RAYMOND DR LAKE ST. LOUIS MO 63367	636-561-2808
CHARLES F MARSHALL	11 E 160 HWY LAMAR MO 64759	417-682-3663
TERESA L MCGEEHAN	HWY 44 AND MORGAN LEBANON MO 65536	417-532-3653
WILLIAM F MCGEEHAN	850 S JEFFERSON AVE LEBANON MO 65536-3638	417-532-6144
CHARLES F MARSHALL	901 CHIPMAN RD LEE'S SUMMIT MO 64063-2317	816-524-7239
CHARLES F MARSHALL	125 SOUTHWEST M150 HIGHWAY LEE'S SUMMIT MO 64081	816-537-4312
CHARLES F MARSHALL	900 NE LANGSFORD RD LEE'S SUMMIT MO 64086	816-246-5156
STEPHANI L MARSHALL-RICE	1809 SE BLUE PKY LEE'S SUMMIT MO 64063	816-524-5463
STEPHANI L MARSHALL-RICE	3275 SW 3RD STREET LEE'S SUMMIT MO 64081	816-761-4000
MELISA A ESSIG	1222 MAIN ST LEXINGTON MO 64067	660-259-3414
MELISA A ESSIG	918 S 291 HWY LIBERTY MO 64068	816-792-1122
RYAN C RUPRECHT	320 W MAIN LINN MO 65051	573-897-0390
ROBERT H GILSTRAP	1504 N MISSOURI MACON MO 63552-1931	660-385-2263
ANDI HILBURN VAINI	1106 1/2 N DOUGLASS ST MALDEN MO 63863	573-276-6010
NOLAN RUIZ	14026 MANCHESTER ROAD MANCHESTER MO 63011	636-256-0027
ANDI HILBURN VAINI	315 PRESNELL MARBLE HILL MO 63764	573-238-4747
MICHAEL E GREMAUD	931 W COLLEGE ST MARSHALL MO 65340	660-886-9030
WILLIAM F MCGEEHAN	1323 SPUR DR MARSHFIELD MO 65706-2311	417-859-4500
NOLAN RUIZ	12680 DORSETT RD MARYLAND HEIGHTS MO 63043-2130	314-317-8880
JAMES W WAGY	1106 S MAIN ST MARYVILLE MO 64468-2602	660-582-8222
MARK D MEHLE	2783 S CLARK MEXICO MO 65265	573-581-3070
ANDI HILBURN VAINI	2605 E MALONE MINER MO 63801	573-481-1100
CHARLES F MARSHALL	1501 N MORLEY MOBERLY MO 65270-3634	660-263-8820
PHILLIP J CLOSE	833 E HWY 60 MONETT MO 65708	417-235-3234
ETHAN ESSIG	809 STATE STREET MOUND CITY MO 64470	660-442-0184
ANDI HILBURN VAINI	1820 N MAIN MOUNTAIN GROVE MO 65711	417-926-4747
ANDI HILBURN VAINI	US 60 & Y MOUNTAIN VIEW MO 65548	417-934-1501
RYAN D BLUMENSTOCK	1089 E MOUNT VERNON BLVD MT VERNON MO 65712	417-466-7111
PHILLIP J CLOSE	708 NEOSHO BLVD NEOSHO MO 64850-2050	417-451-5991
ALEXANDRA CLOSE-MAFFEI	11971 US-71 ALT NEOSHO MO 64850	417-451-2820
GLEN D NICHOLS, JR.	201 W AUSTIN BLVD NEVADA MO 64772-3343	417-283-2080
JOAN E ELHOFFER	425 BOONESLICK RD NEW FLORENCE MO 63363	573-835-2625
TERESA L MCGEEHAN	HWY 14 & HWY 160 NIXA MO 65714-0812	417-725-4939
JOHN M BELL	2200 VERNON STREET NORTH KANSAS CITY MO 64116-3252	816-471-6400
NOLAN RUIZ	4001 CRUSHER DRIVE O FALLON MO 63368	636-329-1551
BRIAN M GREMAUD	201 S BROADWAY OAK GROVE MO 64075-9630	816-690-7727
BRIAN M GREMAUD	201 W 40 HWY ODESSA MO 64076	816-230-8360
CHRISTOPHER D GIARLA	101 MCDONALD LANE O'FALLON MO 63366-3013	636-240-8600
CHRISTOPHER D GIARLA	1001 N MAIN ST O'FALLON MO 63366	636-978-3649
NOLAN RUIZ	2915 HWY K O'FALLON MO 63366	636-978-3155
NOLAN RUIZ	2144 W TERRA LN O'FALLON MO 63366	636-332-2276
NOLAN RUIZ	9406 OLIVE STREET RD OLIVETTE MO 63132	314-991-0037
TERESA L MCGEEHAN	4072 HIGHWAY 54 OSAGE BEACH MO 65065	573-348-3966
WILLIAM F MCGEEHAN	1100 KK HWY OSAGE BEACH MO 65065	573-348-0566
NOLAN RUIZ	8960 PAGE AVENUE OVERLAND MO 63114-6108	314-426-3810
JOAN E ELHOFFER	504 E LINCOLN OWENSVILLE MO 65066	573-437-5437
TERESA L MCGEEHAN	401 N 21ST ST OZARK MO 65721	417-581-2222
TERESA L MCGEEHAN	5560 N. 21ST ST OZARK MO 65721	417-485-4050
NOLAN RUIZ	1620 WEST UNION PACIFIC MO 63069-1270	636-257-1326
NOLAN RUIZ	5699 FOX CREEK RD PACIFIC MO 63069	636-938-5191
CHRISTINA HURST	1302 S PERRYVILLE BLVD PERRYVILLE MO 63775	573-547-1650
JESSICA E LUCAS	1701 HIGHWAY Z PEVELY MO 63070-1314	636-475-3477
ANDI HILBURN VAINI	1020 S MAIN ST PIEDMONT MO 63957-0245	573-223-7484
CHRISTINA HURST	201 HWY 21 N PILOT KNOB MO 63650	573-546-7608
PHILLIP J CLOSE	101 COLLAGE RD PINEVILLE MO 64856	417-226-0860
JAMES W WAGY	2001 PRAIRIE VIEW RD PLATTE CITY MO 64079	816-858-2100
STEPHANI L MARSHALL-RICE	400 N HWY 7 PLEASANT HILL MO 64080	816-540-7075
ANDI HILBURN VAINI	2783 N WESTWOOD BLVD POPLAR BLUFF MO 63901-2346	573-686-4939
ANDI HILBURN VAINI	USHY 67 & CHERRY W M #19 POPLAR BLUFF MO 63901	573-686-0949
ANDI HILBURN VAINI	550 E HWY 53 AND 142 POPLAR BLUFF MO 63901	573-776-7755
DARREN SELLS	200 HWY 162 E PORTAGEVILLE MO 63873	573-379-3771



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JANETH A KIRKHUFF	800 E HIGH ST POTOSI MO 63664	573-438-8808
MIKE GHADIMIAN	1120 W FOXWOOD DR RAYMORE MO 64083	816-331-0836
MELISA A ESSIG	8909 E 350 HWY RAYTOWN MO 64133	816-358-5443
JILL M HILL	5260 BLUE RIDGE BLVD RAYTOWN MO 64133-3061	816-353-2950
RYAN D BLUMENSTOCK	895 US HWY 60 E REPUBLIC MO 65738	417-732-1408
BRIAN M GREMAUD	498 SOUTH ST RICHMOND MO 64085	816-776-3711
ERIN BARR	1304 HWY 136 W ROCKPORT MO 64482	660-744-6677
WILLIAM F MCGEEHAN	409 SOUTH MILL STREET ROGERSVILLE MO 65742	417-753-1900
AARON R WEINBAUM	HIGHWAY 44 AND EXIT 189 ROLLA MO 65401	573-426-6797
DAVID WEINBAUM	1106 KINGSHIGHWAY ROLLA MO 65401-2923	573-341-2180
NOLAN RUIZ	8860 ST CHARLES ROCK ROAD SAINT LOUIS MO 63114-4565	314-423-1050
JESSICA E LUCAS	706 STE GENEVIEVE DRIVE SAINTE GENEVIEVE MO 63670	573-883-2271
AARON R WEINBAUM	901 S MAIN SALEM MO 65560-1638	573-729-6178
CHARLES F MARSHALL	1611 S LIMIT AVE SEDALIA MO 65301-6943	660-827-2733
STEPHANI L MARSHALL-RICE	3101 W BROADWAY SEDALIA MO 65301-2116	660-827-6411
ANDI HILBURN VAINI	1105 WEST STEEL ST SEYMOUR MO 65746	417-935-9848
MARK J PROCTOR	7259 WATSON RD SHREWSBURY MO 63119	314-832-1869
ANDI HILBURN VAINI	1301 S MAIN SIKESTON MO 63801	573-471-3111
JAMES W WAGY	1515 S 169 HWY SMITHVILLE MO 64089	816-532-0014
RYAN D BLUMENSTOCK	3510 W CHESTNUT EXPY SPRINGFIELD MO 65802-5505	417-865-9117
TERESA L MCGEEHAN	4101 S CAMPBELL SPRINGFIELD MO 65807-5309	417-887-4101
TERESA L MCGEEHAN	3250 E CHESTNUT EXPY SPRINGFIELD MO 65804	417-832-8921
TERESA L MCGEEHAN	4022 A WEST REPUBLIC ROAD SPRINGFIELD MO 65619	417-887-6667
WILLIAM F MCGEEHAN	2512 E SUNSHINE SPRINGFIELD MO 65804-1825	417-883-4841
WILLIAM F MCGEEHAN	2220 N GLENSTONE ROAD SPRINGFIELD MO 65803-4648	417-869-9970
REX MCMILLAN	1114 WEST KEARNEY SPRINGFIELD MO 65803-1238	417-865-3166
REX MCMILLAN	1717 W BATTLEFIELD SPRINGFIELD MO 65807	417-886-1717
REX MCMILLAN	2811 N KANSAS EXPWY SPRINGFIELD MO 65803	417-863-6850
ANDREW RUPRECHT	501 W SUNSHINE SPRINGFIELD MO 65807-2435	417-866-1372
ANDREW RUPRECHT	1221 E KINGSLEY SPRINGFIELD MO 65807	417-882-9454
PHILLIP M STOCKER	1607 E BATTLEFIELD RD SPRINGFIELD MO 65804-3705	417-887-4466
PHILLIP M STOCKER	528 S GLENSTONE SPRINGFIELD MO 65802	417-831-5456
PHILLIP M STOCKER	3320 E BATTLEFIELD RD SPRINGFIELD MO 65804-4049	417-886-9111
PHILLIP M STOCKER	2115 E INDEPENDENCE SPRINGFIELD MO 65804	417-890-0811
PHILLIP M STOCKER	234 S NATIONAL AVENUE SPRINGFIELD MO 65802	417-831-0194
MOHAMMED I MUSAJI	10805 SAINT CHARLES ROCK RD ST. ANN MO 63074	314-922-1909
DAVID J GIARLA	24 HARVESTER SQUARE ST. CHARLES MO 63303	636-441-6820
NOLAN RUIZ	1160 S 5TH ST ST. CHARLES MO 63301	636-946-6157
NOLAN RUIZ	1890 ZUMBEHL RD ST. CHARLES MO 63303	636-947-0951
NOLAN RUIZ	3701 ELM ST ST. CHARLES MO 63301	636-443-0554
MICHAEL T KLAK	1450 N MAIN ST. CLAIR MO 63077	636-629-3512
AARON R WEINBAUM	108 N OUTER RD ST. JAMES MO 65559	573-265-3917
ETHAN ESSIG	4219 S 169 HWY ST. JOSEPH MO 64503	816-364-0706
MELISA A ESSIG	601 N BELT HWY ST. JOSEPH MO 64506	816-233-1454
MELISA A ESSIG	3504 N BELT HWY ST. JOSEPH MO 64506	816-232-1356
MELISA A ESSIG	3417 S BELT HWY ST. JOSEPH MO 64506	816-279-4441
MELISA A ESSIG	6018 LAKE AVE ST. JOSEPH MO 64506	816-238-2818
MELISA A ESSIG	1310 S RIVERSIDE ST. JOSEPH MO 64507	816-232-1407
JANETH A KIRKHUFF	5537 TELEGRAPH RD ST. LOUIS MO 63129	314-892-1310
JANETH A KIRKHUFF	13050 TESSON FERRY RD ST. LOUIS MO 63128	314-843-7112
MARK J PROCTOR	7241 GRAVOIS AVENUE ST. LOUIS MO 63116	314-351-0807
MARK J PROCTOR	4620 SOUTH KINGSHIGHWAY ST. LOUIS MO 63109	314-481-6715
MARK J PROCTOR	1420 HAMPTON AVENUE ST. LOUIS MO 63139	314-781-8032
MARK J PROCTOR	4011 BAYLESS AVE ST. LOUIS MO 63125	314-544-5151
MARK J PROCTOR	4200 HAMPTON AVE ST. LOUIS MO 63139	314-352-1869
MARK J PROCTOR	3282 TELEGRAPH RD ST. LOUIS MO 63125	314-487-1075
MARK J PROCTOR	1919 S JEFFERSON ST. LOUIS MO 63104	314-771-2575
FRANCIS RUIZ	10431 PAGE AVE ST. LOUIS MO 63132	314-428-4425
FRANCIS RUIZ	25 WESTPORT PLAZA DRIVE ST. LOUIS MO 63146	314-275-9999
NOLAN RUIZ	4006 LINDELL BLVD ST. LOUIS MO 63108	314-534-3276
NOLAN RUIZ	5904 S LINDBERGH BLVD ST. LOUIS MO 63123	314-487-3548
NOLAN RUIZ	4407 LEMAY FERRY RD ST. LOUIS MO 63129	314-892-0550
JAMES ESTEL WILLIAMS, JR.	4979 NATURAL BRIDGE RD ST. LOUIS MO 63115	314-381-1328
JAMES ESTEL WILLIAMS, JR.	1119 N TUCKER ST. LOUIS MO 63101	314-241-4402
JAMES ESTEL WILLIAMS, JR.	11111 BELLEFONTAINE RD ST. LOUIS MO 63138	314-741-7552
JAMES ESTEL WILLIAMS, JR.	6100 N BROADWAY ST ST. LOUIS MO 63147	314-389-2803
JAMES ESTEL WILLIAMS, JR.	7171 NATURAL BRIDGE RD ST. LOUIS MO 63121	314-381-3295

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHRISTOPHER D GIARLA	299 MID RIVERS MALL DR ST. PETERS MO 63376	636-970-2675
CHRISTOPHER D GIARLA	7890 MEXICO RD ST. PETERS MO 63376	636-397-5510
CHRISTOPHER D GIARLA	199 SPENCER RD ST. PETERS MO 63376	636-477-8220
CHRISTOPHER D GIARLA	6251 MID RIVERS MALL DR ST. PETERS MO 63304	636-928-6565
NOLAN RUIZ	3883 VETERANS MEMORIAL PKY ST. PETERS MO 63376	636-928-1085
AARON R WEINBAUM	381 HWY Z ST. ROBERT MO 65584	573-336-3011
TERESA L MCGEEHAN	333 E EVERGREEN RD STRAFFORD MO 65757	417-736-2232
MICHEL A AVERY	6 ES SERVICE ROAD SULLIVAN MO 63080	573-468-8113
ANDI HILBURN VAINI	200 E WALNUT THAYER MO 65791	417-264-2712
MELISA A ESSIG	1861 E 9TH ST TRENTON MO 64683	660-359-6738
JOAN E ELHOFFER	199 E HWY 47 TROY MO 63379	636-462-5710
DEBORAH A KLAK	1010 E MAIN ST UNION MO 63084-1492	636-583-6060
NOLAN RUIZ	8127 OLIVE STREET ROAD UNIVERSITY CITY MO 63130-2024	314-994-1435
NOLAN RUIZ	13600 BIG BEND ROAD VALLEY PARK MO 63088-1447	636-861-7080
ANDI HILBURN VAINI	101 CURRENT RIVER EXPWY VAN BUREN MO 63965	573-323-8830
STEPHANI L MARSHALL-RICE	1000 W NEWTON ST. VERSAILLES MO 65084	573-378-4961
STEPHANI L MARSHALL-RICE	311 E YOUNG WARRENSBURG MO 64093-1209	660-747-2023
JOAN E ELHOFFER	1003 N HWY 47 WARRENTON MO 63383-1369	636-456-3099
STEPHANI L MARSHALL-RICE	1890 COMMERCIAL DRIVE WARSAW MO 65355	660-438-7612
MICHAEL T KLAK	1110 WASHINGTON SQUARE WASHINGTON MO 63090-5336	636-239-7232
AARON R WEINBAUM	310 ICHORD AVE WAYNESVILLE MO 65583	573-774-6671
GLEN D NICHOLS, JR.	410 S MADISON WEBB CITY MO 64870-2018	417-673-1451
MARK J PROCTOR	4 S OLD ORCHARD RD WEBSTER GROVES MO 63119-3203	314-962-7329
JOAN E ELHOFFER	766 W PEARCE WENTZVILLE MO 63385	636-332-8800
ANDI HILBURN VAINI	1315 PREACHER ROE BOULEVARD WEST PLAINS MO 65775-2939	417-256-8175
ANDI HILBURN VAINI	1320 PORTER WAGNER BLVD WEST PLAINS MO 65775	417-257-2218
RYAN D BLUMENSTOCK	650 HUNT ROAD WILLARD MO 65803	417-742-0200
ANDI HILBURN VAINI	US 60 BUSINESS US HWY. 60 63 WILLOW SPRINGS MO 65793	417-469-4161
JOAN E ELHOFFER	647 W N SERVICE RD WRIGHT CITY MO 63390	636-745-8207
JOSE C AYUYU	CHALAN PALE ARNOLD ROAD SAIPAN MP 96950	670-235-8577
JOSE C AYUYU	BEACH ROAD SAIPAN MP 96950	670-233-8577
ROBERT C TOMEY	201 HWY 45 N ABERDEEN MS 39730-2307	662-369-9886
ROBERT C TOMEY	804 US 278 EE AMORY MS 38821	662-257-9600
ROBERT C TOMEY	990 RIPLEY RD BALDWYN MS 38824-9752	662-365-7500
ROBERT MIGNOSI	302 HWY 6 E BATESVILLE MS 38606-2629	662-563-8693
ROBERT MIGNOSI	725 HWY 35 N BATESVILLE MS 38606	662-563-5329
MICHAEL L RETZER, SR.	15846 US HWY 49 BELZONI MS 39038	662-247-0093
GREGG DESCHER	110 EISENHOWER DRIVE BILOXI MS 39531	228-388-0112
RAYMOND E MASKER III	692 E BEACH BLVD BILOXI MS 39530	228-435-5106
RAYMOND E MASKER III	970 CEDAR LAKE RD BILOXI MS 39532	228-396-0927
ELIZABETH SMITH	803 N 2ND ST BOONEVILLE MS 38829	662-728-3550
MARC A O'FERRALL	132 STRIBLING LANE BRANDON MS 39042	601-939-3314
NICHOLAS J VALLUZZO	1860 SPILLWAY RD BRANDON MS 39042	601-992-5655
JOHN C VALLUZZO	952 BROOKWAY BLVD BROOKHAVEN MS 39601-2644	601-833-1325
MICHAEL L RETZER, SR.	1427 W PEACE ST CANTON MS 39046	601-859-0610
MICHAEL L RETZER, SR.	510 HWY 16 W CARTHAGE MS 39051	601-267-9215
MICHAEL L RETZER, SR.	606 E MAIN ST CHARLESTON MS 38901	662-647-8797
MICHAEL L RETZER, SR.	460 S STATE ST CLARKSDALE MS 38614	662-627-1100
MICHAEL L RETZER, SR.	120 SOUTH DAVIS CLEVELAND MS 38732	662-846-6722
MICHAEL L RETZER, SR.	710 N DAVIS AVE CLEVELAND MS 38732	662-846-1555
MARC A O'FERRALL	474 SPRINGRIDGE RD CLINTON MS 39056-4852	601-924-1644
RONALD H WILLIAMS, JR.	3519 HIGHWAY 49 COLLINS MS 39428	601-765-2210
RONALD H WILLIAMS, JR.	1055 HWY 98 EAST COLUMBIA MS 39429	601-731-2321
MARC A O'FERRALL	1840 HWY 45 N COLUMBUS MS 39701	662-328-9444
MARC A O'FERRALL	937 ALABAMA ST COLUMBUS MS 39702	662-328-1515
JONATHON TYLER GAMBLE	1108 S CASS STREET CORINTH MS 38834	662-287-2398
MYLES CROSS	16170 HWY 27 CRYSTAL SPRINGS MS 39059	601-919-6371
RAYMOND E MASKER III	10536 D'IBERVILLE BLVD D'IBERVILLE MS 39540	228-392-5036
RONALD H WILLIAMS, JR.	701 HILL ST ELLISVILLE MS 39437	601-477-8940
ELIZABETH SMITH	788 VETERANS MEMORIAL BLVD EUPORA MS 39744	662-258-5905
MICHAEL J VALLUZZO	151 PROMENADE BLVD FLOWOOD MS 39232	601-919-0363
MICHAEL L RETZER, SR.	327 WOODLAND DR FOREST MS 39074	601-469-2041
PHILLIP C BIRD	1607 S ADAMS STREET FULTON MS 38843	662-862-7696
WILLIAM H DESCHER	2701 HWY 90 W GAUTIER MS 39553-5154	228-497-6227
MICHAEL L RETZER, SR.	1651 MARTIN LUTHER KING JR BLVD SOUTH GREENVILLE MS 38701	662-378-3290
MICHAEL L RETZER, SR.	1415 HWY 82 E GREENVILLE MS 38701	662-332-8311
MICHAEL L RETZER, SR.	1800 HWY 82 W GREENWOOD MS 38930	662-455-2307

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL L RETZER, SR.	2220 HWY 82 E GREENWOOD MS 38930	662-455-0004
MICHAEL L RETZER, SR.	1319 SUNSET DR GRENADA MS 38901	662-226-4143
JEFFREY H DESCHER	9500 HWY 49 GULFPORT MS 39503-4228	228-868-2073
JEFFREY H DESCHER	550 COURTHOUSE RD GULFPORT MS 39507-2505	228-896-8537
JEFFREY H DESCHER	11401 HWY 49 N GULFPORT MS 39503	228-832-5713
JEFFREY H DESCHER	1010 COWAN RD GULFPORT MS 39507	228-896-5111
JEFFREY H DESCHER	11167 LORRAINE RD GULFPORT MS 39503	228-831-0553
JEFFREY H DESCHER	1701 25TH AVENUE GULFPORT MS 39501	228-575-9141
JEFFREY H DESCHER	9240 COUNTY FARM ROAD GULFPORT MS 39503	228-832-1985
CHAD WILLIAMS	3111 HARDY ST HATTIESBURG MS 39401-7058	601-264-3605
CHAD WILLIAMS	811 BROADWAY DR HATTIESBURG MS 39401-7532	601-544-6768
CHAD WILLIAMS	6579 US HIGHWAY 49 N HATTIESBURG MS 39401-8948	601-268-2275
RONALD H WILLIAMS, JR.	4900 W HARDY ST HATTIESBURG MS 39402	601-261-3215
RONALD H WILLIAMS, JR.	6442 US HWY 98 HATTIESBURG MS 39402	601-288-7767
JOHN C VALLUZZO	28069 HIGHWAY 28 HAZLEHURST MS 39083-2104	601-894-1050
MICHAEL L RETZER, SR.	440 E COMMERCE HERNANDO MS 38632	662-429-4433
ROBERT MIGNOSI	120 CLARICE DRIVE HOLLY SPRINGS MS 38635	662-252-7788
ROBERT MIGNOSI	1512 GOODMAN RD HORN LAKE MS 38637	662-342-1196
ROBERT MIGNOSI	4170 FOUNTAIN LANE HORN LAKE MS 38637	662-985-8107
ROBERT C TOMEY	338 N JACKSON ST HOUSTON MS 38851	662-456-9661
MICHAEL L RETZER, SR.	907 HIGHWAY 82 E INDIANOLA MS 38751	662-887-3510
ROBERT C TOMEY	1712 BATTLEGROUND DRIVE IUKA MS 38852	662-424-9588
MYLES CROSS	5799 TERRY RD JACKSON MS 39272	601-371-8749
MARC A O'FERRALL	2465 HWY 80 W JACKSON MS 39204	601-948-4060
MARC A O'FERRALL	595 E BEASLEY RD JACKSON MS 39206-3044	601-956-9422
MARC A O'FERRALL	5669 HWY 18 JACKSON MS 39209	601-922-0510
MARC A O'FERRALL	2520 GALLATIN ST JACKSON MS 39204	601-352-0195
JEREMY C ROACH	4675 CLINTON BLVD JACKSON MS 39209	601-922-8500
MELANIE E ROACH	1010 N STATE ST JACKSON MS 39202	601-973-9002
MICHAEL J VALLUZZO	3903 HANGING MOSS ROAD JACKSON MS 39206-4710	601-321-0680
MICHAEL J VALLUZZO	1741 LAKELAND DRIVE JACKSON MS 39216	601-362-6304
NICHOLAS J VALLUZZO	223 WOODROW WILSON BLVD JACKSON MS 39213	601-362-8919
MICHAEL L RETZER, SR.	130 HWY 12 W KOSCIUSKO MS 39090-1246	662-289-1673
CHAD WILLIAMS	304 BEACON ST LAUREL MS 39440-4446	601-425-4811
CHAD WILLIAMS	1602 HWY 15 N LAUREL MS 39440	601-649-0788
MICHAEL L RETZER, SR.	1002 HIGHWAY 82 EAST LELAND MS 38756	662-686-4748
JEFFREY H DESCHER	228 E BEACH BLVD LONG BEACH MS 39560-6114	228-214-4092
MARC A O'FERRALL	962 W MAIN ST LOUISVILLE MS 39339	662-773-9637
GREGG DESCHER	12135 HWY 63 S LUCEDALE MS 39452-2908	601-947-2284
MARC A O'FERRALL	14951 HIGHWAY 45 MACON MS 39341	662-726-2223
MARC A O'FERRALL	1040 US HWY 51 MADISON MS 39110-9084	601-856-4922
RONALD H WILLIAMS, JR.	1550 SIMPSON HWY 49 MAGEE MS 39111	601-849-2038
MICHAEL L RETZER, SR.	217 MARTIN LUTHER KING JR DR MARKS MS 38646	662-326-5178
JOHN C VALLUZZO	320 DELAWARE AVE MCCOMB MS 39648	601-684-8033
JOHN C VALLUZZO	101 EDGEWOOD DR MCCOMB MS 39648	601-684-3120
JOHN C VALLUZZO	1119 AIRPORT FERNWOOD ROAD MCCOMB MS 39648	601-250-4503
STEVE A MURRAY	1736 N FRONTAGE RD MERIDIAN MS 39301-6154	601-693-6053
STEVE A MURRAY	720 HWY 19 N MERIDIAN MS 39305	601-483-2261
VALERIE N REEVES	2104 N HILLS ST MERIDIAN MS 39305	601-482-3007
VALERIE N REEVES	516 HWY 19 S MERIDIAN MS 39301-4617	601-485-2830
MYLES CROSS	140 W BROAD STREET MONTICELLO MS 39654	601-587-8438
MICHAEL L RETZER, SR.	2086 HIGHWAY 13 S MORTON MS 39117	601-732-1416
WILLIAM H DESCHER	6724 HIGHWAY 63 MOSS POINT MS 39563-9568	228-475-0515
MELANIE E ROACH	515 HWY 61 N NATCHEZ MS 39120	601-442-1118
MELANIE E ROACH	55 SGT PRENTISS DRIVE NATCHEZ MS 39120	601-442-4787
MICHAEL J VALLUZZO	199 HWY 30 W NEW ALBANY MS 38652	662-534-2200
STEVE A MURRAY	224 EASTSIDE DR NEWTON MS 39345	601-683-3400
GREGG DESCHER	3919 BIENVILLE BLVD OCEAN SPRINGS MS 39564	228-875-0248
GREGG DESCHER	1323 BIENVILLE BLVD OCEAN SPRINGS MS 39564	228-875-2331
RAYMOND E MASKER III	7501 WASHINGTON AVE OCEAN SPRINGS MS 39564	228-875-7824
ROBERT MIGNOSI	7455 GOODMAN RD OLIVE BRANCH MS 38654	662-893-2900
ROBERT MIGNOSI	7150 HACKS CROSS RD OLIVE BRANCH MS 38654	662-890-7885
ELIZABETH SMITH	1900 UNIVERSITY AVE OXFORD MS 38655-4114	662-234-3800
ELIZABETH SMITH	1803 JACKSON AVE W OXFORD MS 38655	662-236-6600
GREGG DESCHER	3227 DENNY AVE PASCAGOULA MS 39581	228-769-5195
GREGG DESCHER	3026 MARKET ST PASCAGOULA MS 39567	228-762-6823
MARC A O'FERRALL	402 RIVERWIND DR PEARL MS 39208	601-939-0161

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RONALD H WILLIAMS, JR.	6 PARKWAY LANE PETAL MS 39465	601-544-9500
VICKI L MURRAY	1691 HWY 16 W PHILADELPHIA MS 39350	601-656-0082
JOHN C VALLUZZO	2301 HWY 11 N PICAYUNE MS 39466	601-799-2262
JOHN C VALLUZZO	1503 HIGHWAY 43 S PICAYUNE MS 39466	601-798-8223
NICHOLAS J VALLUZZO	145 HWY 15 BYP N PONTOTOC MS 38863-1914	662-489-6100
JOHN C VALLUZZO	4680 HWY 53 POPLARVILLE MS 39470	601-795-8131
MELANIE E ROACH	1144 HWY 61 N PORT GIBSON MS 39150	601-437-3006
CHAD WILLIAMS	5772 US HWY 11 PURVIS MS 39475	601-744-0140
VALERIE N REEVES	405 SOUTH ARCHUSA AVE QUITMAN MS 39355	601-776-6288
MARC A O'FERRALL	1196 HWY 49 S RICHLAND MS 39218-9446	601-932-5441
MICHAEL J VALLUZZO	1604 E COUNTY LINE ROAD RIDGELAND MS 39157	601-398-1658
NICHOLAS J VALLUZZO	349 HWY 51 RIDGELAND MS 39157	601-853-0624
ROBERT C TOMHEY	202 HWY 15 N RIPLEY MS 38663	662-837-0233
NICHOLAS J VALLUZZO	2555 HWY 145 SALTILLO MS 38866	662-869-7748
CHAD WILLIAMS	182 CLAIBORNE ROAD SANDERSVILLE MS 39477	601-649-8757
MICHAEL L RETZER, SR.	605 E LEE STREET SARDIS MS 38666	662-487-0101
MICHAEL L RETZER, SR.	203 NORFLEET DR SENATOBIA MS 38668-2223	662-562-4500
ROBERT MIGNOSI	65 GOODMAN RD W SOUTHAVEN MS 38671	662-349-3449
ROBERT MIGNOSI	6828 GETWELL RD SOUTHAVEN MS 38672	662-349-0040
MICHAEL L RETZER JR.	4952 PEPPERCHASE DR SOUTHAVEN MS 38671	662-796-2000
MARC A O'FERRALL	817 HWY 12 W STARKVILLE MS 39759	662-320-3908
MARC A O'FERRALL	505 HIGHWAY 12 E STARKVILLE MS 39759	662-323-1706
MICHAEL L RETZER, SR.	1375 HIGHWAY 61 N TUNICA MS 38676	662-357-0582
ELIZABETH SMITH	4601 MCCULLOUGH BLVD TUPELO MS 38801	662-842-2911
MICHAEL J VALLUZZO	2465 W MAIN STREET TUPELO MS 38803	662-841-6800
MICHAEL J VALLUZZO	519 S GLOSTER ST TUPELO MS 38801	662-844-5505
NICHOLAS J VALLUZZO	3835 N GLOSTER TUPELO MS 38801-0914	662-680-3600
NICHOLAS J VALLUZZO	3670 S EASON BLVD TUPELO MS 38804	662-842-9600
RONALD H WILLIAMS, JR.	4872 PLAZA DR TYLERTOWN MS 39667	601-876-6009
MELANIE E ROACH	2237 N FRONTAGE RD VICKSBURG MS 39180-5129	601-638-6561
MELANIE E ROACH	2400 CLAY ST VICKSBURG MS 39180	601-638-5409
MELANIE E ROACH	2316 IOWA BOULEVARD VICKSBURG MS 39180	601-638-5419
CRYSTAL R MARKS	302 HIGHWAY 90 WAVELAND MS 39576-2672	228-467-1294
CRYSTAL R MARKS	460 HWY 90 WAVELAND MS 39576	228-463-8919
CHAD WILLIAMS	809 AZALEA DR WAYNESBORO MS 39367-2720	601-735-0042
MARC A O'FERRALL	143 HIGHWAY 45 SOUTH WEST POINT MS 39773-2705	662-494-2904
GREGG DESCHER	1220 W CENTRAL AVE WIGGINS MS 39577	601-928-5362
MICHAEL L RETZER, SR.	318 HIGHWAY 82 WINONA MS 38967	662-283-4111
MICHAEL L RETZER, SR.	718 E 15TH STREET YAZOO CITY MS 39194	662-746-6386
JEFFREY J GORMAN	150 VAN BUREN ST ANACONDA MT 59711	406-563-2218
MICHAEL R KASSITY	207 JEFFERSON ST BELGRADE MT 59714	406-388-1863
CHRISTOPHER D NEWBURY	1046 GRAND AVE BILLINGS MT 59102-3304	406-245-6939
CHRISTOPHER D NEWBURY	3003 GRAND AVE BILLINGS MT 59102	406-652-5276
CHRISTOPHER D NEWBURY	910 SHILOH CROSSING BLVD BILLINGS MT 59102	406-652-5652
JAMES P NEWBURY	2333 CENTRAL AVE BILLINGS MT 59102-4646	406-652-3511
JAMES P NEWBURY	525 WICKS LANE BILLINGS MT 59105	406-248-3763
JOHN NEWBURY	4902 SOUTHGATE DR BILLINGS MT 59102	406-259-0921
JOHN NEWBURY	401 MAIN ST BILLINGS MT 59105	406-259-5119
JOHN NEWBURY	2711 FRONTAGE ROAD BILLINGS MT 59101	406-256-6315
MICHAEL R KASSITY	1503 W MAIN BOZEMAN MT 59715-4009	406-587-2506
MICHAEL R KASSITY	822 WHEAT DR BOZEMAN MT 59715-2560	406-586-6756
JEFFREY J GORMAN	3001 HARRISON AVENUE BUTTE MT 59701-3640	406-494-4168
JEFFREY J GORMAN	1000 GRIZZLEY TRAIL BUTTE MT 59701	406-782-2565
JOHN NEWBURY	601 E 8TH AVE N COLUMBUS MT 59019	406-322-5772
TRASHAE L MIRADOR	601 W MAIN ST CUT BANK MT 59427-2829	406-873-2341
JEFFREY J GORMAN	133 N INTERCHANGE DEER LODGE MT 59722	406-846-3775
MELISSA CRAWSHAW	576 N MONTANA STREET DILLON MT 59725	406-683-0047
EMMANUEL LEON	505 1ST AVE N GLASGOW MT 59230	406-228-2881
WILLIAM J HIMMELBERG, III	1721 10TH AVENUE S GREAT FALLS MT 59405	406-761-7755
WILLIAM J HIMMELBERG, III	1710 3RD STREET NW GREAT FALLS MT 59404	406-761-7758
WILLIAM J HIMMELBERG, III	2000 14TH STREET SW GREAT FALLS MT 59404	406-727-5988
JENNIFER KASSITY	707 N FIRST STREET HAMILTON MT 59840-2133	406-363-6644
CHRISTOPHER D NEWBURY	1225 N CRAWFORD HARDIN MT 59034	406-665-2263
WILLIAM J HIMMELBERG, III	331 W 1ST HAVRE MT 59501-3409	406-265-1831
TRENT CICHOS	1901 PROSPECT AVE HELENA MT 59601-3180	406-442-5252
TRENT CICHOS	3060 N MONTANA AVE HELENA MT 59601-0551	406-442-2600
CHRISTINA L JAHNKE	1110 HWY 2 W KALISPELL MT 59901-3410	406-755-7161

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHRISTINA L JAHNKE	2310 US HIGHWAY 93 NORTH KALISPELL MT 59901	406-755-0006
DONALD L JAHNKE	2065 HWY 2 E KALISPELL MT 59901	406-257-2065
JOHN NEWBURY	301 SE 4TH STREET LAUREL MT 59044	406-628-6695
STEVEN M PETERSON	907 W MAIN LEWISTOWN MT 59457-2401	406-535-8178
CHRISTINA L JAHNKE	905 LOUISIANA AVE LIBBY MT 59923-2109	406-293-4085
MICHAEL R KASSITY	103 CENTENNIAL DR LIVINGSTON MT 59047	406-222-6182
JENNIFER KASSITY	11882 HWY 93 SOUTH LOLO MT 59847	406-273-4870
JAMES P NEWBURY	1120 S HAYNES MILES CITY MT 59301-5728	406-234-0775
JENNIFER KASSITY	3310 BROOKS ST MISSOULA MT 59801-8290	406-728-4291
JENNIFER KASSITY	720 E BROADWAY MISSOULA MT 59802-4610	406-728-8692
JENNIFER KASSITY	1565 LIBERTY LN MISSOULA MT 59808	406-728-0743
JENNIFER KASSITY	4560 N RESERVE ST MISSOULA MT 59808	406-728-0700
JENNIFER KASSITY	8745 HIGHWAY 93 NORTH MISSOULA MT 59808	406-327-9000
JEFFREY J GORMAN	51154 US HWY 93 POLSON MT 59860-9729	406-883-4125
MELISSA CRAWSHAW	63880 US HWY 93 RONAN MT 59864	406-676-8585
EMMANUEL LEON	1550 SOUTH CENTRAL AVE SIDNEY MT 59270-5519	406-433-1983
MICHAEL R KASSITY	100 S CANYON WEST YELLOWSTONE MT 59758	406-646-4592
CHRISTINA L JAHNKE	6495 HWY 93 S WHITEFISH MT 59937-8238	406-862-6650
EMMANUEL LEON	303 HWY 2 W WOLF POINT MT 59201	406-653-1788
CHRISTAL V COLE	1703 NORTH SANDHILLS BLVD ABERDEEN NC 28315	910-944-7280
RON BAILEY, JR.	117 NC HWY 801 N ADVANCE NC 27006	336-940-6344
BILL M TAYLOR	1486 E MEMORIAL DR AHO SKIE NC 27910	252-332-4890
RON BAILEY, JR.	1820 E MAIN ST ALBEMARLE NC 28001	704-983-1711
RON BAILEY, JR.	1906 US HWY 52 N ALBEMARLE NC 28001-8505	704-982-1096
THOMAS P HAYNIE	52 S RALEIGH STREET ANGIER NC 27501	919-639-3354
THOMAS P HAYNIE	900 US HWY 64 APEX NC 27523	919-380-0906
THOMAS P HAYNIE	830 E WILLIAMS ST APEX NC 27502	919-303-1200
ANTHONY P DELLIGATTI	10057 N MAIN ST ARCHDALE NC 27263	336-875-4184
SHERMAN FAN	382 LONG SHOALS RD ARDEN NC 28704	828-651-4467
RON BAILEY, JR.	1415 E DIXIE DR ASHEBORO NC 27203	336-318-0064
SHERMAN FAN	51 TUNNEL RD ASHEVILLE NC 28805	828-254-6715
SHERMAN FAN	35 HENDERSONVILLE RD ASHEVILLE NC 28803	828-274-2308
SHERMAN FAN	755 MERRIMON AVE ASHEVILLE NC 28804	828-252-8075
SHERMAN FAN	950 PATTON AVE ASHEVILLE NC 28806	828-252-5006
SHERMAN FAN	1721 HENDERSONVILLE RD ASHEVILLE NC 28803	828-277-7827
CHRISTINE E NEVANT	800 FAIRVIEW RD ASHEVILLE NC 28803	828-298-8616
WILLIAM H PURCELL	311 WEST FORT MACON ROAD ATLANTIC BEACH NC 28512	252-726-3443
DANIEL CHAPMAN	125 HWY 102 W AYDEN NC 28513	252-746-7858
HEATHER JOYNER	3980 N CAROLINE NC 105 BANNER ELK NC 28604	828-898-9677
WILLIAM H PURCELL	1600 LIVE OAK STREET BEAUFORT NC 28516	252-728-6147
JEFFREY S STANTON	505 N MAIN ST BELMONT NC 28012-3130	704-825-9711
JOHN BRADLEY HUEBNER	600 E MAIN ST BENSON NC 27504	919-894-8503
JOHN BRADLEY HUEBNER	27 CRAPE MYRTLE DRIVE BENSON NC 27504	919-934-2037
STEVEN CHAPMAN	207 W MAIN ST BEULAVILLE NC 28518	910-298-4455
RON BAILEY, JR.	NC HIGHWAY 24/27 BISCOE NC 27209	910-428-4457
CHRISTINE E NEVANT	500 NC HWY 9 BLACK MOUNTAIN NC 28711	828-669-5062
JEFFREY S STANTON	213 SOUTH MAIN STREET BOILING SPRINGS NC 28152	704-434-5512
GRANT COLLINS	896 BLOWING ROCK RD BOONE NC 28607	828-264-0926
TERESA W EDWARDS	251 ASHEVILLE HWY BREVARD NC 28712	828-884-2244
KATE LIMA-RAPPS	180 VETERANS BLVD BRYSON CITY NC 28713	828-488-8885
STEVEN CHAPMAN	751 NC HWY 53 EAST BURGAW NC 28425	910-259-7977
ADRIAN T SMITH	1829 N CHURCH ST BURLINGTON NC 27215	336-227-3646
ADRIAN T SMITH	1904 WEST WEBB AVE BURLINGTON NC 27217	336-226-9288
ADRIAN T SMITH	535 HUFFMAN MILL RD BURLINGTON NC 27215	336-584-7700
ADRIAN T SMITH	1471 UNIVERSITY DRIVE BURLINGTON NC 27215	336-584-4014
JIM W SMITH	3446 S CHURCH STREET BURLINGTON NC 27215	336-585-0046
HEATHER JOYNER	US HWY 19 E & COOPER ST BURNSVILLE NC 28714	828-682-2554
JEFFREY A ENDRUSICK	1543 NC HIGHWAY 56 BUTNER NC 27522	919-528-4055
TERESA W EDWARDS	14 PLAZA LOOP CANTON NC 28716-4251	828-648-6399
TERESA W EDWARDS	702 CHAMPION DR CANTON NC 28716	828-235-1960
WILLIAM H PURCELL	100 MANATEE ST CAPE CARTERET NC 28584	252-393-6710
DENNIS ANDERSON	220 LAKE PARK BLVD CAROLINA BEACH NC 28428	910-458-5918
CHRISTAL V COLE	950 MONROE STREET CARTHAGE NC 28327	910-947-6007
DAVID W ANDERSON	1299 KILDARE FARM RD CARY NC 27511	919-469-3519
DAVID W ANDERSON	1805 N HARRISON AVE CARY NC 27511	919-677-1424
DAVID W ANDERSON	1831 WALNUT ST CARY NC 27511	919-233-0080
DAVID W ANDERSON	3494 KILDAIRE FARM RD CARY NC 27518	919-363-9960

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DAVID W ANDERSON	4980 CARY GLEN BOULEVARD CARY NC 27519	919-462-9904
DENNIS ANDERSON	869 E MAYNARD RD CARY NC 27511	919-467-3883
DENNIS ANDERSON	4801 SW CARY PKY CARY NC 27511	919-481-1500
REX WILLOUGHBY	409 W FRANKLIN ST CHAPEL HILL NC 27516	919-967-5788
REX WILLOUGHBY	1748 N FORDHAM BLVD CHAPEL HILL NC 27514	919-969-7944
REX WILLOUGHBY	11460 US 15-501 N CHAPEL HILL NC 27517	919-929-8377
JOSEPH A AHUMADA	2745 FREEDOM DR CHARLOTTE NC 28208	704-392-3694
JOSEPH A AHUMADA	1035 N WENDOVER CHARLOTTE NC 28211	704-362-3748
JOSEPH A AHUMADA	2301 CENTRAL AVE CHARLOTTE NC 28205	704-375-7587
JOSEPH A AHUMADA	8038 S TRYON ST CHARLOTTE NC 28273	704-588-4478
MASHOOR AWAD	2518 BEATTIES FORD RD CHARLOTTE NC 28216	704-392-1125
MASHOOR AWAD	8900 J M KEYNES DR CHARLOTTE NC 28262	704-547-1463
MASHOOR AWAD	6225 W SUGAR CREEK RD CHARLOTTE NC 28269	704-921-0681
RON BAILEY, JR.	5005 SUNSET LN CHARLOTTE NC 28269	704-596-0954
ANN FOX BAUM	6428 FAIRVIEW RD CHARLOTTE NC 28210	704-362-0676
ANN FOX BAUM	14110 RIVERGATE PARKWAY CHARLOTTE NC 28273	704-504-2199
CLARENCE KUTHAN, JR.	2603 SAM WILSON RD CHARLOTTE NC 28214	704-395-6008
JOSHUA M RANFT	3315 PINEVILLE MATTHEWS RD CHARLOTTE NC 28226	704-543-8279
JOSHUA M RANFT	9710 REA ROAD CHARLOTTE NC 28277-6663	704-759-9151
JOSHUA M RANFT	11620 WAVERLY CENTER DRIVE CHARLOTTE NC 28105	980-299-7510
MARTIN RANFT, II	4440 S TRYON ST CHARLOTTE NC 28210	704-523-6334
MARTIN RANFT, II	413 TYVOLA RD CHARLOTTE NC 28217	704-523-2779
MARTIN RANFT, II	7051 SOUTH BLVD CHARLOTTE NC 28210	704-553-8037
JASON W SAYLOR	8824 PINEVILLE MATTHEWS RD CHARLOTTE NC 28226	704-542-2546
JASON W SAYLOR	9505 SOUTH BOULEVARD CHARLOTTE NC 28273	704-554-9144
JASON W SAYLOR	7721 PINEVILLE MATTHEWS RD CHARLOTTE NC 28226	704-544-5711
JASON W SAYLOR	8560 PARK ROAD CHARLOTTE NC 28210	704-553-3738
ADRIAN T SMITH	6301 ALBEMARLE RD CHARLOTTE NC 28212	704-535-5355
ADRIAN T SMITH	5800 E WT HARRIS BLVD CHARLOTTE NC 28215	704-567-9433
ADRIAN T SMITH	8121 UNIVERSITY CITY BLVD CHARLOTTE NC 28213	704-596-0400
ADRIAN T SMITH	1620 SARDIS RD CHARLOTTE NC 28209	704-844-9707
ADRIAN T SMITH	9320 STEELE CREEK ROAD CHARLOTTE NC 28273	704-583-9274
ADRIAN T SMITH	720 MERIDIAN CENTER CHARLOTTE NC 28212	704-536-2991
ADRIAN T SMITH	9414 NORTHLAKE WEST DR CHARLOTTE NC 28216	704-392-6997
ADRIAN T SMITH	10720 WOODLAND BEAVER RD CHARLOTTE NC 28215	704-215-4026
JEFFREY S STANTON	9725 CALLABRIDGE CT CHARLOTTE NC 28216	704-398-2221
JEFFREY S STANTON	2625 SOUTH BLVD CHARLOTTE NC 28209	704-523-7391
JEFFREY S STANTON	2820 BOYER ST CHARLOTTE NC 28208	704-399-1225
RONALD ZAREK	1201 W SUGAR CREEK RD CHARLOTTE NC 28213	704-596-7501
RONALD ZAREK	3058 EASTWAY DR CHARLOTTE NC 28205	704-567-6549
RONALD ZAREK	5635 N. TRYON ST. CHARLOTTE NC 28213	704-509-0512
WILLIAM H PURCELL	100 WOODSIDE DR CHERRY POINT NC 28532	252-444-2269
CLARENCE KUTHAN, JR.	1000 E CHURCH ST CHERRYVILLE NC 28021	704-435-5678
JOHN BRADLEY HUEBNER	24 FLOWERS COMMERCE DRIVE CLAYTON NC 27527	919-243-8106
FREDERICK G HUEBNER, III	11351 US 70 BUSINESS HIGHWAY WEST CLAYTON NC 27520	919-553-5480
RON BAILEY, JR.	2470 LEWISVILLE CLEMMONS RD CLEMMONS NC 27012	336-766-6509
STEVEN CHAPMAN	418 SOUTHEAST BLVD CLINTON NC 28328	910-592-8484
STEVEN CHAPMAN	1429 SUNSET AVE CLINTON NC 28328	910-592-3631
JEFFREY S STANTON	300 W MILLS STREET COLUMBUS NC 28722	828-894-2827
MASHOOR AWAD	1511 HWY 29 N CONCORD NC 28025	704-786-1821
MASHOOR AWAD	730 CABARRUS AVE W CONCORD NC 28027	704-788-2703
MASHOOR AWAD	7810 LYLES LANE CONCORD NC 28027	704-979-0298
MASHOOR AWAD	4550 B DAVIDSON HWY CONCORD NC 28027	704-721-0808
MASHOOR AWAD	3405 US HIGHWAY 601 S CONCORD NC 28025-0490	704-788-2133
ADRIAN T SMITH	3020 DERITA ROAD CONCORD NC 28027	704-510-1666
JOHN R LINK	717 CONOVER BLVD CONOVER NC 28613	828-465-1611
JOHN R LINK	1380 FAIRGROVE CHURCH RD CONOVER NC 28613	828-464-8551
SHAWN KUTHAN	20500 TORRENCE CHAPEL RD CORNELIUS NC 28031	704-892-8791
BILL M TAYLOR	2859 CARATOKE HWY CURRITUCK NC 27929	252-232-2514
MASHOOR AWAD	12051 RENAISSANCE DRIVE DAVIDSON NC 28036	704-439-0167
SHAWN KUTHAN	171 NC HWY 16 DENVER NC 28037	704-820-0508
KAREN E GAINEY	512 E ATKINS STREET DOBSON NC 27017	336-386-8395
THOMAS P HAYNIE	1726 W CUMBERLAND DUNN NC 28334	910-892-5553
JOHN BRADLEY HUEBNER	1185 E CUMBERLAND STREET DUNN NC 28334	910-891-1293
ANDREW MARTIN, JR.	5507 S MIAMI BLVD DURHAM NC 27703	919-474-8809
CHARLES A REID	2010 N ROXBORO ROAD DURHAM NC 27704-4339	919-220-4074
CHARLES A REID	4301 N ROXBORO RD DURHAM NC 27704	919-477-7954

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHARLES A REID	2700 GUESS RD DURHAM NC 27705	919-471-9669
CHARLES A REID	5277 N ROXBORO ROAD DURHAM NC 27712	919-471-9645
WILLIAM O RICHARDS	106 BRYAN CTR DURHAM NC 27708	919-668-2404
ANDREW WELBURN	1010 N MIAMI BLVD DURHAM NC 27703	919-530-8510
ANDREW WELBURN	4717 APEX HWY DURHAM NC 27713-2256	919-572-6408
ANDREW WELBURN	1708 NEW RALEIGH HWY DURHAM NC 27703	919-596-7706
ANDREW WELBURN	3117 TOWER BLVD DURHAM NC 27707	919-490-6209
ANDREW WELBURN	3533 HILLSBOROUGH RD DURHAM NC 27705	919-383-6989
ANDREW WELBURN	3844 S ROXBORO STREET DURHAM NC 27713	919-484-0953
REX WILLOUGHBY	204 W NC HWY 54 DURHAM NC 27713	919-806-1345
ADRIAN T SMITH	640 S VAN BUREN RD EDEN NC 27288	336-627-1045
GEORGE B TAYLOR	310 VIRGINIA RD EDENTON NC 27932	252-482-8072
BILL M TAYLOR	1316 W EHRINGHAUS ST ELIZABETH CITY NC 27909	252-335-2261
BILL M TAYLOR	1321 N ROAD ST ELIZABETH CITY NC 27909-3389	252-335-7122
BILL M TAYLOR	105 TANGLEWOOD DRIVE ELIZABETH CITY NC 27909	252-335-0435
KENNETH P RUST	402 S POPLAR ST ELIZABETH TOWN NC 28337	910-862-2648
KAREN E GAINEY	479 CC CAMP ROAD ELKIN NC 28621	336-526-1086
KENNETH P RUST	500 NORTH WALNUT STREET FAIRMONT NC 28340	910-535-4166
JOSEPH D POWELL, JR.	3410 COOPERATIVE WAY FARMVILLE NC 27828	252-753-4064
COURTNEY GOODWIN	1900 SKIBO ROAD FAYETTEVILLE NC 28314-1540	910-864-0720
COURTNEY GOODWIN	810 S REILLY RD FAYETTEVILLE NC 28314	910-864-9631
COURTNEY GOODWIN	3815 RAMSEY ST FAYETTEVILLE NC 28311-7640	910-488-4773
COURTNEY GOODWIN	3701 BRAGG BLVD FAYETTEVILLE NC 28301	910-487-5252
COURTNEY GOODWIN	5090 NC HIGHWAY 87 SOUTH FAYETTEVILLE NC 28306	910-485-7373
COURTNEY GOODWIN	7770 GOOD MIDDLING DRIVE FAYETTEVILLE NC 28304	910-864-4411
COURTNEY GOODWIN	6415 RAMSEY STREET FAYETTEVILLE NC 28311	910-480-0104
ANDREW MARTIN, JR.	5009 SANTA FE DR FAYETTEVILLE NC 28303	910-867-7419
ANDREW MARTIN, JR.	1942 PAMALEE DR FAYETTEVILLE NC 28301	910-822-8192
ANDREW MARTIN, JR.	6779 RAEFORD RD FAYETTEVILLE NC 28303	910-868-9710
LISA SALEEBY-POWELL	1903 OWEN DR FAYETTEVILLE NC 28309	910-485-1027
LISA SALEEBY-POWELL	2066 CEDAR CREEK RD FAYETTEVILLE NC 28301	910-485-7939
LISA SALEEBY-POWELL	542 GROVE ST FAYETTEVILLE NC 28301	910-484-8602
LISA SALEEBY-POWELL	4115 RAEFORD RD FAYETTEVILLE NC 28304	910-484-3814
LISA SALEEBY-POWELL	3075 LEGION RD FAYETTEVILLE NC 28306	910-426-3357
TERESA W EDWARDS	101 COMMERCIAL BLVD FLAT ROCK NC 28731	828-692-4411
JEFFREY S STANTON	74 BYPASS TRI CITY MALL FOREST CITY NC 28043	828-245-8236
JEFFREY S STANTON	111 WELLS DR FOREST CITY NC 28043	828-245-8555
JOHN BRADLEY HUEBNER	6163 US 301 SOUTH FOUR OAKS NC 27524	919-963-2739
KATE LIMA-RAPPS	329 FRANKLIN PLAZA FRANKLIN NC 28734	828-369-7462
KATE LIMA-RAPPS	664 E MAIN ST FRANKLIN NC 28734	828-369-0730
RAMON SANTOS	1409 N MAIN STREET FUQUAY-VARINA NC 27526	919-552-3190
JOHN BRADLEY HUEBNER	101 TIMBER DR GARNER NC 27529	919-662-9804
JOHN BRADLEY HUEBNER	110 CARILLON DRIVE GARNER NC 27529	919-771-2441
FREDERICK G HUEBNER, III	1567 HWY 70 W GARNER NC 27529	919-772-9496
FREDERICK G HUEBNER, III	50 GLEN RD GARNER NC 27529	919-662-7934
ADRIAN T SMITH	2115 UNION ROAD GASTONIA NC 28052	704-852-3861
JEFFREY S STANTON	1909 HOFFMAN ROAD GASTONIA NC 28056	704-867-1623
DANIEL CHAPMAN	300 N BERKELEY BLVD GOLDSBORO NC 27530	919-778-5527
DANIEL CHAPMAN	100 MOLLIE DRIVE GOLDSBORO NC 27534	919-778-6282
STEVEN CHAPMAN	2002 WAYNE MEMORIAL DR GOLDSBORO NC 27530	919-734-3920
GAFFNEY W GUNTER II	2740 S US 117 GOLDSBORO NC 27530	919-581-9483
GAFFNEY W GUNTER II	1501 A WEST US 70 HIGHWAY GOLDSBORO NC 27530	919-583-8565
ADRIAN T SMITH	414 S MAIN STREET GRAHAM NC 27253-3356	336-226-3490
BILL M TAYLOR	6465 CARATOKE HIGHWAY GRANDY NC 27939	252-453-0139
CHRISTINE E NEVANT	36 PINWOOD ROAD GRANITE FALLS NC 28630	828-313-1236
WILLIAM H PURCELL	11452 NC HWY 55 E GRANTSBORO NC 28529-9447	252-745-5010
DICKIE E BRITT, II	706 COLLEGE RD GREENSBORO NC 27410	336-292-5824
DICKIE E BRITT, II	4427 W WENDOVER RD GREENSBORO NC 27405	336-855-6318
DICKIE E BRITT, II	1501 NEW GARDEN ROAD GREENSBORO NC 27410	336-299-7550
MICHAEL W FREEMAN	5727 W GATE CITY BLVD GREENSBORO NC 27407	336-855-4999
RYAN S LANG	7069 ALBERT PICK ROAD GREENSBORO NC 27409	336-883-0615
ADRIAN T SMITH	2347 RANDLEMAN RD GREENSBORO NC 27406	336-275-1180
ADRIAN T SMITH	2241 MARTIN LUTHER KING DR GREENSBORO NC 27406	336-273-5999
ADRIAN T SMITH	3601 GATE CITY BOULEVARD GREENSBORO NC 27407	336-856-8807
ADRIAN T SMITH	4663 W MARKET ST GREENSBORO NC 27407	336-292-7837
ADRIAN T SMITH	4102 FERNHURST WAY GREENSBORO NC 27406	336-333-2618
JAMES NORMAN SMITH	1101 SUMMIT AVE GREENSBORO NC 27405	336-274-7328

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES NORMAN SMITH	2620 BATTLEGROUND AVENUE GREENSBORO NC 27410	336-282-8089
JAMES NORMAN SMITH	617 GREENVALLEY RD GREENSBORO NC 27408	336-855-3347
JIM W SMITH	2001 E CONE BLVD GREENSBORO NC 27405	336-621-2037
JIM W SMITH	3301 BATTLEGROUND AVE GREENSBORO NC 27410	336-288-9107
JIM W SMITH	508 PISGAH CHURCH RD GREENSBORO NC 27405	336-288-6658
JIM W SMITH	5701 INMAN ROAD GREENSBORO NC 27410	336-393-0073
DANIEL CHAPMAN	632 N MEMORIAL DR GREENVILLE NC 27834	252-758-1111
DANIEL CHAPMAN	3000 LANDMARK ST GREENVILLE NC 27834	252-756-3121
STEVEN CHAPMAN	310 E 10TH ST GREENVILLE NC 27658	252-752-1119
STEVEN CHAPMAN	3702 S CHARLES BLVD GREENVILLE NC 27858	252-355-2822
STEVEN CHAPMAN	1300 WEST ARLINGTON DR GREENVILLE NC 27834	252-321-1932
GEORGE B TAYLOR	2116 SE GREENVILLE BLVD GREENVILLE NC 27858	252-752-1006
GEORGE B TAYLOR	2301 N MEMORIAL DRIVE GREENVILLE NC 27834	252-551-6130
GEORGE B TAYLOR	4410 EAST 10TH STREET GREENVILLE NC 27858	252-329-0295
DANIEL CHAPMAN	HOOVER ROAD & HWY 17 HAMPSTEAD NC 28443	910-270-1171
ADRIAN T SMITH	6700 KEE LANE HARRISBURG NC 28075	704-455-7850
WILLIAM H PURCELL	1221 E MAIN ST HAVELOCK NC 28532	252-444-2608
WILLIAM H PURCELL	511 HWY 70 W HAVELOCK NC 28532	252-444-2788
SUSAN M BORROW-NICHOLS	37 HWY 64 EAST HAYESVILLE NC 28904	828-389-2600
JEFFREY A ENDRUSICK	1695 DABNEY DR HENDERSON NC 27536	252-492-5555
JEFFREY A ENDRUSICK	1421 E ANDREWS AVE HENDERSON NC 27536	252-436-0295
TERESA W EDWARDS	630 SPARTANBURG HWY HENDERSONVILLE NC 28792	828-697-1672
TERESA W EDWARDS	1909 FOUR SEASONS BLVD HENDERSONVILLE NC 28739	828-697-6493
SHERMAN FAN	5775 ASHEVILLE HWY HENDERSONVILLE NC 28791	828-684-3931
BILL M TAYLOR	303 OACEAN HWY S PERQUIMANS CENTRE HERTFORD NC 27944	252-426-1779
JOHN R LINK	15 US HWYS 64 ALT 70 SE HICKORY NC 28601	828-322-4700
JOHN R LINK	2511 N CENTER ST HICKORY NC 28601	828-322-2081
JOHN R LINK	170 HWY 321 NW HICKORY NC 28601	828-345-1355
CHRISTINE E NEVANT	2439 SPRINGS ROAD NE HICKORY NC 28601	828-256-2939
CHRISTINE E NEVANT	2065 HWY 70 SE HICKORY NC 28602	828-322-5453
ANTHONY P DELLIGATTI	2738 S MAIN ST HIGH POINT NC 27263	336-887-6011
MICHAEL W FREEMAN	1901 N MAIN ST HIGH POINT NC 27262	336-882-9824
MICHAEL W FREEMAN	114 GREENSBORO RD HIGH POINT NC 27260	336-882-3611
MICHAEL W FREEMAN	930 MALL LOOP RD HIGH POINT NC 27262	336-883-1532
MICHAEL W FREEMAN	2312 WESTCHESTER DRIVE HIGH POINT NC 27262	336-889-6966
MICHAEL W FREEMAN	3885 JOHN GORDON LN HIGH POINT NC 27265	336-889-9369
MICHAEL W FREEMAN	6530 OLD PLANK RD HIGH POINT NC 27265-1919	336-869-4680
REX WILLOUGHBY	400 E CHURTON ST EXT HILLSBOROUGH NC 27278	919-732-9898
RAMON SANTOS	7100 GB ALFORD HIGHWAY HOLLY SPRINGS NC 27540	919-552-4071
ANDREW MARTIN, JR.	2904 TRAEMOOR VILLAGE DRIVE HOPE MILLS NC 28306	910-424-3315
LISA SALEEBY-POWELL	3000 NORTH MAIN STREET HOPE MILLS NC 28348-1722	910-425-5329
CHRISTINE E NEVANT	301 MT HERMAN RD HUDSON NC 28638	828-572-1140
CLARENCE KUTHAN, JR.	16835 STATESVILLE RD HUNTERSVILLE NC 28078	704-896-4930
CLARENCE KUTHAN, JR.	14220 BOREN STREET HUNTERSVILLE NC 28078	704-875-9020
ADRIAN T SMITH	10249 CANE CREEK DRIVE HUNTERSVILLE NC 28078	704-992-5758
HEATHER JOYNER	7841 OLD NC 10 ICARD NC 28666	828-397-5633
JOSEPH A AHUMADA	303 UNIONVILLE INDIAN TRAIL RD INDIAN TRAIL NC 28079	704-893-2899
ADRIAN T SMITH	6501 MONROE ROAD INDIAN TRAIL NC 28079	704-226-9436
DANIEL CHAPMAN	404 WESTERN BLVD JACKSONVILLE NC 28546-6816	910-347-3232
DANIEL CHAPMAN	1731 LEJEUNE BLVD JACKSONVILLE NC 28540	910-577-1527
STEVEN CHAPMAN	305 SOUTH MARINE BLVD JACKSONVILLE NC 28540	910-455-1181
STEVEN CHAPMAN	900 N MARINE BLVD JACKSONVILLE NC 28540	910-346-6510
STEVEN CHAPMAN	1165 WESTERN BLVD JACKSONVILLE NC 28546	910-968-0007
STEVEN CHAPMAN	2401 GUM BRANCH ROAD JACKSONVILLE NC 28540	910-355-0326
MICHAEL W FREEMAN	1240 GUILFORD COLLEGE ROAD JAMESTOWN NC 27282	336-834-9585
KAREN E GAINEY	I 77 & NC 67 JONESVILLE NC 28642	336-526-4308
MASHOOR AWAD	2401 WONDER DR KANNAPOLIS NC 28083	704-786-5822
MASHOOR AWAD	5051 BAYFIELD PKWY KANNAPOLIS NC 28027	704-788-2848
JASON CORNET	350 S CANNON BLVD KANNAPOLIS NC 28081	704-754-8097
STEVEN CHAPMAN	600 S MAIN ST KENANSVILLE NC 28349	910-275-0046
JOSIAH HENNEIN	400 S CHURCH ST KENLY NC 27542	919-284-1015
RYAN S LANG	1400 HEARTLAND DR KERNERSVILLE NC 27284	336-993-7272
RYAN S LANG	1480 JAG BRANCH BOULEVARD KERNERSVILLE NC 27284	336-992-0885
SHELLEY M NASH	840 S MAIN ST KERNERSVILLE NC 27284	336-996-4611
BILL M TAYLOR	1603 S CROATAN HWY KILL DEVIL HILLS NC 27948	252-441-3349
DICKIE E BRITT, II	721 S MAIN STREET KING NC 27021	336-983-3546
CLARENCE KUTHAN, JR.	I-85 AND HWY 161 KINGS MOUNTAIN NC 28086	704-734-1550



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CLARENCE KUTHAN, JR.	1013 SHELBY RD KINGS MOUNTAIN NC 28086	704-739-4463
RAMON SANTOS	110 W VERNON AVE KINSTON NC 28501	252-523-6665
RAMON SANTOS	612 E NEW BERN ROAD KINSTON NC 28501	252-523-8925
RAMON SANTOS	4194 W VERNON AVENUE KINSTON NC 28504	252-208-0045
BILL M TAYLOR	5336 N CROATAN HWY KITTY HAWK NC 27949	252-261-6114
WILLIAM HOLDER	7141 KNIGHTDALE BLVD KNIGHTDALE NC 27545	919-266-6700
DANIEL CHAPMAN	1304 S MAIN ST LAURINBURG NC 28352	910-276-8300
DENNIS ANDERSON	108 VILLAGE RD LELAND NC 28451	910-371-3112
DENNIS ANDERSON	1111 NEW POINT BOULEVARD LELAND NC 28451	910-383-2222
JOHN R LINK	110 MORGANTON BLVD LENOIR NC 28645	828-758-4428
RON BAILEY, JR.	812 WINSTON RD LEXINGTON NC 27295	336-249-3464
RON BAILEY, JR.	1708 COTTON GROVE RD LEXINGTON NC 27292	336-357-5007
RON BAILEY, JR.	6421 OLD US HWY 52 LEXINGTON NC 27295	336-731-4379
THOMAS P HAYNIE	102 W CORNELIUS HARNETT BLVD LILLINGTON NC 27546	910-893-5049
RON BAILEY, JR.	1878 W MAIN STREET LOCUST NC 28097	704-888-1625
ANDREW WELBURN	US 401 BECKETT BLVD LOUISBURG NC 27549	919-496-2667
KENNETH P RUST	2680 ROBERTS AVE LUMBERTON NC 28358	910-674-4512
KENNETH P RUST	2900 W 5TH ST LUMBERTON NC 28358	910-738-3962
KENNETH P RUST	5000 FAYETTEVILLE RD LUMBERTON NC 28358	910-674-4221
KAREN E GAINEY	720 N HWY ST MADISON NC 27025	336-427-5302
BILL M TAYLOR	515 S VIRGINIA DARE RD MANTEO NC 27954	252-473-5737
HEATHER JOYNER	600 NEW WEST HENDERSON ST MARION NC 28752	828-652-4900
HEATHER JOYNER	1222 HIGHWAY 70 WEST MARION NC 28752	828-659-3302
ADRIAN T SMITH	9607 E INDEPENDENCE BLVD MATTHEWS NC 28105-4627	704-847-0650
ADRIAN T SMITH	14522 LAWYERS RD MATTHEWS NC 28104	704-882-4182
KAREN E GAINEY	6675 NC HIGHWAY 135 MAYODAN NC 27027	336-427-3301
ADRIAN T SMITH	1802 MT HOPE CHURCH ROAD MCLEANSVILLE NC 27406	336-698-0482
CLIFFORD E HALEY, III	1050 MEBANE OAKS ROAD MEBANE NC 27302	919-563-4320
ADRIAN T SMITH	1342 TROLLINGWOOD RD MEBANE NC 27302	919-304-4393
ADRIAN T SMITH	9150 LAWYERS RD MINT HILL NC 28227	704-545-6210
CRAIG G POPPE	1440 YADKINVILLE RD MOCKSVILLE NC 27028	336-751-1818
JOHN R LINK	497 RIVER HWY MOORESVILLE NC 28117	704-799-1947
JOHN R LINK	107 GATEWAY BLVD MOORESVILLE NC 28115	704-799-2683
JOHN R LINK	1090 BRAWLEY SCHOOL ROAD MOORESVILLE NC 28117	704-664-0983
MICHAEL C LINK	109 LIMERICK DRIVE MOORESVILLE NC 28115	704-663-3773
WILLIAM H PURCELL	5179 US HWY 70 WEST MOREHEAD CITY NC 28557	252-648-8085
HEATHER JOYNER	901 W UNION MORGANTON NC 28655	828-437-8550
HEATHER JOYNER	2211 S STERLING ST MORGANTON NC 28655	828-433-9919
ANDREW MARTIN, JR.	1001 MORRISVILLE-CARPENTER DRIVE MORRISVILLE NC 27560	919-460-7228
STEVEN CHAPMAN	101 NC 55 EAST MOUNT OLIVE NC 28365	919-658-5355
KAREN E GAINEY	307 N ANDY GRIFFITH PARKWAY MT AIRY NC 27030	336-789-5848
KAREN E GAINEY	508 RENFRO ST MT AIRY NC 27030	336-789-0402
KAREN E GAINEY	1916 ROCKFORD ST MT AIRY NC 27030	336-786-7679
JEFFREY S STANTON	704 S MAIN STREET MT HOLLY NC 28120	704-827-7879
BILL M TAYLOR	800 E MAIN ST MURFREESBORO NC 27855	252-398-5276
KATE LIMA-RAPPS	500 HIWASSEE ST MURPHY NC 28906	828-837-7093
MATTHEW TRAUB	501 W WASHINGTON NASHVILLE NC 27856	252-459-3073
WILLIAM H PURCELL	1703 RED ROBIN LN NEW BERN NC 28562	252-638-5599
WILLIAM H PURCELL	1921 NEUSE BLVD NEW BERN NC 28560	252-633-3320
WILLIAM H PURCELL	2831 NEUSE BLVD NEW BERN NC 28562	252-514-2762
HEATHER JOYNER	461 PINEOLA STREET NEWLAND NC 28657	828-733-0032
DANIEL CHAPMAN	1501 HARNETT DUNN HWY NEWTON GROVE NC 28366	910-594-1699
HEATHER JOYNER	1430 2ND ST NORTH WILKESBORO NC 28659	336-667-8524
DICKIE E BRITT, II	8000-G MARKET PLACE DRIVE OAK RIDGE NC 27310	336-644-8951
CHRISTINE E NEVANT	I 40 AT BAT CAVE ROAD OLD FORT NC 28762	828-668-9531
JEFFREY A ENDRUSICK	115 GRANVILLE CORNERS OXFORD NC 27565	919-693-6622
KENNETH P RUST	801 WEST THIRD STREET PEMBROKE NC 28372	910-775-9105
KAREN E GAINEY	731 S KEY ST PILOT MOUNTAIN NC 27041	336-368-4608
CHRISTAL V COLE	260 IVEY LANE PINEHURST NC 28374	910-295-1112
REX WILLOUGHBY	36 LOWE S DRIVE PITTSBORO NC 27312	919-545-0505
GEORGE B TAYLOR	432 US HWY 64 EAST PLYMOUTH NC 27962	252-793-9304
COURTNEY GOODWIN	111-A 401 BYPASS RAEFORD NC 28376	910-904-0333
DENNIS ANDERSON	3710 WESTERN BLVD RALEIGH NC 27606	919-833-7882
DENNIS ANDERSON	7991 FAYETTEVILLE RD RALEIGH NC 27603	919-772-4850
DENNIS ANDERSON	601 CORPORATE CENTER DRIVE RALEIGH NC 27607	919-233-4144
GAFFNEY W GUNTER II	8305 CREEDMOOR RD RALEIGH NC 27613	919-847-8111
GAFFNEY W GUNTER II	6250 CAPITAL BLVD RALEIGH NC 27616	919-878-5907

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GAFFNEY W GUNTER II	4325 GLENWOOD AVENUE RALEIGH NC 27612	919-782-8240
GAFFNEY W GUNTER II	4413 CAPITAL BLVD RALEIGH NC 27604	919-878-0155
GAFFNEY W GUNTER II	3026 CAPITAL BLVD RALEIGH NC 27604	919-878-0701
GAFFNEY W GUNTER II	4121 BLUE RIDGE RD RALEIGH NC 27612	919-510-5255
GAFFNEY W GUNTER II	5016-101 SPRING FOREST ROAD RALEIGH NC 27616	919-954-8880
GAFFNEY W GUNTER II	8011 BRIER CREEK PARKWAY RALEIGH NC 27617-7596	919-806-1114
GAFFNEY W GUNTER II	7301 SIX FORKS ROAD RALEIGH NC 27615	919-846-9903
GAFFNEY W GUNTER II	9698 FALLS OF NEUSE RD RALEIGH NC 27615	919-845-5502
DEBORAH HOLDER	1700 TRAWICK RD RALEIGH NC 27604	919-231-6205
DEBORAH HOLDER	3424 POOLE RD RALEIGH NC 27610	919-250-0072
DORIS D HUEBNER	6320 BATTLE BRIDGE ROAD RALEIGH NC 27610	919-773-4124
ANDREW MARTIN, JR.	703 W PEACE ST RALEIGH NC 27605	919-833-9875
ANDREW MARTIN, JR.	3810 LAKE BOONE TRL RALEIGH NC 27627	919-781-0504
ANDREW MARTIN, JR.	105 E SOUTH ST RALEIGH NC 27602	919-833-7800
ANDREW MARTIN, JR.	3508 MILLBROOK RD RALEIGH NC 27613	919-781-3702
ANDREW MARTIN, JR.	6213 FALLS OF NEUSE RALEIGH NC 27609	919-878-0085
ANDREW MARTIN, JR.	4221 CRAFTSMAN DRIVE RALEIGH NC 27609	919-713-0903
ANDREW MARTIN, JR.	10100 LEESVILLE RD RALEIGH NC 27613	919-841-9282
ANDREW MARTIN, JR.	10050 GLENWOOD AVE RALEIGH NC 27617	919-957-8404
ANDREW MARTIN, JR.	4431 NEW BERN AVE RALEIGH NC 27604	919-231-3242
ANDREW MARTIN, JR.	4212 WAKE FOREST ROAD RALEIGH NC 27609-6204	919-862-1996
CHARLES A REID	2801 OLD WAKE FOREST RD RALEIGH NC 27609	919-821-3297
CHARLES A REID	2900 WAKEFIELD PINES DRIVE RALEIGH NC 27587	919-556-8677
DANIEL CHAPMAN	613 E 4TH AVE RED SPRINGS NC 28377	910-843-2095
ANTHONY P DELLIGATTI	665 S SCALES ST REIDSVILLE NC 27320	336-347-0506
ANTHONY P DELLIGATTI	2101 BARNES STREET REIDSVILLE NC 27320	336-347-0215
RON BAILEY, JR.	121 N HIGHWAY 49 RICHFIELD NC 28137	704-463-1515
DANIEL CHAPMAN	7417 RICHLANDS HIGHWAY RICHLANDS NC 28574	910-324-8040
JOSEPH D POWELL, JR.	1515 JULIAN R ALLSBROOK HWY ROANOKE RAPIDS NC 27870	252-535-2130
JOSEPH D POWELL, JR.	101 ROANOKE AVE ROANOKE RAPIDS NC 27619	252-519-0100
KATE LIMA-RAPPS	374 RODNEY ORR BYPASS ROBBINSVILLE NC 28771	828-479-6776
CHRISTAL V COLE	1304 E BROAD AVE TRI CITY ROCKINGHAM NC 28379	910-997-2689
JASON CORNET	8775 HWY 52 MAIN STREET ROCKWELL NC 28138	704-279-9112
BARRY TRAUB	2640 SUNSET BLVD ROCKY MOUNT NC 27801	252-443-6102
BARRY TRAUB	1211 EAST RALEIGH BOULEVARD ROCKY MOUNT NC 27801	252-446-2998
BARRY TRAUB	3752 WESLEYAN BLVD ROCKY MOUNT NC 27809	252-446-7711
BARRY TRAUB	749 SOUTH WESLEYAN BOULEVARD ROCKY MOUNT NC 27803	252-977-9704
MATTHEW TRAUB	950 N WESLEYAN BLVD ROCKY MOUNT NC 27804	252-443-1929
DANIEL CHAPMAN	13545 NC HIGHWAY 210 ROCKY POINT NC 28457	910-602-7795
ANDREW MARTIN, JR.	415 S MAIN ST ROLESVILLE NC 27571	919-556-7686
ANTHONY P DELLIGATTI	737 N MADISON BLVD ROXBORO NC 27573	336-322-4216
KAREN E GAINNEY	1040 BETHANIA DRIVE RURAL HALL NC 27045	336-969-1886
JASON CORNET	704 E INNES ST SALISBURY NC 28144	704-638-5566
JASON CORNET	1957 JAKE ALEXANDER BOULEVARD WEST SALISBURY NC 28147	704-636-0786
JASON CORNET	601 JAKE ALEXANDER BLVD SALISBURY NC 28144	704-636-0939
JASON CORNET	PEELER RD AND LANE PKWY I85 EXIT 71 SALISBURY NC 28144	704-639-2277
CHRISTAL V COLE	1909 PENDERGRASS ROAD SANFORD NC 27330	919-776-0133
GAFFNEY W GUNTER II	335 US HWY 70 E SELMA NC 27576	919-965-8379
CHRISTAL V COLE	4191 NC HIGHWAY 211 SEVEN LAKES NC 27376	910-673-2489
DENNIS ANDERSON	4636 MAIN ST SHALLOTTE NC 28459	910-754-5166
ADRIAN T SMITH	2001 E CLEVELAND MALL SHELBY NC 28150	704-487-8855
ADRIAN T SMITH	206 EAST DIXON BLVD SHELBY NC 28150	704-487-1426
GAFFNEY W GUNTER II	1209 BRIGHTLEAF BLVD SMITHFIELD NC 27577	919-934-3588
FREDERICK G HUEBNER, III	884 W MARKET ST SMITHFIELD NC 27577	919-934-9306
DANIEL CHAPMAN	930 HWY 210 SNEADS FERRY NC 28460	910-327-2695
JOSEPH D POWELL, JR.	1033 KINGOLD BLVD SNOW HILL NC 28580	252-747-7231
DENNIS ANDERSON	4992 LONG BEACH RD SE SOUTHPORT NC 28461	910-457-9410
JEFFREY S STANTON	810 W MAIN ST SPINDALE NC 28160	828-287-5247
LISA SALEEBY-POWELL	207 MURCHISON ROAD SPRING LAKE NC 28390	910-497-4812
LISA SALEEBY-POWELL	6851 OVERHILLS ROAD SPRING LAKE NC 28390	910-960-2499
HEATHER JOYNER	NC HIGHWAY 226 SOUTH SPRUCE PINE NC 28777	828-765-0309
KENNETH P RUST	921 W BROAD ST ST PAULS NC 28384	910-241-3108
ADRIAN T SMITH	4405 POTTER RD STALLINGS NC 28104	704-821-6784
JASON CORNET	110 SIGNAL HILL DR STATESVILLE NC 28677	704-872-4549
JASON CORNET	3203 TAYLORSVILLE HIGHWAY STATESVILLE NC 28625	704-872-6718
JASON CORNET	975 GLENWAY DR STATESVILLE NC 28677	704-871-8545
JASON CORNET	229 MOCKSVILLE HWY STATESVILLE NC 28625	704-873-1110

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DENNIS ANDERSON	7105 OCEAN HWY SW SUNSET BEACH NC 28468-6104	910-575-2818
DENNIS ANDERSON	40 OCEAN HWY W SUPPLY NC 28462	910-754-9466
STEVEN CHAPMAN	13481 NC HWY 50 SURF CITY NC 28445	910-329-0495
WILLIAM H PURCELL	905 W CORBETT STREET SWANSBORO NC 28584	910-325-1273
KATE LIMA-RAPPS	39 SKYLAND DRIVE SYLVA NC 28779-2619	828-586-2009
ANDREW HARNISH	25 TABOR CROSSING TABOR CITY NC 28463	910-377-3261
MATTHEW TRAUB	1500 WESTERN BLVD TARBORO NC 27886	252-823-0966
JOHN R LINK	561 W MAIN AVE TAYLORSVILLE NC 28681	828-632-2004
RON BAILEY, JR.	1019 RANDOLPH ST THOMASVILLE NC 27360	336-475-9718
JASON CORNET	1035 CHARLOTTE HIGHWAY TROUTMAN NC 28166	704-528-9222
RON BAILEY, JR.	322 ALBEMARLE RD TROY NC 27371	910-576-2120
HEATHER JOYNER	443 MAIN ST W VALDESE NC 28690	828-879-9363
ADRIAN T SMITH	1114 CASWELL ST WADESBORO NC 28170	704-694-4727
GAFFNEY W GUNTER II	1001 FORESTVILLE ROAD WAKE FOREST NC 27587	919-554-8094
CHARLES A REID	865 DURHAM RD WAKE FOREST NC 27587	919-554-1095
DICKIE E BRITT, II	5226 REIDSVILLE ROAD WALKERTOWN NC 27051	336-595-3173
STEVEN CHAPMAN	5709 NC HIGHWAY 41 SOUTH WALLACE NC 28466	910-285-5064
DANIEL CHAPMAN	2670 NC HWY 24 WEST WARSAW NC 28398	910-293-7305
WILLIAM H PURCELL	1408 CAROLINA AVE WASHINGTON NC 27889	252-940-1501
JOSHUA M RANFT	2532 CUTHBERTSON RD WAXHAW NC 28173	704-843-1400
SHERMAN FAN	825 RUSS AVE WAYNESVILLE NC 28786	828-452-5368
WILLIAM HOLDER	2900 WENDELL BLVD WENDELL NC 27591	919-365-3625
JOSHUA M RANFT	5925 WEDDINGTON ROAD WESLEY CHAPEL NC 28104	704-821-1048
DONALD R MOORE	11 ASHEMONT DR WEST JEFFERSON NC 28694	336-246-3061
KENNETH P RUST	1408 S MADISON ST WHITEVILLE NC 28472	910-642-6871
KENNETH P RUST	1110 N JK POWELL BOULEVARD WHITEVILLE NC 28472	910-640-2170
JIM W SMITH	6401 BURLINGTON ROAD WHITSETT NC 27377	336-449-0790
KATE LIMA-RAPPS	748 CASINO TRAIL WHITTIER NC 28789	828-497-3535
HEATHER JOYNER	1834 W US HWY 421 WILKESBORO NC 28697	336-667-7401
JOSEPH D POWELL, JR.	823 EAST BLVD WILLIAMSTON NC 27892	252-792-1505
DAVID W ANDERSON	5210 S COLLEGE RD WILMINGTON NC 28412	910-799-4561
DAVID W ANDERSON	2519 NORTH COLLEGE ROAD WILMINGTON NC 28405	910-792-6900
DENNIS ANDERSON	4301 MARKET ST WILMINGTON NC 28405	910-762-6601
DENNIS ANDERSON	2543 CAROLINA BEACH RD WILMINGTON NC 28401	910-799-6970
DENNIS ANDERSON	6860 MARKET ST WILMINGTON NC 28411	910-392-6757
DENNIS ANDERSON	1415 COMMONWEALTH AVE WILMINGTON NC 28403	910-256-2730
DENNIS ANDERSON	822 S COLLEGE RD WILMINGTON NC 28403	910-395-4627
DENNIS ANDERSON	2541 CASTLE HAYNE RD WILMINGTON NC 28405	910-763-9222
DENNIS ANDERSON	6404 CAROLINA BEACH RD WILMINGTON NC 28409	910-791-8008
DENNIS ANDERSON	108 HAYS LANE WILMINGTON NC 28411	910-681-1131
STEVEN CHAPMAN	2702 S COLLEGE RD WILMINGTON NC 28412	910-799-0024
SARA K POWELL	5028 US HWY 264 WEST WILSON NC 27893	252-246-0287
JOSEPH D POWELL, JR.	2802 RALEIGH RD NW WILSON NC 27893	252-243-7077
JOSEPH D POWELL, JR.	1454 TARBORO STREET WEST WILSON NC 27893	252-237-8494
BARRY TRAUB	4816 WARD BLVD WILSON NC 27893	252-291-3344
BARRY TRAUB	2100 W NASH ST WILSON NC 27893	252-291-7041
THOMAS A RANFT	4003 US HWY 74 E WINGATE NC 28174	704-233-1700
RON BAILEY, JR.	780 MARTIN LUTHER KING DR WINSTON SALEM NC 27101	336-721-1735
RON BAILEY, JR.	195 AKRON DR WINSTON SALEM NC 27105	336-722-2761
RON BAILEY, JR.	426 JONESTOWN RD WINSTON SALEM NC 27104	336-774-0773
RON BAILEY, JR.	290 S STRATFORD RD WINSTON SALEM NC 27103	336-725-4999
RON BAILEY, JR.	12292 NC HIGHWAY 150 WINSTON SALEM NC 27127	336-764-3402
DICKIE E BRITT, II	2900 REYNOLDA RD WINSTON SALEM NC 27106	336-723-1396
DICKIE E BRITT, II	3401 ROBINHOOD RD WINSTON SALEM NC 27106	336-774-1625
DICKIE E BRITT, II	110 HANES MALL CIR WINSTON SALEM NC 27103	336-765-4085
DICKIE E BRITT, II	2060 VILLAGE LINK ROAD WINSTON SALEM NC 27106	336-922-1030
DICKIE E BRITT, II	7742 NORTH POINT BOULEVARD WINSTON SALEM NC 27106	336-759-0090
KAREN E GAINNEY	5998 UNIVERSITY PKY WINSTON SALEM NC 27105	336-377-9416
RON BAILEY, JR.	1460 TRADE MART BLVD WINSTON-SALEM NC 27107	336-785-9190
RON BAILEY, JR.	4451 WALLBURG LANDING DRIVE WINSTON-SALEM NC 27107	336-788-3250
DANIEL CHAPMAN	4125 S MEMORIAL DRIVE WINTERVILLE NC 28590	252-756-0214
CHRISTINE A POPPE	HWY 601 & 421 YADKINVILLE NC 27055	336-679-2834
ANTHONY P DELLIGATTI	HWY 86/158 YANCEYVILLE NC 27379	336-694-1241
CHARLES A REID	1110 US HIGHWAY 1 YOUNGSVILLE NC 27596	919-569-9953
JOHN BRADLEY HUEBNER	141 WAKELON ST ZEBULON NC 27597	919-269-6650
CATLIN DOHERTY	1535 BURNT BOAT DR BISMARCK ND 58501	701-224-8876
MICHAEL J DOHERTY	2631 STATE ST BISMARCK ND 58501-0668	701-221-2908

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL J DOHERTY	4000 MIRIAM AVENUE BISMARCK ND 58501	701-355-4429
DAVID WILLIAMS	150 BISMARCK EXPY BISMARCK ND 58501-5086	701-222-3957
DAVID WILLIAMS	605 E MAIN AVE BISMARCK ND 58501-4458	701-258-3625
MICHAEL J DOHERTY	124 4TH ST SW DEVILS LAKE ND 58301	701-662-3285
MICHAEL O KELLEY	212 MUSEUM DR DICKINSON ND 58601-3932	701-483-0345
KEVIN L COOK	2424 S UNIVERSITY DR FARGO ND 58103-5735	701-232-8636
KEVIN L COOK	1001 38TH ST S FARGO ND 58106-2114	701-282-5796
KEVIN L COOK	1220 19TH AVE N FARGO ND 58102	701-232-8480
KEVIN L COOK	4501 19TH AVE SW FARGO ND 58103	701-281-2348
KEVIN L COOK	3220 39TH ST S FARGO ND 58104	701-281-0481
KEVIN L COOK	5640 23RD AVENUE SOUTH FARGO ND 58104	701-364-9667
MICHAEL J DOHERTY	1125 S WASHINGTON ST GRAND FORKS ND 58201-5430	701-772-0231
MICHAEL J DOHERTY	4340 GATEWAY DR GRAND FORKS ND 58201	701-746-7980
MICHAEL J DOHERTY	2910 32ND AVE GRAND FORKS ND 58201-6024	701-772-2410
CATLIN DOHERTY	817 20TH ST SW JAMESTOWN ND 58401-6132	701-252-9538
DAVID WILLIAMS	2601 MEMORIAL HWY SE MANDAN ND 58554	701-663-0353
MICHAEL J DOHERTY	1400 24TH AVE SW MINOT ND 58701-6903	701-852-2389
MICHAEL J DOHERTY	711 S BROADWAY MINOT ND 58701	701-852-2310
MICHAEL J DOHERTY	101 31ST AVE SW MINOT ND 58701	701-858-0002
MICHAEL J DOHERTY	1385 8TH AVE. SW VALLEY CITY ND 58072	701-490-3637
GLEN P COOK	105 N 12TH ST WAHPETON ND 58075-4135	701-642-5441
KEVIN L COOK	501 MAIN AVE E WEST FARGO ND 58078-1929	701-281-9092
MICHAEL O KELLEY	2222 2ND AVE W WILLISTON ND 58801-3410	701-572-2364
JOSEPH JOHNSON	1449 W 3RD AVE ALLIANCE NE 69301-3127	308-762-8762
GREG HALL	1601 Q ST AURORA NE 68818	402-694-4040
MITCHELL J HRUBY	1220 N 6TH ST BEATRICE NE 68310-2019	402-228-4106
STEVEN LEONARD	1608 GALVIN RD BELLEVUE NE 68005-3809	402-292-6100
STEVEN LEONARD	3609 SUMMIT PLAZA DR BELLEVUE NE 68123-1090	402-292-7704
BLAKE E ZOGLEMAN	10201 S 21ST BELLEVUE NE 68123	402-292-4575
STEVEN LEONARD	929 WASHINGTON BLAIR NE 68008	402-426-4688
GREG HALL	123 E SOUTH E ST BROKEN BOW NE 68822	308-872-2832
JOSEPH JOHNSON	1180 W HWY 20 CHADRON NE 69337	308-432-3998
GREG HALL	3210 23RD ST COLUMBUS NE 68601-3126	402-564-6600
STEVEN LEONARD	435 E 23RD ST FREMONT NE 68025	402-721-3818
JOSEPH JOHNSON	1855 10TH ST GERING NE 69341	308-436-7407
BLAKE E ZOGLEMAN	320 S LAKE AVE GOTHENBURG NE 69138	402-537-2111
CORY R HALL	3323 WEST STATE STREET GRAND ISLAND NE 68803	308-381-0434
GREG HALL	1317 W 2ND ST GRAND ISLAND NE 68801-5711	308-382-3323
DUSTIN J DARMODY	14363 S HWY 31 GRETNA NE 68028	402-332-5150
GREG HALL	1510 N BURLINGTON HASTINGS NE 68901-3026	402-462-9884
GREG HALL	900 W J ST HASTINGS NE 68901	402-463-5123
GREG HALL	410 WEST 4TH AVENUE HOLDREGE NE 68949	308-995-5066
CORY R HALL	715 2ND AVE KEARNEY NE 68847-7811	308-237-9383
CORY R HALL	5605 1ST AVE KEARNEY NE 68847	308-236-2111
GREG HALL	621 E 25TH ST KEARNEY NE 68847-5517	308-237-3668
BLAKE E ZOGLEMAN	8003 S 84TH ST LA VISTA NE 68128	402-597-6162
BLAKE E ZOGLEMAN	2706 PLUM CREEK PKWY LEXINGTON NE 68850-5614	308-324-2922
MELISA A ESSIG	2700 S 48TH ST LINCOLN NE 68506-2502	402-488-7083
MELISA A ESSIG	5327 CORNHUSKER HWY LINCOLN NE 68504-1428	402-464-0973
MELISA A ESSIG	1028 SAUNDERS LINCOLN NE 68521-2326	402-476-2538
MELISA A ESSIG	547 N 48TH ST LINCOLN NE 68504-3404	402-464-2290
MELISA A ESSIG	2641 TICONDEROGA DRIVE LINCOLN NE 68521	402-435-5444
MELISA A ESSIG	875 N 27TH ST LINCOLN NE 68502	402-474-5017
MELISA A ESSIG	2140 K STREET LINCOLN NE 68510	402-477-5001
MITCHELL J HRUBY	3330 S 10TH ST LINCOLN NE 68502-4403	402-423-1355
MITCHELL J HRUBY	1141 W BOND LINCOLN NE 68521-3632	402-475-5238
MITCHELL J HRUBY	5800 OLD CHENEY RD LINCOLN NE 68516-3583	402-421-8303
MITCHELL J HRUBY	345 WEST O STREET LINCOLN NE 68522	402-438-6630
MITCHELL J HRUBY	2700 PINE LAKE RD LINCOLN NE 68516	402-328-8727
MOHAMED RADY	6500 O ST LINCOLN NE 68510-2330	402-466-5766
RICHARD H STULL	501 N HWY 83 MCCOOK NE 69001	308-345-7474
ERIN BARR	1512 S 11TH NEBRASKA CITY NE 68410	402-873-6466
NATHAN R LEONARD	813 S 13TH ST NORFOLK NE 68701-5747	402-379-1800
NATHAN R LEONARD	1205 RIVERSIDE BLVD NORFOLK NE 68701	402-371-4048
BLAKE E ZOGLEMAN	3211 NEWBERRY RD NORTH PLATTE NE 69101	308-534-1733
BLAKE E ZOGLEMAN	1301 S. DEWEY ST. NORTH PLATTE NE 69101	308-534-4007
JOSEPH JOHNSON	301 STAGECOACH TRAIL 180 EXIT 126 OGALLALA NE 69153	308-284-2274

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DUSTIN J DARMODY	122 S 40TH ST OMAHA NE 68131-3004	402-558-3300
DUSTIN J DARMODY	9009 OLD MILITARY AVE OMAHA NE 68134	402-571-0800
DUSTIN J DARMODY	3606 S 84TH OMAHA NE 68124-3900	402-399-8700
DUSTIN J DARMODY	7717 W DODGE OMAHA NE 68114-3636	402-390-0800
DUSTIN J DARMODY	3404 N 108TH ST OMAHA NE 68164-2907	402-493-9555
DUSTIN J DARMODY	11330 W DODGE OMAHA NE 68154-2620	402-496-3555
DUSTIN J DARMODY	4404 N 30TH OMAHA NE 68111	402-451-3460
DUSTIN J DARMODY	3805 N 132ND ST OMAHA NE 68164	402-431-8437
DUSTIN J DARMODY	3909 S 42ND OMAHA NE 68107	402-731-2700
DUSTIN J DARMODY	2760 S 13TH ST OMAHA NE 68108	402-341-0411
DUSTIN J DARMODY	4635 N 72ND ST OMAHA NE 68134	402-573-0077
DUSTIN J DARMODY	3575 NORTH 168TH COURT OMAHA NE 68116	402-289-1644
DUSTIN J DARMODY	1925 N 72ND ST. OMAHA NE 68134	402-390-1179
KARIN DARMODY	1525 N 205TH ST OMAHA NE 68022	531-867-8508
NATHAN R LEONARD	13708 Q ST OMAHA NE 68137	402-896-0400
STEVEN LEONARD	10777 Q ST OMAHA NE 68127-2931	402-592-5100
STEVEN LEONARD	9505 S 144TH ST OMAHA NE 68137	402-896-5225
STEVEN LEONARD	18320 WRIGHT ST OMAHA NE 68130	402-333-0788
STEVEN LEONARD	17805 WELCH PLAZA OMAHA NE 68135	402-932-2882
BLAKE E ZOGLEMAN	2410 CUMING ST OMAHA NE 68131-1630	402-342-1226
BLAKE E ZOGLEMAN	14449 W CENTER RD OMAHA NE 68144	402-691-8266
BLAKE E ZOGLEMAN	7400 N 30TH OMAHA NE 68112	402-453-6889
NATHAN R LEONARD	212 E HWY 20 O'NEILL NE 68763	402-336-4676
NATHAN R LEONARD	1410 S WASHINGTON PAPILLION NE 68046	402-331-7600
JOSEPH JOHNSON	419 WEST 27TH STREET SCOTTSBLUFF NE 69361	308-632-6511
MELISA A ESSIG	1397 PROGRESSIVE RD SEWARD NE 68434	402-643-3789
JOSEPH JOHNSON	2984 UPLAND PARKWAY SIDNEY NE 69162	308-254-3184
MARK WHEELDON	600 DAKOTA AVE SOUTH SIOUX CITY NE 68776	402-494-6928
NATHAN R LEONARD	101 W HIGHWAY 20 VALENTINE NE 69201	402-376-1714
MELISA A ESSIG	13821 GUILDFORD STREET WAVERLY NE 68462	402-786-2200
NATHAN R LEONARD	617 TOMAR DR WAYNE NE 68787	402-375-3923
GREG HALL	1246 N LINCOLN WEST POINT NE 68788	402-372-2423
CORY R HALL	4012 SOUTH LINCOLN AVE YORK NE 68467	402-362-2363
MICHAEL GAMBINO	15 HOMESTEAD PLACE ALTON NH 03809	603-875-6464
CHARLES T COUGHLIN	231 WASHINGTON ST CLAREMONT NH 03743	603-543-1577
PETER NAPOLI	117 LOUDON RD CONCORD NH 03301	603-228-8873
PETER NAPOLI	90 S MAIN ST CONCORD NH 03301	603-224-9819
PETER NAPOLI	111 FISHERVILLE RD CONCORD NH 03303	603-226-2297
MICHAEL GAMBINO	45 CRYSTAL AVE DERRY NH 03038	603-432-2231
PETER NAPOLI	912 CENTRAL AVE DOVER NH 03820	603-742-9813
MICHAEL GAMBINO	56 CALEF HIGHWAY EPPING NH 03042	603-679-8544
MICHAEL GAMBINO	1881 DOVER RD EPSOM NH 03234	603-736-8474
PETER NAPOLI	148 PORTSMOUTH AVE EXETER NH 03833	603-778-8919
PETER NAPOLI	822 CENTRAL ST FRANKLIN NH 03235	603-934-9820
MICHAEL GAMBINO	569 MAST RD GOFFSTOWN NH 03045	603-625-1278
PETER NAPOLI	214 MAIN ST GORHAM NH 03581	603-466-2275
PETER NAPOLI	63 OCEAN ROAD GREENLAND NH 03840	603-427-1620
PETER NAPOLI	663 LAFAYETTE RD HAMPTON NH 03842	603-929-3674
PETER NAPOLI	316 WEST MAIN ST HILLSBOROUGH NH 03244	603-464-4664
MICHAEL GAMBINO	1254 HOOKSETT RD HOOKSETT NH 03106	603-518-5775
PETER NAPOLI	75 DERRY RD HUDSON NH 03051	603-889-9528
PETER NAPOLI	251 LOWELL RD HUDSON NH 03051	603-882-9603
JOSEPH SPADEA	85 PETERBOROUGH ST JAFFREY NH 03452	603-532-4517
PETER NAPOLI	317 WINCHESTER ST KEENE NH 03431	603-352-9610
PETER NAPOLI	1231 UNION AVE LACONIA NH 03246	603-524-9394
PETER NAPOLI	258 MAIN STREET LANCASTER NH 03584	603-788-2123
MICHAEL GAMBINO	44 CONCORD RD LEE NH 03857	603-868-6237
PETER NAPOLI	MAIN ST/RT 112T LINCOLN NH 03251	603-745-8006
JAMES BARTLEY	75 OLD COUNTY ROAD LITTLETON NH 03561	603-444-3933
MICHAEL GAMBINO	39 NASHUA RD LONDONDERRY NH 03053	603-434-3570
MICHAEL GAMBINO	196 S WILLOW ST MANCHESTER NH 03103	603-623-9259
MICHAEL GAMBINO	907 2ND ST MANCHESTER NH 03102	603-627-4793
MICHAEL GAMBINO	907 HANOVER ST MANCHESTER NH 03109	603-606-4967
PETER NAPOLI	2287 BROWN AVE MANCHESTER NH 03103	603-647-0000
PETER NAPOLI	209 DANIEL WEBSTER HWY MEREDITH NH 03253	603-279-8501
DONALD A WRIGHT, JR.	9 DOBSON RD MERRIMACK NH 03054	603-429-3800
MICHAEL GAMBINO	599 NASHUA ST MILFORD NH 03055	603-672-9265

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL GAMBINO	45 E HOLLIS ST NASHUA NH 03060	603-880-3050
ROBERT V HOGAN	255 DANIEL WEBSTER HWY NASHUA NH 03060	603-891-0419
DONALD A WRIGHT, JR.	3 NORTHEASTERN BLVD NASHUA NH 03062	603-821-3099
PETER NAPOLI	49 GOSLING RD NEWINGTON NH 03801	603-436-9771
CHARLES T COUGHLIN	20 JOHN STARK HWY NEWPORT NH 03773	603-863-7818
PETER NAPOLI	1750 WHITE MOUNTAIN HWY NORTH CONWAY NH 03818	603-356-9753
PETER NAPOLI	113 BRIDGE STREET PELHAM NH 03076	603-635-9926
PETER NAPOLI	11 RIDGEVIEW LANE PLYMOUTH NH 03264	603-238-9047
PETER NAPOLI	1000 LAFAYETTE RD PORTSMOUTH NH 03801	603-436-9689
MICHAEL GAMBINO	10 FREETOWN ROAD RAYMOND NH 03077	603-895-9396
PETER NAPOLI	161 WAKEFIELD ST ROCHESTER NH 03867	603-332-9848
PETER NAPOLI	291 N MAIN ST ROCHESTER NH 03867	603-332-6829
PETER NAPOLI	225 S BROADWAY SALEM NH 03079	603-898-7923
PETER NAPOLI	710 LAFAYETTE ROAD SEABROOK NH 03874	603-474-8361
PETER NAPOLI	5 TILTON ROAD TILTON NH 03276	603-286-7332
PETER NAPOLI	4 NICHOLS MILL LANE WARNER NH 03278	603-456-2805
PETER NAPOLI	RTE 12A 249 PLAINFIELD ROAD WEST LEBANON NH 03784	603-298-9845
PETER NAPOLI	RTE 16 & RTE 25 WEST OSSIPEE NH 03890	603-539-3534
PETER NAPOLI	124B INDIAN ROCK RD WINDHAM NH 03087	603-893-8205
JAMES BARTLEY	10 FOREST AVENUE WOODSVILLE NH 03785	603-747-3114
ALANA MARINELLO	1108 NJ-34 ABERDEEN NJ 07747	732-583-9696
KAREN TRAA	551 WHITE HORSE PIKE ABSECON NJ 08201	609-645-2772
KENNETH A HULLINGS	1501 MAIN ST ASBURY PARK NJ 07712	732-774-1785
RITA J MACK	31 ARKANSAS AVE ATLANTIC CITY NJ 08401	609-344-1077
RITA J MACK	600 N ALBANY AVE ATLANTIC CITY NJ 08401	609-347-7737
ALANA MARINELLO	970 RT 36 ATLANTIC HIGHLANDS NJ 07716	732-291-7474
MARGARET GILLIS	1256 SAINT GEORGE AVE AVENEL NJ 07001	732-636-5975
DANIEL CHAPMAN	580 N MAIN ST BARNEGAT NJ 08005	609-660-1021
DOUGLAS F DAMIANO	157 W 63RD ST BAYONNE NJ 07002	201-339-3174
ANA M MADAN	537 BROADWAY BAYONNE NJ 07002	201-858-9054
JOHN R SCARI	417 ATLANTIC CITY BLVD BAYVILLE NJ 08721	732-269-5777
ANA M MADAN	663 WASHINGTON AVE BELLEVILLE NJ 07109	973-751-6700
ARIANA RUSSO	173 FRANKLIN STREET BELLEVILLE NJ 07109	973-751-5218
BRIAN HAIRSTON	326 S WASHINGTON AVE BERGENFIELD NJ 07621-3751	201-384-0905
RICHARD DOANE	230 WHITE HORSE PIKE BERLIN NJ 08009	856-767-0311
RICHARD DOANE	270 ROUTE 73 NORTH BERLIN NJ 08091	856-767-6860
KEVIN L SMOLAR	1521 BLACKWOOD CLEMENTON ROAD BLACKWOOD NJ 08012	856-227-7123
ANA M MADAN	425 BROAD STREET CTR BLOOMFIELD NJ 07003	973-429-7244
HERBERT THOMAS	568 MYRTLE AVE BOONTON NJ 07005	973-316-6115
THOMAS SMOLAR	255 RT 130 BORDENTOWN NJ 08505	609-298-9802
ANGELA ADDERLEY	944 RT 202 S BRANCHBURG NJ 08876	908-595-1381
KENNETH A HULLINGS	191 VAN ZILE ROAD BRICK TOWNSHIP NJ 08724	732-840-8591
KENNETH A HULLINGS	106 CHAMBERS BRIDGE RD BRICKTOWN NJ 08723	732-477-4280
CHRISTOPHER COTTRELL	1056 N PEARL ST BRIDGETON NJ 08302	856-451-9165
CHRISTOPHER COTTRELL	56 E BROAD ST BRIDGETON NJ 08302	856-453-4787
ANTHONY J SCARI	680 PROMENADE BLVD BRIDGEWATER NJ 08807	732-627-9230
PATRICK POWERS	118 TRENTON RD BROWN MILLS NJ 08015	609-893-6992
THERESA M SANTORO	ROUTE 130 NORTH/JACKSON ST BURLINGTON NJ 08016	609-387-9191
THERESA M SANTORO	2102 MT. HOLLY ROAD BURLINGTON NJ 08016	609-386-0632
MATTHEW COTTRELL	1479 ROUTE 23 BUTLER NJ 07405	973-492-0271
BRIAN A SCARI	USHY 206 & LAKE LACKAWANNA BYRAM NJ 07874	973-448-1117
CHRISTIAN H RAWDEN	2720 MOUNT EPHRAIM AVE CAMDEN NJ 08104	856-962-8077
GRANT SKYLLAS	HADDON AVE & FEDERAL ST CAMDEN NJ 08103	856-963-9658
RICHARD DOANE	227 N MAIN ST CAPE MAY COURT HOUSE NJ 08210	609-465-4604
STEVEN CHAPMAN	835 ROOSEVELT AVE CARTERET NJ 07008	732-541-2100
JOHN R SCARI	35 MORRIS COUNTY MALL CEDAR KNOLLS NJ 07927	973-267-6232
RICHARD DOANE	801 RT 38 CHERRY HILL NJ 08002	856-665-9601
RICHARD DOANE	24 W MARLTON PIKE CHERRY HILL NJ 08034	856-428-0150
KEVIN L SMOLAR	2428 KAIGHNS AVENUE CHERRY HILL NJ 08002	856-779-2000
THERESA M SANTORO	100 RT 130 N CINNAMINSON NJ 08077	856-303-2280
JOHN R SCARI	108 CENTRAL AVE CLARK NJ 07066	732-396-3445
MARGARET GILLIS	RT 35 & AMBOY CLIFFWOOD BEACH NJ 07735	732-739-1592
PHILIP J KOURY	185 CENTER ST CLINTON NJ 08809	908-735-4499
ANTHONY J SCARI	10 SIMPSON RD COLUMBIA NJ 07832	908-496-8600
KRISTEN A HULLINGS	534 MONMOUTH RD CREAM RIDGE NJ 08514	609-259-0419
THERESA M SANTORO	4057 ROUTE 130 DELRAN NJ 08075	856-764-0647
KEVIN L SMOLAR	1106 HURFFVILLE ROAD DEPTFORD NJ 08096	856-845-6128

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PETER J FONSECA	730 ROUTE 18 NORTH EAST BRUNSWICK NJ 08816	732-613-8088
MARGARET GILLIS	361 SOUTH RT 18 EAST BRUNSWICK NJ 08816	732-257-6173
CHRISTOPHER COTTRELL	305 ROUTE 10 EAST EAST HANOVER NJ 07936	973-884-9689
JESSICA QUINTANA	375-379 CENTRAL EAST ORANGE NJ 07018	973-676-3170
DANIEL CHAPMAN	RT 130 & DUTCH NECK RD EAST WINDSOR NJ 08520	609-443-4433
CHRISTINE SERAPHIN	RT 35 & MAIN ST EATONTOWN NJ 07724	732-389-1764
DOUGLAS F DAMIANO	RIVER ROAD EDGEWATER NJ 07020	201-941-3084
MICHAEL E CLARK	4299 US SOUTH ROUTE 130 EDGEWATER PARK NJ 08010	609-877-8142
DOUGLAS F DAMIANO	59 HWY 27 EDISON NJ 08817	732-906-9540
DOUGLAS F DAMIANO	1511 ROUTE 1 EDISON NJ 08837	732-494-3121
PETER J FONSECA	1966 HWY 27 EDISON NJ 08817	732-985-3311
ANA M MADAN	1075 ROUTE 1 S EDISON NJ 08837	732-516-0505
KAREN TRAA	RT 30 & SAINT LOUIS AVE EGG HARBOR CITY NJ 08215	609-965-2580
JOHN R SCARI	6688 BLACKHORSE PIKE EGG HARBOR TOWNSHIP NJ 08234	609-484-7007
DANIEL CHAPMAN	420-34 RTE 1 N ELIZABETH NJ 07208	908-351-4548
CHRISTOPHER COTTRELL	33 BROAD ST ELIZABETH NJ 07201	908-527-9550
CHRISTOPHER COTTRELL	819-835 NORTH AVE ELIZABETH NJ 07201	908-469-8684
LINDA H DUNHAM	41/43 W PALISADE AVE ENGLEWOOD NJ 07631	201-894-0048
CHRISTOPHER COTTRELL	16 WILSON AVE ENGLISHTOWN NJ 07726	732-446-9312
ALANA MARINELLO	78 RT 9 ENGLISHTOWN NJ 07726	732-972-1663
BRIAN HAIRSTON	3701 BROADWAY FAIR LAWN NJ 07410	201-794-1313
HERBERT THOMAS	460 RT 46 E FAIRFIELD NJ 07004	973-882-1251
GEORGE R MICHELL	289 BERGEN BLVD FAIRVIEW NJ 07022	201-313-2560
RICHARD FONG	293 RT 206 FLANDERS NJ 07836	973-584-3853
PHILIP J KOURY	72 REAVILLE AVE FLEMINGTON NJ 08822	908-782-4550
CHRISTOPHER COTTRELL	176 COLUMBIA TPKE FLORHAM PARK NJ 07932	973-301-0347
DOUGLAS F DAMIANO	2152 LEMOINE AVENUE FORT LEE NJ 07024	201-944-4880
BRIAN A SCARI	RT 23 FRANKLIN NJ 07416	973-827-2557
MARGARET GILLIS	3636 RT 9 FREEHOLD NJ 07728	732-462-8474
JANICE AYALA	180 PASSAIC ST GARFIELD NJ 07026	973-777-9720
STEVEN C REEDY	216 NORTH AVE GARWOOD NJ 07027	908-789-1299
KEITH SMOLAR	656 DELSEA DRIVE GLASSBORO NJ 08028	856-881-2311
ANGELA ADDERLEY	10 US HIGHWAY 22 GREEN BROOK NJ 08812	908-753-0455
JULIO MORGAN GILLIS	343 RIVER ST HACKENSACK NJ 07601	732-768-6801
JULIO MORGAN GILLIS	193 ESSEX HACKENSACK NJ 07601	201-968-9878
ANTHONY J SCARI	202 MOUNTAIN AVE HACKETTSTOWN NJ 07840	908-852-3857
JOHN R SCARI	96 S WHITE HORSE PIKE HAMMONTON NJ 08037	609-561-8278
DIANE KOURY	461 RT 31 S HAMPTON NJ 08827	908-537-9333
GEORGE R MICHELL	329 RTE 17 SOUTH HASBROUCK HEIGHTS NJ 07604	201-288-5121
ALANA MARINELLO	31-20 ROUTE 35 HAZLET NJ 07730	732-203-0818
CHRISTOPHER COTTRELL	410 SOUTH US HIGHWAY 206 HILLSBOROUGH NJ 08844	908-359-3330
STEVEN CHAPMAN	RT 22 & LONG AVE HILLSIDE NJ 07205	908-686-4171
DOUGLAS F DAMIANO	234 WASHINGTON ST HOBOKEN NJ 07030	201-798-2078
DANIEL CHAPMAN	3410 RT 9 SOUTH HOWELL NJ 07731	732-367-7262
KEITH SMOLAR	122 DELSEA DRIVE HURFFVILLE NJ 08080	856-401-3040
CELESTINA S QUINTANA	783 SPRINGFIELD AVE IRVINGTON NJ 07111	973-373-9194
HARRY H CHAPMAN III	260 COUNTY LINE ROAD JACKSON NJ 08527	732-730-0123
HARRY H CHAPMAN III	1136 E VETERANS HIGHWAY JACKSON NJ 08527	732-364-1055
BRUCE D COLLEY	428 GRAND ST JERSEY CITY NJ 07303	201-433-0055
BRUCE D COLLEY	197 12TH ST JERSEY CITY NJ 07310	201-763-9994
ROSARIO IRACI	891 CUMMUNIPAW AVE JERSEY CITY NJ 07304	347-728-4266
ANA M MADAN	325 GROVE ST JERSEY CITY NJ 07303	201-333-7888
GEORGE R MICHELL	30 MALL DR W JERSEY CITY NJ 07310	201-604-3871
CELESTINA S QUINTANA	737 SECAUCUS RD JERSEY CITY NJ 07047	201-653-1057
CELESTINA S QUINTANA	2873 JOHN F KENNEDY BLVD JERSEY CITY NJ 07306	201-610-0029
CELESTINA S QUINTANA	260 CENTRAL AVE JERSEY CITY NJ 07307-3067	201-418-8506
JESSICA QUINTANA	390 MARTIN LUTHER KING DRIVE JERSEY CITY NJ 07305	201-434-2635
PHILIP J KOURY	735 S RT 15 PO BOX 395 LAKE HOPATCONG NJ 07849	973-663-5907
STEVEN CHAPMAN	98 RT 70 LAKEHURST NJ 08733	732-657-8200
JOHN R SCARI	408 RT 9 S LANOKA HARBOR NJ 08734	609-693-2981
KEVIN L SMOLAR	301 BRUNSWICK CIRCLE EXTENTION LAWRENCE TOWNSHIP NJ 08648	609-394-2800
THOMAS SMOLAR	2940 BRUNSWICK PIKE LAWRENCEVILLE NJ 08648	609-771-0236
RICHARD FONG	1117 ROUTE 46 WEST LEDGEWOOD NJ 07852	973-584-2244
ANTHONY J SCARI	53 BOONTON TPKE LINCOLN PARK NJ 07035	973-696-1334
ANGELA ADDERLEY	107 W EDGAR RD LINDEN NJ 07036	908-523-0246
PATRICK POWERS	517 WHITE HORSE PIKE LINDENWOLD NJ 08021	856-435-0489
JESSICA MATO	460 RT 9 S LITTLE EGG HARBOR NJ 08087	609-296-5600

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LINDA H DUNHAM	405 US HWY 46 EAST LITTLE FALLS NJ 07424	973-256-5318
JULIO MORGAN GILLIS	319 ROUTE 46 EAST LITTLE FERRY NJ 07643	201-641-9632
KENNETH A HULLINGS	229 BROADWAY ST LONG BRANCH NJ 07740	732-571-1072
MICHAEL E CLARK	700 WHITE HOURSE PIKE NORTH MAGNOLIA NJ 08049	856-784-5397
MATTHEW COTTRELL	150 RT 17 S MAHWAH NJ 07430	201-529-1247
RICHARD DOANE	403 DELSEA DR MALAGA NJ 08328	856-694-5116
DANIEL CHAPMAN	757 RT 72 W MANAHAWKIN NJ 08050	609-978-2763
KENNETH A HULLINGS	2428 RT 35 MANASQUAN NJ 08736	732-223-4131
ANTHONY J SCARI	60 N MAIN ST MANVILLE NJ 08835	908-595-9856
MARK HEINZ	760 W ROUTE 70 MARLTON NJ 08053	856-983-2550
KAREN TRAA	6048 HARDING HWY MAYS LANDING NJ 08330	609-625-1568
KAREN TRAA	4478 BLACK HORSE PIKE MAYS LANDING NJ 08330	609-909-9380
MICHAEL E CLARK	601 STOKES RD MEDFORD NJ 08055	609-953-0634
THOMAS SMOLAR	410 NJ STATE HWY 33 MERCERVILLE NJ 08619	609-890-9605
JOHN R SCARI	125 BOUND BROOK RD MIDDLESEX NJ 08846	732-968-2059
KENNETH A HULLINGS	925 HWY 35 MIDDLETOWN NJ 07748	732-671-0925
JOHN R SCARI	1027 N HIGH ST MILLVILLE NJ 08332	856-327-0606
PETER J FONSECA	3955 US HIGHWAY 1 MONMOUTH JUNCTION NJ 08852	732-422-7318
STEVEN CHAPMAN	1 GATEWAY BOULEVARD MONROE TWP NJ 08831	908-262-2692
MATTHEW POTTER	13 RT 23 RD MONTAGUE NJ 07827	973-293-3671
KEITH SMOLAR	1 W CAMDEN AVE MOORESTOWN NJ 08057	856-727-1244
STEPHANIE A RAWDEN	259 S BLACK HORSE PIKE MOUNT EPHRAIM NJ 08059	856-931-0624
MICHAEL E CLARK	1660 STATE HWY 38 MOUNT HOLLY NJ 08060	609-261-4842
THERESA M SANTORO	1864 BURLINGTON-MOUNT HOLLY RD MOUNT HOLLY NJ 08060	609-267-8544
MICHAEL E CLARK	3049 ROUTE 38 MOUNT LAUREL NJ 08054	856-778-9021
MICHAEL E CLARK	1108 ROUTE 73 MOUNT LAUREL NJ 08054	856-778-4499
ANTHONY J SCARI	30 INTERNATIONAL DR SOUTH MOUNT OLIVE NJ 07828	973-448-9107
KEVIN L SMOLAR	ROUTE 77 AND WALNUT LANE MULLICA HILL NJ 08062	856-223-8633
MARGARET GILLIS	RT 33 & 35 NEPTUNE NJ 07753	732-774-7907
MARGARET GILLIS	3542 RT 66 EAST NEPTUNE NJ 07753	732-922-2115
PETER J FONSECA	666 SOMERSET ST NEW BRUNSWICK NJ 08901	732-247-9814
ANTHONY J SCARI	1771 SPRINGFIELD AVE NEW PROVIDENCE NJ 07974	908-508-0045
CHRISTOPHER COTTRELL	872-934 FRELINGHUYSEN NEWARK NJ 07114	973-643-9657
CHRISTOPHER COTTRELL	101-115 CLINTON AVE NEWARK NJ 07101	973-824-4463
LINDA H DUNHAM	7944 PENN STATION NEWARK NJ 07102	973-624-5034
ANA M MADAN	561-575 MCCARTER HWY NEWARK NJ 07102	973-643-0810
ANA M MADAN	621-635 BROADWAY NEWARK NJ 07104	973-482-3002
ANA M MADAN	148 FERRY ST NEWARK NJ 07105	973-465-8684
CELESTINA S QUINTANA	334 W MARKET ST NEWARK NJ 07102	973-642-0064
JESSICA QUINTANA	915 18TH AVE NEWARK NJ 07106	973-371-2876
JESSICA QUINTANA	188 SPRINGFIELD AVENUE NEWARK NJ 07103	973-565-9438
ANTHONY J SCARI	126 WATER ST NEWTON NJ 07860	973-383-6100
GEORGE R MICHELL	8101 TONNELLE AVE NORTH BERGEN NJ 07047	201-868-9888
PETER J FONSECA	GEORGES & MILLTOWN RD NORTH BRUNSWICK NJ 08902	732-247-4774
MARGARET GILLIS	979 ROUTE 1 S NORTH BRUNSWICK NJ 08902	732-937-7368
ELIZABETH L HODGE	3857 BAYSHORE RD NORTH CAPE MAY NJ 08204	609-884-0840
JOHN R SCARI	1201 TILTON RD NORTHFIELD NJ 08225	609-646-5900
JOSEPH DAMIANO, JR.	240 LIVINGSTON ST NORTHVALE NJ 07647	201-767-9779
MATTHEW COTTRELL	5734 BERKSHIRE VALLEY RD OAK RIDGE NJ 07438	973-208-7539
CHRISTINE SERAPHIN	2000 RT 35 OCEAN NJ 07712	732-695-3185
PATRICK POWERS	900 WEST AVE OCEAN CITY NJ 08226	609-398-6554
ALANA MARINELLO	1111 RT 9 N OLD BRIDGE NJ 08857	732-525-5848
ANGELA ADDERLEY	145-147 MAIN ST ORANGE NJ 07050	862-520-1146
MATTHEW COTTRELL	1 GARDEN STATE PLAZA PARAMUS NJ 07652	201-368-3403
BRIAN HAIRSTON	828 RT 17 N PARAMUS NJ 07652	201-652-9428
MATTHEW COTTRELL	3111 RT 46 E PARSIPPANY NJ 07054	973-335-8533
JESSICA QUINTANA	1155 RT 46 E PARSIPPANY NJ 07054	973-316-5800
ANGELA ADDERLEY	15-31 CENTRAL AVE PASSAIC NJ 07055	973-779-9244
ANGELA ADDERLEY	90 DAYTON AVENUE PASSAIC NJ 07055	973-928-6505
ANGELA ADDERLEY	160 MARKET ST PATERSON NJ 07505	973-684-9351
ANGELA ADDERLEY	265 CROOKS AVE PATERSON NJ 07503	973-345-9138
ALISA C HARRISON	485-497 BROADWAY PATERSON NJ 07514	973-278-4710
ALISA C HARRISON	835 MARKET ST PATERSON NJ 07513	973-345-8830
ALISA C HARRISON	186-194 3RD AVENUE PATERSON NJ 07514	973-684-5335
STEPHANIE A RAWDEN	43 BORRELLI BLVD PAULSBORO NJ 08066	856-423-4783
MICHAEL E CLARK	1021 ROUTE 73 PENNSAUKEN NJ 08110	856-488-0410
GRANT SKYLLAS	6935 S CRESCENT BLVD PENNSAUKEN NJ 08110	856-665-7855



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHRISTIAN H RAWDEN	417 N BROADWAY PENNSVILLE NJ 08070	856-299-9268
STEVEN CHAPMAN	633 NEW BRUNSWICK AVE PERTH AMBOY NJ 08861	732-442-2980
SEAN MCINTYRE	660 MEMORIAL PKY E PHILLIPSBURG NJ 08865	908-859-2312
SEAN MCINTYRE	1215 ROUTE 22 WEST PHILLIPSBURG NJ 08865	908-859-5025
CHRISTOPHER COTTRELL	54 RT 46 W PINE BROOK NJ 07058	973-575-9606
PETER J FONSECA	1301 STELTON ROAD PISCATAWAY NJ 08854	732-985-9093
ANGELA ADDERLEY	234 W FRONT ST PLAINFIELD NJ 07060	908-753-2773
ANGELA ADDERLEY	1241 SOUTH AVE PLAINFIELD NJ 07062	908-769-0047
PETER J FONSECA	10 SCHALKS CROSSING ROAD PLAINSBORO NJ 08536	609-897-0190
KAREN TRAA	1045 BLACK HORSE PIKE PLEASANTVILLE NJ 08232	609-641-6900
JULIO MORGAN GILLIS	OCEAN AVE & ROUTE 35 POINT PLEASANT NJ 08742	732-899-2706
CHRISTOPHER COTTRELL	2024 RT 1 S RAHWAY NJ 07065	732-943-2602
HERBERT THOMAS	846 RT 17 N RAMSEY NJ 07446	201-327-0339
STEVEN C REEDY	130 RT 10 RANDOLPH NJ 07801	973-361-8383
ELIZABETH L HODGE	3201 ROUTE 9 SOUTH RIO GRANDE NJ 08242	609-465-7205
BRIAN HAIRSTON	1118 MAIN ST RIVER EDGE NJ 07661	201-489-9216
KEITH SMOLAR	855 MARKETPLACE BLVD ROBBINSVILLE NJ 08691	609-581-9600
LISA ANN IRACI	201 RT 46 ROCKAWAY NJ 07866	973-625-4308
CHRISTOPHER COTTRELL	251 SAINT GEORGE AVE ROSELLE NJ 07203	908-245-1490
DANIEL CHAPMAN	100-108 WESTFIELD AVE ROSELLE PARK NJ 07204	908-245-5383
CHRISTOPHER COTTRELL	RT 46 SADDLE BRK MALL SADDLE BROOK NJ 07663	201-845-8014
RICHARD DOANE	437 E BROADWAY SALEM NJ 08079	856-935-8400
STEVEN C REEDY	1967 ROUTE 22 SCOTCH PLAINS NJ 07076	908-322-5270
RICHARD DOANE	2087 RT 9 SEAVILLE NJ 08230	609-624-1600
GEORGE R MICHELL	400 PARK PLACE SECAUCUS NJ 07094	551-312-8104
PATRICK POWERS	582 BERLIN CROSS KEYS RD SICKLERVILLE NJ 08081	856-740-2240
DONNA M BELBEY	1786 HOOPER AVE SILVERTON NJ 08753	732-255-2205
KAREN TRAA	401 NEW RD SOMERS POINT NJ 08244	609-926-5900
MARGARET GILLIS	1065 EASTON AVE SOMERSET NJ 08873	732-247-1030
ANTHONY J SCARI	950 RTE 22 EAST SOMERVILLE NJ 08876	908-575-7940
MARGARET GILLIS	970 RT 9 SOUTH AMBOY NJ 08879	732-721-8040
PETER J FONSECA	316 DURHAM AVE SOUTH PLAINFIELD NJ 07080-2507	908-462-1877
MARGARET GILLIS	909 OAK TREE ROAD SOUTH PLAINFIELD NJ 07080	908-222-2163
MATTHEW COTTRELL	249 RT 10 E SUCCASUNNA NJ 07876	973-252-7499
CHRISTIAN H RAWDEN	CENTER SQUARE RD & I 295 SWEDESBORO NJ 08085	856-241-9452
KRISTEN A HULLINGS	588 SHREWSBURY AVE TINTON FALLS NJ 07724	732-530-0868
DONNA M BELBEY	371 RT 37 E TOMS RIVER NJ 08753	732-341-0099
DONNA M BELBEY	843 FISCHER BLVD TOMS RIVER NJ 08753	732-270-8400
LINDA CHAPMAN	42 RT 37 W TOMS RIVER NJ 08753	732-341-2665
LINDA CHAPMAN	2360 LAKEWOOD RD TOMS RIVER NJ 08755	732-942-9105
HARRY H CHAPMAN III	916 RT 37 W TOMS RIVER NJ 08753	732-473-9540
IRMA R ROSADO	501 CHAMBERS STREET TRENTON NJ 08609	609-989-1384
THOMAS SMOLAR	1885 N OLDEN AVE TRENTON NJ 08638	609-883-2815
THOMAS SMOLAR	2603 S BROAD ST TRENTON NJ 08610	609-888-9824
THOMAS SMOLAR	103-113 CASS ST TRENTON NJ 08611	609-394-2200
PATRICK POWERS	5801 RT 42 TURNERSVILLE NJ 08012	856-227-1740
PATRICK POWERS	3501 RT 42 TURNERSVILLE NJ 08012	856-875-4466
DANIEL CHAPMAN	2404 US 22 UNION NJ 07083	908-688-9066
ALANA MARINELLO	825 RT 36 UNION BEACH NJ 07735	732-264-3535
GEORGE R MICHELL	3215 KENNEDY BLVD UNION CITY NJ 07087	201-866-6777
CHRISTOPHER COTTRELL	833 N MAIN RD VINELAND NJ 08360	856-696-0749
MANISH SHAH	306 N DELSEA DR VINELAND NJ 08360	856-692-6710
MANISH SHAH	2707 S DELSEA DR VINELAND NJ 08360	856-692-9168
MICHAEL E CLARK	702-2 BERLIN RD VOORHEES NJ 08043	856-566-9670
JOHN R SCARI	1831 RT 35 S WALL TOWNSHIP NJ 07719	732-449-1666
MATTHEW COTTRELL	741 HAMBURG TPKE WAYNE NJ 07470	973-595-9893
CHRISTINE SERAPHIN	372 MONMOUTH RD WEST LONG BRANCH NJ 07764	732-870-9167
MATTHEW COTTRELL	43A MARSHALL HILL ROAD WEST MILFORD NJ 07480	973-728-1140
GEORGE R MICHELL	5400 BERGENLINE AVE WEST NEW YORK NJ 07093	201-205-1242
STEVEN C REEDY	573 NORTHFIELD AVE WEST ORANGE NJ 07052	862-520-1721
GRANT SKYLLAS	566 CUTHBERT BLVD WESTMONT NJ 08108	856-854-0261
CHRISTOPHER COTTRELL	RT 22 E & JUNIPER DR WHITE HOUSE STATION NJ 08889	908-534-0828
ELIZABETH L HODGE	RT 47 & PARK BLVD WILDWOOD NJ 08260	609-522-4470
PATRICK POWERS	10 S BLACKHORSE PIKE WILLIAMSTOWN NJ 08094	856-629-9450
THOMAS SMOLAR	605 BEVERLY RANOCAS RD WILLINGBORO NJ 08046	609-871-7171
MARGARET GILLIS	330 RT 9 N WOODBRIDGE NJ 07095	732-442-8704
DANIEL CHAPMAN	753 ST GEORGES AVE WOODBRIDGE TOWNSHIP NJ 07095-3157	732-636-1999

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICK POWERS	444 N BROAD ST WOODBURY NJ 08096	856-251-9224
STEPHANIE A RAWDEN	201 S EVERGREEN AVE WOODBURY HEIGHTS NJ 08097	856-848-8820
KEITH SMOLAR	RT 40 & 45 WOODSTOWN NJ 08098	856-769-2990
PATRICK POWERS	102 E MAIN ST WRIGHTSTOWN NJ 08562	609-723-0543
DAVID DE LA RIVA	I-40 EXIT 102 ACOMA NM 87034	505-552-9013
JOSHUA M RAMSEY	222 S WHITE SANDS RD ALAMOGORDO NM 88310-6563	575-437-2414
JOSHUA M RAMSEY	3610 NORTH WHITE SANDS BLVD. ALAMOGORDO NM 88310	575-488-1132
PATRICIA ARAGON	5900 MENAUL BLVD NE ALBUQUERQUE NM 87110-3240	505-884-3517
PATRICIA ARAGON	8315 MONTGOMERY NE ALBUQUERQUE NM 87109-1603	505-292-3171
PATRICIA ARAGON	2801 CARLISLE BLVD NE ALBUQUERQUE NM 87107	505-830-2453
STEVE A ARAGON	9515 CANDELARIA NE ALBUQUERQUE NM 87112-1304	505-298-5863
STEVE A ARAGON	11824 LOMAS BLVD NE ALBUQUERQUE NM 87112-5614	505-293-5512
STEVE A ARAGON	12601 MONTGOMERY NE ALBUQUERQUE NM 87111-4233	505-299-5297
LORENA CAMACHO	2305 CENTRAL AVE NW ALBUQUERQUE NM 87104	505-242-3300
LORENA CAMACHO	300 LOMAS BLVD NE ALBUQUERQUE NM 87102	505-246-0300
LORENA CAMACHO	1420 MONTANO RD NE ALBUQUERQUE NM 87107	505-345-1814
DEAN A CANTRALL	8001 HARPER DR NE ALBUQUERQUE NM 87109	505-823-9821
TANEA CANTRALL	9220 BROADWAY BLVD SE ALBUQUERQUE NM 87105	505-401-9153
JOSE NOEL DE LA RIVA	925 SAN PEDRO DR NE ALBUQUERQUE NM 87108-1849	505-265-4275
JOSE NOEL DE LA RIVA	5001 GIBSON SE ALBUQUERQUE NM 87108-4623	505-256-0450
JOSE NOEL DE LA RIVA	8601 CENTRAL NE ALBUQUERQUE NM 87108	505-255-9338
KENRIC GARCIA	5324 4TH ST NW ALBUQUERQUE NM 87107-5206	505-344-6314
KENRIC GARCIA	1501 COORS BLVD NW ALBUQUERQUE NM 87121	505-831-4740
KENRIC GARCIA	2200 CENTRAL AVE SE ALBUQUERQUE NM 87106	505-265-2750
KENRIC GARCIA	3445 ISLETA SW ALBUQUERQUE NM 87105	505-877-7830
KENRIC GARCIA	13301 E CENTRAL NE ALBUQUERQUE NM 87123-3035	505-292-9120
KENRIC GARCIA	5301 QUAIL NW ALBUQUERQUE NM 87120	505-839-4024
KENRIC GARCIA	1901 COORS BLVD SW ALBUQUERQUE NM 87121	505-877-3771
KENRIC GARCIA	1523 4TH ST SOUTH ALBUQUERQUE NM 87102	505-842-0276
KENRIC GARCIA	6221 RIVERSIDE PLACE ALBUQUERQUE NM 87120	505-899-4135
KENRIC GARCIA	150 NORTH 98TH STREET ALBUQUERQUE NM 87121	505-831-1571
KENRIC GARCIA	1120 INDIAN SCHOOL RD NE ALBUQUERQUE NM 87102	505-242-6512
KENRIC GARCIA	3701 LAS ESTANCIAS COURT SW ALBUQUERQUE NM 87121	505-873-6135
CLEMENTINA S GARZA	5700 MCMAHON BLVD NW ALBUQUERQUE NM 87114	505-897-1102
ROGELIO HERNANDEZ	1600 ALAMEDA BLVD NW ALBUQUERQUE NM 87106	505-897-0310
ROGELIO HERNANDEZ	8501 GOLF COURSE RD ALBUQUERQUE NM 87114	505-792-2200
ASHLEY KATE KARPENKO	6300 SAN MATEO NE ALBUQUERQUE NM 87107	505-508-1157
ASHLEY KATE KARPENKO	4300 OSUNA NE ALBUQUERQUE NM 87109	505-344-9100
ASHLEY KATE KARPENKO	6200 HOLLY AVENUE ALBUQUERQUE NM 87113	505-821-1521
NICHOLAS SNOWBERGER	210 SOUTH FIRST STREET ARTESIA NM 88210	575-748-9030
MICHAEL BRETT BRONSON	104 W AZTEC BLVD AZTEC NM 87410	505-334-6824
KENRIC GARCIA	503 N MAIN BELEN NM 87002-3719	505-864-3121
CLEMENTINA S GARZA	248 E HWY 44 BERNALILLO NM 87004	505-867-9060
KENRIC GARCIA	845 BOSQUE FARMS BLVD BOSQUE FARMS NM 87068	505-869-2685
NICHOLAS SNOWBERGER	327 S CANAL CARLSBAD NM 88220	575-725-5213
NICHOLAS SNOWBERGER	2311 W PIERCE CARLSBAD NM 88220	575-885-5789
JOHN SNOWBERGER	201 W 14TH ST CLOVIS NM 88101	575-762-0291
JOHN SNOWBERGER	2904 E MABRY DR CLOVIS NM 88101-8373	575-769-1880
ROBYN M SNOWBERGER	3801 N PRINCE ST CLOVIS NM 88101	575-935-9356
MICHAEL BRETT BRONSON	6401 HWY 550 CUBA NM 87013	575-289-2345
W DAVID KONOPNICKI	721 W PINE DEMING NM 88030	575-546-7736
NICHOLAS SNOWBERGER	2A SR 344 EDGEWOOD NM 87015	505-286-9400
CLEMENTINA S GARZA	1401 N RIVERSIDE ESPANOLA NM 87532	505-367-0020
MICHAEL BRETT BRONSON	2215 E MAIN ST FARMINGTON NM 87401-7717	505-327-4925
MICHAEL BRETT BRONSON	4750 E MAIN FARMINGTON NM 87401	505-324-0537
MICHAEL BRETT BRONSON	1608 W MAIN STREET FARMINGTON NM 87401	505-325-9200
J MARTIN DE LA RIVA	2614 W HWY 66 GALLUP NM 87301-6810	505-863-4369
JOSE NOEL DE LA RIVA	2300 E HISTORIC HIGHWAY 66 GALLUP NM 87301	505-722-6133
MAYRA A DE LA RIVA	700 US HIGHWAY 491 GALLUP NM 87301	505-722-0002
MAYRA A DE LA RIVA	1650 W MALONEY AVE GALLUP NM 87301	505-863-1955
J MARTIN DE LA RIVA	1700 W SANTA FE GRANTS NM 87020-3544	505-287-3584
KENNETH D FADKE	1709 N TURNER HOBBS NM 88240-3801	575-393-2918
KENNETH D FADKE	3726 N LOVINGTON HWY HOBBS NM 88240	575-492-0963
KENNETH D FADKE	415 SOUTH DAL PASO STREET HOBBS NM 88240	575-393-4137
MICHAEL C LAVIN	2330 E LOHMAN AVE LAS CRUCES NM 88005	575-526-4941
MICHAEL C LAVIN	2495 N MAIN LAS CRUCES NM 88005	575-525-8108
MICHAEL C LAVIN	1150 HICKORY DRIVE LAS CRUCES NM 88001	575-523-7972

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL C LAVIN	1751 E UNIVERSITY AVE LAS CRUCES NM 88005	575-532-1244
MICHAEL C LAVIN	4810 MESA GRANDE DRIVE LAS CRUCES NM 88012	575-373-2004
MICHAEL C LAVIN	1620 EL PASEO ROAD LAS CRUCES NM 88001	575-526-6304
ABELARDO MARTINEZ, III	1501 7TH ST LAS VEGAS NM 87701-4900	505-454-1103
W DAVID KONOPNICKI	1105 S MAIN LORDSBURG NM 88045	575-542-8819
MICHAEL BRETT BRONSON	TRINITY DRIVE LOS ALAMOS NM 87544	505-662-8856
DEAN A CANTRALL	1700 MAIN STREET LOS LUNAS NM 87031	505-565-2178
KENRIC GARCIA	652 MAIN ST NE LOS LUNAS NM 87031-9223	505-865-7370
KENNETH D FADKE	410 S MAIN LOVINGTON NM 88260	575-396-7272
JOHN SNOWBERGER	1020 W 1ST AVE PORTALES NM 88130-6609	575-359-0204
GISELA T PHELAN	542 CLAYTON RD RATON NM 87740	575-245-5569
CLEMENTINA S GARZA	1390 PAT D'ARCO HWY RIO RANCHO NM 87124	505-892-3800
CLEMENTINA S GARZA	2109 SOUTHERN BLVD. SE RIO RANCHO NM 87124	505-892-6222
CLEMENTINA S GARZA	3626 NEW MEXICO 528 NE RIO RANCHO NM 87004	505-867-4308
CLEMENTINA S GARZA	2151 NORTHERN BLVD NE RIO RANCHO NM 87124	505-892-6857
NICHOLAS SNOWBERGER	720 N MAIN ROSWELL NM 88201-4816	575-622-4752
NICHOLAS SNOWBERGER	1804 S MAIN ST ROSWELL NM 88203	575-625-8799
NICHOLAS SNOWBERGER	4100 N MAIN ROSWELL NM 88201	575-622-6088
ASHLEY KATE KARPENKO	140 SUDDERTH AVE RUIDOSO NM 88345-6025	575-257-7547
CLEMENTINA S GARZA	55 CITIES OF GOLD ROAD SANTA FE NM 87506	505-455-9305
ABELARDO MARTINEZ, III	3299 CERRILLOS RD SANTA FE NM 87501-2924	505-471-0411
ABELARDO MARTINEZ, III	1621 PACHECO ST SANTA FE NM 87501-3964	505-988-9500
ABELARDO MARTINEZ, III	1007 SO ST FRANCIS DRIVE SANTA FE NM 87505	505-984-1490
ABELARDO MARTINEZ, III	5020 PROMENADE BLVD SANTA FE NM 87507	505-471-3735
ABELARDO MARTINEZ, III	6419 AIRPORT RD. SANTA FE NM 87507	505-474-6557
NICHOLAS SNOWBERGER	1504 WILL ROGERS DR SANTA ROSA NM 88435	575-472-3336
ABELARDO MARTINEZ, III	US HWY 491 SHIPROCK NM 87420	505-368-3844
W DAVID KONOPNICKI	1105 HWY 180 E SILVER CITY NM 88061	575-534-4583
W DAVID KONOPNICKI	1102 N CALIFORNIA ST SOCORRO NM 87801-4266	575-835-3684
ANGEL E PALA	200 S SANTA FE RD TAOS NM 87571	575-758-9762
W DAVID KONOPNICKI	2109 N DATE ST TRUTH OR CONSEQUENCES NM 87901	575-894-6259
JOHN SNOWBERGER	2608 S 1ST ST TUCUMCARI NM 88401-4203	575-461-4900
CHRISTOPHER A KASSITY	930 BROYLES RD BATTLE MOUNTAIN NV 89820	775-635-8222
ABELARDO MARTINEZ, III	1237 BOULDER CITY PARKWAY BOULDER CITY NV 89005-1868	702-294-0682
CHRISTOPHER A KASSITY	2001 N CARSON ST CARSON CITY NV 89706-2248	775-883-1097
CHRISTOPHER A KASSITY	3905 S CARSON ST CARSON CITY NV 89701	775-882-8022
CHRISTOPHER A KASSITY	3 DAYTON VILLAGE PKWY DAYTON NV 89403	775-515-4418
CHRISTOPHER A KASSITY	1995 IDAHO ST ELKO NV 89801-2630	775-777-7754
CHRISTOPHER A KASSITY	2540 MOUNTAIN CITY HWY ELKO NV 89801	775-738-7077
CHRISTOPHER A KASSITY	1695 GREAT BASIN BLVD ELY NV 89301	775-289-2272
CHRISTOPHER SMITH	8556 BLUE DIAMOND RD ENTERPRISE NV 89178	702-263-7109
ROBERT D HUMASON, JR.	2005 W WILLIAMS AVE FALLON NV 89406-2688	775-423-2020
ROBERT D HUMASON, JR.	1500 HWY 343 FERNLEY NV 89408	775-575-5957
SHARON KASSITY	1055 F ST HAWTHORNE NV 89415	775-945-1200
F RONALD SMITH	601 N STEPHANIE HENDERSON NV 89014	702-898-1881
F RONALD SMITH	701 E HORIZON HENDERSON NV 89015	702-565-1465
F RONALD SMITH	65 SOUTH VALLE VERDE DRIVE HENDERSON NV 89012	702-263-1002
F RONALD SMITH	310 N BOULDER HWY HENDERSON NV 89015	702-565-7222
F RONALD SMITH	220 W SUNSET HENDERSON NV 89105	702-558-6288
JAMES B VANCE	3452 ST ROSE PKWY HENDERSON NV 89052	702-454-1956
KRISTA L VANCE	2217 N GREEN VALLEY HENDERSON NV 89014-5024	702-454-3485
KRISTA L VANCE	10020 S EASTERN HENDERSON NV 89052	702-269-4166
ERIC M ARLT	3020 EDESERT INN RD LAS VEGAS NV 89121	702-892-9670
ERIC M ARLT	2886 S NELLIS BLVD LAS VEGAS NV 89122	702-431-5869
ERIC M ARLT	108 N JONES BLVD LAS VEGAS NV 89107	702-870-3032
BRENT BOHN	3815 S MARYLAND PKY LAS VEGAS NV 89109	702-735-2266
BRENT BOHN	3451 W TROPICANA LAS VEGAS NV 89118	702-736-2357
BRENT BOHN	1601 W CHARLESTON BLVD LAS VEGAS NV 89102-2333	702-384-0019
BRENT BOHN	3700 S PARADISE RD LAS VEGAS NV 89109-4605	702-731-5756
BRENT BOHN	2550 E SUNSET RD LAS VEGAS NV 89120-3513	702-795-0435
BRENT BOHN	2340 S RAINBOW LAS VEGAS NV 89102-2977	702-227-3924
BRENT BOHN	4105 S EASTERN LAS VEGAS NV 89119	702-678-6300
BRENT BOHN	8120 S EASTERN LAS VEGAS NV 89123	702-896-5353
BRENT BOHN	2050 E CHARLESTON BLVD LAS VEGAS NV 89104	702-387-0166
BRENT BOHN	2000 S LAS VEGAS BLVD LAS VEGAS NV 89104	702-678-5115
BRENT BOHN	2248 PARADISE RD LAS VEGAS NV 89104	702-796-0664
BRENT BOHN	4855 S MARYLAND PKY LAS VEGAS NV 89119	702-891-0803

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BRENT BOHN	1501 W LAKE MEAD LAS VEGAS NV 89106	702-636-9930
BRENT BOHN	2851 W WASHINGTON LAS VEGAS NV 89107	702-636-2003
BRENT BOHN	SAHARA MARYLAND LAS VEGAS NV 89109	702-457-0488
BRENT BOHN	4774 ALTA DR LAS VEGAS NV 89107	702-880-0527
BRENT BOHN	2650 W SAHARA LAS VEGAS NV 89102	702-362-3446
BRENT BOHN	7530 W WASHINGTON LAS VEGAS NV 89128	702-240-4248
BRENT BOHN	4321 W FLAMINGO RD LAS VEGAS NV 89103	702-507-5114
BRENT BOHN	SAHARA ARVILLE LAS VEGAS NV 89102	702-873-1707
BRENT BOHN	3229 E TROPICANA AVE LAS VEGAS NV 89121-7328	702-433-2627
ANTHONY C BROADBENT	7851 W CHARLESTON LAS VEGAS NV 89117	702-360-3595
ANTHONY C BROADBENT	4804 W LONE MOUNTAIN LAS VEGAS NV 89130	702-658-5442
ANTHONY C BROADBENT	10290 W CHARLESTON BLVD LAS VEGAS NV 89135	702-304-2637
MICHELE HAYNES-WATTS	7662 W LAKE MEAD LAS VEGAS NV 89128	702-228-2203
MICHELE HAYNES-WATTS	3500 E BONANZA LAS VEGAS NV 89110	702-438-1200
MICHELE HAYNES-WATTS	8425 WEST CENTENNIAL LAS VEGAS NV 89149	702-646-5200
MICHELE HAYNES-WATTS	8620 W CHEYENNE AVE LAS VEGAS NV 89129	702-998-5001
MICHAEL G KIEL	3175 N RANCHO LAS VEGAS NV 89130-3302	702-645-9041
MICHAEL G KIEL	4075 S BUFFALO DR LAS VEGAS NV 89117	702-247-6300
MICHAEL G KIEL	900 S RAMPART LAS VEGAS NV 89145	702-940-5469
MICHAEL G KIEL	2047 N DECATUR BLVD LAS VEGAS NV 89108	702-331-0646
PATRICIA NAVARRO-ISSEL	4934 BOULDER HWY LAS VEGAS NV 89121-3016	702-434-1831
PATRICIA NAVARRO-ISSEL	1980 VILLAGE CENTER LAS VEGAS NV 89134	702-804-1502
PATRICIA NAVARRO-ISSEL	4215 LAS VEGAS BLVD N LAS VEGAS NV 89115	702-643-0200
PATRICIA NAVARRO-ISSEL	6360 W CHARLESTON LAS VEGAS NV 89146	702-258-0298
PATRICIA NAVARRO-ISSEL	5198 BOULDER HIGHWAY LAS VEGAS NV 89121	702-855-0042
F RONALD SMITH	4945 W FLAMINGO RD LAS VEGAS NV 89103	702-365-8233
F RONALD SMITH	6020 W TROPICANA LAS VEGAS NV 89103	702-222-1922
F RONALD SMITH	7171 W ANN RD LAS VEGAS NV 89130	702-396-3311
F RONALD SMITH	8635 W SPRING MOUNTAIN LAS VEGAS NV 89146	702-804-6333
F RONALD SMITH	5811 E CHARLESTON BLVD LAS VEGAS NV 89142	702-457-1183
F RONALD SMITH	7150 W CRAIG RD LAS VEGAS NV 89129	702-515-7581
F RONALD SMITH	6480 S DURANGO LAS VEGAS NV 89113	702-263-3569
F RONALD SMITH	8480 FARM RD LAS VEGAS NV 89131	702-839-0359
F RONALD SMITH	9415 W TROPICANA LAS VEGAS NV 89147	702-220-3942
F RONALD SMITH	4135 SOUTH GRAND CANYON DRIVE LAS VEGAS NV 89147	702-431-2435
F RONALD SMITH	6850 S FORT APACHE ROAD LAS VEGAS NV 89148	725-204-7711
TIMOTHY THOMAS	5947 SPRING MOUNTAIN RD LAS VEGAS NV 89103	702-888-1692
TIMOTHY THOMAS	5111 BOULDER HWY LAS VEGAS NV 89122	702-434-2560
JAMES B VANCE	7310 S LAS VEGAS BLVD LAS VEGAS NV 89123	702-269-6322
JAMES B VANCE	6915 BLUE DIAMOND ROAD LAS VEGAS NV 89124	702-361-2868
JAMES B VANCE	10590 SOUTHERN HIGHLANDS PARKWAY LAS VEGAS NV 89141	702-270-4153
JAMES B VANCE	6990 S RAINBOW ROAD LAS VEGAS NV 89118	702-269-7640
JAMES B VANCE	BLUE DIAMOND AND VALLEY VIEW LAS VEGAS NV 89139	702-431-1655
KRISTA L VANCE	1343 SILVERADO RANCH LAS VEGAS NV 89123	702-269-8623
KRISTA L VANCE	9760 S. LAS VEGAS BLVD. LAS VEGAS NV 89183	702-896-3000
ABELARDO MARTINEZ, III	1900 S CASINO DR LAUGHLIN NV 89029-1513	702-298-1000
ROBERT D HUMASON, JR.	1555 MAIN ST LOVELOCK NV 89419	775-273-0209
BRENT BOHN	190 E PIONEER BLVD MESQUITE NV 89027	702-346-1227
BRENT BOHN	181 S. FALCON RIDGE BLVD. MESQUITE NV 89027	702-346-2146
CHRISTOPHER A KASSITY	908 SANTA ANITA AVE. MINDEN NV 89423	775-782-5842
THOMAS A MCKENNIE	18200 WEDGE PKWY MT ROSE NV 89511	775-853-2322
ERIC M ARLT	5740 LOSEE ROAD NORTH LAS VEGAS NV 89081	702-633-5161
BRENT BOHN	1003 E LAKE MEAD BLVD NORTH LAS VEGAS NV 89030	702-642-6730
BRENT BOHN	1406 W CRAIG RD NORTH LAS VEGAS NV 89031	702-649-7578
BRENT BOHN	2836 W ANN RD NORTH LAS VEGAS NV 89031	702-656-4621
BRENT BOHN	911 EAST CHEYENNE AVENUE NORTH LAS VEGAS NV 89030	702-639-0801
PATRICIA NAVARRO-ISSEL	6680 NORTH FIFTH STREET NORTH LAS VEGAS NV 89086	702-639-2372
TIMOTHY THOMAS	2513 E OWENS AVE NORTH LAS VEGAS NV 89030	702-464-3124
BRENT BOHN	310 S MOAPA BLVD OVERTON NV 89040	702-397-6736
BRENT BOHN	710 S HWY 160 PAHRUMP NV 89048	775-727-8765
MARK WATSON	115 STATE LINE PRIMM NV 89019	702-382-8800
ROBERT D HUMASON, JR.	1150 KIETZKE LN RENO NV 89502-2714	775-348-6225
ROBERT D HUMASON, JR.	3308 S MCCARRAN BLVD RENO NV 89502-6442	775-825-8645
THOMAS A MCKENNIE	440 KEYSTONE AVE RENO NV 89503-4302	775-329-7444
THOMAS A MCKENNIE	5000 S VIRGINIA ST RENO NV 89502-6018	775-827-2209
THOMAS A MCKENNIE	120 LEMMON DR RENO NV 89506-8799	775-972-3300
THOMAS A MCKENNIE	1810 SILVERADA BLVD RENO NV 89512-2100	775-331-3560

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
THOMAS A MCKENNIE	5148 MAE ANNE BLVD RENO NV 89523-1855	775-747-1700
THOMAS A MCKENNIE	305 E PLUMB LN RENO NV 89502	775-322-3773
THOMAS A MCKENNIE	10595 STEAD BLVD RENO RENO NV 89506	775-677-2241
THOMAS A MCKENNIE	735 S MEADOWS PKY RENO NV 89521	775-852-8088
THOMAS A MCKENNIE	1071 STEAMBOAT PARKWAY RENO NV 89521	775-852-8050
JORDAN RUIZ	E PLUMB LANE STE S2 RENO NV 89502	775-324-7756
ABELARDO MARTINEZ, III	670 US HWY 95 S SEARCHLIGHT NV 89046	702-297-2022
ROBERT D HUMASON, JR.	9725 PYRAMID WAY SPANISH SPRINGS NV 89441	775-425-1537
CHADWICK L HUMASON	2095 BRIERLEY WAY SPARKS NV 89434	775-331-0466
CHADWICK L HUMASON	2905 N MCCARRAN SPARKS NV 89431	775-359-1800
JORDAN RUIZ	610 E PRATER WAY SPARKS NV 89431-4680	775-358-2355
ROBERT D HUMASON, JR.	140 W 1ST AVE SUN VALLEY NV 89433	775-674-2122
BOBBY J ROETZEL	157 HIGHWAY 93 SOUTH WELLS NV 89835	775-752-3499
BOBBY J ROETZEL	1120 W WENDOVER BLVD WEST WENDOVER NV 89835	775-664-3633
CHRISTOPHER A KASSITY	1930 W WINNEMUCCA BLVD WINNEMUCCA NV 89445-3637	775-623-5161
SHARON KASSITY	164 W GOLDFIELD YERINGTON NV 89447	775-463-1838
PAUL M ROSS	58 W CHURCH ST ADAMS NY 13605	315-232-4166
DAVID B SINGELYN	12976 MAIN ST AKRON NY 14001	716-542-6200
CLARK W BRINK	EMPIRE STATE PLZA/CONC LEVEL ALBANY NY 12220	518-432-0340
GEORGE R MICHELL	1602 WESTERN AVENUE ALBANY NY 12203	518-218-1300
GEORGE R MICHELL	106 WOLF RD ALBANY NY 12205	518-459-2150
GEORGE R MICHELL	391 CENTRAL AVE ALBANY NY 12206	518-462-9998
GEORGE R MICHELL	1814 CENTRAL AVE ALBANY NY 12205	518-239-0466
JULIO MORGAN GILLIS	161 WASHINGTON AVE EXTENSION ALBANY NY 12205	518-464-7607
JOSEPH SPADEA	1006 CENTRAL AVE ALBANY NY 12205	518-650-7450
JOSEPH SPADEA	31 HOLLAND AVE ALBANY NY 12209	518-434-0957
DAVID B SINGELYN	112 WEST AVE ALBION NY 14411	585-589-6682
DAVID B SINGELYN	12755 BROADWAY ALDEN NY 14004	716-937-4900
JEFFREY BYRNE	3540 MAIN ST AMHERST NY 14226	716-832-6221
HARRY SCHATMEYER, III	1385 NIAGARA FALLS BLVD AMHERST NY 14226	716-833-2159
HARRY SCHATMEYER, III	3120 NIAGARA FALLS BLVD AMHERST NY 14228	716-213-0014
HARRY SCHATMEYER, III	3400 SHERIDAN DRIVE AMHERST NY 14226-1544	716-837-1373
JONAH KAUFMAN	900 BROADWAY RT 110 AMITYVILLE NY 11701	631-789-4033
JOSEF GIALIL	158 MARKET ST AMSTERDAM NY 12010	518-843-1023
GEORGE R MICHELL	276 SERVICE ROAD AMSTERDAM NY 12010	518-887-2550
DAVID B SINGELYN	I-90 / MILE MARKER 447 ANGOLA NY 14006	716-549-3605
HAROLD T CLARK, III	7774 NYS RT 434 APALACHIN NY 13732	607-625-3009
HARRY SCHATMEYER, III	700 W MAIN ST ARCADE NY 14009	585-492-2475
PAUL HENDEL	22 50 31ST ST ASTORIA NY 11105	718-932-8690
THOMAS G PARKER	31-67 STEINWAY ST ASTORIA NY 11103	718-267-1343
HERBERT J THOMAS, III	357 GENESEE ST AUBURN NY 13021	315-252-4000
HERBERT J THOMAS, III	198 GRANT AVE AUBURN NY 13021	315-252-7061
JUSTIN MACCARTHY	250 EAST MAIN ST AVON NY 14414	585-226-6770
JOSHUA KAUFMAN	1255 GRAND AVE BALDWIN NY 11510	516-385-2729
PAUL M ROSS	2234 DOWNER STREET RD BALDWINVILLE NY 13027	315-638-1587
JOSEF GIALIL	201 CHURCH AVE RTE 50 BALLSTON SPA NY 12020	518-885-9996
HARRY SCHATMEYER, III	4138 W MAIN ST BATAVIA NY 14020	585-344-2524
HARRY SCHATMEYER, III	573 E MAIN ST BATAVIA NY 14020	585-343-0696
W. DAVID FOSTER, II	398 W MORRIS ST BATH NY 14810	607-776-3992
JOSHUA KAUFMAN	1484 5TH AVE BAY SHORE NY 11706	631-647-8472
MICHAEL A SULLIVAN	203-11 NORTHERN BLVD BAYSIDE NY 11361	718-423-1577
BRYAN O COLLEY	605 BEDFORD RD BEDFORD HILLS NY 10507	914-244-8596
HAROLD T CLARK, III	488 490TH COURT ST BINGHAMTON NY 13904	607-722-7133
HAROLD T CLARK, III	167 MAIN ST BINGHAMTON NY 13905	607-296-4668
HAROLD T CLARK, III	704 FRONT STREET BINGHAMTON NY 13905	607-722-7412
PERLA L GONZALEZ	3450 MCKINLEY PKWY BLASDELL NY 14219-2129	716-828-0899
KATIE HUNT-ROTOLO	3850 VETERANS MEMORIAL HWY BOHEMIA NY 11716	631-738-1825
KATIE HUNT-ROTOLO	762 SUFFOLK AVE BRENTWOOD NY 11717	631-273-1077
PAUL M ROSS	9563 BREWERTON RD BREWERTON NY 13029	315-668-8444
PAUL D TREFZ	RT 22 & TOWN CENTER RD BREWSTER NY 10509	845-278-7324
LOUIS BUONO, JR.	6500 BROCKPORT SPENCER PORT RD BROCKPORT NY 14420	585-637-2350
BRUCE D COLLEY	2630 JEROME AVE BRONX NY 10468	718-220-1982
BRUCE D COLLEY	2870 3RD AVE BRONX NY 10451	718-665-5373
BRUCE D COLLEY	3550 CONNER ST BRONX NY 10475	718-994-2083
BRUCE D COLLEY	1600 BOSTON RD BRONX NY 10460	718-542-7915
BRUCE D COLLEY	3279 3RD AVENUE BRONX NY 10456	718-401-3419
BRUCE D COLLEY	1745 UNIVERSITY AVE BRONX NY 10453	718-294-1309

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BRUCE D COLLEY	2010 BARTOW AVE BRONX NY 10470	718-320-2749
BRUCE D COLLEY	1826 EASTCHESTER RD BRONX NY 10461	718-239-8660
BRUCE D COLLEY	279 E 149TH ST BRONX NY 10451	718-292-8812
BRUCE D COLLEY	925 HUNTS POINT BLVD BRONX NY 10474	718-215-8275
SAM R DELUCA	3660 E TREMONT AVE BRONX NY 10465	718-822-1040
PETER J FONSECA	372 E FORDHAM RD BRONX NY 10458	718-733-3608
PETER J FONSECA	2065 JEROME AVE BRONX NY 10453	718-733-2819
PETER J FONSECA	36 W FORDHAM RD BRONX NY 10468	929-416-8148
PETER J FONSECA	1101 E TREMONT AVE BRONX NY 10460	718-824-4123
PETER J FONSECA	86 E 167TH ST BRONX NY 10452	718-992-8642
PETER J FONSECA	1 W MOUNT EDEN AVE BRONX NY 10452	718-901-4930
PETER J FONSECA	101 E 170TH ST BRONX NY 10456	718-410-9150
CORTESIA NORMAN	1540 WESTCHESTER AVE BRONX NY 10472	347-963-9691
CATHERINE P PERNA	1212 E GUN HILL RD BRONX NY 10469	718-798-6196
CATHERINE P PERNA	1865 BRUCKNER BLVD BRONX NY 10472	718-863-7289
CATHERINE P PERNA	300 E 204TH ST BRONX NY 10467	718-653-1387
CATHERINE P PERNA	2516 WHITE PLAINS RD BRONX NY 10467	718-882-7541
CATHERINE P PERNA	3509 WEBSTER AVENUE BRONX NY 10467	718-231-9210
CATHERINE P PERNA	2170 WHITE PLAINS RD BRONX NY 10462	718-931-5822
JUAN A RODRIGUEZ	1982 WESTCHESTER AVENUE BRONX NY 10462	347-802-4395
JUAN A RODRIGUEZ	1515 WILLIAMSBRIDGE RD BRONX NY 10461	718-409-1670
JUAN A RODRIGUEZ	599 E TREMONT AVE BRONX NY 10457	718-731-4755
JUAN A RODRIGUEZ	1600 BRUCKNER BLVD BRONX NY 10473	718-617-0869
JUAN A RODRIGUEZ	51-67 161ST ST BRONX NY 10451	718-590-1990
JUAN A RODRIGUEZ	85 BRUCKNER BLVD BRONX NY 10454	718-585-8368
JUAN A RODRIGUEZ	2505 SOUTHERN BLVD BRONX NY 10458	718-364-2493
JUAN A RODRIGUEZ	875 GARRISON AVE BRONX NY 10474	718-617-0329
JUAN A RODRIGUEZ	1625 WEBSTER AVE BRONX NY 10457	718-299-0849
JUAN A RODRIGUEZ	597-99 GRAND CONCOURSE BRONX NY 10451	718-402-8608
CHRISTIAN C TREFZ	5765 BROADWAY BRONX NY 10463	718-796-4447
CHRISTIAN C TREFZ	724 E 241ST ST BRONX NY 10470	718-231-2085
CHRISTIAN C TREFZ	4174 WHITE PLAINS RD BRONX NY 10466	718-547-1823
PAUL GOODMAN	943 FLATBUSH AVE BROOKLYN NY 11226	718-693-5353
PAUL GOODMAN	700 BROADWAY BROOKLYN NY 11206	718-599-2870
PAUL GOODMAN	741 GRAND ST BROOKLYN NY 11211	718-302-2450
PAUL GOODMAN	267 BROADWAY BROOKLYN NY 11211	718-302-3177
PAUL GOODMAN	652 MEEKER AVE BROOKLYN NY 11222	718-486-6195
MARK B HENDEL	1275 FULTON STEET BROOKLYN NY 11216	999-999-9999
PAUL HENDEL	35-40 NOSTRAND AVE BROOKLYN NY 11229	718-769-2433
PAUL HENDEL	2413 86TH STREET BROOKLYN NY 11214	718-372-9098
PAUL HENDEL	6620 BAY PKY BROOKLYN NY 11204	718-236-2136
PAUL HENDEL	180 PARKSIDE AVE BROOKLYN NY 11226	718-282-2289
PAUL HENDEL	289 9TH ST BROOKLYN NY 11215	718-832-8600
PAUL HENDEL	357 HAMILTON AVE BROOKLYN NY 11231	718-624-6688
PAUL HENDEL	2240 FLATBUSH AVE BROOKLYN NY 11226	718-377-1151
PAUL HENDEL	430 86TH ST BROOKLYN NY 11209	718-238-7999
PAUL HENDEL	7602 FLATLANDS AVE BROOKLYN NY 11236	718-444-8654
PAUL HENDEL	1983 86TH ST BROOKLYN NY 11214	718-449-7432
PAUL HENDEL	7124 3RD AVE BROOKLYN NY 11209	718-491-0223
PAUL HENDEL	428 KNICKERBOCKER AVE BROOKLYN NY 11237	718-919-7660
PAUL HENDEL	5407 KINGS PLZ BROOKLYN NY 11234	718-252-5460
PAUL HENDEL	1380 BROADWAY BROOKLYN NY 11221	718-573-8797
ROSARIO IRACI	2154 NOSTRAND AVE BROOKLYN NY 11210	347-728-4266
ROSARIO IRACI	904 MANHATTAN AVE BROOKLYN NY 11222	877-355-4513
ROSARIO IRACI	395 FLATBUSH AVE EXTEN BROOKLYN NY 11201	347-728-4266
ROSARIO IRACI	1531 FULTON ST BROOKLYN NY 11216	347-728-4266
ROSARIO IRACI	2410 CONEY ISLAND AVE BROOKLYN NY 11223	877-355-4513
ROSARIO IRACI	82 COURT ST BROOKLYN NY 11201	347-728-4266
ROSARIO IRACI	420 FULTON ST BROOKLYN NY 11201	929-431-6994
JOSHUA KAUFMAN	606 NEPTUNE AVE BROOKLYN NY 11224	718-996-1029
JOSHUA KAUFMAN	1642 PITKIN AVE BROOKLYN NY 11212	718-484-9413
JOSHUA KAUFMAN	1403 MERMAID AVENUE BROOKLYN NY 11224	718-372-2859
GERALD LAURINO	2797 LINDEN BLVD BROOKLYN NY 11208	718-827-4227
GERALD LAURINO	819 PENNSYLVANIA AVE BROOKLYN NY 11207	718-272-3362
GERALD LAURINO	1133 EASTERN PARKWAY BROOKLYN NY 11213	718-493-0800
GERALD LAURINO	2800 ATLANTIC AVE BROOKLYN NY 11207-2628	718-647-7818
GERALD LAURINO	701 UTICA AVE BROOKLYN NY 11203	718-778-0023

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GERALD LAURINO	57 EMPIRE BLVD BROOKLYN NY 11226	718-282-8100
GERALD LAURINO	5707-13 CHURCH AVE BROOKLYN NY 11203	718-922-6085
GERALD LAURINO	1883 ATLANTIC AVENUE BROOKLYN NY 11207	718-953-5864
JOHN LAURINO	15 JAMAICA AVE BROOKLYN NY 11207	718-342-7253
JOHN LAURINO	ATLANTIC TERMINAL BROOKLYN NY 11217	718-230-0176
JOHN LAURINO	3143 ATLANTIC AVE BROOKLYN NY 11208-1937	718-964-9600
GEORGE R MICHELL	968 4TH AVE BROOKLYN NY 11232	718-788-9226
GEORGE R MICHELL	3525 FORT HAMILTON PKY BROOKLYN NY 11218	718-285-0617
GEORGE R MICHELL	1656 UTICA AVE BROOKLYN NY 11234	718-338-0808
GEORGE R MICHELL	880 CONEY ISLAND AVENUE BROOKLYN NY 11218	718-285-0645
GEORGE R MICHELL	5121 5TH AVE BROOKLYN NY 11220	718-233-6257
GEORGE R MICHELL	840 ATLANTIC AVE BROOKLYN NY 11238	718-783-5766
MICHAEL A SULLIVAN	1467 ROCKAWAY PKY BROOKLYN NY 11236	718-257-7400
MICHAEL A SULLIVAN	2028 ROCKAWAY PKY BROOKLYN NY 11236	718-241-0006
JEFFREY BYRNE	2058 ELMWOOD AVE BUFFALO NY 14216	716-332-0206
PERLA L GONZALEZ	1028 MC KINLEY PKY BUFFALO NY 14220	716-821-1211
PERLA L GONZALEZ	1970 KENSINGTON AVE BUFFALO NY 14215	716-839-2957
DAVID B SINGELYN	1338 MAIN ST BUFFALO NY 14209	716-884-1032
DAVID B SINGELYN	2156 NIAGARA ST BUFFALO NY 14207	716-332-0705
DAVID B SINGELYN	262 GRIDER ST BUFFALO NY 14215	716-893-5521
DAVID B SINGELYN	241 W FERRY ST BUFFALO NY 14213	716-884-2100
DAVID B SINGELYN	390 NIAGARA ST BUFFALO NY 14201	716-847-0070
DAVID B SINGELYN	1830 GENESEE ST BUFFALO NY 14211	716-892-7551
DAVID B SINGELYN	453 WILLIAMS ST BUFFALO NY 14204	716-847-2619
DAVE OPSTAD	RTE 23 & RTE 32 CAIRO NY 12413	518-622-8720
MICHAEL J MCLAUGHLIN	7952 ROUTE 11 CALCIUM NY 13616	315-629-4078
PAUL HENDEL	216-07 LINDEN BLVD CAMBRIA HEIGHTS NY 11411	718-528-7764
HAROLD T CLARK, III	76 OSWEGO ST CAMDEN NY 13316	315-245-4247
COLLEEN M MCLAUGHLIN	5288 W GENESEE ST CAMILLUS NY 13031	315-488-5459
TIMOTHY G POTTER	17 ELLEN POLIMENI BLVD CANANDAIGUA NY 14424	585-396-1350
HAROLD T CLARK, III	RT 13 PETERBORO ST CANASTOTA NY 13032	315-697-2342
PAUL M ROSS	105 EAST MAIN STREET CANTON NY 13617	315-714-1013
JOHN LAURINO	95 WESTBURY AVE CARLE PLACE NY 11514	516-742-0526
PAUL D TREFZ	US ROUTE 6 CARMEL NY 10512	845-225-2845
MICHAEL J MCLAUGHLIN	98 BRIDGE ST CARTHAGE NY 13619	315-493-1742
DAVE OPSTAD	55 MAPLE AVENUE RTE 9W CATSKILL NY 12414	518-943-0102
HAROLD T CLARK, III	2300 TOWN & COUNTRY PLAZA CAZENOVIA NY 13035	315-655-3581
WILLIAM A MOHRMANN	626 MONTAUK HWY CENTER MORICHES NY 11934	631-878-2099
MICHAEL DAGGETT	1724 MIDDLE COUNTRY RD CENTEREACH NY 11720	631-732-5254
KATIE HUNT-ROTOLO	13 W SUFFOLK AVE CENTRAL ISLIP NY 11722	631-234-1110
PAUL M ROSS	3001 EAST AVE CENTRAL SQUARE NY 13036	315-668-3282
BRYAN O COLLEY	WOODBURY COMMONS CENTRAL VALLEY NY 10917	845-928-2040
WILLIAM R MARCELLUS	1044 RTE 11 CHAMPLAIN NY 12919	518-298-3011
DIANE P BUSTOS	2567 UNION RD CHEEKTOWAGA NY 14227	716-656-7846
JEFFREY BYRNE	3815 UNION RD CHEEKTOWAGA NY 14225	716-683-3376
JEFFREY BYRNE	1735 WALDEN AVE CHEEKTOWAGA NY 14225	716-895-5265
DAVID FREIMAN	4217 GENESEE ST CHEEKTOWAGA NY 14225	716-226-3056
PERLA L GONZALEZ	2256 CLINTON ST CHEEKTOWAGA NY 14206	716-332-2198
MATTHEW POTTER	RT 17M & 17 CHESTER NY 10918	845-469-2335
PAUL M ROSS	5879 RT 31 CICERO NY 13039	315-698-1134
PAUL M ROSS	7893 BREWERTON ROAD CICERO NY 13039	315-452-0983
JOSEF GIALIL	829 NY RT 146 CLIFTON PARK NY 12065	518-371-2913
JOSEF GIALIL	1517 CRESCENT VISCHER FERRY RD CLIFTON PARK NY 12065	518-383-2543
JOSEF GIALIL	1487 RT 9 CLIFTON PARK NY 12065	518-373-9792
HAROLD T CLARK, JR.	37 MEADOW ST CLINTON NY 13323	315-853-6001
JOSEF GIALIL	702 E MAIN ST COBLESKILL NY 12043	518-234-2467
JOHN BERT	138-11 20TH AVE COLLEGE POINT NY 11356	718-358-1177
JOSHUA KAUFMAN	2 VANDERBILT PKWY COMMACK NY 11725	631-499-2117
JOSEF GIALIL	60 COMMONS DR COOPERSTOWN NY 13326	607-547-1110
KATIE HUNT-ROTOLO	313 MIDDLE COUNTRY RD CORAM NY 11727	631-732-1440
W. DAVID FOSTER, II	80 DENISON PKY CORNING NY 14830	607-962-1105
PETER J FONSECA	37-19 JUNCTION BLVD CORONA NY 11368	718-458-6259
PETER J FONSECA	40-12 NATIONAL ST CORONA NY 11368	718-424-5106
KRIS SEXTON	158 CLINTON AVE CORTLAND NY 13045	607-753-3402
KRIS SEXTON	STATE ROUTE 13 & LIME HOLLOW RD CORTLAND NY 13045	607-753-3112
JOSIE TREFZ	3481 US HIGHWAY 202 CORTLANDT MANOR NY 10567	914-737-2400
DAVID B SINGELYN	97 GENESEE ST CUBA NY 14727	585-968-3935

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LOUIS BUONO, JR.	53 MAPLE ST DANSVILLE NY 14437	585-335-8880
HAROLD T CLARK, III	3207 ERIE BLVD E DE WITT NY 13214	315-446-1551
BRYAN O COLLEY	AMES PLAZA / RT 10 DELHI NY 13753	607-746-7489
GEORGE R MICHELL	132 DELAWARE AVE DELMAR NY 12054	518-439-3422
DAVID FREIMAN	6360 TRANSIT ST DEPEW NY 14043	716-226-3053
DAVID FREIMAN	5150 BROADWAY AVENUE DEPEW NY 14086	716-226-3057
DAVID B SINGELYN	4993 TRANSIT ROAD STATE RTE 78 DEPEW NY 14043	716-681-4725
DAVID B SINGELYN	6890 ERIE RD DERBY NY 14047	716-947-5099
JOY CARLOS WONG	3078 ROUTE 22 DOVER PLAINS NY 12522	845-877-3514
HAROLD T CLARK, III	59 NORTH ST DRYDEN NY 13053	607-708-4275
JEFFREY BYRNE	17 ERNST PL EAST AURORA NY 14052	716-652-9759
JOHN BERT	88-05 ASTORIA BLVD EAST ELMHURST NY 11369	718-898-7437
JONAH KAUFMAN	2361 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	516-731-9750
JOSHUA KAUFMAN	1999 JERICHO TURNPIKE EAST NORTHPORT NY 11731	631-499-9762
JONAH KAUFMAN	769 MONTAUK HWY EAST PATCHOGUE NY 11772	631-289-3020
MATTHEW POTTER	47-49 N MAIN STREET ELLENVILLE NY 12428	845-647-7779
JOHN BERT	80-03 QUEENS BLVD ELMHURST NY 11373	718-478-1204
JOHN BERT	90-15 QUEENS BOULEVARD ELMHURST NY 11373	718-271-2032
LOUIS BUONO, JR.	410-15 N MAIN ST ELMIRA NY 14901	607-733-2303
LOUIS BUONO, JR.	1600 CEDAR ST ELMIRA NY 14904	607-734-1875
ELISA CASTIGLIONE	1420 HEMPSTEAD TURNPIKE ELMONT NY 11003-2401	516-488-6680
HAROLD T CLARK, III	603-605 E MAIN ST ENDICOTT NY 13760	607-748-3625
HAROLD T CLARK, III	3333 E MAIN ST ENDWELL NY 13760	607-741-7529
TIMOTHY G POTTER	6720 PITTSFORD PALMYRA RD FAIRPORT NY 14450	585-223-7026
JOHN BERT	2141 MOTT AVE FAR ROCKAWAY NY 11691	718-868-2289
JONAH KAUFMAN	655 FULTON ST FARMINGDALE NY 11735	516-752-8070
TIMOTHY G POTTER	6092 RT 96 FARMINGTON NY 14425	585-924-2840
JONAH KAUFMAN	2301 N OCEAN AVE FARMINGVILLE NY 11738	631-698-4030
JANIS KEMMERER	400 TOWNE DRIVE FAYETTEVILLE NY 13066	315-637-9050
JOSIE TREFZ	US ROUTE 9 DUCHESS MALL FISHKILL NY 12524	845-896-7778
JOHN BERT	3001 STRATTON ST FLUSHING NY 11354	718-539-4570
PAUL GOODMAN	72-69 KISSENA BLVD FLUSHING NY 11367	718-880-2102
GIOVANNA SOLIMEO	40-18 MAIN STREET FLUSHING NY 11354	718-939-1881
PAUL GOODMAN	106-15 71ST AVE FOREST HILLS NY 11375	718-793-8181
PAOLO A SOLIMEO	98-01 METROPOLITAN AVE FOREST HILLS NY 11375	718-263-7281
RICHARD KRAHLING	255 CARDER LANE RD FRANKFORT NY 13340	315-894-4211
ELISA CASTIGLIONE	575 FRANKLIN AVE FRANKLIN SQUARE NY 11010	516-354-4420
DAVID B SINGELYN	10365 BENNETT RD FREDONIA NY 14063	716-672-2636
JOSHUA KAUFMAN	157 MERRICK RD FREEPORT NY 11520	516-623-1068
JOSEF GIALIL	364 BROADWAY FT. EDWARD NY 12828	518-747-9321
PAUL M ROSS	701 S 4TH STREET FULTON NY 13069	315-593-2096
JOSEF GIALIL	37 RIVERSIDE DR FULTONVILLE NY 12072	518-853-3826
JOHN LAURINO	637 STEWART AVE GARDEN CITY NY 11530	516-745-6303
JUSTIN MACCARTHY	1965 CHILI AVE GATES NY 14624	585-464-0730
JOE FERRINO	4162 LAKEVILLE RD GENESEO NY 14454	585-243-0509
TIMOTHY G POTTER	307 HAMILTON STREET GENEVA NY 14456	315-781-0077
JOHN BERT	193 GLEN ST GLEN COVE NY 11542	516-671-7455
MARIA J SULLIVAN	256-03 UNION TURNPIKE GLEN OAKS NY 11004	718-343-5367
GERALD LAURINO	70-02 COOPER AVE GLENDALE NY 11385	718-497-0722
GEORGE R MICHELL	376 FEURA BUSH RD GLENMONT NY 12077	518-449-1012
JULIO MORGAN GILLIS	241-243 SARATOGA ROAD GLENVILLE NY 12302	518-399-1956
JOSEF GIALIL	220 5TH AVENUE EXTENSION RTE 30 GLOVERSVILLE NY 12078	518-725-6949
PAUL M ROSS	118 E MAIN ST GOUVERNEUR NY 13642	315-287-1366
HARRY SCHATMEYER, III	325 BUFFALO ST GOWANDA NY 14070	716-532-2179
JEFFREY BYRNE	2231 GRAND ISLAND BLVD GRAND ISLAND NY 14072	716-773-2154
JOSEPH SPADEA	8644 STATE HWY 22 GRANVILLE NY 12832	518-642-3449
WARREN D WEICHBRODT	3700 DEWEY AVENUE GREECE NY 14616	585-865-4851
CLARK W BRINK	1249 RT 29 GREENWICH NY 12834	518-692-9790
DAVID B SINGELYN	6035 S PARK AVE HAMBURG NY 14075	716-648-4949
DAVID B SINGELYN	5087 CAMP RD HAMBURG NY 14075	716-646-5678
MICHAEL J MCLAUGHLIN	RTE 12 B, HAMILTON NY 13346	315-824-4001
KATIE HUNT-ROTOLO	196 W MONTAUK HWY. HAMPTON BAYS NY 11946	631-723-1072
BRYAN O COLLEY	86 W MAIN ST HANCOCK NY 13783	607-637-2333
BRYAN O COLLEY	407 N CENTRAL PARK AVE HARTSDALE NY 10530	914-948-5507
MICHAEL DAGGETT	517 NY RT 111 HAUPPAUGE NY 11787	631-724-1168
DEAN W COLLEY	254 RT 9 W HAVERSTRAW NY 10927	845-429-0648
PAUL GOODMAN	340 PENINSULA BLVD HEMPSTEAD NY 11550	516-292-2355



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIMOTHY G POTTER	4840 W HENRIETTA RD HENRIETTA NY 14467	585-334-0178
HAROLD T CLARK, JR.	RT 5 & CAROLINE ST HERKIMER NY 13350	315-866-7970
JOHN BERT	805 S BROADWAY HICKSVILLE NY 11801	516-932-5380
JAIME LIEDTKE	280 N BROADWAY HICKSVILLE NY 11801	516-681-2434
DEAN W COLLEY	W PT & STATION RD HIGHLAND FALLS NY 10928	845-446-4935
LOUIS BUONO, JR.	140 SOUTH AVE HILTON NY 14468	585-392-3535
PAUL HENDEL	204-11 HILLSIDE AVE HOLLIS NY 11423	718-217-7405
LOUIS BUONO, JR.	950 STATE ROUTE 36 HORNELLS NY 14843	607-324-3367
LOUIS BUONO, JR.	3327 CHAMBERS RD HORSEHEADS NY 14845	607-796-9278
LOUIS BUONO, JR.	2152 GRAND CENTRAL AVENUE HORSEHEADS NY 14845	607-739-5548
PAUL GOODMAN	159-40 CROSS BAY BLVD HOWARD BEACH NY 11414	718-843-0017
JULIO MORGAN GILLIS	149-57 FAIRVIEW AVE EXTENSION HUDSON NY 12534	518-828-4811
ANTHONY M LIEDTKE	344 W JERICHO TPKE HUNTINGTON NY 11743	631-351-2105
DAVE OPSTAD	4258 ALBANY POST RD HYDE PARK NY 12538	845-229-7868
DAVE OPSTAD	650 RTE 9 W BRIDGEVIEW PLAZA HYLAND NY 12528	845-691-7028
HAROLD T CLARK, JR.	30 E CLARK ST ILION NY 13357	315-894-4905
DAVID B SINGELYN	687 ROUTE 5 IRVING NY 14081	716-934-0470
KATIE HUNT-ROTOLO	1850 VETERANS HWY WM 2917 ISLANDIA NY 11749	631-232-0129
KATIE HUNT-ROTOLO	107 MAIN ST ISLIP NY 11751	631-665-6420
HERBERT J THOMAS, III	372 ELMIRA RD ITHACA NY 14850	607-273-6030
HERBERT J THOMAS, III	2350 N TRIPHAMMER ITHACA NY 14850	607-257-1898
PETER J FONSECA	37-59 82ND ST JACKSON HEIGHTS NY 11372	718-476-0747
ELISA CASTIGLIONE	166-05 ROCKAWAY BLVD JAMAICA NY 11434	718-553-1500
BRUCE D COLLEY	159-01 JAMAICA AVENUE JAMAICA NY 11432	718-526-3725
JACQUES E LAWRENCE	JFK AIRPORT TERMINAL 1 JAMAICA NY 11430	718-751-2833
JACQUES E LAWRENCE	JFK TERMINAL 4 JAMAICA NY 11430	718-751-4288
THOMAS G PARKER	114-01 SUTPHIN BLVD JAMAICA NY 11434	718-845-0581
THOMAS G PARKER	181-25 HILLSIDE AVENUE JAMAICA NY 11432	718-523-0109
THOMAS G PARKER	166-01 BAISLEY BOULEVARD JAMAICA NY 11434	718-528-4219
GIOVANNA SOLIMEO	138-32 JAMIACA AVE JAMAICA NY 11435	718-558-8665
DAVID B SINGELYN	957 FAIRMONT AVE JAMESTOWN NY 14701	716-484-8157
DAVID B SINGELYN	1411 E 2ND ST JAMESTOWN NY 14701	716-665-5525
DAVID B SINGELYN	704 FOOTE AVE JAMESTOWN NY 14701	716-487-0817
DAVID B SINGELYN	2803 NORTH MAIN EXTENSION JAMESTOWN NY 14701	716-665-3557
STEVEN FRAZIER	105 JERICHO TPKE JERICHO NY 11753	516-876-0140
HAROLD T CLARK, III	560 HARRY L DR JOHNSON CITY NY 13790	607-770-1966
HAROLD T CLARK, III	339 MAIN ST JOHNSON CITY NY 13790	607-798-7631
JOSEF GIALIL	220 NORTH COMRIE AVE JOHNSTOWN NY 12095	518-762-4961
DAVID FREIMAN	3534 DELAWARE AVE KENMORE NY 14217	716-204-5459
DAVE OPSTAD	555 ALBANY AVE KINGSTON NY 12401	845-331-6794
DAVE OPSTAD	1232 ULSTER AVE KINGSTON NY 12401	845-336-2100
DAVE OPSTAD	FREEDOM BUSINESS CENTER RT 55 LA GRANGEVILLE NY 12540	845-485-3103
DAVID FREIMAN	1234 ABBOTT RD LACKAWANNA NY 14218	716-226-3051
GRANT D KEMMERER	5961 RT 20 LAFAYETTE NY 13084	315-677-9194
WILLIAM R MARCELLUS	2174 SARANAC AVE LAKE PLACID NY 12946	518-523-3761
KATIE HUNT-ROTOLO	174 PORTION RD LAKE RONKONKOMA NY 11779	631-467-8599
JUSTIN MACCARTHY	5965 BIG TREE RD LAKEVILLE NY 14480	585-346-2170
JOSEF GIALIL	579 TROY SCHENECTADY RD LATHAM NY 12110	518-785-3131
JOSEPH SPADEA	1122 TROY SCHNCTDY RD LATHAM NY 12110	518-785-0275
JOHN BERT	365 ROCKAWAY TPKE LAWRENCE NY 11559	516-371-4990
LOUIS BUONO, JR.	67 MAIN ST LE ROY NY 14482	585-768-2913
LOUIS BUONO, JR.	8700 VALANCE RD LE ROY NY 14482	585-293-3750
JONAH KAUFMAN	3839 HEMPSTEAD TURNPIKE LEVITTOWN NY 11756	516-731-9112
DEAN W COLLEY	58 SULLIVAN AVE LIBERTY NY 12754	845-292-3107
ANTHONY M LIEDTKE	221 SUNRISE HWY LINDENHURST NY 11757	631-888-0405
JAIME LIEDTKE	334 E MONTAUK HWY LINDENHURST NY 11757	631-226-5313
RICHARD KRAHLING	50 ALBANY ST LITTLE FALLS NY 13365	315-823-0845
MARIA J SULLIVAN	250-01 NORTHERN BLVD LITTLE NECK NY 11363	718-229-7701
RALPH CRAWFORD, JR.	421 7TH NORTH STREET LIVERPOOL NY 13088	315-424-1200
COLLEEN M MCLAUGHLIN	3869 ROUTE 31 LIVERPOOL NY 13090	315-622-3534
MICHAEL J MCLAUGHLIN	7505 OSWEGO ROAD LIVERPOOL NY 13089	315-622-5883
DAVID FREIMAN	3929 LOCKPORT OLCOTT RD LOCKPORT NY 14094	716-226-3055
HARRY SCHATMEYER, III	5863 S TRANSIT RD LOCKPORT NY 14094-6319	716-434-1467
JAIME LIEDTKE	665 LONG BEACH RD LONG BEACH NY 11561	516-432-6442
PAUL GOODMAN	3255 31ST ST LONG ISLAND CITY NY 11106	718-545-6803
PAUL GOODMAN	33-80 QUEENS BLVD LONG ISLAND CITY NY 11101	718-472-0371
MARK B HENDEL	3146 21ST ST LONG ISLAND CITY NY 11106	718-545-0294

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GEORGE R MICHELL	256 OSBORNE RD LOUDONVILLE NY 12211	518-459-2502
GRANT D KEMMERER	7404 TURIN RD LOWVILLE NY 13367	315-376-7100
KATIE HUNT-ROTOLO	121 MERRICK RD LYNBROOK NY 11563	516-593-5356
WARREN D WEICHBRODT	ROUTE 31 LYONS NY 14489	315-946-3353
WARREN D WEICHBRODT	1241 PITTSFORD-PALMYRA ROAD MACEDON NY 14502	315-986-2649
JOY CARLOS WONG	154 ROUTE 6 MAHOPAC NY 10541	845-628-0794
DAVE OPSTAD	MILE POST 103 N NY STATE THRUWAY MALDEN ON HUDSON NY 12453	845-246-7670
PETER NAPOLI	3375 STATE ROUTE 11 MALONE NY 12953	518-483-7520
CLARK W BRINK	519 RTE 67 MALTA NY 12020	518-899-7121
BRUCE D COLLEY	1205 OLD BOSTON POST ROAD MAMARONECK NY 10543	914-698-2863
TIMOTHY G POTTER	4126 NY RT 96 MANCHESTER NY 14504	585-289-9575
BRUCE D COLLEY	490 8TH AVE MANHATTAN NY 10001	212-947-0771
BRUCE D COLLEY	14 E 47TH ST MANHATTAN NY 10017	646-649-2822
SAM R DELUCA	208 DYCKMAN ST MANHATTAN NY 10040	212-569-2909
PETER J FONSECA	809/811 6TH AVE/28TH MANHATTAN NY 10001	212-463-9495
PAUL GOODMAN	1651 BROADWAY MANHATTAN NY 10019	212-586-5530
WILLIAM A MOHRMANN	560 CORD ROUTE 111 MANORVILLE NY 11949	631-874-4692
CHRISTIAN C TREFZ	59-60 55TH ROAD MASPETH NY 11378	718-326-5500
JONAH KAUFMAN	5500 SUNRISE HWY MASSAPEQUA NY 11758	516-798-9192
PETER NAPOLI	324 S MAIN ST MASSENA NY 13662	315-769-9091
PETER NAPOLI	6098 STATE HWY 37 MASSENA NY 13662	315-764-8097
PETER K HUNT	8850 MAIN RD NY 25 MATTITUCK NY 11952	631-298-8042
JOSEF GIALIL	1 PARK PLAZA MECHANICVILLE NY 12118	518-664-8844
JONAH KAUFMAN	1710 ROUTE 112 MEDFORD NY 11763	631-289-2888
HARRY SCHATMEYER, III	11201 MAPLE RIDGE RD MEDINA NY 14103	585-798-6992
STEVEN FRAZIER	729 RT 110 MELVILLE NY 11747	631-423-3433
KATIE HUNT-ROTOLO	1813 MERRICK RD MERRICK NY 11566	516-868-4446
PAUL M ROSS	3362 MAIN ST MEXICO NY 13114	315-963-4530
KATIE HUNT-ROTOLO	1175 MIDDLE COUNTRY ROAD MIDDLE ISLAND NY 11953	631-448-8019
DEAN W COLLEY	113 DOLSON AVE MIDDLETOWN NY 10940	845-343-3301
MATTHEW POTTER	481 RT 211 E MIDDLETOWN NY 10940	845-343-7320
KATIE HUNT-ROTOLO	340 RT 25A MILLER PLACE NY 11764	631-331-3180
PETER ROTOLO	60 JERICHO TPKE MINEOLA NY 11501	516-248-8402
MATTHEW POTTER	NY STATE TURNPIKE MILE POST 66 S MODENA NY 12548	845-566-4056
JOY CARLOS WONG	3078 EAST MAIN STREET MOHEGAN LAKE NY 10547	914-528-0180
GERALD A MCCOY	501 RT 17M MONROE NY 10950	845-782-2100
BRYAN O COLLEY	RT 59 & HERMION RD MONTEBELLO NY 10901	845-357-2501
DEAN W COLLEY	2083 STATE HWY RT 208 S MONTGOMERY NY 12549	845-457-9581
DEAN W COLLEY	ROUTE 42 N MONTICELLO NY 12701	845-794-5768
CORTESIA NORMAN	470 S FULTON AVE MOUNT VERNON NY 10550	914-699-4296
CORTESIA NORMAN	6 GRAMATAN AVE MOUNT VERNON NY 10550	914-664-4929
LOUIS BUONO, JR.	13 E STATE ST MT. MORRIS NY 14510	585-658-1342
HERBERT THOMAS	265 RT 59 NANUET NY 10954	845-623-1157
DEAN W COLLEY	33 CALVARY DR W NEW CITY NY 10956	845-638-2715
HAROLD T CLARK, JR.	8522 SENECA TURNPIKE NEW HARTFORD NY 13413	315-735-4722
JOHN BERT	2045 JERICHO TPKE NEW HYDE PARK NY 11040	516-488-1950
DAVE OPSTAD	261 MAIN ST NEW PALTZ NY 12561	845-255-8141
BRUCE D COLLEY	270-272 MAIN ST NEW ROCHELLE NY 10801	914-576-4972
BRUCE D COLLEY	720-724 NORTH AVE NEW ROCHELLE NY 10801	914-636-9223
DEAN W COLLEY	2639 ROUTE 32 NEW WINDSOR NY 12553	845-561-9550
BRUCE D COLLEY	2549 BROADWAY NEW YORK NY 10025	212-864-8138
BRUCE D COLLEY	2049 BROADWAY NEW YORK NY 10023	212-724-0435
BRUCE D COLLEY	4259 BROADWAY NEW YORK NY 10033	917-521-0827
BRUCE D COLLEY	4040 BROADWAY NEW YORK NY 10033	212-923-9582
BRUCE D COLLEY	3543-49 BROADWAY NEW YORK NY 10031	212-491-6860
BRUCE D COLLEY	444 LENOX AVE NEW YORK NY 10030	212-283-7798
BRUCE D COLLEY	2142 3RD AVE NEW YORK NY 10027	347-637-0574
BRUCE D COLLEY	724 BROADWAY NEW YORK NY 10003	212-529-9660
BRUCE D COLLEY	167 CHAMBERS ST (303 GREENWICH ST) NEW YORK NY 10013	212-608-2405
BRUCE D COLLEY	404 E 14TH ST NEW YORK NY 10009	212-598-0045
BRUCE D COLLEY	1188 6TH AVE NEW YORK NY 10036	917-965-2723
BRUCE D COLLEY	824 3RD AVENUE 50TH ST NEW YORK NY 10022	646-918-6867
BRUCE D COLLEY	839 WESTCHESTER AVENUE NEW YORK NY 10455	718-215-8754
BRUCE D COLLEY	2726 BROADWAY NEW YORK NY 10025	212-222-8714
BRUCE D COLLEY	148 W 125TH STREET NEW YORK NY 10029	646-998-3697
SAM R DELUCA	608 WEST 207TH STREET NEW YORK NY 10034	212-304-3611
SAM R DELUCA	16 WESTCHESTER SQUARE NEW YORK NY 10461	718-239-2500

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PETER J FONSECA	1499 3RD AVE NEW YORK NY 10028	212-628-8100
PETER J FONSECA	1872 3RD AVE NEW YORK NY 10029	212-996-2864
PETER J FONSECA	1286 1ST AVE NEW YORK NY 10021	212-249-3551
PETER J FONSECA	354 W 125TH ST NEW YORK NY 10027	646-850-3553
PETER J FONSECA	208 VARICK ST NEW YORK NY 10014	646-483-9817
PETER J FONSECA	1871 2ND AVE NEW YORK NY 10029	267-916-0879
PETER J FONSECA	151 WEST 34TH STREET NEW YORK NY 10001	212-594-1964
PETER J FONSECA	18 E 42ND ST NEW YORK NY 10017	212-599-2127
PETER J FONSECA	3809 BROADWAY NEW YORK NY 10032	212-568-7903
PAUL GOODMAN	429 7TH AVE NEW YORK NY 10001	212-736-7890
PAUL GOODMAN	966 3RD AVE NEW YORK NY 10022	212-753-5360
PAUL GOODMAN	946 8TH AVE NEW YORK NY 10019	212-586-6676
PAUL GOODMAN	480 3RD AVE NEW YORK NY 10016	212-532-8186
PAUL GOODMAN	556 7TH AVE NEW YORK NY 10018	212-869-1918
PAUL GOODMAN	262 CANAL ST NEW YORK NY 10013	212-941-5823
PAUL GOODMAN	160 BROADWAY NEW YORK NY 10038	212-385-2066
PAUL GOODMAN	688 8TH AVE FRNT 1 NEW YORK NY 10036	212-221-3863
PAUL GOODMAN	26 E 23RD ST NEW YORK NY 10010	646-682-9277
PAUL HENDEL	336 E 23RD ST NEW YORK NY 10010	212-228-5529
PAUL HENDEL	39 UNION SQUARE W NEW YORK NY 10003	212-645-9079
PAUL HENDEL	541 6TH AVE NEW YORK NY 10011	212-463-8869
PAUL HENDEL	102 1ST AVE NEW YORK NY 10009	212-477-9171
PAUL HENDEL	972 6TH AVE NEW YORK NY 10018	212-279-2022
PAUL HENDEL	114 DELANCEY ST NEW YORK NY 10002	212-529-9770
PAUL HENDEL	401 PARK AVE S NEW YORK NY 10016	212-683-4919
PAUL HENDEL	686 6TH AVE NEW YORK NY 10010	212-604-0621
PAUL HENDEL	1528 BROADWAY NEW YORK NY 10036	917-409-5946
GERALD LAURINO	5804 CLAREDON RD NEW YORK NY 11203	718-451-0834
CHRISTOPHER A NORMAN	139TH & ADAM CLAYTON POWELL NEW YORK NY 10030	212-283-0559
WARREN D WEICHBRODT	531 W UNION ST NEWARK NY 14513	315-331-2499
DEAN W COLLEY	65 N PLANK NEWBURGH NY 12550	845-565-2327
DEAN W COLLEY	1403 RT 300 NEWBURGH NY 12550	845-564-0102
DEAN W COLLEY	347 BROADWAY NEWBURGH NY 12550	845-561-3345
DAVID FREIMAN	8320 NIAGARA FALLS BLVD NIAGARA FALLS NY 14304	716-226-3054
DAVID FREIMAN	1726 PINE AVE NIAGARA FALLS NY 14301	716-226-3052
KATIE HUNT-ROTOLO	1510 DEER PARK AVE NORTH BABYLON NY 11703	631-586-2609
JAIME LIEDTKE	1255 DEER PARK AVE NORTH BABYLON NY 11703	631-586-2133
PAUL M ROSS	3806 BREWERTON RD NORTH SYRACUSE NY 13212	315-458-1600
HARRY SCHATMEYER, III	315 MEADOW DR NORTH TONAWANDA NY 14120	716-213-0016
JONAH KAUFMAN	834 FORT SALONGA RD NORTHPORT NY 11768	631-754-1608
KRIS SEXTON	165 S BROAD ST NORWICH NY 13815	607-334-6020
HERBERT THOMAS	55 RT 59 NYACK NY 10960	845-353-1083
JAIME LIEDTKE	4498 SUNRISE HWY OAKDALE NY 11769	631-567-0364
PAUL HENDEL	31-35 ATLANTIC AVENUE OCEANSIDE NY 11572	516-536-2767
PAUL M ROSS	1134 PATTERSON ST OGDENSBURG NY 13669	315-393-7716
DAVID P SINGELYN	2510 W STATE STREET OLEAN NY 14760	716-372-4945
HAROLD T CLARK, III	274 GENESEE ST ONEIDA NY 13421	315-363-7000
BRYAN O COLLEY	379 CHESTNUT ST ONEONTA NY 13820	607-432-2191
BRYAN O COLLEY	4958 STATE HWY 23 ONEONTA NY 13820	607-432-7608
NANCY J WILKES	1204 RT 104 ONTARIO NY 14519	315-524-4061
DIANE P BUSTOS	3232 ORCHARD PARK RD ORCHARD PARK NY 14127	716-675-0352
BRYAN O COLLEY	214 S HIGHLAND AVE OSSINING NY 10562	914-762-9141
RICHARD KRAHLING	246 STATE RT 104 OSWEGO NY 13126	315-343-6607
RICHARD KRAHLING	230 W BRIDGE ST OSWEGO NY 13126	315-602-0174
TIMOTHY G POTTER	RT 96 & 96A (SATELLITE) OVID NY 14521	607-869-5614
HAROLD T CLARK, III	29 HICKORIES PARK RD OWEGO NY 13827	607-687-1474
MARIA J SULLIVAN	245 PINEHOLLOW RD OYSTER BAY NY 11771	516-624-9266
PAUL GOODMAN	75-50 101ST AVE-QUEENS OZONE PARK NY 11416	718-845-1010
W. DAVID FOSTER, II	143 E HIGH ST PAINTED POST NY 14870	607-936-2063
JOSEF GIALIL	22 DUTCHTOWN PLZ PALATINE BRIDGE NY 13428	518-673-3046
JONAH KAUFMAN	499-85 SUNRISE HWY PATCHOGUE NY 11772	631-289-1473
JOY CARLOS WONG	20 WELCHER AVE PEEKSKILL NY 10566	914-734-1449
HARRY SCHATMEYER, III	2191 PENFIELD RD PENFIELD NY 14526	585-388-8862
TIMOTHY G POTTER	235 LAKE ST PENN YAN NY 14527	315-536-2845
PETER NAPOLI	741 BEAR SWAMP RD PERU NY 12972	518-643-0003
DEAN W COLLEY	RTE 52 WEST PINEBUSH NY 12566	845-744-9910
KATIE HUNT-ROTOLO	818 OLD COUNTRY RD PLAINVIEW NY 11803	516-931-8897

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PETER NAPOLI	349 CORNELIA ST PLATTSBURGH NY 12901	518-561-1390
PETER NAPOLI	424 MARGARET ST PLATTSBURGH NY 12901	518-561-5080
DAVE OPSTAD	1620 MAIN ST PLEASANT VALLEY NY 12569	845-635-1787
RICHARD KRAHLING	NYS THRUWAY MM 310 E PORT BYRON NY 13140	315-776-5700
PAUL D TREFZ	321 BOSTON POST RD PORT CHESTER NY 10573	914-937-3355
KATIE HUNT-ROTOLO	5136 NESCONSET HWY PORT JEFFERSON STATION NY 11776	631-928-1460
PAUL M ROSS	171 MARKET ST POTSDAM NY 13676	315-265-6890
DAVE OPSTAD	MID HUDSON CENTER POUGHKEEPSIE NY 12601	845-473-4618
JOY CARLOS WONG	733 MAIN ST POUGHKEEPSIE NY 12603	845-473-3323
PAUL M ROSS	RTE 13 AMES PLAZA PULASKI NY 13142	315-298-5565
PAUL HENDEL	88-14 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	718-217-1585
JOSEF GIALIL	364 DIX AVE QUEENSBURY NY 12804	518-792-3056
RENEE REARDON	819 RTE 9 QUEENSBURY NY 12804	518-793-9446
RENEE REARDON	192 CORINTH ROAD QUEENSBURY NY 12804	518-793-6417
JOSEF GIALIL	310 TROY RD RENSSELAER NY 12144	518-283-3165
JOSEF GIALIL	3155 US HWY 20 RICHFIELD SPRINGS NY 13439	315-858-0532
ROSARIO IRACI	54-29 METROPOLITAN AVE RIDGEWOOD NY 11385	347-728-4266
ROSARIO IRACI	54-04 MYRTLE AVE RIDGEWOOD NY 11385	347-728-4266
KATIE HUNT-ROTOLO	30 FLANDERS RD RIVERHEAD NY 11901	631-727-8727
KATIE HUNT-ROTOLO	268 ROUTE 58 RIVERHEAD NY 11901	631-369-2551
KATIE HUNT-ROTOLO	1770 W MAIN STREET RIVERHEAD NY 11901	631-369-1331
LOUIS BUONO, JR.	35 SPENCER PORT RD ROCHESTER NY 14606	585-429-5824
LOUIS BUONO, JR.	820 CULVER RD ROCHESTER NY 14609	585-288-1182
LOUIS BUONO, JR.	3303 CHILI AVE ROCHESTER NY 14624	585-889-3150
LOUIS BUONO, JR.	1701 EAST AVE ROCHESTER NY 14610	585-271-3960
LOUIS BUONO, JR.	657 EAST RIDGE RD ROCHESTER NY 14621	585-342-3940
RONALD FITHEN	1422-32 MT HOPE AVE ROCHESTER NY 14620	585-473-7966
RONALD FITHEN	3280 MONROE AVE ROCHESTER NY 14618	585-586-1867
TIMOTHY G POTTER	2121 E HENRIETTA ROCHESTER NY 14623	585-334-3082
TIMOTHY G POTTER	45 JAY SCUTTI BLVD ROCHESTER NY 14623	585-292-0060
TIMOTHY G POTTER	3001 SOUTH WINTON ROAD ROCHESTER NY 14623	585-292-1942
DAVID B SINGELYN	275 UPPER FALLS BLVD ROCHESTER NY 14605	585-232-6480
HECTOR URENA III	729 LONG POND RD ROCHESTER NY 14612	585-225-2550
HECTOR URENA, JR.	1571 RIDGE RD E ROCHESTER NY 14621	585-266-0109
HECTOR URENA, JR.	2341 RIDGE RD W ROCHESTER NY 14626	585-225-1512
HECTOR URENA, JR.	3781 WESTRIDGE RD ROCHESTER NY 14626	585-720-6010
WARREN D WEICHBRODT	420 MONROE AVENUE ROCHESTER NY 14607	585-271-2547
NANCY J WILKES	788 LAKE AVE ROCHESTER NY 14613	585-254-8960
NANCY J WILKES	1450 LYELL AVENUE ROCHESTER NY 14606	585-254-4840
ELISA CASTIGLIONE	91-18 BEACH CHANNEL DR ROCKAWAY BEACH NY 11693	718-474-4949
PAUL HENDEL	618 SUNRISE HWY ROCKVILLE CENTRE NY 11570	516-255-9560
KATIE HUNT-ROTOLO	463 ST RT 25A NY ROCKY POINT NY 11778	631-744-4740
HAROLD T CLARK, III	1707 BLACK RIVER BLVD ROME NY 13440	315-336-7541
HAROLD T CLARK, III	ERIE BLVD WESTGATE SHG ROME NY 13440	315-339-2200
JOHN BERT	265 NASSAU RD ROOSEVELT NY 11575	516-867-9478
PAUL HENDEL	244-10 MERRICK BLVD ROSEDALE NY 11422	718-978-4803
ELISA CASTIGLIONE	614 MIDDLE COUNTRY RD SAINT JAMES NY 11780	631-366-0954
DAVID B SINGELYN	735 BROAD ST SALAMANCA NY 14779	716-945-2305
WILLIAM R MARCELLUS	569 LAKE FLOWER RD SARANAC LAKE NY 12983	518-891-2566
CLARK W BRINK	197 S BROADWAY SARATOGA SPRINGS NY 12866	518-587-9652
JOSEF GIALIL	3003 NY 50 SARATOGA SPRINGS NY 12866	518-691-2429
DAVE OPSTAD	350 RT 212 SAUGERTIES NY 12477	845-246-5816
MARGARET GILLIS	1637 ALTAMONT AVE SCHENECTADY NY 12303	518-356-2012
GEORGE R MICHELL	3700 STATE ST SCHENECTADY NY 12304	518-205-2144
GEORGE R MICHELL	103 BROOKVIEW DR SCHENECTADY NY 12303	518-240-1247
JULIO MORGAN GILLIS	1673 UNION ST SCHENECTADY NY 12309	518-372-6953
JULIO MORGAN GILLIS	500 CURRY RD SCHENECTADY NY 12306	518-356-5373
JOSEPH SPADEA	1224 STATE ST SCHENECTADY NY 12304	518-346-2067
WILLIAM A MOHRMANN	971 MONTAUK HWY SHIRLEY NY 11786	631-399-6404
KRIS SEXTON	141 DELAWARE AVE SIDNEY NY 13838	607-563-3484
MATTHEW POTTER	NY STATE TURNPIKE MILE POST 33 S SLOATSBURG NY 10974	845-753-2073
PETER ROTOLO	923 JERICHO TPKE SMITHTOWN NY 11787	631-864-6751
JOSEF GIALIL	111 MAIN STREET SOUTH GLENS FALLS NY 12803	518-761-2430
ROSARIO IRACI	119-05 LIBERTY AVE SOUTH RICHMOND HILL NY 11419	347-728-4266
KATIE HUNT-ROTOLO	307 N SEA RD SOUTHAMPTON NY 11968	631-283-6777
LOUIS BUONO, JR.	44 NICHOLS ST SPENCERPORT NY 14559	585-352-1133
HERBERT J THOMAS, III	106 RT 59 SPRING VALLEY NY 10977	845-356-5520

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GERALD LAURINO	221-12 SO CONDUIT AVE SPRINGFIELD GARDENS NY 11413	718-276-6230
HARRY SCHATMEYER, III	240 S. CASCADE DRIVE SPRINGVILLE NY 14141	716-592-3983
LISA ANN IRACI	3267 RICHMOND AVE STATEN ISLAND NY 10312	718-948-3800
LISA ANN IRACI	1660 RICHMOND AVE STATEN ISLAND NY 10314	718-494-3400
ROSARIO IRACI	2154 HYLAN BLVD STATEN ISLAND NY 10306	347-728-4266
BRIAN SPILLANE	260 PAGE AVENUE STATEN ISLAND NY 10307	718-227-2483
MARIANNE SPILLANE	1815 FOREST AVE STATEN ISLAND NY 10303	718-720-6907
MARIANNE SPILLANE	501 BAY ST STATEN ISLAND NY 10304	718-273-6688
MARIANNE SPILLANE	803 FOREST AVE STATEN ISLAND NY 10310	718-876-6088
KATIE HUNT-ROTOLO	2324 NESCONSET STONY BROOK NY 11790	631-751-1617
JAIME LIEDTKE	571 JERICHO TPKE SYOSSET NY 11791	516-921-6120
RALPH CRAWFORD, JR.	2442 ERIE BLVD E SYRACUSE NY 13224	315-446-0488
GRANT D KEMMERER	1804 TEALL AVE SYRACUSE NY 13206	315-463-0000
JANIS KEMMERER	6481 THOMPSON RD SYRACUSE NY 13206	315-463-9622
COLLEEN M MCLAUGHLIN	4733 ONONDAGA BLVD SYRACUSE NY 13219	315-476-0900
COLLEEN M MCLAUGHLIN	3329 W GENESEE ST SYRACUSE NY 13219	315-218-5757
PAUL M ROSS	6105 S SALINA SYRACUSE NY 13205	315-469-8246
PAUL M ROSS	NY S THURWAY MM280 E SYRACUSE NY 13206	315-463-5400
BRYAN O COLLEY	140 WILDEY ST TARRYTOWN NY 10591	914-332-0351
BRYAN O COLLEY	600 MARBLE AVE THORNWOOD NY 10594	914-747-0381
WILLIAM R MARCELLUS	RT 9 N & 74 TICONDEROGA NY 12883	518-585-7714
HARRY SCHATMEYER, III	820 YOUNG ST TONAWANDA NY 14150	716-213-0029
GEORGE R MICHELL	780 HOOSICK RD TROY NY 12180	518-279-0601
GEORGE R MICHELL	170 HOOSICK STREET TROY NY 12180	518-266-1215
WILLIAM R MARCELLUS	26 DEMARS BLVD TUPPER LAKE NY 12986	518-359-7133
KATIE HUNT-ROTOLO	1110 HEMPSTEAD TPKE UNIONDALE NY 11553	516-292-5944
JOSHUA KAUFMAN	1050 FRONT ST UNIONDALE NY 11553	516-538-7390
HAROLD T CLARK, III	1700 GENESEE ST UTICA NY 13501	315-798-9205
HAROLD T CLARK, JR.	171 N GENESEE ST UTICA NY 13502	315-797-5486
HAROLD T CLARK, JR.	1124 MOHAWK ST UTICA NY 13503	315-733-1818
JOSEPH SPADEA	2939 US HWY 9 VALATIE NY 12184	518-758-2625
MARK B HENDEL	10 W SUNRISE HWY VALLEY STREAM NY 11581	516-823-3475
HAROLD T CLARK, III	3136 VESTAL PKY E VESTAL NY 13850	607-798-7712
TIMOTHY G POTTER	7633 NY-96 VICTOR NY 14564	585-924-7990
BRYAN O COLLEY	205 DELAWARE ST WALTON NY 13856	607-865-8424
KATIE HUNT-ROTOLO	1946 WANTAGH AVE WANTAGH NY 11793	516-781-4499
JOSIE TREFZ	1178 ROUTE 9 WAPPINGERS FALLS NY 12590	845-297-2810
JOSIE TREFZ	967 RT 376 WAPPINGERS FALLS NY 12590	845-227-7451
PAUL M ROSS	2660 BRICKYARD RD WARNERS NY 13164	315-672-3951
WILLIAM R MARCELLUS	3632 MAIN STREET WARRENSBURG NY 12885	518-623-3323
JOE FERRINO	2362 N MAIN ST WARSAW NY 14569	585-786-8711
HAROLD T CLARK, JR.	3918 ONEIDA ST WASHINGTON MILLS NY 13479	315-737-8970
JOSEF GIALIL	42 SARATOGA AVE WATERFORD NY 12188	518-235-7321
TIMOTHY G POTTER	2500 MOUND RD WATERLOO NY 13165	315-539-8927
MICHAEL J MCLAUGHLIN	924 ARSENAL ST WATERTOWN NY 13601	315-786-3073
MICHAEL J MCLAUGHLIN	1809 STATE ST WATERTOWN NY 13601	315-788-0610
GEORGE R MICHELL	16TH STREET & BROADWAY WATERVLIET NY 12189	518-252-0163
HARRY SCHATMEYER, III	1854 EMPIRE BLVD WEBSTER NY 14580	585-671-2868
HARRY SCHATMEYER, III	1135 RIDGE ROAD WEBSTER NY 14580	585-872-0235
DAVID B SINGELYN	RT 417 AND BOLIVAR RD WELLSVILLE NY 14895	585-296-3440
DAVE OPSTAD	12187 STATE ROUTE 9W WEST COXSACKIE NY 12192	518-731-3500
MICHAEL B ANDERER	856 HEMP STEAD AVENUE WEST HEMPSTEAD NY 11552	516-485-4191
JOHN BERT	380 HEMPSTEAD TURNPIKE WEST HEMPSTEAD NY 11552	516-485-2179
ANTHONY M LIEDTKE	131 SUNRISE HWY WEST ISLIP NY 11795	631-661-2800
SANDRA J HAEFNER	1154 UNION RD WEST SENECA NY 14224	716-674-7170
JOHN LAURINO	35 OLD COUNTRY RD WESTBURY NY 11590	516-334-5232
DAVID B SINGELYN	102 E MAIN WESTFIELD NY 14787	716-326-2998
PATRICK C MILLER	160-11 WILLETS POINT BLVD WHITESTONE NY 11357	718-746-6063
KRIS SEXTON	2972 NEW YORK RT 11 WHITNEY POINT NY 13862	607-634-4233
NANCY J WILKES	ROUTE 104 AND ROUTE 21 WILLIAMSON NY 14589	315-589-2878
DAVID B SINGELYN	4987 TRANSIT RD WILLIAMSVILLE NY 14221	716-204-0089
DAVID B SINGELYN	5150 SHERIDAN DR WILLIAMSVILLE NY 14221	716-839-1099
DAVID B SINGELYN	5316 MAIN ST WILLIAMSVILLE NY 14221	716-204-0336
BRYAN O COLLEY	30 NORTH RD WINDSOR NY 13865	607-775-4241
NANCY J WILKES	104 & WHISKEY HILL RD WOLCOTT NY 14590	315-594-1225
MICHAEL A SULLIVAN	91-01 JAMAICA AVENUE WOODHAVEN NY 11421	718-849-1979
THOMAS G PARKER	51-35 NORTHERN BLVD WOODSIDE NY 11377	718-545-3287

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JULIO MORGAN GILLIS	65 MAIN AVE RTE 66 WYNANTS KILL NY 12198	518-283-2089
GEORGE R MICHELL	1200 NEPPERHAN AVE YONKERS NY 10703	914-963-6830
GEORGE R MICHELL	336 TUCKAHOE RD YONKERS NY 10710	914-337-3027
GEORGE R MICHELL	2554 CENTRAL PARK AVE YONKERS NY 10710	914-652-7247
CHRISTIAN C TREFZ	155 S BROADWAY YONKERS NY 10701	914-968-7804
CHRISTIAN C TREFZ	1144 YONKERS AVE YONKERS NY 10704	914-237-2791
HAROLD T CLARK, JR.	350 ORISKANY BLVD YORKVILLE NY 13495	315-736-9281
JESSICA HALL	132 SOUTH MAIN STREET ADA OH 45810	419-634-9540
CARL J BLICKLE	2021 E MARKET ST AKRON OH 44305	330-733-3666
CARL J BLICKLE	946 E WATERLOO RD AKRON OH 44306-3928	330-724-5126
CARL J BLICKLE	3225 ARLINGTON RD AKRON OH 44312-5215	330-644-1085
JOHN C BLICKLE	1720 W EXCHANGE ST AKRON OH 44313-7662	330-836-2951
JOHN C BLICKLE	1230 CANTON RD AKRON OH 44312-3321	330-784-5320
JOHN C BLICKLE	1810 MERRIMAN RD AKRON OH 44313-5284	330-836-6021
JOHN C BLICKLE	1650 COPLEY RD AKRON OH 44320-2537	330-836-8889
JOHN C BLICKLE	390 W MARKET ST AKRON OH 44303-2027	330-376-5942
JOHN C BLICKLE	1349 E TALLMADGE AVE AKRON OH 44310	330-633-1825
JOHN C BLICKLE	246 EAST EXCHANGE AKRON OH 44304	330-376-7324
JOHN C BLICKLE	25 E THORNTON ST AKRON OH 44311	330-252-9245
C THOMAS LOCKE, JR.	578 E MARKET ST AKRON OH 44304-1660	330-762-7747
C THOMAS LOCKE, JR.	5165 MANCHESTER RD AKRON OH 44319-3911	330-645-6686
C THOMAS LOCKE, JR.	3273 MANCHESTER ROAD AKRON OH 44319-1408	330-644-2171
C THOMAS LOCKE, JR.	1365 VERNON ODOM BLVD AKRON OH 44320	330-865-6600
JOHN HOUSE	721 E STATE ST ALLIANCE OH 44601-4915	330-823-5308
JOHN HOUSE	2496 W STATE ST ALLIANCE OH 44601	330-821-4441
MATTHEW BROWN	1261 OHIO PIKE AMELIA OH 45102	513-753-6100
WILLIAM E GALLOWAY	350 E MAIN PO BOX 1406 ANDOVER OH 44003-9701	440-293-6233
MATTHEW J RIVELLO	1100 S DEFIANCE STREET ARCHBOLD OH 43502-1618	419-445-0541
THOMAS P DUCHARME, JR.	2424 E PROSPECT ASHTABULA OH 44004-6358	440-998-7400
THOMAS P DUCHARME, JR.	918 LAKE AVE ASHTABULA OH 44004-2926	440-964-7800
CHRISTOPHER CIELEC	399 RICHLAND AVE ATHENS OH 45701	740-592-1656
CHRISTOPHER CIELEC	922 E STATE ST ATHENS OH 45701	740-592-4575
MARGO A KAROS	199 W GARFIELD AURORA OH 44202-8859	330-562-7399
SHAWN G PAYNE	7195 AURORA RD AURORA OH 44202-9600	330-562-0934
THOMAS P DUCHARME, JR.	2849 GH DRIVE AUSTINBURG OH 44010	440-275-3034
C THOMAS LOCKE, JR.	5526 MAHONING AVE AUSTINTOWN OH 44515	330-792-6410
C THOMAS LOCKE, JR.	1150 N CANFIELD NILES RD AUSTINTOWN OH 44515	330-544-5132
C THOMAS LOCKE, JR.	1709 S RACCOON RD AUSTINTOWN TOWNSHIP OH 44511	330-792-0527
JOHN HOUSE	39100 COLORADO AVE AVON OH 44011-1056	440-934-6953
JOHN HOUSE	32799 WALKER RD AVON LAKE OH 44012-1442	440-933-2738
MARGO A KAROS	17638 CHILLICOTHE ROAD BAINBRIDGE OH 44023	440-543-4817
C THOMAS LOCKE, JR.	500 W TUSCARAWAS AVE BARBERTON OH 44203-2545	330-745-3681
AMANDA L STOLTZ-MOORE	825 E MAIN ST BARNESVILLE OH 43713	740-425-1554
LAUREN MITCHELL	2001 HOSPITAL DR BATAVIA OH 45103	513-732-6516
JESSICA HALL	427 E MAIN ST BEAVERDAM OH 45808	419-643-8500
JOHN HOUSE	25640 MILES RD BEDFORD HEIGHTS OH 44128	216-292-1416
AMANDA L STOLTZ-MOORE	300 28TH ST BELLAIRE OH 43906	740-671-9044
BENJAMIN SCOTT, JR.	1780 S MAIN ST BELLEFONTAINE OH 43311-1510	937-592-0070
BENJAMIN SCOTT, JR.	1127 N MAIN ST BELLEFONTAINE OH 43311	937-593-6237
THOMAS R HUMBAR	100 MCDONALD'S DR BELLEVUE OH 44811-9633	419-483-2215
JEFFREY S MONICA	850 SR 97 BELLVILLE OH 44813	419-886-3505
AMANDA L STOLTZ-MOORE	66640 BEL-MOR ROAD BELMONT OH 43718	740-782-1277
CHAD M NEMESEK	1010 WASHINGT ON BLVD BELPRE OH 45714	740-423-0024
JOHN HOUSE	350 W BAGLEY RD BERE A OH 44017-1348	440-239-0882
LEIGH CHAMNESS	625 W PLANE ST BETHEL OH 45106-9573	513-734-3466
KENNETH PATULA	223 5TH ST BEVERLY OH 45715	740-984-2278
LEIGH CHAMNESS	201 W MAIN ST BLANCHESTER OH 45107	937-783-5609
LEIGH CHAMNESS	4140 HUNT RD BLUE ASH OH 45236	513-793-9870
JERRY A LEWIS	500 SR 103 PO BOX 243 BLUFFTON OH 45817-9620	419-358-9345
MICHELLE PERDUE	22 BOARDMAN CANFIELD ROAD BOARDMAN OH 44512	330-758-6241
STEVEN R TELISCHAK	900 WESTERN RESERVE RD BOARDMAN OH 44512	330-965-9393
GAETANO A CECCHINI	11123 STATE RTE 212 NE BOLIVAR OH 44612-9520	330-874-2444
LAWRENCE A BALL	1050 S MAIN ST BOWLING GREEN OH 43402-4719	419-353-5626
LAWRENCE A BALL	1470 E WOOSTER STREET BOWLING GREEN OH 43402-3260	419-353-9871
MARGO A KAROS	EAST ROYALTON ROAD BROADVIEW HEIGHTS OH 44147	440-740-1144
KENNETH H MCCOY	14841 SNOW RD BROOK PARK OH 44142	216-676-4840
JOHN HOUSE	10700 BROOKPARK RD BROOKLYN OH 44130	216-433-4333

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN HOUSE	4738 RIDGE RD BROOKLYN OH 44144-3327	216-661-1275
JEREMY S HAMILTON	40 TRIGGS RD BROOKVILLE OH 45309-9729	937-833-4233
SHAWN G PAYNE	3115 CENTER RD BRUNSWICK OH 44212-3848	330-225-7771
SHAWN G PAYNE	1733 PEARL RD BRUNSWICK OH 44212	330-225-9941
JAMES D RIVELLO	1207 S MAIN ST BRYAN OH 43506	419-636-5815
MATTHEW P HARPER	I-70 & RT. 79 BUCKEYE LAKE OH 43025	740-929-1690
JESSICA HALL	1660 MARION RD BUCYRUS OH 44820-3115	419-562-3405
BRIAN MORTELLARO	213 E MAIN ST BYESVILLE OH 43723	740-685-9200
AMY D ANSEL	663 LINCOLN AVE CADIZ OH 43907	740-942-2279
ROSS H STOLTZ	44193 FAIRGROUND ROAD CALDWELL OH 43724	740-732-7312
BRIAN MORTELLARO	2351 E WHEELING AVE CAMBRIDGE OH 43725-2164	740-432-7682
BRIAN MORTELLARO	2022 SOUTHGATE PKWY CAMBRIDGE OH 43725	740-439-4143
C THOMAS LOCKE, JR.	2151 LOCUST ST CANAL FULTON OH 44614	330-854-6218
MATTHEW P HARPER	6161 GENDER RD CANAL WINCHESTER OH 43110	614-833-6413
MATTHEW P HARPER	7620 DILEY ROAD NW CANAL WINCHESTER OH 43110	614-834-3256
C THOMAS LOCKE, JR.	586 E MAIN ST CANFIELD OH 44406-1541	330-533-2260
GAETANO A CECCHINI	4757 WEST TUSCARAWAS AVE CANTON OH 44708-5340	330-478-1684
JOHN HOUSE	112 DUEBER ST CANTON OH 44704-1110	330-452-6936
JOHN HOUSE	319 TUSCARAWAS E CANTON OH 44705	330-454-7274
C THOMAS LOCKE, III	3700 HARMONT AVE CANTON OH 44705-4330	330-455-5577
C THOMAS LOCKE, III	3101 CLEVELAND AVE CANTON OH 44709	330-492-8102
C THOMAS LOCKE, III	3251 MAHONING RD NE CANTON OH 44705	330-455-3048
C THOMAS LOCKE, JR.	2331 FAIRCREST ST SW CANTON OH 44706	330-484-2884
C THOMAS LOCKE, JR.	4643 BELDEN VILLAGE RD NW CANTON OH 44718	330-649-4402
C THOMAS LOCKE, III	3713 17TH ST SW CANTON TOWNSHIP OH 44706	330-478-9960
C THOMAS LOCKE, JR.	3109 S CLEVELAND AVE CANTON TOWNSHIP OH 44707-3629	330-484-4884
C THOMAS LOCKE, JR.	4025 LINCOLN ST CANTON TOWNSHIP OH 44707	330-488-0436
JESSICA HALL	1295 S VANCE CAREY OH 43316	419-396-2669
GAETANO A CECCHINI	718 CANTON RD NW CARROLLTON OH 44615-9447	330-627-7770
STACY VORHEES	101 GRAND LAKE RD CELINA OH 45822-1862	419-586-1848
ERIC M GODLOVE	1570 MIAMISBURG-CENTERVILLE RD CENTERVILLE OH 45459	937-401-2629
ERIC M GODLOVE	6270 FAR HILLS AVE CENTERVILLE OH 45459	937-434-4979
JOHN C BLICKLE	430 WATER ST CHARDON OH 44024-1208	440-286-6010
JOHN D POWERS	8329 MAYFIELD RD CHESTERLAND OH 44026-2519	440-729-0599
MEGAN K BRUMFIELD	40 N BRIDGE ST CHILLICOTHE OH 45601-2614	740-772-1294
MEGAN K BRUMFIELD	1225 WESTERN AVENUE CHILLICOTHE OH 45601-1169	740-772-5025
MEGAN K BRUMFIELD	1067 N BRIDGE CHILLICOTHE OH 45601	740-779-6237
MELODY K FEWSTER	1124 E MAIN ST CHILLICOTHE OH 45601-2850	740-774-2335
KATIE M BLANKENSHIP	7916 MONTGOMERY RD CINCINNATI OH 45236-4304	513-791-5553
KATIE M BLANKENSHIP	10748 MONTGOMERY RD CINCINNATI OH 45242-3213	513-489-5374
MATTHEW BROWN	4025 MOUNT CARMEL TOBASCO RD CINCINNATI OH 45255-3405	513-528-1226
MATTHEW BROWN	7337 WOOSTER PIKE CINCINNATI OH 45227	513-272-2124
LEIGH CHAMNESS	4640 CORNELL RD CINCINNATI OH 45241	513-489-0006
KAREN HEIMKREITER	8339 COLERAIN AVE CINCINNATI OH 45239	513-741-0266
KAREN HEIMKREITER	9677 COLERAIN AVE CINCINNATI OH 45251	513-385-5624
BRIAN KILROY	1126 E MCMILLAN ST CINCINNATI OH 45206-2002	513-751-3751
BRIAN KILROY	413 MARTIN LUTHER KING DR CINCINNATI OH 45229-3361	513-221-1288
BRIAN KILROY	7142 READING RD CINCINNATI OH 45237-3807	513-731-4508
BRIAN KILROY	255 W MITCHELL AVE CINCINNATI OH 45232-1907	513-681-9650
BRIAN KILROY	3880 PAXTON ROAD CINCINNATI OH 45209	513-533-3319
BRIAN KILROY	6840 HAMILTON AVE CINCINNATI OH 45224	513-522-7368
BRIAN KILROY	5427 RIDGE AVE CINCINNATI OH 45213	513-351-2294
MICHAEL KILROY	9254 WINTON RD CINCINNATI OH 45231-3936	513-522-0833
MICHAEL KILROY	1202 OMNIPLEX DR CINCINNATI OH 45240-1279	513-671-3635
MICHAEL KILROY	919 W NORTH BEND RD CINCINNATI OH 45224	513-541-8888
PATRICIA K PETERS	55 KIBBY DR CINCINNATI OH 45233	513-467-9016
MELVIN PICKARD	812 EASTGATE NORTH DRIVE CINCINNATI OH 45245	513-752-2008
JUDSON W PICKARD JR.	7671 BEECHMONT AVE CINCINNATI OH 45255-4216	513-231-4665
JUDSON W PICKARD JR.	8969 FIELDS ERTEL RD CINCINNATI OH 45249	513-683-9667
ERICA SHADOIN	5425 WEST NORTH BEND ROAD CINCINNATI OH 45239	513-662-2217
ERICA SHADOIN	5010 DELHI PIKE CINCINNATI OH 45238-5343	513-922-9407
ERICA SHADOIN	6433 GLENWAY AVENUE CINCINNATI OH 45211-5221	513-574-8535
ERICA SHADOIN	5341 N GLENWAY AVE CINCINNATI OH 45238-3754	513-451-1418
ERICA SHADOIN	3738 WARSAW AVE CINCINNATI OH 45205	513-471-2893
MEGAN K BRUMFIELD	1300 S COURT ST CIRCLEVILLE OH 43113-9195	740-477-1950
JOHN HOUSE	9101 KINSMAN AVE CLEVELAND OH 44104-5141	216-721-3111
JOHN HOUSE	4159 LEE RD CLEVELAND OH 44128-2462	216-491-1187

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN HOUSE	3050 CARNEGIE AVE CLEVELAND OH 44115-2631	216-881-7321
JOHN HOUSE	11420 BUCKEYE RD CLEVELAND OH 44104	216-229-8505
JOHN HOUSE	15110 SAINT CLAIR CLEVELAND OH 44110-3720	216-451-8800
JOHN HOUSE	8210 EUCLID AVE CLEVELAND OH 44103	216-421-2306
JOHN HOUSE	6332 BROADWAY AVENUE CLEVELAND OH 44105	216-441-0180
GEOFFREY LEDWIDGE	10411 SAINT CLAIR AVE CLEVELAND OH 44108-1956	216-761-8622
GEOFFREY LEDWIDGE	1540 E 55TH ST CLEVELAND OH 44103-1347	216-432-0848
GEOFFREY LEDWIDGE	3782 W 150TH ST CLEVELAND OH 44111-5801	216-671-7010
KENNETH H MCCOY	10710 LORAIN AVE CLEVELAND OH 44111-5413	216-252-9318
KEVIN MCCOY	7015 DETROIT AVE CLEVELAND OH 44102-3025	216-631-7946
JASON PAYNE	14235 PURITAS RD CLEVELAND OH 44135-2825	216-251-8990
ANGELO STAMES	2500 DENISON AVE CLEVELAND OH 44109-2600	216-741-0598
SUSAN STAMES	5616 MEMPHIS AVE CLEVELAND OH 44144-2240	216-661-6171
SUSAN STAMES	3211 CLARK AVE CLEVELAND OH 44109-1147	216-651-6734
LUKE HUMBARD	1040 W MCPHERSON HWY CLYDE OH 43410	419-547-7878
STACY VORHEES	730 EAST MAIN STREET COLDWATER OH 45828	419-678-1124
STEVEN R TELISCHAK	151 RT 14 COLUMBIANA OH 44408-9417	330-482-2335
ANDRE HILL	381 E MAIN ST COLUMBUS OH 43215-5346	614-464-4626
WANDA L HILL	6914 E BROAD ST COLUMBUS OH 43213	614-864-6023
WANDA L HILL	4640 E MAIN ST COLUMBUS OH 43236	614-863-6631
JAMES A HOLOWICKI	5410 RENNER RD COLUMBUS OH 43228-9361	614-870-0717
JAMES A HOLOWICKI	901 WILSON RD COLUMBUS OH 43204	614-279-7699
SCOTT HOLOWICKI	800 GEORGESVILLE RD COLUMBUS OH 43228-2802	614-324-2372
SCOTT HOLOWICKI	1006 S HIGH ST COLUMBUS OH 43206-2526	614-324-2380
SCOTT HOLOWICKI	3636 W BROAD ST COLUMBUS OH 43228-1411	614-324-2397
SCOTT HOLOWICKI	7557 WORTHINGTON GALENA RD COLUMBUS OH 43085-4797	614-324-2295
SCOTT HOLOWICKI	4840 N HAMILTON RD COLUMBUS OH 43230	614-855-4840
SCOTT HOLOWICKI	8555 ORION PL COLUMBUS OH 43240	614-324-2143
SCOTT HOLOWICKI	4131 MORSE CROSSING COLUMBUS OH 43219	614-324-2253
SCOTT HOLOWICKI	1074 GEMINI PLACE COLUMBUS OH 43240	614-324-2299
SCOTT HOLOWICKI	4601 W BROAD ST COLUMBUS OH 43228	614-324-2387
ALEX MENDOZA	3411 CLEVELAND AVE COLUMBUS OH 43224-2906	614-268-3381
ALEX MENDOZA	1972 N HIGH ST COLUMBUS OH 43201-1165	614-291-8123
ALEX MENDOZA	2520 SOUTH HAMILTON ROAD COLUMBUS OH 43232-4952	614-759-1696
ALEX MENDOZA	2091 E DUBLIN GRANVILLE RD COLUMBUS OH 43229-3524	614-846-6447
ALEX MENDOZA	1020 ALUM CREEK DR COLUMBUS OH 43209-2701	614-252-8336
ALEX MENDOZA	619 HARRISBURG PIKE COLUMBUS OH 43223-2111	614-351-8772
ALEX MENDOZA	3095 N HIGH ST COLUMBUS OH 43202-1109	614-263-1586
ALEX MENDOZA	1589 W BROAD ST COLUMBUS OH 43222-1043	614-274-9494
ALEX MENDOZA	6000 SINCLAIR RD COLUMBUS OH 43229-3204	614-842-9200
ALEX MENDOZA	3550 E BROAD ST COLUMBUS OH 43213-1116	614-237-2776
ALEX MENDOZA	4250 INTERNATIONAL GTWY COLUMBUS OH 43219-1747	614-236-6066
ALEX MENDOZA	6221 CLEVELAND AVE COLUMBUS OH 43231	614-882-4762
ALEX MENDOZA	2441 LOCKBOURNE RD COLUMBUS OH 43207	614-497-0364
ALEX MENDOZA	3005 E LIVINGSTON AVE COLUMBUS OH 43209	614-235-5766
ALEX MENDOZA	1455 CASSADY AVE COLUMBUS OH 43219	614-428-5711
OYE OLATOYE	1661 MORSE ROAD COLUMBUS OH 43229-6501	614-261-9400
KRISTOPHER SMITH	3554 S HIGH ST COLUMBUS OH 43207	614-491-1309
ROGER S SMITH	1377 HARRISBURG PIKE COLUMBUS OH 43223-3229	614-274-2551
ROGER S SMITH	1524 GEORGESVILLE RD COLUMBUS OH 43228	614-878-3519
MICHAEL J P TELICH	1905 W HENDERSON RD COLUMBUS OH 43220-2503	614-459-0542
MICHAEL J P TELICH	910 W 5TH AVE COLUMBUS OH 43212-2657	614-291-7971
MICHAEL J P TELICH	7190 SAWMILL RD COLUMBUS OH 43235-1943	614-761-1606
MICHAEL J P TELICH	760 BETHEL RD COLUMBUS OH 43214-1900	614-442-0033
MICHAEL J P TELICH	2750 BETHEL RD COLUMBUS OH 43220-2217	614-442-5780
MICHAEL J P TELICH	3746 RIVERSIDE DRIVE COLUMBUS OH 43221	614-326-3663
MICHAEL J P TELICH	3600 W DUBLIN GRANDVILLE RD COLUMBUS OH 43235	614-799-9625
MICHAEL J P TELICH	821 E 17TH AVE COLUMBUS OH 43211	614-421-2984
MICHAEL J P TELICH	2865 OLENTANGY RIVER ROAD COLUMBUS OH 43202	614-267-3377
ALI MANDOLI	7575 AUBURN RD CONCORD TOWNSHIP OH 44077	440-357-7078
THOMAS P DUCHARME, JR.	312 STATE ST CONNEAUT OH 44030-2572	440-593-6360
THOMAS P DUCHARME, JR.	2 LOVES DRIVE CONNEAUT OH 44030	440-265-6370
C THOMAS LOCKE, JR.	S R 5 & S R 46 CORTLAND OH 44410	330-638-6262
DAVID J RIEGER	2171 MILLENNIUM BLVD CORTLAND OH 44410	330-372-1112
AMY D ANSEL	101 E CHESTNUT ST COSHOCTON OH 43812-1130	740-622-4300
LARRY J MONICA	210 W MAIN ST CRESTLINE OH 44827-1431	419-683-2585
JOHN C BLICKLE	1787 STATE RD CUYAHOGA FALLS OH 44223-1305	330-923-3348



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN C BLICKLE	1050 GRAHAM RD CUYAHOGA FALLS OH 44224-2935	330-923-8970
CHARLES E GALLOWAY, JR	482 HOWE AVE CUYAHOGA FALLS OH 44307-4957	330-923-9350
ERIC M GODLOVE	4501 LINDEN AVE DAYTON OH 45432-3025	937-256-7901
ERIC M GODLOVE	9228 DAYTON LEBANON PIKE DAYTON OH 45458-3837	937-329-9534
ERIC M GODLOVE	1032 S SMITHVILLE RD DAYTON OH 45403-3421	937-258-0147
ERIC M GODLOVE	2166 S EDWIN C MOSES BLVD DAYTON OH 45408-2658	937-445-0665
ERIC M GODLOVE	6222 WILMINGTON PIKE DAYTON OH 45459-7020	937-848-3315
ERIC M GODLOVE	410 S MAIN ST DAYTON OH 45402-2718	937-222-0001
ERIC M GODLOVE	2757 W ALEX-BELL ROAD DAYTON OH 45459	937-643-9366
ERIC M GODLOVE	1219 NORTH GETTYSBURG DAYTON OH 45417-9552	937-263-7140
JEREMY S HAMILTON	160 WOODMAN DR DAYTON OH 45431	937-938-7528
ALAN R HERZOG	1517 N KEOWEE ST DAYTON OH 45404	937-223-5781
KYLE KINNEY	2450 NEEDMORE RD DAYTON OH 45414	937-278-9923
KYLE KINNEY	3411 YORK COMMONS BOULEVARD DAYTON OH 45414	937-454-3644
JOEL A SCHMIDT	3918 FREE PIKE DAYTON OH 45416-1212	937-278-1707
JOEL A SCHMIDT	4770 N MAIN ST DAYTON OH 45405-5021	937-277-9680
BENJAMIN SCOTT, JR.	6398 BRANDT PIKE DAYTON OH 45424-4041	937-236-3972
JAMES D RIVELLO	1740 E 2ND ST DEFIANCE OH 43512-2446	419-782-6400
JAMES D RIVELLO	1111 N CLINTON ST DEFIANCE OH 43512-9785	419-782-6498
SCOTT HOLOWICKI	279 S SANDUSKY ST DELAWARE OH 43015-2622	614-324-2334
SCOTT HOLOWICKI	2091 US HWY 23 N DELAWARE OH 43015-8804	614-324-2324
SCOTT HOLOWICKI	608 W CENTRAL AVE DELAWARE OH 43015	614-324-2364
JONATHAN P LEWIS	1051 ELIDA AVE DELPHOS OH 45833-1778	419-692-4527
KAREN HEIMKREITER	6590 HARRISON AVE DENT OH 45248	513-574-5402
AMY D ANSEL	3384 DAVIS RD DOVER OH 44622	330-364-1113
BRIAN MORTELLARO	71 MCCOY CROSSING DRESDEN OH 43821	740-754-1171
JAMES A HOLOWICKI	337 W BRIDGE ST DUBLIN OH 43017-2124	614-764-0702
JAMES A HOLOWICKI	6830 PERIMETER LOOP RD DUBLIN OH 43017	614-799-0065
SCOTT HOLOWICKI	5170 TUTTLE CROSSING DUBLIN OH 43017	614-763-6860
GEOFFREY LEDWIDGE	13705 EUCLID AVE EAST CLEVELAND OH 44118-4219	216-851-2431
STEVEN R TELISCHAK	15573 STATE HWY 170 EAST LIVERPOOL OH 43920-9215	330-385-8168
STEVEN R TELISCHAK	60 S MARKET ST EAST PALESTINE OH 44413-1920	330-426-1117
JOHN C BLICKLE	36141 LAKESHORE BLVD EASTLAKE OH 44095	440-918-0855
JEREMY S HAMILTON	1317 N BARRON ST EATON OH 45320-1015	937-456-3830
JOHN HOUSE	5250 DETROIT RD ELYRIA OH 44035-1439	440-934-5120
JOHN HOUSE	311 MIDWAY BLVD ELYRIA OH 44035	440-324-6399
GINA GILLESPIE	410 W NATIONAL RD ENGLEWOOD OH 45322-1404	937-836-1505
JOEL A SCHMIDT	9285 N MAIN ST ENGLEWOOD OH 45415-1158	937-832-1111
JAMES A HOLOWICKI	7521 DAYTON SPRINGFIELD RD ENON OH 45323	937-864-1089
JOHN HOUSE	22291 EUCLID AVE EUCLID OH 44117-1616	216-531-7001
BENJAMIN SCOTT, JR.	1232 KAUFFMAN AVE FAIRBORN OH 45385	937-879-1181
BENJAMIN SCOTT, JR.	410 N BROAD ST FAIRBORN OH 45324-5238	937-878-0172
BENJAMIN SCOTT, JR.	2776 COLONEL GLENN HWY FAIRBORN OH 45324-6250	937-427-0723
BENJAMIN SCOTT, JR.	2853 CENTRE DRIVE FAIRBORN OH 45324	937-458-3599
MATTHEW BROWN	5800 BOYMEL RD FAIRFIELD OH 45014	513-874-1551
KARA E TAFUR	563 NILLES RD FAIRFIELD OH 45014-2605	513-829-6008
KARA E TAFUR	4760 STATE ROUTE 4 FAIRFIELD OH 45014	513-829-9000
JASON PAYNE	22535 LORAIN RD FAIRVIEW PARK OH 44126-2211	440-734-2033
LAWRENCE A BALL	731 TRENTON AVE FINDLAY OH 45840-2642	419-424-0712
SCOTT J BALL	1921 TIFFIN AVE FINDLAY OH 45840-6752	419-423-7755
MICHAEL KILROY	2290 WAYCROSS FOREST PARK OH 45240	513-851-3735
SCOTT J BALL	620 N COUNTY LINE ST FOSTORIA OH 44830	419-436-7534
ERIC M GODLOVE	6810 FRANKLIN LEBANON RD FRANKLIN OH 45005-4558	937-743-9106
ERIC M GODLOVE	1425 E SECOND STREET FRANKLIN OH 45005	937-704-0411
THOMAS R HUMBARD	2014 STATE ROUTE 53 FREMONT OH 43420	419-355-9040
THOMAS R HUMBARD	1801 W STATE ST FREMONT OH 43420	419-334-9571
MATTHEW P HARPER	359 AGLER RD GAHANNA OH 43230	614-475-7900
MATTHEW P HARPER	298 SOUTH HAMILTON ROAD GAHANNA OH 43230	614-475-2112
JESSICA HALL	220 PORTLAND WAY N GALION OH 44833-1631	419-468-9366
CHAD M NEMESEK	1715 EASTERN AVE GALLIPOLIS OH 45631	740-446-1065
JOHN HOUSE	12690 ROCKSIDE RD GARFIELD HEIGHTS OH 44125	216-663-2156
NANCY J HOUSE	5240 TURNEY RD GARFIELD HEIGHTS OH 44125-2642	330-773-4880
WILLIAM E GALLOWAY	8027 STATE ST GARRETTSVILLE OH 44231	330-527-4876
THOMAS P DUCHARME, JR.	1807 S BROADWAY GENEVA OH 44041-8397	440-466-0838
MATTHEW MACKENZIE	22201 WOODVILLE RD GENOA OH 43430	419-855-8116
TIMOTHY J CASCIO	4883 STATE ROUTE 125 GEORGETOWN OH 45121-9590	937-378-6790
JOHN P PERDUE	2724 SALT SPRINGS ROAD GIRARD OH 44420	330-530-3028

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LEIGH CHAMNESS	6778 STATE RTE 28 GOSHEN OH 45122	513-722-2070
JASON PAYNE	412 MAIN ST GRAFTON OH 44044	440-926-3427
MEGAN K BRUMFIELD	223 JEFFERSON ST GREENFIELD OH 45123	937-981-7676
BENJAMIN SCOTT, JR.	1301 WAGNER AVE GREENVILLE OH 45331-2764	937-548-1744
BENJAMIN SCOTT, JR.	1237 SWEITZER RD GREENVILLE OH 45331	937-548-5652
JOEL A SCHMIDT	1331 WASHINGTON BLVD NW HAMILTON OH 45013-1207	513-714-4246
JOEL A SCHMIDT	20 S MARTIN LUTHER KING BLVD HAMILTON OH 45011-2857	513-499-2842
JOEL A SCHMIDT	1420 MILLVILLE AVE HAMILTON OH 45011	513-795-7789
DANIELLE N STAHL	8251 PRINCETON GLENDALE ROAD HAMILTON OH 45011	513-860-4106
KARA E TAFUR	1771 S ERIE BLVD HAMILTON OH 45011-4117	513-868-7222
ROBERT T CUMMINGS, JR	10570 HARRISON AVENUE HARRISON OH 45030-1944	513-367-6839
C THOMAS LOCKE, III	868 W MAPLE ST HARTVILLE OH 44632-9669	330-877-3554
JOSEPH J MORTELLARO	789 S 30TH ST HEATH OH 43056-1207	740-522-4099
MATTHEW P HARPER	100 INTEGRITY DR HEBRON OH 43025	740-928-0194
JONATHAN P LEWIS	200 E HIGH ST HICKSVILLE OH 43526	419-542-5171
JAMES A HOLOWICKI	3685 W MAIN ST HILLIARD OH 43026-1326	614-876-2633
JAMES A HOLOWICKI	4280 CEMETERY ROAD HILLIARD OH 43026	614-876-8995
LEIGH CHAMNESS	1474 N HIGH ST HILLSBORO OH 45133-9401	937-393-1233
TAMER H METAWA	6555 AIRPORT HWY HOLLAND OH 43528-9394	419-866-0675
KRISTEN KNOTH	2400 N MAIN HUBBARD OH 44425-3242	330-534-9176
BENJAMIN SCOTT, JR.	5562 MERILY WAY HUBER HEIGHTS OH 45424-2029	937-236-8699
C THOMAS LOCKE, JR.	134 WEST STEETSBORO RD HUDSON OH 44236-2746	330-650-4284
JASON PAYNE	2118 CLEVELAND RD W HURON OH 44839-1005	419-433-7555
MARGO A KAROS	6201 BRECKSVILLE RD INDEPENDENCE OH 44131-3402	216-642-3918
STEPHEN CIELEC	IRONTON HILLS SHOPPING CENTER IRONTON OH 45638	740-532-1555
BRAD A MUNN	588 E MAIN ST JACKSON OH 45640	740-286-1575
DOMINIC M EPIFANO	102 W WASHINGTON ST JAMESTOWN OH 45335	937-675-7170
ERIC KNOTH	104 N CHESTNUT STREET JEFFERSON OH 44047	440-576-8556
DOMINIC M EPIFANO	12518 US 35 NW JEFFERSONVILLE OH 43128-9508	740-948-2240
JOSEPH J MORTELLARO	625 W COSHOCTON ST JOHNSTOWN OH 43031	740-967-3010
JOHN C BLICKLE	4223 STATE ROUTE 43 KENT OH 44240-6917	330-678-5800
WILLIAM E GALLOWAY	1280 S WATER ST KENT OH 44240-3844	330-678-8665
JONATHAN P LEWIS	990 E COLUMBUS ST KENTON OH 43326-1683	419-674-4967
JASON PAYNE	550 N CENTER ST LAGRANGE OH 44050	440-355-5700
KENNETH H MCCOY	16407 DETROIT AVE LAKEWOOD OH 44107-3625	216-226-7754
JASON PAYNE	1430 W 117TH ST LAKEWOOD OH 44107-5102	216-521-9110
MATTHEW P HARPER	1401 N MEMORIAL DR LANCASTER OH 43130-1628	740-653-1870
MATTHEW P HARPER	1451 E MAIN ST LANCASTER OH 43130-4011	740-687-1069
KATIE M BLANKENSHIP	650 E MAIN ST LEBANON OH 45036-1916	513-932-7540
SCOTT HOLOWICKI	50 MEADOW PARK AVE LEWIS CENTER OH 43035	614-318-1248
JESSICA HALL	2619 ELIDA RD LIMA OH 45801	419-991-3903
JESSICA HALL	2455 SHAWNEE RD LIMA OH 45806-1407	419-999-4368
JESSICA HALL	1920 HARDING HWY LIMA OH 45804-3418	419-222-4592
JESSICA HALL	941 N CABLE RD LIMA OH 45805-1703	419-229-1196
JONATHAN P LEWIS	1965 N WEST ST LIMA OH 45801-2632	419-222-2837
JONATHAN P LEWIS	575 MARKET ST LIMA OH 45801	419-229-9500
STEVEN R TELISCHAK	7800 SR 45 LISBON OH 44432-9396	330-424-3023
MATTHEW P HARPER	12904 STATE RTE 664 S LOGAN OH 43138	740-385-7860
SCOTT HOLOWICKI	915 STATE ROUTE 42 NE LONDON OH 43140-9596	614-324-2371
SCOTT HOLOWICKI	23 E HIGH ST LONDON OH 43140	614-324-2298
JOHN HOUSE	6400 MIDDLE RIDGE RD LORAIN OH 44053-3954	440-233-4145
JASON PAYNE	3221 OBERLIN AVE LORAIN OH 44052	440-960-5353
JASON PAYNE	1725 HENDERSON DRIVE LORAIN OH 44052	440-288-4122
JEFFREY S MONICA	501 S MARKET ST LOUDONVILLE OH 44842-1027	419-994-4794
JOHN HOUSE	219 N CHAPEL ST LOUISVILLE OH 44641-1202	330-875-4678
DANIELLE N STAHL	650 LOVELAND MADERIA RD LOVELAND OH 45140-2703	513-683-7085
BRIAN MALONE	6400 MACEDONIA COMMONS BLVD MACEDONIA OH 44067	330-467-9191
THOMAS P DUCHARME, JR.	6626 N RIDGE RD MADISON OH 44057-2554	440-428-2100
ALI MANDОВI	559 RIVER ST MADISON OH 44057	440-428-5823
KATIE M BLANKENSHIP	2930 W MONTGOMERY RD MAINEVILLE OH 45039	513-677-9504
JEFFREY S MONICA	25 W HANLEY RD MANSFIELD OH 44903-9032	419-756-7708
JEFFREY S MONICA	540 N TRIMBLE RD MANSFIELD OH 44906-2168	419-529-6788
JEFFREY S MONICA	670 N STEWART RD MANSFIELD OH 44905-2154	419-589-8455
LARRY J MONICA	666 LEXINGTON SPRINGMILL RD MANSFIELD OH 44906	419-529-2161
LARRY J MONICA	1480 LEXINGTON AVENUE MANSFIELD OH 44862	419-756-9331
WILLIAM E GALLOWAY	10637 MAIN ST MANTUA OH 44255	330-274-3336
JOHN HOUSE	15629 BROADWAY AVENUE MAPLE HEIGHTS OH 44137	216-332-9930

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAIGE E NAVRATIL	5114 NORTHFIELD RD MAPLE HEIGHTS OH 44137-2107	216-581-0289
C THOMAS LOCKE, JR.	729 GLENDALE RD MARIETTA OH 45750	740-434-5986
C THOMAS LOCKE, JR.	500 PIKE ST MARIETTA OH 45750	740-374-5400
C THOMAS LOCKE, JR.	1101 GILMAN AVE MARIETTA OH 45750	740-568-9003
AMANDA L STOLTZ-MOORE	300 HANOVER ST MARTINS FERRY OH 43935	740-635-1866
JAMES A HOLOWICKI	1080 CHARLES LN MARYSVILLE OH 43040-9797	937-644-9696
JAMES A HOLOWICKI	17781 STATE ROUTE 31 MARYSVILLE OH 43040	937-642-3454
KATIE M BLANKENSHIP	8300 ARBOR SQUARE DRIVE MASON OH 45040	513-229-0141
JUDSON W PICKARD JR.	5301 KINGS ISLAND DR MASON OH 45040	513-336-0820
GAETANO A CECCHINI	2496 LINCOLN WAY E MASSILLON OH 44646-5085	330-833-1162
GAETANO A CECCHINI	200 LINCOLN WAY W MASSILLON OH 44646	330-833-4842
GAETANO A CECCHINI	4121 ERIE ST S MASSILLON OH 44646	330-879-9944
C THOMAS LOCKE, JR.	5554 WALES AVE NW MASSILLON OH 44646	330-833-2655
NADIA J ELWARDANY	1401 ARROWHEAD RD MAUMEE OH 43537	419-897-0840
LARRY A MOORE, JR.	1016 CONANT ST MAUMEE OH 43537-2845	419-893-0631
TONY PHILIOU	6225 MAYFIELD RD MAYFIELD HEIGHTS OH 44124	440-461-6055
BRAD A MUNN	63865 US HWY 50 WEST MCARTHUR OH 45651	740-596-0065
KENNETH PATULA	3910 ST RT 60 NW MCCONNELSVILLE OH 43756	740-962-6990
LEA ANNE HEIDMAN	3160 MEDINA RD MEDINA OH 44256	330-723-4880
SHAWN G PAYNE	1069 N COURT ST MEDINA OH 44256-1566	330-722-8601
SHAWN G PAYNE	5867 WOOSTER PIKE MEDINA OH 44256	330-723-6096
JOHN C BLICKLE	7700 REYNOLDS RD MENTOR OH 44060-5321	440-946-9492
ALI MANDОВI	8775 MENTOR AVE MENTOR OH 44060-6209	440-255-6177
ALI MANDОВI	8380 BROADMOOR ROAD MENTOR OH 44060-7508	440-942-5522
SUSAN STAMES	6083 ANDREWS RD MENTOR OH 44060-2821	440-209-0299
SUSAN STAMES	5745 HEISLEY ROAD MENTOR OH 44060	440-357-7507
ERIC M GODLOVE	8240 SPRINGBORO PIKE MIAMISBURG OH 45342-3792	937-435-3604
JOHN HOUSE	18070 BAGLEY RD MIDDLEBURG HEIGHTS OH 44130	440-243-6186
PAIGE E NAVRATIL	7245 PEARL RD MIDDLEBURG HEIGHTS OH 44130	440-842-7986
JOHN C BLICKLE	15551 KINSMAN RD MIDDLEFIELD OH 44062-9475	440-632-1386
KYLE J PAWLING	3209 S MAIN ST MIDDLETOWN OH 45042	513-422-2476
JASON PAYNE	11015 STATE ROUTE 250 N MILAN OH 44846	419-499-3055
LEIGH CHAMNESS	990 LILA AVE MILFORD OH 45150-1683	513-248-9328
LEIGH CHAMNESS	1101 ST SR 28 MILFORD OH 45150	513-831-2914
BRIAN MORTELLARO	1586 S WASHINGTON ST MILLERSBURG OH 44654-9457	330-674-5334
C THOMAS LOCKE, JR.	601 EAST LINCOLN WAY MINERVA OH 44657	330-868-1150
JASON MONFORT	400 N MAIN ST MINSTER OH 45865	419-628-4500
JOHN C BLICKLE	3868 MOGADORE RD MOGADORE OH 44260	330-628-2299
KATIE M BLANKENSHIP	101 GARVER RD MONROE OH 45050-1237	513-539-2631
JAMES D RIVELLO	1100 E MAIN ST MONTPELIER OH 43543-1266	419-485-8461
LEA ANNE HEIDMAN	3875 MEDINA RD MONTROSE OH 44313	330-666-2007
JEREMY S HAMILTON	1800 DOROTHY LN MORAINЕ OH 45439	937-298-6875
LAUREN MITCHELL	560 N HIGH ST MOUNT ORAB OH 45154	937-444-4517
JOSEPH J MORTELLARO	111 NEWARK RD MOUNT VERNON OH 43050	740-397-5501
JOSEPH J MORTELLARO	1059 COSHOCTON AVE MOUNT VERNON OH 43050	740-397-5503
JOSEPH J MORTELLARO	674 SANDUSKY STREET MOUNT VERNON OH 43050	740-392-5503
BRIAN MORTELLARO	6220 ST RTE 95 MT GILEAD OH 43338	419-768-2210
C THOMAS LOCKE, JR.	12 MUNROE FALLS AVE MUNROE FALLS OH 44262	330-686-9644
MATTHEW J RIVELLO	1805 N SCOTT ST NAPOLEON OH 43545	419-599-1192
CHRISTOPHER CIELEC	21 WATKINS ST NELSONVILLE OH 45764	740-753-4018
ALEX MENDOZA	5421 NEW ALBANY RD W NEW ALBANY OH 43054	614-775-5000
ERIC M GODLOVE	350 W MAIN ST NEW LEBANON OH 45345-1450	937-687-2224
AMANDA L STOLTZ-MOORE	590 CARROL ST NEW LEXINGTON OH 43764-1050	740-342-1147
JASON PAYNE	31 W MAIN STREET NEW LONDON OH 44851-1016	419-929-6231
AMY D ANSEL	1446 4TH ST NW NEW PHILADELPHIA OH 44663	330-343-6566
LEIGH CHAMNESS	1043 OLD US 52 NEW RICHMOND OH 45157	513-553-0581
BRIAN MORTELLARO	490 HIGHLAND BLVD NEWARK OH 43055	740-344-1211
BRIAN MORTELLARO	1335 N 21ST STREET NEWARK OH 43055	740-366-3566
JOSEPH J MORTELLARO	22 UNION ST NEWARK OH 43055	740-344-4920
AMY D ANSEL	211 ADENA DR NEWCOMERSTOWN OH 43832-9445	740-498-8433
MICHELLE PERDUE	20 N CANAL ST NEWTON FALLS OH 44444-1301	330-872-1641
JOHN P PERDUE	2796 ROBBINS AVE NILES OH 44446-4283	330-544-3077
JOHN P PERDUE	428 N MAIN ST NILES OH 44446-5131	330-652-3328
LAWRENCE A BALL	12776 DESHLER RD PO BOX 26 NORTH BALTIMORE OH 45872-0026	419-257-3007
C THOMAS LOCKE, JR.	6855 SUNSET STRIP AVE NW NORTH CANTON OH 44720-7089	330-494-4466
C THOMAS LOCKE, JR.	1407 N MAIN ST NORTH CANTON OH 44720	330-497-8733
C THOMAS LOCKE, JR.	6302 MARKET AVENUE NORTH NORTH CANTON OH 44721	330-497-7707

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
C THOMAS LOCKE, JR.	3439 WHIPPLE AVENUE NW NORTH CANTON OH 44718	330-493-0824
STEVEN R TELISCHAK	SR 7 & OH TPKE NORTH LIMA OH 44514	330-549-9275
JASON PAYNE	27322 LORAIN RD NORTH OLMSTED OH 44070-4034	440-777-6393
JASON PAYNE	32528 LORAIN RD NORTH RIDGEVILLE OH 44039	440-327-4261
JASON PAYNE	35900 CENTER RIDGE RD NORTH RIDGEVILLE OH 44039	440-353-0505
SHAWN G PAYNE	5304 ROYALTON RD NORTH ROYALTON OH 44133-4008	440-237-9988
SHAWN G PAYNE	10333 NORTHFIELD RD NORTHFIELD OH 44067	330-467-0751
LEA ANNE HEIDMAN	3177 GREENWICH RD NORTON OH 44203-5751	330-825-0526
JASON PAYNE	249 BENEDICT AVE NORWALK OH 44857-2346	419-668-4571
JASON PAYNE	199 MILAN AVE NORWALK OH 44857-1135	419-668-1487
BRIAN KILROY	4594 MONTGOMERY ROAD NORWOOD OH 45212	513-631-3012
LUKE HUMBARD	122 E WATER ST OAK HARBOR OH 43449	419-898-4724
BRAD A MUNN	197 N JACKSON ST OAK HILL OH 45656	740-682-6443
PAIGE E NAVRATIL	23321 BROADWAY AVE OAKWOOD VILLAGE OH 44146	440-439-8080
JASON PAYNE	265 S MAIN ST OBERLIN OH 44074-1772	440-774-1314
C THOMAS LOCKE, JR.	825 N MAIN ST ORRVILLE OH 44667	330-683-8898
JONATHAN P LEWIS	777 N PERRY ST OTTAWA OH 45875-1338	419-523-3533
KYLE J PAWLING	601 LOCUST ST OXFORD OH 45056-2111	513-523-8933
JASON PAYNE	95 RICHMOND ST PAINESVILLE OH 44077-3251	440-352-6000
JASON PAYNE	1582 MENTOR AVE PAINESVILLE OH 44077-1705	440-639-0313
JOHN HOUSE	5301 PEARL RD PARMA OH 44129-1503	216-459-0480
MARGO A KAROS	2200 SNOW RD PARMA OH 44134-2731	216-459-1464
CRAIG NAVRATIL	1300 W PLEASANT VALLEY PARMA OH 44134-6715	440-886-6688
PAIGE E NAVRATIL	7505 DAY DR PARMA OH 44129-5602	440-888-4068
PAIGE E NAVRATIL	10400 SPRAGUE RD PARMA OH 44130	440-886-1120
GEOFFREY LEDWIDGE	6421 PEARL RD PARMA HEIGHTS OH 44130	440-888-0313
BRIAN MORTELLARO	103 ETNA CREST BLVD PATASKALA OH 43062	740-964-9920
JOSEPH J MORTELLARO	67 W BROAD ST PATASKALA OH 43062-9552	740-927-2269
JAMES D RIVELLO	911 N WILLIAMS ST PAULDING OH 45879-8800	419-399-2240
CONNIE SCHUMACHER	2811 MEASLEY RIDGE RD PEBBLES OH 45660	937-587-5767
LUKE HUMBARD	26540 DIXIE HWY PERRYSBURG OH 43551	419-872-2210
LUKE HUMBARD	10163 FREMONT PIKE PERRYSBURG OH 43551	419-874-2538
LUKE HUMBARD	3430 LIBBEY RD PERRYSBURG OH 43551-9739	419-837-6300
ANDRE HILL	1091 HILL RD PICKERINGTON OH 43147-8886	614-759-1007
BENJAMIN SCOTT, JR.	995 E ASH ST PIQUA OH 45356	937-773-3100
BENJAMIN SCOTT, JR.	1546 COVINGTON AVENUE PIQUA OH 45356	937-778-8400
JAMES A HOLOWICKI	200 JEFFERSON AVE PLAIN CITY OH 43064	614-873-6222
GREGORY L MILLS	423 W MAIN ST POMEROY OH 45769	740-992-5600
LUKE HUMBARD	1700 E PERRY ST PORT CLINTON OH 43452-1426	419-734-3702
LUKE HUMBARD	18 NE CATAWBA RD PORT CLINTON OH 43452-3701	419-734-4092
BRUCE A PARSLEY	2624 GALLIA STREET PORTSMOUTH OH 45662	740-353-7193
BRUCE A PARSLEY	4587 OLD SCIOTO TRL PORTSMOUTH OH 45662	740-353-2127
MICHAEL J P TELICH	3942 ATTUCKS DRIVE POWELL OH 43065	614-798-1293
STEPHEN CIELEC	6232 ST RT 7 PROCTORVILLE OH 45669	740-886-8700
JOHN C BLICKLE	4190 LYNN RD RAVENNA OH 44266-9527	330-325-0909
WILLIAM E GALLOWAY	418 W MAIN ST RAVENNA OH 44266-2716	330-297-5379
MICHAEL KILROY	8908 READING RD READING OH 45215	513-761-6702
MATTHEW P HARPER	6350 TUSSING RD REYNOLDSBURG OH 43068-3983	614-864-4454
WANDA L HILL	6323 E MAIN ST REYNOLDSBURG OH 43068	614-868-1725
ALEX MENDOZA	13885 REYNOLDSBURG BALTIMORE RD REYNOLDSBURG OH 43068	614-866-0318
C THOMAS LOCKE, JR.	3921 WHEATLEY RD RICHFIELD OH 44286	330-659-3322
MARGO A KAROS	465 RICHMOND RD RICHMOND HEIGHTS OH 44143-2745	216-381-4722
SUZANNE HEAD	1000 SOUTH 2ND STREET RIPLEY OH 45167	937-392-4991
GREGORY J COUTRIS	21675 CENTER RIDGE RD ROCKY RIVER OH 44116-3917	440-333-7020
LUKE HUMBARD	835 LIME CITY RD ROSSFORD OH 43460-1613	419-666-7575
STACY VORHEES	431 E MAIN RUSSELLS POINT OH 43348-9601	937-843-5251
AMANDA L STOLTZ-MOORE	I 70 & OHIO VALLEY MALL SAINT CLAIRSVILLE OH 43950	740-695-4107
STEVEN R TELISCHAK	1892 E STATE ST SALEM OH 44460-3301	330-332-4889
JASON PAYNE	2102 RIVER AVE SANDUSKY OH 44870-3954	419-626-6321
JASON PAYNE	908 W PERKINS SANDUSKY OH 44870-4745	419-624-1709
JASON PAYNE	3511 TIFFIN AVE SANDUSKY OH 44870	419-609-9119
JASON PAYNE	4204 MILAN ROAD SANDUSKY OH 44870-5832	419-625-6355
CONNIE SCHUMACHER	17111 SR 247 SEAMAN OH 45679	937-386-2211
SHAWN G PAYNE	6074 SPEEDWAY DR SEVILLE OH 44273-9107	330-769-2008
MATTHEW BROWN	1695 E KEMPER RD SHARONVILLE OH 45246	513-771-3729
MATTHEW BROWN	3900 HAUCK ROAD SHARONVILLE OH 45241	513-563-6090
LARRY J MONICA	151 MANSFIELD AVE SHELBY OH 44875-1832	419-347-2004

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BENJAMIN SCOTT, JR.	2215 W MICHIGAN AVE SIDNEY OH 45365-9077	937-492-4900
MARGO A KAROS	4500 MAYFIELD RD SOUTH EUCLID OH 44121-4017	216-382-0814
MELVIN PICKARD	738 CORWIN NIXON BOULEVARD SOUTH LEBANON OH 45065	513-480-1353
MELISSA N WELTON	295 COUNTY RD SOUTH POINT OH 45680	740-894-3888
ERIC M GODLOVE	775 W CENTRAL AVE SPRINGBORO OH 45066-1113	937-746-1777
KAREN HEIMKREITER	11723 PRINCETON PIKE SPRINGDALE OH 45246-2505	513-346-3149
JAMES A HOLOWICKI	1160 UPPER VALLEY PIKE SPRINGFIELD OH 45503	937-322-3752
JAMES A HOLOWICKI	1480 HILLCREST AVE SPRINGFIELD OH 45503	937-325-3414
JASON MONFORT	1206 INDIANA AVE ST. MARY'S OH 45885	419-394-8833
C THOMAS LOCKE, JR.	2106 SUNSET BOULEVARD STEUBENVILLE OH 43952	740-264-2477
WILLIAM E GALLOWAY	4346 KENT ROAD STOW OH 44224	330-688-2742
CHARLES E GALLOWAY, JR	712 STEELS CORNERS RD STOW OH 44224	330-923-6261
C THOMAS LOCKE, JR.	5020 DARROW RD STOW OH 44224-1408	330-655-9820
GAETANO A CECCHINI	607 S WOOSTER AVE STRASBURG OH 44680	330-878-2444
WILLIAM E GALLOWAY	9439 SR 14 STREETSBORO OH 44240	330-626-3773
SHAWN G PAYNE	14615 PEARL RD STRONGSVILLE OH 44136-5011	440-572-1832
SHAWN G PAYNE	9192 PEARL ROAD STRONGSVILLE OH 44136	440-260-0804
GAETANO A CECCHINI	725 DOVER RD SUGARCREEK OH 44681	330-852-3417
RODNEY H BOESTER	7352 E ST RT 37 SUNBURY OH 43074-9549	740-965-2263
SCOTT HOLOWICKI	85 N MILLER DRIVE SUNBURY OH 43074	614-324-2388
LARRY A MOORE, JR.	14225 AIRPORT HWY SWANTON OH 43558-1501	419-930-6267
JOHN C BLICKLE	23 SOUTHEAST AVE TALLMADGE OH 44278-2317	330-630-3296
CHRISTOPHER CIELEC	80 N PLAINS RD THE PLAINS OH 45780	740-797-0203
CHAD M NEMESEK	109 STATE ROUTE 325 S THURMAN OH 45685	740-245-5156
THOMAS R HUMBARD	1714 W STATE ROUTE 18 TIFFIN OH 44883-2561	419-447-5925
BENJAMIN SCOTT, JR.	127 S GARBER DR TIPP CITY OH 45371-1147	937-667-3100
JON D HARRIS	1560 E ALEXIS RD TOLEDO OH 43612-3952	419-726-5700
JON D HARRIS	5210 N SUMMIT ST TOLEDO OH 43611-2214	419-727-7828
LUKE HUMBARD	3138 SECOR RD TOLEDO OH 43606-1513	419-535-7661
LUKE HUMBARD	90 MAIN ST TOLEDO OH 43605-2032	419-691-8862
LUKE HUMBARD	567 MANHATTAN BLVD TOLEDO OH 43608-1270	419-729-9414
LUKE HUMBARD	1520 CHERRY ST TOLEDO OH 43608-2912	419-244-5211
LUKE HUMBARD	1540 BROADWAY ST TOLEDO OH 43609-2855	419-255-1404
MATTHEW MACKENZIE	3005 N HOLLAND-SYLVANIA RD TOLEDO OH 43615	419-531-9081
MATTHEW MACKENZIE	1205 W SYLVANIA AVE TOLEDO OH 43612-1705	419-476-8946
MATTHEW MACKENZIE	2130 S REYNOLDS RD TOLEDO OH 43614-1411	419-865-0001
TAMER H METAWA	1225 COLLINGWOOD BOULEVARD TOLEDO OH 43602-1111	419-255-9308
TAMER H METAWA	36 N REYNOLDS RD TOLEDO OH 43615-5214	419-535-1107
TAMER H METAWA	5057 MONROE ST TOLEDO OH 43623-3603	419-472-2801
TAMER H METAWA	3008 MONROE ST TOLEDO OH 43606	419-243-4443
TAMER H METAWA	7159 W CENTRAL AVE TOLEDO OH 43617	419-841-6210
JAMES D RIVELLO	1727 W LASKEY RD TOLEDO OH 43613	419-474-4676
JAMES D RIVELLO	1405 S BYRNE RD TOLEDO OH 43614	419-385-1385
C THOMAS LOCKE, JR.	1850 FRANKLIN ST TORONTO OH 43964	740-537-5370
JOEL A SCHMIDT	5360 SALEM AVE TROTWOOD OH 45426	937-960-1079
BENJAMIN SCOTT, JR.	1560 W MAIN ST TROY OH 45373-2512	937-339-3100
SHAWN G PAYNE	2533 AURORA RD TWINSBURG OH 44087-2147	330-425-3011
AMY D ANSEL	101 MCCAULEY DR UHRICHSVILLE OH 44683	740-922-3298
JOHN C BLICKLE	3672 MASSILLON RD UNIONTOWN OH 44685	330-896-9303
JOHN HOUSE	2224 WARRENSVILLE CENTER RD UNIVERSITY HEIGHTS OH 44118	216-320-9623
JESSICA HALL	1650 E WYANDOT AVE UPPER SANDUSKY OH 43351-9700	419-294-4182
JONATHAN P LEWIS	1162 S SHANNON VAN WERT OH 45891-2446	419-238-2055
JONATHAN P LEWIS	101 CHRISTOPHER CROSSING VAN WERT OH 45891	419-238-4755
KYLE KINNEY	530 E NATIONAL RD VANDALIA OH 45377-2343	937-898-9613
JASON PAYNE	4783 LIBERTY AVE VERMILION OH 44089	440-967-4210
LEA ANNE HEIDMAN	920 HIGH ST WADSWORTH OH 44281-8763	330-336-8100
STACY VORHEES	1376 BELLEFONTAINE ST WAPAKONETA OH 45895-9776	419-738-7264
ERIC KNOTH	162 NORTH RD WARREN OH 44484-4502	330-856-3611
KRISTEN KNOTH	595 SOUTH ST WARREN OH 44483	330-392-9600
JOHN P PERDUE	2487 PARKMAN RD WARREN OH 44485	330-898-3800
BRENDA L RIEGER	4291 MAHONING AVE WARREN OH 44483-1928	330-847-8522
DAVID J RIEGER	2110 NILES COURTLAND RD WARREN OH 44484	330-652-0691
DOMINIC M EPIFANO	280 S ELM ST WASHINGTON COURT HOUSE OH 43160-2170	740-335-0453
DOMINIC M EPIFANO	1401 LEESBURG AVE WASHINGTON COURT HOUSE OH 43160	740-333-1701
LARRY A MOORE, JR.	7228 DUTCH RD WATERVILLE OH 43566	419-930-6270
MATTHEW J RIVELLO	1375 N SHOOP WAUSEON OH 43567-1826	419-337-6776
MELODY K FEWSTER	701 W EMMITT AVE WAVERLY OH 45690-1015	740-947-4661

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GAETANO A CECCHINI	8720 WAYNESBURG DR SE WAYNESBURG OH 44688	330-866-3388
ERIC M GODLOVE	355 S MAIN ST WAYNESVILLE OH 45068	513-897-1110
BRAD A MUNN	1254 S PENNSYLVANIA AVE WELLSTON OH 45692	740-384-4716
C THOMAS LOCKE, JR.	100 LISBON ST WELLSVILLE OH 43968	330-532-3334
ERIC M GODLOVE	741 E DIXIE DR WEST CARROLLTON OH 45449-1924	937-859-3850
MICHAEL KILROY	7085 LIBERTY CENTRE DR WEST CHESTER OH 45069	513-777-9688
MICHAEL KILROY	7679 DOC DRIVE WEST CHESTER OH 45069	513-777-0008
DANIELLE N STAHL	9142 CINCINNTI COLUMBUS RD WEST CHESTER OH 45069	513-779-3656
DANIELLE N STAHL	9160 ALLEN RD WEST CHESTER OH 45069-4834	513-870-0038
JAMES A HOLOWICKI	285 E MAIN ST WEST JEFFERSON OH 43162	614-879-8966
ERIC M GODLOVE	127 N MIAMI ST WEST MILTON OH 45383	937-698-3665
SUZANNE HEAD	11325 STATE HWY 41 WEST UNION OH 45693-9397	937-544-5695
SCOTT HOLOWICKI	4435 EXECUTIVE PKY WESTERVILLE OH 43081-3850	614-890-1096
ALEX MENDOZA	662 SOUTH STATE STREET WESTERVILLE OH 43081-3300	614-891-0198
ALEX MENDOZA	40 S CLEVELAND AVE WESTERVILLE OH 43081-1247	614-882-5719
ALEX MENDOZA	905 N STATE ST WESTERVILLE OH 43082	614-523-4172
GREGORY J COUTRIS	25700 DETROIT RD WESTLAKE OH 44145-2421	440-871-9161
BRUCE A PARSLEY	8808 OHIO RIVER RD WHEELERSBURG OH 45694	740-574-5582
JASON PAYNE	207 E WALTON ST WILLARD OH 44890-9419	419-935-1414
JOHN C BLICKLE	36390 EUCLID AVE WILLOUGHBY OH 44094-4454	440-942-7792
NICK KAROS	2841 BISHOP RD WILLOUGHBY HILLS OH 44092	440-944-2224
ALI MANDONI	31115 VINE ST WILLOWICK OH 44095	440-944-6019
MATTHEW BROWN	5843 SR 68 N WILMINGTON OH 45177-9416	937-382-5583
MATTHEW BROWN	1272 ROMBACH RD WILMINGTON OH 45177	937-382-5211
C THOMAS LOCKE, JR.	140 MAIN STREET WINTERSVILLE OH 43952	740-264-0601
LEIGH CHAMNESS	10573 SPRINGFIELD PIKE WOODLAWN OH 45215	513-771-8890
JOHN C BLICKLE	27570 CHAGRIN BLVD WOODMERE OH 44122	216-378-9933
AMANDA L STOLTZ-MOORE	145 N MAIN ST WOODSFIELD OH 43793	740-472-0100
MATTHEW MACKENZIE	924 W MAIN STREET WOODVILLE OH 43469	419-849-2323
C THOMAS LOCKE, JR.	540 BEALL AVE WOOSTER OH 44691-3524	330-262-3686
C THOMAS LOCKE, JR.	2130 LINCOLN WAY E WOOSTER OH 44691-3818	330-264-1551
C THOMAS LOCKE, JR.	3905 BURBANK RD WOOSTER OH 44691-8520	330-345-6216
SCOTT HOLOWICKI	80 E WILSON BRIDGE RD WORTHINGTON OH 43085-2302	614-324-2097
JEREMY S HAMILTON	1645 N DETROIT STEET XENIA OH 45385	937-374-0103
C THOMAS LOCKE, JR.	3630 BELMONT RD YOUNGSTOWN OH 44505-1404	330-759-2706
C THOMAS LOCKE, JR.	691 MCCARTNEY RD YOUNGSTOWN OH 44505-5016	330-747-6474
JOHN P PERDUE	570 5TH AVE YOUNGSTOWN OH 44502-1241	330-743-6112
MICHELLE PERDUE	601 MIDLOTHIAN RD YOUNGSTOWN OH 44512	330-782-6691
MICHELLE PERDUE	1180 BOARDMAN POLAND ROAD YOUNGSTOWN OH 44514	330-629-8930
RYAN M THORLEY	818 N COUNTRY CLUB RD ADA OK 74820-2844	580-436-4216
RYAN M THORLEY	220 E BROADWAY ALTUS OK 73521-5504	580-482-7555
BRIAN LA PAT	602 OKLAHOMA BLVD ALVA OK 73717	580-327-0044
JOHN BLABER	714 W PETREE ROAD ANADARKO OK 73005	405-247-2948
RYAN M THORLEY	1001 W BROADWAY ARDMORE OK 73401-4530	580-226-5001
RYAN M THORLEY	1202 COOPER DR ARDMORE OK 73401	580-223-1542
RICK M THORLEY	1100 S MISSISSIPPI ATOKA OK 74525-2868	580-889-2511
GLEN D NICHOLS, JR.	606 SE WASHINGTON BLVD BARTLESVILLE OK 74003	918-333-6060
GLEN D NICHOLS, JR.	2441 SE WASHINGTON BLVD BARTLESVILLE OK 74006	918-333-3232
DONALD J SANTIAGO	7010 NW 23RD ST BETHANY OK 73008-5221	405-495-1002
JAY C WAGNER	12101 S MEMORIAL BIXBY OK 74008	918-369-4411
MARTHA BALL	909 N 44TH BLACKWELL OK 74631	580-363-3113
ROBERT E WAGNER, III	702 N MAIN BRISTOW OK 74010	918-367-5661
JAY C WAGNER	830 N ELM PL BROKEN ARROW OK 74012	918-251-6110
JAY C WAGNER	3800 S ELM PL BROKEN ARROW OK 74012	918-451-0303
JAY C WAGNER	2525 N ASPEN BROKEN ARROW OK 74012-1153	918-251-1266
JAY C WAGNER	11091 S HIGHWAY 51 BROKEN ARROW OK 74014	918-486-1610
JAY C WAGNER	1250 E ALBANY ST BROKEN ARROW OK 74012	918-355-0378
MICHAEL L RETZER JR.	513 S PARK DR BROKEN BOW OK 74728	580-584-7300
GLEN D NICHOLS, JR.	300 N 193RD E AVE CATOOSA OK 74015-2854	918-266-7892
ROBERT E WAGNER, III	1818 E 1ST ST CHANDLER OK 74834	405-258-5300
ROBERT E WAGNER, III	346480 E. 890 RD. CHANDLER OK 74079	405-258-4199
JONATHAN CHAN	99 PAUL CARR DRIVE CHECOTAH OK 74426	999-999-9999
JOHN BLABER	HE BAILEY TURNPIKE CHICKASHA OK 73018	405-222-3639
GARY MORNHINWEG	2027 S 4TH ST CHICKASHA OK 73018-5942	405-222-1851
ROBERT E WAGNER, III	14855 N EAST 23RD CHOCTAW OK 73020	405-390-8550
DAVID HADLEY	1404 SO CHOUTEAU AVE CHOUTEAU OK 74337	918-476-6206
GLEN D NICHOLS, JR.	1710 S LYNN RIGGS BLVD CLAREMORE OK 74017	918-342-5191

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GLEN D NICHOLS, JR.	309 S BROADWAY ST CLEVELAND OK 74020	918-358-9200
JOSEPH S PHILLIPS	2301 RED WHEAT CLINTON OK 73601-5315	580-323-0295
GLEN D NICHOLS, JR.	11604 N 135TH E AVE COLLINSVILLE OK 74021	918-371-0632
ROBERT S HORROCKS, JR.	2230 E MAIN ST CUSHING OK 74023-2907	918-225-7515
RYAN M THORLEY	1817 N HWY 81 DUNCAN OK 73533	580-252-1398
RICK M THORLEY	2227 W MAIN ST DURANT OK 74701-4803	580-920-0126
MARTHA BALL	1235 N KELLY EDMOND OK 73003-4865	405-340-3473
MARTHA BALL	1300 E 2ND ST EDMOND OK 73034	405-348-8228
MARTHA BALL	2625 MARKET ST EDMOND OK 73034	405-906-2438
ROBERT E WAGNER, III	2933 E MEMORIAL EDMOND OK 73034	405-478-5444
ROBERT E WAGNER, III	20 SE 33RD ST EDMOND OK 73013	405-359-0209
ROBERT E WAGNER, III	1414 S SANTA FE AVE EDMOND OK 73003	405-844-9668
ROBERT E WAGNER, III	16410 N MAY EDMOND OK 73013	405-340-8744
BRIAN LA PAT	2424 S COUNTRY CLUB DR EL RENO OK 73036-5813	405-262-7500
RYAN M THORLEY	7738 HWY 277 ELGIN OK 73538	580-492-4478
JOSEPH S PHILLIPS	2009 S MAIN ELK CITY OK 73648-9113	580-323-0295
BRIAN LA PAT	1010 W MAINE ST ENID OK 73703	580-233-4500
BRIAN LA PAT	4125 W GARRIOTT ENID OK 73703	580-242-6544
BRIAN LA PAT	1125 W WILLOW ENID OK 73703	580-234-3500
BILLY D SAMPSON	620 S MAIN STREET EUFAULA OK 74432	918-689-9733
BILL MATHEWS	1509 S. ROSS STREET FT. GIBSON OK 74434	918-478-4799
PHILLIP J CLOSE	209 W 3RD GROVE OK 74344-3203	918-786-7149
ROBERT E WAGNER, III	1527 S DIVISION GUTHRIE OK 73044-5009	405-282-0681
KEVIN MARTIN	1906 HWY 64 N GUYMON OK 73942	580-338-5668
GARY MORNHINWEG	3115 S HARRAH RD HARRAH OK 73045	405-391-5002
JONATHAN CHAN	500 E MAIN HENRYETTA OK 74437-4438	918-652-7757
KATHRYN E LOPEZ-THORLEY	424 EAST HWY HOLDENVILLE OK 74848	405-379-3966
ANAND KUMAR	1509 E JACKSON HUGO OK 74743	580-326-0002
MICHAEL L RETZER JR.	201 SE LINCOLN ROAD IDABEL OK 74745	580-286-6158
PHILLIP J CLOSE	404 MAIN STREET JAY OK 74346	918-253-3443
BRIAN LA PAT	1600 S MAIN KINGFISHER OK 73750	405-375-5455
THOMAS N TEAGUE	3144 NW CACHE RD LAWTON OK 73505	580-351-9820
THOMAS N TEAGUE	30 S SHERIDAN LAWTON OK 73501-5501	580-354-0544
THOMAS N TEAGUE	1015 SW LEE BLVD LAWTON OK 73501-5720	580-357-3580
THOMAS N TEAGUE	1 NW 67TH ST LAWTON OK 73505	580-510-8084
THOMAS N TEAGUE	1948 NW 82ND STREET LAWTON OK 73505	580-699-8770
GARY MORNHINWEG	407 LINWOOD PLZ LINDSAY OK 73052	405-756-8853
RICK M THORLEY	511 S 1ST ST MADILL OK 73446	580-795-2600
GLEN D NICHOLS, JR.	30001 W HIGHWAY 51 MANNFORD OK 74044	918-865-2374
RICK M THORLEY	1303 MEMORIAL DRIVE MARIETTA OK 73448	580-276-5415
JONATHAN CHAN	MILE MARKER 66 INDIAN NATION TURNPIKE MCALESTER OK 74501	918-426-4788
BILLY D SAMPSON	1758 E CARL ALBERT PKY MCALESTER OK 74501-5138	918-423-8050
PHILLIP J CLOSE	1131N MAIN ST MIAMI OK 74354	918-542-2094
MARTHA BALL	7551 E. RENO AVE. MIDWEST CITY OK 73110	405-741-2113
ROBERT E WAGNER, III	9001 NE 23RD MIDWEST CITY OK 73141	405-769-7222
PATRICIA M SANTIAGO-BRENNAN	350 S. EASTERN AVE. MOORE OK 73160	405-735-5447
JONATHAN CHAN	140 W SHAWNEE MUSKOGEE OK 74401-4147	918-682-5730
JONATHAN CHAN	2415 CHANDLER ROAD MUSKOGEE OK 74403	918-781-1358
JONATHAN CHAN	101 S 32ND ST MUSKOGEE OK 74401	918-681-4088
JOHN R HADLEY	MUSKOGEE TURNPIKE MUSKOGEE OK 74401	918-683-1878
PATRICIA M SANTIAGO-BRENNAN	101 N TRADING CENTER TER MUSTANG OK 73064	405-376-4414
DONALD J SANTIAGO	3254 HILL STAR DRIVE NEWCASTLE OK 73065	405-387-5888
PATRICIA M SANTIAGO-BRENNAN	101 ED NOBLE PKY NORMAN OK 73072	405-364-0862
PATRICIA M SANTIAGO-BRENNAN	1720 W LINDSEY ST NORMAN OK 73069	405-329-4800
PATRICIA M SANTIAGO-BRENNAN	2030 HIGHWAY 9 WEST NORMAN OK 73072	405-329-5900
PATRICIA M SANTIAGO-BRENNAN	3520 W TECUMSEH RD NORMAN OK 73072	405-310-4050
JONATHAN CHAN	609 S WOODY GUTHRIE ST OKEMAH OK 74859-4643	918-623-9232
MARTHA BALL	1535 NW 50TH ST OKLAHOMA CITY OK 73118-4411	405-858-0100
MARTHA BALL	12135 N I 35 OKLAHOMA CITY OK 73131	405-478-4747
MICHAEL C HOM	1004 W SHERIDAN OKLAHOMA CITY OK 73106	405-235-1400
MICHAEL C HOM	5815 NORTH MARTIN LUTHER KING AVENUE OKLAHOMA CITY OK 73111-7050	405-424-1141
MICHAEL C HOM	113 NW 23RD ST OKLAHOMA CITY OK 73103-4306	405-525-4115
MICHAEL C HOM	501 E RENO AVE OKLAHOMA CITY OK 73102-5014	405-272-5125
GARY MORNHINWEG	7800 S SOONER RD OKLAHOMA CITY OK 73135	405-733-3039
DONALD J SANTIAGO	11000 N ROCKWELL OKLAHOMA CITY OK 73132	405-721-2100
DONALD J SANTIAGO	3722 NW 39TH ST OKLAHOMA CITY OK 73112	405-943-0140
PATRICIA M SANTIAGO-BRENNAN	5812 NORTHWEST EXPY OKLAHOMA CITY OK 73132-5239	405-721-9700

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICIA M SANTIAGO-BRENNAN	312 S MERIDIAN AVE OKLAHOMA CITY OK 73108-1012	405-942-6023
PATRICIA M SANTIAGO-BRENNAN	201 S COUNCIL OKLAHOMA CITY OK 73128	405-782-0645
PATRICIA M SANTIAGO-BRENNAN	8001 NW HWY OKLAHOMA CITY OK 73132	405-721-8000
PATRICIA M SANTIAGO-BRENNAN	401 S MACARTHUR BLVD OKLAHOMA CITY OK 73128	405-789-2293
PATRICIA M SANTIAGO-BRENNAN	4 S MUSTANG RD OKLAHOMA CITY OK 73099	405-265-1834
PATRICIA M SANTIAGO-BRENNAN	400 S MORGAN RD OKLAHOMA CITY OK 73128	405-495-8888
PATRICIA M SANTIAGO-BRENNAN	10609 S MAY AVE OKLAHOMA CITY OK 73170	405-735-8724
PATRICIA M SANTIAGO-BRENNAN	925 SW 134TH ST OKLAHOMA CITY OK 73170	405-692-1333
RAMONA SANTIAGO-DAVIS	6700 N MAY OKLAHOMA CITY OK 73116	405-842-3314
RAMONA SANTIAGO-DAVIS	12216 N PENNSYLVANIA OKLAHOMA CITY OK 73120-7834	405-286-9698
RAMONA SANTIAGO-DAVIS	2101 NW 23RD ST OKLAHOMA CITY OK 73107	405-524-4100
RAMONA SANTIAGO-DAVIS	13501 N MACARTHUR OKLAHOMA CITY OK 73142	405-722-8500
RAMONA SANTIAGO-DAVIS	7401 S CHOCTAW ROAD OKLAHOMA CITY OK 73020	405-391-3305
ROBERT E WAGNER, III	14001 N PENNSYLVANIA AVE OKLAHOMA CITY OK 73134	405-749-1900
TONJUA WHETSTONE	6012 S PENNSYLVANIA AVE OKLAHOMA CITY OK 73159-3302	405-685-9600
TONJUA WHETSTONE	2901 S MAY OKLAHOMA CITY OK 73108-5625	405-681-4225
JONATHAN CHAN	480 S WOOD DR OKMULGEE OK 74447	999-999-9999
GLEN D NICHOLS, JR.	7590 OWASSO EXPY OWASSO OK 74055-3445	188-272-3012
GLEN D NICHOLS, JR.	12101 E 96TH ST N OWASSO OK 74055	918-376-9937
RYAN M THORLEY	2635 WEST GRANT AVE PAULS VALLEY OK 73075	405-238-2282
GLEN D NICHOLS, JR.	1900 E MAIN PAWHUSKA OK 74056	918-287-2385
ROBERT S HORROCKS, III	MILE 36 CIMARRON TURNPIKE PAWNEE OK 74058	918-454-2423
ROBERT S HORROCKS, JR.	102 E HWY 33 PERKINS OK 74059	405-547-8664
ROBERT S HORROCKS, III	2802 W FIR PERRY OK 73077	580-336-3455
PATRICIA M SANTIAGO-BRENNAN	13300 PIEDMONT RD PIEDMONT OK 73099	405-283-0840
MARTHA BALL	2124 N 14TH ST PONCA CITY OK 74601-1829	580-762-8686
JAMES K HADLEY	1801 N BROADWAY POTEAU OK 74953-3532	918-647-8700
GLEN D NICHOLS, JR.	849 S MILL ST PRYOR OK 74361-6021	918-825-4032
GARY MORNHINWEG	2211 S 9TH PURCELL OK 73080-1742	405-527-6595
JOHN R HADLEY	126 W RAY FINE BLVD ROLAND OK 74954	918-427-4241
JOHN R HADLEY	1006 S ROBERT KERR BLVD SALLISAW OK 74955-7225	918-775-2840
MICHAEL J SAWYER	HWY. 66 EL CAMINO SAYRE OK 73662	580-928-9361
RYAN M THORLEY	1423 MILT PHILLIPS BLVD SEMINOLE OK 74868-2327	405-382-2965
GLEN D NICHOLS, JR.	610 W ROGERS BLVD SKIATOOK OK 74070	918-396-9496
BILLY D SAMPSON	1310 E MAIN ST STIGLER OK 74462	918-967-4199
ROBERT S HORROCKS, JR.	110 W MCELROY STILLWATER OK 74076	405-377-0900
ROBERT S HORROCKS, JR.	920 W 6TH ST STILLWATER OK 74074	405-743-0370
BILL MATHEWS	201 W LOCUST ST STILWELL OK 74960	918-797-2111
ROBERT E WAGNER, III	TURNER TURNPIKE STROUD OK 74079	918-968-2888
ROBERT E WAGNER, III	801 ADA WEBB DR STROUD OK 74079	918-968-2399
RYAN M THORLEY	2539 W BROADWAY AVE SULPHUR OK 73086	580-622-2440
BILL MATHEWS	2100 MAHANEY AVE TAHLEQUAH OK 74464	918-456-4740
RYAN M THORLEY	1210 GORDON COOPER DR TECUMSEH OK 74873	405-598-0260
DONALD J SANTIAGO	10809 N MAY THE VILLAGE OK 73120	405-755-0442
MICHEAL GENTRY	4249 S YALE ST TULSA OK 74135-6004	918-663-0400
MICHEAL GENTRY	2104 S SHERIDAN TULSA OK 74133	918-835-2208
MICHEAL GENTRY	1708 E 1ST ST TULSA OK 74104-1401	918-599-7730
MICHEAL GENTRY	5819 S 49TH WEST AVE TULSA OK 74107	918-445-3527
MICHEAL GENTRY	1441 N PEORIA TULSA OK 74104	918-599-0631
MICHEAL GENTRY	2245 SOUTHWEST BLVD TULSA OK 74107-2706	918-585-9260
MICHEAL GENTRY	1216 E 15TH ST S TULSA OK 74120	918-295-8936
MICHEAL GENTRY	229 N GILCREASE MUSEUM RD TULSA OK 74127-6537	918-596-0000
JAY C WAGNER	1406 E 71ST TULSA OK 74136-5037	918-494-0242
JAY C WAGNER	7105 S OLYMPIA AVE W TULSA OK 74132	918-445-7201
ROBERT E WAGNER, III	4935 S MEMORIAL DR TULSA OK 74145-6914	918-664-6085
ROBERT E WAGNER, III	7010 S ZURICH AVE TULSA OK 74136	918-492-8701
ROBERT E WAGNER, III	8952 S MEMORIAL DR TULSA OK 74133-4303	918-250-0091
ROBERT E WAGNER, III	9525 E 71ST ST S TULSA OK 74145	918-250-6024
ROBERT E WAGNER, III	3106 S MEMORIAL RD TULSA OK 74135	918-622-1171
ROBERT E WAGNER, III	8112 S MINGO RD TULSA OK 74133	918-461-8616
ROBERT E WAGNER, III	333 S 129TH E AVE TULSA OK 74101	918-234-0800
ROBERT E WAGNER, III	1301 S HARVARD TULSA OK 74112	918-834-1895
ROBERT E WAGNER, III	4780 S HARVARD AVENUE TULSA OK 74135	918-742-5100
GLEN D NICHOLS, JR.	WILL ROGERS TURNPIKE VINITA OK 74301	918-256-5571
GLEN D NICHOLS, JR.	111 E ILLINOIS VINITA OK 74301	918-256-6364
DAVID HADLEY	420 S DEWEY WAGONER OK 74467-5500	918-485-9548
JOHN R HADLEY	1003 S HWY 2 WARNER OK 74469	918-463-5313



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DONALD J SANTIAGO	5850 NW 39TH EXPY WARR ACRES OK 73122	405-782-0361
JOSEPH S PHILLIPS	105 N WASHINGTON WEATHERFORD OK 73096	580-774-1000
BILLY D SAMPSON	417 W MAIN WILBURTON OK 74578	918-465-9833
KEVIN MARTIN	2720 OKLAHOMA AVE WOODWARD OK 73801-4012	580-254-2299
PATRICIA M SANTIAGO-BRENNAN	31 W MAIN YUKON OK 73099-2234	405-354-1285
PATRICIA M SANTIAGO-BRENNAN	1252 GARTH BROOKS BLVD YUKON OK 73099	405-354-1779
DANIEL A TURNER	3232 E PACIFIC ALBANY OR 97321	541-928-1230
DANIEL A TURNER	1820 PACIFIC BLVD SW ALBANY OR 97321-3532	541-926-0929
DONALD D ARMSTRONG	19525 SW TUALATIN VALLEY HWY ALOHA OR 97006-2340	503-649-7092
DONALD D ARMSTRONG	17555 SW FARMINGTON RD ALOHA OR 97007	503-352-4170
TODD TOBEY	645 MARINE DRIVE ASTORIA OR 97103-4238	503-325-4168
BEAU WILLADSEN	760 CAMPBELL ST BAKER CITY OR 97814	541-523-7041
DONALD D ARMSTRONG	9475 SOUTHWEST BEAVERTON HILLSDALE HIGHW BEAVERTON OR 97005	503-646-1816
DONALD D ARMSTRONG	3519 CEDAR HILLS BLVD BEAVERTON OR 97005-2026	503-430-5042
DONALD D ARMSTRONG	15975 SW REGATTA LN BEAVERTON OR 97006	503-614-8799
SCOTT ACARREGUI	2048 NE 3RD ST BEND OR 97701-3815	541-389-3665
SCOTT ACARREGUI	1151 SE 3RD BEND OR 97702	541-389-8222
SCOTT ACARREGUI	2630 NE HWY 20 BEND OR 97701	541-389-8122
SCOTT ACARREGUI	220 SW CENTURY DR BEND OR 97702	541-389-8324
HARPREET DHESI	815 CHETCO AVE BROOKINGS OR 97415-0250	541-469-9572
MERLE MAYER	709 S WEST 1ST ST CANBY OR 97013-3823	503-232-7005
LYLE EUGENE HILL III	43 S 9TH ST CENTRAL POINT OR 97502	541-664-1663
JOSEPHINE D CRENSHAW	19850 SE HWY 212 CLACKAMAS OR 97015	503-658-0709
MERLE MAYER	15960 SE 82ND DR CLACKAMAS OR 97015-9502	503-656-0758
MERLE MAYER	13470 SE HWY 212 CLACKAMAS OR 97015	503-657-2855
DASONDA S SANDHAR	91027 S COBURG INDUSTRIAL WAY COBURG OR 97408	541-485-1252
CARL ARMSTRONG	772 S BROADWAY COOS BAY OR 97420-1542	541-267-2688
CARL ARMSTRONG	2051 NEWMARK AVE COOS BAY OR 97420	541-888-2479
MALCOLM PARRISH	2250 NW 9TH ST CORVALLIS OR 97330-1555	541-753-1014
MALCOLM PARRISH	300 NW 3RD ST CORVALLIS OR 97330	541-754-8050
TIMOTHY WILLIAMSON	1520 GATEWAY BLVD COTTAGE GROVE OR 97424-1262	541-942-0024
DANIEL A TURNER	227 E ELLENDALE AVE DALLAS OR 97338-1511	503-623-3288
SHANE D CAMPBELL	55 RIVER AVE EUGENE OR 97402	541-689-1303
SHANE D CAMPBELL	1580 COBURG RD EUGENE OR 97401-4802	541-686-2528
SHANE D CAMPBELL	1910 6TH AVE W EUGENE OR 97402-4308	541-342-5533
SHANE D CAMPBELL	659 E BROADWAY EUGENE OR 97403	541-485-3857
SHANE D CAMPBELL	3555 W 11TH ST EUGENE OR 97402	541-343-8440
SHANE D CAMPBELL	2125 CUBIT ST EUGENE OR 97402	541-607-5834
TIMOTHY WILLIAMSON	2855 WILLAMETTE EUGENE OR 97401	541-485-5190
CARL ARMSTRONG	2060 HWY 101 FLORENCE OR 97439	541-997-5046
JAMES W MONROE II	3315 PACIFIC AVE FOREST GROVE OR 97116-1914	503-352-9076
MERLE MAYER	820 E BERKELEY ST GLADSTONE OR 97027	503-557-9951
LYLE EUGENE HILL III	1891 N 6TH ST GRANTS PASS OR 97526-1057	541-507-1015
LYLE EUGENE HILL III	204 NE BEACON DR GRANTS PASS OR 97526-3842	541-471-1821
LYLE EUGENE HILL III	1610 ALLEN CREEK ROAD GRANTS PASS OR 97527	541-472-1772
JOSEPHINE D CRENSHAW	1567 NE BURNSIDE RD GRESHAM OR 97030	503-665-4511
JUAN MARQUEZ	900 SW HIGHLAND DR GRESHAM OR 97080-6373	503-667-6914
MARK BYNUM	12440 SE 82ND HAPPY VALLEY OR 97086	503-654-9351
MERLE MAYER	11899 SE SUNNYSIDE ROAD HAPPY VALLEY OR 97015	503-658-5107
LEE ADAMS	1320 N 1ST HERMISTON OR 97838-1102	541-567-2544
DONALD D ARMSTRONG	2435 NW TOWN CENTER DR HILLSBORO OR 97006-8948	503-747-3784
DONALD D ARMSTRONG	110 SE BASELINE ST HILLSBORO OR 97123	503-648-5700
DONALD D ARMSTRONG	1215 NE 48TH HILLSBORO OR 97124	503-844-8621
DONALD D ARMSTRONG	6399 NW CORNELIUS PASS ROAD HILLSBORO OR 97124	503-439-0090
DONALD D ARMSTRONG	2090 SE CYPRESS ST HILLSBORO OR 97123-7246	503-648-3622
PAUL L RODBY	641 N HWY 20 HINES OR 97738	541-573-5633
DANIEL JASON BUSTOS	1049 MARINA WAY HOOD RIVER OR 97031-2378	541-386-2268
DANIEL JASON BUSTOS	2101 CASCADE AVENUE HOOD RIVER OR 97031	541-386-9004
DANIEL A TURNER	1315 MONMOUTH ST INDEPENDENCE OR 97351	503-838-3337
DASONDA S SANDHAR	355 W 10TH JUNCTION CITY OR 97448	541-998-1250
MICHAEL SEAMAN	4880 NE RIVER RD KEIZER OR 97303-4538	503-390-3522
MICHAEL SEAMAN	6025 KEIZER STATION BLVD NE KEIZER OR 97303	503-463-1144
ROSS A KELLY	1874 AVALON BLVD KLAMATH FALLS OR 97601	541-884-6654
ROSS A KELLY	2481 CAMPUS DR KLAMATH FALLS OR 97601-1102	541-882-9410
BEAU WILLADSEN	2308 ISLAND AVE LA GRANDE OR 97850	541-963-9015
SCOTT ACARREGUI	16505 REED ROAD LA PINE OR 97739	541-536-3065
DONALD D ARMSTRONG	16044 LOWER BOONES FERRY ROAD LAKE OSWEGO OR 97034	503-636-1579

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL SEAMAN	2250 S SANTIAM HWY LEBANON OR 97355-2481	541-451-2820
TODD TOBEY	4060 N HWY 101 LINCOLN CITY OR 97367	541-994-4838
PAUL L RODBY	28 NE OAK ST MADRAS OR 97741	541-475-3580
TRAVIS KENNEDY	1691 N HWY 99 W MCMINNVILLE OR 97128-2728	503-472-0808
TRAVIS KENNEDY	225 NE NORTON LN MCMINNVILLE OR 97128	503-472-0606
LYLE EUGENE HILL III	221 FERN VALLEY RD MEDFORD OR 97501	541-535-7683
LYLE EUGENE HILL III	295 E BARNETT MEDFORD OR 97501	541-779-3362
ROXANNE KENNEDY	1140 BIDDLE RD MEDFORD OR 97504	541-779-3334
ROXANNE KENNEDY	3611 CRATER LAKE HWY MEDFORD OR 97504	541-857-2904
LEE ADAMS	408 S MAIN ST MILTON FREEWATER OR 97862-1058	541-938-4305
MARK BYNUM	8151 SE LAMPHIER MILWAUKIE OR 97222	503-774-2960
DOUGLAS A SCHWINDT	10970 SE OAK ST MILWAUKIE OR 97222-6695	503-659-0979
DOUGLAS A SCHWINDT	15870 SE MCLOUGHLIN BLVD MILWAUKIE OR 97267	503-654-6268
MERLE MAYER	1565 W MAIN ST MOLALLA OR 97038	503-714-8703
SHANE D CAMPBELL	280 PRUNER RD MYRTLE CREEK OR 97457	541-863-7799
ROXANNE KENNEDY	3005 PORTLAND RD NEWBERG OR 97132-2074	503-538-6611
TODD TOBEY	1300 N COAST HWY NEWPORT OR 97365-2445	541-265-9866
CARL ARMSTRONG	3303 BROADWAY AVENUE NORTH BEND OR 97459-2201	541-756-6617
JAMES W MONROE II	9975 NW GLENCOE RD NORTH PLAINS OR 97133	503-647-5070
JORGE J RIBEIRO	1690 E IDAHO AVE ONTARIO OR 97914-3028	541-889-2525
JORGE J RIBEIRO	1476 SW 4TH AVE ONTARIO OR 97914	541-881-8787
MARK BYNUM	1450 S MOLALLA OREGON CITY OR 97045-4004	503-655-7649
KAREN FITZGERALD	2010 CLACKAMETTE DR OREGON CITY OR 97045	503-655-2393
BEAU WILLADSEN	900 SOUTHGATE PENDLETON OR 97801-3950	541-276-6696
BEAU WILLADSEN	72489 HIGHWAY 331 PENDLETON OR 97801	541-276-2327
MALCOLM PARRISH	125 S 14TH ST PHILOMATH OR 97370	541-929-3335
DONALD D ARMSTRONG	10050 SW BARBUR BLVD PORTLAND OR 97219	503-246-6711
DONALD D ARMSTRONG	13459 NWCORNELL RD PORTLAND OR 97229	503-643-9455
DANIEL JASON BUSTOS	2231 NE 181ST AVE PORTLAND OR 97230-6924	503-667-0722
MARK BYNUM	5613 SE 82ND AVE PORTLAND OR 97266-4813	503-777-9007
JAMES DOTSON	12109 NE GLISAN STREET PORTLAND OR 97220	503-252-8057
JAMES DOTSON	2875 SE POWELL BLVD PORTLAND OR 97202-2051	503-233-4029
JAMES DOTSON	9100 SE POWELL BLVD PORTLAND OR 97266	503-775-0339
JAMES DOTSON	18320 SE STARK ST PORTLAND OR 97233	503-665-4736
JAMES DOTSON	1525 NE 103RD AVE PORTLAND OR 97220	503-256-9290
KAREN FITZGERALD	12005 N CENTER ST PORTLAND OR 97217-7816	503-289-2127
KAREN FITZGERALD	1520 NE GRAND PORTLAND OR 97232-1153	503-287-7719
KAREN FITZGERALD	2010 NE CESAR E CHAVEZ BLVD PORTLAND OR 97212-5333	503-282-1234
KAREN FITZGERALD	3208 NW YEON PORTLAND OR 97210-1524	503-223-9235
KAREN FITZGERALD	7487 N IDA AVE PORTLAND OR 97203	503-289-3544
JUAN MARQUEZ	12026 NE AIRPORT WAY PORTLAND OR 97230	503-253-1695
JUAN MARQUEZ	7000 NE AIRPORT WAY STE 220 PORTLAND OR 97218	503-281-0679
JAMES W MONROE II	1831 W BURNSIDE PORTLAND OR 97209	503-227-6870
JAMES W MONROE II	8011 NE MARTIN LUTHER KING JR BLVD PORTLAND OR 97211	503-283-6733
IAN OLSON	8149 SE STARK PORTLAND OR 97215	503-251-1211
TYLER OLSON	3330 NE 82ND AVE PORTLAND OR 97220-5230	503-254-5349
PAUL L RODBY	498 W 3RD ST PRINEVILLE OR 97754	541-447-2571
PAUL L RODBY	2456 S HWY 97 REDMOND OR 97756-8874	541-923-1923
PAUL L RODBY	895 SW RIMROCK WAY REDMOND OR 97756	541-504-0073
CARL ARMSTRONG	310 N 14TH ST REEDSPORT OR 97467	541-271-7441
SHANE D CAMPBELL	511 NE GARDEN VALLEY RD ROSEBURG OR 97470-2081	541-672-7002
SHANE D CAMPBELL	2535 NW STEWART PARKWAY ROSEBURG OR 97470	541-440-9025
SHANE D CAMPBELL	150 ROBERTS CREEK ROAD ROSEBURG OR 97471	541-784-9477
KAREN FITZGERALD	58771 S COLUMBIA RIVER HWY SAINT HELENS OR 97051	503-397-6164
JILL POLLARD	4020 COMMERCIAL ST SE SALEM OR 97302-3839	503-581-3683
JILL POLLARD	1011 LANCASTER DRIVE NE SALEM OR 97301-2934	503-364-7105
JILL POLLARD	570 WALLACE RD NW SALEM OR 97304	503-587-7318
JILL POLLARD	5090 COMMERCIAL ST SE SALEM OR 97306	503-391-6641
MICHAEL SEAMAN	1110 CENTER ST NE SALEM OR 97301-2523	503-363-5314
MICHAEL SEAMAN	3990 DEVONSHIRE AVE SALEM OR 97305	503-364-7073
MICHAEL SEAMAN	1598 HAWTHORNE AVE SALEM OR 97302	503-316-0835
MICHAEL SEAMAN	3995 RICKEY ST SE SALEM OR 97301	503-364-9353
MICHAEL SEAMAN	4706 PORTLAND RD NE SALEM OR 97305	503-304-9170
MICHAEL SEAMAN	2830 BROADWAY ST NE SALEM OR 97309	503-362-4929
MERLE MAYER	37445 SE HWY 26 SANDY OR 97055-9250	503-668-7600
KAREN FITZGERALD	33558 HAVLIK DR SCAPPOOSE OR 97056	503-543-3106
TODD TOBEY	225 S ROOSEVELT DR SEASIDE OR 97138-6741	503-738-9498

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROXANNE KENNEDY	21355 SHERWOOD BLVD SHERWOOD OR 97140	503-625-6998
MERLE MAYER	1049 N 1ST ST SILVERTON OR 97381	503-873-2885
SCOTT ACARREGUI	1001 RAILWAY AVENUE SISTERS OR 97759	541-549-6080
DASONDA S SANDHAR	1565 MOHAWK BLVD SPRINGFIELD OR 97477-3355	541-726-4007
TIMOTHY WILLIAMSON	3405 GATEWAY ST SPRINGFIELD OR 97477-1057	541-746-2819
TIMOTHY WILLIAMSON	5701 MAIN ST SPRINGFIELD OR 97477	541-744-1103
LEE ADAMS	2115 HWY 395 STANFIELD OR 97875	541-449-3491
MICHAEL SEAMAN	1988 SHAFF RD STAYTON OR 97383	503-769-4552
SHANE D CAMPBELL	1379 W CENTRAL SUTHERLIN OR 97479	541-459-0931
MICHAEL SEAMAN	2000 HWY 20 SWEET HOME OR 97386	541-367-5516
DANIEL JASON BUSTOS	1315 W 6TH THE DALLES OR 97058-3517	541-298-5747
DANIEL JASON BUSTOS	341 LONE PINE DR THE DALLES OR 97058	541-298-5700
DONALD D ARMSTRONG	12090 SW MAIN TIGARD OR 97223-6218	503-639-8585
DONALD D ARMSTRONG	12388 SW SCHOLLS FERRY RD TIGARD OR 97223-3335	503-590-6497
DONALD D ARMSTRONG	11201 SW 72ND TIGARD OR 97223	503-670-0608
ROXANNE KENNEDY	16200 SW PACIFIC HWY TIGARD OR 97223	503-620-8343
TODD TOBEY	1855 N MAIN ST TILLAMOOK OR 97141	503-842-1388
DANIEL JASON BUSTOS	1002 NW FRONTAGE RD TROUTDALE OR 97060-9534	503-665-9455
DANIEL JASON BUSTOS	2555 SW CHERRY PARK RD TROUTDALE OR 97060	503-674-0208
DONALD D ARMSTRONG	19200 SW BOONES FERRY RD TUALATIN OR 97062	503-692-0420
DONALD D ARMSTRONG	6800 NYBERG RD TUALATIN OR 97062	503-691-2724
DANIEL JASON BUSTOS	91485 BIGGS-RUFUS HWY WASCO OR 97065	541-739-2422
MERLE MAYER	2100 8TH CT WEST LINN OR 97068	503-557-3589
ROXANNE KENNEDY	7421 CRATER LAKE HWY WHITE CITY OR 97503	541-826-6669
MERLE MAYER	29682 SW TOWN CENTER LOOP W WILSONVILLE OR 97070	503-685-9465
MERLE MAYER	2910 NEWBURG HWY WOODBURN OR 97071-2819	503-981-4621
MERLE MAYER	1540 MOUNT HOOD AVE WOODBURN OR 97071	503-980-9028
TANYA R HILL-HOLLIDAY	1663 OLD YORK RD ABINGTON PA 19001	215-657-0399
DEBRA ORLANDO	10541 ROUTE 6N ALBION PA 16401	814-756-3864
MEGHAN K SWEENEY	131 PLEASANT DR ALIQUIPPA PA 15001	610-378-0622
MEGHAN K SWEENEY	3003 HEIGHT RD ALIQUIPPA PA 15001	724-375-9977
DEREK GIACOMANTONIO	1321 UNION BLVD ALLENTOWN PA 18109-1572	610-437-7970
DEREK GIACOMANTONIO	1432 S 4TH ST ALLENTOWN PA 18103	610-797-3010
TANYA R HILL-HOLLIDAY	1414 TILGHMAN ST ALLENTOWN PA 18102	610-770-1748
ROBERT T HUGHES	721 CEDAR CREST BLVD ALLENTOWN PA 18104	610-439-0511
CHRISTINA MUELLER CURRAN	3020 LEHIGH ST ALLENTOWN PA 18103	610-797-4150
JOE PANY	3860 HAMILTON BLVD ALLENTOWN PA 18103	610-770-8996
JOSEPH D NYANKO	407 E PLANK RD ALTOONA PA 16602	814-943-6677
JOSEPH D NYANKO	1500 9TH AVENUE STATION MALL ALTOONA PA 16602	814-943-1521
JOSEPH D NYANKO	406 E 25TH AVE ALTOONA PA 16601	814-949-8891
TANYA R HILL-HOLLIDAY	111 LANCASTER PIKE ARDMORE PA 19003	610-649-7255
MARCIA GRAHAM	635 S TROOPER RD AUDUBON PA 19403	610-666-0031
MEGHAN K SWEENEY	300 OHIO RIVER BLVD BADEN PA 15005	724-869-2927
MEGHAN K SWEENEY	190 STATE ST BEAVER PA 15009	724-775-8085
MEGHAN K SWEENEY	2546 CONSTITUTION BLVD BEAVER FALLS PA 15010	724-846-9617
MEGHAN K SWEENEY	1625 7TH AVE BEAVER FALLS PA 15010	724-846-9180
STEVEN M DELAMATER	4363 BUSINESS 220 BEDFORD PA 15522	814-624-0789
ARTURO R ALAMO	845 ROSTRAVER RD BELLE VERNON PA 15012	724-929-8855
ARTURO R ALAMO	3 FAYETTE ST BELLE VERNON PA 15012	724-929-0113
TANYA R HILL-HOLLIDAY	1930 STREET ROAD BENSALEM PA 19020	215-245-1440
TIMOTHY L NELSON	1240 BRISTOL PIKE BENSALEM PA 19020	215-245-7337
MATTHEW T ALAMO	185 WILSON RD BENTLEYVILLE PA 15314	724-239-2668
ANDREW KELLEY	10 BRIAR CREEK PLAZA BERWICK PA 18603	570-752-2729
RICHARD DOANE	260 W SWEDEFORD RD BERWYN PA 19312	610-647-4408
MICHELE RICE	5261 LIBRARY RD BETHEL PARK PA 15102	412-835-2642
ROBERT T HUGHES	3925 NAZARETH PIKE BETHLEHEM PA 18017	610-849-2426
ROBERT T HUGHES	2610 EASTON AVE BETHLEHEM PA 18017	610-865-1421
CHRISTINA MUELLER CURRAN	442 WYANDOTTE ST BETHLEHEM PA 18015	610-691-2033
JASON TEAL	10 RESORT PLZ BLAIRSVILLE PA 15717	724-459-8832
CHRISTOPHER KAVLICK	100 LUNGER DRIVE WM 1794 BLOOMSBURG PA 17815	570-389-1183
ANDREW KELLEY	945 NEW BERWICK HWY BLOOMSBURG PA 17815	570-784-3906
RICHARD DOANE	518 CONCHESTER HWY BOOTHWYN PA 19061	610-364-1200
DAVID B SINGELYN	141 MAIN ST BRADFORD PA 16701	814-362-6232
STEVEN M DELAMATER	123 S BREEZEWOOD RD BREEZEWOOD PA 15533	814-735-4099
MICHELE RICE	4214 BROWNSVILLE RD BRENTWOOD PA 15227	412-883-3652
JOHN SANTONASTASSO, JR	3023 WASHINGTON PIKE BRIDGEVILLE PA 15017	412-221-3759
TIMOTHY L NELSON	3120 VETERANS HWY BRISTOL PA 19007	215-788-3292

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARLENE WEINBERG	75 BRISTOL COMMERCE PARK BRISTOL PA 19007	215-788-0112
JOHN P COYLE	ROUTE 219 BROCKWAY PA 15824	814-265-8546
BRIAN A SCARI	RT 209 & 115 BRODHEADSVILLE PA 18322	570-992-5337
TANYA R HILL-HOLLIDAY	4206 EDMONT AVE BROOKHAVEN PA 19015	610-872-3415
MEGHAN K SWEENEY	249 ALLEGHENY BLVD BROOKVILLE PA 15825	814-849-2600
RICHARD DOANE	2601 W CHESTER PIKE BROOMALL PA 19008	610-325-0615
TANYA R HILL-HOLLIDAY	1257 LANCASTER AVE BRYN MAWR PA 19010	610-525-3025
C THOMAS LOCKE, JR.	1412-B MAIN STREET BURGETTSTOWN PA 15021	724-947-3147
MEGHAN K SWEENEY	500 GREATER BUTLER MART BUTLER PA 16001	724-282-3922
MEGHAN K SWEENEY	102 CLEARVIEW CIR BUTLER PA 16001	724-283-3969
MEGHAN K SWEENEY	680 BUTLER CROSSING BUTLER PA 16001	724-283-3257
CHRISTIAN H RAWDEN	4230 TRINDLE RD CAMP HILL PA 17011	717-737-3896
JENNIFER A STEWARD	RTE 83 / CARLISLE RD CAMP HILL PA 17011	717-737-6404
C THOMAS LOCKE, JR.	100 BOBBY VINTON BLVD CANONSBURG PA 15317	724-746-2716
CHRISTINA MUELLER CURRAN	160 BROOKLYN ST CARBONDALE PA 18407-2208	570-282-9835
SHIRI N LEVINE	608 E HIGH CARLISLE PA 17013	717-249-7721
SHIRI N LEVINE	1176 HARRISBURG PIKE CARLISLE PA 17013	717-243-7774
SHIRI N LEVINE	905 WALNUT BOTTOM RD CARLISLE PA 17013	717-249-0695
JOHN SANTONASTASSO, JR	225 MOUNT LEBANON BLVD CASTLE SHANNON PA 15234	412-561-5150
DONNA PILLA-ABBONIZIO	4272 COUNTY LINE RD CHALFONT PA 18914	215-997-2159
STEVEN M DELAMATER	1075 LINCOLN WAY E CHAMBERSBURG PA 17201	717-263-4601
STEVEN M DELAMATER	2891 PHILADELPHIA AVE CHAMBERSBURG PA 17201	717-263-2970
STEVEN M DELAMATER	3347 BLACK GAP RD CHAMBERSBURG PA 17201	717-263-7507
MATTHEW T ALAMO	318 MC KEAN AVE CHARLEROI PA 15022	724-483-0505
MEGHAN K SWEENEY	707 MAIN STREET CLARION PA 16214-1122	814-226-4072
MEGHAN K SWEENEY	136 PERKINS ROAD CLARION PA 16214	814-226-5763
CHRISTINA MUELLER CURRAN	1127 NORTHERN BLVD CLARKS SUMMIT PA 18411	570-585-0209
JOHN P COYLE	1007 S 2ND STREET CLEARFIELD PA 16830	814-765-5985
JOHN P COYLE	RT 879 AND I 80 CLEARFIELD PA 16830	814-765-4196
STEPHANIE A RAWDEN	493 W PEN AVE CLEONA PA 17042	717-272-5677
RICHARD DOANE	531 BALTIMORE PIKE CLIFTON HEIGHTS PA 19018	610-622-6100
MARCIA GRAHAM	1820 E LINCOLN HWY COATESVILLE PA 19320	610-384-2633
R DOUGLAS CAPLAN	222 E MAIN ST COLLEGEVILLE PA 19426	610-489-7771
CHRISTINE SUAREZ-DIRIENZO	1788 COLUMBIA AVE COLUMBIA PA 17512-9508	717-684-7048
RICHARD DOANE	RT 202 & 1 CONCORDVILLE PA 19331	610-459-0996
ARTURO R ALAMO	705 MEMORIAL BLVD CONNELLSVILLE PA 15425	724-626-1442
GRANT SKYLLAS	209 213 RIDGE PIKE CONSHOHOCKEN PA 19428	610-825-4680
JAMES C MCINTYRE	6690 SHORT DR COOPERSBURG PA 18036	215-804-8160
JOHN SANTONASTASSO, JR	1010 4TH AVE CORAOPOLIS PA 15108	412-299-1450
HEATHER HARRINGTON	314 W COLUMBUS CORRY PA 16407	814-664-2088
DAVID B SINGELYN	104 S MAIN ST COUDERSPORT PA 16915	814-274-9111
C THOMAS LOCKE, JR.	6380 STUEBENVILLE PIKE CRAFTON PA 15205	412-787-0880
NICHOLAS D DELLIGATTI	7028 US HWY 322 CRANBERRY PA 16319	814-677-0666
MICHAEL F DELLIGATTI	1703 ROUTE 228 CRANBERRY COMMONS CRANBERRY TOWNSHIP PA 16066	724-741-0024
JOSEPH D NYANKO	9090 WILLIAM PENN HWY CRESSON PA 16630	814-886-4640
ANDREW KELLEY	132 OLD VALLEY SCHOOL ROAD DANVILLE PA 17821	570-275-1000
RICHARD DOANE	101 S MCDADE BLVD DARBY PA 19023	610-532-3999
VEA CHENG	6526 ROUTE 22 DELMONT PA 15626	724-468-5506
CHRISTINA MUELLER CURRAN	1511 SCRANTON CARBONDALE HWY DICKSON CITY PA 18508	570-489-8930
SHIRI N LEVINE	898 N US HWY 15 DILLSBURG PA 17019	717-432-9500
ARTURO R ALAMO	3612 STATE ROUTE 31 DONEGAL PA 15628	724-593-5500
GEORGE SKYLLAS	1188 W BEN FRANKLIN HWY DOUGLASSVILLE PA 19518	610-385-0436
GRANT SKYLLAS	3141 CARLISLE RD DOVER PA 17406	717-767-2594
LAURA P SANDER	227 E. LANCASTER AVE. DOWNINGTOWN PA 19335	610-269-1992
RON GENTILE	561 N MAIN ST DOYLESTOWN PA 18901	215-348-7717
CHRISTOPHER COTTRELL	1650 LIMEKILN PIKE DRESHER PA 19025	215-628-4850
RICHARD DOANE	5008 TOWNSHIP LINE RD DREXEL HILL PA 19026	610-446-7190
HARRY SCHATMEYER, III	859 E DUBOIS AVE DU BOIS PA 15801	814-375-4150
JOSEPH D NYANKO	1265 OLD RT 220 DUNCANVILLE PA 16635	814-695-1805
RICHARD CORBIN	1201 HARRY P. O NEILL DUNMORE PA 18512	570-343-6190
DARREN ROBERTS	101 HOFFMAN BLVD DUQUESNE PA 15110	412-464-9458
MARCIA GRAHAM	689 W GERMANTOWN PIKE EAST NORRISTOWN PA 19403-4233	484-231-8716
MARCIA GRAHAM	2931 DEKALB PIKE EAST NORRITON PA 19401	610-279-5666
ANTHONY J SCARI	9 SELLERVILLE DR EAST STROUDSBURG PA 18301	570-223-2270
DEREK GIACOMANTONIO	350 TOWN CENTER BOULEVARD EASTON PA 18040	610-330-9336
CHARLES J MCINTYRE	3708 EASTON NAZARETH HWY EASTON PA 18045	610-559-8962
JAMES C MCINTYRE	S 3RD ST & RIVERSIDE DR EASTON PA 18042	610-258-5752

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SEAN MCINTYRE	2553 NAZARETH RD EASTON PA 18042	610-253-8453
JOSEPH D NYANKO	ROUTE 22 EBENSBURG PA 15931	814-472-5887
RICHARD DOANE	1576 CHESTER PIKE EDDYSTONE PA 19022	610-874-6188
DEBRA ORLANDO	120 E PLUM ST EDINBORO PA 16412	814-734-4764
PATRICIA STELLA	80 S WYOMING AVE EDWARDSVILLE PA 18704	570-287-9654
STEPHANIE A RAWDEN	1284 S MARKET ST ELIZABETHTOWN PA 17022	717-367-6471
SHIRI N LEVINE	4660 RT 209 ELIZABETHVILLE PA 17023	717-362-8416
MEGHAN K SWEENEY	15 5TH ST ELLWOOD CITY PA 16117	724-752-8313
SHIRI N LEVINE	1 WEST VALLEY AVENUE ELYSBURG PA 17824	570-672-2890
SEAN MCINTYRE	1101 CHESTNUT ST EMMAUS PA 18049	610-967-3306
STEPHANIE A RAWDEN	425 N ENOLA ROAD ENOLA PA 17025	717-732-4228
WILLIAM F BROWN	140 N READING EPHRATA PA 17522	717-733-1660
KRISTEN M FRASER	854 EMAIN STREET EPHRATA PA 17522	717-721-6404
THOMAS P DUCHARME, JR.	909 PENINSULA DR ERIE PA 16505	814-833-4841
THOMAS P DUCHARME, JR.	2529 BROAD ST ERIE PA 16501	814-455-0728
THOMAS P DUCHARME, JR.	1115 SASSAFRAS ST ERIE PA 16501	814-456-9906
THOMAS P DUCHARME, JR.	4316 BUFFALO RD ERIE PA 16510	814-899-1000
THOMAS P DUCHARME, JR.	7200 PEACH ST ERIE PA 16509	814-866-2416
THOMAS P DUCHARME, JR.	2065 INTERCHANGE RD ERIE PA 16509-0015	814-864-1670
DEBRA ORLANDO	4319 PEACH ST ERIE PA 16509	814-866-6865
DEBRA ORLANDO	7855 PERRY HWY ERIE PA 16509	814-866-3596
DEBRA ORLANDO	2643 WEST 26TH STREET ERIE PA 16506	814-838-4508
JENNIFER A STEWARD	56 ROBINHOOD DR ETTERS PA 17319	717-938-5705
STEVEN M DELAMATER	95 BEDFORD SQUARE PLZ EVERETT PA 15537	814-623-9618
LAURA P SANDER	RT 100/SWEDSFORD RD EXTON PA 19341	610-363-1194
LAURA P SANDER	106 EAGLEVIEW BLVD EXTON PA 19341	610-280-9445
CHRISTINA MUELLER CURRAN	525 SCRANTON CARBONDALE HWY EYNON PA 18403	570-876-9932
MANISH SHAH	475 S OXFORD VALLEY RD FAIRLESS HILLS PA 19030	215-943-5566
CHRISTOPHER COTTRELL	334 E STREET RD FEASTERVILLE PA 19047	215-357-4844
MANISH SHAH	1890 BETHLEHAM PIKE FLOURTOWN PA 19031	215-233-5998
CHRISTIAN H RAWDEN	960 SCHUYLKILL MALL FRACKVILLE PA 17931	570-874-4434
DANIEL J DELLIGATTI	13TH & OTTER ST FRANKLIN PA 16323	814-437-6402
TANYA R HILL-HOLLIDAY	84 LANCASTER AVE FRAZER PA 19355	610-993-0135
STEPHEN J ARNOLD	5328 LINCON HWY GAP PA 17527	717-442-4081
JOHN E PATTERSON	517 STEINWEHR AVE GETTYSBURG PA 17325	717-334-5920
JOHN E PATTERSON	1090 YORK RD GETTYSBURG PA 17325	717-337-1030
PAUL M SWEENEY	200 WALMART PLZ GIBSONIA PA 15044	724-444-7344
R DOUGLAS CAPLAN	RT 73/PHILADELPHIA AVE GILBERTSVILLE PA 19525	610-367-2600
DEBRA ORLANDO	9123 WEST RIDGE RD GIRARD PA 16417	814-774-4849
PRISCILLA FOSTER	971 WILLIAM FLYNN HWY GLENSHAW PA 15116-2633	412-487-7505
STEVEN M DELAMATER	721 BUCHANAN TRL E GREENCASTLE PA 17225	717-597-2589
DANIEL J DELLIGATTI	6199 ROUTE 30 GREENSBURG PA 15601	724-837-9913
MICHAEL F DELLIGATTI	985 E PITTSBURGH ST GREENSBURG PA 15601	724-837-1800
C THOMAS LOCKE, JR.	63 HADLEY RD GREENVILLE PA 16125	724-588-3751
ARTURO R ALAMO	102 ROBERTS RD GRINDSTONE PA 15442-1104	724-785-9140
DANIEL J DELLIGATTI	200 W MAIN ST GROVE CITY PA 16127	724-458-5911
DANIEL J DELLIGATTI	1902 LEESBURG GROVE CITY ROAD GROVE CITY PA 16127	724-748-3272
SHIRI N LEVINE	3761 PETERS MOUNTAIN RD HALIFAX PA 17032	717-896-2535
CHRISTINA MUELLER CURRAN	25008 US-11 HALSTEAD PA 18822	570-879-4445
STEPHANIE A RAWDEN	80 WILDERNESS DRIVE HAMBURG PA 19526	610-562-8462
RICHARD CORBIN	RTE 590 VILLAGE CENTER AT HAMLIN HAMLIN PA 18436	570-689-2042
MEGHAN K SWEENEY	4618 WILLIAM FLYNN HWY (DS 797) HAMPTON TOWNSHIP PA 15101	412-487-4327
JOHN E PATTERSON	991 CARLISLE ST HANOVER PA 17331	717-632-7531
JOHN E PATTERSON	350 EISENHOWER DR HANOVER PA 17331	717-632-0005
JOHN E PATTERSON	1448 BALTIMORE ST HANOVER PA 17331	717-630-0337
R DOUGLAS CAPLAN	274 W MAIN ST HARLEYSVILLE PA 19438	215-256-1140
CHRISTIAN H RAWDEN	5590 ALLENTOWN BLVD HARRISBURG PA 17112	717-652-9123
CHRISTIAN H RAWDEN	101 S 25TH ST HARRISBURG PA 17111	717-232-0008
CHRISTIAN H RAWDEN	6004 DERRY ST HARRISBURG PA 17111	717-564-0321
STEPHANIE A RAWDEN	850 EISENHOWER BLVD HARRISBURG PA 17111	717-939-6972
STEPHANIE A RAWDEN	1043 BRIARSDALE RD HARRISBURG PA 17109	717-564-9320
STEPHANIE A RAWDEN	4403 N FRONT ST HARRISBURG PA 17110	717-238-1048
STEPHANIE A RAWDEN	720 DIVISION ST HARRISBURG PA 17110	717-236-6226
STEPHANIE A RAWDEN	7845 LINGLESTOWN RD HARRISBURG PA 17112	717-545-8580
MATTHEW J STEWARD	4605 JONESTOWN RD HARRISBURG PA 17109	717-652-7035
MATTHEW J STEWARD	6535 GRAYSON RD WM 1591 HARRISBURG PA 17111	717-561-0445
CHRISTINE SUAREZ-DIRIENZO	2929 PAXTON ST HARRISBURG PA 17111-1326	717-561-8050

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TANYA R HILL-HOLLIDAY	121 N YORK RD HATBORO PA 19040	215-443-7795
RALPH BIRNEY	1511 BETHLEHEM PIKE HATFIELD PA 19440	215-997-8944
RICHARD DOANE	1232 WESTCHESTER PIKE HAVERTOWN PA 19083	610-446-5414
MATTHEW POTTER	603 RT 739 HAWLEY PA 18428	570-775-0540
SCOTT KAVLICK	571 SUSQUEHANNA BLVD HAZLE TOWNSHIP PA 18202	570-455-8315
SCOTT KAVLICK	761 AIRPORT RD HAZLE TOWNSHIP PA 18202	570-454-8816
SCOTT KAVLICK	1145 N CHURCH STREET HAZLETON PA 18202	570-455-9924
MICHELE RICE	RTE 50 RACEWAY PLAZA WASHINGTON PIKE HEIDELBERG PA 15106	412-279-4432
JAMES C MCINTYRE	14 S MAIN ST HELLERTOWN PA 18055	610-838-7578
C THOMAS LOCKE, JR.	145 N HERMITAGE RD HERMITAGE PA 16148	724-342-7292
C THOMAS LOCKE, JR.	2066 E STATE ST HERMITAGE TWP PA 16148	724-981-2596
THERESA M SANTORO	2711 MAC DADE BLVD HOLMES PA 19043	610-461-8988
DARREN ROBERTS	400 E WATERFRONT DR HOMESTEAD PA 15120	412-461-1002
CHRISTINA MUELLER CURRAN	1187 TEXAS PALMYRA HIGHWAY HONESDALE PA 18431	570-253-5512
DEREK GIACOMANTONIO	PA RTE 611 AND PINE AVE HORSHAM PA 19044	215-443-7745
SHIRI N LEVINE	755 STATE HWY 405 HUGHESVILLE PA 17737	570-584-3282
CHRISTIAN H RAWDEN	RT 39 AT RT 322 HUMMELSTOWN PA 17036	717-566-6041
JOSEPH D NYANKO	9564 WILLIAM PENN HIGHWAY HUNTINGDON PA 16652	814-643-6831
JASON TEAL	1510 OAKLAND AVE INDIANA PA 15701	724-465-8570
JASON TEAL	940 WAYNE AVE INDIANA PA 15701	724-349-4020
JASON TEAL	3100 OAKLAND AVE INDIANA PA 15701	724-465-7848
CHRISTOPHER COTTRELL	2395 YORK RD JAMISON PA 18929	215-491-5720
CHRISTIAN H RAWDEN	RT 796 & RT 1 JENNERSVILLE PA 19390	610-345-1566
JOHN P COYLE	111 PLAZA DR JOHNSTOWN PA 15905	814-255-3073
JOHN P COYLE	219 HAYNES STREET JOHNSTOWN PA 15901	814-535-6615
JEREMY JAKUBOWSKI	1129 SCALP AVE JOHNSTOWN PA 15901	814-266-6360
JEREMY JAKUBOWSKI	530 GALLARIA DR JOHNSTOWN PA 15904	814-266-7757
ROBERT T HUGHES	RT 72 & I-81 JONESTOWN PA 17038	717-865-7500
CHRISTIAN H RAWDEN	399 SCARLET RD NEW GARDEN SHOPPING CNTR KENNETT SQUARE PA 19348	610-444-3193
DEREK GIACOMANTONIO	151 NORTH HENDERSON ROAD KING OF PRUSSIA PA 19406	610-491-8960
DANIEL J DELLIGATTI	FRANKLIN VLG SHPG CTR KITTANNING PA 16201	724-543-6542
THOMAS R RIPPON	5820 NITTANY VALLEY DR LAMAR PA 16848	570-726-4128
STEPHEN J ARNOLD	301 WILLOW VALLEY SQUARE LANCASTER PA 17602	717-464-5119
STEPHANIE ARNOLD-DINGER	1434 MANHEIM PIKE LANCASTER PA 17601	717-394-3417
WILLIAM F BROWN	1755 COLUMBIA AVE LANCASTER PA 17603	717-397-5112
CHRISTIAN H RAWDEN	2090 LINCOLN HIGHWAY EAST LANCASTER PA 17602	717-394-8957
CHRISTIAN H RAWDEN	311 CENTERVILLE RD LANCASTER PA 17601	717-393-9523
STEPHANIE A RAWDEN	1880 HEMPSTEAD RD LANCASTER PA 17601	717-509-6988
MICHELLE SUAREZ	1829 OREGON PIKE LANCASTER PA 17601	717-569-7898
MICHELLE SUAREZ	575 N FRANKLIN ST LANCASTER PA 17602	717-394-7938
MICHELLE SUAREZ	210 W KING ST LANCASTER PA 17601	717-299-6699
MICHELLE SUAREZ	1295 MILLERSVILLE PIKE LANCASTER PA 17603	717-293-5706
R DOUGLAS CAPLAN	1551 S VALLEY FORGE RD LANSDALE PA 19446	215-362-9223
R DOUGLAS CAPLAN	2333 WELSH ROAD LANSDALE PA 19446	215-393-8199
TIMOTHY L NELSON	201 E BALTIMORE AVE LANSDOWNE PA 19050	610-284-1352
ROY W JACKSON, III	110 MOUNT LAUREL PLZ LATROBE PA 15650	724-539-9055
ROY W JACKSON, III	2014 LINCOLN AVE LATROBE PA 15650	724-532-4114
STEPHANIE A RAWDEN	757 E CUMBERLAND ST LEBANON PA 17042	717-273-9023
STEPHANIE A RAWDEN	1202 W MAPLE ST LEBANON PA 17046	717-273-8691
STEPHANIE A RAWDEN	1725 QUENTIN RD LEBANON PA 17042	717-306-6565
DANIEL J DELLIGATTI	481 HYDE PARK ROAD LEECHBURG PA 15656	724-845-2035
STEPHANIE A RAWDEN	5500 POTTSVILLE PIKE LEESPORT PA 19533	610-916-1928
JOE PANY	1257 BLAKESLEE BLVD LEHIGHTON PA 18235	570-386-4469
CHRISTIAN H RAWDEN	1 LEMOYNE DR LEMOYNE PA 17043	717-761-7992
DONNA PILLA-ABBONIZIO	6606 NEW FALLS RD LEVITTOWN PA 19056	215-946-6095
MARLENE WEINBERG	US ROUTE 13 HAINES RD LEVITTOWN PA 19055	215-943-7004
JASON A RIPPON	7379 WESTBRANCH HWY LEWISBURG PA 17837	570-524-7022
KIMBERLY A GREENWALT	121 ELECTRIC AVE LEWISTOWN PA 17044	717-248-4447
KIMBERLY A GREENWALT	10170 US HWY 522 SOUTH LEWISTOWN PA 17044	717-248-5255
ALYSSA D ANGELOVICH	1123 WEST BALTIMORE PIKE LIMA PA 19063	610-565-1560
MARCIA GRAHAM	32 RIDGE PIKE LIMERICK PA 19468	610-409-6470
RICHARD DOANE	2326 MARKET ST LINWOOD PA 19061	610-859-8362
CHRISTIAN H RAWDEN	990 LITITZ PIKE LITITZ PA 17543	717-627-4666
JOHN E PATTERSON	430 N QUEEN ST LITTLESTOWN PA 17340	717-359-8946
THOMAS R RIPPON	423 BELLEFONTE AVE LOCK HAVEN PA 17745	570-748-7194
MATTHEW T ALAMO	115 LOGANS FERRY RD LOWER BURRELL PA 15068	724-335-5199
ANDREW D SHAFFER	2741 LEECHBURG RD LOWER BURRELL PA 15068	724-335-2113

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICIA STELLA	500 UNION STREET LUZERNE PA 18709	570-288-1526
JOE PANY	6479 VILLAGE LN MACUNGIE PA 18062	610-965-9686
JOHN E PATTERSON	4245 N GEORGE ST EXTD MANCHESTER PA 17345	717-266-3170
WILLIAM F BROWN	711 LANCASTER RD MANHEIM PA 17545	717-664-4944
CHRISTIAN H RAWDEN	2000 STRICKLER ROAD MANHEIM PA 17545	717-492-0299
ROBERT M WALSH	120 N MAIN ST MANSFIELD PA 16933	570-662-7077
MICHAEL F DELLIGATTI	ROUTE 19, RD 7 MARS PA 16046	724-776-6590
THOMAS R RIPPON	24 MCDONALD'S LANE MC ELHATTAN PA 17748	570-769-7623
DARREN ROBERTS	3723 WASHINGTON RD MC MURRAY PA 15317	724-941-1155
STEVEN M DELAMATER	708 LINCOLN WAY E MCCONNELLSBURG PA 17233	717-485-3349
JOHN SANTONASTASSO, JR	600 PINE HOLLOW RD MCKEES ROCKS PA 15136	412-771-9570
DARREN ROBERTS	4235 WALNUT ST MCKEESPORT PA 15132	412-872-5100
GERALD HARRINGTON	1060 PARK AVE MEADVILLE PA 16335	814-724-2207
GERALD HARRINGTON	16830 CONNEAUT LAKE RD MEADVILLE PA 16335	814-724-1981
SHIRI N LEVINE	2112 BUMBLE BEE HOLLOW ROAD MECHANICSBURG PA 17055	717-697-5383
JENNIFER A STEWARD	1014 WESLEY DR MECHANICSBURG PA 17055	717-761-7525
JENNIFER A STEWARD	RT 114 & SHADOW OAKS DR MECHANICSBURG PA 17055	717-697-3460
JENNIFER A STEWARD	5550 CARLISLE PIKE MECHANICSBURG PA 17050	717-766-9675
STEVEN M DELAMATER	11924 BUCHANAN TRL W MERCERSBURG PA 17236	717-328-0111
STEPHANIE A RAWDEN	2270 W HARRISBURG PIKE MIDDLETOWN PA 17057	717-944-9535
CHRISTINE SUAREZ-DIRIENZO	3555 VINE STREET MIDDLETOWN PA 17057	717-902-1130
JASON A RIPPON	25 E CHESTNUT ST MIFFLINBURG PA 17844	570-966-3337
KIMBERLY A GREENWALT	2 PARKSIDE CT MIFFLINTOWN PA 17059	717-436-9779
ANDREW KELLEY	ROUTE 339 AND I 80 MIFFLINVILLE PA 18631	570-752-4333
JOSEPH D NYANKO	802 N EAGLE VALLEY RD MILESBURG PA 16853	814-353-9288
MATTHEW POTTER	RT 6 & 209 MILFORD PA 18337	570-491-2023
JASON A RIPPON	35 BOUND AVE MILTON PA 17847	570-742-4420
MEGHAN K SWEENEY	3946 BROADHEAD RD MONACA PA 15061	724-774-7184
ARTURO R ALAMO	301 W MAIN ST MONONGAHELA PA 15063	724-258-7688
MATTHEW T ALAMO	3760 WILLIAM PENN HWY MONROEVILLE PA 15146	412-856-0264
MATTHEW T ALAMO	4317 NORTHERN PIKE MONROEVILLE PA 15146	412-372-0360
CHRISTINA MUELLER CURRAN	494 GROW AVE MONTROSE PA 18801	570-278-9444
JOHN SANTONASTASSO, JR	2805 GRACY CENTER WAY MOON TOWNSHIP PA 15108	412-262-5755
MARCIA GRAHAM	6176 MORGANTOWN RD MORGANTOWN PA 19543	610-286-0220
DONNA PILLA-ABBONIZIO	321 W TRENTON AVE MORRISVILLE PA 19067	215-295-6966
MICHELE RICE	624-630 BROWNSVILLE RD MOUNT OLIVER PA 15210	412-431-2266
MICHAEL F DELLIGATTI	ROUTE 819 SOUTH MOUNT PLEASANT PA 15666	724-547-9121
JOSEPH D NYANKO	121 EAST SHIRLEY STREET MOUNT UNION PA 17066	814-542-9206
ALBERT MUELLER	RT 309 & CRESTWOOD DR MOUNTAIN TOP PA 18707	570-474-9412
BRIAN A SCARI	RT. 940 & OAK STREET SHOPPING CENTER MT. POCONO PA 18344	570-839-3290
SHIRI N LEVINE	PARCEL F / LYCOMING MALL MUNCY PA 17756	570-546-5485
ISHTIAQ A MALIK	3820 WM PENN HWY MURRYSVILLE PA 15668	724-325-4188
STEPHANIE A RAWDEN	295 W LINCOLN MYERSTOWN PA 17067	717-866-2278
DANIEL J DELLIGATTI	2001 FREEPORT RD NATRONA HEIGHTS PA 15065	724-224-4866
CHRISTOPHER KAVLICK	180 MARKET ST NESQUEHONING PA 18240	570-669-9322
MEGHAN K SWEENEY	2509 ELWOOD RD NEW CASTLE PA 16101	724-652-1466
MEGHAN K SWEENEY	2537 WEST STATE ST NEW CASTLE PA 16101	724-657-9982
PAUL M SWEENEY	2424 WILMINGTON RD NEW CASTLE PA 16105	724-652-6554
JENNIFER A STEWARD	101 LIMEKILN RD NEW CUMBERLAND PA 17070	717-774-1027
CHRISTIAN H RAWDEN	828 W MAIN ST NEW HOLLAND PA 17557	717-661-3947
RON GENTILE	324 W BRIDGE ST NEW HOPE PA 18938	215-862-5061
CHRISTINA MUELLER CURRAN	I 81 & SR 848 NEW MILFORD PA 18834	570-465-4020
JOHN E PATTERSON	6040 YORK RD NEW OXFORD PA 17350	717-624-4266
MICHAEL F DELLIGATTI	9 BYERS RTS 119 NEW STANTON PA 15672	724-925-3040
KIMBERLY A GREENWALT	ROUTES 322 & 34 NEWPORT PA 17074	717-567-9344
MARCIA GRAHAM	273/227 W MAIN NORRISTOWN PA 19401	610-272-3809
DEBRA ORLANDO	12185 E MAIN RD NORTH EAST PA 16428	814-725-8241
BROOKE L CELASCHI	12118 RT 30 NORWIN TOWN SQUARE NORTH HUNTINGDON PA 15642	724-863-7560
MICHAEL F DELLIGATTI	9061 US HWY 30 NORTH HUNTINGDON PA 15642	724-863-9837
VEA CHENG	505 LINCOLN HWY NORTH VERSAILLES PA 15137	412-829-8249
RALPH BIRNEY	1470 BETHLEHEM PIKE NORTH WALES PA 19454	215-591-9372
R DOUGLAS CAPLAN	1200 WELSH RD NORTH WALES PA 19454	215-361-8464
TWILA MEZAN	300 MARKET PLACE DR OAKDALE PA 15071	724-218-1798
DANIEL J DELLIGATTI	5 ELM ST OIL CITY PA 16301	814-676-5511
CHRISTINA MUELLER CURRAN	411 S MAIN ST OLD FORGE PA 18518	570-457-9900
STEPHANIE A RAWDEN	400 COMMONS DRIVED OXFORD PA 19363	610-998-9270
CHRISTIAN H RAWDEN	901 E MAIN ST PALMYRA PA 17078	717-838-6815

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TANYA R HILL-HOLLIDAY	900 COMMONS DRIVE PARKESBURG PA 19365	610-857-2874
MATTHEW T ALAMO	7277 SALTSBURG RD PENN HILLS PA 15235	412-793-6320
GRANT SKYLLAS	749 E LINCOLN HWY PENNDEL PA 19047	215-757-5888
R DOUGLAS CAPLAN	502 POTTSTOWN AVE PENNSBURG PA 18073	215-679-4744
RALPH BIRNEY	503 CONSTITUTION AVE PERKASIE PA 18944	215-453-3681
CHRISTOPHER COTTRELL	2ND LEHIGH AVE PHILADELPHIA PA 19133	215-423-1144
CHRISTOPHER COTTRELL	2901 GRAYS FERRY AVE PHILADELPHIA PA 19146	215-462-6750
CHRISTOPHER COTTRELL	4200 N BROAD ST PHILADELPHIA PA 19140	267-323-2401
DANIELLE A DAWKINS-ALSTON	2109 N BROAD ST PHILADELPHIA PA 19122	215-765-2520
DANIELLE A DAWKINS-ALSTON	3137 N BROAD ST PHILADELPHIA PA 19132	215-228-8336
DANIELLE A DAWKINS-ALSTON	3100 W ALLEGHENY AVE PHILADELPHIA PA 19132	215-221-1035
DANIELLE A DAWKINS-ALSTON	22 W GIRARD AVE PHILADELPHIA PA 19123	215-425-1200
DANIELLE A DAWKINS-ALSTON	2101 W LEHIGH PHILADELPHIA PA 19132	215-225-6489
DANIELLE A DAWKINS-ALSTON	5601 VINE ST PHILADELPHIA PA 19139	215-476-4772
DANIELLE A DAWKINS-ALSTON	52ND JEFFERSON PHILADELPHIA PA 19131	215-477-4689
RICHARD DOANE	3935 WALNUT ST PHILADELPHIA PA 19104	215-222-6266
DEREK GIACOMANTONIO	8901 FRANFORD AVE PHILADELPHIA PA 19136	215-332-8007
DEREK GIACOMANTONIO	6470 TORRESDALE AVENUE PHILADELPHIA PA 19135	215-333-8180
DEREK GIACOMANTONIO	29 E CHELTEN AVE PHILADELPHIA PA 19144	215-438-1244
TANYA R HILL-HOLLIDAY	24TH & OREGON ST PHILADELPHIA PA 19145	215-336-5875
TANYA R HILL-HOLLIDAY	7500 CITY AVENUE PHILADELPHIA PA 19151	215-878-8520
TANYA R HILL-HOLLIDAY	5020 CITY LINE AVE PHILADELPHIA PA 19131	215-879-8950
MANISH SHAH	7613 CASTOR AVENUE PHILADELPHIA PA 19152	215-725-8651
MANISH SHAH	2801 COTTMAN AVE PHILADELPHIA PA 19149-1420	215-332-6683
MANISH SHAH	7901 OXFORD AVE PHILADELPHIA PA 19111	215-725-8650
MANISH SHAH	501 FRANKLIN MILL CIR PHILADELPHIA PA 19154	215-281-9836
RUPINDER SINGH	1601 CHRISTOPHER COLUMBUS BLVD PHILADELPHIA PA 19148	215-334-3410
RUPINDER SINGH	1675 S CHRISTOPHER COLUMBUS BLVD PHILADELPHIA PA 19148	215-468-6770
RUPINDER SINGH	5945 WOODLAND AVE PHILADELPHIA PA 19143	215-729-7622
RUPINDER SINGH	7700 ISLAND AVE PHILADELPHIA PA 19153	215-365-1920
GRANT SKYLLAS	9970 BUSTLETON AVE PHILADELPHIA PA 19115	267-343-3348
GRANT SKYLLAS	710 ADAMS AVE PHILADELPHIA PA 19124	215-743-9427
GRANT SKYLLAS	8500 HENRY AVE PHILADELPHIA PA 19128	215-487-0541
GRANT SKYLLAS	3725 ARAMINGO AVE PHILADELPHIA PA 19137	215-288-1199
GRANT SKYLLAS	120 W OREGON PHILADELPHIA PA 19148	267-541-2117
GRANT SKYLLAS	101 SOUTH 52ND ST PHILADELPHIA PA 19139	215-748-6800
KENNETH YOUNGBLOOD	7911-17 OGONTZ AVE PHILADELPHIA PA 19150	215-424-8810
KENNETH YOUNGBLOOD	1801 TORRESDALE AVE PHILADELPHIA PA 19124	215-533-4607
KENNETH YOUNGBLOOD	2211 STENTON AVE PHILADELPHIA PA 19141	215-927-5046
KENNETH YOUNGBLOOD	4163 WHITAKER AVE PHILADELPHIA PA 19124	215-423-6180
JOHN P COYLE	US ROUTE 322 WEST PHILIPSBURG PA 16866	814-342-6074
MARCIA GRAHAM	651 NUT RD PHOENIXVILLE PA 19460	610-933-2626
ROBERT T HUGHES	427 SUEBERG ROAD PINE GROVE PA 17963	570-345-6400
RON GENTILE	5857 EASTON ROAD PIPERSVILLE PA 18947	215-766-4860
MATTHEW T ALAMO	11591 FRANKSTOWN RD PITTSBURGH PA 15235	412-243-0325
VEA CHENG	148 NORTH EUCLID AVENUE PITTSBURGH PA 15206	412-362-7479
MICHAEL F DELLIGATTI	2925 FREEPORT RD PITTSBURGH PA 15238	412-828-9801
MICHAEL F DELLIGATTI	907 FREEPORT ROAD PITTSBURGH PA 15238	412-799-0121
PRISCILLA FOSTER	4849 MCKNIGHT RD PITTSBURGH PA 15237	412-364-4773
PRISCILLA FOSTER	7702 MC KNIGHT RD PITTSBURGH PA 15237	412-364-1138
PRISCILLA FOSTER	4557 OHIO RIVER BLVD PITTSBURGH PA 15202	412-734-2580
PRISCILLA FOSTER	363 PERRY HWY PITTSBURGH PA 15229	412-931-1511
TWILA MEZAN	2518 W LIBERTY RD PITTSBURGH PA 15226	412-668-0311
TWILA MEZAN	PITTSBURGH INTL AIR-MAIN TERMINAL PITTSBURGH PA 15231	412-472-3072
MICHELE RICE	801 ALLEGHENY AVE PITTSBURGH PA 15233	412-322-6660
MICHELE RICE	82 FORT COUCH RD PITTSBURGH PA 15241	412-854-2230
JOHN SANTONASTASSO, JR	3708 FORBES AVE PITTSBURGH PA 15213	412-687-3747
JOHN SANTONASTASSO, JR	500 LIBERTY AVE PITTSBURGH PA 15222	412-391-5470
JOHN SANTONASTASSO, JR	1 POPLAR ST PITTSBURGH PA 15205	412-921-3132
JOHN SANTONASTASSO, JR	6361 PENN AVE PITTSBURGH PA 15206	412-362-9026
JOHN SANTONASTASSO, JR	100 DAVIS BLVD PITTSBURGH PA 15275-1219	412-788-1188
RICHARD CORBIN	306 RT 315 PITTSTON PA 18640	570-655-8930
PATRICIA STELLA	RIVER ST & RT309 PLAINS PA 18705	570-822-4206
MICHELE RICE	549 CLARITON BLVD PLEASANT HILLS PA 15122	412-653-6012
ANDREW D SHAFFER	1865 NEW TEXAS RD PLUM PA 15239-2528	724-325-1650
JOSEPH D NYANKO	3592 PORTAGE ST PORTAGE PA 15946	814-736-9607
MEGHAN K SWEENEY	2012 NEW CASTLE ROAD PORTERSVILLE PA 16051	724-368-8085



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MARCIA GRAHAM	1428 E HIGH ST POTTSTOWN PA 19464	610-326-7694
MARCIA GRAHAM	189 SHOEMAKER RD POTTSTOWN PA 19464	610-326-7683
STEPHANIE A RAWDEN	720 N CLAUDE A LORD BLVD POTTSVILLE PA 17901	570-429-2070
THERESA M SANTORO	RT 420 & 13 PROSPECT PARK PA 19076	610-586-6630
MEGHAN K SWEENEY	102 N FINDLEY ST PUNXSUTAWNEY PA 15767	814-938-5277
JAMES C MCINTYRE	2 N WESTEND BLVD QUAKERTOWN PA 18951	215-536-2622
JAMES C MCINTYRE	1900 JOHN FRIES HIGHWAY QUAKERTOWN PA 18951	215-536-5752
CHRISTIAN H RAWDEN	400 LANCASTER AVE READING PA 19602	610-374-3095
CHRISTIAN H RAWDEN	1001 N 9TH STREET READING PA 19604	610-372-0465
GEORGE SKYLLAS	430 ELIZABETH AVE READING PA 19605	610-921-8681
GEORGE SKYLLAS	5370 PERKIOMEN AVE READING PA 19606	610-582-5556
HOPE HOOVER-ARMSTEAD	897 W BROADWAY ST RED LION PA 17356	717-246-1802
HOPE HOOVER-ARMSTEAD	655 LOMBARD ST RED LION PA 17356	717-246-7801
DONNA PILLA-ABBONIZIO	950 2ND STR PIKE RICHBORO PA 18954	215-364-3020
JOSEPH D NYANKO	908 E MAIN ST ROARING SPRING PA 16672	814-224-5002
MARCIA GRAHAM	308 N LEWIS RD ROYERSFORD PA 19468	610-948-9471
GEORGE SKYLLAS	2730 PERKIOMEN AVE SAINT LAWRENCE PA 19606	610-779-9929
MEGHAN K SWEENEY	825 SOUTH ST. MARYS STREET SAINT MARYS PA 15857	814-834-1612
HAROLD T CLARK, III	461 N KEYSTONE AVENUE SAYRE PA 18840	570-888-0291
JOE PANY	5060 STATE HWY 873 SCHNECKSVILLE PA 18078	610-799-0531
STEPHANIE A RAWDEN	981 E MAIN ST SCHUYLKILL HAVEN PA 17972	570-385-5655
ALBERT MUELLER	900 S WASHINGTON AVE SCRANTON PA 18519	570-207-3355
CHRISTINA MUELLER CURRAN	1739 N KEYSER AVE SCRANTON PA 18508	570-961-0757
CHRISTINA MUELLER CURRAN	1236 WYOMING AVE SCRANTON PA 18509	570-207-9130
SHIRI N LEVINE	STHY 61 SHAMOKIN PA 17866	570-644-1338
THOMAS R RIPPON	2584 N SUSQUEHANNA TRAIL SHAMOKIN DAM PA 17876	570-743-2240
C THOMAS LOCKE, JR.	67 W STATE ST SHARON PA 16146-1301	724-981-0109
ROBERT T HUGHES	MOTEL DRIVE & RT 4011 SHARTLESVILLE PA 19526	610-488-7375
CHRISTINA MUELLER CURRAN	RT 309 FRANKLIN STREET SHAVERTOWN PA 18708	570-674-5353
HOPE HOOVER-ARMSTEAD	YORK CROSSING DR SHILOH PA 17404	717-767-1381
SHIRI N LEVINE	333 E KING ST SHIPPENSBURG PA 17257	717-532-7945
JOHN E PATTERSON	534 SHREWSBURY COMMONS AVE SHREWSBURY PA 17361-1612	717-942-2546
ROBERT T HUGHES	3710 PENN AVE SINKING SPRING PA 19608	610-670-9100
NICHOLAS D DELLIGATTI	328 S MAIN ST SLIPPERY ROCK PA 16057-1249	724-794-3235
ARTURO R ALAMO	937 N CENTER ST SOMERSET PA 15501	814-444-0059
MATTHEW T ALAMO	1758 N CENTER AVE SOMERSET PA 15501	814-443-0530
RALPH BIRNEY	727 RT 113 SOUDERTON PA 18964	215-723-0193
MICHAEL F DELLIGATTI	1207 S MAIN ST SOUTH GREENSBURG PA 15601	724-837-4296
ANDREW KELLEY	180 MONTGOMERY RD SOUTH WILLIAMSPORT PA 17702	570-326-1355
CHRISTOPHER COTTRELL	338 2ND ST PIKE SOUTHAMPTON PA 18966	215-355-5696
JOHN SANTONASTASSO, JR	3085 PITTSBURGH RD STAR JUNCTION PA 15482	724-736-0244
JOSEPH D NYANKO	442 E COLLEGE AVE STATE COLLEGE PA 16801-5508	814-231-5533
JOSEPH D NYANKO	2167 S ATHERTON ST STATE COLLEGE PA 16801	814-231-6644
JOSEPH D NYANKO	2821 E COLLEGE AVE STATE COLLEGE PA 16801	814-231-7755
JOSEPH D NYANKO	1615 N ATHERTON ST STATE COLLEGE PA 16803	814-231-8800
BRIAN A SCARI	330 MAIN ST STROUDSBURG PA 18360	570-426-1690
BRIAN A SCARI	1171 N 9TH ST STROUDSBURG PA 18360	570-421-0355
ROBERT T HUGHES	RT 54 & RT 309 TAMAQUA PA 18252	570-668-1891
GEORGE SKYLLAS	5372 ALLENTOWN PIKE TEMPLE PA 19560	610-939-2381
MARCIA GRAHAM	3808 E LINCOLN HWY THORNDALE PA 19372	610-269-9618
DEBRA ORLANDO	420 S FRANKLIN ST TITUSVILLE PA 16354	814-827-3542
ROBERT M WALSH	BRADFORD TOWN CENTER TOWANDA PA 18848	570-265-2220
CHRISTOPHER COTTRELL	3560 HORIZON BOULEVARD TREVOSE PA 19053-4946	215-355-0255
R DOUGLAS CAPLAN	6896 HAMILTON BLVD TREXLERTOWN PA 18087	610-398-2218
ROBERT M WALSH	491 ELMIRA ST TROY PA 16947	570-297-5009
CHRISTINA MUELLER CURRAN	161 W TIOGA ST. TUNKHANNOCK PA 18657	570-836-5307
HEATHER HARRINGTON	61 N MAIN ST UNION CITY PA 16438	814-663-1113
ARTURO R ALAMO	421 W MAIN ST UNIONTOWN PA 15401-2652	724-438-9226
ARTURO R ALAMO	575 MORGANTOWN STREET UNIONTOWN PA 15401	724-438-0285
MATTHEW T ALAMO	1 WORK PKWY UNIONTOWN PA 15401	724-439-0771
RICHARD DOANE	133 S 69TH ST UPPER DARBY PA 19082	610-352-3148
RICHARD DOANE	1891 S STATE RD UPPER DARBY PA 19082	610-449-7025
MATTHEW T ALAMO	70 ALLEGHENY RIVER BLVD VERONA PA 15147	412-826-1957
JOE PANY	473 MAIN ST WALNUTPORT PA 18088	610-767-1490
THOMAS P DUCHARME, JR.	75 MARKET ST WARREN PA 16365	814-726-3190
RON GENTILE	250 METRO DRIVE WARRINGTON PA 18976	215-343-2900
JOHN W EBERT, JR.	1294 W CHESTNUT ST WASHINGTON PA 15301	724-222-1250

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOHN W EBERT, JR.	999 JEFFERSON AVE WASHINGTON PA 15301	724-225-5211
JOHN W EBERT, JR.	1001 TRINITY CIRCLE WASHINGTON PA 15301	724-222-9115
C THOMAS LOCKE, JR.	235 MEADOWLANDS BLVD WASHINGTON PA 15301	724-745-1603
STEVEN M DELAMATER	302 E MAIN ST WAYNESBORO PA 17268	717-762-9201
KATHLEEN A SANTONASTASSO	5 SUGAR RUN RD WAYNESBURG PA 15370	724-627-5700
JOHN SANTONASTASSO, JR	273 EAST ROY FURMAN PARKWAY WAYNESBURG PA 15370	724-627-0616
ROBERT M WALSH	12 CHARLESTON ST WELLSBORO PA 16901	570-724-2151
ALYSSA D ANGELOVICH	927 S HIGH ST WEST CHESTER PA 19380	610-692-7342
RICHARD DOANE	701 E GAY ST WEST CHESTER PA 19380	610-431-2536
GRANT SKYLLAS	114 MOOREHEAD AVE WEST CONSHOHOCKEN PA 19428	610-825-8955
MICHELE RICE	2090 LEBANON CHURCH RD WEST MIFFLIN PA 15122	412-653-5561
PRISCILLA FOSTER	10529 PERRY HWY WEXFORD PA 15090	724-935-6040
PATRICIA STELLA	RT 940 & I 80 WHITE HAVEN PA 18661	570-443-7370
JOE PANY	2137 MC ARTHUR RD WHITEHALL PA 18052	610-437-6929
JOE PANY	2998 MACARTHUR ROAD WHITEHALL PA 18052	610-437-7817
SCOTT KAVLICK	900 WILKES BARRE TOWNSHIP BLVD WILKES BARRE PA 18702	570-829-4582
ALBERT MUELLER	746 SAN SOUCI HWY WILKES BARRE PA 18702	570-829-9846
PATRICIA STELLA	150 EAST HAMPTON WILKES BARRE PA 18701	570-822-4090
PATRICIA STELLA	744 KIDDER ST WILKES BARRE PA 18702	570-829-0321
VEA CHENG	430 PENN AVE WILKINSBURG PA 15221	412-243-2211
DOUGLAS DOHERTY ESTATE	1730 E 3RD ST WILLIAMSPORT PA 17701	570-323-4880
ANDREW KELLEY	1940 LYCOMING CREEK RD WILLIAMSPORT PA 17701	570-323-5006
CHARLES J MCINTYRE	1036 S BROADWAY WIND GAP PA 18091	610-863-9800
JOHN P COYLE	298 21ST ST WINDBER PA 15963	814-467-1646
ROBERT T HUGHES	3400 CONRAD WEISER PKY WOMELSDORF PA 19567	610-589-4806
RICHARD DOANE	1253 MCDADE BLVD WOODLYN PA 19094	610-833-5760
ALBERT MUELLER	913 WYOMING AVE WYOMING PA 18644	570-693-9947
STEPHANIE A RAWDEN	8TH & HILL AVE WYOMISSING PA 19610	610-372-2298
GEORGE SKYLLAS	2725 N MERIDIAN BLVD WYOMISSING PA 19610	610-736-3565
HOPE HOOVER-ARMSTEAD	2061 SOUTH QUEEN STREET YORK PA 17403-4806	717-845-9360
CHRISTIAN H RAWDEN	4015 E MARKET ST YORK PA 17402	717-757-9655
STEPHANIE A RAWDEN	380 MEMORY LN YORK PA 17402	717-757-2912
STEPHANIE A RAWDEN	LEADER HEIGHTS US I-83 YORK PA 17403	717-747-9191
GRANT SKYLLAS	142 S GEORGE ST YORK PA 17401	717-846-1021
CHRISTINE SUAREZ-DIRIENZO	60 ARSENAL RD YORK PA 17405	717-699-4600
JOSEPH NAPOLI	1100 TIOGUE AVE COVENTRY RI 02816	401-828-0492
PAUL FARREN	1820 PLAINFIELD PIKE CRANSTON RI 02921	401-943-1548
JOSEPH SPADEA	923 CRANSTON ST CRANSTON RI 02910	401-946-5550
STEPHEN M WALACH	1099 RESERVIOR AVE CRANSTON RI 02910	401-642-1329
JOSEPH NAPOLI	100 MENDON RD CUMBERLAND RI 02864	401-725-9077
JOSEPH NAPOLI	1754 MENDON RD CUMBERLAND RI 02864	401-334-3177
PHILIP LIGGETT	2500 NEW LONDON TURNPIKE EAST GREENWICH RI 02818	401-821-4900
JOSEPH SPADEA	1000 DIVISION ST EAST GREENWICH RI 02818	401-884-4340
JOSEPH NAPOLI	72 NEWPORT AVE EAST PROVIDENCE RI 02916	401-434-8372
JOSEPH NAPOLI	721 TAUNTON AVE EAST PROVIDENCE RI 02914	401-434-0557
PHILIP LIGGETT	445 PUTNAM PIKE GREENVILLE RI 02828	401-231-3545
PHILIP LIGGETT	1377 ATWOOD AVE JOHNSTON RI 02919	401-942-6622
JOSEPH NAPOLI	622 GEROGUE WASHINGTON HWY LINCOLN RI 02865	401-333-0850
PAUL FARREN	1425 W MAIN RD MIDDLETOWN RI 02842	401-846-8458
PAUL FARREN	288 E MAIN RD MIDDLETOWN RI 02842	401-847-0198
PHILIP LIGGETT	1920 MINERAL SPRING AVE NORTH PROVIDENCE RI 02904	401-353-7395
JOSEPH NAPOLI	12 EDDIE DOWLING HWY NORTH SMITHFIELD RI 02896	401-769-2624
JOSEPH NAPOLI	285 ARMISTICE BLVD PAWTUCKET RI 02861	401-726-9564
JOSEPH NAPOLI	255 MINERAL SPRINGS AVE PAWTUCKET RI 02861	401-726-5670
JOSEPH NAPOLI	736 BRANCH AVE PROVIDENCE RI 02904	401-273-7260
JOSEPH NAPOLI	343 BROAD ST PROVIDENCE RI 02907	401-421-5104
JOSEPH SPADEA	1481 BROAD ST PROVIDENCE RI 02905	401-941-7250
JOSEPH SPADEA	50 PLAINFIELD ST PROVIDENCE RI 02909	401-563-8317
STEPHEN M WALACH	649 N MAIN ST PROVIDENCE RI 02904	401-274-9341
PAUL FARREN	149 OLD TOWER HILL RD WAKEFIELD RI 02879	401-783-5393
PAUL FARREN	636 METACOM AVE WARREN RI 02885	401-245-5049
PAUL FARREN	770 POST RD WARWICK RI 02888	401-781-6737
PAUL FARREN	2390 WARWICK AVE WARWICK RI 02889	401-732-4138
JOSEPH SPADEA	876 BALD HILL RD WARWICK RI 02886	401-828-0920
PAUL FARREN	135 GRANITE ST WESTERLY RI 02891	401-596-9086
JOSEPH SPADEA	1900 DIAMOND HILL RD WOONSOCKET RI 02895	401-765-1176
PAUL FARREN	14 KINGSTON ROAD WYOMING RI 02898	401-539-1115

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ANGELA HARRELSON	102 W FRONTAGE RD AIKEN SC 29803	803-642-9222
THOMAS POWERS	1902 A WHISKEY RD AIKEN SC 29803	803-648-2518
THOMAS POWERS	1157 YORK STREET AIKEN SC 29801	803-649-1207
THOMAS POWERS	3604 RICHLAND AVE AIKEN SC 29801	803-648-6394
MIKESH A PATEL	3024 N MAIN STREET ANDERSON SC 29625	864-226-9874
MIKESH A PATEL	331 SC HWY 28 BYP ANDERSON SC 29624	864-226-4377
MIKESH A PATEL	1651 EAST GREENVILLE STREET ANDERSON SC 29621	864-375-9564
MIKESH A PATEL	1470 PEARMAN DAIRY ROAD ANDERSON SC 29625	864-222-7252
NIELESH A PATEL	4542 HWY 81 N ANDERSON SC 29621	864-231-8185
NIELESH A PATEL	101 ELECTRIC CITY BOULEVARD ANDERSON SC 29621	864-226-8532
ROBERT C VALDES	411 US HIGHWAY 521 ANDREWS SC 29510-5480	843-264-9307
KRIS HARNISH	2595 HWY 501 AYNOR SC 29511	843-358-1920
JOHN PALMACCIO	1112 DUNBARTON RD BARNWELL SC 29812	803-259-2144
BRAD M VALDES	210 W COLUMBIA AVE BATESBURG SC 29006	803-532-0770
JAMES BOOTH	177 SEA ISLAND PKY BEAUFORT SC 29907	843-522-9824
JOHN PALMACCIO	2424 BOUNDRY ST BEAUFORT SC 29902	843-524-5185
JOHN PALMACCIO	1721 SAND BAR FERRY RD BEECH ISLAND SC 29842	803-302-9100
MIKESH A PATEL	428 S MAIN ST BELTON SC 29627	864-338-8777
RICHARD B HOFF	108-15/401 BYP BENNETTSVILLE SC 29512	843-479-8399
GEORGE M SENSOR	1101 SUMTER HWY BISHOPVILLE SC 29010	803-428-6059
CARI R SEPULVEDA	1018 N MOUNTAIN ST BLACKSBURG SC 29702	864-839-9000
CARI R SEPULVEDA	116 PRIESTER ROAD BLACKSBURG SC 29702	864-839-0054
JOHN PALMACCIO	1370 FORD ISLAND ROAD BLUFFTON SC 29910	843-837-8025
JOHN PALMACCIO	14 DISCOVERY DRIVE BLUFFTON SC 29910	843-815-5700
GEORGE M SENSOR	250 BLYTHEWOOD RD BLYTHEWOOD SC 29016	803-735-1112
JEFFREY WATSON	3716 BOILING SPRINGS ROAD BOILING SPRINGS SC 29316	864-599-1427
JAMES BOOTH	2064 HOMESTEAD RD BOWMAN SC 29018	803-829-4414
GEORGE M SENSOR	215 DEKALB AVE CAMDEN SC 29020	803-432-3300
GEORGE M SENSOR	204 WALL ST CAMDEN SC 29020	803-432-9808
ROBERT C VALDES	2929 CHARLESTON HWY CAYCE SC 29033	803-796-1995
BRAD M VALDES	659 COLUMBIA AVE CHAPIN SC 29036	803-345-9715
JUAN I ACEVEDO	2500 ASHLEY PHOSPHATE RD CHARLESTON SC 29418	843-797-1180
JAMES BOOTH	230 SPRING ST CHARLESTON SC 29403-5102	843-577-2507
JAMES BOOTH	2050 SAVANNAH HWY CHARLESTON SC 29407	843-556-1163
JAMES BOOTH	2007 MAGWOOD RD CHARLESTON SC 29414	843-763-7005
JAMES BOOTH	3951 W ASHLEY CIR CHARLESTON SC 29414-9156	843-852-9615
JAMES BOOTH	333 FOLLY ROAD CHARLESTON SC 29412	843-795-7720
FREDA D THORNTON	1201 SAM RITTENBERG BLVD CHARLESTON SC 29407	843-571-2070
RICHARD B HOFF	500 CHESTERFIELD HWY CHERAW SC 29520	843-537-4090
JAMES R MASON JR.	750 S ALABAMA AVE CHESNEE SC 29323	864-461-5300
NIELESH A PATEL	1065 TIGER BLVD CLEMSON SC 29631	864-654-3498
JAMES R MASON JR.	101 S BROAD ST CLINTON SC 29325	864-833-4816
JAMES R MASON JR.	12774 HWY 56 NORTH CLINTON SC 29325	864-833-7214
FELICIA F HAAG	905 BETHEL STREET CLOVER SC 29710-4123	803-222-1064
TERUKO LANGLEY	1024 ELMWOOD AVE COLUMBIA SC 29201	803-799-9523
TERUKO LANGLEY	7041 PARKLANE RD COLUMBIA SC 29223	803-699-6303
TERUKO LANGLEY	2230 DECKER BLVD COLUMBIA SC 29206	803-788-7651
TERUKO LANGLEY	7400 WILSON BLVD COLUMBIA SC 29203	803-786-5112
WILLIS LANGLEY, III	2911 TWO NOTCH RD COLUMBIA SC 29204	803-254-3738
WILLIS LANGLEY, III	1729 BROAD RIVER RD COLUMBIA SC 29210	803-772-8798
WILLIS LANGLEY, III	434 GERVAIS ST COLUMBIA SC 29201	803-376-8898
WILLIS LANGLEY, III	368 HARBISON BLVD COLUMBIA SC 29212	803-781-0848
GEORGE M SENSOR	7501 GARNERS FERRY RD COLUMBIA SC 29209	803-776-6685
GEORGE M SENSOR	5480 FOREST DR COLUMBIA SC 29206	803-790-2645
GEORGE M SENSOR	2015 BLUFF ROAD COLUMBIA SC 29201	803-252-4727
BRAD M VALDES	4801 GARNERS FERRY RD COLUMBIA SC 29209	803-787-0934
BRAD M VALDES	600 SAINT ANDREWS RD COLUMBIA SC 29210	803-772-7657
BRAD M VALDES	399 KILLIAN ROAD COLUMBIA SC 29203	803-714-7900
ROBERT T VALDES	100 CLEMSON RD COLUMBIA SC 29223	803-788-6776
ROBERT T VALDES	4301 HARDCRABBLE RD COLUMBIA SC 29229	803-788-5334
JOEL A PELLICCI	1622 US HWY 501 CONWAY SC 29526	843-488-1647
JOEL A PELLICCI, JR.	1467 HIGHWAY 544 CONWAY SC 29526	843-234-3096
ADRIAN T SMITH	1501 S MAIN ST DARLINGTON SC 29532	843-393-9733
JOHN PALMACCIO	18128 HERITAGE HWY DENMARK SC 29042	803-793-0206
RICHARD B HOFF	310 HWY 301 N DILLON SC 29536	843-774-7585
TERRY STEPHENSON	1392 E MAIN ST DUNCAN SC 29334	864-433-8822
TERRY STEPHENSON	2157 E MAIN ST DUNCAN SC 29334	864-486-8822

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
NIELESH A PATEL	5634 CALHOUN MEMORIAL HWY EASLEY SC 29640	864-855-0728
ANGELA HARRELSON	714 AUGUSTA RD EDGEFIELD SC 29824	803-637-0060
JAMES L HERNANDEZ	2016 W PALMETTO FLORENCE SC 29501	843-669-4012
JAMES L HERNANDEZ	2961 WILLISTON RD FLORENCE SC 29506	843-679-3365
JAMES L HERNANDEZ	1389 CELEBRATION BLVD FLORENCE SC 29501	843-667-9887
JAMES L HERNANDEZ	4735 E PALMETTO STREET FLORENCE SC 29506	843-673-9601
RICHARD B HOFF	1540 S IRBY ST FLORENCE SC 29505	843-662-6762
ARNETT JAMES IV	1908 W LUCAS ST FLORENCE SC 29501	843-669-4546
ARNETT JAMES IV	3805 W PALMETTO ST FLORENCE SC 29501	843-679-0167
ANN FOX BAUM	3490 HIGHWAY 21 FORT MILL SC 29715	803-547-8844
MARTIN RANFT, II	2883 S CAROLINA 160 FORT MILL SC 29708	803-548-1066
JASON W SAYLOR	10108 CHARLOTTE HIGHWAY FORT MILL SC 29707	803-547-0049
N BROOKS WHITTINGTON	300 MCCARTER ROAD FOUNTAIN INN SC 29644	864-862-1313
CARI R SEPULVEDA	1501 E FREDERICK ST GAFFNEY SC 29340	864-487-7440
CARI R SEPULVEDA	1552 FLOYD BAKER BLVD GAFFNEY SC 29341	864-489-8246
ROBERT C VALDES	2913 HWY 17 BUSINESS GARDEN CITY SC 29576	843-651-4448
ROBERT C VALDES	US 17 AT US 17A GEORGETOWN SC 29442	843-546-8758
JAMES BOOTH	109 GOOSE CREEK BLVD N GOOSE CREEK SC 29445	843-572-1069
JAMES BOOTH	609 SAINT JAMES AVE GOOSE CREEK SC 29445	843-569-5276
JAMES BOOTH	1651 RED BANK RD GOOSE CREEK SC 29445	843-553-4954
JOHN B RITCHEY, JR.	565 BETTIS ACADEMY RD GRANITEVILLE SC 29829	803-392-7063
JAMES R MASON JR.	1111 WOODRUFF RD GREENVILLE SC 29607	864-297-1940
JAMES R MASON JR.	2443 LAURENS RD GREENVILLE SC 29607	864-297-9244
JAMES R MASON JR.	35 RUTHERFORD ST GREENVILLE SC 29609	864-370-0370
NIELESH A PATEL	5050 OLD BUNCOMBE RD GREENVILLE SC 29617	864-246-9103
NIELESH A PATEL	6103 WHITE HORSE RD GREENVILLE SC 29611	864-295-0373
CARI R SEPULVEDA	2200 AUGUSTA RD GREENVILLE SC 29605	864-233-0686
CARI R SEPULVEDA	2109 WADE HAMPTON BLVD GREENVILLE SC 29607	864-268-3633
CARI R SEPULVEDA	630 HOWELL RD GREENVILLE SC 29615	864-268-1670
CARI R SEPULVEDA	3618 PELHAM RD GREENVILLE SC 29615	864-297-9774
CARI R SEPULVEDA	3 CANNON DR GREENVILLE SC 29605	864-233-2532
CARI R SEPULVEDA	1706 WHITE HORSE RD GREENVILLE SC 29605	864-220-9774
TERRY STEPHENSON	2111 WOODRUFF RD GREENVILLE SC 29607	864-234-5518
N BROOKS WHITTINGTON	1326 BY PASS 72 NE GREENWOOD SC 29649	864-223-6336
N BROOKS WHITTINGTON	502 72ND BYP NW GREENWOOD SC 29649	864-223-8754
N BROOKS WHITTINGTON	1204 S MAIN ST GREENWOOD SC 29646	864-223-8308
NIELESH A PATEL	103 HAMMETT BRIDGE RD GREER SC 29650	864-879-0607
CARI R SEPULVEDA	308 W WADE HAMPTON BLVD GREER SC 29650	864-879-2612
JOHN PALMACCIO	108 HOOVER ST HAMPTON SC 29924	803-943-0034
JOHN PALMACCIO	574 INDEPENDENCE BLVD HARDEEVILLE SC 29927	843-784-2885
ADRIAN T SMITH	431 HARTSVILLE CROSSING RD HARTSVILLE SC 29550	843-332-4752
JOHN PALMACCIO	50 NEW ORLEANS RD HILTON HEAD ISLAND SC 29928	843-785-8025
JOHN PALMACCIO	2 PLAZA DRIVE HILTON HEAD ISLAND SC 29926	843-681-8025
JASON W SAYLOR	8194 CHARLOTTE HIGHWAY INDIAN LAND SC 29707	704-517-1822
ADRIENNE RAWLS	11961 ASHVILLE HWY INMAN SC 29349	864-472-4300
BRAD M VALDES	7417 SAINT ANDREWS RD IRMO SC 29063	803-749-0418
BRAD M VALDES	1001 DUTCH FORK ROAD IRMO SC 29063	803-781-3572
FREDA D THORNTON	3575 MAYBANK HWY JOHNS ISLAND SC 29455	843-559-3932
ROBERT C VALDES	367 S GEORGETOWN HWY JOHNSONVILLE SC 29555	843-386-2023
ROBERT C VALDES	102 N LONGSTREET ST KINGSTREE SC 29556	843-354-5449
JUAN I ACEVEDO	1591 CENTRAL AVE KNIGHTSVILLE SC 29483	843-851-8380
JAMES BOOTH	302 COLLEGE PARK BLVD LADSON SC 29456	843-572-1510
ROBERT C VALDES	203 N RON MCNAIR BLVD LAKE CITY SC 29560-2437	843-394-2283
ANN FOX BAUM	5262 HIGHWAY 557 LAKE WYLIE SC 29710	803-831-0577
JAMES L HERNANDEZ	1364A HIGHWAY 38 W LATTA SC 29565	843-752-2060
JAMES R MASON JR.	105 FLEMING ST LAURENS SC 29360	864-984-0321
WILLIS LANGLEY, III	4324 SUNSET BLVD LEXINGTON SC 29072	803-785-2024
BRAD M VALDES	250 COLUMBIA AVE LEXINGTON SC 29072	803-359-5700
BRAD M VALDES	1011 S LAKE DR LEXINGTON SC 29072	803-957-8808
BRAD M VALDES	1770 SOUTHLAKE DRIVE LEXINGTON SC 29073	803-359-0811
BRAD M VALDES	340 LONG POND ROAD LEXINGTON SC 29072	803-808-0588
BRAD M VALDES	2412 AUGUSTA HWY LEXINGTON SC 29072	803-808-5080
ROBERT C VALDES	4364 AUGUSTA RD LEXINGTON SC 29073	803-808-6588
KRIS HARNISH	822 HIGHWAY 17 LITTLE RIVER SC 29566	843-249-5000
JOEL A PELLICCI, JR.	596 HWY 701 N LORIS SC 29569	843-756-1772
GEORGE M SENSOR	906 HWY 1 S LUGOFF SC 29078	803-438-6666
JAMES BOOTH	1960 PAXVILLE HWY MANNING SC 29102	803-435-4131

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JAMES L HERNANDEZ	2513 E HIGHWAY MARION SC 29571	843-423-0104
N BROOKS WHITTINGTON	114-M WEST BUTLER ROAD MAULDIN SC 29662	864-288-7696
JAMES BOOTH	375 N HWY 52 MONCK'S CORNER SC 29461	843-761-8763
JAMES BOOTH	1533 JOHNNY DODDS BLVD MOUNT PLEASANT SC 29464	843-881-2009
JAMES BOOTH	3060 IRONCLAD ALLEY MOUNT PLEASANT SC 29466	843-216-7299
JOEL A PELLICCI	2607 S KINGS HWY MYRTLE BEACH SC 29577	843-448-4223
JOEL A PELLICCI	3730 RENEE DR MYRTLE BEACH SC 29579	843-903-1807
JOEL A PELLICCI	3715 OLEANDER DRIVE MYRTLE BEACH SC 29577	843-839-9000
JOEL A PELLICCI	5900 S KINGS HIGHWAY MYRTLE BEACH SC 29575	843-238-1100
JOEL A PELLICCI, JR.	2200 N KINGS HWY MYRTLE BEACH SC 29577	843-448-4935
JOEL A PELLICCI, JR.	9527 HIGHWAY 707 MYRTLE BEACH SC 29588	843-650-1826
JOEL A PELLICCI, JR.	104 TOWNE CENTRE PARKWAY MYRTLE BEACH SC 29579	843-903-3410
JOEL A PELLICCI, JR.	101 STRAND MARKET DRIVE MYRTLE BEACH SC 29588	843-215-7225
JOEL A PELLICCI, JR.	8015 NORTH KINGS HIGHWAY MYRTLE BEACH SC 29572	843-449-1150
JAMES R MASON JR.	1241 WILSON RD NEWBERRY SC 29108	803-276-9960
JAMES R MASON JR.	I-26 AT EXIT 76 NEWBERRY SC 29108	803-276-4145
JOHN B RITCHEY, JR.	4403 JEFFERSON DAVIS HWY NORTH AUGUSTA SC 29841	803-593-8700
JOHN B RITCHEY, JR.	1831 GEORGIA AVE NORTH AUGUSTA SC 29841	803-279-3700
JOHN B RITCHEY, JR.	991 EDGEFIELD ROAD NORTH AUGUSTA SC 29860	803-426-1059
JAMES BOOTH	3710 RIVERS AVE NORTH CHARLESTON SC 29405-7039	843-566-9891
JAMES BOOTH	8401 DORCHESTER ROAD NORTH CHARLESTON SC 29420	843-760-2822
JAMES BOOTH	8586 RIVERS AVE NORTH CHARLESTON SC 29406	843-824-5433
JAMES BOOTH	5950 RIVERS AVE NORTH CHARLESTON SC 29406	843-566-9463
JAMES BOOTH	2988 W MONTAGUE AVENUE NORTH CHARLESTON SC 29418	843-744-0626
ANDREW HARNISH	4815 HWY 17 S NORTH MYRTLE BEACH SC 29582	843-361-4111
KRIS HARNISH	100 MAIN ST NORTH MYRTLE BEACH SC 29577	843-249-3212
JOHN B RITCHEY, JR.	2394 CHESTNUT NE ORANGEBURG SC 29115	803-536-5090
JOHN B RITCHEY, JR.	3675 SAINT MATTHEWS RD ORANGEBURG SC 29118	803-536-1234
JOHN B RITCHEY, JR.	706 JOHN C CALHOUN DR ORANGEBURG SC 29115	803-536-1111
ADRIAN T SMITH	203 S VAN LINGLE MUNGO BOULEVARD PAGELAND SC 29728	843-672-6221
ROBERT C VALDES	10425 OCEAN HWY PAWLEYS ISLAND SC 29585	843-235-2720
NIELESH A PATEL	425 E MAIN PICKENS SC 29671	864-878-4325
JAMES R MASON JR.	7611 AUGUSTA RD PIEDMONT SC 29673	864-299-5402
LEOVICK MEDINA	108 FRONTAGE RD PIEDMONT SC 29673	864-845-8907
NIELESH A PATEL	3435 HIGHWAY 153 PIEDMONT SC 29673	864-295-9095
JAMES BOOTH	850 PARRIS ISLAND GATEWAY PORT ROYAL SC 29906	843-524-8500
JASON W SAYLOR	3084 LANCASTER HWY RICHBURG SC 29729	803-789-3353
JOHN PALMACCIO	8548 GRAHAMVILLE RD RIDGELAND SC 29936	843-645-9025
MARTIN RANFT, II	2600 N CHERRY RD ROCK HILL SC 29730	803-366-2259
MARTIN RANFT, II	115 S CHERRY RD ROCK HILL SC 29732	803-327-1413
JASON W SAYLOR	1998 DAVE LYLE BLVD ROCK HILL SC 29730	803-909-7090
ADRIAN T SMITH	1785 MT GALLANT RD ROCK HILL SC 29732	803-980-5145
BRAD M VALDES	401 N JENNINGS ST SALUDA SC 29138	864-445-2319
JAMES BOOTH	8409 OLD NUMBER SIX HWY SANTEE SC 29142	803-854-2634
NIELESH A PATEL	1305 SANDIFER BLVD SENECA SC 29678	864-882-0444
TERRY STEPHENSON	1025 SOUTH STREET SIMPSONVILLE SC 29681	864-963-7703
TERRY STEPHENSON	692 FAIRVIEW RD SIMPSONVILLE SC 29680	864-228-3500
TERRY STEPHENSON	924 NORTH EAST MAIN STREET SIMPSONVILLE SC 29681	864-962-5600
JOEL A PELLICCI	U.S. HWY 17 BYPASS SOCASTEE SC 29577	843-293-5858
JAMES R MASON JR.	2244 CHESNEE HWY SPARTANBURG SC 29303	864-585-8002
CARI R SEPULVEDA	1598 JOHN B WHITE SR BLVD SPARTANBURG SC 29301	864-576-0320
CARI R SEPULVEDA	7661 GREENVILLE HWY SPARTANBURG SC 29301	864-576-8533
RAVI VUPPALA	500 HEARON CIR SPARTANBURG SC 29303	864-707-0783
RAVI VUPPALA	106 GARNER RD SPARTANBURG SC 29303	864-308-1727
RAVI VUPPALA	199 CEDAR SPRINGS RD SPARTANBURG SC 29302	864-756-0890
RAVI VUPPALA	2131 EAST MAIN STREET SPARTANBURG SC 29307	864-256-4142
JEFFREY WATSON	2050 NEW CUT RD SPARTANBURG SC 29303	864-574-7277
JEFFREY WATSON	1917 BOILING SPRINGS RD SPARTANBURG SC 29303	864-578-7070
JAMES RYAN BOOTH	6005 W JIM BILTON BLVD ST. GEORGE SC 29477	843-563-9218
JAMES RYAN BOOTH	401 BUFF BLVD SUMMERTON SC 29148	803-488-0188
JUAN I ACEVEDO	10095 E DORCHESTER RD SUMMERVILLE SC 29485	843-875-2110
JAMES BOOTH	1317 N MAIN STREET SUMMERVILLE SC 29483	843-851-1446
JAMES BOOTH	1520 N MAIN ST SUMMERVILLE SC 29483	843-871-2100
JAMES BOOTH	2909 WEST 5TH NORTH STREET SUMMERVILLE SC 29483	843-471-2415
JAMES RYAN BOOTH	501 N MAIN ST SUMMERVILLE SC 29483	843-821-9004
JAMES RYAN BOOTH	1707 STATE RD SUMMERVILLE SC 29486	843-482-0258
GEORGE M SENSOR	1060 BROAD ST SUMTER SC 29150	803-775-4532

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
GEORGE M SENSOR	101 N LAFAYETTE BLVD SUMTER SC 29150	803-773-8515
GEORGE M SENSOR	360 PINE WOOD RD SUMTER SC 29150	803-775-1807
GEORGE M SENSOR	1765 HWY 15 S SUMTER SC 29154	803-506-2026
GEORGE M SENSOR	5650 BROAD STREET SUMTER SC 29150	803-494-7344
JAMES R MASON JR.	6125 WADE HAMPTON BLVD TAYLORS SC 29687	864-848-9458
NIELESH A PATEL	501 ROE CENTER CT TRAVELERS REST SC 29577	864-834-0718
JAMES R MASON JR.	605 N DUNCAN BYPASS UNION SC 29379	864-429-3506
JAMES BOOTH	727 N JEFFERIES BLVD WALTERBORO SC 29488	843-549-1792
JAMES BOOTH	1404 SNIDERS HWY WALTERBORO SC 29488	843-538-1120
WILLIS LANGLEY, III	2425 SUNSET BLVD WEST COLUMBIA SC 29169	803-796-2005
BRAD M VALDES	2700 EMANUEL CHURCH RD WEST COLUMBIA SC 29169	803-957-7772
ROBERT C VALDES	1303 CHARLESTON HWY WEST COLUMBIA SC 29169	803-794-8193
NIELESH A PATEL	143 SCENIC PLAZA DR WEST UNION SC 29696	864-638-0340
MIKESH A PATEL	4 W MAIN ST WILLIAMSTON SC 29697	864-847-4444
ROBERT T VALDES	130 FAIRFIELD SQUARE WINNSBORO SC 29180	803-635-5002
JAMES R MASON JR.	890 N MAIN STREET WOODRUFF SC 29388	864-476-0424
JOHN PALMACCIO	57 FRAMPTON DR YEMASSEE SC 29945	843-726-4766
FRED L FUNDERBURK	989 E LIBERTY STREET YORK SC 29745	803-684-3417
MICHAEL J SALEM	1615 6TH AVE SE ABERDEEN SD 57401-5025	605-225-4275
MICHAEL J SALEM	403 N 2ND ST ABERDEEN SD 57401-2708	605-225-2841
JORDAN HARTSHORN	922 SPLITROCK BLVD BRANDON SD 57005	605-582-8333
JORDAN HARTSHORN	1605 6TH ST BROOKINGS SD 57006	605-692-7200
NATHAN R LEONARD	200 S MAIN CHAMBERLAIN SD 57325-1520	605-734-5509
NATHAN R LEONARD	1865 DAKOTA AVE S HURON SD 57350-3932	605-352-6600
NATHAN R LEONARD	320 2ND ST NW MADISON SD 57042	605-256-6212
NATHAN R LEONARD	1704 N MAIN ST MITCHELL SD 57301-1119	605-996-6200
NATHAN R LEONARD	1521 S BURR MITCHELL SD 57301-4770	605-996-7200
MARK WHEELDON	100 N DERBY LN NORTH SIOUX CITY SD 57049	605-232-9604
NATHAN R LEONARD	610 W SIOUX AVE PIERRE SD 57501	605-224-5003
WENDY M WALLA	2223 W MAIN ST RAPID CITY SD 57702	605-342-3483
WENDY M WALLA	720 CLEVELAND ST RAPID CITY SD 57701	605-343-6984
WENDY M WALLA	804 E NORTH ST RAPID CITY SD 57701-1689	605-342-3772
WENDY M WALLA	3919 CHEYENNE BLVD RAPID CITY SD 57703	605-923-5951
JORDAN HARTSHORN	3200 S MINNESOTA AVE SIOUX FALLS SD 57105-5651	605-338-2222
JORDAN HARTSHORN	2416 W 12TH ST SIOUX FALLS SD 57104-3813	605-339-1454
JORDAN HARTSHORN	4000 W 41ST ST SIOUX FALLS SD 57103	605-361-3375
JORDAN HARTSHORN	3101 E 26TH ST SIOUX FALLS SD 57103-4033	605-332-1211
JORDAN HARTSHORN	4903 N CLIFF AVE SIOUX FALLS SD 57104	605-373-1132
JORDAN HARTSHORN	5201 S LOUISE AVE SIOUX FALLS SD 57108	605-362-6011
JORDAN HARTSHORN	917 E 10TH STREET SIOUX FALLS SD 57103	605-334-3222
JORDAN HARTSHORN	7500 SOUTH MINNESOTA AVE SIOUX FALLS SD 57108	605-271-1658
CALVIN L DARDIS	131 RYAN RD SPEARFISH SD 57783-1212	605-642-2053
KELLEY DARDIS	2351 LAZELLE ST STURGIS SD 57785	605-347-2798
MARK WHEELDON	702 N DAKOTA ST VERMILLION SD 57069-1405	605-624-4630
JORDAN HARTSHORN	820 35TH STREET CIR WATERTOWN SD 57201	605-886-7807
JORDAN HARTSHORN	407 9TH AVENUE SOUTH WATERTOWN SD 57201	605-886-7077
NATHAN R LEONARD	526 E 2ND ST WINNER SD 57580-1355	605-842-1770
NATHAN R LEONARD	2301 BROADWAY AVE YANKTON SD 57078-1204	605-665-6200
ERIC T COCHRAN	211 CALDERWOOD ST ALCOA TN 37701	865-983-8432
ERIC T COCHRAN	2552 AIRPORT HWY ALCOA TN 37701	865-970-4921
JOHN JUDE FARIS	2929 OLD KNOXVILLE HWY ALCOA TN 37804	865-681-9500
TIM A FUNDERBURK	300 BIGMAC DR ALGOOD TN 38506	931-537-3330
JONATHON R MCGUIRE	5301 HICKORY HOLLOW LN ANTIOCH TN 37013-3127	615-731-8832
JONATHON R MCGUIRE	3035 HAMILTON CHURCH RD ANTIOCH TN 37013	615-367-1446
CHRISTOPHER JEFFERS	11590 HIGHWAY 70 ARLINGTON TN 38002	901-867-9033
MICHAEL WALDRAM	255 S MAIN ST ASHLAND CITY TN 37015	615-792-5801
MARK E SMITH	1403 CONGRESS PKY ATHENS TN 37303	423-745-7511
DENA L QUERTERMOUS	10921 HIGHWAY 51 S ATOKA TN 38004	901-837-9526
STEVEN JEFFERS	6048 STAGE RD BARTLETT TN 38134-8314	901-388-6091
STEVEN JEFFERS	8062 US HIGHWAY 64 BARTLETT TN 38133	901-382-8177
STEVEN JEFFERS	7599 HIGHWAY 70 BARTLETT TN 38133	901-201-6260
TIM A FUNDERBURK	110 FAST LANE BAXTER TN 38544	931-858-6999
JEFF L GAMBLE	4101 B HIGHWAY 412 SOUTH BELLS TN 38006	731-663-6118
MICHAEL J CARTER	214 CAROLINA POTTERY DR BLOUNTVILLE TN 37617	423-323-9223
MICHAEL J CARTER	2260 HWY 394 BLOUNTVILLE TN 37617	423-323-8999
SCOTT D YORK	798 W MARKET ST BOLIVAR TN 38008-2243	731-658-4889
ASTRID B DELGADO LYON	109 E PARK DR BRENTWOOD TN 37027-7505	615-377-4622

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ASTRID B DELGADO LYON	410 OLD HICKORY BLVD BRENTWOOD TN 37211	615-331-5928
JONATHON R MCGUIRE	6720 NOLENSVILLE PIKE BRENTWOOD TN 37027	615-283-5162
MICHAEL J CARTER	2633 W STATE BRISTOL TN 37620	423-968-2821
MICHAEL J CARTER	1102 VOLUNTEER PKY BRISTOL TN 37620	423-764-3021
MICHAEL J CARTER	325 PINNACLE PARKWAY BRISTOL TN 37620	423-573-7009
JONATHON TYLER GAMBLE	2586 ANDERSON AVENUE BROWNSVILLE TN 38012-8354	731-772-4892
JOHN FARIS, JR.	35 SPEEDWAY LN BULLS GAP TN 37711	423-235-7000
KRISTINE KENWORTHY	106 HWY 641 N CAMDEN TN 38320-1328	731-584-2804
TIM A FUNDERBURK	11 DIXON SPRINGS HWY CARTHAGE TN 37030	615-735-9263
JONATHON R MCGUIRE	1743 HWY 100 CENTERVILLE TN 37033	931-729-2375
JAMES D AARON, JR.	200 LOWER RIVER RD NW CHARLESTON TN 37310	423-336-1655
JABARI DAUGHTRY	4123 HIXSON PIKE CHATTANOOGA TN 37415	423-877-9056
JABARI DAUGHTRY	6220 LEE HWY CHATTANOOGA TN 37421	423-892-1976
JABARI DAUGHTRY	5440 HWY 153 CHATTANOOGA TN 37343	423-877-0263
ALEX GOODWIN	4502 ROSSVILLE BLVD CHATTANOOGA TN 37407	423-867-2345
ALEX GOODWIN	4829 BRAINERD RD CHATTANOOGA TN 37416	423-954-3034
ALEX GOODWIN	2017 GUNBARREL RD CHATTANOOGA TN 37421	423-510-1661
ALEX GOODWIN	156 BROWNS FERRY RD CHATTANOOGA TN 37419	423-821-7976
STEVEN OVERBY	4608 HWY 58 CHATTANOOGA TN 37416	423-893-6686
STEVEN OVERBY	1117 E 3RD ST CHATTANOOGA TN 37403	423-267-1188
STEVEN OVERBY	1735 OOLTEWAH RINGGOLD ROAD CHATTANOOGA TN 37363	423-894-4913
TIM A FUNDERBURK	6137 EPPS MILL RD CHRISTIANA TN 37037	615-849-1694
JOHN JUDE FARIS	201 SILVER LAKE RD CHURCH HILL TN 37642	423-357-8320
EMILY DONISI ELLIS	1921 MADISON EXT CLARKSVILLE TN 37040	931-552-3388
EMILY DONISI ELLIS	724 SANGO RD CLARKSVILLE TN 37043	931-358-0259
HOWARD E LARSON, II	792 N 2ND ST CLARKSVILLE TN 37040-2996	931-552-0627
HOWARD E LARSON, II	3078 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040-5005	931-647-8626
HOWARD E LARSON, II	1644 FORT CAMPBELL BLVD CLARKSVILLE TN 37040	931-645-6662
HOWARD E LARSON, II	3891 TRENTON RD CLARKSVILLE TN 37040	931-919-2667
HOWARD E LARSON, II	2961 FT CAMPBELL BLVD CLARKSVILLE TN 37042	931-919-0919
MARK E SMITH	1350 25TH ST NW CLEVELAND TN 37312	423-479-5343
MARK E SMITH	2365 APD 40 CLEVELAND TN 37312	423-479-5624
MARK E SMITH	4500 N LEE HWY CLEVELAND TN 37312	423-339-5898
MARK E SMITH	281 PLEASANT GROVE ROAD SW CLEVELAND TN 37353	423-479-1567
MARK E SMITH	4095 GEORGETOWN ROAD NW CLEVELAND TN 37312	423-339-8162
JOHN JUDE FARIS	357 CHARLES SEIVERS BLVD CLINTON TN 37716	865-457-9500
JOHN JUDE FARIS	2237 CHARLES SEIVERS BLVD CLINTON TN 37716	865-463-9500
GREGORY L MADISON	852 W POPLAR AVE COLLIERVILLE TN 38017	901-853-7700
ALEJANDRO PINA	3675 S HOUSTON LEVEE COLLIERVILLE TN 38017	901-850-0188
JONATHON R MCGUIRE	1563 BEAR CREEK PIKE COLUMBIA TN 38401	931-388-0660
GINA MARIE WOLFE	1225 TROTWOOD AVE COLUMBIA TN 38401-4801	931-381-3811
GINA MARIE WOLFE	110 BEAR CREEK PIKE COLUMBIA TN 38401-2261	931-388-4641
TIM A FUNDERBURK	1001 S JEFFERSON ST COOKEVILLE TN 38501-4019	931-528-1010
TIM A FUNDERBURK	515 S WILLOW AVE COOKEVILLE TN 38501	931-528-0170
CHRISTOPHER JEFFERS	1705 N GERMANTOWN PKY CORDOVA TN 38018	901-757-8205
ALEJANDRO PINA	674 N GERMANTOWN PKWY CORDOVA TN 38018-6210	901-757-1989
ALEJANDRO PINA	1206 HOUSTON LEVEE ROAD CORDOVA TN 38018	901-753-9833
GINA MARIE WOLFE	3685 PULASKI HWY CORNERSVILLE TN 37047	931-293-7800
DENA L QUERTERMOUS	887 HWY 51 N COVINGTON TN 38019-1701	901-476-1540
TIM A FUNDERBURK	1195 N MAIN ST CROSSVILLE TN 38555	931-484-7726
TIM A FUNDERBURK	558 PEAVINE RD CROSSVILLE TN 38555	931-456-6850
JAKE FARIS	550 HWY 92 SOUTH DANDRIDGE TN 37725	865-397-0397
BRADLEY W MOORE	130 ABEL DR DAYTON TN 37321	423-775-2023
JAMES D AARON, JR.	17447 STATE HIGHWAY 58 N DECATUR TN 37322	423-334-8069
HOWARD E LARSON, II	111 MATHIS DR DICKSON TN 37055-2085	615-446-5742
HOWARD E LARSON, II	1005 CHRISTI RD DICKSON TN 37055	615-441-1470
SCOTT D YORK	2798 HWY 48 DICKSON TN 37055	615-446-0909
SCOTT D YORK	1505 DONELSON PKY DOVER TN 37058	931-232-0005
KRISTINE KENWORTHY	8762 HWY 22 DRESDEN TN 38225	731-364-5761
BRADLEY W MOORE	14950 RANKIN AVE S DUNLAP TN 37327	423-949-6464
DARREN SELLS	2496 LAKE RD DYERSBURG TN 38024-1604	731-285-1598
ROBERT J GOODWIN	6401 RINGGOLD ROAD EAST RIDGE TN 37412	423-894-7911
JOHN JUDE FARIS	215 BROAD ST ELIZABETHTON TN 37643	423-543-5666
JOHN FARIS, JR.	529 JONESBOROUGH RD ERWIN TN 37650	423-743-5821
MARK E SMITH	620 N TENNESSEE AVE ETOWAH TN 37331	423-263-1958
PHILIP GRAY	2233 FAIRVIEW BLVD FAIRVIEW TN 37062	615-913-8255
JOHN JUDE FARIS	11205 KINGSTON PIKE FARRAGUT TN 37934	865-966-2600

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
TIM A FUNDERBURK	1410 HUNTSVILLE HWY FAYETTEVILLE TN 37334-3606	931-433-1156
ASTRID B DELGADO LYON	106 HWY 96 W FRANKLIN TN 37064	615-790-1775
ASTRID B DELGADO LYON	1299 HWY 96 E FRANKLIN TN 37064	615-790-7019
ASTRID B DELGADO LYON	1704 GALLERIA BLVD FRANKLIN TN 37064	615-771-7272
ASTRID B DELGADO LYON	653 FRAZIER DR FRANKLIN TN 37067	615-771-8778
CLARK GRAY	1003 VILLAGE PLAINS BLVD FRANKLIN TN 37064	615-994-8202
TED J LYON	402 W MAIN ST GALLATIN TN 37066-3120	615-527-7187
TED J LYON	990 GREENSBORO DR GALLATIN TN 37066	615-451-7100
JUSTIN ISRAEL	1353 PARKWAY EAST GATLINBURG TN 37738	865-436-4006
ALEX MADISON	2030 GERMANTOWN RD GERMANTOWN TN 38138-2844	901-755-5175
PHILIP GRAY	906 TWO MILE PKY GOODLETTSVILLE TN 37072-2322	615-859-2994
JERRY L MCNAIR	304 LONG HOLLLOW PIKE GOODLETTSVILLE TN 37072-1876	615-851-7266
TIM A FUNDERBURK	481 GORDONSVILLE HWY GORDONSVILLE TN 38563	615-683-1000
EMILY DONISI ELLIS	US 41S & COLLEGE STREET GREENBRIER TN 37073	615-863-2450
JOHN FARIS, JR.	521 TUSCULUM BLVD GREENEVILLE TN 37745	423-639-3277
JOHN FARIS, JR.	504 ASHEVILLE HWY GREENEVILLE TN 37743	423-636-2673
JOHN FARIS, JR.	2760 E ANDREW JOHNSON HWY GREENEVILLE TN 37745-0954	423-798-8979
DARREN SELLS	1907 N MERIDIAN STREET GREENFIELD TN 38230	731-235-0100
JOHN JUDE FARIS	110 1ST AVE HAMPTON TN 37658	423-725-3551
JOHN JUDE FARIS	INTERSTATE 40/RT 27 HARRIMAN TN 37748	865-346-9970
TED J LYON	103 MCMURRY BLVD HARTSVILLE TN 37074	615-374-0200
SCOTT D YORK	438 E MAIN HENDERSON TN 38340-2416	731-989-2830
TED J LYON	393 W MAIN ST HENDERSONVILLE TN 37075-3312	615-822-1124
TED J LYON	258 INDIAN LAKE BLVD HENDERSONVILLE TN 37075	615-826-0091
JERRY L MCNAIR	305 NEW SHACKLE ISLAND RD HENDERSONVILLE TN 37075	615-822-7169
PHILIP GRAY	3470 LEBANON RD HERMITAGE TN 37076-2008	615-883-7250
PHILIP GRAY	4734 LEBANON PIKE HERMITAGE TN 37076-1313	615-391-5101
PHILIP GRAY	5800 OLD HICKORY BLVD HERMITAGE TN 37076	615-872-0086
JABARI DAUGHTRY	8601 HIXSON PIKE HIXSON TN 37343	423-847-1117
GINA MARIE WOLFE	441 E MAIN ST HOHENWALD TN 38462-2005	931-796-2600
JEFF L GAMBLE	2579 HWY 45 N BY PASS HUMBOLDT TN 38343	731-784-7688
KRISTINE KENWORTHY	153 VETERANS DRIVE NORTH HUNTINGDON TN 38344-6204	731-535-3460
SCOTT D YORK	15400 HWY 13 S HURRICANE MILLS TN 37078	931-296-5882
JOHN JUDE FARIS	2826 APPALACHIAN HWY JACKSBORO TN 37757	423-566-9500
JONATHON TYLER GAMBLE	1915 N HIGHLAND AVE JACKSON TN 38305-4509	731-424-3692
JONATHON TYLER GAMBLE	1705 S HIGHLAND JACKSON TN 38301-7718	731-422-4791
JONATHON TYLER GAMBLE	1918 HWY 45 BYP JACKSON TN 38305-2408	731-668-8026
JONATHON TYLER GAMBLE	16 STONE BROOK JACKSON TN 38302	731-661-9203
JONATHON TYLER GAMBLE	20 CHLOE PLACE JACKSON TN 38305	731-935-0075
KEVIN HAILEY	401 N MAIN ST JAMESTOWN TN 38556	931-879-1770
ROBERT J GOODWIN	260 TVA ROAD JASPER TN 37347	423-942-5668
JAKE FARIS	100 W BROADWAY ST JEFFERSON CITY TN 37760	865-475-6221
JOHN JUDE FARIS	1419 FIFTH STREET JELICO TN 37762	423-784-1600
CHAD GRAY	6451 EATONS CREEK RD JOELTON TN 37080	615-299-9913
JOHN FARIS, JR.	1710 W MARKET ST JOHNSON CITY TN 37601	423-929-2291
JOHN FARIS, JR.	417 E MAIN ST JOHNSON CITY TN 37601	423-929-8041
JOHN FARIS, JR.	826 W WALNUT ST JOHNSON CITY TN 37601	423-928-8838
JOHN FARIS, JR.	2101 N ROAN ST JOHNSON CITY TN 37601	423-282-5663
JOHN FARIS, JR.	5016 BOBBY HICKS HWY JOHNSON CITY TN 37615	423-477-4491
JOHN FARIS, JR.	3100 BROWNSMILL RD JOHNSON CITY TN 37604	423-915-0328
JOHN FARIS, JR.	4525 ROAN STREET NORTH JOHNSON CITY TN 37615	423-328-0956
JOHN FARIS, JR.	506 BOONES CREEK RD JONESBOROUGH TN 37659	423-913-1761
JOHN JUDE FARIS	7134 OAK RIDGE HIGHWAY KARNS TN 37931	865-985-9500
ROBERT J GOODWIN	160 MAIN ST KIMBALL TN 37347	423-837-7592
JOHN JUDE FARIS	2330 FORT HENRY DR KINGSPORT TN 37664	423-246-6661
JOHN JUDE FARIS	1620 E STONE DR KINGSPORT TN 37660	423-247-9581
JOHN JUDE FARIS	1501 LYNN GARDEN RD KINGSPORT TN 37665	423-246-9001
JOHN JUDE FARIS	4300 W STONE DR KINGSPORT TN 37660	423-246-7911
JOHN JUDE FARIS	4317 FORT HENRY DR KINGSPORT TN 37662	423-239-7911
JOHN JUDE FARIS	1331 JOHN B DENNIS HIGHWAY KINGSPORT TN 37660	423-245-6712
JOHN JUDE FARIS	840 N KENTUCKY ST KINGSTON TN 37763	865-328-1830
JOSEPH P BURGER, III	7030 KINGSTON PIKE KNOXVILLE TN 37919	865-584-2536
JOSEPH P BURGER, III	1720 W CUMBERLAND AVE KNOXVILLE TN 37912	865-637-4148
JOSEPH P BURGER, III	322 CEDAR BLUFF RD KNOXVILLE TN 37923	865-691-4556
JOSEPH P BURGER, III	4420 WESTERN AVENUE KNOXVILLE TN 37912	865-637-4183
JOSEPH P BURGER, III	9501 KINGSTON PIKE KNOXVILLE TN 37923	865-531-3911
JOSEPH P BURGER, III	326 LOVELL ROAD KNOXVILLE TN 37922	865-966-2250



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOSEPH P BURGER, III	WALKER SPRINGS I 40 KNOXVILLE TN 37923	865-531-9500
ERIC T COCHRAN	3120 N BROADWAY KNOXVILLE TN 37917	865-687-1647
ERIC T COCHRAN	9526 S NORTHSORE DR SW KNOXVILLE TN 37921	865-539-9600
ERIC T COCHRAN	7545 MOUNTAIN GROVE DRIVE KNOXVILLE TN 37920	865-573-6050
LITTON T COCHRAN, III	2505 CHAPMAN HWY KNOXVILLE TN 37912	865-577-0097
JOHN JUDE FARIS	7402 STRAWBERRY PLAINS PIKE KNOXVILLE TN 37871	865-933-9500
JOHN JUDE FARIS	5055 N BROADWAY KNOXVILLE TN 37918	865-689-9000
JOHN JUDE FARIS	5260 MILLERTOWN PIKE KNOXVILLE TN 37918	865-522-9500
JOHN JUDE FARIS	8451 MIDDLEBROOK PIKE KNOXVILLE TN 37919	865-692-9503
JOHN JUDE FARIS	HARDIN VALLEY & PELLISSIPPI PKWY KNOXVILLE TN 37920	865-694-9500
JOHN FARIS, JR.	2818 MAGNOLIA AVE KNOXVILLE TN 37918	865-637-0267
JOHN FARIS, JR.	322 MERCHANTS DR KNOXVILLE TN 37912	865-666-7150
JOHN FARIS, JR.	6901 MAYNARDVILLE PIKE KNOXVILLE TN 37918	865-922-4302
JOHN FARIS, JR.	6715 CLINTON HWY KNOXVILLE TN 37849	865-938-2111
JAKE FARIS	139 E DUMPLIN VALLEY RD KODAK TN 37764	865-933-8801
ASTRID B DELGADO LYON	505 WALDRON RD LA VERGNE TN 37086	615-793-4310
ASTRID B DELGADO LYON	5147 MURFREESBORO RD LA VERGNE TN 37086	615-793-2032
TED J LYON	414 HWY 52 BYP W LAFAYETTE TN 37083-1730	615-688-7111
JOHN JUDE FARIS	624 N MAIN ST LAKE CITY TN 37769	865-426-9500
STEVEN JEFFERS	9940 US HIGHWAY 64 LAKELAND TN 38002	901-922-5746
GINA MARIE WOLFE	1216 N LOCUST AVE LAWRENCEBURG TN 38464	931-762-2454
PHILIP GRAY	705 S CUMBERLAND ST LEBANON TN 37087-4109	615-449-3299
PHILIP GRAY	1420 W MAIN ST LEBANON TN 37087-3114	615-449-1833
PHILIP GRAY	320 HWY 109 N LEBANON TN 37090	615-449-8366
JOHN JUDE FARIS	402 HWY 321N LENOIR CITY TN 37771	865-986-3122
JOHN JUDE FARIS	9155 HWY 321 NORTH LENOIR CITY TN 37771	865-988-7920
TIM A FUNDERBURK	141 N ELLINGTON PKY LEWISBURG TN 37091-2842	931-359-8601
SCOTT D YORK	675 C WEST CHURCH ST LEXINGTON TN 38351-1711	731-968-4889
TIM A FUNDERBURK	820 W MAIN ST LIVINGSTON TN 38570-1722	931-823-7999
JOHN JUDE FARIS	12505 HWY 72 N LOUDON TN 37774	865-346-9720
JOHN JUDE FARIS	1909 MARRIOTT DRIVE LOUISVILLE TN 37777	865-379-9500
PHILIP GRAY	1012 GALLATIN RD S MADISON TN 37115-4606	615-338-8403
MARK E SMITH	840 PATTERSON ST MADISONVILLE TN 37354	423-442-1812
TIM A FUNDERBURK	2211 HILLSBORO BLVD MANCHESTER TN 37355-8912	931-728-0726
KRISTINE KENWORTHY	801 UNIVERSITY STREET MARTIN TN 38237-1627	731-587-3040
ERIC T COCHRAN	803 FOOTHILLS DR MARYVILLE TN 37801	865-983-8500
ERIC T COCHRAN	2315 MARKET PLACE DRIVE MARYVILLE TN 37802	865-982-7880
JOHN JUDE FARIS	2716 MAYNARDVILLE HWY MAYNARDVILLE TN 37807	865-992-9500
LEE K MATLOCK	15910 HIGHLAND DR MCKENZIE TN 38201	731-352-0715
TIM A FUNDERBURK	1334 NEW SMITHVILLE HWY MCMINNVILLE TN 37110	931-473-5950
JONATHON TYLER GAMBLE	639 HIGHWAY 45E SOUTH MEDINA TN 38355	731-783-3101
STEVEN JEFFERS	1959 WHITTEN ROAD MEMPHIS TN 38133	901-654-3163
ALEX MADISON	1861 S 3RD MEMPHIS TN 38109	901-774-3339
ALEX MADISON	6050 WINCHESTER MEMPHIS TN 38115-4011	901-794-9648
ALEX MADISON	3636 S MENDENHALL MEMPHIS TN 38115-4801	901-360-0033
GREGORY L MADISON	3068 S PERKINS RD MEMPHIS TN 38118-3240	901-365-7570
GREGORY L MADISON	6690 POPLAR AVE MEMPHIS TN 38138	901-754-0132
GREGORY L MADISON	7101 WINCHESTER ROAD MEMPHIS TN 38125	901-590-0685
ALEJANDRO PINA	5263 POPLAR DR MEMPHIS TN 38119-3513	901-683-4365
ALEJANDRO PINA	5084 SUMMER AVE MEMPHIS TN 38122-4408	901-682-8996
ALEJANDRO PINA	7011 E SHELBY DR MEMPHIS TN 38125-3417	901-755-1313
ALEJANDRO PINA	3845 E SHELBY DR MEMPHIS TN 38118	901-366-5021
ALEJANDRO PINA	2681 FRAYSER BLVD MEMPHIS TN 38127	901-529-7261
MICHAEL L RETZER JR.	3363 AUSTIN PEAY HWY MEMPHIS TN 38128-3801	901-388-7570
MICHAEL L RETZER JR.	2073 UNION AVE MEMPHIS TN 38104-4137	901-726-6502
MICHAEL L RETZER JR.	1666 WINCHESTER MEMPHIS TN 38116-3518	901-345-0053
MICHAEL L RETZER JR.	4210 SUMMER AVE MEMPHIS TN 38122-4044	901-458-2474
MICHAEL L RETZER JR.	3149 N THOMAS ST MEMPHIS TN 38127-6002	901-358-3343
MICHAEL L RETZER JR.	2994 POPLAR AVENUE MEMPHIS TN 38111-3527	901-452-6092
MICHAEL L RETZER JR.	3224 JACKSON AVE MEMPHIS TN 38122-1009	901-327-7071
MICHAEL L RETZER JR.	1389 POPLAR AVENUE MEMPHIS TN 38104-2007	901-272-7324
MICHAEL L RETZER JR.	1755 GETWELL ROAD MEMPHIS TN 38111-7018	901-744-8381
MICHAEL L RETZER JR.	3377 WINCHESTER MEMPHIS TN 38118-5931	901-362-7514
MICHAEL L RETZER JR.	2200 COVINGTON PIKE MEMPHIS TN 38128-6907	901-382-7500
MICHAEL L RETZER JR.	3120 S 3RD MEMPHIS TN 38109-2950	901-398-4671
MICHAEL L RETZER JR.	1325 RIDGEWAY ROAD MEMPHIS TN 38119-5303	901-767-9225
MICHAEL L RETZER JR.	1610 SYCAMORE VIEW MEMPHIS TN 38134-7310	901-383-8999

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL L RETZER JR.	3805 HACKS CROSSING RD MEMPHIS TN 38125	901-752-4962
MICHAEL L RETZER JR.	4096 ELVIS PRESLEY BLVD MEMPHIS TN 38116	901-332-3747
MICHAEL L RETZER JR.	1683 E SHELBY DRIVE MEMPHIS TN 38116	901-346-0874
MICHAEL L RETZER JR.	1472 S TREZEVAULT STREET MEMPHIS TN 38114	901-743-8184
MICHAEL L RETZER JR.	614 S HIGHLAND ST MEMPHIS TN 38111-4356	901-458-5018
MICHAEL L RETZER JR.	4642 QUINCE RD MEMPHIS TN 38117	120-748-999
MICHAEL L RETZER, SR.	905 UNION AVE MEMPHIS TN 38103-3513	901-526-7812
DARREN SELLS	6076 S 1ST ST MILAN TN 38358-3131	731-686-3388
MICHAEL L RETZER JR.	7839 US HIGHWAY 51 N MILLINGTON TN 38053	901-872-8118
TIM A FUNDERBURK	521 W MAIN ST MONTEAGLE TN 37356	931-924-4050
JAKE FARIS	2212 W ANDREW JOHNSON MORRISTOWN TN 37814	423-581-7939
JAKE FARIS	2505 E MORRIS BLVD MORRISTOWN TN 37813	423-581-7859
JAKE FARIS	5995 W ANDREW JOHNSON HWY MORRISTOWN TN 37813	423-586-2956
JAKE FARIS	1594 BUFFALO TRAIL DR MORRISTOWN TN 37814	423-587-4875
JAKE FARIS	5290 TWIN SPIRES LANE MORRISTOWN TN 37814	423-586-3749
PHILIP GRAY	625 S MOUNT JULIET ROAD MOUNT JULIET TN 37122	615-970-7799
HEATHER JOYNER	955 SHADY ST MOUNTAIN CITY TN 37683	423-727-4344
PHILIP GRAY	126 N MOUNT JULIET RD MT JULIET TN 37122	615-754-8588
PHILIP GRAY	11279 LEBANON RD MT JULIET TN 37122	615-773-7061
GINA MARIE WOLFE	817 N MAIN ST MT PLEASANT TN 38474	931-379-5151
JONATHON R MCGUIRE	106 SE BROAD ST MURFREESBORO TN 37130-4229	615-962-9266
JONATHON R MCGUIRE	2180 OLD FORT PKY MURFREESBORO TN 37130	615-893-3036
JONATHON R MCGUIRE	1706 MEMORIAL BLVD MURFREESBORO TN 37129-1519	615-962-8062
JONATHON R MCGUIRE	2485 S CHURCH ST MURFREESBORO TN 37128	615-895-3500
JONATHON R MCGUIRE	2595 OLD FORT PKY MURFREESBORO TN 37130	615-907-0661
JONATHON R MCGUIRE	3371 MEMORIAL BLVD MURFREESBORO TN 37130	629-207-3118
JONATHON R MCGUIRE	1716 S RUTHERFORD BLVD MURFREESBORO TN 37130	615-895-7470
JONATHON R MCGUIRE	2674 NEW SALEM HWY MURFREESBORO TN 37128	615-890-8820
JONATHON R MCGUIRE	1436 N RUTHERFORD BLVD MURFREESBORO TN 37130	615-898-0677
JONATHON R MCGUIRE	2874 MEDICAL CENTER PKWY MURFREESBORO TN 37129	615-898-7445
CHAD GRAY	331 HARDING PL NASHVILLE TN 37211-3911	615-333-2711
PHILIP GRAY	2612 8TH AVENUE SOUTH NASHVILLE TN 37204-3008	615-383-7045
PHILIP GRAY	4041 NOLENSVILLE RD NASHVILLE TN 37211-4547	615-833-2511
PHILIP GRAY	4110 HILLSBORO RD NASHVILLE TN 37215-2701	615-385-3313
PHILIP GRAY	6620 CHARLOTTE PIKE NASHVILLE TN 37209-4202	615-354-0470
PHILIP GRAY	154 MCGAVOCK PIKE NASHVILLE TN 37214-2144	615-883-4150
PHILIP GRAY	2806 GALLATIN PIKE NASHVILLE TN 37216-3713	615-227-1200
PHILIP GRAY	2700 WEST END AVE NASHVILLE TN 37203-1426	615-327-3755
PHILIP GRAY	4700 CHARLOTTE AVE NASHVILLE TN 37209-3405	615-385-4710
PHILIP GRAY	2311 BRICK CHURCH PIKE NASHVILLE TN 37206	615-227-0995
PHILIP GRAY	3300 DICKERSON RD NASHVILLE TN 37207-2955	615-262-8038
PHILIP GRAY	1201 BROADWAY NASHVILLE TN 37203-3117	615-255-6313
PHILIP GRAY	545 DONELSON PIKE NASHVILLE TN 37214-3738	615-885-6006
PHILIP GRAY	2212 NOLENSVILLE RD NASHVILLE TN 37211-2025	615-259-3912
PHILIP GRAY	5744 NOLENSVILLE RD NASHVILLE TN 37211-6424	615-331-5795
PHILIP GRAY	201 RUDY CIR NASHVILLE TN 37214-1005	615-391-3246
PHILIP GRAY	801 VANTAGE WAY CT NASHVILLE TN 37228	615-255-0099
PHILIP GRAY	8050 HIGHWAY 100 NASHVILLE TN 37221	615-913-8256
JONATHON R MCGUIRE	524 MURFREESBORO RD NASHVILLE TN 37210-3510	615-244-7341
JONATHON R MCGUIRE	1173 MURFREESBORO RD NASHVILLE TN 37217-2214	615-361-7606
JONATHON R MCGUIRE	2499 MURFREESBORO PIKE NASHVILLE TN 37217-3554	615-360-6652
MICHAEL WALDRAM	7100 HWY 70 S NASHVILLE TN 37221-2211	615-662-2545
DARREN SELLS	600 A W HIGHWAY 77 NEWBERN TN 38059	731-627-0029
JAKE FARIS	817 COSBY RD NEWPORT TN 37821	423-623-3003
KEVIN HAILEY	400 ILLINOIS AVE OAK RIDGE TN 37830	865-483-4570
KEVIN HAILEY	841 OAK RIDGE TPKE OAK RIDGE TN 37830	865-481-0013
CHRISTOPHER JEFFERS	7200 HWY 64 OAKLAND TN 38060	901-466-9777
MARK E SMITH	178 HIGHWAY 64 OCOEE TN 37361	423-338-9077
PHILIP GRAY	1252 ROBINSON RD OLD HICKORY TN 37138	615-357-3622
KEVIN HAILEY	19820 ALBERTA ST ONEIDA TN 37841	423-286-7800
MARK E SMITH	9211 LEE HWY OOLTEWAH TN 37363	423-238-9266
KRISTINE KENWORTHY	1019 MINERAL WELLS PARIS TN 38242-4901	731-642-4499
SCOTT D YORK	346 TENNESSEE AVE N PARSONS TN 38363	731-257-1054
JUSTIN ISRAEL	3570 PARKWAY PIGEON FORGE TN 37863	865-453-9351
JUSTIN ISRAEL	540 WEARS VALLEY ROAD PIGEON FORGE TN 37863	865-774-8997
BRADLEY W MOORE	480 NORTH MAIN ST US HWY 127 PIKEVILLE TN 37367	423-447-3300
JOHN FARIS, JR.	5955 HIGHWAY 11 E PINEY FLATS TN 37686	423-391-7345

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PAUL M BURRELL, II	401 S BROADWAY PORTLAND TN 37148	615-325-5054
JOHN FARIS, JR.	409 EMORY RD POWELL TN 37938	865-947-3962
GINA MARIE WOLFE	812 W COLLEGE ST PULASKI TN 38478-3625	931-363-8670
JABARI DAUGHTRY	2003 DAYTON BLVD RED BANK TN 37415	423-870-4405
DENA L QUERTERMOUS	590 HWY 51 N RIPLEY TN 38063	731-635-7050
JOHN JUDE FARIS	1106 NORTH GATEWAY AVE ROCKWOOD TN 37854	865-328-1140
JOHN FARIS, JR.	4306 HWY 66 S ROGERSVILLE TN 37857	423-272-4892
LOGAN COLLIER	205 MAIN ST SAVANNAH TN 38372-1903	731-925-4889
SCOTT D YORK	621 MULBERRY AVE SELMER TN 38375	731-645-4488
JUSTIN ISRAEL	225 FORK OF THE RIVER PKY SEVIERVILLE TN 37862	865-453-3747
JUSTIN ISRAEL	904 DOLLY PARTON PKY SEVIERVILLE TN 37862	865-429-7074
JUSTIN ISRAEL	1831 PARKWAY SEVIERVILLE TN 37862	865-908-6222
ERIC T COCHRAN	11416 CHAPMAN HWY SEYMOUR TN 37865	865-609-1493
TIM A FUNDERBURK	763 MADISON ST SHELBYVILLE TN 37160-3523	931-684-3099
TIM A FUNDERBURK	507 S CONGRESS BLVD SMITHVILLE TN 37166-2021	615-597-8944
ASTRID B DELGADO LYON	345 N LOWRY ST SMYRNA TN 37167-2550	615-459-0622
TED J LYON	1855 ALMAVILLE RD SMYRNA TN 37167	615-220-1670
JONATHON R MCGUIRE	775 NISSAN DR SMYRNA TN 37167	615-220-0034
STEVEN OVERBY	104 SEQUOYAH ACCESS RD SODDY-DAISY TN 37379	423-332-0022
CHRISTOPHER JEFFERS	16630 US HIGHWAY 64 SOMERVILLE TN 38068	901-465-1493
TIM A FUNDERBURK	800 ROOSEVELT DR SPARTA TN 38583-1225	931-738-3555
ROBERT J GOODWIN	22620 RHEA COUNTY HIGHWAY SPRING CITY TN 37381	423-452-0832
GINA MARIE WOLFE	5431 MAIN ST SPRING HILL TN 37174	931-486-1000
GINA MARIE WOLFE	4908 COLUMBIA HWY SPRING HILL TN 37174	615-302-0203
GINA MARIE WOLFE	3833 OLD PORT ROYAL RD N SPRING HILL TN 37174	931-486-3070
LINDA L BURRELL	2113 MEMORIAL BLVD SPRINGFIELD TN 37172	615-384-6177
MARK E SMITH	223 HWY 68 SWEETWATER TN 37312	423-337-9773
JOHN JUDE FARIS	HWY 33 & 25 E TAZEWELL TN 37879	423-626-5055
DARREN SELLS	2038 HIGHWAY 45 BYPASS TRENTON TN 38382	731-855-9559
TIM A FUNDERBURK	1018 N JACKSON ST TULLAHOVA TN 37388-2334	931-455-6757
KRISTINE KENWORTHY	1108 MARSHALL AVE UNION CITY TN 38261-5528	731-885-2352
JAMES D AARON, JR.	1936 US 411 VONORE TN 37885	423-884-3690
KRISTINE KENWORTHY	103 WAVERLY PL WAVERLY TN 37185-1531	931-296-3311
GINA MARIE WOLFE	220 DEXTER WOODS MEMORIAL BLVD WAYNESBORO TN 38485	931-722-5550
JONATHON R MCGUIRE	2001 HWY 47 N WHITE BLUFF TN 37187	615-797-4853
TED J LYON	856 HIGHWAY 76 WHITE HOUSE TN 37188	615-672-2957
JAKE FARIS	3624 ROY MESSER HWY WHITE PINE TN 37890	865-674-7806
SCOTT D YORK	21320 HWY 22 WILDERSVILLE TN 38388	731-967-9015
TIM A FUNDERBURK	1515 NORTH HWY 41A WINCHESTER TN 37398	931-967-2892
TIM A FUNDERBURK	101 E MAIN ST WOODBURY TN 37190	615-563-3000
DAVID J HARMON	3602 N 1ST ST ABILENE TX 79603-6822	325-673-6564
DAVID J HARMON	4302 BUFFALO GAP RD ABILENE TX 79605	325-695-2616
DAVID J HARMON	1201 N JUDGE ELY ABILENE TX 79601-3849	325-672-1271
DAVID J HARMON	3147 S 14TH ST ABILENE TX 79605	325-691-5902
JESSICA J JOHNSON	3795 BELTLINE RD ADDISON TX 75244	972-243-4262
RUSSELL W ELLIS	1018 FRONTAGE RD ALAMO TX 78516	956-283-1130
DALE R RAABE	1220 E MAIN ALICE TX 78332-5049	361-664-8790
DALE R RAABE	212 N JOHNSON ALICE TX 78332	361-664-8020
HENRY CHARLES O'REILLY, III	104 CENTRAL EXPY ALLEN TX 75002-2771	972-727-2701
HENRY CHARLES O'REILLY, III	815 S ALLEN HEIGHTS DR ALLEN TX 75002	214-495-9930
HENRY CHARLES O'REILLY, III	370 E STACY RD ALLEN TX 75002	214-383-2803
IRMA B CAMPBELL	900 EAST AVE E ALPINE TX 79831	432-837-3640
ALFREDO DEL BARRIO, JR.	217 N ALTON ALTON TX 78573	956-585-6237
DENNIS J DARLING	1103 FM 1462 ALVIN TX 77511-4053	281-585-8848
CARRIE PEREZ	400 S BYPASS 35 ALVIN TX 77511	281-585-6400
OSMAN DANA	2000 S WESTERN AVENUE AMARILLO TX 79106-5933	806-352-5061
OSMAN DANA	400 E AMARILLO BLVD AMARILLO TX 79107-5314	806-372-2366
OSMAN DANA	4402 TECKLA BLVD AMARILLO TX 79109-5424	806-353-1811
OSMAN DANA	1720 S ROSS ST AMARILLO TX 79102-4420	806-376-5132
OSMAN DANA	3320 COULTER ST AMARILLO TX 79109	806-332-5403
OSMAN DANA	1815 S GRAND AMARILLO TX 79103	806-374-4595
OSMAN DANA	6312 HOLLYWOOD RD AMARILLO TX 79118	806-355-7954
OSMAN DANA	2910 SONCY RD AMARILLO TX 79121	806-352-4890
OSMAN DANA	715 LAKESIDE DR AMARILLO TX 79103	806-335-3391
OSMAN DANA	5620 W AMARILLO BLVD AMARILLO TX 79124	806-352-2239
LEONARD A CARRILLO	1201 S MAIN STREET ANDREWS TX 79714	432-524-2200
HENRY CHARLES O'REILLY, III	1317 W WHITE ANNA TX 75409	214-831-2040

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CELIA JAIRALA	11202 LEOPARD ST ANNAVILLE TX 78410	361-242-9103
RICHARD A CASTRO	101 S MAIN ANTHONY TX 79821	915-886-2056
RICHARD A CASTRO	3000 MOUNTAIN PASS ANTHONY TX 79821	915-886-3419
EDWARD L LUTITO, JR.	2475 W WHEELER ARANSAS PASS TX 78336	361-758-9060
ANTHONY E GRISSETT	4300 S COOPER ARLINGTON TX 76015-4217	817-465-5368
ANTHONY E GRISSETT	5700 FOREST BEND DRIVE ARLINGTON TX 76017	817-572-0091
ANTHONY E GRISSETT	5404 S COOPER ARLINGTON TX 76017-6108	817-468-1956
ANTHONY E GRISSETT	800 W PIONEER PARKWAY ARLINGTON TX 76013	817-303-1352
ARMINDA L GRISSETT	4841 W SUBLETT RD ARLINGTON TX 76017	817-516-0333
THOMAS S HARDEMAN	2391 N COLLINS ARLINGTON TX 76011-2627	817-265-9291
LUIS R HERNANDEZ	6230 MATLOCK RD ARLINGTON TX 76002-2717	817-472-7273
ROLAND PARRISH	2575 E ARKANSAS LN ARLINGTON TX 76011	817-274-2755
MICHAEL K VANECEK	611 W ABRAMS ST ARLINGTON TX 76010-1018	817-265-2437
MICHAEL K VANECEK	1704 W RANDOL MILL RD ARLINGTON TX 76012	817-795-3791
MICHAEL K VANECEK	915 E RANDOL MILL RD ARLINGTON TX 76011-6017	817-276-9993
TODD J GRAFMILLER	6904 FM 1960 E ATASCOCITA TX 77346-2706	281-852-1122
KEVIN L LILLY	1105 E TYLER ATHENS TX 75751-2145	903-677-3115
MICHAEL L RETZER JR.	200 N LOOP 59 ATLANTA TX 75551	903-796-9211
IGNACIO DE LEON	7010 HWY 71 W AUSTIN TX 78746-8331	512-288-0805
IGNACIO DE LEON	2114 NEW SLAUGHTER AUSTIN TX 78748-5981	512-282-9581
IGNACIO DE LEON	5017 HWY 290 W AUSTIN TX 78735	512-892-8780
IGNACIO DE LEON	9300 S I-35 AUSTIN TX 78748	512-291-9397
CYNTHIA A FERGUSON	7950 BURNET RD AUSTIN TX 78758	512-454-9394
CYNTHIA A FERGUSON	13813 BURNET RD AUSTIN TX 78727	512-244-2996
CYNTHIA A FERGUSON	15900 N INTERSTATE 35 AUSTIN TX 78728	512-670-2630
JIMMY L FERGUSON	9422 N LAMAR BLVD AUSTIN TX 78753-4106	512-837-2772
JIMMY L FERGUSON	12443 METRIC BLVD AUSTIN TX 78758-2521	512-836-8709
JIMMY L FERGUSON	13609 N I 35 AUSTIN TX 78753	512-989-0908
JIMMY L FERGUSON	12900 N INTERSTATE 35 AUSTIN TX 78753	512-491-9046
JIMMY L FERGUSON	1608 E PARMER LN AUSTIN TX 78753	512-836-4100
JOY D FRANK-SILMON	500 W WILLIAM CANNON AUSTIN TX 78704	512-443-8443
JOY D FRANK-SILMON	13749 N US HWY 183 AUSTIN TX 78750	512-335-8065
JOY D FRANK-SILMON	7409 NORTH FM 620 AUSTIN TX 78726	512-996-9449
JOSE A LOPEZ FERGUSON	2608 BRAKER LN W AUSTIN TX 78758	512-837-8616
EDWARD L LUTITO, JR.	5355 N INTERREGIONAL HWY AUSTIN TX 78723	512-452-7473
EDWARD L LUTITO, JR.	10732 RESEARCH BLVD AUSTIN TX 78759	512-346-5440
EDWARD L LUTITO, JR.	1024 E ANDERSON LN AUSTIN TX 78752	512-837-9336
EDWARD L LUTITO, JR.	12801 FM 620 N AUSTIN TX 78750	512-219-1194
E WINSTON ROSS, III	1143 I 2 AIRPORT BLVD AUSTIN TX 78721	512-926-1234
E WINSTON ROSS, III	5762 MOPAC EXPY N AUSTIN TX 78731	512-451-1550
E WINSTON ROSS, III	8500 E HWY 290 AUSTIN TX 78724-2415	512-933-1907
E. WINSTON ROSS, JR.	5516 N LAMAR AUSTIN TX 78751	512-467-0320
MICHAEL K VANECEK	303 E OLTORF ST AUSTIN TX 78704-5532	512-442-7717
MICHAEL K VANECEK	2426 E RIVERSIDE AUSTIN TX 78741-3035	512-444-9229
MICHAEL K VANECEK	6503 I 35 S AUSTIN TX 78701	512-448-4484
MICHAEL K VANECEK	4501 E BEN WHITE BLVD AUSTIN TX 78714	512-912-7511
MICHAEL K VANECEK	3909 S CONGRESS AVE AUSTIN TX 78704	512-448-9485
MICHAEL K VANECEK	710 E BEN WHITE AUSTIN TX 78704	512-707-6838
MARTIN I WASHINGTON	10525 WEST PARMER LANE AUSTIN TX 78717	512-248-2322
VERONICA RUANO	597 NORTHWEST PKY AZLE TX 76020-2913	817-444-1696
ROBERT E FLORES	4505 HWY 146 BA CLIFF TX 77518	281-339-5949
ROLAND PARRISH	3535 GLENSHIRE DRIVE BALCH SPRINGS TX 75180-2215	972-286-9056
JASON KINNEY	496 HWY 71 W BASTROP TX 78602-3723	512-321-1591
DANIEL CARREON	2101 7TH ST BAY CITY TX 77414-5114	979-244-4290
ABNER CASAS	7000 GARTH ROAD BAYTOWN TX 77521-9595	281-421-4950
ABNER CASAS	1703 I 10 E BAYTOWN TX 77521	281-843-2020
MATTHEW KADES	310 N ALEXANDER DR BAYTOWN TX 77520-5805	281-427-3851
MATTHEW KADES	4503 GARTH RD BAYTOWN TX 77520	281-420-6082
MATTHEW KADES	8910 HWY 146 BAYTOWN TX 77520	281-576-5977
MATTHEW KADES	1770 DECKER DRIVE BAYTOWN TX 77520	281-420-3553
KENNETH P KADES	4515 DOWLEN RD BEAUMONT TX 77706-6712	409-898-3552
KENNETH P KADES	190 N I 10 BEAUMONT TX 77702-2111	409-835-3183
KENNETH P KADES	1555 I 10 E BEAUMONT TX 77701-1115	409-832-3673
KENNETH P KADES	6380 PHELAN BOULEVARD BEAUMONT TX 77706-6159	409-866-7272
KENNETH P KADES	3050 SOUTH MARTIN LUTHER KING JUNIOR PAR BEAUMONT TX 77705	409-813-1623
KENNETH P KADES	2990 W CARDINAL BEAUMONT TX 77705	409-842-6073
KENNETH P KADES	5580 HWY 105 BEAUMONT TX 77708	409-899-5192

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
KENNETH P KADES	910 S MAJOR BEAUMONT TX 77707	409-861-4121
DANIEL H MASSEY	3350 HARWOOD ROAD BEDFORD TX 76021-3904	817-399-0097
WILLIAM T MASSEY	2100 CENTRAL PARK BOULEVARD BEDFORD TX 76022-6100	817-354-5863
JOY D FRANK-SILMON	12514 W HWY 71 BEE CAVE TX 78738	512-263-8083
ANNA E OQUIN	2301 N SAINT MARY BEEVILLE TX 78102-2436	361-358-4770
JIMMY L FERGUSON	1601 E 6TH ST BELTON TX 76513	254-939-7807
LORI BLANTON	8516 HWY 377 S BENBROOK TX 76126	817-249-2773
LEONARD A CARRILLO	2600 S GREGG BIG SPRING TX 79720	432-264-7730
LEONARD A CARRILLO	706 E I-20 BIG SPRING TX 79720	432-264-7552
ANAND KUMAR	2241 N CENTER ST BONHAM TX 75418	903-640-1800
OSMAN DANA	304 S CEDAR BORGER TX 79007-4648	806-274-4528
VERONICA RUANO	307 EAST WISE STREET BOWIE TX 76230	940-872-6177
HAMPTON CONLAN	2106 S BRIDGE BRADY TX 76825-7440	325-597-7211
DAVID B WHEALY	3726 W WALKER BRECKENRIDGE TX 76424	254-559-3313
TANYEL BENNETT	500 HIGHWAY 290 W BRENHAM TX 77833-5404	979-836-7797
TANYEL BENNETT	2135 HIGHWAY 290 W BRENHAM TX 77833	979-277-9241
KENNETH P KADES	755 TEXAS AVE BRIDGE CITY TX 77611-4227	409-735-7503
VERONICA RUANO	501 US HWY 380 BRIDGEPORT TX 76426	940-683-0165
DOUGLAS R ADCOCK	308 FM 359 BROOKSHIRE TX 77423	281-934-8886
BARRY COHEN	304 LUBBOCK HWY BROWNFIELD TX 79316-3652	806-637-8929
RUSSELL W ELLIS	2260 N EXPY 77 BROWNSVILLE TX 78501	956-544-4800
RUSSELL W ELLIS	4484 E 14TH ST BROWNSVILLE TX 78521-3240	956-542-5088
RUSSELL W ELLIS	7400 PADRE ISLAND HWY BROWNSVILLE TX 78521	956-831-4505
RUSSELL W ELLIS	4315 N EXPRESSWAY 77 BROWNSVILLE TX 78526	956-350-2527
ANNA E OQUIN	101 S EXPRESSWAY BROWNSVILLE TX 78520-8049	956-541-1031
ANNA E OQUIN	1104 INTERNATIONAL BLVD BROWNSVILLE TX 78520-6844	956-544-8406
ANNA E OQUIN	4690 SOUTHMOST RD BROWNSVILLE TX 78520	956-443-4781
ANNA E OQUIN	1609 CENTRAL BLVD BROWNSVILLE TX 78520	956-504-9442
ANNA E OQUIN	117 AMERICA DRIVE BROWNSVILLE TX 78526	956-554-9821
ERIC K WILSON	204 E COMMERCE BROWNWOOD TX 76801-1634	325-641-1408
STEVE MCKINNEY	2930 E HWY 21 BRYAN TX 77803	979-778-7281
STEVE MCKINNEY	700 S TEXAS AVE BRYAN TX 77807	979-822-1548
JEANIE T SMITH	825 WEST VILLA MARIA ROAD BRYAN TX 77801	979-822-3011
JEANIE T SMITH	451 NORTH HARVEY MITCHELL PKWY BRYAN TX 77802	979-823-2150
JEANIE T SMITH	608 N EARL RUDDER PARKWAY BRYAN TX 77802	979-774-4325
CYNTHIA A FERGUSON	15359 I 35 BUDA TX 78610	512-312-2383
DANIEL J KINNEY	10700 HWY 183 SOUTH BUDA TX 78610	512-398-9499
KEVIN L LILLY	441 S CRAIGS DRIVE BUFFALO TX 75831	903-322-1010
TRAVIS CLARKE	819 SHEPPARD DR BURKBURNETT TX 76354	940-569-0106
ELIZABETH JASPER	911 SW WILSHIRE BLVD BURLESON TX 76028	817-295-6373
JENNIFER JASPER	986 BURLESON BLVD BURLESON TX 76028	817-295-3281
MARIA L LIM	200 N WATER ST BURNET TX 78611	512-715-0066
DAVID E FLOYD	2725 FM1903 CADDO MILLS TX 75135	903-527-3940
STEVE MCKINNEY	303 N GREEN CALDWELL TX 77836	979-567-0605
JEANEANE M LILLY	2254 TRADE DAYS BLVD CANTON TX 75103	903-567-5517
OSMAN DANA	200 23RD ST CANYON TX 79015	806-655-9502
JOSE SALAZAR, JR.	8036 FM 2673 CANYON LAKE TX 78133	830-227-5650
FRANK N MENDOZA	503 N 1ST ST CARRIZO SPRINGS TX 78834	830-876-5400
JOY D FRANK-SILMON	1050 W FRANKFORD CARROLLTON TX 75007-4845	972-492-8727
CLIFTON C JOHNSON, II	2151 N JOSEY LN CARROLLTON TX 75006-2968	972-245-2924
CHANDA MASSEY	1753 S INTERSTATE 35E CARROLLTON TX 75006	972-245-1797
MICHAELINE PEREZ-GUZMAN	4125 JOSEY LN CARROLLTON TX 75007	972-395-9066
HENRY CHARLES O'REILLY, III	1415 W PANOLA ST CARTHAGE TX 75633-2347	903-693-9531
FRANK MENDOZA	801 HWY 90 W CASTROVILLE TX 78009	830-538-2000
DANIEL J KINNEY	2850 HIGHWAY 71 WEST CEDAR CREEK TX 78612	512-247-9993
JOSE LOZANO	201 FM 1382 CEDAR HILL TX 75104	972-291-7881
EDWARD L LUTITO, JR.	2733 E. WHITESTONE BLVD. CEDAR PARK TX 78613	512-260-4053
MARTIN I WASHINGTON	1103 N BELL CEDAR PARK TX 78613-7087	512-259-5770
MARTIN I WASHINGTON	1410 CYPRESS CREEK RD CEDAR PARK TX 78613	512-336-1999
VERA INGRAM	994 S PRESTON RD CELINA TX 75009	972-382-8566
HENRY CHARLES O'REILLY, III	812 HURST STREET CENTER TX 75935	936-591-0400
KEVIN L LILLY	710 STATE HWY 31 E CHANDLER TX 75758	903-515-2100
STEVE MCKINNEY	406 SHELDON RD CHANNELVIEW TX 77530-3504	281-452-0785
DENNY VARGHESE	2111 AVE F NW US 287 CHILDRESS TX 79201	940-937-3622
MICHAEL L RETZER JR.	506 W MAIN STREET CLARKSVILLE TX 75426	903-427-0157
PATRICIA A ROETZEL	2206 N MAIN CLEBURNE TX 76031	817-202-9013
LOUIS G BRITT	441 W SOUTHLINE CLEVELAND TX 77327-5030	281-592-4144

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DAVID J HARMON	1700 N ACCESS ROAD CLYDE TX 79510	325-893-1492
JEANIE T SMITH	801 UNIVERSITY DR W COLLEGE STATION TX 77840	979-846-8920
JEANIE T SMITH	2420 TEXAS AVE COLLEGE STATION TX 77840	979-696-9346
JEANIE T SMITH	111 GEORGE BUSH DR COLLEGE STATION TX 77840	979-693-3777
JEANIE T SMITH	1750 ROCK PRAIRIE RD COLLEGE STATION TX 77845	979-695-0200
JEANIE T SMITH	4440 STATE HWY 6 SOUTH COLLEGE STATION TX 77845	979-690-2193
DANIEL H MASSEY	5609 COLLEYVILLE BLVD COLLEYVILLE TX 76034	817-656-4100
CARLA J MOORE	2421 HWY 71 S COLUMBUS TX 78934-9205	979-732-8293
FABIOLA DIAZ STAGG	43 US HWY 87 COMFORT TX 78013	830-995-5621
DAVID E FLOYD	2102 LIVE OAK STREET COMMERCE TX 75428-2438	903-886-7771
JENNIFER BUTKEVICH	801 W LOOP 336 CONROE TX 77301	346-293-0394
KENNETH P KADES	909 W DAVIS CONROE TX 77301-2708	936-756-0114
KENNETH P KADES	8001 HWY 242 CONROE TX 77385	936-321-5522
KENNETH P KADES	1200 LEAGUE LINE RD CONROE TX 77303	936-856-7716
KENNETH P KADES	11000 E DAVIS CONROE TX 77306	936-756-5059
KENNETH P KADES	2640 N LOOP 336 CONROE TX 77304	936-756-2000
KENNETH P KADES	10270 HIGHWAY 242 CONROE TX 77385	936-267-4916
STEVE MCKINNEY	318 FM 1488 CONROE TX 77384	936-266-0116
STEVE MCKINNEY	316 S LOOP 336 W CONROE TX 77304	936-494-2983
LUIS ANTONIO A ACOSTA	7975 KITTY HAWK ROAD CONVERSE TX 78109-1676	210-659-7513
NEDRICK L STAGG	9151 FM 78 CONVERSE TX 78109	210-566-9922
NEDRICK L STAGG	1852 N FOSTER ROAD CONVERSE TX 78109	726-999-3732
CLIFTON C JOHNSON, II	125 S DENTON TAP RD COPPELL TX 75019-3204	972-462-7881
CLIFTON C JOHNSON, II	813 MACARTHUR BLVD COPPELL TX 75019	972-304-9348
HAMPTON CONLAN	1418 E HWY 190 COPPERAS COVE TX 76522	254-547-8212
LUIS ANTONIO A ACOSTA	4101 LEOPARD ST CORPUS CHRISTI TX 78408-2825	361-884-8601
LUIS ANTONIO A ACOSTA	4102 S PORT AVE CORPUS CHRISTI TX 78415-5310	361-855-2531
LUIS ANTONIO A ACOSTA	2021 MORGAN AVE CORPUS CHRISTI TX 78405-1541	361-882-1411
LUIS ANTONIO A ACOSTA	1610 S PADRE ISLAND DR CORPUS CHRISTI TX 78416	361-225-0511
LUIS ANTONIO A ACOSTA	7522 S STAPLES CORPUS CHRISTI TX 78414	361-906-2260
MARIA VICTORIA ACOSTA	4031 SARATOGA BLVD CORPUS CHRISTI TX 78415	361-855-0876
MARIA VICTORIA ACOSTA	5560 S PADRE ISLAND DR CORPUS CHRISTI TX 78411-4108	361-992-5214
MARIA VICTORIA ACOSTA	4730 S ALAMEDA CORPUS CHRISTI TX 78412	361-985-8018
MARIA VICTORIA ACOSTA	1522 RODDFIELD ROAD CORPUS CHRISTI TX 78412	361-906-0882
MARIA VICTORIA ACOSTA	6306 SARATOGA CORPUS CHRISTI TX 78414	361-991-1528
CELIA JAIRALA	3211 S PADRE ISLAND DR CORPUS CHRISTI TX 78415-2902	361-852-6877
CELIA JAIRALA	2222 S STAPLES CORPUS CHRISTI TX 78404	361-882-8289
EDWARD L LUTITO, JR.	3745 S STAPLES CORPUS CHRISTI TX 78411	361-857-2373
DAVID E FLOYD	1934 MARTIN LUTHER KING BLVD CORSICANA TX 75110	903-874-3104
KEVIN L LILLY	3500 W 7TH ST CORSICANA TX 75110	903-872-3312
MARTHA MENDOZA	719 N IH 35 COTULLA TX 78014	830-879-4711
KEVIN L LILLY	1115 LOOP 304 CROCKETT TX 75835	936-544-8008
JILL R CASAS	13770 FM 2100 CROSBY TX 77532	281-328-4132
TYROUS INGRAM, III	11201 US HWY 380 CROSS ROADS TX 76227	940-365-9180
ELIZABETH JASPER	464 E MAIN CROWLEY TX 76036	817-297-7092
ROBERT WEZEMAN	104 E BROADWAY ST CUERO TX 77954	361-275-9886
DAVID GUTIERREZ	13300 LOUETTA ROAD CYPRESS TX 77429	832-717-0755
DAVID GUTIERREZ	12817 TELGE RD CYPRESS TX 77429	281-304-2071
STEVE MCKINNEY	28624 NORTHWEST FREEWAY CYPRESS TX 77433	281-758-2194
JOSEPH WYMER	25666 NORTHWEST FREEWAY CYPRESS TX 77429	281-256-6335
JOSEPH WYMER	26270 NORTHWEST FWY CYPRESS TX 77429	281-256-7401
JOSEPH WYMER	10912 FRY RD CYPRESS TX 77433	281-758-1934
JOSEPH WYMER	9715 BARKER CYPRESS ROAD CYPRESS TX 77433	281-758-2125
MICHAEL L RETZER JR.	607 LINDA DR DAINGERFIELD TX 75638	903-645-2933
OSMAN DANA	612 TENNESSEE AVE DALHART TX 79022-3828	806-249-4006
JONATHAN CHAN	13105 MONTFORT DR DALLAS TX 75240-5112	972-233-5952
JONATHAN CHAN	2475 ROYAL LN DALLAS TX 75229-3416	972-243-7833
JONATHAN CHAN	11749 PLANO RD DALLAS TX 75243	214-343-9609
JONATHAN CHAN	3520 STOREY LN DALLAS TX 75220	214-350-8620
JONATHAN CHAN	7401 SAMUELL BLVD DALLAS TX 75228-6166	214-319-8751
JONATHAN CHAN	9301 FOREST LN DALLAS TX 75243	214-575-4788
LISA DRIBBEN	2551 GUS THOMASSON RD DALLAS TX 75228	214-660-9950
DAVID E FLOYD	5337 E GRAND AVE DALLAS TX 75223	214-827-1079
JONNETTA L HARDIN	10320 LAKE JUNE ROAD DALLAS TX 75217	972-557-1449
LUIS R HERNANDEZ	5722 W LOVERS LN DALLAS TX 75209-5116	214-350-7731
LUIS R HERNANDEZ	2197 W NORTHWEST HWY DALLAS TX 75225	972-556-1398
LUIS R HERNANDEZ	7007 WHEATLAND DALLAS TX 75249-1067	972-298-9266

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LUIS R HERNANDEZ	8390 N STEMMONS DALLAS TX 75247	214-630-5399
LUIS R HERNANDEZ	1717 W MOCKINGBIRD LN DALLAS TX 75038	972-996-6543
LAWRENCE K INGRAM	8117 E RL THORNTON FWY DALLAS TX 75228-7003	214-327-6353
LAWRENCE K INGRAM	450 MERRIFIELD RD DALLAS TX 75211	214-330-0327
TYROUS INGRAM, III	17250 PRESTON RD DALLAS TX 75252	972-380-5609
CLIFTON C JOHNSON, II	14770 PRESTON RD DALLAS TX 75240	972-233-8788
CLIFTON C JOHNSON, II	18121 MARSH LANE DALLAS TX 75287	972-820-5893
ANAND KUMAR	705 W JEFFERSON DALLAS TX 75208-4926	214-946-0000
ANAND KUMAR	7233 JOHN W. CARPENTER FREEWAY DALLAS TX 75247	214-634-3456
ANAND KUMAR	8333 S LANCASTER RD DALLAS TX 75241	972-224-4021
ANAND KUMAR	1415 E ILLINOIS DALLAS TX 75212	214-374-4000
ANAND KUMAR	8606 SKILLMAN ST DALLAS TX 75243	214-349-9672
ANAND KUMAR	3026 HAMPTON RD DALLAS TX 75212	214-905-3985
ROLAND PARRISH	125 W CAMP WISDOM DALLAS TX 75232-3662	214-372-5981
ROLAND PARRISH	1808 S BELTLINE RD DALLAS TX 75253-4907	972-557-5025
ROLAND PARRISH	2570 W REDBIRD LN DALLAS TX 75236	214-467-4485
ROLAND PARRISH	8055 S LOOP 12 DALLAS TX 75217-6641	214-391-4133
ROLAND PARRISH	10720 PRESTON RD DALLAS TX 75230-3807	214-373-0794
ROLAND PARRISH	11102 CENTRAL EXPY DALLAS TX 75243	214-691-7879
ROLAND PARRISH	2215 S BUCKNER BLVD DALLAS TX 75201	214-381-4343
ROLAND PARRISH	4330 DALLAS FT WORTH TURNPIKE DALLAS TX 75211	214-331-2262
ROLAND PARRISH	2747 FORT WORTH AVE DALLAS TX 75211	214-330-0795
ROLAND PARRISH	TERMINAL A, GATE 16 DALLAS TX 75261	972-973-7312
RANDALL M RICHARD	13040 COIT RD DALLAS TX 75240-5724	972-231-3337
RANDALL M RICHARD	13350 DALLAS PKY DALLAS TX 75240	972-661-9004
RANDALL M RICHARD	310 W KIEST DALLAS TX 75224	214-371-6090
JEFFREY D SMITH	4223 W ILLINOIS DALLAS TX 75211-8458	214-330-4873
JEFFREY D SMITH	2407 S HAMPTON RD DALLAS TX 75233	214-467-8351
MICHAEL K VANECEK	8435 S HAMPTON DALLAS TX 75232	972-709-6363
CRAIG YORK	5934 ABRAMS RD DALLAS TX 75231-8002	214-272-3748
CRAIG YORK	4439 LEMMON AVE DALLAS TX 75219-2143	214-522-0697
CRAIG YORK	650 N RIVERFRONT BLVD DALLAS TX 75207	214-651-7830
CRAIG YORK	1000 COMMERCE ST DALLAS TX 75202-3716	469-227-8533
CRAIG YORK	3310 AL LIPSCOMB WAY DALLAS TX 75210	214-428-7470
CRAIG YORK	5960 GREENVILLE AVE DALLAS TX 75206-1907	214-369-6256
CRAIG YORK	5403 ROSS AVE DALLAS TX 75206-7420	214-827-6800
CRAIG YORK	10695 E NORTHWEST HWY DALLAS TX 75238	214-340-6031
CRAIG YORK	11217 GARLAND RD DALLAS TX 75218	214-320-1990
CRAIG YORK	3802 GASTON AVE DALLAS TX 75246	214-827-4021
CRAIG YORK	4151 N CENTRAL EXPY DALLAS TX 75206	214-219-0562
CRAIG YORK	700 N PEARL ST DALLAS TX 75201	214-999-1170
CRAIG YORK	632 S RL THORNTON FWY DALLAS TX 75203	214-946-1413
CRAIG YORK	9403 GARLAND ROAD DALLAS TX 75218	214-484-3961
CRAIG YORK	6950 GREENVILLE AVE DALLAS TX 75231	214-484-2837
JILL R CASAS	210 HWY 90 W DAYTON TX 77535	936-258-7067
VERONICA RUANO	908 HWY 380 DECATUR TX 76234	940-627-5950
KENNETH P KADES	7005 HWY 225 DEER PARK TX 77536	281-478-5200
RACHEL KADES	1305 CENTER DEER PARK TX 77536-4169	281-478-6980
NELLY QUIJANO	9025 SPENCER HWY DEER PARK TX 77536	281-478-0460
FRANK N MENDOZA	1701 VETERANS BLVD DEL RIO TX 78840-3346	830-774-4505
FRANK N MENDOZA	1504 E GIBBS DEL RIO TX 78840	830-703-8594
SARA L GALLARDO	600 HWY 75 N DENISON TX 75020-1323	903-465-5075
TYROUS INGRAM, III	306 W UNIVERSITY DR DENTON TX 76201-1840	940-387-3624
TYROUS INGRAM, III	2930 W UNIVERSITY DENTON TX 76207	940-380-0116
TYROUS INGRAM, III	5016 TEASLEY LANE DENTON TX 76210	940-566-6393
TYROUS INGRAM, III	2120 LOOP 288 DENTON TX 76205	940-591-7850
TYROUS INGRAM, III	735 FORT WORTH DR DENTON TX 76205	940-323-0606
KENNETH D FADKE	515 W BROADWAY DENVER CITY TX 79323	806-592-7488
LUIS R HERNANDEZ	804 N HAMPTON RD DESOTO TX 75115	972-274-3300
ALBERTO ROMERO	909 N BECKLEY AVE DESOTO TX 75115-4207	972-228-9220
RICHARD ACOSTA	1009 EAST HONDO STREET DEVINE TX 78016	830-665-4900
KAREN LOPEZ MCWILLIAMS	DFW AIRPORT - TERM C GATE 22 DFW AIRPORT TX 76261	972-973-4794
KAREN LOPEZ MCWILLIAMS	DFW AIRPORT - TERM D GATE 34 DFW AIRPORT TX 75261	972-973-4364
KAREN LOPEZ MCWILLIAMS	TERMINAL B, GATE 41 DFW AIRPORT TX 75261	972-973-7842
ROLAND PARRISH	DFW AIRPORT - TERM A GATE 35 DFW AIRPORT TX 75261	972-973-7372
WARREN SPANN	3706 GULF FREEWAY DICKINSON TX 77539-6318	281-337-3390
ALFREDO DEL BARRIO, JR.	602 N D SALINAS BLVD DONNA TX 78537	956-461-3388

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOY D FRANK-SILMON	333 E HIGHWAY 290 DRIPPING SPRINGS TX 78620	512-858-9920
OSMAN DANA	1400 DUMAS AVE DUMAS TX 79029-5516	806-934-0198
ROLAND PARRISH	806 S COCKRELL HILL RD DUNCANVILLE TX 75137	972-709-6780
JEFFREY D SMITH	120 W. I 20 DUNCANVILLE TX 75116	972-298-3500
FRANK N MENDOZA	2130 MAIN ST EAGLE PASS TX 78852-4419	830-773-5141
ELENA PACHECO	2401 DEL RIO BLVD EAGLE PASS TX 78852	830-752-1776
MANUEL PACHECO	1860 S VETERANS BOULEVARD EAGLE PASS TX 78852	830-758-0781
MARK E SCHMID	350 E WALNUT ST EAST BERNARD TX 77435	979-532-1117
DAVID B WHEALY	1490 E MAIN ST EASTLAND TX 76448-3023	254-629-3613
ALFREDO DEL BARRIO, JR.	401 E TRENTON EDINBURG TX 78539	956-292-0161
RUSSELL W ELLIS	2120 W UNIVERSITY DR EDINBURG TX 78539	956-316-3333
RUSSELL W ELLIS	1605 E UNIVERSITY DR EDINBURG TX 78539	956-387-0516
DALE R RAABE	202 W MONTE CRISTO RD EDINBURG TX 78541	956-383-0698
WARREN SPANN	817 N WELLS ST EDNA TX 77957-2315	361-782-2005
WARREN SPANN	1240 N MECHANIC EL CAMPO TX 77437-2614	979-543-7054
RICHARD A CASTRO	5305 E PAISANO EL PASO TX 79905	915-778-8100
RICHARD A CASTRO	1100 YARBROUGH DR EL PASO TX 79925-7902	915-591-8668
RICHARD A CASTRO	8675 ALAMEDA AVENUE EL PASO TX 79907-6130	915-859-9108
RICHARD A CASTRO	7110 GATEWAY E EL PASO TX 79915-1201	915-772-9684
RICHARD A CASTRO	7392 ALAMEDA AVENUE EL PASO TX 79915	915-775-3528
RICHARD A CASTRO	5620 MONTANA AVENUE EL PASO TX 79925	915-775-3515
RICHARD A CASTRO	1274 HORIZON BLVD EL PASO TX 79927-4840	915-858-6048
RICHARD A CASTRO	625 N ZARAGOZA EL PASO TX 79901	915-859-4910
RICHARD A CASTRO	9451 ALAMEDA AVENUE EL PASO TX 79907	915-859-2640
RICHARD A CASTRO	7101 GATEWAY BLVD EL PASO TX 79925	915-778-5417
RICHARD A CASTRO	430 N YARBROUGH EL PASO TX 79907	915-590-8704
RICHARD A CASTRO	9441 ALAMEDA AVE EL PASO TX 79907	915-859-4026
RICHARD A CASTRO	1080 SUNLAND PARK DR EL PASO TX 79922	915-587-5141
RICHARD A CASTRO	8401 GATEWAY WEST ROOM M4 EL PASO TX 79925	915-779-3583
RICHARD A CASTRO	217 E PAISANO EL PASO TX 79901	915-532-1903
RICHARD A CASTRO	7555 N MESA ST EL PASO TX 79912	915-584-8890
RICHARD A CASTRO	10727 GATEWAY WEST EL PASO TX 79935	915-595-9969
RICHARD A CASTRO	12236 MONTANA AVE EL PASO TX 79938	915-857-3400
RICHARD A CASTRO	11260 MONTANA AVENUE EL PASO TX 79936	915-629-2027
RICHARD A CASTRO	7001 S DESERT BLVD EL PASO TX 79932	915-877-2843
RICHARD A CASTRO	12181 EASTLAKE BLVD. EL PASO TX 79928	915-860-7322
VINCENT CASTRO	6450 DESERT BOULEVARD M EL PASO TX 79912	915-585-1174
WILLIAM STORY	4530 WOODROW BEAN EL PASO TX 79924	915-759-0552
JIMMY L FERGUSON	220 HWY 290 ELGIN TX 78621	512-281-3490
DALE R RAABE	112 E EDINBURG AVE ELSA TX 78543	956-262-3226
DAVID E FLOYD	1203 E ENNIS AVE ENNIS TX 75119-5120	972-875-7600
WILLIAM T MASSEY	105 SPUR 350 EULESS TX 76039	817-571-4401
RICHARD A CASTRO	1251 N FABENS FABENS TX 79838	915-764-3255
WILLIAM YOUNG	669 W HWY 84 FAIRFIELD TX 75840-9512	903-389-8829
DALE R RAABE	118 NORTH HIGHWAY 281 FALFURRIAS TX 78355	361-325-2151
JONATHAN CHAN	13950 MIDWAY RD FARMERS BRANCH TX 75234	972-458-1952
ROBERT WEZEMAN	709 N LAGRANGE FLATONIA TX 78941	361-865-3730
NEDRICK L STAGG	530 10TH ST FLORESVILLE TX 78114-3126	830-393-9393
CELIA JAIRALA	1229 WALDRON FLOUR BLUFF TX 78418	361-939-7907
JONATHAN C KELLEY	2109 LONG PRAIRIE RD FLOWER MOUND TX 75022	972-874-8021
JONATHAN C KELLEY	3601 FM 407 FLOWER MOUND TX 75077	972-874-2368
WILLIAM T MASSEY	3200 SE LOOP 820 FOREST HILL TX 76140	817-535-6035
LISA DRIBBEN	102 E US HWY 80 FORNEY TX 75126-8663	972-552-9332
LISA DRIBBEN	60 FM 1641 FORNEY TX 75126	972-552-9093
WILLIAM STORY	1500 N US HWY 285 FORT STOCKTON TX 79735	432-336-9705
LORI BLANTON	2250 E LOOP 820 FORT WORTH TX 76112-4013	817-451-9966
LORI BLANTON	4405 SW LOOP 820 FORT WORTH TX 76132	817-292-5663
LORI BLANTON	6401 CAMP BOWIE BOULEVARD FORT WORTH TX 76116	817-732-6922
LORI BLANTON	5901 BRYANT IRVIN ROAD FORT WORTH TX 76132	817-294-9484
LORI BLANTON	4375 RISINGER ROAD FORT WORTH TX 76123	817-361-0553
LORI BLANTON	3300 HULEN ST FORT WORTH TX 76107	817-735-1970
JOY D FRANK-SILMON	14100 CENTRE STATION DRIVE FORT WORTH TX 76155	817-283-7028
MARTHA HARTMAN	9559 CLIFFORD AVE FORT WORTH TX 76108	817-246-5880
ELIZABETH JASPER	3500 ALTA MESA BLVD FORT WORTH TX 76133-5602	817-292-5620
ELIZABETH JASPER	700 E BERRY ST FORT WORTH TX 76110	817-921-6315
JENNIFER JASPER	3012 W BERRY STREET FORT WORTH TX 76109	817-921-2202
JENNIFER JASPER	3000 E BERRY STREET FORT WORTH TX 76119	817-413-0059



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JENNIFER JASPER	5421 SYCAMORE SCHOOL RD FORT WORTH TX 76123	817-361-1050
KAREN M JASPER	4800 SOUTH FWY FORT WORTH TX 76115	817-924-0421
JOSEPH P JASPER, JR.	8651 S FREEWAY FORT WORTH TX 76140	817-293-1672
SAM KANTAR	2832 N MAIN ST FORT WORTH TX 76106-7106	817-625-4228
SAM KANTAR	2451 MEACHAM BOULEVARD FORT WORTH TX 76106	817-625-8825
SAM KANTAR	3041 WESTERN CENTER FORT WORTH TX 76131	817-232-8027
SAM KANTAR	9945 BLUE MOUND RD. FORT WORTH TX 76179	817-232-8178
SAM KANTAR	15957 NORTH FREEWAY TX-114 FORT WORTH TX 76177	682-831-9927
KAREN LOPEZ MCWILLIAMS	1500 S MAIN ST FORT WORTH TX 76104	817-927-3683
CHANDA MASSEY	525 ALTA MERE DRIVE FORT WORTH TX 76116	817-735-9415
CHANDA MASSEY	12540 NO BEACH ST FORT WORTH TX 76248	817-741-1811
DANIEL H MASSEY	3901 AIRPORT FREEWAY FORT WORTH TX 76111-5938	817-834-2179
DANIEL H MASSEY	3601 CAMP BOWIE BLVD FORT WORTH TX 76107	817-377-9260
DANIEL H MASSEY	4420 WESTERN CENTER BLVD FORT WORTH TX 76137	817-847-5959
DANIEL H MASSEY	2400 ALLIANCE GATEWAY FREEWAY FORT WORTH TX 76178	817-337-9696
DANIEL H MASSEY	3250 HERITAGE TRACE PARKWAY FORT WORTH TX 76248	817-750-3250
WILLIAM T MASSEY	2248 JACKSBORO HWY FORT WORTH TX 76106	817-624-2976
ROLAND PARRISH	4101 E LANCASTER AVE FORT WORTH TX 76103	817-535-0545
MICHAEL K VANECEK	1420 EASTCHASE PKY FORT WORTH TX 76112	817-801-3062
MICHAEL K VANECEK	6356 JACKSBORO HWY FORT WORTH TX 76135	817-237-7245
MICHAEL K VANECEK	13124 HWY 287 FORT WORTH TX 76052	817-439-8023
KEVIN MAZZU	611 E MAIN ST FREDERICKSBURG TX 78624	830-997-7600
MATTHEW KADES	302 S FRIENDSWOOD DR FRIENDSWOOD TX 77546-3904	281-996-8284
MATTHEW KADES	100 W PARKWOOD AVE FRIENDSWOOD TX 77546	281-482-6588
NELLY QUIJANO	150 W EL DORADO BLVD FRIENDSWOOD TX 77546	281-280-8180
VERA INGRAM	8970 PRESTON RD FRISCO TX 75034	972-335-9479
VERA INGRAM	4360 LEGACY DR FRISCO TX 75034	972-731-5808
VERA INGRAM	8888 TEEL PARKWAY FRISCO TX 75034	214-705-1512
HENRY CHARLES O'REILLY, III	6225 CUSTER ROAD FRISCO TX 75035	214-383-1846
MICHAELINE PEREZ-GUZMAN	5615 ELDORADO PRKWY FRISCO TX 75034	214-705-0935
MICHAELINE PEREZ-GUZMAN	16125 ELDORADO FRISCO TX 75035	972-540-9480
MICHAELINE PEREZ-GUZMAN	5555 FM 423 FRISCO TX 75034	214-469-1605
ROLAND PARRISH	5124 N TARRANT PARKWAY FT. WORTH TX 76244	817-428-4118
DAVID B GLASER	6748 FM 1463 RD FULSHEAR TX 77441	281-394-7272
SARA L GALLARDO	514 W CALIFORNIA GAINESVILLE TX 76240-3802	940-665-0218
NELLY QUIJANO	1812 CLINTON DRIVE GALENA PARK TX 77547	713-672-9282
ROBERT E FLORES	5223 BROADWAY AVENUE J GALVESTON TX 77551	409-974-4364
ROBERT E FLORES	2912 61ST ST GALVESTON TX 77551-2004	409-744-5214
ROBERT E FLORES	517 SEAWALL BLVD GALVESTON TX 77550	409-750-9945
KEVA CHILDRESS	119 E BUCKINGHAM GARLAND TX 75040-4707	972-495-7752
LISA DRIBBEN	3205 S GARLAND GARLAND TX 75041	972-278-1150
ANAND KUMAR	3310 LAVON DR GARLAND TX 75040	972-496-6452
ANAND KUMAR	190 SHILOH GARLAND TX 75044	972-530-3430
LYNETTE CONLAN	2302 MAIN ST GATESVILLE TX 76528-1732	254-865-8884
EDWARD L LUTITO, JR.	4066 HIGHWAY 59 GEORGE WEST TX 78022	361-449-1230
DENNIS M MEYER	806 N AUSTIN AVE GEORGETOWN TX 78626-4212	512-930-1952
MARTIN I WASHINGTON	4418 WILLIAMS DR GEORGETOWN TX 78628	512-863-9922
KEVIN J MOORE	2146 E AUSTIN GIDDINGS TX 78942	979-542-0225
HENRY CHARLES O'REILLY, III	1700 N WOOD STREET GILMER TX 75644	903-843-5276
HENRY CHARLES O'REILLY, III	1100 E BROADWAY GLADEWATER TX 75647	903-845-9910
ROBERT WEZEMAN	309 W HIGHWAY 90A GONZALES TX 78629	830-672-2672
DAVID B WHEALY	1701 HWY 16 S GRAHAM TX 76450-4607	940-549-5117
CHANDA MASSEY	3908 HWY 377 EAST GRANBURY TX 76049	817-579-9676
DANIEL H MASSEY	1101 S MORGAN GRANBURY TX 76048-2814	817-573-0206
LORI BLANTON	813 E MAIN GRAND PRAIRIE TX 75050	972-266-3811
JONATHAN CHAN	2225 W I-20 GRAND PRAIRIE TX 75052	972-352-5454
THOMAS R HARDEMAN	3902 S GREAT SW PKY GRAND PRAIRIE TX 75051-7274	972-641-7323
THOMAS R HARDEMAN	102 W HWY 303 GRAND PRAIRIE TX 75051	972-237-9654
THOMAS R HARDEMAN	308 WESTCHASE DR GRAND PRAIRIE TX 75052	972-237-5616
THOMAS S HARDEMAN	3031 W CAMP WISDOM ROAD GRAND PRAIRIE TX 75053	817-652-4450
ROLAND PARRISH	2810 NE GREEN OAKS GRAND PRAIRIE TX 75050	817-649-1999
DANIEL H MASSEY	5345 WILLIAM D TATE GRAPEVINE TX 76051	817-421-9878
DAVID E FLOYD	4705 MOULTON STREET GREENVILLE TX 75401-6091	903-454-6141
DAVID E FLOYD	7600 WESLEY ST GREENVILLE TX 75402	903-494-5112
KENNETH P KADES	4500 TWIN CITY HIGHWAY GROVES TX 77619-3036	409-963-2244
KEVIN L LILLY	104 W MAIN ST GUNBARREL TX 75147	903-887-0054
HENRY CHARLES O'REILLY, III	404 W MAIN HALLSVILLE TX 75650-5180	903-668-4650

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RANDALL M RICHARD	5641 E BELKNAP HALTOM CITY TX 76117	817-222-9009
JIMMY L FERGUSON	630 INDIAN TRL HARKER HEIGHTS TX 76548	254-690-7050
JIMMY L FERGUSON	920 EAST KNIGHTS WAY HARKER HEIGHTS TX 76548	254-698-1741
JORDAN ELLIS	2305 W LINCOLN HARLINGEN TX 78550	956-412-9292
RUSSELL W ELLIS	602 N SUNSHINE STRIP HARLINGEN TX 78550-8846	956-421-2207
RUSSELL W ELLIS	2020 S SUNSHINE STRIP HARLINGEN TX 78550	956-428-7997
STEVE MCKINNEY	906 S MARKET HEARNE TX 77859	979-279-6111
STEVE MCKINNEY	1425 N MARKET STREET HEARNE TX 77859	979-279-9877
KEVIN J MOORE	1005 AUSTIN ST HEMPSTEAD TX 77445-4516	979-826-8515
KEVIN J MOORE	2100 FM 1488 HEMPSTEAD TX 77445	979-826-9884
KEVIN T SCHUSTER	2130 S HWY 79 HENDERSON TX 75654-4406	903-657-2442
SUSAN E CREDLE	1112 W 1ST ST HEREFORD TX 79045-6008	806-363-6161
ANTHONY E GRISSETT	1504 CORSICANA HWY HILLSBORO TX 76645-2720	254-582-5453
FRANK N MENDOZA	269 US HWY 90 E HONDO TX 78861	830-426-5300
RICHARD A CASTRO	13990 HORIZON BLVD HORIZON CITY TX 79928	915-852-5189
BRADLEY ADCOCK	17250 FM 249 HOUSTON TX 77064-1106	281-890-2633
BRADLEY ADCOCK	12353 FM 1960 W HOUSTON TX 77065	281-970-8305
DOUGLAS R ADCOCK	2424 FM 1960 W HOUSTON TX 77068	281-444-1047
DOUGLAS R ADCOCK	12085 VETERANS MEMORIAL DRIVE HOUSTON TX 77067	281-893-5500
DOUGLAS R ADCOCK	3450 FM 1960 W HOUSTON TX 77068	281-586-9223
TANYEL BENNETT	3025 ELLA BLVD HOUSTON TX 77018-7313	713-861-1341
TANYEL BENNETT	13532 BEECHNUT STREET HOUSTON TX 77072	281-561-7702
DENISE BENTHAM	10638 W BELLFORT HOUSTON TX 77099-4747	281-498-8910
DENISE BENTHAM	3820 OLD SPANISH TRL HOUSTON TX 77021	713-748-1375
DENISE BENTHAM	10777 BEECHNUT STREET HOUSTON TX 77072-4416	281-498-5011
DENISE BENTHAM	7410 CULLEN BOULEVARD HOUSTON TX 77021	713-738-4380
DENISE BENTHAM	12614 TOMBALL PKY HOUSTON TX 77086	281-272-1045
DENISE BENTHAM	5401 TELEPHONE ROAD HOUSTON TX 77087	713-644-3700
GARY L BOLEN	10170 HAMMERLY BOULEVARD HOUSTON TX 77080-5010	713-935-9340
GARY L BOLEN	4390 W SAM HOUSTON PKY N HOUSTON TX 77043	713-466-1095
GARY L BOLEN	5800 S GESSNER RD HOUSTON TX 77036	713-541-9538
GARY L BOLEN	12559 WEST LAKE HOUSTON PARKWAY HOUSTON TX 77044	281-454-7977
STUART W BROWN	6000 RICHMOND AVE HOUSTON TX 77057	713-781-8085
DEANNA DE LA GARZA	1819 W MOUNT HOUSTON RD HOUSTON TX 77038	281-260-7053
DEANNA DE LA GARZA	10411 N FREEWAY 45 HOUSTON TX 77037	281-824-5024
DEANNA DE LA GARZA	6031 NORTH FWY HOUSTON TX 77076	713-695-8595
DEANNA DE LA GARZA	7518 NORTH FWY HOUSTON TX 77037	281-272-9400
ROBERT E FLORES	505 BAY AREA BLVD HOUSTON TX 77058	281-486-1027
DAVID B GLASER	9601 1/2 WESTHEIMER RD HOUSTON TX 77063-3204	713-789-0082
DAVID B GLASER	2303 HWY 6 S HOUSTON TX 77077	281-493-2019
DAVID B GLASER	940 N WILCREST DRIVE HOUSTON TX 77079	713-973-9003
DAVID B GLASER	3941 FONDREN ROAD HOUSTON TX 77063	713-781-5835
PHYLLIS TRUDY GLASER	6330 N ELDRIDGE PKY HOUSTON TX 77041	713-466-1842
LAURIE GLASER-SWIFT	14450 MEMORIAL DR HOUSTON TX 77079-6706	281-493-1882
LAURIE GLASER-SWIFT	4650 HWY 6 HOUSTON TX 77084-2822	281-463-4022
LAURIE GLASER-SWIFT	1920 WILCREST HOUSTON TX 77046	713-952-7322
LAURIE GLASER-SWIFT	1504 ELDRIDGE PKY HOUSTON TX 77077	281-759-2330
DAVID GUTIERREZ	1303 GESSNER ROAD HOUSTON TX 77055-4004	713-461-9224
DAVID GUTIERREZ	12020 NORTHWEST FWY HOUSTON TX 77092	713-681-9460
DAVID GUTIERREZ	7302 HWY 6 N HOUSTON TX 77095-2512	281-859-9936
DAVID GUTIERREZ	7850 W TIDWELL HOUSTON TX 77040	713-895-7888
DAVID GUTIERREZ	14099 NORTHWEST FREEWAY HOUSTON TX 77040	713-460-0200
DAVID GUTIERREZ	15955 FM 529 HOUSTON TX 77095	281-858-7212
DAVID GUTIERREZ	8147 KATY FREEWAY HOUSTON TX 77024	713-688-1934
MICHAEL D GUTIERREZ	1736 WIRT RD HOUSTON TX 77055	713-290-1770
KENNETH P KADES	13255 JONES RD HOUSTON TX 77070-4439	281-890-5386
KENNETH P KADES	21189 TOMBALL PKY HOUSTON TX 77070	281-370-0000
KENNETH P KADES	9303 KATY FREEWAY HOUSTON TX 77024	713-461-8636
KENNETH P KADES	11101 S SAM HOUSTON PKY HOUSTON TX 77089	281-922-4455
MATTHEW KADES	2727 BAY AREA BLVD HOUSTON TX 77058	281-461-1585
MERLE T KEISER	10966 BAMMEL NORTH HOUSTON RD HOUSTON TX 77086	281-895-0965
HOWARD A KELLY	1914 ALDINE BENDER ROAD HOUSTON TX 77032	281-449-8980
STEVE MCKINNEY	430 UVALDE DR HOUSTON TX 77015-3718	713-455-5386
STEVE MCKINNEY	13750 EAST FWY HOUSTON TX 77015	713-455-5490
STEVE MCKINNEY	13145 FM 1960 W HOUSTON TX 77065	877-499-0939
STEVE MCKINNEY	15505 WALLISVILLE RD HOUSTON TX 77049	281-458-6970
STEVE MCKINNEY	5655 E SAM HOUSTON PKY N HOUSTON TX 77015	713-455-5517

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEVE MCKINNEY	8543 C E KING PKWY HOUSTON TX 77044	281-458-3065
JONATHAN MILES	4005 ELGIN ST HOUSTON TX 77004-2557	713-747-1715
CARLA J MOORE	6924 ANTOINE DRIVE HOUSTON TX 77091-1212	713-683-0752
CARLA J MOORE	10450 NORTHWEST FWY HOUSTON TX 77092	713-812-8899
CARLA J MOORE	9452 JONES RD HOUSTON TX 77065	281-894-8310
CARLA J MOORE	8940 W SAM HOUSTON PKY HOUSTON TX 77040	832-478-7717
KEVIN J MOORE	1302 WESTHEIMER HOUSTON TX 77006-2615	713-528-0016
KEVIN J MOORE	5505 LOCKWOOD DRIVE HOUSTON TX 77026	713-635-4242
KEVIN J MOORE	9351 FM 1960 W HOUSTON TX 77070	281-758-8551
KEVIN J MOORE	10890 S SAM HOUSTON WEST PKWY HOUSTON TX 77031	713-774-5778
DANIEL J MOSS	10415 BISSONNET STREET HOUSTON TX 77099	281-495-0560
DAVE J MOSS, III	11825 BELLAIRE BOULEVARD HOUSTON TX 77083	281-495-0120
DAVE J MOSS, III	9460 W SAM HOUSTON PKWY S HOUSTON TX 77099	281-568-8920
SCOTT MUNROE	10703 WESTHEIMER HOUSTON TX 77042	713-780-1103
SAMUEL W MUNROE JR.	4920 N KIRBY DR HOUSTON TX 77098-5008	713-527-8907
SAMUEL W MUNROE JR.	10760 EASTEX FWY HOUSTON TX 77093	281-590-6303
SAMUEL W MUNROE JR.	5512 BELLAIRE BOULEVARD HOUSTON TX 77081-5616	713-661-2159
SAMUEL W MUNROE JR.	5911 S BRAESWOOD BLVD HOUSTON TX 77096-3813	713-721-4925
SAMUEL W MUNROE JR.	13402 ALMEDA RD HOUSTON TX 77053	713-434-2574
SAMUEL W MUNROE JR.	12350 EASTEX FWY HOUSTON TX 77039-4914	281-449-4425
SAMUEL W MUNROE JR.	6615 TIDWELL ROAD HOUSTON TX 77016-4823	713-635-7730
SAMUEL W MUNROE JR.	4643 BEECHNUT STREET HOUSTON TX 77096	713-664-9644
SAMUEL W MUNROE JR.	8520 BISSONNET STREET HOUSTON TX 77074	832-830-5378
SAMUEL W MUNROE JR.	7606 WESTHEIMER HOUSTON TX 77057	713-785-7606
SAMUEL W MUNROE JR.	11311 FONDREN RD HOUSTON TX 77035	713-723-9100
SAMUEL W MUNROE JR.	8010 S GESSNER HOUSTON TX 77036	713-270-1900
SAMUEL W MUNROE JR.	2503 ALMEDA-GENOA ROAD HOUSTON TX 77047	713-413-1570
SAMUEL W MUNROE JR.	10315 S POST OAK HOUSTON TX 77035	713-726-8467
SAMUEL W MUNROE JR.	4121 SOUTH SAM HOUSTON EAST PARKWAY HOUSTON TX 77048	713-264-0830
STEPHANIE OLIVER PARRISH	100 E CROSSTIMBERS HOUSTON TX 77022-4416	713-742-8868
STEPHANIE OLIVER PARRISH	5301 EAST FWY HOUSTON TX 77020-4758	832-527-0367
STEPHANIE OLIVER PARRISH	1619 S LOOP W HOUSTON TX 77054-4814	713-797-6446
STEPHANIE OLIVER PARRISH	1405 POST OAK BLVD HOUSTON TX 77056-3001	713-960-1733
STEPHANIE OLIVER PARRISH	9805 S MAIN HOUSTON TX 77025	713-349-9001
STEPHANIE OLIVER PARRISH	4412 NORTH FREEWAY HOUSTON TX 77022	713-694-8031
STEPHANIE OLIVER PARRISH	4100 UNIVERSITY DRIVE HOUSTON TX 77004	832-216-8620
MARISELLE QUIJANO	6000 GULF FREEWAY HOUSTON TX 77023-5418	713-921-8003
MARISELLE QUIJANO	9598 ROWLETT ROAD HOUSTON TX 77034	713-946-4995
MARISELLE QUIJANO	511A LOCKWOOD DRIVE HOUSTON TX 77011	713-928-3770
MARISELLE QUIJANO	2391 S WAYSIDE HOUSTON TX 77023	713-928-3281
NELLY QUIJANO	3611 N MAIN HOUSTON TX 77009-5408	713-861-9263
NELLY QUIJANO	6815 HARRISBURG BOULEVARD HOUSTON TX 77011-4625	713-928-5335
NELLY QUIJANO	6509 WASHINGTON HOUSTON TX 77007-2112	713-880-3930
NELLY QUIJANO	2249 W HOLCOMBE BLVD HOUSTON TX 77030-2007	713-668-5882
NELLY QUIJANO	2022 YALE STREET HOUSTON TX 77008	713-880-5880
NELLY QUIJANO	11695 GULF FREEWAY HOUSTON TX 77034	713-910-5889
NELLY QUIJANO	8325 BROADWAY STREET HOUSTON TX 77061	713-645-2041
NELLY QUIJANO	14270 GULF FREEWAY HOUSTON TX 77034	281-484-7113
NELLY QUIJANO	2515 FULTON STREET HOUSTON TX 77009	713-224-6964
NELLY QUIJANO	11323 FUQUA STREET HOUSTON TX 77089	713-941-1006
NELLY QUIJANO	1510 STUDEMONT HOUSTON TX 77007	713-426-1015
MICHAEL SCHMID	12625 WESTHEIMER DR HOUSTON TX 77077	281-493-6779
HAZEL KAY SMITH	9126 CULLEN ST HOUSTON TX 77051-2818	713-733-3227
HAZEL KAY SMITH	255 GREENS RD HOUSTON TX 77060-1332	281-872-6742
HAZEL KAY SMITH	6707 W SAM HOUSTON PKY S HOUSTON TX 77036	713-772-3332
HAZEL KAY SMITH	392 N SAM HOUSTON PKY E HOUSTON TX 77060	281-447-3722
HAZEL KAY SMITH	13882 S POST OAK HOUSTON TX 77045	713-723-0972
SAREM SOUDAGAR	10323 EAST FWY HOUSTON TX 77029-1907	713-673-7542
SAREM SOUDAGAR	2017 S MAIN HOUSTON TX 77002-8833	713-650-0426
SAREM SOUDAGAR	9411 JENSEN DRIVE HOUSTON TX 77093	713-694-5226
SAREM SOUDAGAR	530 MAXEY ROAD HOUSTON TX 77013	713-451-5516
SAREM SOUDAGAR	4440 NORTH MCCARTY STREET HOUSTON TX 77013	713-673-6642
SAREM SOUDAGAR	5414 AIRLINE DR HOUSTON TX 77076	713-742-0446
WARREN SPANN	8920 CLEARWOOD DRIVE HOUSTON TX 77034	713-941-2204
BILLY WHITAKER	6901 HWY 6 HOUSTON TX 77083-3303	281-568-8653
JOSEPH WYMER	900 GESSNER HOUSTON TX 77024	713-973-1035
JOSEPH WYMER	17970 FM 529 HOUSTON TX 77095	281-861-0300

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JOSEPH WYMER	3971 BARKER CYPRESS ROAD HOUSTON TX 77084	281-345-6782
MARTHA HARTMAN	2980 FORT WORTH HIGHWAY HUDSON OAKS TX 76087	817-599-9099
GARY L BOLEN	9021 WILL CLAYTON PKWY HUMBLE TX 77338	281-964-1058
GARY L BOLEN	15015 MESA DRIVE HUMBLE TX 77396	281-441-4030
LOUIS G BRITT	13755 WILL CLAYTON PARKWAY HUMBLE TX 77346	281-319-5374
THOMAS DEVINE	9235 N SAM HOUSTON PKWY E HUMBLE TX 77396	281-441-3483
KIMBERLY K ELIZONDO	8425 FM 1960 WEST HUMBLE TX 77338	281-812-9855
HOWARD A KELLY	3110 FM 1960 WEST HUMBLE TX 77338-5326	281-821-3346
ANGELA M MAJORS	152 W 1ST ST HUMBLE TX 77338-3622	281-446-2018
JEANIE T SMITH	2719 11TH ST HUNTSVILLE TX 77340-3730	936-291-0113
JEANIE T SMITH	2502 S SAM HOUSTON HUNTSVILLE TX 77340	936-291-7043
WILLIAM T MASSEY	769 AIRPORT FREEWAY HURST TX 76053	817-510-6620
ALBERTO ROMERO	450 GRAPEVINE HWY HURST TX 76053	817-479-3835
JONATHAN CHAN	108 N I-45 HUTCHINS TX 75141	972-225-2767
JASON KINNEY	4929 GATTIS SCHOOL ROAD HUTTO TX 78634	512-990-7556
E WINSTON ROSS, III	608 W HWY 79 HUTTO TX 78634-4079	512-846-1058
VERONICA RUANO	401 SOUTHWEST ACCESS ROAD IOWA PARK TX 76367	940-592-5555
JONATHAN CHAN	750 W LBJ FWY IRVING TX 75063	972-401-0996
ANTHONY E GRISSETT	1308 E AIRPORT FWY IRVING TX 75062-4817	972-438-4883
ANTHONY E GRISSETT	4959 N O'CONNOR ROAD IRVING TX 75038	972-717-3141
LAWRENCE K INGRAM	2410 N STORY RD IRVING TX 75062-7068	972-252-8508
LAWRENCE K INGRAM	4202 W AIRPORT FWY IRVING TX 75062-5915	972-986-0131
LAWRENCE K INGRAM	4098 BELTLINE RD IRVING TX 75038-5043	972-255-1387
CLIFTON C JOHNSON, II	8435 N BELTLINE ROAD IRVING TX 75063	214-277-0750
WILLIAM T MASSEY	302 W IRVING BLVD IRVING TX 75060-2921	972-253-4492
WILLIAM T MASSEY	950 S. BELTLINE RD. IRVING TX 75060	469-565-2460
RANDALL M RICHARD	5220 N MAC ARTHUR DR IRVING TX 75039	972-714-4754
LAWRENCE K INGRAM	100 KINFOLK LANE ITALY TX 76651	972-483-1065
LYNANN YOUNG	402 S JACKSON ST JACKSONVILLE TX 75766-4916	903-586-9520
DENNIS M MEYER	11640 INTERSTATE 35 N JARRELL TX 76537	512-746-2180
KENNETH P KADES	1265 S WHEELER JASPER TX 75951-5117	409-384-6464
ROY L GRIGGS	109 S WALCOTT JEFFERSON TX 75657	903-665-6120
JENNIFER SHARP	952 S. BROADWAY ST. JOSHUA TX 76058	214-971-8991
KEVIN MAZZU	2416 N MAIN STREET JUNCTION TX 76854	325-446-8005
DAVID B GLASER	25647 WESTHEIMER PKWY KATY TX 77494	281-395-5148
DAVID B GLASER	7104 S FRY RD KATY TX 77494	281-693-7110
DAVID B GLASER	27140 CINCO RANCH BLVD KATY TX 77494	281-394-7851
DAVID B GLASER	26149 KATY FREEWAY KATY TX 77494	281-394-7377
DAVID B GLASER	22914 MORTON RANCH RD KATY TX 77449	281-574-3529
PHYLLIS TRUDY GLASER	22148 WESTHEIMER PKWY KATY TX 77450	281-398-8400
Laurie Glaser-Swift	22003 KATY FREEWAY KATY TX 77450	281-392-8555
Laurie Glaser-Swift	5701 HWY 90 KATY TX 77494	281-391-3131
JOSEPH WYMER	1845 N FRY RD KATY TX 77449-3348	281-492-0112
JOSEPH WYMER	1313 FRY RD KATY TX 77449	281-398-3345
JOSEPH WYMER	6110 NORTH FRY KATY TX 77449	281-858-5169
JOSEPH WYMER	6060 FRY RD KATY TX 77449	281-861-8119
JOSEPH WYMER	405 S FRY RD KATY TX 77450	281-492-2242
KEVIN L LILLY	2215 SO WASHINGTON KAUFMAN TX 75142	972-932-4994
DANIEL H MASSEY	2001 RUFÉ SNOW DR KELLER TX 76248-5634	817-581-1743
ROLAND PARRISH	989 E PRICE KELLER TX 76248	817-379-9357
EDWARD L LUTITO, JR.	109 N SUNSET STRIP KENEDY TX 78119	830-583-3700
JENNIFER JASPER	1298 WEST MANSFIELD HWY KENNEDALE TX 76140	817-561-5669
LEONARD A CARRILLO	902 TX-302 KERMIT TX 79745	432-586-2735
KEVIN MAZZU	600 SIDNEY BAKER KERRVILLE TX 78028-4556	830-896-7644
KEVIN MAZZU	2128 SIDNEY BAKER KERRVILLE TX 78028	830-792-5575
KEVIN MAZZU	1308 JUNCTION HWY KERRVILLE TX 78028	830-895-7707
KEVIN L LILLY	906 HWY 259 N KILGORE TX 75662-6046	903-981-1206
HAMPTON CONLAN	109 E RANCIER ST KILLEEN TX 76541-3422	254-634-7300
LYNETTE CONLAN	1105 S FORT HOOD ST KILLEEN TX 76541	254-526-3104
LYNETTE CONLAN	3700 CLEAR CREEK ROAD KILLEEN TX 76549	254-501-9165
JIMMY L FERGUSON	2102 BUSINESS HWY 190 KILLEEN TX 76541-7362	254-699-1659
JIMMY L FERGUSON	4300 CENTRAL TEXAS EXPY KILLEEN TX 76543	254-680-3111
JIMMY L FERGUSON	4622 S FORT HOOD STREET KILLEEN TX 76542	254-200-0650
DALE R RAABE	208 S 14TH ST KINGSVILLE TX 78363-5839	361-592-7072
DALE R RAABE	2702 S HWY 77 BYPASS KINGSVILLE TX 78363	361-516-0450
LAURA J CASEY	2162 N PARK DR KINGWOOD TX 77339	281-359-1899
LAURA J CASEY	4406 KINGWOOD DR KINGWOOD TX 77339	281-360-9469

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
Laura J Casey	25669 HWY 59 KINGWOOD TX 77339	281-577-9049
Cynthia A Ferguson	5325 Kyle Center Drive Kyle TX 78640	512-268-1121
Hector de la Garza	204 E Expressway 83 La Feria TX 78559	956-797-1461
Kevin J Moore	2304 West Travis Street La Grange TX 78945-9706	979-968-5098
Russell W Ellis	401 E Expy 83 La Joya TX 78560	956-580-0339
Robert E Flores	6410 I-45 South La Marque TX 77568	409-986-9060
Carrie Perez	2300 Gulf Freeway La Marque TX 77568	409-935-0212
Rachel Kades	1102 S 8th St La Porte TX 77571-6202	281-471-8515
Nedrick L Stagg	14091 US Hwy 87 W La Vernia TX 78121	210-728-4594
Kenneth P Kades	4503 N I 35 Lacy-Lakeview TX 76705	254-867-0404
John Snowberger	505 N Dallas Lamesa TX 79331-4612	806-872-6541
Lynette Conlan	804 S Key Ave Lampasas TX 76550	512-556-2202
Alberto Romero	1463 W Pleasant Run Rd Lancaster TX 75146	972-218-0200
Ignacio de Leon	4401 Highway 83 S Laredo TX 78046	956-753-2200
Ignacio de Leon	2615 Bob Bullock Loop Laredo TX 78045	956-718-9934
Anthony E Dobski	1120 Santa Ursula Laredo TX 78040-4542	956-724-4911
Anthony E Dobski	4719 S US Hwy 83 Laredo TX 78046	956-795-0693
Anthony E Dobski	2515 Jacaman Road Laredo TX 78041	956-712-8171
Danielle M Marasco	4717 San Bernardo Laredo TX 78040	956-723-0201
Danielle M Marasco	2101 Saunders St Laredo TX 78040	956-724-1702
Danielle M Marasco	2301 Guadalupe Street Laredo TX 78043	956-722-7605
Danielle M Marasco	102 W. Del Mar Blvd Laredo TX 78045	956-717-2034
Danielle M Marasco	2502 Hwy 83 Laredo TX 78046	956-729-1127
Danielle M Marasco	7701 McPherson Road Laredo TX 78046	956-728-9626
Danielle M Marasco	9814 FM 1472 Laredo TX 78045	956-712-9488
Danielle M Marasco	1101 Uniroyal Drive Laredo TX 78045	956-728-8570
Danielle M Marasco	2320 Bob Bullock Loop Laredo TX 78043	956-728-7874
Danielle M Marasco	2311 NE Bob Bullock Loop Laredo TX 78045	956-718-2112
Robert E Flores	1701 W FM 646 League City TX 77573	281-534-8687
Robert E Flores	102 Hwy 3 South League City TX 77573	281-557-3257
Robert E Flores	I-45 At FM 646 League City TX 77573	281-614-1968
Robert E Flores	2550 E League City Parkway League City TX 77573	281-334-8947
Kenneth P Kades	3022 Marina Bay Dr League City TX 77573	281-334-7796
Nelly Quijano	113 N Gulf Fwy League City TX 77573	281-332-3345
Martin I Washington	1445 US Hwy 183 S Leander TX 78641	512-259-9055
Barry Cohen	605 College Ave Levelland TX 79336-4807	806-894-6984
Clifton C Johnson	501 E FM 3040 Lewisville TX 75028	972-315-0578
Jessica J Johnson	1598 W Main St Lewisville TX 75067-3393	972-221-8028
Jessica J Johnson	1107 W FM3040 Lewisville TX 75067	972-906-8865
Jonathan C Kelley	2301 S Hwy 121 Lewisville TX 75067-8130	972-315-2881
Jonathan C Kelley	1201 W FM 407 Lewisville TX 75067	972-317-2348
Jose Lozano	765 W Main St Lewisville TX 75067	972-420-7814
Michaeline Perez-Guzman	4640 State Highway 121 Lewisville TX 75056	214-469-1585
Jill R Casas	1923 Hwy 90 Liberty TX 77575-7728	936-336-2550
Martin I Washington	12236 W. State Hwy 29 Liberty Hill TX 78642	512-971-2872
Kevin L Lilly	3511 South Main Street Lindale TX 75711	903-882-5821
Susan E Credle	2330 Hall Avenue Littlefield TX 79339	806-385-0452
Louis G Britton	1601 W Church St Livingston TX 77351-9044	936-327-7676
Jason Kinney	1330 S Colorado Lockhart TX 78644	512-376-7275
Henry Charles O'Reilly, III	408 E Marshall Ave Longview TX 75601-5422	903-753-1622
Henry Charles O'Reilly, III	128 W Loop 281 Longview TX 75601	903-757-9235
Henry Charles O'Reilly, III	1803 NW Loop 281 Longview TX 75601	903-297-0991
Henry Charles O'Reilly, III	3086 N Eastman Road Longview TX 75605	903-736-8301
Henry Charles O'Reilly, III	3632 Estes Parkway Longview TX 75603	903-758-7470
Anna E Oquin	115 Ocean Boulevard Los Fresnos TX 78566	956-233-1711
Barry Cohen	6511 82nd Street Lubbock TX 79424	806-783-0898
Cory Kiesel	6001 W 19th St Lubbock TX 79407-1631	806-797-0422
Cory Kiesel	4540 Milwaukee Ave Lubbock TX 79407	806-796-3670
Rick Robillard	102 N University Lubbock TX 79410	806-740-0662
Rick Robillard	1911 4th St Lubbock TX 79401	806-744-3002
Ruth Robillard	1910 50th St Lubbock TX 79412-2706	806-763-6507
Ruth Robillard	2339 19th St Lubbock TX 79401-4411	806-747-5536
Ruth Robillard	8011 Slide Rd Lubbock TX 79424-2805	806-794-2089
Ruth Robillard	5201 4th St Lubbock TX 79416	806-791-7701
Ruth Robillard	5010 Interstate 27 Lubbock TX 79404-4432	806-743-5200
Hugo Vargas	2433 S Loop 289 Lubbock TX 79423-1519	806-745-7678
Hugo Vargas	6007 Slide Rd Lubbock TX 79414-4309	806-793-2959

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
HUGO VARGAS	4220 98TH STREET LUBBOCK TX 79423	806-698-6734
HUGO VARGAS	3403 QUAKER AVE LUBBOCK TX 79413	806-799-3434
WILMER E MAY	1118 S TIMBERLAND DR LUFKIN TX 75901-4726	936-634-7800
TROY W SCHUSTER	3301 S 1ST ST LUFKIN TX 75901-7315	936-639-3633
TROY W SCHUSTER	110 SOUTH JOHN REDDITT DRIVE LUFKIN TX 75904	936-632-7502
KENNETH P KADES	103 N MAIN LUMBERTON TX 77657	409-755-3722
RICHARD ACOSTA	14830 LYTLE SOMMERSET RD LYTLE TX 78052	830-709-2900
KEVIN L LILLY	19001 EAST US HIGHWAY 175 MABANK TX 75147	903-887-0163
STEVE MCKINNEY	2602 E MAIN MADISONVILLE TX 77864-2228	936-348-5677
KENNETH P KADES	18630 FM 1488 MAGNOLIA TX 77355	281-259-4200
KENNETH P KADES	6745 FM 1488 MAGNOLIA TX 77354	281-252-6510
KEVIN L LILLY	101 E ROYALL BLVD MALAKOFF TX 75148	903-489-0503
JIMMY L FERGUSON	12609 LEXINGTON STREET MANOR TX 78653	512-272-4300
MICHAEL K VANECEK	1001 HWY 287 N MANSFIELD TX 76063-4801	817-473-3260
MICHAEL K VANECEK	1250 N HOLLAND ROAD MANSFIELD TX 76063	817-473-3752
MARIA L LIM	1605 HWY 1431 W MARBLE FALLS TX 78654	830-693-4911
DAVID B GLASER	1430 LIVE OAK STREET MARLIN TX 76661	254-883-3824
ROY L GRIGGS	2000 VICTORY DR MARSHALL TX 75670-3624	903-938-7031
ROY L GRIGGS	5408 EAST END BLVD S MARSHALL TX 75672	903-938-6411
DALE R RAABE	10539 N SH 359 MATHIS TX 78368	361-547-7171
ALFREDO DEL BARRIO, JR.	3700 PECAN BOULEVARD MCALLEN TX 78502	956-630-5711
ALFREDO DEL BARRIO, JR.	2801 NOLANA AVE MCALLEN TX 78504	956-688-6236
RUSSELL W ELLIS	2808 N 10TH ST MCALLEN TX 78501	956-687-5898
RUSSELL W ELLIS	1901 S 10TH ST MCALLEN TX 78503	956-687-7707
RUSSELL W ELLIS	7320 N 10TH MCALLEN TX 78504	956-972-1476
RUSSELL W ELLIS	1217 E HWY 83 MCALLEN TX 78501	956-994-8911
RUSSELL W ELLIS	2200 S 10TH ST MCALLEN TX 78503	956-687-4666
JONATHAN CHAN	402 N CENTRAL EXPY MCKINNEY TX 75070	972-542-5675
JONATHAN CHAN	6750 W VIRGINIA PKY MCKINNEY TX 75070	214-592-0369
JONATHAN CHAN	240 W ELDORADO PKWY MCKINNEY TX 75069	972-542-2139
ANAND KUMAR	5251 UNIVERSITY DR. MCKINNEY TX 75071	214-491-1512
HENRY CHARLES O'REILLY, III	3200 ELDORADO MCKINNEY TX 75070	214-726-0877
LAWRENCE K INGRAM	1817 N BELTLINE RD MESQUITE TX 75149-1718	972-216-0590
LAWRENCE K INGRAM	1531 TOWNEAST BLVD MESQUITE TX 75150	972-270-0766
LAWRENCE K INGRAM	18751 IH 635 MESQUITE TX 75150	972-682-5401
ROLAND PARRISH	2012 SCYENE RD MESQUITE TX 75149-3644	972-289-2950
ROLAND PARRISH	1444 S BELTLINE RD MESQUITE TX 75149	972-329-7556
LAWRENCE K INGRAM	903 E MILAM RD MEXIA TX 76667-2526	254-562-7006
LEONARD A CARRILLO	1111 N ANDREWS HWY MIDLAND TX 79701-3826	432-520-3044
LEONARD A CARRILLO	3310 W LOOP 250 NORTH MIDLAND TX 79707	432-699-0768
LEONARD A CARRILLO	4015 FM 1788 MIDLAND TX 79706	432-563-1876
LEONARD A CARRILLO	2307 RANKIN HWY MIDLAND TX 79701	432-687-1705
LUIS R HERNANDEZ	1310 US HWY 287 E MIDLOTHIAN TX 76065	972-775-1974
KEVIN L LILLY	1202 N PACIFIC MINEOLA TX 75773-1020	903-569-3252
DANIEL H MASSEY	100 GARRET MORRIS PKY MINERAL WELLS TX 76067-9612	940-328-1930
ALFREDO DEL BARRIO, JR.	804 S SHARY RD MISSION TX 78572	956-583-2790
RUSSELL W ELLIS	303 E EXPY 83 MISSION TX 78572	956-581-1144
STUART W BROWN	6129 HWY 6 S MISSOURI CITY TX 77459	281-208-1428
KEVIN J MOORE	1605 CARTWRIGHT RD MISSOURI CITY TX 77489	281-835-5223
BILLY WHITAKER	9955 HIGHWAY 6 S MISSOURI CITY TX 77459	281-431-3048
LEONARD A CARRILLO	1905 S STOCKTON MONAHANS TX 79756-0140	432-943-3264
MATTHEW KADES	3535 BRIARWOOD BEND MONT BELVIEU TX 77523	346-299-8775
STEVE MCKINNEY	15476 STATE HWY 105 MONTGOMERY TX 77356	936-588-1303
STEVE MCKINNEY	943 EVA ST MONTGOMERY TX 77316	936-597-7766
ROY L GRIGGS	2002 N JEFFERSON MOUNT PLEASANT TX 75455-2337	903-572-8392
ROY L GRIGGS	102 CEDAR ST MOUNT PLEASANT TX 75455-5908	903-572-8393
ANAND KUMAR	906 HWY 37 MOUNT VERNON TX 75457	903-588-3200
SUSAN E CREDLE	1025 W AMERICAN BLVD MULESHOE TX 79347	806-272-3333
KEVA CHILDRESS	114 EAST FM 544 MURPHY TX 75094	972-509-4967
TROY W SCHUSTER	1717 NORTH ST NACOGDOCHES TX 75961-3421	936-569-0792
TROY W SCHUSTER	3120 UNIVERSITY DR NACOGDOCHES TX 75961	936-560-2641
KENNETH P KADES	1320 NASA PARKWAY NASSAU BAY TX 77058	281-957-9446
STEVE MCKINNEY	8737 HWY 6 NAVASOTA TX 77868	936-825-4115
KENNETH P KADES	3728 NEDERLAND NEDERLAND TX 77627	409-727-4661
MICHAEL L RETZER JR.	702 N MC COY NEW BOSTON TX 75570-2317	903-628-2499
SAM KANTAR	1201 N INTERSTATE 35 NEW BRAUNFELS TX 78130	830-620-0008
SAM KANTAR	1035 I 35 W NEW BRAUNFELS TX 78130	830-620-1336

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
SAM KANTAR	4142 LOOP 337 NEW BRAUNFELS TX 78130	830-620-7747
SAM KANTAR	1761 STATE HWY 46 W NEW BRAUNFELS TX 78132	830-620-1112
SAM KANTAR	304 FM 306 NEW BRAUNFELS TX 78130	830-643-0036
LOUIS G BRITT	23871 WALTON AVENUE NEW CANEY TX 77357	281-689-9058
JOY D FRANK-SILMON	8549 DAVIS BLVD NORTH RICHLAND HILLS TX 76182	817-503-2398
ROLAND PARRISH	5140 RUFÉ SNOW NORTH RICHLAND HILLS TX 76118	817-281-8888
ALBERTO ROMERO	7451 DAVIS BLVD NORTH RICHLAND HILLS TX 76180	817-281-7666
LEONARD A CARRILLO	1800 E 8TH ST ODESSA TX 79760	432-580-9940
LEONARD A CARRILLO	4115 N ANDREWS ODESSA TX 79762-5505	432-367-1061
LEONARD A CARRILLO	1347 W UNIVERSITY ODESSA TX 79767	432-337-9338
LEONARD A CARRILLO	5141 E 42ND ST ODESSA TX 79762	432-550-4560
LEONARD A CARRILLO	1901 COUNTY ROAD FM 1882 ODESSA TX 79763	432-332-3481
LEONARD A CARRILLO	5900 E I-20 ODESSA TX 79761	432-362-0283
LEONARD A CARRILLO	8000 E. 56TH ODESSA TX 79765	432-631-7043
KENNETH P KADES	1710 N 16TH ST ORANGE TX 77630-3355	409-886-0646
KENNETH P KADES	2311 HWY 62 N ORANGE TX 77630	409-745-4228
KEVIN L LILLY	2120 S LOOP 256 PALESTINE TX 75801-5920	903-729-5000
ALFREDO DEL BARRIO, JR.	224 EAST MILE 3 ROAD PALMHURST TX 78573	956-581-0105
KEVIN MARTIN	1201 N HOBART PAMPA TX 79065	806-665-5891
MICHAEL K VANECEK	2422 W PIONEER PKY PANTEGO TX 76013	817-261-3748
ANAND KUMAR	3825 LAMAR AVENUE PARIS TX 75462-5210	903-782-9991
KENNETH P KADES	7437 SPENCER HWY PASADENA TX 77505	281-479-6048
MARISELLE QUIJANO	2001 GENOA RED BLUFF ROAD PASADENA TX 77505	281-487-4572
NELLY QUIJANO	4625 FAIRMONT PKY PASADENA TX 77504-3311	281-487-5877
NELLY QUIJANO	5200 FAIRMONT PKWY PASADENA TX 77505	281-487-3001
MOHAMMED R SOUDAGAR	1300 S RICHEY PASADENA TX 77502-1100	713-472-5313
MOHAMMED R SOUDAGAR	1107 S SHAVER ST PASADENA TX 77506	713-472-0701
SAREM SOUDAGAR	131 PASADENA BLVD PASADENA TX 77504	713-475-8809
WARREN SPANN	3223 SPENCER HWY PASADENA TX 77504-1103	713-941-7410
MARISELLE QUIJANO	10505 W BROADWAY ST PEARLAND TX 77584	713-436-6334
MARISELLE QUIJANO	2815 BUSINESS CENTER DRIVE PEARLAND TX 77584	713-436-9095
FRANK N MENDOZA	625 N OAK ST PEARSALL TX 78061	830-334-2203
LEONARD A CARRILLO	5202 HWY 285 PECOS TX 79772	432-445-1522
ALFREDO DEL BARRIO, JR.	1703 EXPRESSWAY 83 PENITAS TX 78576	956-583-4994
KEVIN MARTIN	1109 S MAIN PERRYTON TX 79070	806-435-5502
JASON KINNEY	1700 W PECAN STREET PFLUGERVILLE TX 78660	512-989-0771
JASON KINNEY	1517 FM 685 PFLUGERVILLE TX 78660	512-989-2411
ALFREDO DEL BARRIO, JR.	104 W NOLANA LOOP PHARR TX 78577	956-783-2512
ALFREDO DEL BARRIO, JR.	301 WEST RIDGE PHARR TX 78503	956-783-6236
ALFREDO DEL BARRIO, JR.	7501 S JACKSON RD PHARR TX 78577	956-715-8845
VERA INGRAM	1226 - 1230 S. HWY 377 PILOT POINT TX 76258	940-686-0400
ROY L GRIGGS	101 S GREER BLVD PITTSBURG TX 75686	903-856-1000
RICK ROBILLARD	815 N I 27 PLAINVIEW TX 79072-9769	806-293-7430
RICK ROBILLARD	1501 N I-27 PLAINVIEW TX 79072	806-296-5612
JONATHAN CHAN	605 E 15TH ST PLANO TX 75074-5709	972-633-5135
JONATHAN CHAN	2100 W 15TH ST PLANO TX 75034	972-423-6443
VERA INGRAM	4925 W PARK BLVD PLANO TX 75075	972-596-6123
VERA INGRAM	216 COIT RD PLANO TX 75075	972-758-0282
JOSE LOZANO	6220 W PARK BLVD PLANO TX 75093	972-250-2349
JULIANNA O'REILLY	6201 INDEPENDENCE PKY PLANO TX 75023	972-618-6627
HENRY CHARLES O'REILLY, III	701 W SPRING CREEK PLANO TX 75023-4604	972-517-7095
HENRY CHARLES O'REILLY, III	3957 LEGACY DR PLANO TX 75023	972-618-8925
HENRY CHARLES O'REILLY, III	4005 W PARKER RD PLANO TX 75023	972-985-8499
HENRY CHARLES O'REILLY, III	2205 MCDERMOTT RD PLANO TX 75025-4613	972-747-0768
MICHAELINE PEREZ-GUZMAN	5004 STATE HWY 121 PLANO TX 75024	972-668-4040
ANNA E OQUIN	1733 W OAKLAWN PLEASANTON TX 78064	830-569-5550
KENNETH P KADES	8435 MEMORIAL BLVD PORT ARTHUR TX 77642	409-722-3396
WARREN SPANN	801 S HWY 35 BYP PORT LAVACA TX 77979-2415	361-552-4442
LOUIS G BRITT	24610 FM 1314 PORTER TX 77365	281-354-4090
ANGELA M MAJORS	21871 FM 1314 PORTER TX 77365	281-354-3203
EDWARD L LUTITO, JR.	1300 WILDCAT DR PORTLAND TX 78384	361-643-8115
BARRY COHEN	102 N BROADWAY POST TX 79356	806-495-0495
KEVA CHILDRESS	103 E PRINCETON DR PRINCETON TX 75407-9002	972-736-6305
VERA INGRAM	4500 W. UNIVERSITY DR. PROSPER TX 75034	972-433-1028
KEVA CHILDRESS	8840 HWY 34 SOUTH QUINLAN TX 75474	903-356-2796
RUSSELL W ELLIS	1105 E HWY 186 RAYMONDVILLE TX 78580-2741	956-689-5546
LUIS R HERNANDEZ	109 HARRIS AVENUE RED OAK TX 75154	972-617-2282

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ANNA E OQUIN	427 N ALAMO ST REFUGIO TX 78377	361-526-9175
VERONICA RUANO	4800 E HWY 114 RHOME TX 76179	817-636-5600
JONATHAN CHAN	1251 E BELT LINE RD RICHARDSON TX 75081-3708	972-238-9902
JONATHAN CHAN	170 W CAMPBELL RD RICHARDSON TX 75080	972-690-9821
JONATHAN CHAN	105 S COIT RD RICHARDSON TX 75080-5721	972-231-4313
JONATHAN CHAN	550 CENTENNIAL BLVD RICHARDSON TX 75081	972-690-5049
JONATHAN CHAN	120 S CENTRAL EXPRESSWAY RICHARDSON TX 75080	972-783-9855
JOY D FRANK-SILMON	7305 AIRPORT FREEWAY RICHLAND HILLS TX 76118	817-284-3999
THOMAS DEVINE	5660 W GRAND PARKWAY RICHMOND TX 77406	281-239-2226
THOMAS DEVINE	7003 FM 1464 RICHMOND TX 77083	281-980-0032
THOMAS DEVINE	7805 W GRAND PARKWAY SOUTH RICHMOND TX 77407	832-595-8650
MARK E SCHMID	10513 WEST GRAND PARKWAY SOUTH RICHMOND TX 77407	281-494-0503
MICHAEL SCHMID	2025 FM 359 RICHMOND TX 77469	832-595-1250
HUBERT VO	1125 CRABB RIVER ROAD RICHMOND TX 77406	281-239-0544
RUSSELL W ELLIS	4290 E EXPY 83 RIO GRANDE CITY TX 78582	956-487-8214
DANIEL H MASSEY	1100 N HIGHWAY 377 ROANOKE TX 76262	817-491-3502
KENNETH P KADES	7961 S IH 35 ROBINSON TX 76706	254-662-9565
DALE R RAABE	301 S HWY 77 ROBSTOWN TX 78380-4310	361-387-8712
STEVE MCKINNEY	1521 W CAMERON AVE ROCKDALE TX 76567-2606	512-446-2448
EDWARD L LUTITO, JR.	1302 HWY 35 N ROCKPORT TX 78382	361-790-7828
KEVA CHILDRESS	610 E I 30 ROCKWALL TX 75087-5501	972-771-0635
KEVA CHILDRESS	3066 N GOLIAD STREET ROCKWALL TX 75087	214-771-3850
RUSSELL W ELLIS	104 E GRANT STREET ROMA TX 78584	956-849-1045
MARK E SCHMID	2805 HIGHWAY 59 ROSENBERG TX 77471	281-239-6509
MARK E SCHMID	24501 SW FREEWAY ROSENBERG TX 77471	281-239-2233
MICHAEL SCHMID	3627 AVE H ROSENBERG TX 77471-2835	281-239-8373
MICHAEL SCHMID	3417 W 1ST ROSENBERG TX 77471	281-239-5384
DAVID B GLASER	2401 N I H 35 ROUND ROCK TX 78664	512-238-7508
DAVID B GLASER	1850 E PALM VALLEY ROUND ROCK TX 78664	512-388-5378
DAVID B GLASER	319 UNIVERSITY DRIVE ROUND ROCK TX 78665	512-341-3798
EDWARD L LUTITO, JR.	106 LOUIS HENNA BLVD ROUND ROCK TX 78664	512-238-7345
E WINSTON ROSS, III	4700 E PALM VALLEY ROUND ROCK TX 78664	512-238-6002
E. WINSTON ROSS, JR.	310 N INTERSTATE 35 ROUND ROCK TX 78664	512-255-2451
LISA DRIBBEN	3505 LAKEVIEW PARKWAY ROWLETT TX 75085	972-463-0085
LISA DRIBBEN	8503 LAKEVIEW PARKWAY ROWLETT TX 75088	972-412-1708
KEVA CHILDRESS	200 W IH 30 ROYSE CITY TX 75189	972-635-6880
LYNANN YOUNG	516 S DICKENSON DR RUSK TX 75785	903-683-5680
KEVA CHILDRESS	5230 HWY 78 SACHSE TX 75048	972-530-6234
SAM KANTAR	5321 BLUE MOUND RD SAGINAW TX 76106	817-625-6441
DANIEL H MASSEY	1165 N SAGINAW BLVD SAGINAW TX 76179	817-306-0660
ERIC K WILSON	4330 SOUTHWEST BLVD SAN ANGELO TX 76901	325-949-7787
ERIC K WILSON	520 N BRYANT SAN ANGELO TX 76903-5200	325-227-8504
ERIC K WILSON	610 WEST 29TH STREET SAN ANGELO TX 76903	325-653-1399
ERIC K WILSON	1802 S BRYANT BLVD SAN ANGELO TX 76903	325-482-9434
CELIA ACOSTA	10950 HWY 151 SEAWORLD SAN ANTONIO TX 78251-1683	210-522-9494
LUIS ANTONIO A ACOSTA	13919 NACOGDOCHES SAN ANTONIO TX 78217-1283	210-654-6184
LUIS ANTONIO A ACOSTA	SAN ANTONIO POTRANCO 1604 SAN ANTONIO TX 78245	210-682-7400
LUIS ANTONIO A ACOSTA	5346 ROOSEVELT AVENUE SAN ANTONIO TX 78214	210-924-0707
LUIS ANTONIO A ACOSTA	14250 POTRANCO ROAD SAN ANTONIO TX 78245	210-679-0326
MARIA VICTORIA ACOSTA	6921 MILITARY DR W SAN ANTONIO TX 78227-3619	210-674-6321
MARIA VICTORIA ACOSTA	11700 BLANCO RD SAN ANTONIO TX 78216-2404	210-344-9709
MARIA VICTORIA ACOSTA	330 VALLEY HI DR SAN ANTONIO TX 78227-4602	210-673-6843
MARIA VICTORIA ACOSTA	2315 SW 36TH ST SAN ANTONIO TX 78237	210-431-7900
MARIA VICTORIA ACOSTA	14060 W FM 471 - CULEBRA ROAD SAN ANTONIO TX 78254	210-501-4014
RICHARD ACOSTA	4720 BROADWAY STREET SAN ANTONIO TX 78209-6216	210-828-4802
RICHARD ACOSTA	11482 PERRIN BEITEL RD SAN ANTONIO TX 78217	210-655-1995
RICHARD ACOSTA	721 SAN PEDRO AVE SAN ANTONIO TX 78212-4611	210-227-5007
RICHARD ACOSTA	101 ALAMO PLAZA SAN ANTONIO TX 78205-2601	210-226-3800
RICHARD ACOSTA	1846 S GEN MCMULLEN SAN ANTONIO TX 78226	210-436-0006
RICHARD ACOSTA	2922 BLANCO RD SAN ANTONIO TX 78212-1813	210-736-3636
RICHARD ACOSTA	14630 HUEBNER RD SAN ANTONIO TX 78230	210-492-0002
RICHARD ACOSTA	15011 JONES MALTSBERGER ROAD SAN ANTONIO TX 78247	210-545-1780
RICHARD ACOSTA	6350 PEARSALL RD SAN ANTONIO TX 78242	210-623-8000
RICHARD ACOSTA	12203 JONES MALTSBERGER ROAD SAN ANTONIO TX 78247	210-491-8833
RICHARD ACOSTA	1450 AUSTIN HWY SAN ANTONIO TX 78209	210-824-4129
RICHARD ACOSTA	11031 CULEBRA RD SAN ANTONIO TX 78254	210-688-9878
RICHARD ACOSTA	3806 N LOOP 1604 E SAN ANTONIO TX 78247	210-497-4600



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD ACOSTA	8819 STATE HWY 151 SAN ANTONIO TX 78251	210-647-4445
SHELLY D CONTRERAS	3701 PLEASANTON RD SAN ANTONIO TX 78221-2815	210-927-9444
SHELLY D CONTRERAS	1643 PLEASANTON ROAD SAN ANTONIO TX 78221	210-927-4000
CELIA JAIRALA	4619 RITTIMAN RD SAN ANTONIO TX 78218-4629	210-656-6791
CELIA JAIRALA	1733 SW LOOP 410 SAN ANTONIO TX 78227-1601	210-675-8100
CELIA JAIRALA	8349 CULEBRA ROAD SAN ANTONIO TX 78251-1602	210-522-9292
CELIA JAIRALA	2512 W LOOP 1604 S SAN ANTONIO TX 78245	210-645-7271
ANNA E OQUIN	18146 BLANCO RD SAN ANTONIO TX 78232	210-408-7400
ANNA E OQUIN	20115-2 US HIGHWAY 281 S SAN ANTONIO TX 78221	956-517-5636
ANNA E OQUIN	3302 SE MILITARY SAN ANTONIO TX 78223	210-337-1100
ANNA E OQUIN	19915 STONE OAK PARKWAY SAN ANTONIO TX 78258	210-490-2988
CARLOS A RODRIGUEZ	3971 FREDERICKSBURG ROAD SAN ANTONIO TX 78201-3231	210-734-7688
CARLOS A RODRIGUEZ	1142 CULEBRA RD SAN ANTONIO TX 78201	210-733-8480
E WINSTON ROSS, III	6069 INGRAM ROAD SAN ANTONIO TX 78238-4403	210-647-1700
E WINSTON ROSS, III	3033 NOGALITOS SAN ANTONIO TX 78225-1926	210-927-3335
E WINSTON ROSS, III	3515 CULEBRA ROAD SAN ANTONIO TX 78228	210-435-5497
E WINSTON ROSS, III	7212 NW LOOP 410 SAN ANTONIO TX 78245	210-523-9961
E WINSTON ROSS, III	9358 CULEBRA ROAD SAN ANTONIO TX 78251	210-680-4675
E WINSTON ROSS, III	5503 NW LOOP 410 SAN ANTONIO TX 78238	210-684-3600
E WINSTON ROSS, III	8107 NW LOOP 1604 SAN ANTONIO TX 78254	210-688-0990
E WINSTON ROSS, III	926 BANDERA ROAD SAN ANTONIO TX 78228	210-438-9030
JOSE SALAZAR, JR.	7257 N LOOP 1604 SAN ANTONIO TX 78256	210-877-2801
JOSE SALAZAR, JR.	20750 HWY 281 N SAN ANTONIO TX 78259	210-403-9066
VERONICA D SHIELDS	5700 WALZEM RD SAN ANTONIO TX 78218	210-599-6860
VERONICA D SHIELDS	3835 EAST LOOP 1604 NORTH SAN ANTONIO TX 78109	210-666-6565
FABIOLA DIAZ STAGG	5235 DE ZAVALA DR SAN ANTONIO TX 78249	210-696-1659
FABIOLA DIAZ STAGG	25200 INTERSTATE 10 W LOT 2 SAN ANTONIO TX 78257	210-687-1232
FABIOLA DIAZ STAGG	18503 IH 10 WEST SAN ANTONIO TX 78257	210-561-9900
NEDRICK L STAGG	1330 S LAREDO SAN ANTONIO TX 78207	210-226-6740
NEDRICK L STAGG	2135 SW MILITARY SAN ANTONIO TX 78224-1402	210-924-7379
NEDRICK L STAGG	6967 SAN PEDRO AVE SAN ANTONIO TX 78216-6206	210-342-6811
NEDRICK L STAGG	4422 W COMMERCE ST SAN ANTONIO TX 78237-1669	210-438-5020
NEDRICK L STAGG	2402 E SOUTHCROSS SAN ANTONIO TX 78223-2206	210-533-8771
NEDRICK L STAGG	9600 INTERSTATE 10 NW SAN ANTONIO TX 78230	210-593-0344
NEDRICK L STAGG	102 S WW WHITE SAN ANTONIO TX 78219	210-337-4571
NEDRICK L STAGG	3502 ROOSEVELT AVENUE SAN ANTONIO TX 78214-2845	210-927-5273
NEDRICK L STAGG	2646 N PANAMER EXPRY SAN ANTONIO TX 78208-1831	210-224-8037
NEDRICK L STAGG	15715 SAN PEDRO SAN ANTONIO TX 78232-3726	210-496-1294
NEDRICK L STAGG	703 W HOUSTON AVE SAN ANTONIO TX 78207-3017	210-271-3565
NEDRICK L STAGG	7267 WURZBACH SAN ANTONIO TX 78229	210-692-9886
NEDRICK L STAGG	1819 S NEW BRAUNFELS SAN ANTONIO TX 78210-3013	210-534-9200
NEDRICK L STAGG	7663 GUILBEAU ROAD SAN ANTONIO TX 78250-3226	210-647-3588
NEDRICK L STAGG	4331 VANCE JACKSON ROAD SAN ANTONIO TX 78230-5320	210-341-7886
NEDRICK L STAGG	5304 RIGSBY AVENUE SAN ANTONIO TX 78222	210-333-3444
NEDRICK L STAGG	826 SOUTH ZARZAMORA STREET SAN ANTONIO TX 78207	210-438-1696
NEDRICK L STAGG	8631 BROADWAY STREET SAN ANTONIO TX 78217	210-822-4714
NEDRICK L STAGG	6370 BABCOCK ROAD SAN ANTONIO TX 78249	210-558-4588
NEDRICK L STAGG	6363 FM 78 SAN ANTONIO TX 78219	210-662-4855
NEDRICK L STAGG	11710 INTERSTATE 35 N SAN ANTONIO TX 78233	210-637-1611
NEDRICK L STAGG	11611 BANDERA RD SAN ANTONIO TX 78250	210-521-2095
NEDRICK L STAGG	3231 SW MILITARY SAN ANTONIO TX 78211	210-924-1884
NEDRICK L STAGG	8815 POTEET JOURDANTON FWY SAN ANTONIO TX 78224	210-251-4440
RUSSELL W ELLIS	821 S SAM HOUSTON SAN BENITO TX 78586-3062	956-399-4033
RUSSELL W ELLIS	1144 BUSINESS HWY 77 SAN BENITO TX 78586	956-399-6845
ALFREDO DEL BARRIO, JR.	824 W BUSINESS 83 SAN JUAN TX 78589	956-702-5299
SAM KANTAR	1105 I 35 N SAN MARCOS TX 78667	512-353-5033
SAM KANTAR	1001 HWY 123 SAN MARCOS TX 78666	512-353-5110
SAM KANTAR	4060 S INTERSTATE 35 SAN MARCOS TX 78666	512-392-2772
VERONICA RUANO	601 N STEMMONS ST SANGER TX 76266	940-458-6601
DENNIS J DARLING	12400 HWY 6 SANTA FE TX 77510	409-925-1974
CELIA JAIRALA	21600 IH-35 N SCHERTZ TX 78108	830-312-5322
NEDRICK L STAGG	17480 I 35 N SCHERTZ TX 78154	210-651-9476
ROBERT E FLORES	2800 BAYPORT BOULEVARD SEABROOK TX 77586	281-942-9056
ROLAND PARRISH	100 N HWY 175 SEAGOVILLE TX 75159	972-287-4283
DOUGLAS R ADCOCK	1724 MEYER ST SEALY TX 77474-3928	979-885-4132
E WINSTON ROSS, III	1811 I 10 W SEGUIN TX 78155	830-379-0076
E WINSTON ROSS, III	1388 E CT SEGUIN TX 78155	830-379-4492

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROBYN M SNOWBERGER	1001 HOBBS HWY SEMINOLE TX 79360	432-758-2992
MICHAEL J SAWYER	1235 N MAIN SHAMROCK TX 79079	806-256-2567
SARA L GALLARDO	2217 TEXOMA PKY N SHERMAN TX 75090-2871	903-893-5927
SARA L GALLARDO	3612 S. HWY 75 SHERMAN TX 75092	903-957-2510
KENNETH P KADES	610 HWY 96 SILSBEE TX 77656-9307	409-385-5323
DALE R RAABE	13888 FM 1945 SINTON TX 78387	361-364-9230
BARRY COHEN	655 HWY 84 SLATON TX 79364	806-828-5300
ERIC K WILSON	3414 COLLEGE AVE SNYDER TX 79549-4633	325-574-2100
RICHARD A CASTRO	10303 ALAMEDA AVE SOCORRO TX 79927	915-858-0066
RACHEL KADES	503 COLLEGE AVE SOUTH HOUSTON TX 77587	713-946-0012
RUSSELL W ELLIS	908 S PADRE BLVD SOUTH PADRE ISLAND TX 78597	956-761-4999
ROLAND PARRISH	225 N KIMBALL SOUTHLAKE TX 76092	817-329-8959
JENNIFER BUTKEVICH	21330 I 45 N SPRING TX 77373-2901	281-288-5656
JENNIFER BUTKEVICH	2911 RAYFORD RD SPRING TX 77386	346-293-0396
JENNIFER BUTKEVICH	2125 FM 2920 RD SPRING TX 77388	281-907-0585
KIMBERLY K ELIZONDO	22815 CYPRESSWOOD DR SPRING TX 77373	281-821-2808
KIMBERLY K ELIZONDO	27515 CYPRESSWOOD SPRING TX 77373	281-907-0454
LAURIE GLASER-SWIFT	8718 SPRING CYPRESS RD SPRING TX 77379	281-257-2099
LAURIE GLASER-SWIFT	10611 N. GRAND PARKWAY W. W. SPRING TX 77379	832-447-7788
KENNETH P KADES	25222 I 45 N SPRING TX 77386	281-292-5700
SUZANNE KESSLER	21150 KUYKENDAHL ROAD SPRING TX 77388	281-355-0387
SUZANNE KESSLER	FM 2920 AT KUYKENDAHL SPRING TX 77388	281-651-6777
KYLE G SCHOLZ	7140 LOUETTA RD SPRING TX 77379	281-370-4357
KYLE G SCHOLZ	18604 KUYKENDAHL ROAD SPRING TX 77379	281-350-2590
MARIA ELENA SALAZAR	20615 SH 46 SPRING BRANCH TX 78070	830-980-8080
JOSE SALAZAR, JR.	7765 HIGHWAY 281 N SPRING BRANCH TX 78070	830-228-4422
VERONICA RUANO	421 E HWY 199 SPRINGTOWN TX 76082	817-523-7106
DANIEL J MOSS	11210 W AIRPORT STAFFORD TX 77477	832-351-3015
HAZEL KAY SMITH	3643 MAIN STREET STAFFORD TX 77477	281-499-0395
PATRICIA A ROETZEL	1416 W WASHINGTON ST STEPHENVILLE TX 76401-4141	254-965-3777
PATRICIA A ROETZEL	2819 W WASHINGTON ST STEPHENVILLE TX 76401	254-965-8928
STUART W BROWN	1460 HWY 6 SUGAR LAND TX 77479	281-980-0722
STUART W BROWN	345 HWY 6 SUGAR LAND TX 77478	281-491-3235
HUBERT VO	3401 HWY 6 SUGAR LAND TX 77478	281-980-3553
BILLY WHITAKER	1053 ELDRIDGE SUGAR LAND TX 77478	281-565-4411
ANAND KUMAR	121 E SHANNON RD SULPHUR SPRINGS TX 75482-4822	903-885-1336
ERIC K WILSON	201 NE GEORGIA STREET SWEETWATER TX 79556	325-235-1520
DENNIS M MEYER	2501 N MAIN TAYLOR TX 76574	512-352-2831
JIMMY L FERGUSON	1601 W ADAMS TEMPLE TX 76501	254-778-0314
JIMMY L FERGUSON	3403 S 31ST ST TEMPLE TX 76501	254-771-2889
DAVID B GLASER	3814 S GENERAL BRUCE DR TEMPLE TX 76502	254-773-3000
DAVID B GLASER	6811 W ADAMS AVE TEMPLE TX 76502	254-771-9901
DAVID E FLOYD	1704 HWY 34 S TERRELL TX 75160-5300	972-563-3664
DAVID E FLOYD	91 STATE HIGHWAY 205 TERRELL TX 75160	972-563-3324
MICHAEL L RETZER JR.	1701 NEW BOSTON RD TEXARKANA TX 75501-3501	903-793-3311
MICHAEL L RETZER JR.	4929 STATE LINE AVE TEXARKANA TX 75503	903-792-6624
MICHAEL L RETZER JR.	2105 RICHMOND RD TEXARKANA TX 75501	903-838-0599
MICHAEL L RETZER JR.	4411 W 7TH ST TEXARKANA TX 75501-6351	903-831-0222
MICHAEL L RETZER JR.	5102 SUMMER CROSSING TEXARKANA TX 75503	903-793-6055
MICHAEL L RETZER JR.	451 LEARY RD TEXARKANA TX 75501	903-831-3417
ROBERT E FLORES	3545 PALMER HWY TEXAS CITY TX 77590-6513	409-948-4512
DOUGLAS R ADCOCK	1025 SAWDUST ROAD THE WOODLANDS TX 77380	281-419-1286
KENNETH P KADES	4600 WOODLANDS PKY THE WOODLANDS TX 77381-3586	281-298-1515
KENNETH P KADES	6730 WOODLANDS PKY THE WOODLANDS TX 77355	281-363-1660
KENNETH P KADES	9110 WEST GOSLING THE WOODLANDS TX 77381	281-298-4006
ANNA E OQUIN	2645 HWY 37 S THREE RIVERS TX 78071	361-786-1020
DOUGLAS R ADCOCK	22605 SH 249 TOMBALL TX 77377	281-257-9236
DUSTIN BACK	11355 FM 2920 TOMBALL TX 77375	281-255-2434
DUSTIN BACK	24104 KUYKENDAHL ROAD TOMBALL TX 77375	281-255-9200
LAURIE GLASER-SWIFT	24421 SH 249 TOMBALL TX 77375	281-430-3033
KENNETH P KADES	1406 W MAIN TOMBALL TX 77375	281-351-7000
STEVE MCKINNEY	17902 FM 2920 TOMBALL TX 77377	281-255-0235
KEVIN L LILLY	505 S ROBB ST TRINITY TX 75862	936-594-0148
CYNTHIA A FERGUSON	1610 COTTON GIN RD. TROY TX 76579	254-938-2584
JONATHAN C KELLEY	1300 S BECKHAM AVE TYLER TX 75701-3322	903-593-7987
JONATHAN R KELLEY	3109 W GENTRY PLACE TYLER TX 75702-1310	903-593-6730
JONATHAN C KELLEY	2705 E 5TH ST TYLER TX 75701-5022	903-566-8762

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JONATHAN C KELLEY	3820 HWY 64 WEST TYLER TX 75702-7605	903-597-0091
JONATHAN R KELLEY	180 LOOP 323 SSW TYLER TX 75702	903-595-1524
KEVIN L LILLY	4014 S BROADWAY TYLER TX 75701-8717	903-534-9769
KEVIN L LILLY	2034 E SE LOOP 323 TYLER TX 75701-8316	903-593-7951
KEVIN L LILLY	5802 S BROADWAY TYLER TX 75703-4349	903-561-5459
KEVIN L LILLY	12881 FM 14 TYLER TX 75706	903-526-5168
KEVIN L LILLY	5894 OLD JACKSONVILLE HWY TYLER TX 75703	903-939-0520
LUIS ANTONIO A ACOSTA	713 PAT BOOKER RD UNIVERSAL CITY TX 78148-4127	210-658-1551
FRANK N MENDOZA	510 E MAIN STREET UVALDE TX 78801-5715	830-278-1185
TARA O'REILLY	1001 W STEPHENS VAN ALSTYNE TX 75495	903-712-2006
WILLIAM STORY	1809 SE FRONTAGE RD VAN HORN TX 79855	432-283-2692
DENNY VARGHESE	HILLCREST DR & HWY 70 VERNON TX 76384	940-553-1881
ROBERT WEZEMAN	3112 N NAVARRO RD VICTORIA TX 77901-3924	361-575-4342
ROBERT WEZEMAN	2701 HOUSTON HWY VICTORIA TX 77901-5740	361-578-4461
ROBERT WEZEMAN	7808 N NAVARRO VICTORIA TX 77904	361-575-3390
ROBERT WEZEMAN	3112 S LAURENT ST VICTORIA TX 77901	361-485-0201
KENNETH P KADES	765 N MAIN VIDOR TX 77662-4535	409-769-7027
KENNETH P KADES	1225 N VALLEY MILLS DR WACO TX 76710-4427	254-772-2082
KENNETH P KADES	906 S 6TH ST WACO TX 76703	254-756-0831
KENNETH P KADES	3733 N 19TH ST WACO TX 76708	254-714-1055
KENNETH P KADES	913 HEWITT DR WACO TX 76712	254-666-5743
KENNETH P KADES	4330 FRANKLIN AVENUE WACO TX 76710	254-776-8406
KENNETH P KADES	10200 CHINA SPRING ROAD WACO TX 76708	254-836-0600
ROY L GRIGGS	510 NORTH I-20 EAST WASKOM TX 75692	903-687-2445
ROLAND PARRISH	7040 DENTON HWY WATAUGA TX 75116-1911	817-427-5743
LAWRENCE K INGRAM	1207 N HWY 77 WAXAHACHIE TX 75165-5115	972-937-0844
LAWRENCE K INGRAM	1449 FM 66 WAXAHACHIE TX 75167	972-923-0242
LORI BLANTON	2407 S MAIN WEATHERFORD TX 76086-6141	817-594-6215
RACHEL KADES	534 1/2 ELDORADO BLVD WEBSTER TX 77598-2202	281-488-3326
NELLY QUIJANO	1453 W BAY AREA BLVD WEBSTER TX 77598-3831	281-338-2077
CARLA J MOORE	722 S EAGLE ST WEIMAR TX 78962	979-725-1000
JORDAN ELLIS	1025 N TEXAS WESLACO TX 78596-4510	956-968-6554
JORDAN ELLIS	3318 E BUS HWY 83 WESLACO TX 78596	956-514-2454
KENNETH P KADES	22119 I-35 N. I-35. WEST TX 76691	254-296-8269
DANIEL CARREON	808 S COLUMBIA DR WEST COLUMBIA TX 77486	979-345-3623
IGNACIO DE LEON	3300 BEE CAVES RD WEST LAKE HILLS TX 78746	512-327-9480
MICHAEL SCHMID	1404 N RICHMOND WHARTON TX 77488-3018	979-532-8884
HENRY CHARLES O'REILLY, III	609 E US HWY 80 WHITE OAK TX 75693	903-295-2944
MICHAEL K VANECEK	8540 WEST FREEWAY WHITE SETTLEMENT TX 76108	817-420-9534
KEVIN L LILLY	603 HWY 110 WHITEHOUSE TX 75791	903-839-1123
SARA L GALLARDO	871 HWY 377 N WHITESBORO TX 76273	903-564-6700
PATRICIA A ROETZEL	1317-A N BRAZOS WHITNEY TX 76692	254-694-1114
TRAVIS CLARKE	3103 KEMP BLVD WICHITA FALLS TX 76308-1829	940-691-0525
TRAVIS CLARKE	4035 SOUTHWEST PKY WICHITA FALLS TX 76308	940-691-8866
VERONICA RUANO	1607 ENTERPRISE WICHITA FALLS TX 76306-2401	940-855-6542
VERONICA RUANO	1412 HOLIDAY ST WICHITA FALLS TX 76301-7107	940-767-1339
VERONICA RUANO	1423 SOUTHWEST PARKWAY WICHITA FALLS TX 76302	940-766-2366
KENNETH P KADES	1002 S I 45 WILLIS TX 77378	936-856-3242
MARTHA HARTMAN	5090 I-H 20 EAST SERVICE ROAD WILLOW PARK TX 76008	817-441-7454
KEVIN L LILLY	136 E SOUTH COMMERCE ST WILLS POINT TX 75169	903-873-2564
ABNER CASAS	45951 IH 10 WINNIE TX 77665	409-296-9107
ANAND KUMAR	314 E COKE ROAD WINNSBORO TX 75494	903-342-3165
KENNETH P KADES	1100 S MAGNOLIA WOODVILLE TX 75979	409-283-5855
IGNACIO DE LEON	116 SOUTH US HWY 83 ZAPATA TX 78076	956-765-6700
JAMES C WATSON	406 E STATE AMERICAN FORK UT 84003-2559	801-441-7555
MARK PARRISH	365 W 1400 N BEAVER UT 84713-5155	435-438-5500
WILLIAM R PETERSON	902 S MAIN ST BRIGHAM CITY UT 84302-3162	435-723-3624
MARK PARRISH	1026 W 200 N CEDAR CITY UT 84720-2306	435-586-4700
JAMES C WATSON	10180 N 4800 WEST STREET CEDAR HILLS UT 84062	801-763-1841
BOBBY J ROETZEL	529 N 700 W CENTERVILLE UT 84014	801-295-3091
JAMES C WATSON	691 N MAIN ST CLEARFIELD UT 84015-3249	801-441-7558
JAMES C WATSON	1866 NORTH 2000 WEST CLINTON UT 84015	801-441-7567
DAVID M PARRISH	290 E MAIN ST DELTA UT 84624	435-864-3345
ALEKSANDER B HANSEN	NEC 12300 SOUTH 300 EAST DRAPER UT 84020	801-523-2620
ALEKSANDER B HANSEN	13628 SOUTH 200 WEST DRAPER UT 84020	801-572-5133
ROBERT C SPARRER	4137 EAST PONY EXPRESS PKWY EAGLE MOUNTAIN UT 84005	801-789-2550
ROBERT PARRISH	549 S MAIN EPHRAIM UT 84627	435-283-4915

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BOBBY J ROETZEL	1080 GRAND AVE FARMINGTON UT 84025	801-813-0537
BLAKE C TROESTER	1838 W 2700 N FARR WEST UT 84404	801-689-3471
ALLEN N WATSON	610 S MAIN ST HEBER CITY UT 84032	801-441-7566
ROBERT C SPARRER	5018 WEST 13400 SOUTH HERRIMAN UT 84096	801-446-3243
MARK PARRISH	1180 W STATE ST HURRICANE UT 84737	435-635-3188
WILLIAM R PETERSON	25 S 800 EAST HYRUM UT 84319	435-245-0635
MELVIN J WATSON	159 EAST 300 S KANAB UT 84741	435-644-5563
BOBBY J ROETZEL	320 W & 200 N KAYSVILLE UT 84037	801-547-9470
CHRISTINA E SPARRER-BAER	5400 S 3900 W KEARNS UT 84118	801-969-1460
CHRISTINA E SPARRER-BAER	8727 N HWY 40 LAKE POINT UT 84074	801-250-6872
BOBBY J ROETZEL	W INDUSTRIAL PARK DR (W*M #1699) LAYTON UT 84041	801-544-8381
JAMES C WATSON	2080 N MAIN LAYTON UT 84041-4942	801-441-7573
JAMES C WATSON	1075 E GENTILE LAYTON UT 84041	801-441-7559
JAMES C WATSON	1155 N HILLFIELD RD LAYTON UT 84041-4845	801-441-7560
ROBERT C SPARRER	48 S 850 EAST LEHI UT 84043	801-766-0701
ROBERT C SPARRER	3550 N DIGITAL DR LEHI UT 84043	801-768-3575
WILLIAM R PETERSON	810 N MAIN ST LOGAN UT 84321	435-753-3119
WILLIAM R PETERSON	1035 S HWY 89 LOGAN UT 84321	435-755-8060
CHRISTINA E SPARRER-BAER	3540 S 8400 W MAGNA UT 84044	801-508-0552
TREVOR ROBERTS	425 W 7200 S MIDVALE UT 84047-1040	801-561-0733
BRENT C STRINGHAM	895 E FORT UNION BLVD MIDVALE UT 84047-1711	801-566-9972
DOUGLAS R KING	640 S MAIN MOAB UT 84532-2926	435-259-8800
TREVOR ROBERTS	5875 S STATE ST MURRAY UT 84107-6134	801-266-2401
TREVOR ROBERTS	4452 S 300 WEST MURRAY UT 84107-2632	801-263-9940
DARRELL TROESTER	2605 N WASHINGTON NORTH OGDEN UT 84414	801-737-4051
DARRELL TROESTER	1111 WASHINGTON BLVD OGDEN UT 84404-4950	801-621-1905
JAMES C WATSON	15 N STATE OREM UT 84057-5507	801-441-6486
JAMES C WATSON	1265 S SANDHILL RD OREM UT 84058	801-226-6938
JAMES C WATSON	1611 N STATE ST OREM UT 84057	801-426-5250
JAMES C WATSON	1140 W 800 N OREM UT 84057	801-225-4559
JAMES C WATSON	6450 N LANDMARK DR PARK CITY UT 84060-5958	801-441-7556
BOBBY J ROETZEL	789 MAIN ST PAYSON UT 84651	801-465-4241
JAMES C WATSON	312 E STATE ST PLEASANT GROVE UT 84062	801-441-7564
ANTHONY C BROADBENT	409 E MAIN ST PRICE UT 84501	435-637-6825
MARK PARRISH	211 W 1230 N PROVO UT 84604-2546	801-374-6909
BOBBY J ROETZEL	1225 S UNIVERSITY AVE PROVO UT 84601-5944	801-373-0370
ROBERT PARRISH	1000 S US HWY 89 RICHFIELD UT 84701-3101	435-896-8285
BOBBY J ROETZEL	909 W RIVERDALE RD RIVERDALE UT 84405	801-622-8880
BOBBY J ROETZEL	900 RIVERDALE RD RIVERDALE UT 84405	801-393-8559
ROBERT C SPARRER	2002 W 12600 S RIVERTON UT 84065	801-254-3327
MARK PARRISH	621 E 200 NORTH ROOSEVELT UT 84066	435-722-5822
JAMES C WATSON	5413 S 1900 W ROY UT 84067-2908	801-441-7553
JAMES C WATSON	4070 SOUTH MIDLAND DRIVE ROY UT 84067	801-441-7569
BOBBY J ROETZEL	36 SOUTH STATE ST SALT LAKE CITY UT 84111	801-322-5922
CHRISTINA E SPARRER-BAER	2310 E 2100 S SALT LAKE CITY UT 84109-1319	801-467-2311
CHRISTINA E SPARRER-BAER	242 S 700 E SALT LAKE CITY UT 84102-2106	801-532-9147
CHRISTINA E SPARRER-BAER	3289 E VALLEY ST SALT LAKE CITY UT 84109-4217	801-487-5615
CHRISTINA E SPARRER-BAER	916 W NORTH TEMPLE SALT LAKE CITY UT 84116-3350	801-521-4211
CHRISTINA E SPARRER-BAER	945 E 2100 S SALT LAKE CITY UT 84105	801-484-3382
CHRISTINA E SPARRER-BAER	1655 S REDWOOD RD SALT LAKE CITY UT 84104	801-973-0707
CHRISTINA E SPARRER-BAER	1665 W 700 N SALT LAKE CITY UT 84116	801-532-6876
BRENT C STRINGHAM	7024 S HIGHLAND DR SALT LAKE CITY UT 84121	801-733-9340
JAMES C WATSON	1533 S STATE ST SALT LAKE CITY UT 84115-1610	801-441-7552
JAMES C WATSON	1879 E 4800 S SALT LAKE CITY UT 84117-5110	801-277-6639
JAMES C WATSON	17 E 3300 SOUTH ST SALT LAKE CITY UT 84115	385-267-1179
JAMES C WATSON	210 W 5TH S SALT LAKE CITY UT 84106	801-441-7557
JAMES C WATSON	3890 S 1100 EAST SALT LAKE CITY UT 84115	801-265-9771
JAMES C WATSON	2064 S 300 W SALT LAKE CITY UT 84115	385-549-1914
TREVOR ROBERTS	9346 S 700 E SANDY UT 84070	801-561-1692
BRENT C STRINGHAM	10550 S 1300 E SANDY UT 84070	801-571-7341
BRENT C STRINGHAM	1896 E 9400 S SANDY UT 84092	801-619-0613
BRENT C STRINGHAM	NORTHWEST CORNER STATE ST AUTO MALL DR SANDY UT 84092	801-572-7805
ROBERT C SPARRER	173 EAST STATE ROAD 73 SARATOGA SPRINGS UT 84043	801-768-4477
WILLIAM R PETERSON	180 N MAIN SMITHFIELD UT 84335	435-563-3477
ROBERT C SPARRER	10381 S REDWOOD SOUTH JORDAN UT 84095	801-253-1491
ROBERT C SPARRER	11374 SOUTH RIVER HEIGHTS DRIVE SOUTH JORDAN UT 84095	801-282-0143
ROBERT C SPARRER	5434 W. DAYBREAK PARKWAY SOUTH JORDAN UT 84009	801-253-6047

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
BLAKE C TROESTER	3875 S WASHINGTON BLVD SOUTH OGDEN UT 84403	801-621-1951
DARRELL TROESTER	5745 SOUTH HARRISON BLVD SOUTH OGDEN UT 84403	801-479-4502
BOBBY J ROETZEL	950 E EXPRESSWAY LN SPANISH FORK UT 84660-1300	801-504-6160
BOBBY J ROETZEL	1455 N MAIN SPRINGVILLE UT 84663	801-491-6652
BOBBY J ROETZEL	NWC I-15 & 400 SOUTH SPRINGVILLE UT 84663	801-489-5668
BOBBY J ROETZEL	400 S/950 W SPRINGVILLE UT 84663	801-489-5668
MARK PARRISH	798 E SAINT GEORGE BLVD ST. GEORGE UT 84770	435-673-5938
MARK PARRISH	1235 S BLUFF ST. GEORGE UT 84770-5249	435-673-1422
MARK PARRISH	1911 W SUNSET BLVD ST. GEORGE UT 84770	435-688-2199
JAMES C WATSON	867 W 1700 S SYRACUSE UT 84075	801-441-7565
ROBERT C SPARRER	4217 S REDWOOD RD TAYLORSVILLE UT 84123	801-266-9615
ROBERT C SPARRER	5571 S REDWOOD RD TAYLORSVILLE UT 84123	801-261-3800
CHRISTINA E SPARRER-BAER	970 N MAIN TOOEELE UT 84074	435-882-3811
WILLIAM R PETERSON	2300 W MAIN ST TREMONTON UT 84337	435-257-6209
MARK PARRISH	1050 W HWY 40 VERNAL UT 84079	435-789-4007
MARK PARRISH	922 N COMMERCE BLVD WASHINGTON UT 84780	435-922-0832
MARK PARRISH	W. TELEGRAPH STREET WASHINGTON CITY UT 84780	435-652-6100
BOBBY J ROETZEL	500 SOUTH WEST BOUNTIFUL UT 84010	801-292-0426
BLAKE C TROESTER	2085 S 1100 W WEST HAVEN UT 84401	801-605-8350
ROBERT C SPARRER	1780 W 7800 S WEST JORDAN UT 84084	801-561-0217
ROBERT C SPARRER	1265 W 9000 S WEST JORDAN UT 84095	801-568-5184
ROBERT C SPARRER	3963 W 9000 S WEST JORDAN UT 84088	801-282-1700
CHRISTINA E SPARRER-BAER	4601 W 6200 S WEST JORDAN UT 84118	801-965-6407
CHRISTINA E SPARRER-BAER	5706 WEST 7800 SOUTH WEST JORDAN UT 84081	801-432-7566
CHRISTINA E SPARRER-BAER	3464 W 3500 S WEST VALLEY UT 84119	801-969-5192
CHRISTINA E SPARRER-BAER	3497 S 5600 W WEST VALLEY CITY UT 84120-1319	801-965-9058
CHRISTINA E SPARRER-BAER	5338 SOUTH 5600 WEST WEST VALLEY CITY UT 84118	801-890-0679
ALEKSANDER B HANSEN	610 W 2600 S WOODS CROSS UT 84010-8190	801-294-4361
MICHAEL J CARTER	525 CUMMINGS ST ABINGDON VA 24210	276-628-6242
MICHAEL J CARTER	1105 OLD BERRY DR ABINGDON VA 24210	276-628-4442
MICHAEL J CARTER	24482 LEE HIGHWAY ABINGDON VA 24211	276-676-0242
ANNE H BLAND	4803 LEESBURG PIKE ALEXANDRIA VA 22302	703-671-7753
LUIS E GAVIGNANO	1468 N BEAUREGARD ST ALEXANDRIA VA 22310	703-278-2484
LUIS C MATEOS	121 W GLEBE RD ALEXANDRIA VA 22305	703-549-4429
LUIS C MATEOS	7910 RICHMOND HWY ALEXANDRIA VA 22306	703-619-0524
LUIS C MATEOS	1000 N HENRY ST ALEXANDRIA VA 22314	571-312-3286
RAJESH SAINANI	7580 TELEGRAPH RD ALEXANDRIA VA 22315	703-922-4724
RAJESH SAINANI	5311 DUKE ST ALEXANDRIA VA 22304	703-751-7919
ASHLEY WELBURN	5600 FRANCONIA RD ALEXANDRIA VA 22310	703-971-8198
CRAIG T WELBURN, SR	6020 ROSE HILL DR ALEXANDRIA VA 22310	703-924-1945
THOMAS C ROCK	404 MAIN ST ALTAVISTA VA 24517	434-369-5885
ISAAC D GREEN	15175 PATRICK HENRY HWY AMELIA COURT HOUSE VA 23002	804-561-5544
MICHAEL W FREEMAN	135 RICHMOND HWY AMHERST VA 24521	434-946-9009
CRAIG T WELBURN, SR	7010 BRADLICK SHOPPING CENTER ANNANDALE VA 22003	703-813-6095
ANDREW WELBURN	HWY 460 & COURT ST APPOMATTOX VA 24522	434-352-2878
LUIS E GAVIGNANO	1100 S HAYES ST ARLINGTON VA 22202	703-418-4020
CARLOS R MATEOS	1800 NORTH LYNN STREET, SUITE 117 ARLINGTON VA 22209	571-257-7789
LUIS C MATEOS	2026 CONCESSIONS PENTAGON ARLINGTON VA 22209	703-920-3141
KYU HYUN RHEE	5009 WILSON BLVD ARLINGTON VA 22203	703-525-0522
KYU HYUN RHEE	40 N GLEBE RD ARLINGTON VA 22203	703-243-5694
RAJESH SAINANI	5005 COLUMBIA PIKE ARLINGTON VA 22204-2906	703-820-9042
RAJESH SAINANI	44131 ASHBURN SHOPPING PLZ ASHBURN VA 20147	703-729-5093
RAJESH SAINANI	43210 SOUTHERN WALK PLZ ASHBURN VA 20148	703-729-7906
LAURIE B BARNES	103 S CARTER RD ASHLAND VA 23005	804-798-5809
LAURIE B BARNES	10042 SLIDING HILL RD ASHLAND VA 23005	804-550-2906
LAURIE B BARNES	201 S WASHINGTON HWY ASHLAND VA 23005	804-798-6903
ADRIAN T SMITH	5745 VIRGINIA AVE BASSETT FORKS VA 24055	276-629-1796
KRISTINA GRUMIAUX	11027 MARSH RD BEALETON VA 22712	540-439-3308
DANIEL H JACKSON	1128 E LYNCHBURG SALEM TPKE BEDFORD VA 24523	540-586-5077
RAJESH SAINANI	420 MCNEIL DRIVE BERRYVILLE VA 22611	540-955-8728
JAKE FARIS	HWY 23 & 58 BIG STONE GAP VA 24219	276-523-2820
MICHAEL K GRIMM	110 TURNER ST BLACKSBURG VA 24060	540-552-2667
MICHAEL W FREEMAN	303 MAIN ST BLACKSTONE VA 23824	434-292-4977
JAKE FARIS	506 COMMERCE DR BLUEFIELD VA 24605	276-322-2947
LAURIE B BARNES	301 W BROADDUS AVE BOWLING GREEN VA 22427	804-633-1212
RAJESH SAINANI	8152 JOHN MOSBY HWY BOYCE VA 22620	540-837-1990
A PRICE BOXLEY IV	516 N MAIN BRIDGEWATER VA 22812	540-828-3841

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
MICHAEL J CARTER	2633 LEE HWY BRISTOL VA 24201	276-466-3522
HARJINDER SAINANI	5651 BURKE CENTRE PKY BURKE VA 22015	703-250-3652
CRAIG T WELBURN, SR	22492 LANKFORD HWY CAPE CHARLES VA 23310	757-331-1855
RAOUL GREGORY ALVAREZ	5931 FORT DR CENTREVILLE VA 20120	703-266-2741
RAJESH SAINANI	5633 STONE RD CENTREVILLE VA 20120	703-815-0480
RAJESH SAINANI	4424 BROOKFIELD CORPORATE DR CHANTILLY VA 20151	703-378-9204
RICHARD HENDRICKS II	941 EMMETT ST CHARLOTTESVILLE VA 22902	434-295-6092
RICHARD HENDRICKS II	100 TWENTYNINTH PLACE COURT CHARLOTTESVILLE VA 22901	434-973-3055
RICHARD HENDRICKS II	475 RIDGE-MCINTIRE RD CHARLOTTESVILLE VA 22903	434-977-2984
RICHARD HENDRICKS II	1294 STONEY POINT RD CHARLOTTESVILLE VA 22911	434-295-6677
RICHARD HENDRICKS II	3287 WORTH CROSSING CHARLOTTESVILLE VA 22911	434-975-1112
THOMAS C ROCK	USHY 29 & 703 CHATHAM VA 24531	434-432-2966
LEON DICKEY	1401 22ND ST CHESAPEAKE VA 23324	757-543-3086
KYLE HARMON	3350 S MILITARY HWY CHESAPEAKE VA 23323	757-487-5474
JOHN W MAYER, JR.	400 S BATTLEFIELD BLVD CHESAPEAKE VA 23322	757-482-3700
JOHN W MAYER, JR.	3937 PORTSMOUTH BLVD CHESAPEAKE VA 23321	757-488-5379
JOHN W MAYER, JR.	209 HILLCREST PARKWAY CHESAPEAKE VA 23322	757-432-8800
JAMES WHEELER	3212 WESTERN BRANCH BLVD CHESAPEAKE VA 23321	757-484-1356
LESLIE LYNNE WHEELER	1374 S MILITARY HWY CHESAPEAKE VA 23320	757-420-8296
LESLIE LYNNE WHEELER	673 N BATTLEFIELD BLVD CHESAPEAKE VA 23320	757-436-0341
LESLIE LYNNE WHEELER	805 VOLVO PKY CHESAPEAKE VA 23320	757-547-8850
LESLIE LYNNE WHEELER	401 CENTERVILLE TPKE S CHESAPEAKE VA 23322	757-546-0068
JENNIFER D YAW	1256 CEDAR RD CHESAPEAKE VA 23322	757-547-0358
THOMAS COLEMAN BISHOP, JR.	12530 JEFFERSON DAVIS HIGHWAY CHESTER VA 23831	804-748-9328
THOMAS COLEMAN BISHOP, JR.	13131 KINGSTON AVE CHESTER VA 23836	804-530-3453
MICHAEL D TRAUB	10300 IRON BRIDGE RD CHESTER VA 23831	804-768-0578
ISAAC D GREEN	14540 HANCOCK VILLAGE STREET CHESTERFIELD VA 23832	804-739-6051
MICHAEL J CARTER	309 S WHITETOP RD CHILHOWIE VA 24319	276-646-2291
CRAIG T WELBURN, SR	7039 MADDOX BLVD CHINCOTEAGUE VA 23336	757-336-3644
MICHAEL K GRIMM	1595 N FRANKLIN PLZ CHRISTIANSBURG VA 24073	540-382-3477
MICHAEL K GRIMM	2385 ROANOKE ST CHRISTIANSBURG VA 24073	540-382-4452
MICHAEL W FREEMAN	200 VIRGINIA AVE CLARKSVILLE VA 23927	434-374-3926
JAKE FARIS	116 COLLEY SHOPPING CENTER DR CLINTWOOD VA 24228	276-926-6983
ADRIAN T SMITH	2757 S VIRGINIA AVE COLLINSVILLE VA 24078	276-647-1947
LAURIE B BARNES	800 MCKINNEY BLVD COLONIAL BEACH VA 22443	804-224-9255
WILLIAM D BARNES, JR.	15700 WOODS EDGE RD COLONIAL HEIGHTS VA 23834	804-524-9590
CAREY BURNETT	1101 BOULEVARD COLONIAL HEIGHTS VA 23834	804-526-8268
CAREY BURNETT	411 S PARK CIR COLONIAL HEIGHTS VA 23834	804-526-8847
DANIEL H JACKSON	MALLOW MALL SHOP CNTR COVINGTON VA 24426	540-962-5660
CRAIG T WELBURN, SR	110 JAMES MADISON HIGHWAY CULPEPER VA 22701	540-825-5678
RAOUL GREGORY ALVAREZ	2891 DALE BLVD DALE CITY VA 22193	571-285-1322
CRAIG T WELBURN, SR	4245 DALE BLVD DALE CITY VA 22193	703-680-2994
CRAIG T WELBURN, SR	13698 MAPLEDALE AVE DALE CITY VA 22193	703-670-4120
ADRIAN T SMITH	348 OLD RIVERSIDE DR DANVILLE VA 24541	434-797-2249
ADRIAN T SMITH	1435 PINEY FOREST RD DANVILLE VA 24540	434-836-4534
ADRIAN T SMITH	1463 S BOSTON RD DANVILLE VA 24540	434-793-1851
ADRIAN T SMITH	683 W MAIN ST DANVILLE VA 24541-0000	434-799-2690
ANDREW WELBURN	14009-16 BUCKINGHAM CENTRE DILLWYN VA 23936	434-983-2809
MICHAEL K GRIMM	ROUTE 1 BOX 117 DUBLIN VA 24084	540-674-1722
JAKE FARIS	US 23 & US 58 DUFFIELD VA 24244	276-690-7657
LUIS C MATEOS	18050 TRIANGLE PLAZA DUMFRIES VA 22026	703-634-2283
CRAIG T WELBURN, SR	17340 DUMFRIES ROAD DUMFRIES VA 22026	703-221-8586
A PRICE BOXLEY IV	161 W ROCKINGHAM RD ELKTON VA 22827	540-298-0450
ISAAC D GREEN	905 MARKET DR EMPORIA VA 23847	434-634-9695
CRAIG T WELBURN, SR	4183 LANKFORD HWY EXMORE VA 23350	757-442-3534
RAOUL GREGORY ALVAREZ	13003 LEE JACKSON MEMORIAL HIGHWAY FAIRFAX VA 22033	703-378-4631
RAOUL GREGORY ALVAREZ	12700 SHOPS LN FAIRFAX VA 22033	703-968-3620
ANNE H BLAND	4040 GERMANTOWN RD FAIRFAX VA 22030	703-352-5264
MICHAEL T BLAND	3951 PICKETT RD FAIRFAX VA 22030	703-503-9116
RAJESH SAINANI	10775 LEE HWY FAIRFAX VA 22030	703-591-7557
RAJESH SAINANI	3195 OLD LEE HWY FAIRFAX VA 22030	703-352-2623
RAJESH SAINANI	10645 BRADDOCK RD FAIRFAX VA 22032	703-278-0357
MICHAEL W FREEMAN	44 STERRETT ROAD FAIRFIELD VA 24435	540-458-0400
RAOUL GREGORY ALVAREZ	3009 GALLOWS RD FALLS CHURCH VA 22042	703-573-3049
ANNE H BLAND	5603 LEESBURG PIKE FALLS CHURCH VA 22041	703-998-6627
RAJESH SAINANI	6729 ARLINGTON BLVD FALLS CHURCH VA 22042	703-241-1488
RAJESH SAINANI	7101 LEESBURG PIKE FALLS CHURCH VA 22043	703-538-6324

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CRAIG T WELBURN, SR	44 STAN STEAD RD FALMOUTH VA 22403	540-373-0900
ANDREW WELBURN	306 S MAIN ST FARMVILLE VA 23901	434-392-3406
RICHARD HENDRICKS II	715 TINKLING SPRING RD FISHERSVILLE VA 22939	540-337-0420
TROY A COOPER	17949 FOREST RD FOREST VA 24551	434-385-7879
TROY A COOPER	14901 FOREST RD FOREST VA 24551	434-525-2758
BILL M TAYLOR	1650 ARMORY DR FRANKLIN VA 23851	757-562-7822
COURTNEY W HOLEMAN	4301 PLANK RD FREDERICKSBURG VA 22407	540-785-8532
CRAIG B WELBURN, JR	5420 JEFFERSON DAVIS HIGHWAY FREDERICKSBURG VA 22401	540-891-0142
CRAIG B WELBURN, JR	545 FERRY RD FREDERICKSBURG VA 22405	540-878-6140
CRAIG B WELBURN, JR	2300 PLANK RD FREDERICKSBURG VA 22401	703-420-9636
CRAIG B WELBURN, JR	1203 WARRENTON RD FREDERICKSBURG VA 22406	888-317-0904
CRAIG T WELBURN, SR	1212 EMANCIPATION HWY FREDERICKSBURG VA 22401	540-371-4525
CRAIG T WELBURN, SR	10601 PATRIOT HIGHWAY FREDERICKSBURG VA 22401	540-898-0344
CRAIG T WELBURN, SR	3102-A PLANK RD FREDERICKSBURG VA 22401	540-786-6533
CRAIG T WELBURN, SR	316 BUTLER RD FREDERICKSBURG VA 22405	540-373-3743
CRAIG T WELBURN, SR	1701 CARL D SILVER PKY FREDERICKSBURG VA 22401	540-548-1587
CRAIG T WELBURN, SR	5642 PLANK RD FREDERICKSBURG VA 22407	540-785-1870
NICHOLAS J NERANGIS, JR.	408 SOUTH STREET FRONT ROYAL VA 22630	540-635-5365
NICHOLAS J NERANGIS, JR.	9846 WINCHE STER ROAD FRONT ROYAL VA 22630	540-636-8937
MARK C PAINTER	953 E STUART DR GALAX VA 24333	276-236-9791
JAKE FARIS	119 GATEWAY PLAZA GATE CITY VA 24251	276-386-2598
WILLIAM D BARNES, JR.	10000 BROOK RD GLEN ALLEN VA 23060	804-264-1212
ISAAC D GREEN	9751 W BROAD ST GLEN ALLEN VA 23060	804-346-9572
ISAAC D GREEN	11218 W BROAD ST GLEN ALLEN VA 23060	804-364-4873
ISAAC D GREEN	11311 NUCKOLS RD GLEN ALLEN VA 23059	804-346-8744
JAMES WHEELER	7099 GEORGE WASHINGTON MEMORIAL BLVD GLOUCESTER VA 23061	804-694-4810
CRAIG B WELBURN, JR	11445 JAMES MADISON HWY GORDONSVILLE VA 22942	434-589-6753
AMANDA RUCKER	104 VADEN DRIVE GRETNA VA 24557	434-656-3711
GIUSEPPE GIAIMO	1101 W QUEEN ST HAMPTON VA 23669	757-722-1614
GIUSEPPE GIAIMO	601 ABERDEEN RD HAMPTON VA 23661	757-838-1270
GIUSEPPE GIAIMO	4045 W MERCURY BLVD HAMPTON VA 23666	757-788-8590
GIUSEPPE GIAIMO	217 FOX HILL RD HAMPTON VA 23669	757-848-1031
JENNIFER SMITH	1534 E PEMBROKE AVE HAMPTON VA 23669	757-723-7448
JENNIFER SMITH	1131 W MERCURY BLVD HAMPTON VA 23666	757-826-0690
JENNIFER SMITH	9 SEMPLE FARM RD HAMPTON VA 23666	757-865-0643
JENNIFER SMITH	236 S MALLORY ST HAMPTON VA 23669	757-723-3656
JENNIFER SMITH	1196 BIG BETHEL RD HAMPTON VA 23666	757-838-3056
A PRICE BOXLEY IV	98 CARLTON ST HARRISONBURG VA 22801	540-434-0055
A PRICE BOXLEY IV	2387 S MAIN ST HARRISONBURG VA 22801	540-434-6061
A PRICE BOXLEY IV	1091 PORT REPUBLIC RD HARRISONBURG VA 22801	540-442-9992
A PRICE BOXLEY IV	1880 E MARKET ST HARRISONBURG VA 22801	540-574-6030
JAMES WHEELER	2413 GEORGE WASHINGTON MEMORIAL HWY HAYES VA 23072	804-642-5117
CASSANDRA PAINTER	1877 CARROLLTON PIKE HILLSVILLE VA 24343	276-728-3384
THOMAS COLEMAN BISHOP, JR.	3309 OAKLAWN BLVD HOPEWELL VA 23860	804-458-0783
THOMAS COLEMAN BISHOP, JR.	5214 OAKLAWN BLVD HOPEWELL VA 23860	804-458-4500
LAURIE B BARNES	VIRGINIA STREET HIGHWAY 3 KILMARNOCK VA 22482	804-435-2331
LAURIE B BARNES	5265 JAMES MADISON PKY KING GEORGE VA 22485	540-663-2385
RAOUL GREGORY ALVAREZ	12730 HARBOR DR LAKE RIDGE VA 22192	703-491-5563
KAREN E GAINEY	227 OLD PIPERS GAP ROAD LAMBSBURG VA 24351	276-755-3003
JAKE FARIS	1158 E MAIN STREET LEBANON VA 24266	276-889-3726
DANIEL H JACKSON	62 E MIDLAND TRL LEXINGTON VA 24450	540-463-3600
CRAIG B WELBURN, JR	5480 GERMANNA HWY LOCUST GROVE VA 22508	540-972-0004
CRAIG B WELBURN, JR	9398 RICHMOND HWY LORTON VA 22079	888-317-0904
JUSTIN WILLIAMS	406 E. MAIN ST. LOUISA VA 23093	540-967-2878
MICHAEL W FREEMAN	US 29 BYPASS & CALOHILL LOVINGSTON VA 22949	434-263-8066
DANIEL H JACKSON	9200 WINTERBERRY AVENUE LOW MOOR VA 24457	540-862-4078
A PRICE BOXLEY IV	1020 US HIGHWAY 211W LURAY VA 22835	540-743-6677
TROY A COOPER	2135 WARDS RD LYNCHBURG VA 24502	434-239-7852
TROY A COOPER	3108 OLD FOREST RD LYNCHBURG VA 24501	434-385-7828
TROY A COOPER	21047 TIMBERLAKE RD LYNCHBURG VA 24502	434-239-8025
TROY A COOPER	2325 MEMORIAL AVE LYNCHBURG VA 24501	434-845-5943
TROY A COOPER	4030 WARDS RD LYNCHBURG VA 24502	434-239-3257
CRAIG B WELBURN, JR	327 WASHINGTON ST. MADISON VA 22727	540-948-9036
ANDREW WELBURN	4971 S AMHERST HIGHWAY MADISON HEIGHTS VA 24504	434-528-5449
ISAAC D GREEN	22 BROAD STREET MANAKIN SABOT VA 23103	804-784-2935
JACOB HORST, JR.	8300 SUDLEY RD MANASSAS VA 20109	703-335-2817
JACOB HORST, JR.	8203 SUDLEY RD MANASSAS VA 20109	703-368-0777

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
JACOB HORST, JR.	9401 LIBERIA AVE MANASSAS VA 20110	703-330-9925
LUIS E GAVIGNANO	8287 SHOPPERS SQUARE MANASSAS PARK VA 20111	571-428-2944
JAKE FARIS	1120 N MAIN ST MARION VA 24354	276-783-7339
LUIS E GAVIGNANO	4215 WINCHESTER ROAD MARSHALL VA 20115	540-364-8198
ADRIAN T SMITH	2756 GREENSBORO RD MARTINSVILLE VA 24112	276-632-7488
ADRIAN T SMITH	202 COMMONWEALTH AVE MARTINSVILLE VA 24112	276-638-4343
HEATHER CULLEN	RT 2-BOX 428 MAX MEADOWS VA 24360	276-637-6339
KENNETH FOSTER, III	7937 L TYSON CENTER MALL MCLEAN VA 22102	703-286-0364
MICHAEL J CARTER	13365 GLENBROOK AVE MEADOWVIEW VA 24361	276-695-9030
WILLIAM D BARNES, JR.	7059 MECHANICSVILLE PIKE MECHANICSVILLE VA 23111	804-746-1747
COREY R HOLEMAN	9145 CHAMBERLAYNE RD MECHANICSVILLE VA 23116	804-730-6783
RAJESH SAINANI	7453 VALLEY PIKE MIDDLETOWN VA 22645	540-869-8015
WILLIAM D BARNES, JR.	13170 MIDLOTHIAN TPKE MIDLOTHIAN VA 23113	804-794-4925
ISAAC D GREEN	10201 HULL ST RD MIDLOTHIAN VA 23112	804-276-3826
ISAAC D GREEN	13011 HULL ST MIDLOTHIAN VA 23112	804-744-6710
A PRICE BOXLEY IV	995 FREIDENS CHURCH ROAD MT. CRAWFORD VA 22841	540-801-8829
A PRICE BOXLEY IV	171 W OLD CROSSROAD NEW MARKET VA 22844	540-740-8484
CRAIG T WELBURN, SR	8055 ALBAN RD NEWINGTON VA 22150	703-912-9684
GIUSEPPE GIAIMO	2601 JEFFERSON NEWPORT NEWS VA 23605	757-586-5756
GIUSEPPE GIAIMO	6100 JEFFERSON AVE NEWPORT NEWS VA 23605	757-896-3995
JENNIFER SMITH	652 J CLYDE MORRIS BLVD NEWPORT NEWS VA 23601	757-599-3044
JENNIFER SMITH	12105 JEFFERSON AVE NEWPORT NEWS VA 23602	757-249-1372
JENNIFER SMITH	12705 JEFFERSON AVE NEWPORT NEWS VA 23602	757-833-3459
JENNIFER SMITH	12487 WARWICK BLVD NEWPORT NEWS VA 23606	757-591-1808
LESLIE LYNNE WHEELER	417 DENBIGH BLVD NEWPORT NEWS VA 23602	757-874-2233
LESLIE LYNNE WHEELER	15480 WARWICK BLVD NEWPORT NEWS VA 23602	757-887-5161
LEON DICKEY	9635 DUFFYS LN NORFOLK VA 23503	757-583-9015
LEON DICKEY	7900 SHORE DR NORFOLK VA 23518	757-587-5240
LEON DICKEY	4125 GRANBY ST NORFOLK VA 23504	757-622-4515
LEON DICKEY	8300 HAMPTON BLVD NORFOLK VA 23505	757-423-0134
LEON DICKEY	8402 TIDEWATER DR NORFOLK VA 23518	757-588-5675
LEON DICKEY	3679 SEWELLS POINT RD NORFOLK VA 23513	757-961-9233
LEON DICKEY	1632 E LITTLE CREEK RD NORFOLK VA 23518	757-583-2242
LEON DICKEY	4108 HAMPTON BLVD NORFOLK VA 23508	757-423-1977
LEON DICKEY	1046 CAMPOSTELLA RD NORFOLK VA 23523	804-560-4407
LEON DICKEY	211 E LITTLE CREEK RD NORFOLK VA 23505	757-480-3012
LEON DICKEY	PIER 12, NORFOLK NAVAL STATION NORFOLK VA 23511	757-390-3071
HUGH FARD	745 N NEWTOWN RD NORFOLK VA 23502	757-461-3050
ISAAC D GREEN	5761 E VIRGINIA BEACH BLVD NORFOLK VA 23502	757-461-1770
CRAIG T WELBURN, SR	25297 LANKFORD HWY ONLEY VA 23418	757-787-7888
CRAIG B WELBURN, JR	153 MADISON RD. ORANGE VA 22960	540-672-2422
MICHAEL K GRIMM	1801 WENONAH AVENUE PEARISBURG VA 24134	540-921-3193
JAKE FARIS	42357 E MORGAN AVE PENNINGTON GAP VA 24277	276-546-4851
THOMAS COLEMAN BISHOP, JR.	1206 COURTHOUSE RD PETERSBURG VA 23803	804-861-8048
THOMAS COLEMAN BISHOP, JR.	4914 BOYDTON PLANK RD PETERSBURG VA 23803	804-733-7124
THOMAS COLEMAN BISHOP, JR.	2139 S CRATER ROAD PETERSBURG VA 23805	804-861-0655
LESLIE LYNNE WHEELER	431 WYTHE CREEK RD POQUOSON VA 23662	757-868-6687
ISAAC D GREEN	2716 AIRLINE BLVD PORTSMOUTH VA 23701	757-488-8186
FRANK D HARMON	2000 VICTORY BLVD PORTSMOUTH VA 23702	757-487-1958
JOHN W MAYER, JR.	801 LONDON BLVD PORTSMOUTH VA 23704	757-393-7945
JAKE FARIS	12253 GOVERNOR GC PERRY HWY POUNDING MILL VA 24637	276-963-0054
WILLIAM D BARNES, JR.	2485 ANDERSON HIGHWAY POWHATAN VA 23139	804-598-6289
HEATHER CULLEN	925 E MAIN ST PULASKI VA 24301	540-980-8426
LUIS C MATEOS	3500 A RUSSELL ROAD QUANTICO VA 22134-2200	703-221-0410
WILLIAM D BARNES, JR.	2138 POCAHONTAS TRAIL QUINTON VA 23141	804-932-4183
MICHAEL K GRIMM	7484 LEE HIGHWAY RADFORD VA 24141	540-639-6354
JAKE FARIS	2659 W FRONT STREET RICHLANDS VA 24641	276-963-9866
LAURIE B BARNES	2300 WILLIS RD RICHMOND VA 23237	804-271-4593
WILLIAM D BARNES, JR.	5520 W BROAD ST RICHMOND VA 23230	804-282-7514
WILLIAM D BARNES, JR.	6808 MIDLOTHIAN TURNPIKE RICHMOND VA 23225	804-276-3219
WILLIAM D BARNES, JR.	7400 HULL ST RD RICHMOND VA 23235	804-745-2555
WILLIAM D BARNES, JR.	5925 HOPKINS RD RICHMOND VA 23234	804-743-1843
WILLIAM D BARNES, JR.	9210 MIDLOTHIAN PIKE RICHMOND VA 23235	804-320-7324
WILLIAM D BARNES, JR.	9006 HUGUENOT RD RICHMOND VA 23235	804-323-4115
WILLIAM D BARNES, JR.	2700 W BROAD ST RICHMOND VA 23220	804-213-0717
WILLIAM D BARNES, JR.	6850 FOREST HILL AVE RICHMOND VA 23225	804-323-1970
LUIS E GAVIGNANO	8210 BROOK RD RICHMOND VA 23227	804-264-3512



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
LUIS E GAVIGNANO	1800 E BROAD ST RICHMOND VA 23223	804-783-8152
LUIS E GAVIGNANO	8975 STAPLES MILL ROAD RICHMOND VA 23228	804-755-1267
ISAAC D GREEN	8060 W BROAD ST RICHMOND VA 23294	804-270-7918
ISAAC D GREEN	11280 PATTERSON AVE RICHMOND VA 23233	804-740-3094
ISAAC D GREEN	7527 STAPLES MILL RD RICHMOND VA 23294	804-266-8600
ISAAC D GREEN	11125 MIDLOTHIAN TPKE RICHMOND VA 23235	804-794-4005
ISAAC D GREEN	1778 PARHAM RD RICHMOND VA 23294	804-747-1534
ISAAC D GREEN	3410 W CARY ST RICHMOND VA 23221	804-355-4123
ISAAC D GREEN	7118 W BROAD ST RICHMOND VA 23294	804-672-9461
ISAAC D GREEN	4435 COMMERCE RD RICHMOND VA 23234	804-743-2906
COREY R HOLEMAN	2011 CHAMBERLAYNE AVE RICHMOND VA 23222	804-321-3405
COREY R HOLEMAN	4708 WILLIAMSBURG RD RICHMOND VA 23231	804-222-2521
COREY R HOLEMAN	607 E LABURNUM AVE RICHMOND VA 23222	804-329-1237
COURTNEY W HOLEMAN	5106 NINE MILE RD RICHMOND VA 23223	804-737-4262
COURTNEY W HOLEMAN	2306 AND 2310 MECHANICSVIL TPKE RICHMOND VA 23223	804-643-3180
COURTNEY W HOLEMAN	4423 S LABURNUN AVE RICHMOND VA 23231	804-222-3204
MICHAEL D TRAUB	4110 HULL ST RICHMOND VA 23224	804-233-8449
MICHAEL D TRAUB	708 HULL ST RICHMOND VA 23224	804-231-3807
MICHAEL K GRIMM	701 WILLIAMSON RD ROANOKE VA 24016	540-345-2241
MICHAEL K GRIMM	3402 ORANGE AVE ROANOKE VA 24012	540-342-3070
MICHAEL K GRIMM	8115 PLANTATION RD ROANOKE VA 24019	540-362-7927
MICHAEL K GRIMM	1335 HERSHBURGER RD ROANOKE VA 24012	540-362-9417
MICHAEL K GRIMM	2071 ELECTRIC RD ROANOKE VA 24018	540-774-5248
MEAGAN SALLADE	2801 FRANKLIN RD SW ROANOKE VA 24014	540-345-4434
AMANDA RUCKER	970 TANYARD ROAD ROCKY MOUNT VA 24151	540-483-0711
RICHARD HENDRICKS II	26 STONE RIDGE DRIVE NORTH RUCKERSVILLE VA 22968	434-990-0017
HEATHER CULLEN	4153 BLACKLICK RD RURAL RETREAT VA 24368	276-686-5562
TROY A COOPER	11059 WARDS ROAD RUSTBURG VA 24588	434-821-3227
LAURIE B BARNES	I 95 & HWY 207 RUTHER GLEN VA 22546	804-448-4702
CRAIG B WELBURN, JR	8265 LADYSMITH ROAD RUTHER GLEN VA 22546	804-448-4600
MICHAEL K GRIMM	1203 W MAIN ST SALEM VA 24153	540-387-3756
MICHAEL K GRIMM	101 ELECTRIC RD SALEM VA 24153	540-986-2015
MICHAEL K GRIMM	2072 APPERSON DR SALEM VA 24153	540-774-6295
ISAAC D GREEN	770 MOORE FERRY ROAD SKIPPERS VA 23879	434-336-1888
BILL M TAYLOR	1811 S CHURCH ST SMITHFIELD VA 23430	757-357-6116
MICHAEL W FREEMAN	HWY 58 & RTE 501 SOUTH BOSTON VA 24592	434-575-0972
MICHAEL W FREEMAN	RT 501 & CHERRY AVE SOUTH BOSTON VA 24592	434-575-0796
ISAAC D GREEN	916 E ATLANTIC ST SOUTH HILL VA 23970	434-447-4338
ISAAC D GREEN	1846 NORTH MECKLENBURG AVENUE SOUTH HILL VA 23670	434-447-3725
RAOUL GREGORY ALVAREZ	43250 DEFENDER DR SOUTH RIDING VA 20152	703-327-8449
COURTNEY W HOLEMAN	10607 HILLTOP PLAZA WAY SPOTSYLVANIA VA 22553	540-891-7646
JOSEPH E MONTOKA	8976 BURKE LAKE RD SPRINGFIELD VA 22151	703-261-6947
CRAIG B WELBURN, JR	7909 ROLLING RD SPRINGFIELD VA 22153	540-847-9745
CRAIG T WELBURN, SR	5506 BACKLICK RD SPRINGFIELD VA 22151	703-658-0069
CRAIG T WELBURN, SR	6220 BACKLICK RD SPRINGFIELD VA 22150	703-455-8879
JAKE FARIS	16393 BUSH PLACE ST. PAUL VA 24224	276-762-5088
CRAIG T WELBURN, SR	190 GARRISONVILLE RD STAFFORD VA 22554-1522	540-659-5856
CRAIG T WELBURN, SR	2862 JEFFERSON DAVIS HWY STAFFORD VA 22554	540-659-1600
CRAIG T WELBURN, SR	893 GARRISONVILLE RD STAFFORD VA 22554	540-720-2911
RICHARD HENDRICKS II	130 LEE JACKSON HIGHWAY STAUNTON VA 24401	540-885-1170
RICHARD HENDRICKS II	RICHMOND HWY & FRONTIER DRIVE STAUNTON VA 24401	540-887-3314
RICHARD HENDRICKS II	3499 LEE JACKSON HIGHWAY STAUNTON VA 24401	540-688-3402
RAJESH SAINANI	1131 AYLOR RD STEPHENS CITY VA 22655	540-869-6474
HARJINDER SAINANI	21730 TOWNCENTER PLZ STERLING VA 20164	703-433-0860
RAJESH SAINANI	20880 PIDGEON HILL DR STERLING VA 20165	703-421-8845
RAJESH SAINANI	45415 DULLES CROSSING PLZ STERLING VA 20166	571-434-8742
RAJESH SAINANI	23500 OVERLAND DRIVE STERLING VA 20166	703-661-6494
RAM TAKATA	33899 OLD VALLEY PIKE STRASBURG VA 22657	540-465-2500
BILL M TAYLOR	601 N MAIN ST SUFFOLK VA 23434	757-539-0279
BILL M TAYLOR	1513 HOLLAND RD SUFFOLK VA 23434	757-934-3903
LESLIE LYNNE WHEELER	6201 COLLEGE DR SUFFOLK VA 23435	757-638-0414
LAURIE B BARNES	RT 360/17 ESSEX SQUARE TAPPAHANNOCK VA 22560	804-443-4515
JAKE FARIS	621 TAZEWEILL AVE TAZEWEILL VA 24651	276-979-1115
CRAIG T WELBURN, SR	5205 MUDD TAVERN ROAD THORNBURG VA 22565	540-582-2070
GIUSEPPE GIAIMO	9193 BARHAMSVILLE RD TOANO VA 23168	757-794-3037
MICHAEL K GRIMM	2554 LEE HWY S TROUTVILLE VA 24175	540-992-5540
JAKE FARIS	US HIGHWAY 460 VANSANT VA 24656	276-935-4652

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
RICHARD HENDRICKS II	252 LAUREL HILL RD VERONA VA 24482	540-248-4600
ROBERT LEWIS	809 HARDY RD VINTON VA 24179	540-345-9291
LEON DICKEY	2876 SHORE DR VIRGINIA BEACH VA 23451	757-481-4578
HUGH FARD	4608 HAYGOOD RD VIRGINIA BEACH VA 23455	757-464-0802
HUGH FARD	5833 NORTHAMPTON BLVD VIRGINIA BEACH VA 23455	757-460-0241
HUGH FARD	5349 INDIAN RIVER RD VIRGINIA BEACH VA 23464	757-420-1930
HUGH FARD	4696 BONNEY RD VIRGINIA BEACH VA 23452	757-497-2700
HUGH FARD	3736 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452	757-463-4679
HUGH FARD	701 CHIMNEY HILL PKY VIRGINIA BEACH VA 23462	757-340-6335
HUGH FARD	1828 KEMPSVILLE RD VIRGINIA BEACH VA 23464	757-479-1008
HUGH FARD	2432 PRINCESS ANNE RD VIRGINIA BEACH VA 23456	757-430-1106
HUGH FARD	2037 LYNNHAVEN PKY VIRGINIA BEACH VA 23456	757-471-8816
HUGH FARD	5236 PROVIDENCE RD VIRGINIA BEACH VA 23464	757-467-0081
HUGH FARD	773 LYNNHAVEN PKWY VIRGINIA BEACH VA 23452	757-689-2402
PAUL W SMITH	2097 GENERAL BOOTH BLVD VIRGINIA BEACH VA 23454	757-427-2621
PAUL W SMITH	404 BIRDNECK RD VIRGINIA BEACH VA 23451	757-437-7297
LESLIE LYNNE WHEELER	6680 INDIAN RIVER RD VIRGINIA BEACH VA 23462	757-420-6804
JENNIFER D YAW	601 FIRST COLONIAL RD VIRGINIA BEACH VA 23454	757-425-9416
KRISTINA GRUMIAUX	10068 JAMES MADISON HWY WARRENTON VA 20186	540-439-3306
CRAIG T WELBURN, SR	351 BROADVIEW AVE WARRENTON VA 20186	540-935-2409
LAURIE B BARNES	4188 RICHMOND RD WARSAW VA 22572	804-333-9689
THOMAS COLEMAN BISHOP, JR.	104 N COUNTY DR WAVERLY VA 23890	804-834-2964
A PRICE BOXLEY IV	720 TOWN CENTER DRIVE WAYNESBORO VA 22980	540-943-8525
RICHARD HENDRICKS II	1501 W MAIN ST WAYNESBORO VA 22980	540-943-3949
GIUSEPPE GIAIMO	432 14TH STREET WEST POINT VA 23181	804-597-1075
SCOTT R FLOEGEL	6473 RICHMOND RD WILLIAMSBURG VA 23188	757-565-1532
SCOTT R FLOEGEL	4521 JOHN TYLER HWY WILLIAMSBURG VA 23185	757-253-2088
FRANK D HARMON	1901 POCOHANTAS TRL WILLIAMSBURG VA 23185	757-229-5030
FRANK D HARMON	329 2ND ST WILLIAMSBURG VA 23185	757-220-0630
LESLIE LYNNE WHEELER	1620 RICHMOND RD WILLIAMSBURG VA 23185	757-220-2026
NICHOLAS J NERANGIS	6 VALLEY AVE WINCHESTER VA 22601	540-667-0033
NICHOLAS J NERANGIS	1887 AMHERST ST WINCHESTER VA 22601	540-662-9775
NICHOLAS J NERANGIS, JR.	1801 PLEASANT VALLEY RD WINCHESTER VA 22601	540-667-1666
NICHOLAS J NERANGIS, JR.	1124 BERRYVILLE AVE WINCHESTER VA 22601	540-667-1435
NICHOLAS J NERANGIS, JR.	210 KERNSTOWN COMMONS BOULEVARD WINCHESTER VA 22602	540-868-0126
NICHOLAS J NERANGIS, JR.	111 MERCHANT ST WINCHESTER VA 22603	540-545-8657
RAJESH SAINANI	222 GROCERY AVE WINCHESTER VA 22602	540-722-6155
RAJESH SAINANI	250 RIVENDELL CT WINCHESTER VA 22603	540-665-9645
JAKE FARIS	106 WOODLAND DR WISE VA 24293	276-328-2829
RAOUL GREGORY ALVAREZ	1480 OLD BRIDGE RD WOODBRIDGE VA 22192	703-491-7590
RAOUL GREGORY ALVAREZ	14362 GIDEON DR WOODBRIDGE VA 22193	703-490-6691
RAOUL GREGORY ALVAREZ	13840 NOBLEWOOD PLZ WOODBRIDGE VA 22193	703-670-6203
JEREMY HORST	14075 SHOPPERS BEST WAY WOODBRIDGE VA 22192	703-730-0461
JEREMY HORST	13761 RICHMOND HWY WOODBRIDGE VA 22191	703-494-8700
CRAIG T WELBURN, SR	14591 JEFFERSON DAVIS HWY WOODBRIDGE VA 22191	703-494-6444
CRAIG T WELBURN, SR	4309 MERCHANT PLZ WOODBRIDGE VA 22192-5090	703-878-4146
A PRICE BOXLEY IV	335 W RESERVOIR ST WOODSTOCK VA 22664	540-459-5301
HEATHER CULLEN	1195 N 4TH ST WYTHEVILLE VA 24382	276-228-5714
JENNIFER SMITH	2635 GEORGE WASHINGTON MEMORIAL HWY YORKTOWN VA 23693	757-867-6228
JAMES WHEELER	8129 GEO WASHNGTN HWY YORKTOWN VA 23692	757-898-9833
CHARLES T COUGHLIN	1332 US RTE 302 BARRE VT 05641	802-479-9757
CHARLES T COUGHLIN	478 S BARRE RD BARRE VT 05641	802-476-4400
CHARLES T COUGHLIN	112 NORTHSIDE DR BENNINGTON VT 05201	802-442-8803
PETER NAPOLI	1027 PUTNEY RD BRATTLEBORO VT 05301	802-254-8528
PETER NAPOLI	79 HEINEBERG RD COLCHESTER VT 05446	802-863-9707
PETER NAPOLI	44 S PARK DR COLCHESTER VT 05446	802-655-7747
JAMES BARTLEY	4518 US RTE 5 DERBY VT 05829	802-334-7793
PETER NAPOLI	41 JAYVIEW DR ENOSBURG FALLS VT 05450	802-933-6633
PETER NAPOLI	71 UPPER MAIN ST ESSEX VT 05452	802-879-5300
PETER NAPOLI	106 PEARL ST ESSEX JUNCTION VT 05452	802-878-8722
WILLIAM R MARCELLUS	22 WASHINGTON STREET EXT FAIR HAVEN VT 05743	802-265-2028
MICHAEL MARCELLUS	2822 ROUTE 7 FERRISBURGH VT 05456	802-870-7155
JAMES BARTLEY	110 BROAD STREET LYNDONVILLE VT 05851	802-626-3348
JOSEPH SPADEA	180 DEPOT STREET MANCHESTER VT 05255	802-362-5170
CHARLES T COUGHLIN	280 COURT ST MIDDLEBURY VT 05753	802-388-7177
PETER NAPOLI	5 HAYDENBERRY DR MILTON VT 05468	802-893-4260
PETER NAPOLI	105 MORRISVILLE PLZ MORRISVILLE VT 05661	802-888-4110

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHARLES T COUGHLIN	1869 VT ROUTE 66 RANDOLPH VT 05060	802-728-6261
CHARLES T COUGHLIN	182 SOUTH MAIN ST RUTLAND VT 05701	802-773-0720
CHARLES T COUGHLIN	195 WOODSTOCK AVE RUTLAND VT 05701	802-775-0267
PETER NAPOLI	183 SWANTON RD SAINT ALBANS VT 05478	802-524-3615
PETER NAPOLI	1205 WILLISTON RD SOUTH BURLINGTON VT 05403	802-863-3543
PETER NAPOLI	1125 SHELBURNE RD SOUTH BURLINGTON VT 05403	802-864-9322
CHARLES T COUGHLIN	1 CHESTER ROAD SPRINGFIELD VT 05156	802-885-3820
PETER NAPOLI	153 FIRST ST SWANTON VT 05488	802-868-9044
PETER NAPOLI	45 BESWICK DR WHITE RIVER JUNCTION VT 05001	802-295-9816
DENNY LIU	1101 E WISHKAH ST ABERDEEN WA 98520-4222	360-533-6616
MARK J RAY, JR.	12002 W SUNSET HWY AIRWAY HEIGHTS WA 99001	509-244-2092
BARBARA JOHNSON	1301 COMMERCIAL ST ANACORTES WA 98221-2139	360-293-7807
BARBARA JOHNSON	7607 NE 204TH ARLINGTON WA 98223	360-435-3921
LAUREN MORRIS	3529 172ND ST NE ARLINGTON WA 98223-8758	360-658-7337
WILLIAM K CHO	3920 A ST SE AUBURN WA 98002	253-833-3305
WILLIAM K CHO	1304 OUTLET COLLECTION WAY SW AUBURN WA 98001	253-288-9600
WILLIAM K CHO	1400 LAKE TAPPS WAY AUBURN WA 98092	253-288-0108
STANLEY C PENNOCK	1531 AUBURN WAY N AUBURN WA 98002-3307	253-833-8011
STANLEY C PENNOCK	702 AUBURN WAY S AUBURN WA 98002-6029	253-833-9458
BRIAN M BEAULAURIER	501 HIGH SCHOOL RD NE BAINBRIDGE ISLAND WA 98110-1622	206-842-1290
MATTHEW J HADWIN	515 W MAIN ST BATTLE GROUND WA 98604	360-687-9666
KARRIE PARKER	NE 24200 STATE ROUTE 3 BELFAIR WA 98528-9626	360-275-9293
RAMON GOMEZ ESTATE	1401 156TH AVE NE BELLEVUE WA 98004	425-746-3432
RAMON GOMEZ ESTATE	4056 FACTORIA BLVD BELLEVUE WA 98006	425-641-0464
SALVATORE MUSCARDIN	13841 NE 20TH BELLEVUE WA 98005-2012	425-643-0466
M DAVID SANTILLANES JR.	3239 156TH AVE SE BELLEVUE WA 98007-6528	425-641-5181
BARBARA JOHNSON	1914 KING ST BELLINGHAM WA 98225-4237	360-734-6890
BARBARA JOHNSON	101 W TELEGRAPH RD BELLINGHAM WA 98226-5560	360-647-1828
BARBARA JOHNSON	112 SAMISH WAY BELLINGHAM WA 98225	360-676-9833
BARBARA JOHNSON	2433 E BAKERVIEW ROAD BELLINGHAM WA 98226	360-733-3267
ALEX MEDEIROS	21007 HWY 410 BONNEY LAKE WA 98391	253-891-1538
MATTHEW J HADWIN	7234 BOTHELL WAY BOTHELL WA 98011-3518	425-485-5535
DENNIS W MORRIS	22110 17TH AVE SE BOTHELL WA 98021-7402	425-486-8584
KARRIE PARKER	3580 WHEATON WAY BREMERTON WA 98310-3545	360-377-4008
KARRIE PARKER	3426 KITSAP WAY BREMERTON WA 98312-2861	360-479-3314
KARRIE PARKER	6755 SR 303 NE BREMERTON WA 98311	360-613-4130
CHARLES HILLIS	715 HWY 97 BREWSTER WA 98812	509-689-4027
ROBERT J COMISKEY	15620 1ST AVE S BURIEN WA 98148-1209	206-243-9988
ROBERT J COMISKEY	1516 SW 114TH STREET BURIEN WA 98146-3550	206-248-3072
BARBARA JOHNSON	2034 MARKETPLACE DR BURLINGTON WA 98233-3207	360-757-2857
MATTHEW J HADWIN	3354 NE 3RD AVE CAMAS WA 98607-2436	360-835-8958
MATTHEW J HADWIN	1040 DOUGHERTY DR NE CASTLE ROCK WA 98611-9046	360-274-3322
SHARI L NIXON	1201 LUM RD CENTRALIA WA 98531-1847	360-736-0663
SALVATORE MUSCARDIN	15 NE MEDIAN CHEHALIS WA 98532	360-996-4136
SALVATORE MUSCARDIN	120 KIRKLAND RD CHEHALIS WA 98532-8724	360-748-6922
SALVATORE MUSCARDIN	1400 NW LOUISIANA AVE CHEHALIS WA 98532	360-748-6945
MARK J RAY, JR.	2324 1ST ST CHENEY WA 99004	509-235-5025
DAVID R KEIL	350 BRIDGE ST CLARKSTON WA 99403-1929	509-758-9603
GREGORY B LURING	702 WEST FIRST STREET CLE ELUM WA 98922	509-674-2005
CHARLES HILLIS	1103 S MAIN COLVILLE WA 99114-9503	509-684-6667
MATTHEW P RAY	900 S MAIN AVE DEER PARK WA 99006	509-276-5833
DENNY LIU	1565 WILMINGTON DRIVE DUPONT WA 98327	253-534-8960
CHARLES HILLIS	201 VALLEY MALL PARKWAY EAST WENATCHEE WA 98802-5321	509-884-6659
ALEFA ESERJOSE	21420 HWY 99 EDMONDS WA 98026	425-670-8467
M DAVID SANTILLANES JR.	10124 EDMONDS WAY EDMONDS WA 98020-5130	425-778-3343
GREGORY B LURING	1304 CANYON RD ELLENSBURG WA 98926	509-925-6101
ALEX MEDEIROS	110 ROOSEVELT AVE E ENUMCLAW WA 98022-8214	360-825-4040
CHARLES HILLIS	1010 BASIN ST SW EPHRATA WA 98823-2078	509-754-4915
ALEFA ESERJOSE	530 128TH STREET SW EVERETT WA 98204-7310	425-290-5156
RAMON GOMEZ ESTATE	316 S EVERETT MALL WAY EVERETT WA 98204-2782	425-347-8599
M DAVID SANTILLANES JR.	4020 COLBY AVE EVERETT WA 98201-4929	425-259-9113
M DAVID SANTILLANES JR.	2001 EVERETT AVE EVERETT WA 98201-3650	425-252-8148
HYUNG ZUP AHN	27515 PACIFIC HWY S FEDERAL WAY WA 98003	253-529-3982
WILLIAM K CHO	2302 S 320TH ST FEDERAL WAY WA 98003	253-941-3210
WILLIAM K CHO	34814 PACIFIC HWY S FEDERAL WAY WA 98003	253-838-3896
BARBARA JOHNSON	1688 MAIN ST FERNDALE WA 98248	360-380-5727
WILLIAM K CHO	1737 51ST AVE E FIFE WA 98424	253-922-8535

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICK MAHER	5500 OLYMPIC DRIVE GIG HARBOR WA 98335-3638	253-858-3555
PATRICK MAHER	5050 BORGEN BLVD GIG HARBOR WA 98332	253-851-4993
DANIEL JASON BUSTOS	912 SIMCOE RD GOLDENDALE WA 98620	509-773-5631
LEE ADAMS	400 VISTA GRANDE WAY GRANDVIEW WA 98930	509-203-6470
ALEFA ESERJOSE	502 W STANLEY ST GRANITE FALLS WA 98252	360-691-3844
DENNY LIU	2501 SIMPSON AVENUE HOQUIAM WA 98550-3932	360-532-6020
ALAN J FINKELSTEIN	1305 NW GILMAN BLVD ISSAQUAH WA 98027-5308	425-392-5674
ALAN J FINKELSTEIN	5526 E LAKE SAMMAMISH PKY ISSAQUAH WA 98029-6804	425-313-8981
MATTHEW J HADWIN	300 KELSO DR KELSO WA 98626-3111	360-636-1340
LEE ADAMS	7505 W CLEARWATER KENNEWICK WA 99336-1642	509-735-1192
LEE ADAMS	2721 W KENNEWICK AVE KENNEWICK WA 99336-3122	509-586-9150
LEE ADAMS	1409 N KELLOGG ST KENNEWICK WA 99336-7691	509-783-3718
LEE ADAMS	2700 S QUILLAN KENNEWICK WA 99337	509-585-1104
LEE ADAMS	1922 N STEPTOE KENNEWICK WA 99336	509-783-6328
ALAN J FINKELSTEIN	8320 S 212TH ST KENT WA 98032-1927	253-872-9588
SALVATORE MUSCARDIN	10125 SE 256TH ST KENT WA 98030-6405	253-852-5810
SALVATORE MUSCARDIN	1236 W MEEKER KENT WA 98032-4322	253-859-9692
KARRIE PARKER	10977 NE STATE HWY 104 KINGSTON WA 98346-9405	360-297-4350
MATTHEW J HADWIN	12514 116TH AVE NE KIRKLAND WA 98034-4313	425-823-4404
MATTHEW J HADWIN	13636 100TH AVE NE KIRKLAND WA 98033	425-823-8731
MATTHEW J HADWIN	8515 124TH AVE NE KIRKLAND WA 98033-5857	425-822-3366
MATTHEW J HADWIN	12440 NE 144TH KIRKLAND WA 98034	425-820-9481
MICHAEL BOWERS	520 SLEATER KINNEY RD LACEY WA 98503	360-491-6470
KIMBERLY PRESTO	6000 PACIFIC AVE SE LACEY WA 98503	360-456-6961
DENNY LIU	8201 STEILACOOM BLVD SW LAKEWOOD WA 98498-6156	253-534-8978
DENNY LIU	7413 CUSTER ROAD SW LAKEWOOD WA 98467	253-534-8959
CHARLES HILLIS	1250 HWY 2 LEAVENWORTH WA 98826	509-548-3502
MARK J RAY, JR.	1306 N LIBERTY LAKE RD LIBERTY LAKE WA 99019	509-891-8015
TODD TOBEY	100 16TH ST SE LONG BEACH WA 98631	360-642-8212
JENNIFER MCLAREN	2196 38TH AVE LONGVIEW WA 98632	360-578-2499
JENNIFER MCLAREN	729 OCEAN BEACH HIGHWAY LONGVIEW WA 98632	360-636-0820
BARBARA JOHNSON	8106 GUIDE MERIDIAN RD LYNDEN WA 98264	360-354-4004
ALEFA ESERJOSE	14923 HWY 99 LYNNWOOD WA 98037-2315	425-743-3560
ALEFA ESERJOSE	19808 44TH AVE W LYNNWOOD WA 98036	425-774-3629
SALVATORE MUSCARDIN	2608 196TH ST SW LYNNWOOD WA 98036	425-640-5400
M DAVID SANTILLANES JR.	17531 HWY 99 LYNNWOOD WA 98037	425-787-5388
ALAN J FINKELSTEIN	23225 MAPLE VALLEY HWY MAPLE VALLEY WA 98038-8248	425-432-2863
ALAN J FINKELSTEIN	26924 MAPLE VALLEY HWY MAPLE VALLEY WA 98038	425-413-7031
M DAVID SANTILLANES JR.	10510 QUIL CEDA BLVD MARYSVILLE WA 98271	360-716-2964
MARK J RAY, JR.	14118 N NEWPORT HWY MEAD WA 99021	509-464-1555
ALEFA ESERJOSE	2807 78TH ST SE MERCER ISLAND WA 98040-2818	206-232-9175
DENNIS W MORRIS	3316 132ND ST SE MILL CREEK WA 98012-5654	425-225-6340
LAUREN MORRIS	16320 BOTHELL EVERETT HWY MILL CREEK WA 98012	425-745-6650
ALEX MEDEIROS	620 MERIDIAN E MILTON WA 98354	253-942-9177
LAUREN MORRIS	19515 STATE HWY 2 MONROE WA 98272-1535	360-794-4200
JOHN M MILLS	825 N STRATFORD RD MOSES LAKE WA 98837-1511	509-766-6390
JOHN M MILLS	1795 KITTLESON RD MOSES LAKE WA 98837	509-766-7593
BARBARA JOHNSON	2200 E COLLEGE WAY MOUNT VERNON WA 98273-5866	360-424-5230
RAMON GOMEZ ESTATE	3717 HARBOUR POINTE BLVD SW MUKILTEO WA 98275	425-355-8444
RAMON GOMEZ ESTATE	13049 SE 69TH WAY NEWCASTLE WA 98055	425-226-1804
TIM SKUBITZ	422 N NEWPORT AVE NEWPORT WA 99156	509-447-0420
BARBARA JOHNSON	841 NE MIDWAY BLVD OAK HARBOR WA 98277	360-675-5080
DENNY LIU	701 POINT BROWNE AVE NW OCEAN SHORES WA 98569	360-289-8672
KIMBERLY PRESTO	2611 W HARRISON OLYMPIA WA 98503	360-357-4445
KIMBERLY PRESTO	715 PLUM ST SE OLYMPIA WA 98501	360-754-5880
KIMBERLY PRESTO	1335 COOPER POINT ROAD SW OLYMPIA WA 98502	360-539-7320
CHARLES HILLIS	901 ENGH RD OMAK WA 98841-9473	509-826-2306
ALEX MEDEIROS	321 WASHINGTON AVE N ORTING WA 98360	360-893-3334
FERNANDO MORENO	445 E MAIN ST OTHELLO WA 99344-1146	509-488-0721
LEE ADAMS	2202 W COURT ST PASCO WA 99301-3937	509-547-8243
LEE ADAMS	4810 RD 68 PASCO WA 99301	509-547-2553
BRIAN M BEAULAUER	1706 E FRONT PORT ANGELES WA 98362-4929	360-457-8090
KARRIE PARKER	4225 SE MILE HILL DR PORT ORCHARD WA 98366-3920	360-871-5222
KARRIE PARKER	233 BRAVO TERRACE SOUTHEAST PORT ORCHARD WA 98367-9375	360-876-8789
BRIAN M BEAULAUER	310 SIMS WAY PORT TOWNSEND WA 98368-1830	360-385-0244
BRIAN M BEAULAUER	20533 VIKING AVE NW POULSBO WA 98370-9442	360-697-2300
LEE ADAMS	103 MERLOT DR PROSSER WA 99350-9500	509-786-7222

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DAVID R KEIL	1620 GRAND AVE S PULLMAN WA 99163-4905	509-332-6725
DAVID R KEIL	400 STADIUM WAY N PULLMAN WA 99163	509-332-8819
DENNY LIU	310 31ST AVE SE PUYALLUP WA 98374	253-840-3051
DENNY LIU	804 S HILL PARK DR PUYALLUP WA 98373	253-435-0807
CHARLES HILLIS	24 F ST SW QUINCY WA 98848	509-787-4033
DENNY LIU	100 WILLAPA PLACE RAYMOND WA 98577	360-942-5800
SALVATORE MUSCARDIN	23545 NE NOVELTY HILL RD REDMOND WA 98053-5500	425-836-4509
RAMON GOMEZ ESTATE	3209 NE 4TH RENTON WA 98056	425-255-5334
SALVATORE MUSCARDIN	73 RAINIER AVE S RENTON WA 98057-2005	425-228-0823
SALVATORE MUSCARDIN	4411 NE SUNSET BLVD RENTON WA 98056	425-271-6551
SALVATORE MUSCARDIN	14120 SE PETROVITSKY RD RENTON WA 98058-8932	425-235-1205
SALVATORE MUSCARDIN	1705 NE 44TH RENTON WA 98056	425-235-8969
SALVATORE MUSCARDIN	10715 SE 174TH STREET RENTON WA 98055	425-226-6616
LEE ADAMS	101 D WELLSIAN WAY RICHLAND WA 99352-4150	509-943-5101
LEE ADAMS	2751 QUEENSGATE DRIVE RICHLAND WA 99352	509-628-9410
LEE ADAMS	1275 GEORGE WASHINGTON WAY RICHLAND WA 99352	509-713-7418
JOHN M MILLS	101 W GALBREATH WAY RITZVILLE WA 99169	509-659-4770
SHARI L NIXON	19734 OLD HWY 99 SW ROCHESTER WA 98579	360-858-7351
ALAN J FINKELSTEIN	615 228TH AVE NE SAMMAMISH WA 98074	425-868-5723
ALIA C ABBOUD	6546 CALIFORNIA AVE SW SEATTLE WA 98136-1834	206-937-1361
ALIA C ABBOUD	9610 DES MOINES MEMORIAL DR S SEATTLE WA 98108-5032	206-762-9445
ALIA C ABBOUD	3003 CALIFORNIA AVE SW SEATTLE WA 98116-3301	206-932-2216
ROBERT J COMISKEY	17801 INTERNATIONAL BLVD SEATTLE WA 98158	206-454-7970
SALVATORE MUSCARDIN	20227 BALLINGER WAY NE SEATTLE WA 98155-1143	206-365-4511
M DAVID SANTILLANES JR.	2336 25TH AVE S SEATTLE WA 98144-5337	206-324-0834
M DAVID SANTILLANES JR.	5400 14TH AVE NW SEATTLE WA 98107-3733	206-782-5787
M DAVID SANTILLANES JR.	5146 25TH AVE NE SEATTLE WA 98105-4121	206-522-0265
M DAVID SANTILLANES JR.	1530 3RD AVE SEATTLE WA 98101-1612	206-957-2295
M DAVID SANTILLANES JR.	9304 RAINIER AVE S SEATTLE WA 98118-5502	206-725-6181
M DAVID SANTILLANES JR.	2147 NORTHGATE WAY SEATTLE WA 98133-9006	206-367-8899
M DAVID SANTILLANES JR.	2401 4TH AVE S SEATTLE WA 98134-1925	206-682-2083
M DAVID SANTILLANES JR.	6305 MARTIN LUTHER KING JR WAY S SEATTLE WA 98118	206-725-0302
M DAVID SANTILLANES JR.	9000 HOLMAN RD NW SEATTLE WA 98117	206-783-7736
BARBARA JOHNSON	1017 HODGIN STREET SEDRO WOOLLEY WA 98284	360-856-2822
JACK D BEWLEY	499 S 1ST ST SELAH WA 98942	509-697-9787
BRIAN M BEAULAURIER	107 S 7TH AVE SEQUIM WA 98382-3602	360-683-4192
SHARI L NIXON	2507 OLYMPIC HWY N SHELTON WA 98584-2935	360-426-4080
M DAVID SANTILLANES JR.	15201 AURORA AVE N SHORELINE WA 98133-6123	206-362-4560
M DAVID SANTILLANES JR.	14507 BOTHELL WAY NE SHORELINE WA 98155-7605	206-365-9020
BRIAN M BEAULAURIER	2904 PAMPANA ST SILVERDALE WA 98315	360-697-4012
KARRIE PARKER	10444 SILVERDALE WAY NW SILVERDALE WA 98383-9411	360-692-6963
ALEFA ESERJOSE	917 AVE D SNOHOMISH WA 98290-2336	360-294-8756
MATTHEW J HADWIN	17422 HWY 9 SE SNOHOMISH WA 98296	425-482-1608
CHRISTOPHER AMISTOSO	4436 N DIVISION STREET SPOKANE WA 99207-1503	509-484-4666
CHRISTOPHER AMISTOSO	3416 N MARKET ST SPOKANE WA 99217	509-489-9723
CHRISTOPHER AMISTOSO	SOUTH 15 HAVANA SPOKANE WA 99202	509-535-0877
CHRISTOPHER AMISTOSO	1818 N MONROE SPOKANE WA 99205-4528	509-325-3887
CHRISTOPHER AMISTOSO	1617 NORTH HAMILTON STREET SPOKANE WA 99202	509-484-8641
MATTHEW P RAY	6321 N MONROE ST SPOKANE WA 99208	509-328-7716
MATTHEW P RAY	9305 N NEWPORT HIGHWAY SPOKANE WA 99212	509-466-6950
MATTHEW P RAY	2211 W WELLESLEY AVENUE SPOKANE WA 99205	509-327-3132
MATTHEW P RAY	12802 NORTH SR 395 SPOKANE WA 99218	509-468-6779
MARK J RAY, JR.	517 W THIRD AVENUE SPOKANE WA 99204	509-455-7911
MARK J RAY, JR.	2903 E 29TH AVENUE SPOKANE WA 99223	509-535-5698
MARK J RAY, JR.	2222 N ARGONNE ROAD SPOKANE WA 99212-2337	509-926-4490
MARK J RAY, JR.	4647 S REGAL ST SPOKANE WA 99203	509-443-0895
MARK J RAY, JR.	3530 N SULLIVAN RD SPOKANE WA 99216	509-892-4075
MARK J RAY, JR.	10511 W AERO ROAD SPOKANE WA 99224	509-456-4226
TIM SKUBITZ	8827 NORTH INDIAN TRAIL ROAD SPOKANE WA 99208	509-467-8811
MARK J RAY, JR.	10516 E SPRAGUE AVE SPOKANE VALLEY WA 99206	509-924-2929
BARBARA JOHNSON	26713 72ND AVE NW STANWOOD WA 98292-9387	360-629-9787
M DAVID SANTILLANES JR.	33901 STATE RTE 2 SULTAN WA 98294	360-799-1134
ALEX MEDEIROS	1906 MAIN ST SUMNER WA 98390-1820	253-891-0198
GREGORY B LURING	2200 YAKIMA VALLEY HWY SUNNYSIDE WA 98944-1282	509-837-5066
WILLIAM K CHO	1975 S UNION AVENUE TACOMA WA 98405	253-272-6000
DENNY LIU	11012 PACIFIC AVE TACOMA WA 98444	253-292-3796
PATRICK MAHER	802 TACOMA AVE S TACOMA WA 98402-2204	253-272-4942

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PATRICK MAHER	6311 6TH AVE TACOMA WA 98406-2021	253-565-3827
PATRICK MAHER	2203 N PEARL ST TACOMA WA 98406-2549	253-756-6771
PATRICK MAHER	4814 CENTER ST TACOMA WA 98409	253-460-1069
ALEX MEDEIROS	17509 CANYON PKWY E TACOMA WA 98446	253-536-6304
GREGORY B LURING	739 W 1ST AVE TOPPENISH WA 98948-1186	509-865-3771
ALIA C ABOUD	16501 S CENTER PKY TUKWILA WA 98188-3306	206-575-3652
ROBERT J COMISKEY	15210 PACIFIC HWY W TUKWILA WA 98188-2246	206-241-1177
MICHAEL BOWERS	5601 CAPITOL BLVD TUMWATER WA 98501	360-754-0691
MICHAEL BOWERS	2430 93RD AVE SW TUMWATER WA 98512	360-918-0206
GREGORY B LURING	2326 S 1ST ST UNION GAP WA 98903	509-248-4335
PATRICK MAHER	3802 BRIDGEPORT WAY W UNIVERSITY PLACE WA 98466-4416	253-565-0747
PATRICK MAHER	6700 19TH ST W UNIVERSITY PLACE WA 98466	253-564-7889
MATTHEW J HADWIN	7010 HWY 99 VANCOUVER WA 98665	360-694-3591
MATTHEW J HADWIN	2814 NE ANDRESEN RD VANCOUVER WA 98661	360-693-8481
MATTHEW J HADWIN	405 SE 131ST AVE VANCOUVER WA 98683	360-253-9870
MATTHEW J HADWIN	5517 NE GHER RD VANCOUVER WA 98684	360-253-8264
MATTHEW J HADWIN	13002 NE HWY 99 VANCOUVER WA 98664	360-574-9630
MATTHEW J HADWIN	2400 SE 165TH AVE VANCOUVER WA 98683	360-882-6868
MATTHEW J HADWIN	710 NE 98TH CIR VANCOUVER WA 98665	360-574-4289
MATTHEW J HADWIN	2110 E 4TH PLAIN BLVD VANCOUVER WA 98661	360-735-0583
MATTHEW J HADWIN	15813 NE FOURTH PLAIN BLVD VANCOUVER WA 98682	360-896-8438
MARK J RAY, JR.	819 N SULLIVAN RD VERADALE WA 99037	509-922-1629
LEE ADAMS	2130 E ISAACS AVE WALLA WALLA WA 99362-2216	509-525-5775
LEE ADAMS	814 S 9TH WALLA WALLA WA 99362-3907	509-525-6553
CHARLES HILLIS	1024 MISSION ST WENATCHEE WA 98801-1517	509-662-8611
MATTHEW J HADWIN	17450 140TH AVE NE WOODINVILLE WA 98072	425-483-5797
JENNIFER MCLAREN	1601 PACIFIC AVE WOODLAND WA 98674	360-225-3704
JACK D BEWLEY	1305 S 1ST ST YAKIMA WA 98901-3503	509-452-7877
JACK D BEWLEY	1601 W LINCOLN YAKIMA WA 98902	509-248-4289
GREGORY B LURING	5910 SUMMITVIEW AVE YAKIMA WA 98908-3043	509-965-1031
GREGORY B LURING	3907 RIVER RD YAKIMA WA 98902	509-576-8000
GREGORY B LURING	19 E YAKIMA AVENUE YAKIMA WA 98901	509-452-8840
KIMBERLY PRESTO	505 YELM AVE W YELM WA 98597	360-458-2636
GREGORY B LURING	820 ZILLAH WEST RD ZILLAH WA 98953-9542	509-829-5005
JEFFREY FISH	601 S 4TH ST ABBOTSFORD WI 54405	715-223-8700
STEVEN KILIAN, JR.	2531 E FRONTAGE RD ABRAMS WI 54101	920-826-6330
JEFFREY FISH	453 S MAIN ST ADAMS WI 53910	608-339-2875
JAMES HOEFT	100 POWER ST AMERY WI 54001	715-268-6700
STEVEN KILIAN, JR.	2115 NEVA ROAD ANTIGO WI 54409	715-627-4666
DAVID W RAUSE	700 W NORTHLAND AVE APPLETON WI 54914-1425	920-734-4500
DAVID W RAUSE	3301 W COLLEGE AVE APPLETON WI 54914-3921	920-731-7792
DAVID W RAUSE	3320 N BALLARD RD APPLETON WI 54911-8987	920-832-9696
DAVID W RAUSE	2001 S KENSINGTON DR APPLETON WI 54915	920-739-0501
RICHARD T LOMMEN, JR.	310 NELSON DR ARCADIA WI 54612	608-323-3153
STEVEN KILIAN, JR.	720 W LAKE SHORE DR ASHLAND WI 54806-1440	715-682-5455
RICHARD T LOMMEN, JR.	780 BALDWIN PLAZA DR BALDWIN WI 54002	715-684-5355
RICHARD T LOMMEN, JR.	1200 WISCONSIN DELLS PKWY S BARABOO WI 53913	608-254-7472
RICHARD T LOMMEN, JR.	314 PINE ST BARABOO WI 53913-1174	608-356-2654
RICHARD T LOMMEN, JR.	360 E DIVISION AVE BARRON WI 54812	715-537-1010
STEVEN KILIAN, JR.	1639 N SPRING ST BEAVER DAM WI 53916-2206	920-885-3104
STEVEN KILIAN, JR.	107 LAKEVIEW DR BELGIUM WI 53004	262-285-4123
GUY T BUCCIFERRO, III	1443 MADISON RD БЕЛОIT WI 53511-4080	608-362-8718
GUY T BUCCIFERRO, III	45 STATE ST БЕЛОIT WI 53511-6233	608-362-3900
GUY T BUCCIFERRO, III	2881 MILWAUKEE ROAD БЕЛОIT WI 53511	608-362-8130
JACK A KING	295 BROADWAY STREET BERLIN WI 54923-1703	920-361-3144
CHARLES DION CONN	S71W23460 NATIONAL AVE BIG BEND WI 53103-9647	262-662-3288
RICHARD T LOMMEN, JR.	851 STATE HIGHWAY 54 BLACK RIVER FALLS WI 54615-5452	715-284-5538
RICHARD T LOMMEN, JR.	2000 17TH AVENUE BLOOMER WI 54724	715-568-1777
JACK A KING	570 W RYAN ST BRILLION WI 54110	920-756-2001
GUY T BUCCIFERRO, III	2104 1ST CENTER AVE BRODHEAD WI 53520-1941	608-897-2462
CHARLES DION CONN	300 N MOORLAND RD BROOKFIELD WI 53005-6037	262-782-2280
CHARLES DION CONN	18695 W BLUEMOUND RD BROOKFIELD WI 53045-2923	262-797-9977
WILLIAM H MCESSY	240 E JEFFERSON STREET BURLINGTON WI 53105-1494	262-763-8777
METAXIA SCHMITZ	5125 DOUGLAS AVE CALEDONIA WI 53402-2029	262-681-9962
STEVEN KILIAN, JR.	W62N270 WASHINGTON ST CEDARBURG WI 53012-2763	262-377-1199
JACK A KING	1123 E CHESTNUT CHILTON WI 53014-1601	920-849-7383
RICHARD T LOMMEN, JR.	100 PRAIRIE VIEW RD CHIPPEWA FALLS WI 54729-3655	715-723-7187

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
STEVEN KILIAN, JR.	287 S MAIN ST CLINTONVILLE WI 54929-1604	715-823-5540
CHARLES DION CONN	1540 JAMES STREET COLUMBUS WI 53925	920-623-9349
CHARLES DION CONN	401 W COTTAGE GROVE COTTAGE GROVE WI 53527-9323	608-839-1803
RYAN LARSON	13 S HWY 141 CRIVITZ WI 54114	715-854-7162
JEFFREY M STEREN	6163 S PACKARD AVE CUDAHY WI 53110-3055	414-571-0530
GUY T BUCCIFERRO, III	1310 GALENA STREET DARLINGTON WI 53530	608-776-3430
STEVEN KILIAN, JR.	1022 MAIN AVE DE PERE WI 54115-1308	920-336-0255
STEVEN KILIAN, JR.	1373 S BROADWAY DE PERE WI 54115	920-337-9960
SAMUEL J PAVLIK	2421 MONROE RD DE PERE WI 54115-9217	920-465-7765
CHARLES DION CONN	981 W NORTH ST DEFOREST WI 53532-1971	608-846-2373
WILLIAM H MCESSY	1244 GENEVA ST DELAVAN WI 53115-2002	262-728-8101
JACK A KING	610 DEPERE RD DENMARK WI 54208-0754	920-863-3922
RICHARD T LOMMEN, JR.	1101 N MAIN DODGEVILLE WI 53533-1149	608-935-2420
RICHARD T LOMMEN, JR.	604 HIGHWAY 10 E DURAND WI 54736	715-672-4332
STEVEN KILIAN, JR.	P.O. BOX 623 EAGLE RIVER WI 54521-9333	715-479-5222
STEVEN KILIAN, JR.	2526 MAIN ST EAST TROY WI 53120	262-642-9859
RICHARD T LOMMEN, JR.	1513 S HASTINGS WAY EAU CLAIRE WI 54701-4464	715-835-9919
RICHARD T LOMMEN, JR.	2702 CRAIG RD EAU CLAIRE WI 54701-6151	715-514-1363
RICHARD T LOMMEN, JR.	6251 TRUAX LN EAU CLAIRE WI 54703-9641	715-874-6771
RICHARD T LOMMEN, JR.	3708 GATEWAY DR EAU CLAIRE WI 54702	715-830-1135
WILLIAM H MCESSY	110 MARKET ST ELKHORN WI 53121-1167	262-723-8660
RICHARD T LOMMEN, JR.	159 WEST MAIN STREET ELLSWORTH WI 54011	715-273-4500
GUY T BUCCIFERRO, III	9 JOHN LINDEMANN DR EVANSVILLE WI 53536	608-882-4032
CHARLES DION CONN	2845 FISH HATCHERY RD FITCHBURG WI 53713	608-274-9890
DAVID W RAUSE	699 S MILITARY RD FOND DU LAC WI 54935-4702	920-922-7070
DAVID W RAUSE	770 W JOHNSON ST FOND DU LAC WI 54935-2016	920-922-4740
DAVID W RAUSE	929 E JOHNSON ST FOND DU LAC WI 54935-9399	920-924-0331
CHARLES DION CONN	225 N MAIN ST FORT ATKINSON WI 53538	920-563-9593
CHARLES DION CONN	8739 N PORT WASHINGTON RD FOX POINT WI 53217	414-351-6295
JOSEPH RICELY	7501 W RAWSON AVE FRANKLIN WI 53132-9689	414-425-3888
STEVEN KILIAN, JR.	108 HIGHLAND DR FREDONIA WI 53021	262-692-6515
CHARLES DION CONN	N112W15936 MEQUON ROAD GERMANTOWN WI 53022	262-253-4710
CHARLES DION CONN	5344 N PORT WASHINGTON RD GLENDALE WI 53217	414-906-1443
STEVEN KILIAN, JR.	606 FALLS RD GRAFTON WI 53024-2619	262-377-3130
STEVEN KILIAN, JR.	2570 WASHINGTON ST GRAFTON WI 53024	262-377-2753
JOHN J PAVLIK	1125 RADISSON ST GREEN BAY WI 54302-1647	920-436-0305
JOHN J PAVLIK	2721 MANITOWOC ROAD GREEN BAY WI 54311	920-965-0057
SAMUEL J PAVLIK	2340 E MASON ST GREEN BAY WI 54302-3746	920-468-7575
DAVID E SCHANOCK	1587 SHAWANO AVE GREEN BAY WI 54303-3218	920-494-4472
DAVID E SCHANOCK	1609 S MAIN ST GREEN BAY WI 54302-2626	920-468-5526
DAVID E SCHANOCK	2340 S ONEIDA ST GREEN BAY WI 54304-5231	920-497-2001
DAVID E SCHANOCK	2625 W MASON ST GREEN BAY WI 54303-4964	920-499-9956
DAVID E SCHANOCK	1903 S WEBSTER AVE GREEN BAY WI 54301-2255	920-432-9220
DAVID E SCHANOCK	2420 VELD AVE GREEN BAY WI 54303-6534	920-434-7955
DAVID E SCHANOCK	2600 S PACKERLAND DR GREEN BAY WI 54313	920-429-2026
CHARLES DION CONN	4550 S 108TH ST GREENFIELD WI 53228-2507	414-425-7206
STEVEN KILIAN, JR.	5040 S 76TH ST GREENFIELD WI 53220-4308	414-282-6480
JEFFREY M STEREN	4275 S 27TH ST GREENFIELD WI 53221-1832	414-281-4471
DAVID W RAUSE	W6308 LEVI DR GREENVILLE WI 54942	920-757-9260
STEVEN KILIAN, JR.	1450 E SUMNER ST HARTFORD WI 53027-2605	262-673-4141
RICHARD T LOMMEN, JR.	10488 STATE HWY 27 HAYWARD WI 54843	715-634-1337
RICHARD T LOMMEN, JR.	3924 CIRCLE DR HOLMEN WI 54636	608-781-2588
PATRICK DUVAL	2411 CREST VIEW DR HUDSON WI 54016-9498	715-381-1551
STEVEN KILIAN, JR.	N168W22225 MAIN ST JACKSON WI 53037-9474	262-677-9806
GUY T BUCCIFERRO, III	2610 W COURT ST JANESVILLE WI 53545	608-752-0100
CHARLES DION CONN	1423 S HWY 26 JEFFERSON WI 53549-2910	920-674-4007
DAVID W RAUSE	401 LAWE ST KAUKAUNA WI 54130-2019	920-759-2724
NICHOLAS KARAVITES	7060 GREEN BAY RD KENOSHA WI 53144	262-697-7680
NICHOLAS KARAVITES	3711 57TH AVENUE KENOSHA WI 53144	262-654-6085
WILLIAM H MCESSY	12214 75TH ST KENOSHA WI 53142	262-857-9322
JEFFREY M STEREN	1820 30TH AVENUE KENOSHA WI 53144-1437	262-551-0890
STEVEN KILIAN, JR.	102 BADGER RD HWY 45 KEWASKUM WI 53040	262-626-8467
JACK A KING	1135 SERVICE RD KIEL WI 53042-1282	920-894-2174
DAVID W RAUSE	840 EISENHOWER DR KIMBERLY WI 54136-2146	920-735-9292
RICHARD T LOMMEN, JR.	2437 W GEORGE ST LA CROSSE WI 54601	608-781-0366
RICHARD T LOMMEN, JR.	2810 LOSEY BLVD S LA CROSSE WI 54601	608-788-6230
RICHARD T LOMMEN, JR.	1001 W LAKE AVE LADYSMITH WI 54848	715-532-6198

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
WILLIAM H MCESSY	104 WELLS ST LAKE GENEVA WI 53147-2094	262-248-1144
RICHARD T LOMMEN, JR.	NEC 124TH ST./CTH 00 LAKE HALLIE WI 54729	715-738-1070
GLENN J KARPINSKE	120 W ALONA LN LANCASTER WI 53813	608-723-2500
DAVID W RAUSE	300 MOASIS DRIVE LITTLE CHUTE WI 54140	920-687-9180
STEVEN KILIAN, JR.	630 E AVE LOMIRA WI 53048-9572	920-269-4412
LAWRENCE C LARSON	408 CENTER DR LUXEMBURG WI 54217	920-845-9446
GUY T BUCCIFERRO, III	4687 VERONA DR MADISON WI 53711-2736	608-274-2668
GUY T BUCCIFERRO, III	6910 ODANA RD MADISON WI 53719-1018	608-820-1112
GUY T BUCCIFERRO, III	4500 UNIVERSITY AVE MADISON WI 53705-2155	608-238-5909
CHARLES DION CONN	2402 S PARK ST MADISON WI 53713-2008	608-251-1993
CHARLES DION CONN	4502 E WASHINGTON AVE MADISON WI 53704-3234	608-249-4500
CHARLES DION CONN	2901 DRYDEN DR MADISON WI 53704-3009	608-249-9446
CHARLES DION CONN	4020 MILWAUKEE ST MADISON WI 53704-1910	608-241-7797
CHARLES DION CONN	1102 REGENT ST MADISON WI 53715-1251	608-257-1102
CHARLES DION CONN	2733 E WASHINGTON AVE MADISON WI 53704	608-240-1665
STEVEN KILIAN, JR.	3512 CALUMET AVE MANITOWOC WI 54220-5430	920-682-5592
STEVEN KILIAN, JR.	5050 HECKER RD MANITOWOC WI 54221	920-682-8504
JEFFREY FISH	667 MARATECH AVENUE MARATHON WI 54448	715-443-6545
RYAN LARSON	2291 ROOSEVELT RD MARINETTE WI 54143-3800	715-732-4840
JEFFREY FISH	1101 N CENTRAL MARSHFIELD WI 54449-1504	715-387-4785
RICHARD T LOMMEN, JR.	600 MCEVOY RD MAUSTON WI 53948	608-847-6166
STEVEN KILIAN, JR.	1157 HORICON ST MAYVILLE WI 53050-1443	920-387-3023
CHARLES DION CONN	4800 LARSON BEACH ROAD MCFARLAND WI 53558	608-838-0139
JEFFREY FISH	140 S 8TH ST MEDFORD WI 54451-1518	715-748-2777
DAVID W RAUSE	1281 VALLEY RD MENASHA WI 54952-1136	920-738-0333
DAVID W RAUSE	212 RACINE ST MENASHA WI 54952	920-722-0200
CHARLES DION CONN	N56W15475 SILVER SPRING DR MENOMONEE FALLS WI 53051	262-252-4609
SEAN KENNEDY	N83W15515 APPLETON AVE MENOMONEE FALLS WI 53051-3713	262-251-0800
RICHARD T LOMMEN, JR.	1505 N BROADWAY MENOMONIE WI 54751	715-235-4339
CHARLES DION CONN	11250 N PORT WASHINGTON RD MEQUON WI 53092-3410	262-241-8810
RICHARD T LOMMEN, JR.	3400 E MAIN ST MERRILL WI 54452-9001	715-536-6176
GUY T BUCCIFERRO, III	2626 ALLEN BLVD MIDDLETON WI 53562-2214	608-836-6644
GUY T BUCCIFERRO, III	8308 GREENWAY BLVD MIDDLETON WI 53562-3505	608-841-1303
SEAN KENNEDY	2520 W NATIONAL AVE MILWAUKEE WI 53204-1055	414-645-0606
ANGEL RAFAEL LUCIANO	1575 W WASHINGTON MILWAUKEE WI 53204-2279	414-645-3660
BETTY D PYLES	2700 W CAPITAL DR MILWAUKEE WI 53216-2641	414-871-0770
BETTY D PYLES	7451 W APPLETON AVE MILWAUKEE WI 53216-1005	414-463-7332
ROBERT B PYLES	8100 W BROWN DEER RD MILWAUKEE WI 53223-1704	414-354-3140
ROBERT B PYLES	7170 N TEUTONIA MILWAUKEE WI 53209-2320	414-352-6585
ROBERT B PYLES	4925 W HAMPTON AVE MILWAUKEE WI 53218	414-616-9862
JOSEPH RICELY	6409 W BLUE MOUND RD MILWAUKEE WI 53213-4061	414-258-4906
JOSEPH RICELY	1940 S. 14TH STREET MILWAUKEE WI 53204	414-645-9203
ERIK SCHROEDER	5739 W SILVER SPRING DR MILWAUKEE WI 53218	414-461-1040
ERIK SCHROEDER	11313 W SILVER SPRING DR MILWAUKEE WI 53225	414-210-4930
ERIK SCHROEDER	5191 N TEUTONIA AVE MILWAUKEE WI 53209-5541	414-461-4940
ERIK SCHROEDER	8220 W HAMPTON AVE MILWAUKEE WI 53218	414-763-4834
ERIK SCHROEDER	76TH AND GOOD HOPE RD MILWAUKEE WI 53223	414-446-9199
JEFFREY M STEREN	191 W LAYTON AVE MILWAUKEE WI 53207-5916	414-482-4780
JEFFREY M STEREN	1614 E NORTH AVE MILWAUKEE WI 53202-1035	414-276-0340
JEFFREY M STEREN	830 E POTTER AVE MILWAUKEE WI 53207-1868	414-769-0730
JEFFREY M STEREN	6262 S 13TH ST MILWAUKEE WI 53221-5125	414-764-3331
JEFFREY M STEREN	707 S 1ST ST MILWAUKEE WI 53204-1802	414-276-7906
JEFFREY M STEREN	5890 S 27TH ST MILWAUKEE WI 53221	414-282-2250
LATHERIN THOMAS, JR.	920 W NORTH AVE MILWAUKEE WI 53205-1329	414-374-6565
LATHERIN THOMAS, JR.	5265 W FOND DU LAC AVE MILWAUKEE WI 53216-1363	414-442-5170
LATHERIN THOMAS, JR.	2455 W WISCONSIN AVE MILWAUKEE WI 53233-1827	414-937-3750
LATHERIN THOMAS, JR.	420 E CAPITOL MILWAUKEE WI 53212-1212	414-964-7485
STEVEN KILIAN, JR.	8689 HWY 51 MINOCQUA WI 54548	715-356-4004
CHARLES DION CONN	4905 MONONA DR MONONA WI 53716	608-222-8444
CHARLES DION CONN	2051 W BROADWAY MONONA WI 53713-1600	608-221-8874
GUY T BUCCIFERRO, III	425 8TH ST MONROE WI 53566-1056	608-328-4231
RICHARD T LOMMEN, JR.	553 HWY 153 E MOSINEE WI 54455-1740	715-693-4049
CHARLES DION CONN	1301 PERIMETER RD MOUNT HOREB WI 53572-1892	608-437-5087
STEVEN KILIAN, JR.	13343 WASHINGTON AVE MT. PLEASANT WI 53177-1527	262-886-3010
CHARLES DION CONN	1020 NORTH ROCHESTER STREET MUKWONAGO WI 53149-8738	262-363-3039
CHARLES DION CONN	W189S7851 RACINE AVE MUSKEGO WI 53150-9546	262-679-8161
DAVID W RAUSE	705 GREEN BAY RD NEENAH WI 54956-3174	920-720-9488



**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
DAVID W RAUSE	102 E BELL ST NEENAH WI 54956-4153	920-722-6666
JEFFREY FISH	110 MARKET ST NEKOOSA WI 54457-1122	715-886-5000
CHARLES DION CONN	3680 S MOORLAND RD NEW BERLIN WI 53151-5147	262-786-4960
CHARLES DION CONN	17155 W CLEVELAND AVE NEW BERLIN WI 53151-3539	262-782-9354
RICHARD T LOMMEN, JR.	1701 EAST BRIDGE STREET NEW LISBON WI 53950	608-562-3479
STEVEN KILIAN, JR.	1135 N SHAWANO ST NEW LONDON WI 54961	920-982-5540
JAMES HOEFT	243 N KNOWLES AVE NEW RICHMOND WI 54017	715-246-6128
JEFFREY M STEREN	9471 S 13TH ST OAK CREEK WI 53154	414-762-7565
JEFFREY M STEREN	8800 S HOWELL AVE OAK CREEK WI 53154-3802	414-571-9621
CHARLES DION CONN	880 E WISCONSIN AVE OCONOMOWOC WI 53066-3150	262-567-6369
STEVEN KILIAN, JR.	105 MAIN ST OCONTO WI 54153-1928	920-834-2744
RICHARD T LOMMEN, JR.	9398 STATE ROAD 16 ONALASKA WI 54650	608-783-7274
CHARLES DION CONN	1029 N MAIN ST OREGON WI 53575-1052	608-835-2279
STEVEN KILIAN, JR.	1863 N JACKSON ST OSHKOSH WI 54901-2203	920-231-2268
STEVEN KILIAN, JR.	1995 MENARD DR OSHKOSH WI 54901-6178	920-426-3600
STEVEN KILIAN, JR.	2240 WESTOWNE AVE OSHKOSH WI 54904-9999	920-231-8366
RICHARD T LOMMEN, JR.	50656 RADCLIFFE ST OSSEO WI 54758	715-597-3995
WILLIAM H MCESSY	HIGHWAY 50 PADDOCK LAKE WI 53168	262-843-3592
STEVEN KILIAN, JR.	1130 4TH AVE S PARK FALLS WI 54552	715-762-1632
CHARLES DION CONN	621 RYAN ST PEWAUKEE WI 53072	262-691-9706
CHARLES DION CONN	1383 CAPITOL DR PEWAUKEE WI 53072-1844	262-695-8195
CASEY NEWMAN	1775 PROGRESSIVE PARKWAY PLATTEVILLE WI 53818	608-348-6901
NICHOLAS KARAVITES	10551 120TH AVE PLEASANT PRAIRIE WI 53158	262-857-9634
JEFFREY FISH	2601 PLOVER ROAD PLOVER WI 54467	715-341-3736
JEFFREY FISH	1205 COMMONS CIRCLE PLOVER WI 54467	715-544-4200
STEVEN KILIAN, JR.	2111 EASTERN AVE PLYMOUTH WI 53073-4268	920-892-4117
STEVEN KILIAN, JR.	1700 N WISCONSIN RD PORT WASHINGTON WI 53074-1044	262-284-3880
CHARLES DION CONN	2860 NEW PINERY RD PORTAGE WI 53901-9223	608-742-5254
CHARLES DION CONN	N3240 COUNTY RD J POYNETTE WI 53955-9445	608-635-2655
RICHARD T LOMMEN, JR.	602 S MARQUETTE RD PRAIRIE DU CHIEN WI 53821-2124	608-326-4415
DAVID E SCHANOCK	920 COUNTY HWY B PULASKI WI 54162	920-822-5900
METAXIA SCHMITZ	3037 N DOUGLAS AVE RACINE WI 53402-4177	262-639-6178
METAXIA SCHMITZ	1520 STATE STREET RACINE WI 53404	262-633-3546
JEFFREY M STEREN	2100 LATHROP AVE RACINE WI 53405-4135	262-554-1100
JEFFREY M STEREN	6630 WASHINGTON AVE RACINE WI 53406-3924	262-886-1177
JEFFREY M STEREN	2610 S GREEN BAY RD RACINE WI 53406-4900	262-554-7876
JEFFREY M STEREN	4707 TAYLOR AVE RACINE WI 53406-5521	262-554-7758
LORRIE GORICHS	1500 MAIN ST REEDSBURG WI 53959-1458	608-524-3448
STEVEN KILIAN, JR.	25 S STEVENS ST RHINELANDER WI 54501	715-369-1775
RICHARD T LOMMEN, JR.	1917 S MAIN ST RICE LAKE WI 54868-2919	715-234-9702
STEVEN KILIAN, JR.	3230B PIONEER ROAD RICHFIELD WI 53076	262-628-2695
RICHARD T LOMMEN, JR.	875 HWY 14 E RICHLAND CENTER WI 53581-2919	608-647-2740
VINCENT G KING	1113 W FOND DU LAC ST RIPON WI 54971-9999	920-748-9299
JAMES HOEFT	1505 PAULSON RD RIVER FALLS WI 54022	715-426-9326
RICHARD T LOMMEN, JR.	1193 70TH AVENUE ROBERTS WI 54023	715-749-4470
LORRIE GORICHS	727 US HWY 12 PHILLIPS BLVD SAUK CITY WI 53583	608-643-3631
STEVEN KILIAN, JR.	656 E GREEN BAY AVE SAUKVILLE WI 53080	262-268-1184
JEFFREY FISH	2100 VOLKMAN ST SCHOFIELD WI 54476-1361	715-359-7251
DAVID E SCHANOCK	140 E STATE HIGHWAY 54 SEYMOUR WI 54165	920-833-1150
DAVID E SCHANOCK	1202 E GREEN BAY ST SHAWANO WI 54166-2208	715-524-2541
STEVEN KILIAN, JR.	2307 NORTH AVE SHEBOYGAN WI 53083	920-458-2421
STEVEN KILIAN, JR.	2425 S BUSINESS DR SHEBOYGAN WI 53081-6134	920-458-2021
STEVEN KILIAN, JR.	3418 KOHLER MEMORIAL DR SHEBOYGAN WI 53081-8300	920-458-8644
STEVEN KILIAN, JR.	3626 S TAYLOR DR SHEBOYGAN WI 53081	920-458-3608
STEVEN KILIAN, JR.	1060 HWY 32 N SHEBOYGAN FALLS WI 53085-2511	920-467-9940
JEFFREY M STEREN	2715 S CHICAGO AVE SOUTH MILWAUKEE WI 53172-3129	414-762-2350
RICHARD T LOMMEN, JR.	620 S BLACK RIVER ST SPARTA WI 54656-2216	608-269-7505
RICHARD T LOMMEN, JR.	104 RIVER ST SPOONER WI 54801	715-635-6052
RICHARD T LOMMEN, JR.	2200 GLACIER RD ST. CROIX FALLS WI 54024	715-483-5130
JEFFREY FISH	604 S BROADWAY STANLEY WI 54768	715-644-5982
JEFFREY FISH	127 N DIVISON ST STEVENS POINT WI 54481-1150	715-341-0042
JEFFREY FISH	5625 HWY 10 E STEVENS POINT WI 54481-9183	715-345-9578
CHARLES DION CONN	1429 HWY 51 W STOUGHTON WI 53589	608-873-6939
LAWRENCE C LARSON	1212 EGG HARBOR RD STURGEON BAY WI 54235-0613	920-743-2622
LAWRENCE C LARSON	1132 GREEN BAY RD STURGEON BAY WI 54235-0613	920-746-9076
CHARLES DION CONN	505 A ST SUN PRAIRIE WI 53590-2066	608-837-6400
CHARLES DION CONN	2750 PRAIRIE LAKES DRIVE SUN PRAIRIE WI 53590	608-825-7796

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
PREDRAG DOSTANIC	2026 TOWER AVE SUPERIOR WI 54880-2546	715-392-5727
PREDRAG DOSTANIC	2115 E 2ND ST SUPERIOR WI 54880-3650	715-398-5422
CHARLES DION CONN	W24 N6522 CTY RD J SUSSEX WI 53089-3536	262-820-0380
JEFFREY FISH	101 W HILL THORP WI 54771	715-669-7323
RICHARD T LOMMEN, JR.	2015 N SUPERIOR AVE TOMAH WI 54660	608-372-4757
RICHARD T LOMMEN, JR.	1329 N 4TH ST TOMAHAWK WI 54487-2126	715-453-9517
RICHARD T LOMMEN, JR.	638 HWY 8 TURTLE LAKE WI 54889	715-986-4419
STEVEN KILIAN, JR.	1414 LAKE ST TWO RIVERS WI 54241-3535	920-793-2239
STEVEN KILIAN, JR.	835 15TH AVENUE UNION GROVE WI 53182	262-878-1208
CHARLES DION CONN	107 HORIZON DR VERONA WI 53719	608-848-6188
RICHARD T LOMMEN, JR.	1214 N MAIN ST VIROQUA WI 54665	608-637-8400
WILLIAM H MCESSY	815A FOX LANE WATERFORD NORTH WI 53185-4511	262-534-5534
CHARLES DION CONN	625 S CHURCH ST WATERTOWN WI 53094-6298	920-261-1108
CHARLES DION CONN	800 E LINMAR RD WATERTOWN WI 53094-8506	920-699-4077
CHARLES DION CONN	2340 E MORELAND BLVD WAUKESHA WI 53186-2908	262-786-7380
CHARLES DION CONN	801 MEADOWBROOK RD WAUKESHA WI 53188	262-524-0125
CHARLES DION CONN	2047 SILVERNAIL RD WAUKESHA WI 53072	262-549-6063
CHARLES DION CONN	1635 E MAIN ST WAUKESHA WI 53186-3958	262-544-1352
GUY T BUCCIFERRO, III	651 W MAIN ST WAUNAKEE WI 53597-1105	608-849-6741
STEVEN KILIAN, JR.	200 S WESTERN AVE WAUPACA WI 54981-9175	715-258-8500
STEVEN KILIAN, JR.	932 E MAIN ST WAUPUN WI 53963-1502	920-324-4937
JEFFREY FISH	1205 CAMPUS DR WAUSAU WI 54401	715-675-2376
JEFFREY FISH	2002 W STEWART AVE WAUSAU WI 54401	715-845-8070
JEFFREY FISH	225500 RIB MOUNTAIN DR WAUSAU WI 54401-7644	715-355-4874
STEVEN KILIAN, JR.	409 FOREST ST WAUSAU WI 54403	715-842-2999
STEVEN KILIAN, JR.	N2545 PLAZA RD WAUTOMA WI 54982	920-787-2724
CHARLES DION CONN	12324 W NORTH AVE WAUWATOSA WI 53226	414-259-1286
JOSEPH RICELY	6631 W NORTH AVE WAUWATOSA WI 53213-2049	414-475-0055
ERIK SCHROEDER	3131 N MAYFAIR RD WAUWATOSA WI 53222-3201	414-771-4340
ERIK SCHROEDER	3800 N 124TH ST WAUWATOSA WI 53222	414-461-8155
SEAN KENNEDY	10915 W NATIONAL AVE WEST ALLIS WI 53227	414-543-6440
SEAN KENNEDY	1550 S 108TH WEST ALLIS WI 53214	414-302-1969
STEVEN KILIAN, JR.	1810 W WASHINGTON ST WEST BEND WI 53095-2302	262-338-3474
STEVEN KILIAN, JR.	1140 S MAIN ST WEST BEND WI 53095-1923	262-338-1801
RICHARD T LOMMEN, JR.	206 N PIONEER PARK RD WESTFIELD WI 53964-8868	608-296-3950
CHARLES DION CONN	1069 W MAIN ST WHITEWATER WI 53190-1616	262-473-7811
CHARLES DION CONN	4409 HWY 19 WINDSOR WI 53598-9621	608-846-3710
RICHARD T LOMMEN, JR.	2325 WISCONSIN DELLS PARKWAY WISCONSIN DELLS WI 53965	608-254-5745
RICHARD T LOMMEN, JR.	30 COMMERCE STREET WISCONSIN DELLS WI 53965	608-254-7618
JEFFREY FISH	2128 8TH ST S WISCONSIN RAPIDS WI 54494-6153	715-421-1680
STEVEN KILIAN, JR.	HWY 29/45 WITTENBERG WI 54499	715-253-2233
ANDERSON E HAUGHEY	10 RING ROAD BARBOURSVILLE WV 25504	304-733-0455
SCOTT ALLISON	200 AIRPORT RD BEAVER WV 25813	304-252-9527
TIMOTHY M HARPER SR	4072 ROBERT C BYRD DR BECKLEY WV 25801	304-252-7310
TIMOTHY M HARPER SR	101 HYLTON LN BECKLEY WV 25801	304-252-8286
TIMOTHY M HARPER SR	2930 ROBERT C BYRD DRIVE BECKLEY WV 25801	304-253-5980
JOHN W EBERT, JR.	2700 E DUPONT AVE BELLE WV 25015	304-949-6695
CARLOS R MATEOS	28 MORGAN SQUARE BERKELEY SPRINGS WV 25411	304-258-9540
JAKE FARIS	555 BLUEFIELD AVE BLUEFIELD WV 24701	999-999-9999
JOHN W EBERT, JR.	1021 W MAIN ST BRIDGEPORT WV 26330	304-842-2330
JOHN W EBERT, JR.	111 S KANAWHA ST BUCKHANNON WV 26201	304-472-6046
RAJESH SAINANI	732 E WASHINGTON ST CHARLES TOWN WV 25414	304-725-3040
JOHN W EBERT, JR.	1805 PATRICK STREET PLZ CHARLESTON WV 25312	304-343-3156
JOHN W EBERT, JR.	6414 MACCORKLE AVE SE CHARLESTON WV 25304	304-925-0147
JOHN W EBERT, JR.	1626 E WASHINGTON ST CHARLESTON WV 25311	304-343-4256
KATHRYN E FOSTER	3303 MCCORKLE AVE SE CHARLESTON WV 25304	304-344-8934
GREGORY L MILLS	6400 SISSONVILLE DRIVE CHARLESTON WV 25312	304-984-1640
STEVEN R TELISCHAK	431 CAROLINA AVE CHESTER WV 26034-1129	304-387-1090
JOHN W EBERT, JR.	745 W PIKE ST CLARKSBURG WV 26301	304-624-5151
JOHN W EBERT, JR.	466 EMILY DR CLARKSBURG WV 26330	304-622-2000
ANDERSON E HAUGHEY	5448 BIG TYLER RD CROSS LANES WV 25313	304-776-6985
JOHN W EBERT, JR.	1000 DUNBAR VILLAGE PLAZA DUNBAR WV 25064	304-766-6767
JOHN W EBERT, JR.	446 S RANDOLPH AVE ELKINS WV 26241	304-636-8568
JOHN W EBERT, JR.	105 CROSSINGS MALL ELKVIEW WV 25071	304-965-6981
TODD M NEMESEK	113 W WASHINGTON STREET ELLENBORO WV 26346	304-869-3070
JOHN W EBERT, JR.	910 FAIRMONT AVENUE FAIRMONT WV 26554	304-366-7777
JOHN W EBERT, JR.	1000 SPEEDWAY AVE FAIRMONT WV 26554	304-366-5200

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
CHRISTOPHER KILIANY	484 FAYETTE TOWN CENTER ROAD FAYETTEVILLE WV 25840	304-574-4734
TWILA MEZAN	1514 MAIN ST FOLLANSBEE WV 26037	304-527-2500
CHRISTOPHER R CONNOLLY	RT 52 GILBERT WV 25621	304-664-3448
JOHN W EBERT, JR.	19 FAIRGROUND RD GLENVILLE WV 26351	304-462-5010
JOHN W EBERT, JR.	RT 119 HARMEN PLAZA GRAFTON WV 26354	304-265-1200
KATHRYN E FOSTER	7305 LYNN AVENUE HAMLIN WV 25523	304-824-1600
SCOTT ALLISON	SR 107 MAIN ST HINTON WV 25951	304-466-0084
CHRISTOPHER R CONNOLLY	4543 5TH ST RD HUNTINGTON WV 25701	304-522-8501
THOMAS WOLF	2106 5TH AVE HUNTINGTON WV 25703	304-529-1490
THOMAS WOLF	5178 RT 60E HUNTINGTON WV 25705	304-736-2101
THOMAS WOLF	1445 HAL GREER BLVD HUNTINGTON WV 25701	304-523-0098
THOMAS WOLF	3333 RT 60 EAST HUNTINGTON WV 25701	304-522-8900
THOMAS WOLF	116 FIFTH AVENUE HUNTINGTON WV 25701	304-522-6280
ANDERSON E HAUGHEY	4175 STATE ROUTE 34 HURRICANE WV 25526	304-757-7778
ANDERSON E HAUGHEY	312 HURRICANE CREEK RD HURRICANE WV 25526	304-562-5977
THOMAS WOLF	602 OAK ST KENOVA WV 25530	304-453-4694
CARLOS R MATEOS	700 S MINERAL ST KEYSER WV 26726	304-788-0604
JOHN W EBERT, JR.	211 W MAIN ST KINGWOOD WV 26537	304-329-1889
ROBERT C CONNOLLY	75 NORMAN MORGAN BLVD LOGAN WV 25601	304-752-0162
KATHRYN E FOSTER	20 MAIN AVE LOGAN WV 25601	304-752-7241
ROBERT C CONNOLLY	ROUTE 85 MADISON WV 25130	304-369-5350
JOHN W EBERT, JR.	1511 E MAIN ST MANNINGTON WV 26582	304-986-1338
CARLOS R MATEOS	14634 APPLE HARVEST DR MARTINSBURG WV 25401	304-263-6177
CARLOS R MATEOS	5640 HAMMONDS MILL ROAD MARTINSBURG WV 25404	304-274-9561
CARLOS R MATEOS	1320 EDWIN MILLER BLVD MARTINSBURG WV 25404	304-263-3003
ANDERSON E HAUGHEY	1067 EAST MAIN ST MILTON WV 25541	304-743-0056
CHAD M NEMESEK	56 FRONTAGE RD MINERALWELLS WV 26150	304-489-1815
CARLOS R MATEOS	751 N MAIN ST MOOREFIELD WV 26836	304-538-6545
JOHN W EBERT, JR.	2932 UNIVERSITY AVE MORGANTOWN WV 26505	304-599-4162
JOHN W EBERT, JR.	19 COMMERCE DR MORGANTOWN WV 26501	304-296-8222
JOHN W EBERT, JR.	11 CHAPLIN RD MORGANTOWN WV 26501	304-598-3812
JOHN W EBERT, JR.	351 SUNCREST TOWNE CENTER ROAD MORGANTOWN WV 26505	304-599-0382
JOHN W EBERT, JR.	100 FOXTOWN DRIVE MORGANTOWN WV 26508	304-284-0908
ROBERT E STOLTZ	409 LAFAYETTE AVE MOUNDSVILLE WV 26041	304-845-7822
C THOMAS LOCKE, JR.	176 N STATE RT NEW MARTINSVILLE WV 26155	304-455-1290
ANDERSON E HAUGHEY	4108 1ST AVE NITRO WV 25143	304-755-2011
JOHN W EBERT, JR.	100 RT 98 W NUTTER FORT WV 26301	304-624-0080
SCOTT ALLISON	1552 E MAIN ST OAK HILL WV 25901	304-469-3833
SCOTT ALLISON	SR 10 OCEANA WV 24870	304-682-4357
CHAD M NEMESEK	2508 OHIO AVE PARKERSBURG WV 26101	304-428-1196
TERRY L NEMESEK	1000 DIVISION ST PARKERSBURG WV 26101	304-428-2884
TODD M NEMESEK	3131 E 7TH ST PARKERSBURG WV 26101	304-424-6008
JOHN W EBERT, JR.	210 1ST ST PARSONS WV 26287	304-478-2650
CARLOS R MATEOS	440 VIRGINIA AVE PETERSBURG WV 26847	304-257-9350
JOHN W EBERT, JR.	121 BLUE PHILIPPI WV 26416	304-457-5909
CHAD M NEMESEK	335 6TH ST POINT PLEASANT WV 25550	304-675-3908
SCOTT ALLISON	1310 STAFFORD DR PRINCETON WV 24740	304-425-7009
SCOTT ALLISON	715 OAKVALE RD PRINCETON WV 24740	304-425-6096
SCOTT ALLISON	542 JOHN RAINE DRIVE RAINELLE WV 25962	304-438-8533
CARLOS R MATEOS	108 JOSHUA M FREEMAN BLVD RANSON WV 25438	304-724-1171
GREGORY L MILLS	509 WASHINGTON ST RAVENSWOOD WV 26164	304-273-8100
GREGORY L MILLS	3875 CHARLESTON ROAD RIPLEY WV 25271	304-372-6725
CHAD M NEMESEK	101 NEW STONE RIDGE RIPLEY WV 25271	304-372-9611
CARLOS R MATEOS	370 MAIN ST ROMNEY WV 26757	304-822-7348
CHRISTOPHER KILIANY	8721 SENECA TRAIL SOUTH RONCEVERTE WV 24970	304-645-2677
JOHN W EBERT, JR.	1820 STURGES ST SABRATON WV 26505	304-296-0508
ANDERSON E HAUGHEY	4179 MCCORKLE AVE SAINT ALBANS WV 25177	304-727-5889
C THOMAS LOCKE, JR.	210 3RD ST SAINT MARYS WV 26170	304-684-3600
CARLOS R MATEOS	31 MADDEX SQUARE DR SHEPHERDSTOWN WV 25443	304-876-1038
JOHN W EBERT, JR.	ROUTE 19 SHINNISTON WV 26431	304-592-5272
JOHN W EBERT, JR.	323 MIDLAND TRAIL SMITHERS WV 25186	304-442-4803
SCOTT ALLISON	ROUTE 16 LESTER SQUARE SOPHIA WV 25921	304-683-4482
CHRISTOPHER R CONNOLLY	2535 MOUNTAINEER BLVD SOUTH CHARLESTON WV 25309	304-744-9136
JOHN W EBERT, JR.	303 JEFFERSON ROAD SOUTH CHARLESTON WV 25309	304-744-5234
GREGORY L MILLS	465 W MAIN ST SPENCER WV 25276	304-927-1000
CHRISTOPHER KILIANY	5950 WEBSTER ROAD SUMMERSVILLE WV 26651	304-872-2883
JOHN W EBERT, JR.	1990 SUTTON LN SUTTON WV 26601	304-765-2665

**EXHIBIT R  
(CONTINUED)**

FRANCHISEE	RESTAURANT ADDRESS	TELEPHONE
ROBERT E STOLTZ	210 CABELA DRIVE TRIADDELPHIA WV 26059	304-547-9427
WHITNEY CRUELLS	903 GRAND CENTRAL AVE VIENNA WV 26105	304-295-9763
ROBERT E STOLTZ	211 WARWOOD AVENUE WARWOOD WV 26003	304-277-2360
C THOMAS LOCKE, JR.	3 SPRINGS DR WEIRTON WV 26062	304-723-2680
SCOTT ALLISON	784 VIRGINIA AVE WELCH WV 24801	304-436-2673
JOHN W EBERT, JR.	11 MARKET PL WESTON WV 26452	304-269-6465
ROBERT E STOLTZ	101 KRUGER STREET WHEELING WV 26003	304-242-3693
JOHN W EBERT, JR.	2764 WHITE HALL BLVD WHITE HALL WV 26554	304-363-7004
SCOTT ALLISON	38045 MIDLAND TRAIL E WHITE SULPHUR SPRINGS WV 24931	304-536-9353
ANDERSON E HAUGHEY	3403 WINFIELD RD WINFIELD WV 25213	304-586-0385
LARRY STORO, JR.	480 E HART ST BUFFALO WY 82834	307-684-7036
L TIM POSTEL	40 SE WYOMING BLVD CASPER WY 82609-1937	307-237-8320
L TIM POSTEL	4010 PLAZA DRIVE CASPER WY 82604	307-265-5121
L TIM POSTEL	600 W F ST CASPER WY 82601-1300	307-265-2363
JOHN E PREISS	2535 E LINCOLNWAY CHEYENNE WY 82001-5449	307-632-1222
JOHN E PREISS	5700 N YELLOWSTONE RD CHEYENNE WY 82009-4132	307-634-2757
JOHN E PREISS	4000 W COLLEGE DR CHEYENNE WY 82007	307-637-8009
JOHN E PREISS	3410 DELL RANGE RD CHEYENNE WY 82009	307-775-0286
JENNIFER KASSITY	2005 17TH ST CODY WY 82414-4718	307-587-5900
L TIM POSTEL	1090 W YELLOWSTONE HWY DOUGLAS WY 82633	307-358-9700
DARRELL TROESTER	212 FRONT ST EVANSTON WY 82930-3632	307-789-0595
LARRY STORO, JR.	806 CAMEL DR GILLETTE WY 82716-4923	307-686-0606
LARRY STORO, JR.	2112 WESTOVER RD GILLETTE WY 82718	307-682-1134
GREGORY M BAILEY	599 E 4TH S GREEN RIVER WY 82935-4570	307-875-7868
JOHN FINLEY	1110 W BROADWAY JACKSON WY 83001	307-733-7444
L TIM POSTEL	235 MCFARLANE DR LANDER WY 82520-2949	307-332-3955
TODD R LUTHER	3000 GRAND AVE LARAMIE WY 82070-5105	307-745-3600
TODD R LUTHER	1666 SNOWY RANGE RD LARAMIE WY 82070	307-745-0006
JENNIFER KASSITY	111 N EVARTS ST POWELL WY 82435	307-754-7918
TODD R LUTHER	2225 PLAZA STREET RAWLINS WY 82301-6027	307-324-7377
L TIM POSTEL	813 N FEDERAL BLVD RIVERTON WY 82501	307-856-5068
GREGORY M BAILEY	1687 SUNSET DR ROCK SPRINGS WY 82901-7061	307-382-3080
GREGORY M BAILEY	1607 ELK ST ROCK SPRINGS WY 82901	307-362-8883
LARRY STORO, JR.	2590 N MAIN SHERIDAN WY 82801	307-672-5900
LARRY STORO, JR.	2146 COFFEEN AVENUE SHERIDAN WY 82801	307-673-1100
L TIM POSTEL	611 SHOSHONI ST THERMOPOLIS WY 82443	307-864-2323
JOSEPH JOHNSON	800 EAST VALLEY HIGHWAY TORRINGTON WY 82240	307-532-0120
L TIM POSTEL	1700 BIG HORN AVE WORLAND WY 82401	307-347-2790

## EXHIBIT S

### LIST OF FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS

If you buy a McDonald's franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

NAME	CITY AND STATE	TELEPHONE
MICHAEL MARTIN ESTATE	MUSCLE SHOALS, AL	256-248-2800
RAYMOND NOSLER	NORTH LITTLE ROCK, AR	501-779-2263
CANDY NOSLER	LITTLE ROCK, AR	501-779-2263
GEOFFREY COULSTON	PHOENIX, AZ	480-464-7647
MARK KRAMER ESTATE	SCOTTSDALE, AZ	480-367-9500
JENNIFER SETTERBERG	PHOENIX, AZ	602-971-1122
ROBERT SOUZA	CASA GRANDE, AZ	520-836-4850
SORAYA BECHGUENTURIAN NEIL	LA CRESCENTA, CA	818-249-6574
MARK BURINGTON	CHICO, CA	530-892-4811
DYLAN BURINGTON	CHICO, CA	530-892-4811
GARY CARLISLE	HOLLISTER, CA	831-637-9683
TERESA CARLISLE	HOLLISTER, CA	831-637-9683
BRYAN CARMACK	ORANGE, CA	714-937-5266
DIANE GROSS	REDDING, CA	530-221-7414
BOBBY HAYNES SR	HAYWARD, CA	510-667-9439
KEITH LOPATY	RESEDA, CA	818-881-6801
KENNETH LOPATY	LOS ANGELES, CA	818-881-6801
RONALD LOPATY ESTATE	RESEDA, CA	818-881-6801
DAVID MCGEORGE ESTATE	REDDING, CA	530-221-7414
PHILIP PALUMBO	CARLSBAD, CA	760-290-3763
MICHAEL RAJIC	ORANGE, CA	714-771-0311
JULIE ROBIK	REDDING, CA	530-251-1825
RICHARD RUBY	CYPRESS, CA	714-952-3821
NICHOLAS VERGIS	ALAMO, CA	510-703-2545
RICHARD WILLIAM BOSELLI	BOULDER, CO	303-499-9861
DON BOSELLI ESTATE	WESTMINSTER, CO	303-427-0915
JAMES MCAVOY	LONGMONT, CO	303-666-9786
SUSAN MCAVOY	LONGMONT, CO	303-427-0915
ROBERT WALSH	MANCHESTER, CT	860-643-2213
EDWARD WALSH, JR.	MANCHESTER, CT	860-643-2213
ROBERT ADAMS	TAMPA, FL	813-287-2231
DANIEL ASHLIN	FT. LAUDERDALE, FL	954-766-9800
WILLIAM BATEMAN ESTATE	BARTOW, FL	863-533-7731
BLAKE CASPER	TAMPA, FL	813-287-2231
AWILDA DUFFY	ORANGE PARK, FL	904-997-0026
SHELA GILCHRIST	ORLANDO, FL	407-428-0961
JACQUES GUSKE	JACKSONVILLE, FL	904-249-4771
LAWRENCE HAGAN	PARKLAND, FL	954-346-2110
DEANA KAY HOMSI	FORT MYERS, FL	239-939-9020
TRACY JOHNSTONE	PANAMA CITY, FL	850-769-1397
STEVEN KILLEBREW	DESTIN, FL	850-897-3169
AMY KILLEBREW	DESTIN, FL	850-897-3169
CHARLES SELGAS	STUART, FL	772-345-2920
NICOLE WARING	OCALA, FL	352-512-0101
JOSH WARING	OCALA, FL	352-512-0101
BRIAN WRIGHT	SANFORD, FL	407-478-4566
JENNIFER BONNESS	AUGUSTA, GA	706-869-8023
WARREN BOYLE	SAVANNAH, GA	912-704-7183
DAVID DAVIS	DUBLIN, GA	478-275-2312
JESSICA DEEN	THOMASTON, GA	706-646-9678
MICHAEL JASPER	VILLA RICA, GA	817-360-6558

KIPLING MERCER	MONROE, GA	770-267-4601
JOHN PEZOLD	COLUMBUS, GA	706-324-1650
JOHN PEZOLD, JR.	COLUMBUS, GA	706-324-1650
JAMES STANBERRY	RICHMOND HILL, GA	478-218-2850
SUSAN SMITH	WAIALUA, HI	808-293-8561
FRANCIS YAMAMURA	AIEA, HI	808-342-3645
RICHARD MATHSON	URBAN DALE, IA	515-276-1526
CARA VAN STEENIS	ANKENY, IA	314-422-2186
MARC BEAR	SOUTH ELGIN, IL	847-429-6900
GEORGE BUBALO	WOODDALE, IL	630-595-7000
CARMEN DECARRIER	NORTHFIELD, IL	773-961-8453
JOHN DECARRIER	NORTHFIELD, IL	773-961-8453
CRISTINA GALLETTA	WOODSTOCK, IL	815-784-8584
WAYNE JAROSH	GILMAN, IL	815-707-5024
JOSEPH KASPRZYK	JACKSONVILLE, IL	217-245-0009
JANICE NELSON	ADDISON, IL	630-295-9208
OSCAR PERRETTA	LANSING, IL	708-895-9244
SUSAN SINGLETON	HUNTLEY, IL	815-568-0839
L CHRIS SINGLETON	HUNTLEY, IL	815-568-0840
STANLEY STEVENS	PALOS HILLS, IL	708-430-5404
CHERYL TAYLOR	CHICAGO, IL	773-468-3338
ELIZABETH HENRY	INDIANAPOLIS, IN	317-244-0245
ROBERT JEDELE	GREENCASTLE, IN	765-653-0371
RYAN KRAMER	TELL CITY, IN	812-631-4338
RICHARD LITTLEFIELD	CHURUBUSCO, IN	260-625-5210
LARRY LOVELACE	EVANSVILLE, IN	870-740-0329
BRITT SATHER	HUNTINGTON, IN	260-356-1724
RANDALL SHIELDS	FISHERS, IN	317-436-7164
TERRENCE CASCIO	WASHINGTON, KY	606-564-6185
WILLIAM NELSON MCMAKIN	LEXINGTON, KY	859-225-7124
ULRIC PETER	SHELBYVILLE, KY	502-722-8955
STEPHEN STRATTON	LOUISVILLE, KY	502-475-9739
MAURICE BROWN	NEW ORLEANS, LA	504-884-1931
GLENN KIKUCHI	WHEATON, MD	301-933-8169
JEAN MARC ALBERT	MADAWASKA, ME	506-735-0109
MICHAEL ORTINS	WATERVILLE, ME	207-872-6260
STEPHEN BLACKWOOD	PORTAGE, MI	269-381-9025
ANTHONY D'ANNA	FRANKENMUTH, MI	989-652-6964
RENEE DRAVES	GRAND LEDGE, MI	517-626-3000
PAUL DRZEWICKI	BAY CITY, MI	989-671-9573
GARY GRANADER	SOUTHFIELD, MI	248-352-5946
PAUL HAMMER	LIVONIA, MI	248-478-4691
NASSER JALLAD	TAYLOR, MI	734-941-8618
MICHAEL KNYTYCH	SOUTH HAVEN, MI	269-637-8598
FRANK NICKLYN	EAST TAWAS CITY, MI	989-362-1330
WILLIAM PICKARD	DETROIT, MI	313-842-3222
MARKUS SCHULZ	FORT GRATIOT, MI	810-385-1301
DAVID CHOATE	JORDAN, MN	952-442-4424
MARY CHOATE	JORDAN, MN	952-442-4424
PAUL OSTERGAARD	EDEN PRAIRIE, MN	952-949-1130
SHANNON DAVIS	CAPE GIRARDEAU, MO	573-334-7311
CHRIS HABIGER	CHILLICOTHE, MO	816-232-3399
MICHAEL PROCTOR	ST. LOUIS, MO	314-353-6454
ANDREW SMITH	OXFORD, MS	662-236-6600
JAMES DAVIS	WHITEVILLE, NC	910-642-7685
CHARLES EDWARDS	HENDERSONVILLE, NC	828-697-4337
DAVID HUNT	FOREST CITY, NC	828-245-9915
AMBROSE KPADUWA	RALEIGH, NC	907-452-8890
VENDA LERCH	BOONE, NC	828-264-0912
DANIEL MARTIN	SELMA, NC	919-975-1995
MICHAEL NEADER	STATESVILLE, NC	704-873-2896
JOSHUA WHITE	ASHEVILLE, NC	828-686-0703

KRISTIN MARIE DOBSKI	LINCOLN, NE	210-787-9582
ADAM OTTE	GRAND ISLAND, NE	308-384-7300
EDWARD ACRE	LINCOLN PARK, NJ	973-633-0100
JAMES BURLAGA	CAPE MAY COURT HOUSE, NJ	609-463-9656
MARY BURLAGA	CAPE MAY COURT HOUSE, NJ	609-463-9656
JOHN DURANTE	SEWELL, NJ	856-582-6843
THOMAS DURANTE	SEWELL, NJ	856-582-6843
ANNA FORD-KEELS	WOOLWICH, NJ	201-836-2171
MICHAEL SCARCELLA	ROCKAWAY, NJ	973-625-4308
ROBERT TRAA	PLEASANTVILLE, NJ	609-645-1840
MALCOLMN RAMSEY	ALAMOGORDO, NM	575-443-1277
JAMES CORIALE	BLUFF POINT, NY	315-536-3290
NANCY ENDRES	EAST AURORA, NY	716-652-9759
MARY ELLEN GUON	PENFIELD, NY	585-381-7800
JERRY LAURINO ESTATE	VALLEY STREAM, NY	516-872-3700
MICHAEL SWEENEY	STATEN ISLAND, NY	718-948-3800
CYNTHIA BOOTH	CINCINNATI, OH	513-841-2444
REGINA BOTT	PICKERINGTON, OH	614-371-8087
EUGENE GILLESPIE	BATAVIA, OH	513-843-4502
JOHN MARTIN	CLEVELAND, OH	440-891-9558
LARRY MOORE	WATERVILLE, OH	419-868-5725
JEFFREY NEWMAN	NEW ALBANY, OH	614-218-2929
THEODORE SAUBER	GALLIPOLIS, OH	740-208-5550
PAUL SIEGFRIED	SANDUSKY, OH	330-244-4338
ADAM SLOAN	HOLLAND, OH	419-866-2138
MARY JO SMITH	MENTOR, OH	440-352-6000
LAURIE STRAHLER	MARIETTA, OH	740-374-6004
JOSEPH PHILLIPS, JR. ESTATE	ELK CITY, OK	580-774-1000
JOSE SANTIAGO	EDMOND, OK	405-286-0677
BETTY SANTIAGO	OKLAHOMA CITY, OK	405-721-6354
JAMES DELLIGATTI	PITTSBURGH, PA	412-963-6550
MIOMIR IVANOVIC	SPRINGFIELD, PA	484-448-2239
ALEXANDRA IVANOVIC	SPRINGFIELD, PA	484-448-2239
JEROME JAKUBOWSKI	JOHNSTOWN, PA	814-255-1350
CHRISTINA LESHER	YORK, PA	717-767-9377
STEPHEN LESHER	YORK, PA	717-767-9377
KENNETH LEVINE	CARLISLE, PA	717-240-0854
DAVID LEWANDOWSKI	BETHEL PARK, PA	412-835-7022
WAYNE PACE	ALLENTOWN, PA	570-943-2562
DELMER SHAFFER	CRANBERRY TOWNSHIP, PA	724-335-2113
STEPHEN HARNISH	MYRTLE BEACH, SC	843-293-2016
WILLIS LANGLEY, JR.	COLUMBIA, SC	803-786-2477
JAMES PARTRIDGE	SENECA, SC	706-831-0874
GARY REMUS	GREENWOOD, SC	865-223-2064
JEMOND DAUGHTRY	FRANKLIN, TN	615-790-1775
JAMES DAVIS	JOHNSON CITY, TN	423-282-4071
THOMAS DODGE	NASHVILLE, TN	615-385-2670
SUSAN DODGE	PLEASANT VIEW, TN	615-746-4827
DIANNE BENTON	AUSTIN, TX	512-891-7711
JAMES BENTON	AUSTIN, TX	512-891-7711
JAMES MICHAEL BENTON	AUSTIN, TX	512-891-7711
REBECCA BENTON RUSSELL	AUSTIN, TX	512-891-7711
JOHN BOHLING	SAN ANTONIO, TX	210-344-9707
DAN CARMICHAEL	MAGNOLIA, TX	281-259-1903
GERALD EVELAND	JASPER, TX	409-745-4953
BOB FRAZIER	BRYAN, TX	979-778-7281
PAUL GODWIN	SEGUIN, TX	830-379-9290
WILLIAM HAMMOND	PLANO, TX	972-208-2404
SAMUEL JIMENEZ	HOUSTON, TX	832-607-8623
RORY MESSICK	MARSHALL, TX	903-938-7745
LINDA MESSICK	MARSHALL, TX	903-938-7745
DAVE MOSS JR.	STAFFORD, TX	281-313-4190

JONATHAN SAVAGE	WEATHERFORD, TX	817-594-4963
KAREN SKINNER ESTATE	DALLAS, TX	214-520-2596
MICHAEL BENNER	WINCHESTER, VA	540-773-3073
TIMOTHY CALVIN BISHOP	MECHANICSVILLE, VA	804-746-3345
THOMAS COLEMAN BISHOP	MECHANICSVILLE, VA	804-746-4064
SUSAN BISHOP ROBERTSON	MECHANICSVILLE, VA	804-746-7912
LARRY MCCARTY	ROCKY MOUNT, VA	540-489-7963
KEITH ROBERTSON	ASHLAND, VA	804-798-2405
ROBERT ROTH	NORTON, VA	276-679-3257
FRED RUSSELL	FARMVILLE, VA	434-392-8733
DAVID TRAUB	MIDLOTHIAN, VA	804-739-4774
WHITNEY WELSH	MECHANICSVILLE, VA	804-746-3345
KATHI BARSAMIAN MONCRIEF	EDMONDS, WA	425-776-3397
LURIE BERRYMAN	TUMWATER, WA	360-357-9453
JIM CAMPBELL	BELLINGHAM, WA	360-733-8830
JULIANNE HANNER	ABERDEEN, WA	360-538-5863
MICHAEL MONCRIEF	EDMONDS, WA	425-776-3397
RONALD FISH	SCHOFIELD, WI	715-359-7794
DOROTHY METZ	RACINE, WI	262-554-8225
KEVIN THOMPSON	HUNTINGTON, WV	304-522-8501



## **EXHIBIT T**

### **STATE SPECIFIC ADDENDA**

#### **MINNESOTA ADDENDUM**

The following language is in addition to Item 13 of the Franchise Disclosure Document:

McDonald's considers the trademarks, trade names, logo types, service marks and commercial symbols to be valuable property rights and continually protects against infringement of these assets. It protects franchisees against claims of infringement or unfair competition to which the franchisees might become subjected because of their authorized use of the trademarks, service marks, logo types or other commercial symbols in the United States.

The following language is in addition to Item 17 of the Franchise Disclosure Document:

Nothing in the Franchise Disclosure Document or the franchise agreement shall in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C; or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

#### **NORTH DAKOTA ADDENDUM**

The following language is in addition to Item 17 of the Franchise Disclosure Document:

Covenants not to compete such as those mentioned above generally are considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

North Dakota law will govern with respect to claims arising under the North Dakota Franchise Investment Law.

#### **WASHINGTON ADDENDUM**

The following language is in addition to Item 17 of the Franchise Disclosure Document:

If any of the provisions in this Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), then (if the Act applies by its terms) the provisions of the Act will prevail over the inconsistent terms of the Disclosure Document and agreement for any franchises sold in Washington. However, we and you agree to enforce the agreements' provisions to the extent the law allows.

## MARYLAND ADDENDUM

The following language is in addition to Item 17 of the Franchise Disclosure Document:

1. The following language 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**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the “Summary” section of Item 17(v), entitled **Choice of forum**:

Franchisee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the Federal Arbitration Act.

4. The following language is added to the end of the “Summary” section of Item 17(w), entitled **Choice of law**:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to your arbitration obligation, you may bring an action in Maryland.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

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### ASSURANCE OF DISCONTINUANCE STATE OF WASHINGTON

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees and/or our employees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify

our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

### **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	May 1, 2023
Hawaii	April 1, 2023 (pending), as amended May 1, 2023 (pending)
Illinois	May 1, 2023
Indiana	May 1, 2023
Maryland	May 1, 2023
Michigan	May 1, 2023
Minnesota	May 1, 2023
New York	May 1, 2023
North Dakota	May 1, 2023
Rhode Island	April 1, 2023, as amended May 1, 2023
South Dakota	May 1, 2023
Virginia	April 30, 2023
Washington	May 1, 2023
Wisconsin	April 15, 2023

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.

## Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If McDonald's USA, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If McDonald's USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit P.

The name, principal business address, and telephone number of the franchise sellers offering the franchise are McDonald's USA, LLC and Brad Bogan, 110 N. Carpenter Street, Chicago, Illinois 60607 (630) 623-3000.

The issuance date of this Franchise Disclosure Document is May 1, 2023.

McDonald's USA, LLC authorizes the state agents listed in Exhibit O to receive service of process for it in the respective states.

I received a disclosure document dated May 1, 2023, that included the following Exhibits:

- |                                      |                                                                                                                                             |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| A. Financial Statements              | L. McDonald's Growth Policy                                                                                                                 |
| B. Franchise Agreement (Traditional) | M. New Term Offer Letter                                                                                                                    |
| C. Franchise Agreement (Satellite)   | N. Loan and Related Documents                                                                                                               |
| D. Franchise Agreement (Walmart)     | O. List of Agents for Service of Process                                                                                                    |
| E. New Restaurant Rider              | P. State Administrators                                                                                                                     |
| F. BFL Rider                         | Q. McDonald's Affiliates                                                                                                                    |
| G. Operator's Lease                  | R. List of Franchised Restaurants                                                                                                           |
| H. Assignment to an Entity           | S. List of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business |
| I. Assignment Agreement              | T. State Specific Addenda                                                                                                                   |
| J. Preliminary Agreement             |                                                                                                                                             |
| K. McDonald's New Term Policy        |                                                                                                                                             |

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Date Received

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Prospective Franchisee

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Prospective Franchisee

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Prospective Franchisee

Effective Date: May 1, 2023

**Return electronically signed and dated Receipt via DocuSign; or fax signed and dated Receipt to (630) 568-6271; or mail signed and dated Receipt to Franchise Practice Group Dept. 088, McDonald's USA, LLC, 110 N. Carpenter Street, Chicago, IL 60607.**

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Prospective Franchisee

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